IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

SCHEDULE 9

CHARGES

<u>SCHEDULE 9 – MODIFICATION REQUIRED</u>

IDA is continuing to audit the Charges proposed by SingTel. As noted in Schedule A, SingTel will need to restructure certain charges. IDA may require additional changes following the completion of the audit process.

SingTel comments: Noted. SingTel shall make the necessary amendments to Schedule 9 when the IDA has completed its audit. See also Schedule 2 of this Schedule 9.

SingTel RIO Schedule 9 – Charges

SingTel RIO Schedule 9 – Charges

SCHEDULE 9 CHARGES

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SCHEDULE 9 CHARGES – GENERAL CONDITIONS

SCHEDULE 9 - MODIFICATION REQUIRED

GENERAL:

- (a) The Requesting Licensee Parties agrees to pay the following Charges where applicable in accordance with clauses 5 & 6 of the main body of this RIO Agreement, and the Billing and Settlement requirements set out in Schedule 10.
- (b) Except where otherwise indicated, if Charges are expressed to be estimates in this Schedule or elsewhere in this RIO Agreement, SingTel reserves the right to adjust these Charges from time to time subject to approval from the Authority, and the Requesting LicenseeParties agrees to pay SingTel's the Charges as adjusted from time to time.
- (c) If SingTel incurs costs in addition to these Charges in providing IRS under this RIO Agreement, SingTel reserves the right to recover its costs in addition to the Charges below subject to approval from the Authority, and the Requesting Licensee agrees to pay such costs.

SingTel must modify Schedule 9 to give effect to the following requirements:

- (a) Sub-section 5.3.4 of the Code obligates SingTel to notify and obtain IDA's written approval before making any changes to its RIO, including the charges specified in the RIO. SingTel does not have a right to unilaterally make any adjustment to the Charges unless otherwise approved by IDA.
- (b) Sub-section 5.3.2 of the Code provides that the RIO must contain, inter alia, a comprehensive and complete written statement of the prices. Consistent with this principle requirement, SingTel must specify in detail in the RIO all applicable charges, and expressed in dollar terms. IDA will not permit SingTel to recover any charge not otherwise specified in the RIO.
- (c) To the extent that SingTel is purchasing O/T/T from the Requesting

 Licensee, SingTel must modify Schedule 9 to reflect the mutuality of
 obligations and to include the charges that it will pay to the Requesting
 Licensee for O/T/T.

(d) As provided for in Sub-section 5.3.5.8 of the Code, all prices contained in any RIO Agreement – regardless of whether initially specified by IDA or proposed by SingTel – "will be effective for 3 years from effective date of th[e] Code" unless modified at the direction of, or with the approval of, IDA.

SingTel comments: Generally agreed, however, SingTel believes that there is a need to make provision for unforeseeable costs, but is happy to make such costs subject to the approval of the IDA. SingTel shall complete its review of Schedule 9 when the IDA has completed its audit. See also Schedule 2

SCHEDULE 1 - PHYSICAL AND VIRTUAL INTERCONNECTION

1.2 Interconnect Testing

In the provision of SingTel's facilities and engineering support for the Interconnect Testing and the eventual connection to SingTel Network, the Requesting Licensee shall pay SingTel the Charges based on the testing duration inclusive of any extension period, as set out below.

1.2.1 These interconnect testing Charges are effective for a period of two (2) years from the date of this RIO Agreement and are subject to review and revision by SingTel at the end of the two-year period, and every two years thereafter.

Testing Charge (b	ased on t	testing duration)	
Testing	=	per day	

1.2.2 Extension of interconnect testing

The Charges for any testing period will be inclusive of any extension requested by the Requesting Licensee.

1.2.3 Call fees during interconnect testing

All calls made during interconnect testing shall be chargeable to the Requesting Licensee at the applicable commercial rates for the conveyance of calls in accordance with Schedules 2A, 2B & 2C and as outlined below.

1.2.4 Cancellation of Interconnect Testing

Any request for cancellation of Interconnect Testing shall be made in writing to SingTel and the Requesting Licensee shall pay SingTel the cancellation Charges as follows, depending on the number of calendar days (from the receipt of the cancellation notice to the date of commencement of testing):

Number of days:	% of Testing fee to be paid:
<7	100%
7-13	80%
14-20	35%
>21	20%

1.2.5 Delay or cancellation of Connection Testing

The Requesting Licensee is liable for all Charges that may arise from any delay or cancellation of Connection Testing if the Connection Agreement is not executed prior to the test.

1.2.6 Completion or termination of connection testing

In the event that interconnect testing is completed or is terminated by the Requesting Licensee before the last day of the agreed testing period, the Requesting Licensee shall pay SingTel the Charges for the unused duration from the next Working Day after the completion or termination of interconnect testing to the last day of the testing duration. In which event testing shall terminate on the day on which testing was completed or terminated and SingTel shall not be obliged and shall not be required to effect any further testing for the remaining testing duration.

1.3 Recovery for over-forecasting

- 1.3.1 The cost recovery for over-forecasting shall be based on the number of 2M circuits augmented in the Interconnect link and SingTel Network to meet the committed forecast.
- 1.3.2 The Charges shall be as follows:

Per augmented 2M trunk per day =

2. SCHEDULE 2 – CALL ORIGINATION, TERMINATION AND TRANSIT

2.1 General

- 2.1.1 The below rates shall be based on circuit utilisation from the time the circuit is seized until the time the circuit is released. The Charges shall be accounted in per minute blocks. All calls whether successful or unsuccessful shall be charged.
- 2.1.2 The "Off-Peak Hour Rate" is applicable to the period of time between 1800 hours and 0800 hours, Monday to Friday and all day Saturday to Sunday inclusive, and gazetted public holidays. The "Peak Hour Rate" is applicable to the period of time between 0800 hours and 1800 hours, Monday to Friday inclusive, but not including gazetted public holidays.

SCHEDULE 2A – ORIGINATION

2.2 Call Charges Payable by the Parties for Call Origination Service shall be as follows for all calls:

DESCRIPTION	CHARGES (S\$)
IGS/SGS Origination Charge Per call per minute	
Peak Hour Rate	
Off-Peak Hour Rate	
Cost Recovery for over-forecasting	
Per augmented 2M trunk per day	
Implementation Charge for Call Type request	
One Time Charge	

2.3 For any Call Origination Service that terminates directly to the <u>acquiring PartyRequesting Licensee</u>, <u>SingTel the supplying Party will collect the Origination Charge directly from the Requesting Licensee acquiring Party.</u>

SCHEDULE 2B - TERMINATION

2.4 Call Charges Payable by the Parties for Call Termination Service shall be as follows for all calls:

DESCRIPTION	CHARGES (S\$)
IGS/SGS Termination Charge per call per minute	
Peak Hour Rate	
Off-Peak Hour Rate	
Cost Recovery for over-forecasting	
Per augmented 2M trunk per day	
Implementation Charge for Call Type request	
One Time Charge	

SCHEDULE 2C - TRANSIT

2.5 Call Charges Payable by the Parties for Call Transit Service shall be as follows for all calls:

DESCRIPTION	CHARGES (S\$)
IGS/SGS Transit Charge per call per minute	
Peak Hour Rate	
Off-Peak Hour Rate	
Cost Recovery for over-forecasting Per augmented 2M trunk per day	
Implementation Charge for Call Type request	
One Time Charge	

3. SCHEDULE 3 – UNBUNDLED NETWORK ELEMENTS

SCHEDULE 3A - LEASING OF LOCAL LOOP/SUB LOOP

3.1 General

- 3.1.1 The Requesting Licensee shall pay SingTel the Charges listed in this Schedule and any other Charges incurred in the provision of Local Loop or Sub Loop and works performed by SingTel.
- 3.1.2 If, at any time during the lease period, the Authority notifies Licensees that the rates and Charges determined by it no longer apply in circumstances or areas where Local Loop or Sub Loop is being leased, then SingTel may give one (1) month's written notice of a change in the rates and Charges. Within ten (10) Working Days of receiving SingTel's written notice, the Requesting Licensee shall elect in writing to SingTel that the Requesting Licensee wishes:
- (a) to terminate the lease, and the lease shall terminate upon the expiry of ten (10) Working Days thereafter, or such other period as the Parties may agree; or
- (b) to continue the period of lease at such new rates and Charges, and the lease shall so continue.

Charges

3.1.3 Prices for Leasing of Local Loop are as follows:

DESCRIPTION	CHARGES (S\$)
Administrative fees (per address)	
Per order	
Per Local Loop (jumpering at Exchange MDF)	
Cancellation Charge (per Local Loop)	
Inside Wiring (where owned by SingTel)	
Per Pair	
Local Loop (per pair per year)	
Central Business District	
Other Commercial Areas	
Residential High Rise	
Residential Landed	
SingTel Build Local Loop to Lease (per address)	
Per Order	
Cancellation Charge	
Project Study	
Any other Charges as incurred by SingTel	
SingTel Jumper at Building MDF (per jumpered pair)	
Per pair	
Fault Reporting	
Charges for fault found to be with the Reporting Party	
(per activation per Local Loop)	

3.1.4 Prices for leasing of Sub Loop are as follows:

DECORIDATION	CHARGES (S\$)	
DESCRIPTION	Feeder	Distribution
Administrative fees (per address)		
Per order		
Per Sub Loop (jumpering at Exchange MDF)		
Cancellation Charge (per Sub Loop)		
Inside Wiring (where owned by SingTel)		
Per Pair		
Sub Loop (per pair per year)		
Central Business District		
Other Commercial Areas		
Residential High Rise		
Residential Landed		
SingTel Build Sub Loop to Lease (per address)		
Per Order		
Cancellation Charge		
Project Study		
Any other Charges as incurred by SingTel		
SingTel Jumper at Building MDF (per jumpered pair)		
Per pair		
Fault Reporting		
Charges for fault found to be with the Reporting Party (per activation per Sub Loop)		

SCHEDULE 3B - LEASING OF LINE SPECTRUM (LINE SHARING)

3.2 General

- 3.2.1 The Requesting Licensee shall be liable to pay and shall pay to SingTel the Charges listed in this Schedule and any other Charges incurred in the provision of Line Sharing and works performed by SingTel.
- 3.2.2 If, at any time during the lease period, the Authority notifies Licensees that the rates and Charges determined by it no longer apply in circumstances or areas where Line Sharing is being provided, then SingTel may give one (1) month's written notice of a change in the rates and Charges. Within ten (10) Working Days of receiving SingTel's written notice, the Requesting Licensee shall elect in writing to SingTel that the Requesting Licensee wishes:
- (a) to terminate the Line Sharing and the Line Sharing shall terminate upon the expiry of ten (10) Working Days thereafter or such other period as the Parties may agree; or
- (b) to continue the period of Line Sharing at such new rates and Charges and the sharing shall so continue.

3.3 Charges

3.3.1 Pricing for Line Sharing are as follows:

DESCRIPTION	CHARGES (S\$)
Administrative fees (per address)Per order	
Per Loop	
Cancellation Charge (per Loop)	
Line Spectrum (per Loop per year)	
Central Business District	
Other Commercial Areas	
Residential High Rise	
Residential Landed	
Request for Jumpering Work (per address)	
Per order	
Jumpering for Line Sharing (per Loop)	
Installation at Exchange MDF	
Termination at Exchange MDF	
Installation at Building MDF	
Termination at Building MDF	
Fault Reporting	
Charges for fault found to be within the Reporting Party (per activation per Loop)	
Exchange MDF	
Building MDF	
Application for Physical Access (per address)	

SCHEDULE 3C - SALE OF INTERNAL WIRING

3.4 General

- 3.4.1 The Requesting Licensee shall submit its application for a pair of Internal Wire to SingTel using the prescribed form in Schedule 3C within 3 Working Days of its use of SingTel's Internal Wiring.
- 3.4.2 The Requesting Licensee shall pay the application fee to SingTel in accordance with this Schedule.
- 3.4.3 If, at any time during the lease period, the Authority notifies Licensees that the rates and Charges determined by it no longer apply in circumstances, then SingTel may give one (1) month's written notice of a change in the rates and Charges. The new rate would be applicable one month from the notice.

3.5 Charges

3.5.1 Charges for Internal Wiring are as follows:

DESCRIPTION	CHARGES (S\$)
Internal Wiring	
Per Pair	
Fault Reporting Charges for fault found to be caused by Requesting Licensee's use of Internal Wiring	
Fault Restoration Damage and/or modification to internal wiring or the associated equipment	

3.5.2 Other Charges:

3.5.3 The Requesting Licensee will also be charged for any works performed by SingTel and other Charges incurred in the sale of Internal Wiring, or the removal of services in the event of rejection of sales.

3.5.4 While the Requesting Licensee is accessing SingTel's Internal Wiring, the Requesting Licensee shall not do or permit to do anything which will result or may result in damage and/or modification to the Internal Wiring or the associated equipment. Failing which SingTel shall restore the Internal Wiring and the Requesting Licensee shall pay SingTel the Charges for the works carried out.

SCHEDULE 3D - BUILDING MDF DISTRIBUTION FRAME ACCESS

3.6 General

- 3.6.1 The Requesting Licensee shall be liable to pay and shall pay to SingTel the Charges listed in this Schedule and any other Charges incurred in the provision of SingTel's Building MDF Distribution Frame Verticals.
- 3.6.2 If at any time during the lease period, the Authority notifies Licensees that the rates and Charges determined by it no longer apply in circumstances or areas where Distribution Frame Verticals are being provided, then SingTel may give one (1) month's written notice of a change in the rates and Charges, Within ten (10) Business Days of receiving SingTel's written notice, the Requesting Licensee shall elect in writing to SingTel that the Requesting Licensee wishes:
- (a) to terminate the Distribution Frame Vertical and the Distribution Frame Vertical shall terminate upon the expiry of ten (10) Business Days thereafter or such other period as the Parties may agree;
- (b) to continue the period of Distribution Frame Vertical at such new rates and Charges and the lease shall so continue.

3.7 Charges

3.7.1 Pricing for Distribution Frame Verticals is as follows:

DESCRIPTION	CHARGES (S\$)
Administrative Fees	
Per Distribution Frame Vertical	
Cancellation Charge	
Distribution Frame (per Frame Vertical per year)	
Central Business District	
Other Commercial Areas	
Residential High Rise	
Residential Landed	
SingTel Build and lease (Distribution Frame Vertical)	
Application Charge	
Cancellation Charge	
Project Study	
Any other Charges as incurred by SingTel	

4. SCHEDULE 4 – UNBUNDLED NETWORK SERVICES SCHEDULE 4A – EMERGENCY SERVICES

4.1 General

- 4.1.1 The Requesting Licensee shall pay to SingTel the Charges for the conveyance of emergency calls handed over at the Interconnect Gateway Switch as provided in Schedule 4A.
- 4.1.2 The below rate shall be based on the duration of use of the circuit for the call. Duration of use of a circuit shall start at the time the circuit used for the call is seized and end at the time the circuit is released. All calls, regardless of successful or unsuccessful, are chargeable. The Charges shall be accounted in per minute block.
- 4.1.3 "Off-Peak Hour Rate" is applicable to the period of time between 1800 hours and 0800 hours, Monday to Friday and all day Saturday to Sunday inclusive, and gazetted public holidays.
- 4.1.4 "Peak Hour Rate" is applicable to the period of time between 0800 hours and 1800 hours, Monday to Friday inclusive, but not including gazetted public holidays.

4.2 Charges

4.2.1 Call Charges Payable by the Parties for Emergency Service shall be as follows for all calls:

DESCRIPTION	CHARGES (S\$)
Emergency Services call charges per call per minute	
Peak Hour Rate	
Off-Peak Hour Rate	

5. SCHEDULE 5 – ESSENTIAL SUPPORT FACILITIES

SCHEDULE 5A - ACCESS TO LEAD-IN DUCT AND ASSOCIATED LEAD-IN MANHOLES

5.1 General

- 5.1.1 The Requesting Licensee shall provide its agreement to proceed with the construction of Connection Duct within five (5) Working Days from the Final Approval, and to pay the Charges incurred in the construction of Connection Duct.
- 5.1.2 The Charges that SingTel would incur in the provision of Connection Duct:
- (a) laying of 110mm duct(s) ("Connection Duct") of one meter away from the leadin manhole;
- (b) printing of site plan;
- (c) constructing duct seal for the Connection Duct(s); and
- (d) any other Charges as reasonably incurred by SingTel for the provisioning of Connection Duct;
- 5.1.3 The Requesting Licensee shall provide its agreement within five (5) Working Days from the In-Principle Approval to proceed with a detailed study which would includes the conducted a site survey by SingTel to establish the availability, and its agreement to pay the Charges incurred in conducting the detailed study.

5.2 Application Fee

5.2.1 The Requesting Licensee shall pay the application fee regardless of the outcome of the application.

5.3 **Study**

5.3.1 The Requesting Licensee shall pay for a detailed study including a site survey by SingTel to establish the availability of Ducts and Manholes.

5.4 Cancellation Fee

- 5.4.1 If the Requesting Licensee cancels or postpones the cable installation date after, it shall pay SingTel a cancellation Charge and any other Charges for the work that SingTel incurred up to the point the request is cancelled.
- 5.4.2 The Requesting Licensee shall re-apply for a new request for cable installation work in accordance with this clause.

5.5 Request for Physical Access

5.6 The Requesting Licensee shall pay SingTel the Charges for processing and administering the request for physical access.

5.7 Rejection of request for physical access

5.7.1 Where SingTel rejects the request for access, the Requesting Licensee must pay, within ten [10] Working Days from the date of rejection, the Charges in arrears calculated from the date of installation.

5.8 Construction of Connection Duct

- 5.8.1 The Requesting Licensee shall pay the Charges incurred in the construction of Connection Duct as follows.
- (a) any other Charges as reasonably incurred by SingTel for the provisioning of Connection Duct.

5.9 Charges for duct/manhole

5.9.1 Where SingTel approves the order, the Requesting Licensee must pay, within ten [10] Working Days from the date of approval, the Charges in arrears calculated from the date of access (including the date of deemed access).

5.10 Charges

5.11 Pricing of Lead-in Ducts and their associated Lead-in Manholes is as follows:

DESCRIPTION	CHARGES (S\$)
Administrative fees (excluding site survey Charges)	
Per Lead-in Manhole	
Cancellation Charge (per Lead-in Manhole)	
Lead-in Duct and its associated Lead-in Manhole (per Lead-in Duct per metre per year)	
Central Business District	
Other Commercial Areas	
Residential High Rise	
Residential Landed	
Detailed Study Charge (per Lead-in Manhole)	
Detailed Study Charge	
Cancellation Charge (per Sub Loop)	
Printing of Site Plan (A4)	
Any other Charges as incurred by SingTel	
Construction of Connection Duct (per Connection Duct) - 1m of 110mm lead-in duct	
Application for Installation of Underground Equipment	
Per Lead-in Manhole	
Cancellation Charge	
Application for Physical Access (Per Lead-in Manhole)	

DESCRIPTION	CHARGES (S\$)
Miscellaneous Charges	
Site Survey (per Lead-in Manhole) – Half Day	
Site Survey (per Lead-in Manhole) – Full Day	
Contractor Cost for Manhole Site Survey – Half Day	
Contractor Cost for Manhole Site Survey – Full Day	
Site Meeting to coordinate the Requesting Licensee's ducts, confirmation of SingTel's duct etc. – Half Day	
Site Meeting to coordinate the Requesting Licensee's ducts, confirmation of SingTel's duct etc. – Full Day	
Evaluation of support and protection where SingTel's plant is exposed	
Any other Charges as incurred by SingTel	

5B - ACCESS TO TOWER SPACE AND CO-LOCATION AT TOWER SITES

5.12 General

- 5.12.1 The Requesting Licensee shall provide its agreement within five (5) Working Days from the In-Principle Approval:
- (a) to proceed with a Detailed Study which would include a site survey conducted by SingTel to establish the availability of the Tower Space; and
- (b) to pay the Charges incurred in conducting the Detailed Study.
- 5.12.2 Before the installation of antenna and its associated cable, the Requesting Licensee shall be allowed to cancel any request or approval for licensing of Tower Space upon written notice to SingTel. SingTel may charge an administrative fee for processing such cancellation as well as the cost that SingTel incurred up to the point of cancellation.

5.12.3 **Charges**

DESCRIPTION	CHARGES (S\$)
ORDERING AND PROVISIONING	
Application Fee	
Project Study	
SITE PREPARATION & INSTALLATION	
Site Preparation Work - for Cable Tray, M&E works etc	
Fire Safety Bureau Charges	
Building & Construction Authority Charges	
Construction of Lead-in Duct – 1 metre of 110mm diameter Lead-in Duct (including Construction of Connection Duct to lead-in manhole and duct seal)	
Installation of Optical Fibre	
Provision, installation and termination of Power and Earth comms cable	

DESCRIPTION	CHARGES (S\$)
USAGE / LICENSE CHARGES	
Floor Space (min of 1 m ² to max 10 m ²)	
Power (min of 20 fused amperes)	
Tower Space	
Lead-in Ducts and its associated Lead-in Manhole	
MANPOWER COST	
- Supervision of work during installation	
- Site Inspection	
- Final Inspection	
- Escort Service for Physical Access	
RECOVERY	
Recovery of Equipment, Cables, Cable Trays, M&E works (where applicable) upon termination of Access to Tower Space or Co-Location.	

5.13 **Detailed study**

5.13.1 The Requesting Licensee shall pay for the Charges incurred by SingTel in conducting a detailed study including a site survey to establish the availability of Tower Space.

5.14 Provisioning of tower space

5.14.1 The Requesting Licensee shall pay for the Charges reasonably incurred by SingTel for the provisioning of Tower Space.

5.15 Construction of Connection Duct

- 5.15.1 The Requesting Licensee shall pay the Charges incurred in the construction of Connection Duct.
- 5.16 Cancellation of request or approval for tower space
- 5.16.1 SingTel may charge an administrative fee for processing such cancellation as well as the cost that SingTel incurred up to the point of cancellation.

SCHEDULE 6 - NUMBER PORTABILITY

- 5.17 The RNO shall pay DNO the following Charges for the provisioning of Number Portability Services:
 - (a) Administration Charges
 - (b) Conveyance Charges

5.18 Administration Charges

- 5.18.1 The DNO shall recover the Administration Charges from the RNO for the provisioning of Number Portability Service.
- 5.18.2 The Administration Charge payable to the DNO is a one-time Charge for the performance of the following tasks:
 - (a) Processing of NP Applications;
 - (b) Processing of NP termination applications; and
 - (c) Processing of NP withdrawal applications.
- 5.18.3 Where there is an application for termination of Number Portability Service with return to DNO (Number Portability Service Port Back Application), the original RNO shall recover the one-time Administration Charge from the original DNO for the processing of the application.
- 5.18.4 Unless otherwise agreed, Administration Charges shall be consolidated on a monthly basis and the consolidated invoice issued in accordance with Schedule 9, unless indicated otherwise in Schedule 6.

5.18.5 Administration Charges

DESCRIPTION	CHARGES (S\$)
Number Portability Service Application Charge	
Number Portability Service Withdrawal Charge	
Number Portability Service Termination Charge	
Number Portability Service Port Back Application Charge	

5.18.6 Subsequent Portability per Ported Number

DESCRIPTION	CHARGES (S\$)
Application	
Database Updates	

5.19 Conveyance Charges

- 5.19.1 The Conveyance Charge is a recurrent Charge that the DNO can recover from the RNO.
- 5.19.2 The Conveyance Charge shall take effect on the Effective Date at which Number Portability Service is provided and shall cease to apply from the termination date of the Number Portability Service.
- 5.19.3 The Conveyance Charge is to be levied on a per IN dip basis for each Ported Number.
- 5.19.4 Each Party shall for the Conveyance Charge, collect for each query made to the IN for each ported number in which Number Portability Service is provided to the other Party, a transaction record for processing.
- 5.19.5 The call records collected in accordance with clause 5.19.4 shall be the source of data used by each Party to invoice for the Conveyance Charges for Number Portability Service it provides to the other Party under Schedule 6.

- 5.19.6 Conveyance Charges shall be dealt with in accordance with Schedule 9 unless indicated otherwise in this Schedule 6.
- 5.19.7 All Conveyance Charges shall be billed in the Billing Period/Financial Year in which those IN query was made.
- 5.19.8 The DNO shall continue to bill the RNO the Conveyance Charges until such time the Number Portability Service is terminated to the telephone number as requested by RNO.
- 5.19.9 The Charges applicable under this RIO Agreement are as follows:

DESCRIPTION	CHARGES (S\$)
Conveyance Charge per Database Dip	

6. SCHEDULE 7 – WHOLESALE SERVICES

7A - DARK FIBRE

6.1 General

- 6.1.1 The Requesting Licensee shall pay the following Charges for the Wholesale Dark Fibre service as
- 6.1.2 A surcharge shall be payable for any work requested by the Requesting Licensee including but not limited to the removal, measurement and testing at the Requesting Licensee's premises outside SingTel's office hours as shown below:

Monday to Friday : 8.00 am to 5.00 pm } Excluding Public

Saturday : 8.00 am to 12.00 noon } Holidays

- 6.1.3 Where the Requesting Licensee requests for a specific period to complete provision of the Service (hereinafter in this clause referred to as 'Service Provision'), SingTel shall, in consultation with the Requesting Licensee, determine the date to complete the Service Provision (hereinafter called 'RFS Date') and SingTel shall apply the prevailing rate for the specific period of completion.
- 6.1.4 In the event that SingTel is unable to complete the Service Provision by the RFS Date, the Requesting Licensee shall only be liable to pay the Fees and Charges for Service Provision at the rate(s) applicable as at the date of completion of the Service Provision.. Notwithstanding the aforesaid, the Fees and Charges for the rental for the new circuits, if any, shall commence from the date the Requesting Licensee accepts the Service Provision.
- 6.1.5 In the event that SingTel is unable to complete the Service Provision or any part thereof by the RFS date, then,
- (a) The Requesting Licensee may cancel the Service Provision which SingTel is unable to complete by the RFS date without being liable to pay SingTel the cancellation Charges referred to in Clause 7.1.9 hereof. In such an event, save as aforesaid, the Requesting Licensee shall have no other claim whatsoever,

- whether in damages or otherwise against SingTel for the said failure of SingTel to complete the work Service Provision by the RFS date; or
- (b) The Requesting Licensee may accept the Service Provision and pay for the same at the rates applicable on the date the Service Provision are completed by SingTel.
- 6.1.6 Provided always that the Requesting Licensee shall notify SingTel in writing as to whether the Requesting Licensee would want to select option (a) or (b) within three (3) Days of SingTel's failure to meet the RFS date. In the event that the Requesting Licensee fails to notify SingTel of the option which the Requesting Licensee wishes to select within said three (3) Days, then the Requesting Licensee shall be deemed to have selected option (b), unless SingTel and the Requesting Licensee agree otherwise in writing.
- 6.1.7 In the event the Requesting Licensee requests to defer the completion of Service Provision to a date after the originally agreed RFS Date, the Requesting Licensee shall be liable to pay a reservation fee, chargeable at 10% of the Fees and Charges applicable to the duration of the Reservation Period. For the purposes of this clause, the Reservation Period shall be the period between the originally agreed RFS Date and the date of final completion of the Service Provision.
- 6.1.8 In the event that the Requesting Licensee cancels the Service Provision after SingTel has accepted the Requesting Licensee's application for the service but before the service is commissioned by SingTel, then service ordering and before service commissioning, the Requesting Licensee shall be liable to pay the cancellation Charges chargeable at 10% of the Fees and Charges for the full duration of the Initial Contract Term of the cancelled Service Provision as specified by the Requesting Licensee at point of service ordering.
- 6.1.9 If at anytime during the Term, the Requesting Licensee by a written notice to SingTel requests for an increase of contractual period subscribed by the Requesting Licensee under this RIO Agreement, the change requested by the Requesting Licensee shall be effected only if SingTel agrees to the said change in writing. Any change as aforesaid, shall be subject to any change in the applicable Charges thereafter which Charges shall be in accordance with SingTel's rates at the relevant time.

6.2 Monthly Rental and Installation Charges

6.2.1 The recommended monthly rental and installation Charges for the Service are as follows:

DESCRIPTION	CHARGES (S\$)
Each strand of dark fibre link routed via a single telephone exchange	
Monthly Rental	
Installation	
Each strand of dark fibre link routed via two or more telephone exchanges	
Monthly Rental	
Installation	

7B - LEASED INTERNATIONAL PRIVATE CIRCUITS

6.3 General

- 6.3.1 In the event that the Requesting Licensee terminates the Service before the expiry of any Term, the Requesting Licensee's liability to SingTel shall be as follows:
- (a) where the termination is the same as the expiry date of the Term, the rental up to and including the date of termination; or
- (b) where the termination date is before the expiry date of the Term, the rental up to and including the date of termination, and 20% or any other percentage which SingTel may prescribe from time to time of the rental for the period between the date of termination and the expiry date of the Term.

6.4 Requesting Licensee's Liability on Cancellation

6.4.1 In the event that the Requesting Licensee cancels the work after service ordering and before service commissioning, the Requesting Licensee shall be liable to pay the cancellation Charges chargeable at 20% or any other percentage which SingTel may prescribe from time to time of the Charges for the full duration of the Initial Contract Term of the cancelled works as specified by the Requesting Licensee at the point of service ordering.

6.5 Charges

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SCHEDULE 8 - CO-LOCATION

6.6 General

- 6.6.1 The charges applicable for Co-Location are provided in Table 1, 2 and 3.
- 6.6.2 Table 1 sets out the common charges applicable for Co-Location for Point of Interconnect (POI), Point of Access (POA), Satellite Earth Station, and Submarine Cable Landing Station.
- 6.6.3 Table 2 sets out the additional charges applicable for Co-Location for Point of Interconnect (POI), Satellite Earth Station, and Submarine Cable Landing Station.
- 6.6.4 Table 3 sets out the additional charges applicable for Co-Location for Point of Access (POA).
- 6.6.5 Quarterly Charges for the Co-Location site shall commence from the date the Requesting Licensee confirms its acceptance of the Charges for Site Preparation and shall be paid in advance of the leased period.

6.7 Charges

6.7.1 The charges are as follows:

TABLE 1 - COMMON CHARGES FOR CO-LOCATION AT:

POI/POA/SATELLITE EARTH STATION/SUBMARINE CABLE LANDING STATION

DESCRIPTION	CHARGES
Ordering And Provisioning	
Application Fee	
Project Study	
Site Preparation & Installation	
Site Preparation Work - for Cable Tray, M&E works etc	
Fire Safety Bureau Charges	
Building & Construction Authority Charges	
Construction of Lead-in Duct – 1 metre of 110mm diameter Lead-in Duct (including Construction of Connection Duct to lead-in manhole and duct seal)	
Installation of Optical Fibre	
Provision, installation and termination of Power and Earth comms cable	
Usage / License Charges	
Floor Space (min of 1 m ² to max 10 m ²)	
Power (min of 20 fused amperes)	
Lead-in Ducts and its associated Lead-in Manhole	

DESCRIPTION	CHARGES
Manpower Cost	
- Supervision of work during installation	
- Site Inspection	
- Final Inspection	
- Escort Service for Physical Access	
Recovery	
Recovery of Equipment, Cables, Cable Trays, M&E works (where applicable) upon termination of Co-Location.	

TABLE 2 - ADDITIONAL CHARGES FOR CO-LOCATION AT:

POI/ SATELLITE EARTH STATION/SUBMARINE CABLE LANDING STATION

DESCRIPTION	CHARGES
Site Preparation & Installation	
Provision, installation and termination of Transmission Tie-cable	

TABLE 3 - ADDITIONAL CHARGES FOR CO-LOCATION AT:

POA

DESCRIPTION	CHARGES
Usage / License Charges	
Subscriber Loop Tie Cable minimum bundle of 200 pairs and multiples of 200 pairs thereof)	
Exchange Distribution Frame (MDF) Access	