SCHEDULE 2C

CALL TRANSIT SERVICE

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SCHEDULE 2C

CALL TRANSIT SERVICE

1. GENERAL

- 1.1 SingTel will use its reasonable endeavours to supply the Call Transit Service from the Requesting Licensee's Network through the SingTel Network in accordance with this Schedule:
- (a) in respect of the Call Types for which the process in clause 3 has been followed; and
- (b) to the Third Party Networks in respect of which the process in clause 3 has been followed,

(Transit Interconnected Calls).

- 1.2 Notwithstanding the Interconnection of the SingTel Network and the Requesting Licensee's Network:
- (a) SingTel shall not be obliged to accept Calls other than Transit Interconnected Calls under this Schedule;
- (b) the Requesting Licensee will not hand over to SingTel Calls other than Transit Interconnected Calls under this Schedule; and
- (c) SingTel shall have no obligation to provide Call Transit Services in respect of Calls to Third Party Networks, other than Transit Interconnected Calls.
- 1.3 SingTel will only be required to provide the Call Transit Service to the Requesting Licensee to the extent that the Requesting Licensee has complied with Schedule 1 and this Schedule 2C.
- 1.4 SingTel shall only provide Call Transit Services under this Schedule:
- (a) to Requesting Licensees; and
- (b) in respect of Third Party Networks,

which are directly and Physically Interconnected to the SingTel Network.

1.5 The Requesting Licensee acknowledges that it is its sole responsibility to agree on Call Origination and Termination arrangements with Third Party Network Operators (including settlement for Termination) to whose Network the Call Transit Service is being provided to the Requesting Licensee under this Schedule. SingTel will not be liable to pay the Third Party Network Operator an amount for Termination of the Transit Interconnected Calls on Third Party Networks.

2. FORECASTS

- 2.1 This clause applies to Forecasts to be provided by the Requesting Licensee to SingTel in relation to Network Capacity, if the Requesting Licensee reaches a minimum Interconnection Capacity of sixty-three (63) E1s for Interconnection with the SingTel Network.
- 2.2 The Requesting Licensee shall provide to SingTel the Forecasts for Network Capacity required for the provision of the Call Transit Service on or near 1 March and 1 September of each year and in the formats in Annex 2C-4.
- 2.3 The Forecasts shall be for periods commencing six (6) months from 1 April and 1 October (**Forecast Date**) respectively, and be for a period of thirty-six (36) months, in intervals of six (6) months for the first twelve (12) months, and yearly thereafter.
- 2.4 Subject to clause 20 of the main body of this RIO Agreement, SingTel will respond to a Forecast within fifteen (15) Business Days, or any other period as may be agreed, of receipt. The response shall be either:
 - (i) an acknowledgment that SingTel is able to provide the Forecasted Network Capacity in the first six (6) month period by a particular date (Forecast Delivery Date);
 - (ii) an acknowledgment that SingTel is able to provide the Forecasted Network
 Capacity in the first six (6) month period, but not be able to provide those
 quantities in accordance with the Forecast timeframes; or
 - (iii) an advice that SingTel is unable to provide the Forecasted Network Capacity in the first six (6) month period as procurement is required.
- 2.5 Where procurement is required in order to meet the Forecast, and SingTel advises the Requesting Licensee pursuant to clause 2.4, SingTel shall seek confirmation of the Forecast. As a general guide, the provisioning time is twelve (12) months from the Forecast Date.

- 2.6 If the Requesting Licensee seeks Network Capacity at a level other than the Forecast level or on a date other than the agreed Forecast Delivery Date, it may make a request to SingTel to study the feasibility of such a request. SingTel shall undertake a feasibility study, and the Requesting Licensee shall pay a fee to SingTel for the conduct of the study in response to the request.
- 2.7 SingTel is under no obligation to provide Network Capacity other than in accordance with the accepted Forecast Capacity requirements and the Forecast Delivery Dates.
- 2.8 Clauses 2.6 and 2.7 are not intended to create a process in substitution for the normal Forecasting process.
- 2.9 The Requesting Licensee agrees that:
- (a) the first six (6) months of each Forecast given by it is a commitment for the full quantity of Network Capacity which SingTel will necessarily supply or install in order to meet that Forecast;
- (b) it will pay all Charges calculated in accordance with Schedule 9 relating to its failure to utilise the full quantity of Network Capacity in relation to a Forecast; and
- (c) there shall be no variation in the Forecasts as provided to SingTel.
- 2.10 If, following acceptance of a Forecast, SingTel is unable to provide the Network Capacity or provide the Network Capacity by the Forecast Delivery Date, in whole or part, it must advise the Requesting Licensee promptly and both Parties must, where practicable, negotiate a new delivery timetable. To assist in this negotiation, SingTel may offer alternatives where available.

2.11 Delivery of Forecast Capacity

2.11.1 The Parties shall use their reasonable endeavours to ensure that its Network Facilities on its side of the relevant POI are provisioned on the Forecast Delivery Date (or as otherwise agreed) and maintained in accordance with the Forecasts.

2.12 Recovery for Over Forecasting

2.12.1 If the Actual Usage by the Requesting Licensee of the Network Capacity is greater than or equal to ninety (90) percent of its Forecast, no over-forecasting Charges shall apply.

- 2.12.2 If the Actual Usage by the Requesting Licensee of the Network Capacity is less than ninety (90) percent of its Forecast, the Requesting Licensee shall pay the amount calculated in accordance with Schedule 9 until such time as Actual Usage reaches ninety (90) percent.
- 2.12.3 Where a dispute arises in respect to the Actual Utilisation under this clause 2.12, the matter will be referred for resolution in accordance with Schedule 11.

3. CALL TYPES

- 3.1 This clause 3 applies where the Requesting Licensee wishes to extend the use of the Call Transit Service provided by SingTel:
- (a) to a Call Type in respect of which the process in this clause 3 has not already been undertaken; or
- (b) to a Third Party Network in respect of which the process in this clause 3 has not already been undertaken.
- 3.2 The Requesting Licensee shall notify SingTel by means of the request form set out in Annex 2C-1 of its request:
- (a) to extend the use of the Call Transit Service to a particular Call Type; or
- (b) to extend the provision to it of the Call Transit Service to a particular Third Party Networks.
- 3.3 SingTel shall acknowledge, in writing, receipt of the Requesting Licensee's request under clause 3.2 within five (5) Business Days.
- 3.4 Following receipt of a request form under clause 3.2, SingTel shall assess that request and notify the Requesting Licensee that either:
- (a) the implementation of the request in respect of the requested Call Type or the particular Third Party Network involves only Network Conditioning in SingTel's Network, in which case the Negotiation Period shall be thirty (30) Business Days; or
- (b) the implementation of the request in respect of the requested Call Type involves work in addition to or as an alternative to Network Conditioning in the SingTel Network, in which case the Negotiation Period shall be ninety (90) Business Days.

- 3.5 The Parties shall negotiate in good faith the requirements, implementation Charges and timetable for extending the use of the Call Transit Service provided by SingTel in accordance with the Requesting Licensee's request under clause 3.2 for the Negotiation Period notified in clause 3.4, failing which either Party may commence the Dispute Resolution Procedure in accordance with Schedule 11.
- 3.6 Where the Parties have reached an agreement in accordance with clause 3.5, SingTel will commence implementation in accordance with the agreed timetable.
- 3.7 Nothing in this clause 3 requires SingTel to perform any changes in its Network or to commence the supply of Call Transit Services for a Call Type to a Third Party Network until the Parties have completed the Change Process for that Call Type or Third Party Network and all Network Conditioning Charges have been agreed by the Requesting Licensee.

4. CHARGING PRINCIPLES

4.1 Transit Charge

- 4.1.1 The Requesting Licensee must pay Call Transit Charges for all Transit Interconnected Calls that Originate on its Network regardless of the payment by the Requesting Licensee to the Third Party Network Operator.
- 4.2 SingTel shall, for those Transit Interconnected Calls for which it is providing a Call Transit Service, collect a Call record for each individual Transit Interconnected Call whether in bulk or on a CDR basis and process such records in accordance with clause 5.
- 4.3 The Call records collected by SingTel in accordance with this clause 4 shall be the source of the data used by SingTel to invoice for the Call Transit Service it provides under this RIO Agreement.
- 4.4 The calculation of Charges for Call Transit Service will be based on the number of Call durations recorded on the basis of the applicable Billing Unit, and in accordance with the applicable rates set out in Schedule 9.
- 4.5 Calls shall be Charged for 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 whether successful or unsuccessful, are Chargeable. The Charges shall be accounted in per minute block.

- 4.6 The Parties shall agree that if a Chargeable Call Duration extends over two (2) or more charge rate periods, the Call shall be recorded as a single Call in the Charge rate period applying at the commencement of the Call and the Chargeable Call Duration will be determined by adopting the applicable rate set out in Schedule 9 for the applicable Charging period in which the Call is answered.
- 4.7 The Parties shall agree that for Calls that cross over to the next Billing Period, the Calls shall be billed in the Billing Period in which those Calls end.

5. BILLING VERIFICATION INFORMATION

- 5.1 SingTel shall provide Billing Verification Information for the Call Transit Service in accordance with the format set out in Annex 2C-2 within fourteen (14) Calendar Days from the end of each Billing Period, together with the invoice for the Call Transit Service to be issued in accordance with Schedule 9.
- 5.2 In addition to the obligation in clause 5.1 when there is a dispute in relation to invoices issued for the Call Transit Service, the parties shall exchange the Detailed Billing Verification Information set out in Annex 2C-3.
- 5.3 In the event that SingTel cannot record Billing Verification Information for the Call Transit Service due to a system error or other fault, upon the request of SingTel, the Requesting Licensee will provide Billing Verification Information to SingTel.
- 5.4 Where the Billing Verification Information collected by the Requesting Licensee is not available under clause 5.3, the Parties will negotiate in good faith alternative Billing arrangements, such as an estimation based on the previous three (3) months Billing Verification Information, that are appropriate in the circumstances.

6. CESSATION OF ARRANGEMENTS WITH THIRD PARTY NETWORK OPERATORS

- 6.1 If SingTel proposes to disconnect its Network from a Third Party Network, then SingTel will provide the Requesting Licensee with no less than six (6) months notice of the proposed disconnection from the Third Party Network and SingTel may cease to provide the Call Transit Service to the Third Party Network upon the expiry of the notice save for situations where six (6) months notice is not reasonably practicable. In such situations SingTel shall provide as much notice as is reasonably practical and may cease to provide the Call Transit Services at such time as specified in the notice.
- 6.2 If a Third Party Network Operator disconnects or proposes to disconnect its Network from the SingTel Network, SingTel shall notify the Requesting Licensee of the

disconnection or proposed disconnection as soon as practicable, subject to confidentiality restrictions, after receiving notice from the Third Party Network Operator of the disconnection or proposed disconnection and SingTel may cease to provide the Call Transit Service to the Third Party Network at such time as the notice from SingTel to the Requesting Licensee indicates.

ANNEX 2C-1 : REQUEST FORM FOR INTRODUCING CALL TYPE (CALL TRANSIT SERVICE)

1. GENERAL

1.1 Transit Call Request Name and Description

The Requesting Licensee is to provide a general description of Call Type and the Third Party Networks to which the Call Transit Service is sought (eg Requesting Licensee PSTN to XYZ 00X etc).

1.2 Date to be Introduced (Proposal)

The Requesting Licensee is to indicate the preferred implementation date for access to be available.

1.3 Number Related Information

The Requesting Licensee is to specify the service code or number range used for the Call Type as well as the number length.

2. CALL ORIGINS AND DESTINATIONS

The Requesting Licensee is to indicate which origins the Call Type is required from (eg Requesting Licensee international incoming to XYZ 00X; Requesting Licensee to XYZ 00X etc) and destinations (eg Third Party Networks) the Call Type is required to.

3. NETWORK CONFIGURATION

3.1 Network Configuration/Routing Information

The Requesting Licensee is to indicate the network configuration (with a diagram) through which the Call Type is to be conveyed.

3.2 Trunk Group (Circuit Assignment)

The Requesting Licensee is to indicate how traffic to the Call Type will be routed, as well as which trunk groups are to be used at the Interconnect Gateway Switches/SGS.

3.3 Other Engineering Requirements

The Requesting Licensee may list down other requirements required for the Call Type, such as routing of traffic to mass Calls on choked circuits.

4. BILLING AND CHARGING REQUIREMENT

4.1 Operator Billing

The Requesting Licensee is to indicate how inter-operator Billing and settlement is to occur.

ANNEX 2C-2 : BILLING VERIFICATION INFORMATION FOR CALL TRANSIT SERVICE

BILLING INFORMATION FOR SINGTEL

Call Description	Time Zone	Call duration (in minutes)	Call charges (in S\$)
Originating Call from the Requesting	Peak	5400	\$xxx.xx
Licensee's Network via SingTel Network (Transit Charge)	Off Peak	2700	\$xxx.xx
Total		хххх	\$xxx.xx

ANNEX 2C-3: DETAILED BILLING VERIFICATION INFORMATION

1. Billing Verification for SingTel IGS

				Originating From the Requesting Licensee's Network		
				(Transit via	SingTel Network)	
				X-Charge payable by the Requesting Licensee		
S/N	ExchID	System	Time Zone	Attempts	Duration (in mins)	
1	IGS1	FBO001	Peak	444	4442	
			Off Peak	2334	23345	
2	IGS1	FBO002	Peak	444	4442	
		_	Off Peak	2334	23345	
3	IGS2	FBO001	Peak	444	4442	
		_	Off Peak	2334	23345	
4	IGS2	FBO002	Peak	444	4442	
			Off Peak	2334	23345	
5	IGS3	FBO001	Peak	444	4442	
			Off Peak	2334	23345	
6	IGS3	FBO002	Peak	444	4442	
		_	Off Peak	2334	23345	
7	IGS4	FBO001	Peak	444	4442	
			Off Peak	2334	23345	
8	IGS4	FBO002	Peak	444	4442	
			Off Peak	2334	23345	

2. Billing Verification for SingTel SGS

				Originating From the Requesting Licensee's Network		
				(Transit via S	ingTel Network)	
				X-Charge payable by the Requesting License		
S/N	ExchID	System	Time Zone	Attempts	Duration (in mins)	
1	SGS1	SBO001	Peak	444	4442	
			Off Peak	2334	23345	
2	SGS1	SBO002	Peak	444	4442	
			Off Peak	2334	23345	
3	SGS2	SBO001	Peak	444	4442	
			Off Peak	2334	23345	
4	SGS2	SBO002	Peak	444	4442	
			Off Peak	2334	23345	

ANNEX 2C-4: FORECASTING OF NETWORK CAPACITY

Traffic Forecasts shall be accordance with clause 2 and in respect of each POI:

			and _	
Forecasting Period: From	to			
(i) Busy Hour Traffic Forecast Erlang B traffic table):	for Call Origin	ation/Termination	n/Transit Servic	e (according to
	Year 1		Year 2	Year 3
	First 6 months	Subsequent 6 months		
Busy Hour Traffic for Call Origination Services				
Busy Hour Traffic for Call Termination Services				
Busy Hour Traffic for Call Transit Services				
(i) Volume of Call Origination/Term	nination/Transit	t Services (in call a	attempts and ca	all-minutes):
	Year 1		Year 2	Year 3
	First 6 months	Subsequent 6 months		
Volume of Call Origination Services (in Call attempts)				
Volume of Call Origination Services (in Call minutes)				
Volume of Call Termination Services (in Call attempts)				
Volume of Call Termination Services (in Call minutes)				
Volume of Call Transit Services (in Call attempts)				