

**APPENDIX 1**

**DIRECTED AMENDMENTS TO SCHEDULE 7B OF SINGTEL'S RIO**

## **SCHEDULE 7B**

### **WHOLESALE LOCAL LEASED CIRCUITS (TAIL CIRCUITS)**

## SCHEDULE 7B

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## SCHEDULE 7B

### WHOLESALE LOCAL LEASED CIRCUIT (TAIL CIRCUITS) SERVICE

*IDA'S 30 December 2005 Direction:*

#### **GENERAL COMMENTS**

1. *SingTel is providing TLLC as a mandated wholesale service under the requirements of the Telecom Competition Code 2005. In this respect, in IDA's decision of 19 October 2005 ("G.703 Decision"), IDA directed SingTel to offer n X 64 kbps TLLC service with handover at both V.35 interface standard and G.703 interface standard with grooming. Therefore, besides offering to handover the TLLC service at V.35 interface standard, SingTel is also required to now offer to handover the TLLC service at G.703 interface standard with "grooming".*
  
2. *However, instead of limiting its proposed amendments to implementing the G.703 Decision in an effective manner by simply offering an additional handover interface standard, SingTel has proposed to change the underlying description of what constitutes a TLLC service in Schedule 7B. Specifically, SingTel has proposed to draw a distinction between "point-to-point" ("PTP") and "point-to-multipoint" ("PTMP") TLLC services, where the former refers to TLLCs that are obtained without "grooming" service and the latter with "grooming" service. In the case of a PTMP TLLC service, SingTel also proposes to further define such service by breaking it into two separate elements: an "A-end Link" comprising a circuit connecting the end-user's premises to SingTel's TLLC equipment; and a "B-end Link" comprising a circuit connecting SingTel's TLLC equipment to the Requesting Licensee's co-located equipment at SingTel's exchange building. Notwithstanding, SingTel did not provide IDA with any legitimate justification for its proposed amendments. On the contrary, IDA is of the view that there are good reasons for rejecting SingTel's proposals:*
  - (a) *From a technical standpoint, the offering of an additional interface standard for handover does not justify making such distinctions. Currently, a request for TLLC services, with or without obtaining "grooming" services, will comprise of the same elements: circuits connecting between the end-user's premises and SingTel's TLLC equipment; and circuits connecting between SingTel's TLLC equipment to the Requesting Licensee's co-located equipment. Clearly, the handing over of the TLLC service at G.703 interface standard with "grooming"*

*does not require the technical set-up to be any different from what SingTel already currently offers to provide under Schedule 7B. Hence, IDA fails to see any legitimate justification for SingTel to now propose amendments to draw a distinction between PTP and PTMP TLLC service, as well as between “A-end Links” and “B-end Links”.*

- (b) *Arising from paragraph (a) above, IDA also views that there is no reasonable justification for SingTel to impose a charge for the so-called “B-end Links” in the case where a Requesting Licensee requests for TLLC with “grooming” service:*
- (i) *Clearly, the “B-end Link” for which SingTel is proposing to impose a separate charge is not a new element in the technical set-up. Currently, SingTel charges the Requesting Licensee a single monthly recurring charge and a one-time installation charge for the TLLC service comprising of a circuit between the end-user’s premises and SingTel’s TLLC equipment (i.e. SingTel’s so-called “A-end Link”), and another circuit between the TLLC equipment and the Requesting Licensee’s co-located equipment (i.e. SingTel’s so-called “B-end Link”).*
  - (ii) *However, under SingTel’s proposal, SingTel wants the Requesting Licensee to pay the same current charges for the TLLC service but these charges now only cover the circuit connection between the end-user’s premises and SingTel’s TLLC equipment (i.e. SingTel’s so-called “A-end Link”). To complete the TLLC service, the Requesting Licensee will also have to pay an additional monthly recurring charge of \$1,900.00 and one-time installation charge of \$1,500.00, just to obtain the same connection between SingTel’s TLLC equipment and its co-located equipment (i.e. SingTel’s so-called “B-end Link”). IDA’s position is that it is unreasonable for SingTel to impose a charge for an element in the TLLC service which is neither new nor additional to what it currently provides to the Requesting Licensee.*
  - (iii) *IDA also notes that SingTel may enjoy cost savings as a result of IDA’s decision requiring SingTel to offer to handover TLLC service at G.703 interface standard with “grooming” service. Currently, a Requesting Licensee that obtains multiple TLLCs from SingTel does not have the option to request for the TLLCs to be “groomed”. As such, for each TLLC that it obtains, SingTel must provision an individual circuit (or tie-cable) to connect the TLLC from its TLLC equipment to the Requesting Licensee’s co-located equipment. With grooming, SingTel*

*will only need to provision one circuit or tie-cable for every 1984 kbps of groomed TLLCs. While it could be argued that the provisioning of “grooming” service entails additional activities, IDA notes that SingTel already imposes a separate charge for performing “grooming” service. Accordingly, it is unreasonable for SingTel to seek to impose additional charges when in fact SingTel may derive cost savings.*

- (c) *Finally, IDA notes that SingTel’s proposed charges for TLLC service with “grooming” service (through imposing an additional charge for the “B-end Links” over and above the current charges for TLLC service) in Schedule 9, results in the prices for TLLC service with “grooming” service under Schedule 7B to be higher than the prices for a full LLC PTMP service of an equivalent bandwidth under Schedule 7A. It is completely illogical that the mandated wholesale price of a TLLC service should be higher than the price of a mandated wholesale full LLC service (comprising of both tail and trunk circuits). The effect of such pricing anomaly is contrary to and will defeat IDA’s policy objective of encouraging FBOs to invest in building their trunk circuits and obtaining the bottleneck TLLCs from SingTel.*

3. *Accordingly, IDA directs SingTel to modify this Schedule 7B in the following manner:*

- (a) *Unless SingTel can provide satisfactory justification for its proposals, SingTel must delete all its proposed amendments to distinguish between PTP and PTMP TLLCs, including distinguishing of PTMP circuits into two separate elements of an “A-end Link” and a “B-end Link”; and*

**SingTel Response:**

*Without prejudice to SingTel’s request for reconsideration dated 13 January 2006, SingTel has amended this Schedule 7B in accordance with paragraph 3(a) above.*

- (b) *SingTel must propose amendments that clearly specify that:*
- (i) *in addition to the V.35 interface standard, it will also offer to provide handing over at the G.703 interface standard for all TLLCs of bandwidths from 64 kbps to 1984 kbps; and*
- (ii) *it will offer to provide grooming where the Requesting Licensee requests for handing over at the G.703 interface standard for TLLCs of speeds between 64 to 1536 kbps.*

***SingTel Response:***

***Without prejudice to SingTel's request for reconsideration dated 13 January 2006, SingTel has amended this Schedule 7B in accordance with paragraph 3(b) above.***

- (c) ***SingTel must provide a diagrammatic representation of the handover of TLLCs to the Requesting Licensee. Amongst others, the diagram should clearly specify the point of handover, and demarcate each party's responsibilities.***

***SingTel Response:***

***Noted and amended. Please refer to new Annex 7B-9 – Diagrammatic Representation of the Handover of the TLLC Service.***

**1. SCOPE**

**CLAUSE 1.1 – APPROVED**

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with the Wholesale Local Leased Circuits (Tail Circuits) Service (**TLLC Service**). The TLLC Service enables the Requesting Licensee to establish a connection for the carriage of digital communications from one or more End User's sites to the Requesting Licensee's co-located equipment at the same SingTel exchange building nearest to and serving the End User's sites.

**CLAUSE 1.2 – APPROVED**

- 1.2 The TLLC Service is a dedicated end-to-end digital transmission service connecting:
- (a) the End User's site; and
  - (b) the Requesting Licensee's Co-located equipment at the SingTel Exchange Building nearest to and serving the End User's site.

*IDA's 30 December 2005 Direction: Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete the references to "A-end" and "B-end".*

**SingTel Response:**

*Without prejudice to SingTel's request for reconsideration dated 13 January 2006, SingTel has deleted the references to "A-end" and "B-end".*

- 1.3 The provision of Co-Location Space and physical access thereto at Co-Location Sites for the purposes of being supplied with the TLLC Service must be acquired by the Requesting Licensee in accordance with Schedule 8B.
- 1.4 For the avoidance of doubt, the end link for the End User's site for the TLLC Service shall not terminate at any premises that is not used for the purpose set out in clauses 0 to 1.3. Specifically, the end link of the TLLC Service may not terminate at cable stations, earth stations, SingTel exchanges, manholes, Power Rooms, lead-in pipes, ducting, and sites outside mainland Singapore (for the avoidance of doubt, sites within mainland Singapore include Sentosa Island and Jurong Island) (**Excluded Sites**). For the avoidance of doubt, the following sites are deemed to be Excluded Sites: base stations for mobile network and wireless broadband access network, FBO exchanges, building MDF/TER/Riser rooms, and outdoor cabinets. The TLLC Service will not be provided in respect of any Excluded Sites.

**FORMER PROPOSED NEW CLAUSE 1.5 – DELETION APPROVED**

- 1.5 ~~The TLLC Service is available as either:~~
- ~~(a) a point to point (PTP) circuit; or~~
- ~~(b) a point to multipoint (PTMP) circuit, comprising of an A-end Link and a B-end 1984 kbps Link,~~
- ~~at the bandwidths options set out in Annex 7B-1.~~

*IDA's 30 December 2005 Direction: Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete proposed new Clause 1.5 in its entirety.*

**SingTel Response:**



*Without prejudice to SingTel's request for reconsideration dated 13 January 2006, SingTel has deleted the new Clause 1.5.*

**FORMER PROPOSED NEW CLAUSE 1.6 – DIRECTED AMENDMENTS**

~~1.61.5~~ For the avoidance of doubt, ~~w~~Where the Requesting Licensee requires SingTel to handover a circuit of bandwidth ~~between from~~ 64 kbps ~~and to~~ 1024/1536 kbps using the G.703 interface standard ~~at the B-end, or require SingTel it may request for a PTMP circuit under this Schedule,~~ SingTel must also offer grooming. For the avoidance of doubt, in each instance where ~~the Requesting Licensee requires SingTel to perform grooming, SingTel need only groom the relevant circuits up to a maximum bandwidth of 1984 kbps.~~

*IDA's 30 December 2005 Direction: Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete proposed new Clause 1.6 in its entirety.*

***SingTel Response:***

*Without prejudice to SingTel's request for reconsideration dated 13 January 2006, SingTel has deleted the new Clause 1.6.*

***IDA's 30 December 2005 Direction required SingTel to delete its proposed new Clause 1.6 in its entirety because IDA rejects SingTel's introduction of the concepts of PTP/PTMP circuits and A-end/B-end links. Instead, IDA required SingTel to propose amendments to specify that it will also offer to provide handing over at the G.703 interface standards for all TLLCs of bandwidths from 64 kbps to 1984 kbps, as well as offer to provide grooming where the Requesting Licensee requests for handing over at the G.703 interface standard for TLLCs of speeds between 64 to 1536 kbps. However, SingTel did not propose any such amendments to clearly specify its obligations. Accordingly, IDA hereby directs SingTel to modify its proposed new Clause 1.6 in the manner as set out above to specify its obligations to offer handing over at G.703 interface standards and offer grooming as per IDA's 30 December 2005 Direction.***

~~1.61.6~~ The technical means of delivery (including routing) of the TLLC Service shall be at the sole discretion of SingTel, provided that the routing configuration shall be no less favourable than the routing which SingTel provides to itself, its affiliates and Customers.

~~1.61.7~~ This Schedule only applies to the Requesting Licensee if it is an FBO.

1.71.8 (a) The timeframes in this Schedule relating to TLLC Service activation specified in clauses 3.1 and 4A are subject to delays caused by events outside SingTel's reasonable control, in which case such failure to meet the timeframes shall not constitute a breach of this RIO Agreement and clause 1.9(a) shall not apply, provided that SingTel must notify the Requesting Licensee as soon as practicable upon the occurrence of such events, stating the cause of the events and specifying a new service activation date by extending the relevant timeframes for a period equal to the period of such delays.

(b) For the purpose of sub-clause (a) above, in the event that SingTel is unable to activate service in relation to an TLAR received under this Schedule 7B within the timeframe specified in clause 3.1, and such failure is caused by the cumulative number of TLARs received from all Requesting Licensees exceeding the resources that SingTel has committed to processing the TLARs, such event shall not be considered outside of SingTel's reasonable control, unless SingTel can satisfy the Authority of the following:

(i) the anticipated cumulative number of TLARs that SingTel expects to receive from all Requesting Licensees is reasonable in the circumstances; and

(ii) SingTel has committed sufficient resources to process such anticipated cumulative number of TLARs.

(c) For the avoidance of doubt and subject to clause 1.4, SingTel must complete the TLLC Service activation by the new service activation date notified to the Requesting Licensee and clause 1.9(a) shall apply to such new service activation date.

1.81.9 (a) If SingTel fails to meet any timeframes in this Schedule relating to installation work or maintenance work to be undertaken by SingTel in relation to the TLLC Service, and the failure to meet the timeframe is caused by events within SingTel's reasonable control, SingTel will provide a remedy to the Requesting Licensee in accordance with:

(i) section 2 of the Annexure 7B-5 and any terms and conditions contained therein in respect of installation work;

(ii) section 3 of Annexure 7B-5 and any terms and conditions contained therein in respect of maintenance work; and

- (iii) section 4 of Annexure 7B-5 in respect of claims made under Annexure 7B-5.

(b) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet provisioning timeframes and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

**FORMER CLAUSE 1.9 – DELETION APPROVED**

~~1.9 — For the avoidance of doubt, grooming or aggregation does not form part of the TLLC Service. Grooming and aggregation is the responsibility of the Requesting Licensee.~~

**2. ORDERING AND PROVISIONING PROCEDURE**

- 2.1 The Requesting Licensee shall submit a request for TLLC Service activation in the form of a TLLC Activation Request (TLAR) provided in Annex 7B-2.
- 2.2 In accordance with Schedule 8B, the TLLC Service Co-location Tie Cable pair must be provisioned prior to the Requesting Licensee submitting the TLAR.
- 2.3 In the case of regular provisioning, the Requesting Licensee must submit the TLAR to SingTel no less than fifteen (15) Business Days prior to the requested date of activation for the TLLC Service.
- 2.4 SingTel shall acknowledge the receipt of the TLAR by 5pm on the next Business Day after it is submitted by providing the Requesting Licensee with a request identification number.
- 2.5 SingTel will only process TLARs if the processing timeframe will result in activation of the TLLC Service for that TLAR prior to the expiry of either the TLLC Central Term or the TLLC Non-Central Term (as the case may be).
- 2.6 The TLARs from all Requesting Licensees will be processed on a non-discriminatory “first come first served” basis.

**3. PROJECT STUDY**

- 3.1 SingTel will perform a Project Study in relation to the TLAR submitted by the Requesting Licensee. The Project Study will normally entail a site survey to the End User's site to determine and assess any technical and/or operational issues amongst other matters with

respect to space, cable routing and equipment. Following completion of the Project Study, and in any event not later than ten (10) Business Days from the date of the Requesting Licensee's submission of the TLAR under clause 2.3, SingTel must notify the Requesting Licensee that either:

- (a) the TLAR has been accepted, in which case SingTel will notify the Requesting Licensee of the TLLC Service activation date. For the avoidance of doubt, the TLLC Service activation date must be no later than fifteen (15) Business Days from the date of the Requesting Licensee's submission of the TLAR under clause 2.3 (**Service Activation Date**); or
- (b) the TLAR has been rejected in accordance with clause 3.3.

3.2 For the purposes of this Schedule and the processing of each TLAR, SingTel may have regard to the following when assessing the availability of the TLLC Service:

- (a) the Requesting Licensee's and other Licensees' requirements (including for operations and maintenance purposes) which have been ordered but not yet delivered or which have been provided;
- (b) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies; or
- (c) whether SingTel has plans or otherwise proposes to decommission the network equipment for the provision of the TLLC Service within six (6) months from the date of the Requesting Licensee's submission of the TLAR under clause 2.3.

3.3 SingTel may reject a TLAR (and will provide a written statement of reasons for rejection to the Requesting Licensee) if:

- (a) the end link for the End User's site is in respect of an Excluded Site;
- (b) the Requesting Licensee is not an FBO;
- (c) the TLAR is not in the prescribed form;
- (d) the TLAR does not contain all the required information;
- (e) SingTel reasonably determines that it does not have any TLLC in the area which is the subject of the TLAR;

- (f) SingTel reasonably determines that it does not have available network infrastructure or equipment; or
  - (g) the Co-Location Equipment installed under Schedule 8B is not operational by the time of SingTel's physical provisioning of the TLLC.
- 3.4 If the Requesting Licensee cancels its request for TLLC Service prior to the completion of the Project Study undertaken in clause 3.1, the Requesting Licensee must pay SingTel the Application Charge in Schedule 9.

#### **4. DELIVERY**

- 4.1 If the Requesting Licensee requests cancellation of the TLLC Service before service activation, SingTel reserves the right to charge and the Requesting Licensee shall be liable to pay an amount not exceeding the full amount of the Installation Charges as set out in Schedule 9, and calculated according to the amount of installation work undertaken by SingTel up to the requested date of such cancellation.
- 4.2 If the Requesting Licensee requests a deferment of the Service Activation Date:
- (i) before SingTel has commenced installation work, SingTel shall accept the deferment request, subject to the Requesting Licensee's payment of a deferment fee equivalent to 50% of the Installation Charges set out in Schedule 9, and provided the revised Service Activation Date shall be no more than thirty (30) Calendar Days from the Service Activation Date notified in clause 3.1(a). If the Requesting Licensee requests that the revised Service Activation Date be beyond the said thirty (30) Calendar Days, SingTel reserves the right to reject the deferment request and in such an event, the TLLC ordered as specified in the relevant TLAR shall be deemed cancelled and the Requesting Licensee shall pay to SingTel the Application Charge; and
  - (ii) after SingTel has commenced installation work, SingTel reserves the right to reject the deferment request. For the avoidance of doubt, where SingTel rejects the deferment request, SingTel will complete provisioning the TLLC by the Service Activation Date notified in clause 3.1(a), unless the Requesting Licensee requests for cancellation under clause 4.1.
- 4.3 Notwithstanding clause 4.2, SingTel will not consider any request for deferment of the Service Activation Date submitted by the Requesting Licensee on or after the date notified as the Service Activation Date under clause 3.1(a) (or such other date as determined in accordance with clause 4.2(i)).

4.4 SingTel reserves the right to refuse to install or supply the TLLC Service if SingTel has evidence to substantiate a reasonably held belief to suggest that the end points do not conform to the Service as set out in clauses 0 to 1.3. In such an event, SingTel must provide a written response to the Requesting Licensee explaining the basis of its belief and the evidence it has relied upon.

4.5 The Requesting Licensee shall be responsible for:

- (a) all terminations at its own equipment; and
- (b) providing the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame (in order to facilitate the physical termination of the link to SingTel's distribution frame in accordance with Schedule 8B); and
- (c) patching and maintenance of its associated cables and patch cords to SingTel's network interface points (located at the Requesting Licensee's Customer site) and the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame.

4.6 SingTel shall be responsible for:

- (a) providing the distribution frame in connection with the routing of the Requesting Licensee's TLLC Service; and
- (b) the physical installation and termination of the Requesting Licensee's cabling to SingTel's distribution frame, in accordance with Schedule 8B.

**FORMER PROPOSED NEW CLAUSE 4.7 – DIRECTED AMENDMENTS**

4.7 Where ~~the Requesting Licensee requests a circuit at bandwidth between 64 kbps and 1984 kbps to be~~ SingTel is required to perform groominged under Clause 1.5 above, SingTel shall use its reasonable endeavours to perform the grooming of the circuits in as efficient a manner as possible, by minimising the number of physical circuits for handover to the Requesting Licensee.

***IDA's 30 December 2005 Direction: Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete Clause 4.8 in its entirety and to modify Clause 4.7 to provide that SingTel will use its reasonable endeavours to groom the Requesting Licensee's TLLCs in an efficient manner.***

***SingTel Response:***

***Without prejudice to SingTel's request for reconsideration dated 13 January 2006, SingTel has deleted the new Clause 4.8 and modified Clause 4.7.***

***Please refer to IDA's annotations to former proposed new Clause 4.7 of the 30 December 2005 Direction. The purpose of IDA's required modifications is to clarify that where SingTel performs grooming, it must do so in an efficient manner. Accordingly, IDA directs SingTel to modify its proposed new clause 4.7 to clarify the manner in which SingTel must be efficient in performing grooming, as specified above.***

***FORMER PROPOSED CLAUSE 4.8 – DELETION APPROVED***

~~4.8 Within five (5) Business Days of receipt of the notification under clause 4.7, the Requesting Licensee shall notify SingTel as to whether it consents to the installation of the new B-end 1984 kbps Link and to pay the additional monthly recurring charges and the one-time installation charges for the new B-end 1984 kbps link in accordance with the applicable rates set out in Schedule 9. If the Requesting Licensee does not respond within this period or informs SingTel that it is unwilling to incur the additional monthly recurring charges and the one-time installation charges for the new B-end 1984 kbps Link or informs SingTel of its intention to withdraw the TLAR, SingTel shall not be obliged to proceed with the implementation of the Requesting Licensee request for a PTMP circuit nor to incur any of the additional monthly recurring charges and the one-time installation charges for the new B-end 1984 kbps link and the Requesting Licensee's TLAR shall be deemed to be withdrawn. The Requesting Licensee shall be liable for any costs that SingTel has incurred in connection with implementing the Requesting Licensee's request up until the date of withdrawal of the request. The implementation of the A-end Link and the B-end 1984 kbps Link will only commence when SingTel receives the Requesting Licensee's consent to the installation of the new B-end 1984 kbps Link and to pay the additional monthly recurring charges and the one-time installation charges for the new B-end 1984 kbps link.~~

**4A. EXPRESS PROVISIONING**

4A.1 The Requesting Licensee may request express provisioning of the TLLC Service from SingTel. On receipt of such a request, SingTel will promptly and in good faith discuss with the Requesting Licensee its requirements.

4A.2 If SingTel accepts the Requesting Licensee's request for express provisioning, SingTel must activate service within three (3) Business Days from the date of its acceptance.

4A.3 Nothing in this Schedule shall prevent the Requesting Licensee from submitting a TLAR under clause 2.3 and concurrently requesting SingTel for express provisioning of the same circuit under clause 4A.1. In the event that the Requesting Licensee subsequently obtains express provisioning from SingTel, the TLAR shall be deemed cancelled and any Installation Charge payable upon cancellation of the TLAR shall be waived. For the avoidance of doubt, the Requesting Licensee shall remain liable to pay the Application Charge upon cancellation of the TLAR.

**5. TLLC RE-ROUTING, RE-LOCATION AND CHANGE OF BANDWIDTH AND INTERFACE STANDARD**

5.1 Subject to clause 5.2, SingTel reserves the right to re-route the TLLC at any time. SingTel will implement any re-routing on a non-discriminatory basis and as it would carry out re-routing for itself, its affiliates and Customers.

5.2 Where SingTel proposes to re-route the TLLC, SingTel will provide the Requesting Licensee with fourteen (14) Calendar Days prior notice. In the case of emergency re-routing, SingTel will provide the Requesting Licensee with notice as soon as practicable.

5.3 If the Requesting Licensee makes a request for any TLLC Service to be relocated, such request will be subject to:

- (a) the Requesting Licensee providing the TLAR to SingTel no less than fifteen (15) Business Days prior to the requested date of relocation for TLLC Service;
- (b) the Requesting Licensee being liable to pay to SingTel, where applicable, a Relocation Charge as set out in Schedule 9 of the RIO; and
- (c) only the A-end of the circuit would be relocated for which the Requesting Licensee must produce evidence that the End User is relocating from the original End User Site to the new End User site.

**CLAUSE 5.4 – APPROVED**

5.4 If the Requesting Licensee makes a request for a change of TLLC bandwidth or applicable interface standard, such request shall be deemed to be:

- (a) a request for the deactivation of that TLLC Service, in which event the Requesting Licensee shall be liable to pay to SingTel all recurring Charges in relation to that TLLC Service as specified in clause 6.3; and



- (b) a new request for TLLC Service at the new bandwidth or new interface standard requested, in which event that new request shall be subject to the procedures in clauses 2 to 4A.

*IDA's 30 December 2005 Direction: IDA notes that Clause 5.4 applies to the situation where the Requesting Licensee request for a change in applicable interface standard. Hence, Clause 5.4(b) should also apply to a new request for TLLC Service at the new applicable interface standard requested. Accordingly, IDA directs SingTel to modify this Clause 5.4 accordingly.*

*SingTel Response:*

*Noted and amended.*

## 6. DEACTIVATION

### CLAUSE 6.1 – APPROVED

- 6.1 If the Requesting Licensee wishes to deactivate a TLLC Service under this Schedule, it must submit a request for TLLC deactivation in the form of a TLLC Service Deactivation Request (TLDR) provided in Annex 7B-3. Subject to clause 6.3, the Requesting Licensee may deactivate a TLLC Service at any time upon giving SingTel thirty (30) Calendar Days prior written notice.
- 6.2 SingTel shall process the TLDR and advise the Requesting Licensee of its acceptance or otherwise within three (3) Business Days of its receipt. SingTel may reject the TLDR if:
- (i) the request for TLLC Service deactivation is not in the prescribed form specified in this clause; or
  - (ii) the TLDR does not contain all the required information.
- 6.3 If the Requesting Licensee requests deactivation of a TLLC Service before the expiry of the notice period of thirty (30) Calendar Days, the Requesting Licensee shall remain liable for the recurring charges specified in Schedule 9 for that TLLC Service until the expiry of the thirty (30) Calendar Days notice period. Such liability for recurring charges in the event of deactivation shall commence from the date of deactivation for the remainder of the thirty (30) Calendar Days notice period.

## 7. STANDARD TERMS AND CONDITIONS

7.1 SingTel is responsible for the maintenance and administration of the TLLC Service under this Schedule. For the avoidance of doubt, if the CPE is not bought from SingTel, SingTel is not responsible for the maintenance of such equipment. Any fault due to such equipment is not SingTel's responsibility and treated as no fault found case.

7.2 The Requesting Licensee must at its own expense:

- (a) procure and maintain any equipment or software that it requires to implement, receive and use the TLLC Service, unless SingTel expressly agrees otherwise in writing;
- (b) follow the specifications for the TLLC Service as set out in Annex 7B-4 without modification;
- (c) use its reasonable efforts to ensure that its equipment (and the services supplied and operated by it and used in connection with the TLLC Service) is fault-free, including conducting its own tests to detect any possible faults with such equipment and service it supplies and operates, before reporting any transmission malfunction to SingTel;
- (d) ensure that its equipment is able to work with the TLLC Service;
- (e) raise fault reports to the SingTel representative in accordance to the Fault Restoration Procedures provided in Annex 7B-5 or otherwise as notified by SingTel;
- (f) assume sole responsibility for liaising with End Users for all faults reported or enquiries raised by them, and shall not refer those End Users to SingTel (acknowledging that SingTel assumes no responsibility for and will not interface nor liaise with the End Users);
- (g) ensure that all its equipment connected to or used in conjunction with TLLC Service is approved for use by the Authority where applicable and is connected or used in accordance with the law and shall obtain the prior written approval of SingTel (such approval not to be unreasonably withheld) before connecting (or permitting any person to connect) any equipment to any telecommunications system operated by SingTel or any SingTel Equipment, except where SingTel has dispensed with the requirement for such approval;
- (h) ensure that its equipment (other than SingTel equipment) used or installed by or for it in conjunction with the TLLC Service is compatible and may properly function and operate

with all other equipment (including SingTel equipment) used or installed in connection with the TLLC Service;

- (i) provide and maintain, when so required by SingTel and under the operating conditions and specifications set out in Annex 7B-7 and, as amended by SingTel from time to time, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the TLLC Service and all SingTel equipment including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights;
- (j) use and keep all SingTel equipment that is provided to the Requesting Licensee and that is within the Requesting Licensee's custody and control in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and of SingTel, and shall disconnect or cease to use any such equipment at the reasonable request of SingTel;
- (k) retain all SingTel equipment at all times in the custody and control of the Requesting Licensee at the sites occupied by the End User and the Requesting Licensee;
- (l) promptly comply with all directions given by the IDA and reasonable notices and instructions given by SingTel in respect of the installation, use or operation of the TLLC Service, SingTel equipment and all relevant equipment;
- (m) in relation to any equipment supplied by SingTel to the Requesting Licensee in connection with the TLLC Service and which is not covered by any applicable warranty, pay to SingTel any charges, in the event that any personnel or contractor of SingTel is required to visit any site to inspect, test, repair, install, remove or replace any such equipment, for each visit and/or for the work carried out by personnel or contractor of SingTel at any such premises at a rate to be determined by SingTel at the relevant time;
- (n) ensure adequate preventive measures to avoid radiations and interferences that may disrupt other SingTel services; and
- (o) be fully responsible for and shall procure that the End User's comply with clauses 7.2(i), 7.2(j) and 7.2(m) as set out above and shall indemnify SingTel for any loss or damages that it may suffer as a result of any breach, or default by the End User.

### 7.3 The Requesting Licensee shall not:

- (a) use the TLLC Service other than in accordance with the sole purpose set out in clauses 0 to 1.3;

- (b) use SingTel's brand, name, logo, trademarks, service marks (whether registered or not) or the fact that the TLLC Service is provided using SingTel's network, in promoting or re-providing the Requesting Licensee's services or otherwise, or purport to own the network used to provide the TLLC Service;
- (c) use or permit the use of the TLLC Service or install, connect, link or use (or permit the installation, connection, linking or use) of any telecommunications equipment in contravention of any law or in any manner which would or is likely to cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to any person or which would disrupt the provision or operation of any telecommunications service by SingTel or other Licensees;
- (d) carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any SingTel equipment or equipment supplied by SingTel to the Requesting Licensee without the prior written consent of SingTel (such consent not to be unreasonably withheld);
- (e) use or permit the TLLC Service or any telecommunications equipment to be used in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any telecommunications service by SingTel or other Licensees, without the prior written consent of SingTel (such consent not to be unreasonably withheld); and
- (f) use any equipment supplied by SingTel for any purpose other than that for which such equipment was supplied.

7.4 If any work, operation or use by the Requesting Licensee in relation to the TLLC Service causes (or SingTel reasonably believes will cause) SingTel to incur additional costs beyond the normal provisioning of the TLLC Service, SingTel reserves the rights to advise the Requesting Licensee of such additional costs which would be incurred by SingTel in connection with such work, operation or use and if the Requesting Licensee decides to pursue such work, operation or use, the Requesting Licensee shall reimburse SingTel for such costs.

## **8. ACCESS AND APPROVALS REQUIRED**

8.1 Where an end of the TLLC Service is to be or is located at an End User site, the Requesting Licensee must obtain the permission of the End User to allow SingTel to physically access the site and deal with the equipment. The Requesting Licensee must procure that the End User must:

- (a) provide SingTel with safe and reasonable access to the End User's premises as reasonably required to enable SingTel to install, test, inspect, repair, modify and maintain its equipment at the premises in connection with the provision of the TLLC Service; and
- (b) not permit any person other than a person reasonably identified as an authorised representative of SingTel to maintain, modify, repair or interfere with such equipment.

## **9. PROTECTION AND SAFETY**

9.1 The Requesting Licensee is responsible for the safe operation of its equipment and shall be responsible for the safe operation of the TLLC Service and shall, so far as reasonably practicable, take all necessary steps to ensure that the TLLC Service use and its equipment:

- (a) does not endanger the safety of any person, including the employees, contractors, Customers or Third Party;
- (b) does not cause physical or technical harm to SingTel's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network;
- (c) does not jeopardise the integrity or confidentiality of communications within SingTel's Network; or
- (d) does not threaten the security and accessibility of SingTel's Local Leased Circuits or the TLLC Service.

9.2 The Requesting Licensee must comply with SingTel's standard operating procedures specified in Annex 7B-8 in relation to the use of the TLLC Service, as amended by SingTel from time to time.

## **10. REQUESTING LICENSEE RIGHTS**

10.1 Except to the extent expressly conferred under this Schedule 7B, the approval and provision of the TLLC Service does not vest in the Requesting Licensee any right, title or proprietary interest in any TLLC.

## **11. TERM**

11.1 This Schedule commences on the Wholesale LLC Commencement Date and shall continue until the expiry of:

- (a) eighteen (18) months from the Wholesale LLC Commencement Date for a TLLC that terminates at an End User's site, where that End User's site is within the Central Zone as defined in Annex 7B-6 ("**TLLC Central Term**"); and
- (b) twenty-four (24) months from the Wholesale LLC Commencement Date for all other TLLC not included in paragraph (a) ("**TLLC Non-Central Term**").

11.2 The Service shall commence on the Service Activation Date and continue for a period of thirty (30) Calendar Days from the Service Activation Date, after which it will be renewed automatically on a monthly basis until the occurrence of one of the following events, which ever is the earlier:

- (a) the Requesting Licensee gives notice to SingTel to deactivate the relevant TLLC Service under clause 6.1;
- (b) an event of termination occurs under clause 13; or
- (c) the expiry of the TLLC Central Term or TLLC Non-Central Term.

11.3 The Parties acknowledge that the Authority may terminate SingTel's obligation to provide TLLC Services at any time and in particular on or before the expiry of the TLLC Central Term and/or TLLC Non-Central Term. Notwithstanding any provision in this Schedule 7B, in the event that the Authority modifies or removes the requirement on SingTel to provide the TLLC Service to the Requesting Licensee prior to the expiry of the TLLC Central Term and/or TLLC Non-Central Term, SingTel shall have the right, as the case may be, to:

- (a) modify the terms and conditions contained in this Schedule 7B for the supply of the TLLC Service; or
- (b) terminate the supply of the TLLC Service,  
  
in compliance with the Authority's direction.

## **12. SUSPENSION AND PLANNED OUTAGES**

12.1 Subject to clause 12.2 of the main body of this RIO Agreement, SingTel may suspend the supply of the TLLC Service until further notice on fourteen (14) Calendar Days notice to the Requesting Licensee if the TLLC Service causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of

SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.

- 12.2 SingTel may carry out repairs or upgrades to any equipment or facility used to provide the TLLC Service by giving fourteen (14) Calendar Days notice to the Requesting Licensee (such repair or upgrades to be assessed and performed on the same criteria as SingTel provides to itself, its affiliates and Customers).

### **13. TERMINATION**

- 13.1 Subject to clause 13.2 of the main body of this RIO Agreement, SingTel may immediately terminate the supply of a TLLC Service (in relation to a specific circuit) if:

- (a) the Requesting Licensee uses that circuit for a purpose other than that set out in clauses 0 to 1.3 or as prohibited under clause 7.3(a);
- (b) the Requesting Licensee has committed a service affecting material breach of this Schedule and SingTel has given seven (7) Calendar Days notice of such breach and the Requesting Licensee has failed to rectify such breach within that time;
- (c) the Requesting Licensee has committed a non-service affecting material breach of this Schedule (including but not limited to failure to pay any sum in which the Requesting Licensee has been Invoiced) and SingTel has given fourteen (14) Calendar Days notice of such breach and the Requesting Licensee has failed to rectify such breach within that time;
- (d) in SingTel's reasonable opinion, the Requesting Licensee is using that circuit in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (e) the Requesting Licensee abandons that circuit, provided that the Requesting Licensee has received ten (10) Business Days prior notice of SingTel's intention to terminate on such grounds and the Requesting Licensee did not dispute such notice by SingTel;
- (f) that circuit has become unsafe for its purpose;
- (g) SingTel's right to own, maintain or operate that circuit or the TLLC Service is revoked or terminates or expires; or

(h) use of that circuit causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the SingTel Network.

13.2 SingTel will endeavour to give the Requesting Licensee six (6) months prior notice of the closure of the SingTel Co-Location Site at which the TLLC Service terminates, except in cases where circumstances beyond SingTel's reasonable control prevent SingTel from providing such notice (in which case SingTel must provide notice as soon as practicable after becoming aware of the closure). The Requesting Licensee shall bear its own cost associated with the closure of the Co-Location Site and the termination of the supply of the TLLC Service, and the Requesting Licensee shall solely be responsible for making such alternative arrangements as are necessary to continue to provide its Customers with services. In the event that the Requesting Licensee requests assistance from SingTel, within thirty (30) Business Days after receiving notice under this clause, to provide an alternative solution to the TLLC Service which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the TLLC that is the subject of termination provided that nothing in this clause shall restrict SingTel's right to terminate under this clause 13 and that the ultimate responsibility to find an alternative lies with the Requesting Licensee.

13.3 If during the term of supply of the TLLC Service (in relation to a specific circuit), SingTel has plans to decommission that circuit, SingTel may provide the Requesting Licensee with at least six (6) months prior notice of its intention to terminate the supply of that circuit.

13.4 If this Schedule in whole or in part is terminated or expires for any reason, or the RIO Agreement is terminated for any reason, any supply of the relevant TLLC Service is also terminated.

#### **14. EXPIRY OF TERM**

14.1 Upon expiry or termination of the TLLC Service:

(a) the Requesting Licensee must discontinue the use of the TLLC Service;

(b) SingTel shall disconnect the Requesting Licensee's connectors terminated at SingTel's distribution frame; and



- (c) the Requesting Licensee must disconnect the connectors terminated at its distribution frame and remove the associated cabling between the Requesting Licensee's equipment and SingTel's distribution frame,

each within ten (10) Business Days after the expiry or from the date of termination, whichever is the earlier.

- 14.2 If the Requesting Licensee fails to disconnect and remove the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame under clause 14.1, SingTel shall remove the Requesting Licensee's associated cabling and connectors. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Requesting Licensee's associated cabling and connectors. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

**ANNEX 7B-1 – APPROVED**

*IDA’s 30 December 2005 Direction: Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete all references distinguishing between “PTP” and “PTMP” circuits, as well as delete its proposed new table titled “TLLC (Point-to-Multipoint Circuit) Bandwidth”.*

***SingTel Response:***

***Without prejudice to SingTel’s request for reconsideration dated 13 January 2006, SingTel has modified Annex 7B-1.***

**ANNEX 7B-1 TLLC BANDWIDTH**

The TLLC Service connects the End User’s site to the Requesting Licensee’s Co-located Equipment (such Co-Location obtained under Schedule 8B of the RIO Agreement) at SingTel’s Exchange Building nearest to and serving the End User’s site, for the following bandwidths:

1. 64 Kbps;
2. 128 Kbps;
3. 192 Kbps;
4. 256 Kbps;
5. 384 Kbps;
6. 512 Kbps;
7. 768 Kbps;
8. 1024 Kbps;
9. 1536 Kbps;
10. 1984 Kbps;
11. 2 Mbps;
12. 45 Mbps; and

13. 155 Mbps.

For the 64 Kbps and 128 Kbps bandwidth circuits, the charges for the network terminating equipment are not included in the listed monthly recurring charges and the one-time installation charges related to the Tail Local Leased Circuit in Schedule 9. If purchased or leased from SingTel, the network terminating equipment will have to be separately purchased or leased at the Charges listed in Schedule 9 under Generic Components.

**ANNEX 7B-2 – DIRECTED AMENDMENTS**

*IDA’s 30 December 2005 Direction: Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete all its proposed amendments to distinguish between PTP and PTMP circuits, as well as its proposal to introduce “B-end links”.*

**SingTel Response:**

*Without prejudice to SingTel’s request for reconsideration dated 13 January 2006, SingTel has modified Annex 7B-2.*

**Please refer to IDA’s annotations to Clause 1.5 above, and IDA’s General Comments to Annex 7B-2 of its 30 December 2005 Direction.**

**(1) For efficacy, SingTel’s TLLC Service Activation Request must provide a field for the Requesting Licensee to specify whether grooming is required.**

**(2) IDA required SingTel to delete its proposed amendments distinguishing between A-end links and B-end links. IDA notes that SingTel did not remove all references to A-end and B-end links.**

**Accordingly, IDA directs SingTel to modify this Annex 7B-2 in the manner as specified below.**

**ANNEX 7B-2 REQUEST FORM FOR TLLC SERVICE ACTIVATION**



Date: \_\_\_\_\_

Application Reference Number: \_\_\_\_\_

**TLLC Service Activation Request**

To: Manager, Network Integration and Interconnect Fax: 65-6848 4113

**1. Requesting Licensee Particulars**

Requesting Licensee Name: \_\_\_\_\_

Requesting Licensee BRN: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Please tick relevant box:**

**Grooming**

**Without Grooming**

Facsimile: \_\_\_\_\_

Billable Account No: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

**2. Requesting Licensee Contacts for Test/Maintenance**

A-end Name: \_\_\_\_\_

B-end Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**3. Intended Activation Date:** \_\_\_\_\_

(Normal/Express)

**4. ~~A-End (Customer Location)~~ (For multiple circuits, please complete and attach additional sections of the form for this purpose.)**

**~~B-end (Co-Location Space)~~**

4.1 Customer Name: \_\_\_\_\_

4.2 Site address (with unit number, where available): \_\_\_\_\_

Location of Requesting Licensee's Co-Located Equipment [SingTel Exchange]: \_\_\_\_\_

Specific description of installation location where the unit number is unavailable (eg automatic teller machines): \_\_\_\_\_

4.3 Postal Code: \_\_\_\_\_

4.4 Bandwidth: \_\_\_\_\_  
(Please refer to Annex 7B-1 for the bandwidth required)

4.5 Equipment Type: \_\_\_\_\_

4.6 Equipment Interface Type: \_\_\_\_\_

**TLLC Service Activation Request**

Application Reference Number: \_\_\_\_\_

4.7 NTU (applicable only for 64kbps and 128kbps)

Outright Purchase

Rental

Own NTU  
Please specify:

**5. Tie -Cable Assignment (Tie-Cable identity or reference number installed under Schedule 8B)**

n x 64 kbps Tie-Cable: \_\_\_\_\_

2 Mbps Tie-Cable: \_\_\_\_\_

Coaxial Tie-Cable: \_\_\_\_\_

**6. SingTel's Reply to the Requesting Licensee**

Application returned – incomplete/illegible

Not Approved Reason for Rejection: \_\_\_\_\_

Approved SingTel Approval Code: \_\_\_\_\_

Service Activation Date: \_\_\_\_\_

Circuit Reference Number: \_\_\_\_\_

Wiring Date & Time: \_\_\_\_\_

Sign: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Name: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**7. Processing Status**

Received Date: \_\_\_\_\_ Queue Status: \_\_\_\_\_ Processed Date: \_\_\_\_\_

**ANNEX 7B-3 – DIRECTED AMENDMENTS**

*IDA’s 30 December 2005 Direction: Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete all its proposed amendments to distinguish between PTP and PTMP circuits, as well as its proposal to introduce “B-end links”.*

**SingTel Response:**

*Without prejudice to SingTel’s request for reconsideration dated 13 January 2006, SingTel has modified Annex 7B-3.*

**Please refer to IDA’s General Comments to Annex 7B-3 of its 30 December 2005 Direction. IDA required SingTel to delete its proposed amendments distinguishing between A-end links and B-end links. IDA notes that SingTel did not remove all references to A-end and B-end links. Accordingly, IDA directs SingTel to modify this Annex 7B-3 in the manner as specified below.**

**ANNEX 7B.3 REQUEST FORM FOR TLLC SERVICE DEACTIVATION**



Date: \_\_\_\_\_

Application Reference Number: \_\_\_\_\_

**TLLC Service Deactivation Request**

To: Manager, Network Integration and Interconnect Fax: 65-6848 4113

**1. Requesting Licensee Particulars**

Requesting Licensee Name: \_\_\_\_\_

Requesting Licensee BRN: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Billable Account No: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

**2. Requesting Licensee Contacts for Test/Maintenance**

A-end Name: \_\_\_\_\_

B-end Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

3. **Intended Deactivation Date:** \_\_\_\_\_

**Circuit Reference Number:** \_\_\_\_\_

4. ~~A-End (Customer Location)~~ (For multiple circuits, please complete and attach additional sections of the form for this purpose.)

~~B-end (Co-Location Space)~~

4.1 Customer Name: \_\_\_\_\_

4.2 Site address (with unit number, where available):  
\_\_\_\_\_

Location of Requesting Licensee's Co-Located Equipment [SingTel Exchange]:  
\_\_\_\_\_

Specific description of installation location where the unit number is unavailable (eg automatic teller machines): \_\_\_\_\_  
\_\_\_\_\_

4.3 Postal Code: \_\_\_\_\_

4.4 Bandwidth: \_\_\_\_\_  
(Please refer to Annex 7B-1 for the bandwidth required)

4.5 Equipment Type: \_\_\_\_\_

4.6 Equipment Interface Type: \_\_\_\_\_

### TLLC Service Deactivation Request

Application Reference Number: \_\_\_\_\_

5. **Tie -Cable Assignment** (Tie-Cable identity or reference number installed under Schedule 8B)

n x 64 kbps Tie-Cable: \_\_\_\_\_

2 Mbps Tie-Cable: \_\_\_\_\_

Coaxial Tie-Cable: \_\_\_\_\_

6. **SingTel's Reply to the Requesting Licensee**

Application returned – incomplete/illegible

Not Approved Reason for Rejection: \_\_\_\_\_

Approved SingTel Approval Code: \_\_\_\_\_

Deactivation Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Name: \_\_\_\_\_

Fax Number: \_\_\_\_\_



**7. Processing Status**

Received Date: \_\_\_\_\_ Queue Status: \_\_\_\_\_ Processed Date: \_\_\_\_\_

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**ANNEX 7B-4 – DIRECTED AMENDMENTS**

*IDA’s 30 December 2005 Direction: Please refer to IDA’s General Comments above. IDA directs SingTel to modify this Annex 7B.4 accordingly.*

***SingTel Response:***

*Without prejudice to SingTel’s request for reconsideration dated 13 January 2006, SingTel has modified Annex 7B-4.*

***SingTel has modified Annex 7B-4 to provide the Requesting Licensees with the additional option of requesting for handover at G.703 interface standard. However, IDA notes that:***

***(a) SingTel would handover the circuits at the End User site using the V.35 interface standard – the additional option of G.703 interface standard relates only to handover at the Co-Location Space;***

***(b) SingTel would not be able to handover TLLCs using the G.703 interface standard using a 34-pin Winchester type connector or X21. A 4 wire twisted pair is necessary in this regard.***

***Accordingly, for clarity, IDA directs SingTel to modify this Annex 7B-4 in the manner as specified below to address the above issues.***

**ANNEX 7B-4 TECHNICAL INFORMATION OF LOCAL LEASED CIRCUIT**

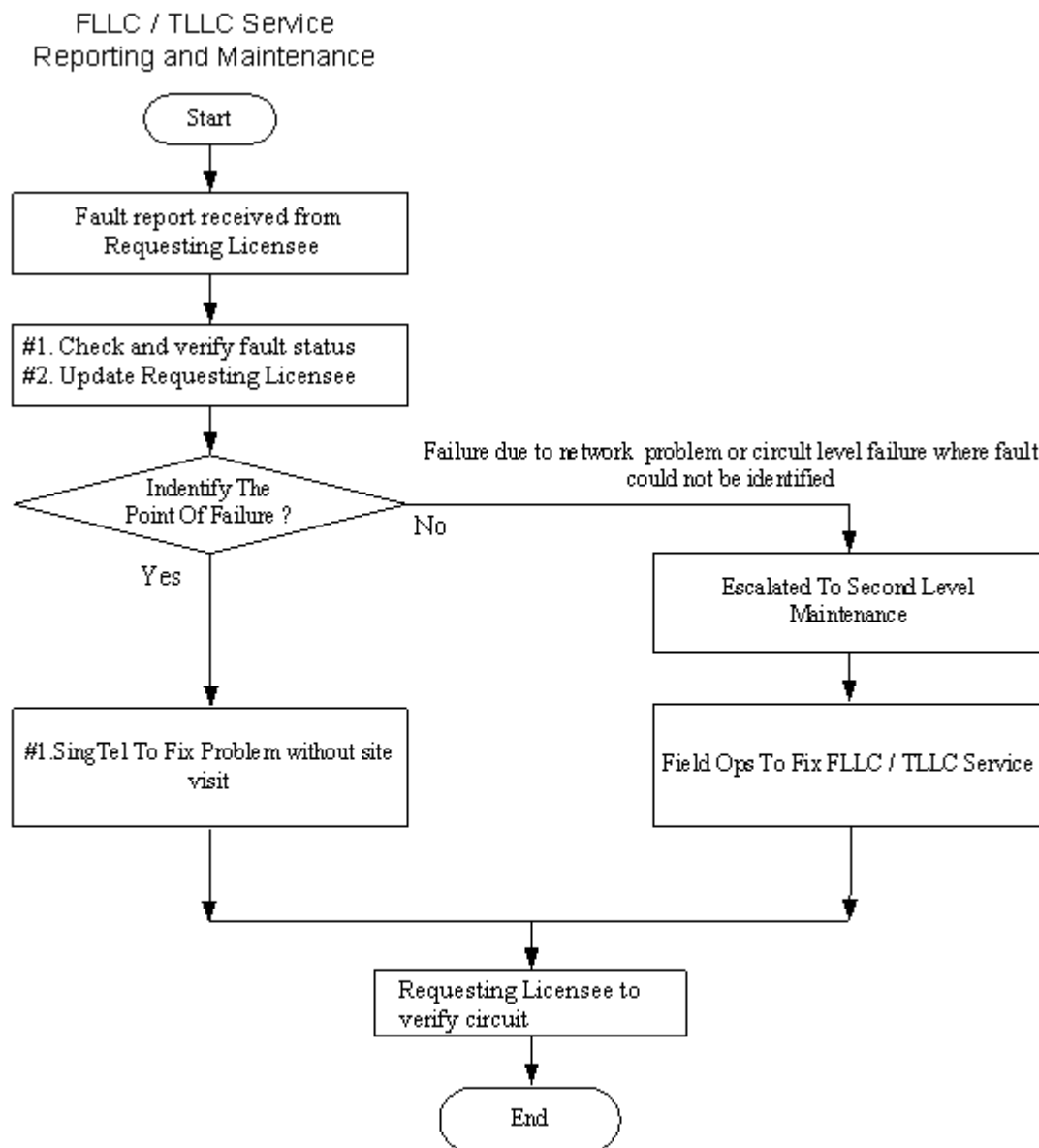
1. The TLLC Service provided shall be based on the specifications listed in the table below. The Requesting Licensee must follow the specifications with no modifications permitted.
2. Interface standard will be as follows:

Speed	Interface Standard	Network Interface Point (and other interface options where available)
64Kbps 128Kbps 192Kbps 256Kbps 384Kbps	<u>V35, for handover at End User site</u>  <u>For handover at the Co-Location Space,</u>	<u>For V.35:</u> 34-pin Winchester type connector. Other options (X21) are subject to availability.  <u>For G.703:</u> 120-ohm balanced, 4 wire twisted pair

512Kbps 768Kbps 1024Kbps	<u>V.35 or G.703, is optional for handover at Co-location Space-</u>	
1536Kbps 1984Kbps	V35 or G.703	<u>For V.35:</u> 34-pin Winchester type connector. Other options (X21) are subject to availability.  <u>For G.703: 120-ohm balanced, 4 wire twisted pair</u>
2Mbps	G.703	120-ohm balanced, 4 wire twisted pair
45Mbps	G.703	75-ohm unbalanced, BNC coaxial
155Mbps	G.957/958 and G.707	1310nm, fibre connector: SC-PC

**ANNEX 7B-5 FAULT REPORTING PROCEDURE, INSTALLATION AND MAINTENANCE REBATES FOR LOCAL LEASED CIRCUIT**

**1. FAULT REPORTING PROCEDURE**



**NOTE:** The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is not caused by SingTel based on the Call Out Rates as provided in Schedule 9.

## 2. REBATES FOR TLLC INSTALLATION WORK

<b>Missed Service Activation Date By</b>	<b>Rebates (as a percentage of the installation charge in Schedule 9)</b>
1 Day	10 % of installation charge
2 Days	20 % of installation charge
3 Days	50 % of installation charge
4 Days	75 % of installation charge
5 Days or more	100 % of installation charge

- (a) The Installation Work under this section covers the provision of the TLLC Service up to SingTel's network interface points.
- (b) If the End User's premises are not under SingTel's telecommunication cabling distribution scheme or the cabling network within the said premises is not provided by SingTel, then SingTel shall propose for it to provision and install wiring and socket(s) for the Requesting Licensee from SingTel's network interface points to the End User's premises, which shall form part of the installation work, and SingTel shall charge and the Requesting Licensee shall be liable to pay an additional cost as prescribed by SingTel from time to time.
- (c) If the Requesting Licensee wishes to decline SingTel's proposal in respect of the provision and installation of wiring and/or socket(s), then the Requesting Licensee may either:
- (i) appoint, at its own cost, a licensed contractor to carry out the said work and perform the necessary testing with SingTel upon completion of the said work, by the agreed upon Service Activation Date; or
  - (ii) terminate the TLLC Service.
- (d) If the Requesting Licensee's licensed contractor fails to complete the said work and testing by the Service Activation Date, then the Requesting Licensee shall be required to request for a deferment of the Service Activation Date. If the Requesting Licensee terminates the TLLC Service before the relevant Service Activation Date, then the Requesting Licensee shall pay to SingTel the amounts as stipulated in clause 4.2 of this agreement.

- (e) Subject to the Requesting Licensee agreeing to the proposal under paragraph (b) above, if SingTel fails to complete the installation work by the Service Activation Date owing to matters within SingTel's control, then the Requesting Licensee may make a claim in accordance with section 4 of this Annexure.
- (f) Where the TLLC Service is provided without a physical visit by SingTel's staff and/or agent to the End User's premises, SingTel shall notify the Requesting Licensee of the date and/or time (**Activation Time**) when the TLLC Service shall be activated. If the TLLC Service is not activated at or after the Activation Time, then the Requesting Licensee shall report such non-activation fault to SingTel within forty eight (48) hours (**First Period**) after the Activation Time to enable SingTel to check and rectify the fault leading to the non-activation, if necessary. When the Requesting Licensee reports such non-activation fault, then SingTel shall check and rectify the fault within forty eight (48) hours or such longer period that SingTel reasonably requires (**Second Period**) from the time such non-activation fault is reported by the Requesting Licensee, and the revised Activation Time shall be correspondingly extended to the end of the said Second Period provided always that the fault lies within SingTel's network and its reasonable control.

**3. REBATES FOR TLLC MAINTENANCE**

<b>Outage (x)</b>	<b>Rebates (as a percentage of the monthly rental charge in Schedule 9)</b>
6 hrs < x < 12 hrs	10 % of monthly rental charge
12 hrs < x < 24 hrs	40 % of monthly rental charge
24 hrs < x < 48 hrs	75 % of monthly rental charge
X > 48 hrs	100 % of monthly rental charge

- (a) The scope of maintenance work under this paragraph covers:
  - (i) restoration of the TLLC Service up to SingTel's network interface points; and
  - (ii) any replacement, if deemed necessary by SingTel, of such wiring and/or socket(s), which has been laid or installed by SingTel between SingTel's network interface points and the end-user's premises. Such replacement shall be payable by the Requesting Licensee to SingTel at a reasonable cost prescribed by SingTel from time to time. If the Requesting Licensee does not agree to pay the said cost, then SingTel reserves the absolute right not to carry out any replacement work and shall be absolved from any obligation to maintain the TLLC Service. For the

avoidance of doubt, if the Requesting Licensee or its licensed contractor provisions and installs the relevant wiring and/or sockets, then the Requesting Licensee is responsible for its own maintenance work.

- (b) If SingTel fails to restore the TLLC Service in accordance with paragraph (a)(ii) above owing to matters within SingTel's control, then the Requesting Licensee may make a claim in accordance with section 4 of this Annexure.

#### **4. CLAIM PROCEDURES**

- (a) The Requesting Licensee may claim a rebate of no more than the applicable installation Charges in respect of the TLLC Service affected at any one time for the period of delay of the installation work beyond Service Activation Date. For the purposes of this clause, the installation charges applicable as at the date of the completion of the installation work shall be used to determine the amount of the rebate. The claimable amount and the period of delay leading to such claim shall be as specified by SingTel from time to time.
- (b) Subject to paragraph (b)(i) and (b)(ii) below, the Requesting Licensee may claim a rebate of no more than the applicable monthly recurring Charges in respect of the TLLC Service with respect to which a fault reported by the Requesting Licensee to SingTel's designated fault reporting centre is confirmed at any one time and there is a delay of TLLC Service restoration by SingTel. The claimable amount and the period of delay of TLLC Service restoration leading to such claim shall be as specified by SingTel from time to time.
  - (i) The Requesting Licensee's claim under paragraph (b) above shall be limited to the failure of the TLLC Service only. The Requesting Licensee shall not be entitled to make any claim in respect of any other service whatsoever which may be or is directly or indirectly affected by the failure of the TLLC Service.
  - (ii) The aggregate of the claims made by the Requesting Licensee for the TLLC Service in any calendar month shall in no event exceed the latest monthly recurring Charges payable for that TLLC Service for that month. For the purpose of this Clause, the fault restoration time for the TLLC Service is used to determine a claim made in that calendar month.
- (c) A claim by the Requesting Licensee shall be made in writing within fourteen (14) Calendar Days of the completion of either the installation work or the maintenance work. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate.

- (d) If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by SingTel and will be reflected in SingTel's bill to the Requesting Licensee in accordance with SingTel's billing cycle.
- (e) The guarantee and rebates provided by SingTel under this Annexure:
  - (i) are of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
  - (ii) are subject to this Schedule, the Telecommunications Act (Cap. 323) and any rules or regulations made under the same.
- (f) Despite anything to the contrary in this section 4, if the Requesting Licensee qualifies to make any claim under this Annexure, SingTel shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies to make a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 11 of the RIO, or in the case of a Billing Dispute, in accordance with Schedule 10 of the RIO.



**5. INFORMATION TO BE PROVIDED BY THE REQUESTING LICENSEE BEFORE REPORTING FAULT**

Items	Description / Remarks
Identification of faulty segments	Fault report should identify the segment of the suspected Local Leased Circuit. Segment refers to the link between any two of the termination points at different locations.
Essential information	Circuit/Link reference, location, time of fault occurrence, etc.
Contact person	To provide contact person name and contact number for purpose of fault updates.
Access for SingTel staff	Security clearance for SingTel staff into Requesting Licensee's premises for the purpose of fault isolation.
Fault Management Centre (FMC)	Tel: 1800-7880022
Any other information	Any other information that SingTel may require from time to time.

Note: Fault Docket shall be issued upon fault reporting by the Requesting Licensee. Docket shall be the reference for all communication between Requesting Licensee and FMC.

**6. FOUND NO FAULT**

The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is not caused by SingTel based on the Call Out Rates as provided in Schedule 9.

**ANNEX 7B-6 DERIVATION OF ZONE**

For the purpose of this Schedule, the derivation of Zone to determine whether an end is located in the Central Zone (CTR) or Non-Central Zone (NCTR) is by Postal Code's Sector Code (1<sup>st</sup> 2 digits of the 6-digit postal code or last 2 digits of the 4-digit postal code).

“CBD proxy-region” refers to the Singapore Postal Code in use as at the WLLC Commencement Date: -

Sector Code	Zone Code	Sector Code	Zone Code	Sector Code	Zone Code
03	CTR	01	NCTR	49	NCTR
04	CTR	02	NCTR	50	NCTR
05	CTR	12	NCTR	51	NCTR
06	CTR	19	NCTR	53	NCTR
07	CTR	20	NCTR	54	NCTR
08	CTR	21	NCTR	55	NCTR
09	CTR	25	NCTR	56	NCTR
10	CTR	26	NCTR	57	NCTR
11	CTR	28	NCTR	63	NCTR
13	CTR	29	NCTR	64	NCTR
14	CTR	30	NCTR	65	NCTR
15	CTR	31	NCTR	66	NCTR
16	CTR	32	NCTR	67	NCTR
17	CTR	33	NCTR	68	NCTR
18	CTR	34	NCTR	69	NCTR
22	CTR	35	NCTR	70	NCTR
23	CTR	36	NCTR	71	NCTR
24	CTR	37	NCTR	72	NCTR
27	CTR	38	NCTR	73	NCTR
		39	NCTR	74	NCTR
		40	NCTR	75	NCTR
		41	NCTR	76	NCTR
		42	NCTR	77	NCTR
		43	NCTR	78	NCTR
		44	NCTR	79	NCTR
		45	NCTR	80	NCTR
		46	NCTR	81	NCTR
		47	NCTR	82	NCTR
		48	NCTR	83	NCTR
		52	NCTR		
		58	NCTR		
		59	NCTR		
		60	NCTR		
		61	NCTR		
		62	NCTR		

## **ANNEX 7B-7 OPERATING CONDITIONS AND SPECIFICATIONS**

The following operating conditions and specifications apply to the Requesting Licensee's provision and maintenance of all facilities and resources necessary for the proper installation, operation and maintenance of the TLLC Service and all SingTel equipment under clause 7.2(i).

### **1. LOCATION**

The following factors shall be considered in determining the location for the installation of the SingTel's equipment:

- (a) whether the Requesting Licensee's equipment and/or service emits or is likely to emit any electromagnetic radiation and the likely effect that that equipment and/or service (or its proximity to SingTel's equipment) may have on the operation of SingTel's equipment;
- (b) the proximity of any materials that could be hazardous to equipment and/or personnel or which carry a potential hazard, such as fire;
- (c) whether suitable site access is available, including but not limited direct access to the site room and access to the loading bay and goods lift;
- (d) the location should be weather protected and not subject to flooding.

### **2. SPACE**

- (a) The space for SingTel's equipment should have a clear height for the equipment rack. Beams below this height must be clear of the equipment rack. Both beams and pillars should not affect or disrupt the movement of operations personnel.
- (b) The space with SingTel's equipment installed in it should be large enough to permit:
  - (i) all the installed equipment to be accessed;
  - (ii) doors to be opened freely; and
  - (iii) the movement of the installed equipment in the event that new equipment is installed or removed.

### **3. SECURITY**

- (a) The equipment room must have adequate security to restrict access.

- (b) SingTel's staff must be allowed access to the room at all times.

**4. POWER SUPPLY**

- (a) The site must be equipped with an AC power supply. The deviation specifications of the power supply shall be as follows:

AC Power Supply	
100Vac-240Vac	Voltage deviation - 10% plus or minus
50Hz / 60 Hz	Frequency deviation - 1% plus or minus

**5. EQUIPMENT GROUNDING**

- (a) Where SingTel's equipment requires Building Principle Grounding, the Building Principle Ground must be less than 5 ohms.
- (b) The Building Principle Ground within the building premises must follow the Power Grid Code of Practice CP 5 and be endorsed by the Professional Engineer (PE).

**6. LIGHTING**

- (a) A main and emergency lighting system must be installed by the Requesting Licensee for the space to ensure that the area is provided with lighting.
- (b) Fluorescent lighting fixtures (or equivalent) will be provided by the Requesting Licensee at regular spacing intervals mounted in the ceiling grid. The lighting fixture shall not be installed right above the cabinet.

**7. FLOORING**

- (a) An anti-static dust free floor is required (a tiled floor is recommended). The floor should be capable of supporting 600 Kg per square metre. Overhead racking is required for cabling.
- (b) Raised computer type flooring with the same load rating as set out in paragraph 7(a) above can be substituted in lieu of the overhead cable racks. The space under the raised floor should be provided with drainage to protect against flooding or trapped water.
- (c) A water detection system is required for raised flooring.

**8. TEMPERATURE AND HUMIDITY**

Common space must have air-conditioning 24 hours a day at all times.

**9. FIRE ALARM SYSTEM AND FIRE PROTECTION SYSTEM**

- (a) The space shall be protected by a fire alarm system and a smoke detection system.
- (b) Water sprinkler-type fire extinguishing equipment is not to be used. A fire extinguishing system for electrical and computer-type environments must be provided. A Halon or equivalent system is highly recommended.

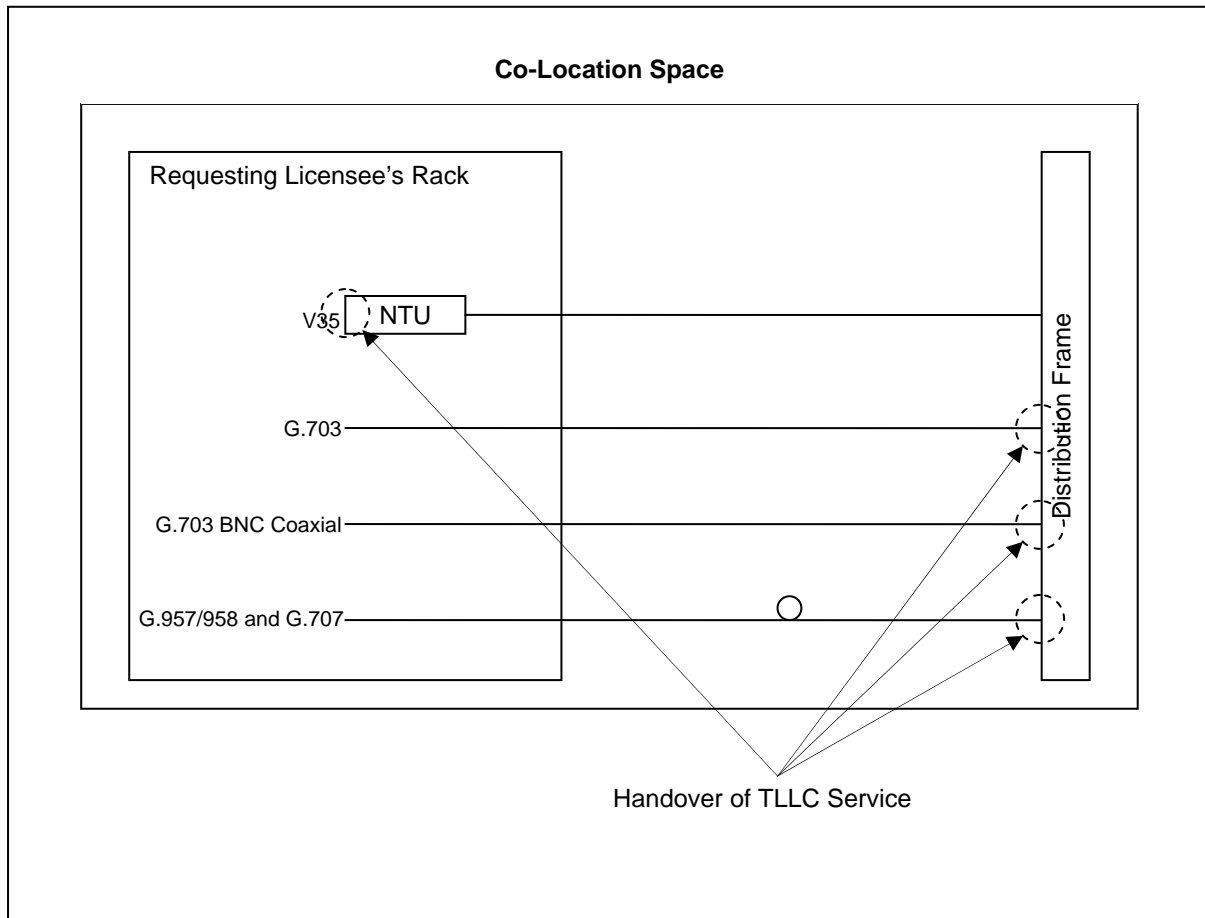
**ANNEX 7B-8 STANDARD OPERATING PROCEDURES IN RELATION TO USE OF THE TLLC SERVICE**

In using SingTel's equipment, the Requesting Licensee must ensure that:

- (a) SingTel's equipment is protected from the elements (e.g. rain and sun) at all times;
- (b) SingTel's equipment is not exposed to dusty conditions;
- (c) SingTel's equipment is not subject to hazardous conditions that may or may be likely to damage or affect its normal operation (e.g. proximity to electromagnetic radiation);
- (d) SingTel's equipment is protected from fire with a fire extinguishing system that is appropriate for use in electrical and computer-type environments (i.e. not water sprinkling type system);
- (e) SingTel's equipment is operated in accordance with the operating conditions and specifications set out in Annexure 7A-7;
- (f) SingTel's equipment is not moved to a location other than the location to which it was delivered;
- (g) SingTel's equipment is not altered, added, improved or interfered with in any way whatsoever;
- (h) SingTel's equipment is not switched off or powered off after it has been put into operation;
- (i) the labels or markings attached to SingTel's equipment are not changed, defaced, obscured or removed.

**ANNEX 7B-9 – APPROVED**

**ANNEX 7B-9 DIAGRAMMATIC REPRESENTATION OF THE HANDOVER OF THE TLLC SERVICE**



***SingTel Response:***

***Noted and amended in accordance with paragraph 3(c) of the IDA's general comments.***