

## ***ANNEXURE 2***

**IDA Directed Modifications for Schedule 4C**

### **SCHEDULE 4C**

### **IRS TAIL CIRCUIT SERVICE**

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## SCHEDULE 4C

### IRS TAIL CIRCUIT SERVICE

#### GENERAL COMMENTS

1. Applicability to both CBD and Non-CBD TLLCs

*Please refer to paragraph 11 of the Explanatory Memorandum to this Direction. Accordingly, IDA directs SingTel to modify Schedule 4C to apply to both CBD and Non-CBD TLLCs.*

2. Obligation to comply with IDA's 19 October 2005 Direction and Decision on Reconsideration

*Please refer to paragraphs 12 to 16 of the Explanatory Memorandum to this Direction. Accordingly, IDA directs SingTel to:*

- (a) *propose modifications to Schedule 4C to offer Requesting Licensees the option of requesting for handover of TLLCs of bandwidths from 64 Kbps to 1984 Kbps at either V.35 or G.703 interface standard; and*
- (b) *delete from this Schedule 4C, all references to "PTP" and "PTMP", including the distinguishing of PTMP circuits into two separate elements of an "A-end link" and a "B-end link".*

3. Obligation to comply with IDA's 8 August 2005 Decision on Reconsideration as varied by the Ministerial Decision

*Please refer to paragraphs 17 to 20 of the Explanatory Memorandum to this Direction. Accordingly, IDA directs SingTel to propose amendments to Schedule 4C to allow a Requesting Licensee to obtain TLLCs from SingTel as inputs for the Requesting Licensee's provision of telecommunication services to itself and its affiliates, provided that the Requesting Licensee offers or intends to offer similar telecommunication services to any non-affiliated third party customer in relation to such use. Any modification to Schedule 4C proposed by SingTel pursuant to this paragraph must be consistent with, and must not be more extensive than, those proposed modifications to Schedules 3A, 3B, 3C, 5A, 7A and 7B made pursuant to IDA's direction dated 8 March 2006.*

#### 4. Express Provisioning

*Please refer to paragraphs 21 to 23 the Explanatory Memorandum to this Direction. Accordingly, IDA directs SingTel to provide in Schedule 4C a process to allow Requesting Licensees to request for express provisioning. At the minimum, the terms of such process must be no worse off than those currently enjoyed by Requesting Licensees under Schedules 7A and 7B.*

##### 1. SCOPE

- 1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with Tail Circuits as an Interconnection Related Service (**IRS Tail Circuit Service**). The IRS Tail Circuit Service enables the Requesting Licensee to establish a connection for the carriage of digital communications between one or more End User sites and the Requesting Licensee's Co-Located Equipment at the SingTel Exchange Building nearest to and serving the relevant End User site.

##### **CLAUSE 1.2 – MODIFICATION REQUIRED**

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

*Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete 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 IRS Tail Circuit Service must be acquired by the Requesting Licensee in accordance with Schedule 8B.

##### **CLAUSE 1.4 – MODIFICATION REQUIRED**

- 1.4 For the avoidance of doubt, the end link for the End User's site for the IRS Tail Circuit Service shall not terminate at any premise that is not used for the purpose set out in clauses 1.1 to 1.3, including but not limited to the sites specified in

Annex 4C-2 (**Excluded Sites**). The IRS Tail Circuit Service will not be provided in respect of any Excluded Sites.

*As currently drafted, the use of the phrase “including but not limited” may suggest that the list of Excluded Sites is not exhaustive and that there may be other Excluded Sites not expressly approved by IDA for inclusion in Annex 4C-2. Accordingly, IDA directs SingTel to clarify that the list of Excluded Sites in Annex 4C-2 is exhaustive.*

- 1.5 The IRS Tail Circuit Service will not be provided between two (2) FBO sites or two (2) End User sites.

***CLAUSE 1.6 – MODIFICATION REQUIRED***

- 1.6 The IRS Tail Circuit Service will only be provided where the requested Tail Circuit is in the CBD-proxy region as set out in Annex 4C-6.

*Please refer to IDA’s General Comments, above. Accordingly, IDA directs SingTel to modify Clause 1.6 to apply to the Non-CBD proxy region as well. Additionally, IDA notes a typographical error – the reference to “Annex 4C-6” should be to “Annex 4C-7” instead.*

***CLAUSE 1.7 – DELETION REQUIRED***

- 1.7 The IRS Tail Circuit 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 4C-1.

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete Clause 1.7 in its entirety.*

***CLAUSE 1.8 – MODIFICATION REQUIRED***

- 1.8 For the avoidance of doubt, where the Requesting Licensee requires SingTel handover a IRS Tail Circuit Service of bandwidth between 64 kbps and 1024 kbps using the G.703 interface standard at the B-end, it may request a PTMP circuit under this Schedule 4C.

*Please refer to IDA’s General Comments above. As currently proposed by SingTel:*

- (a) *Clause 1.8 only requires SingTel to offer to provide handover at the G.703 interface standard for circuits between 64 kbps and 1024 kbps – it omits to include 1536 kbps and 1984 kbps circuits; and*
- (b) *SingTel’s obligation to groom under this Clause 1.8 is unclear. It only provides that the Requesting Licensee may request for a PTMP circuit. However, with reference to IDA’s Decision on Reconsideration, IDA has already rejected SingTel’s distinction between PTP and PTMP circuits.*

*Accordingly, IDA directs SingTel to modify Clause 1.8 to provide that SingTel will offer to handover all circuits from 64 kbps to 1984 kbps (inclusive) at the G.703 interface standard, and to offer to provide grooming when the Requesting Licensee requests for handing over at the G.703 interface standard. SingTel may clarify that for the avoidance of doubt, it need only groom the relevant circuits up to a maximum bandwidth of 1984 kbps.*

- 1.9 The technical means of delivery (including routing) of the IRS Tail Circuit 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.

**CLAUSES 1.10 TO 1.12 – MODIFICATION REQUIRED**

*Sub-section 6.3.3.3(a) of the Code 2005 provides that the RIO Agreement must contain “a description of the quality of service that the Dominant Licensee will provide – including the means by which quality of service will be measured, the timeframe within which any short-comings will be corrected, and the amount and manner in which the Requesting Licensee will be compensated for any failure by the Dominant Licensee to meet the quality of service standards”. In this respect, IDA notes that the current Service Level Guarantees (“SLGs”) only apply to providing a remedy for failure to meet timeframes for installation and maintenance work, and excludes the application process. Accordingly, IDA directs SingTel to modify these Clauses by expanding the SLGs to include providing a remedy to the Requesting Licensee for any failure by SingTel to meet timeframes for the application process.*

- 1.10 This Schedule only applies to the Requesting Licensee if it is an FBO.
- 1.11 (a) The timeframes in this Schedule relating to IRS Tail Circuit Service activation specified in clause 3.1 is 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 1.11.2(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 Tail Circuit Activation Request (**TCAR**) received under this Schedule 4C within the timeframe specified in clause 3.1, and such failure is caused by the cumulative number of TCARs received from all Requesting Licensees exceeding the resources that SingTel has committed to processing the TCARs, 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 TCARs 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 TCARs.

(c) For the avoidance of doubt and subject to clause 1.4, SingTel must complete the IRS Tail Circuit Service activation by the new service activation date notified to the Requesting Licensee and clause 1.11.2(a) shall apply to such new service activation date.

#### 1.11.2

(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 IRS Tail Circuit 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 4C-5 and any terms and conditions contained therein in respect of installation work;



- (ii) section 3 of Annexure 4C-5 and any terms and conditions contained therein in respect of maintenance work; and
- (iii) section 4 of Annexure 4C-5 in respect of claims made under Annexure 4C-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.

1.12 The Requesting Licensee shall be responsible for all the relevant Charges specified in Schedule 9 for the IRS Tail Circuit Service provided under this Schedule 4C.

## **2. ORDERING AND PROVISIONING PROCEDURE**

### ***CLAUSE 2.1 – MODIFICATION REQUIRED***

2.1 The Requesting Licensee shall submit a request for IRS Tail Circuit Service activation in the form of a TCAR provided in Annex 4C-2.

***IDA notes a typographical error – the reference to “Annex 4C-2” should be to “Annex 4C-3” instead.***

2.2 In accordance with Schedule 8B, the IRS Tail Circuit Service Co-location Tie Cable pair must be provisioned prior to the Requesting Licensee submitting the TCAR.

2.3 In the case of regular provisioning, the Requesting Licensee must submit the TCAR to SingTel no less than fifteen (15) Business Days prior to the requested date of activation for the IRS Tail Circuit Service.

2.4 SingTel shall acknowledge the receipt of the TCAR by 5pm on the next Business Day after it is submitted.

2.5 The TCARs from all Requesting Licensees will be processed on a non-discriminatory “first come first served” basis.

### 3. PROJECT STUDY

#### ***CLAUSE 3 – MODIFICATION REQUIRED***

*IDA is of the view that the existing application procedures set out in Clause 3 are cumbersome and can be significantly streamlined to provide for a more efficient process. Accordingly, IDA directs SingTel to modify Clause 3 to incorporate the following requirements:*

*(a) Within 1 Business Day of the date the Requesting Licensee submits the TCAR pursuant to Clause 2.3 (“Request Date”), SingTel must notify the Requesting Licensee whether its application is accepted or rejected. In this respect, SingTel may only reject the application for the following reasons:*

- (i) the end link for the End User’s site is in respect of an Excluded Site;*
- (ii) the Requesting Licensee is not an FBO;*
- (iii) the TCAR is not in the prescribed form;*
- (iv) the TCAR does not contain all the required information;*
- (v) the information in the TCAR is incorrect or inaccurate; or*
- (vi) SingTel has plans or otherwise proposes to decommission the IRS Tail Circuit Service within 6 months of the date of the TCAR.*

*IDA considers the timeframe of 1 Business Day to be reasonable given that the basis for determining acceptance or rejection would be apparent on the face of the application. Where SingTel rejects the application, SingTel must provide reasons explaining the basis for the rejection.*

*(b) In the case where SingTel notifies the Requesting Licensee of acceptance, SingTel must complete its detailed processing and inform the Requesting Licensee within 4 Business Days from the Request Date of its in-principle approval or rejection of the TCAR. SingTel may only reject the TCAR on the basis that:*

- (i) the IRS Tail Circuit Service is unavailable as determined under the criteria in Clause 3.2 (except that the consideration on decommissioning shall not apply);*

- (ii) *SingTel has reasonably determined that it does not have any IRS Tail Circuit Service in the area which is the subject of the TCAR; or*
- (iii) *the Co-Location Equipment installed under Schedule 8B will not be operational by the time of SingTel's physical provisioning of the IRS Tail Circuit Service.*

*Where SingTel notifies the Requesting Licensee that it rejects the IRS Tail Circuit Service application, SingTel must provide an explanation for its determination.*

- (c) *Where SingTel notifies the Requesting Licensee of its in-principle approval, SingTel must complete the project study within 5 Business Days of its notification of in-principle approval to the Requesting Licensee, and inform the latter of its final approval or rejection of the TCAR. If SingTel informs the Requesting Licensee of its final approval, it must also specify the activation date of the IRS Tail Circuit Service. For the avoidance of doubt, the IRS Tail Circuit Service activation date must be no later than 15 Business Days from the date of the Requesting Licensee's submission of the TCAR.*

3.1 SingTel will perform a Project Study in relation to the TCAR 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 TCAR under clause 2.3, SingTel must notify the Requesting Licensee that either:

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

- (b) the TCAR has been rejected in accordance with clause 3.3.

3.2 For the purposes of this Schedule and the processing of each TCAR, SingTel may have regard to the following when assessing the availability of the IRS Tail Circuit Service:

- (a) SingTel's reasonably anticipated requirements in the next one (1) year for Local Leased Circuits for the provision to itself and its Customers;
- (b) SingTel's reasonably anticipated requirements in the next one (1) year for Local Leased Circuits for operations and maintenance purposes;

***IDA notes that SingTel is proposing that it be permitted to reserve capacity under Clause 3.2 of Schedule 4C. When IDA approved SingTel's offer of TLLCs as an MWS under Schedule 7B, IDA rejected SingTel's attempts to allow for reservation of capacity. In this respect, IDA maintains that its policy justifications for rejecting reservation of capacity by SingTel are equally applicable irrespective of whether TLLCs are provided as an MWS under Schedule 7B or as an IRS under Schedule 4C. SingTel did not provide IDA with any justification as to why it should now be allowed to reserve capacity under Schedule 4C when it was not permitted to do so under Schedule 7B. Accordingly, unless SingTel can provide IDA with satisfactory justification to warrant IDA's review of this issue, IDA directs SingTel to delete Clauses 3.2(a) and 3.2(b) in their entirety.***

- (c) SingTel's, 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;

***Please refer to IDA's annotations to Clauses 3.2(a) and (b), above. Accordingly, IDA directs SingTel to delete the reference to itself in Clause 3.2(c).***

- (d) security and confidentiality requirements or restrictions imposed on SingTel by Governmental Agencies; or
- (e) whether SingTel has plans or otherwise proposes to decommission the network equipment for the provision of the IRS Tail Circuit Service within six (6) months from the date of the Requesting Licensee's submission of the TCAR under clause 2.3.

***Under Schedule 4C, SingTel is providing an IRS Tail Circuit Service. In this respect, when assessing the availability of such service, the relevant consideration should be whether SingTel has plans to decommission the service itself as opposed to decommissioning any underlying equipment by which SingTel uses to provide the service. This is because, if SingTel decommissions obsolete network equipment by replacing such equipment with new equipment, IDA expects SingTel to be able to continue providing the service. Accordingly, IDA directs SingTel to modify Clause***

***3.2(e) to refer to decommissioning of the IRS Tail Circuit Service and not the underlying equipment used to provide such service.***

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

- (a) the IRS Tail Circuit Service is unavailable as determined under clause 3.2
- (b) the end link for the End User's site is in respect of an Excluded Site;
- (c) the Requesting Licensee is not an FBO;
- (d) the TCAR is not in the prescribed form;
- (e) the TCAR does not contain all the required information;
- (f) the TCAR is in respect of a Tail Circuit located outside the CBD-proxy region as set out in Annex 4C-6;

***Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to modify Clause 3.3(f) to apply to the Non-CBD proxy region upon the expiry of the TLLC Non-Central Term.***

- (g) the information in the TCAR is incorrect or inaccurate;
- (h) SingTel reasonably determines that it does not have any IRS Tail Circuit Service in the area which is the subject of the TCAR;
- (i) SingTel reasonably determines that it does not have available network infrastructure or equipment; or

***As currently drafted, IDA is of the view that Clause 3.3(h) adequately addresses SingTel's concerns on the issue of unavailability. Accordingly, IDA considers Clause 3.3(i) to be superfluous and directs SingTel to delete Clause 3.3(i) in its entirety.***

- (j) the Co-Location Equipment installed under Schedule 8B is not operational by the time of SingTel's physical provisioning of the IRS Tail Circuit Service.

3.4 The Requesting Licensee shall be responsible for the relevant Charges specified in Schedule 9 for the IRS Tail Circuit Service provided under this Schedule 4C.

- 3.5 If the Requesting Licensee cancels its request for IRS Tail Circuit Service prior to the completion of the Project Study undertaken in clause 3.1, the Requesting Licensee must pay SingTel the Application Charge and the Project Study Charge in Schedule 9.

*As currently drafted, Clause 3.5 only addresses the specific situation where a Requesting Licensee cancels its request for IRS Tail Circuit Service prior to the completion of the Project Study (presumably after commencement but prior to completion of the Project Study). To avoid unnecessary ambiguity, IDA requires SingTel to modify Clause 3.5 to clarify that the Requesting Licensee will be responsible for paying the Charges applicable up to the relevant stage of work it has required SingTel to undertake. For example, if a Requesting Licensee cancels its request for IRS Tail Circuit Service prior to the commencement of the Project Study, then the Requesting Licensee will only be responsible for the Application Charge. Where the Requesting Licensee cancels its request after commencement but prior to completion of the Project Study, then the Requesting Licensee shall be liable for both the Application Charge and the Project Study Charge.*

#### 4. DELIVERY

- 4.1 If the Requesting Licensee requests cancellation of the IRS Tail Circuit 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 IRS Tail Circuit Service ordered as specified in the relevant TCAR 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 IRS Tail Circuit Service 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 IRS Tail Circuit 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 1.1 to 1.4. 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:

***CLAUSE 4.5(a) – DELETION REQUIRED***

- (a) ensuring that its officers are present at the A-end and B-end for the installation of the IRS Tail Circuit Service; and

***Clause 4.5(a) requires the Requesting Licensee to ensure that its officers are present at the End User's site and the relevant SingTel Exchange Building during the installation of the IRS Tail Circuit Service. However, IDA notes that this requirement is absent from Schedule 7B of the RIO Agreement and SingTel has also not provided IDA with any justification for its proposal in Schedule 4C. In IDA's view, Clause 4.5(a) has the disadvantage of increasing the Requesting Licensee's costs because it would need to deploy its officers without any legitimate purpose. Accordingly, unless SingTel provides satisfactory justification, IDA directs SingTel to delete Clause 4.5(a) in its entirety.***

- (b) all terminations at its own equipment; and
- (c) 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

***CLAUSE 4.5(d) – MODIFICATION REQUIRED***

- (d) 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 network interface points.

***For clarity, IDA directs SingTel to provide a diagram illustrating how the Requesting Licensee's associated cables and patch cords to SingTel's network interface points will connect and interface with the corresponding cabling and connectors between the Requesting Licensee's equipment and SingTel's network interface points.***

4.6 SingTel shall be responsible for:

- (a) providing the distribution frame in connection with the routing of the Requesting Licensee's IRS Tail Circuit Service; and
- (b) the physical installation and termination of the Requesting Licensee's cabling to SingTel's distribution frame,

in accordance with Schedule 8B.

***CLAUSES 4.7 AND 4.8 – MODIFICATION REQUIRED***

4.7 Where the Requesting Licensee requests a PTMP circuit at bandwidths between 64 kbps and 1984 kbps, SingTel shall use reasonable endeavours to groom the A-end Link into any of the existing B-end 1984 kbps Links to the Requesting Licensee's Co-Located Equipment. Where SingTel, acting reasonably, considers that the A-end Link cannot be groomed into any of the Requesting Licensee's existing B-end 1984 kbps Links, SingTel shall as soon as reasonably practicable notify the Requesting Licensee that SingTel will install a new B-end 1984 kbps Link to the Requesting Licensee's Co-Located Equipment.

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 TCAR, 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 TCAR 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.

*Please refer to IDA's 19 October 2005 Direction, Decision on Reconsideration and General Comments above.*

- (a) *Pursuant to the 19 October 2005 Direction, SingTel is required to perform the grooming in as efficient a manner as possible.*
- (b) *IDA has already rejected SingTel's distinction between PTP and PTMP circuits, its distinction between an "A-end link" and a "B-end link", and the recurring and installation charges associated with the "B-end link".*

*Accordingly, IDA directs SingTel to modify Clause 4.7 by clarifying that the manner in which SingTel performs grooming must be as efficient as possible by minimising the number of physical circuits for handover to the Requesting Licensee, and to delete Clause 4.8 in its entirety.*

**5. IRS TAIL CIRCUIT SERVICE RE-ROUTING, RE-LOCATION, CHANGE OF BANDWIDTH, CHANGE OF INTERFACE STANDARD AND CHANGE OF TIE-CABLE**

5.1 Subject to clause 5.2, SingTel reserves the right to re-route the IRS Tail Circuit Service 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 IRS Tail Circuit Service, 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 IRS Tail Circuit Service to be relocated, such request will be subject to:
- (a) the Requesting Licensee providing the TCAR to SingTel no less than fifteen (15) Business Days prior to the requested date of relocation for IRS Tail Circuit 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

***CLAUSE 5.3(c) – MODIFICATION REQUIRED***

- (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.

***Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete the reference to “A-end”.***

***CLAUSE 5.4 – MODIFICATION REQUIRED***

***IDA considers that the process in Clause 5.4(a) imposes unnecessary burden on Requesting Licensees as SingTel is effectively equating a request for a change in the applicable interface standard with a request for deactivation. From a technical viewpoint, IDA understands that a change in the applicable interface standard does not entail the activities relating to deactivation and re-activation of the corresponding IRS Tail Circuit Service.***

***As drafted, Clause 5.4(b) places unnecessary burden on the Requesting Licensee, as the Requesting Licensee will be subject to the procedures in Clauses 2 to 4A regardless of whether SingTel has availability of the bandwidth requested by the Requesting Licensee. To strike a balance between the interests of SingTel and those of the Requesting Licensee, IDA considers that SingTel should first be required to respond to the Requesting Licensee as to whether SingTel has the bandwidth requested by the Requesting Licensee, before the procedures in Clauses 2 to 4A apply to the Requesting Licensee. This is to prevent the situation where SingTel proceeds to initiate the process for de-activation of the current service and subsequently informs the Requesting Licensee that its new request cannot be fulfilled, thereby resulting in service disruption to End-Users.***

*Accordingly, IDA directs SingTel:*

- (a) to propose a new process in relation to requests for changes in interface standards, and to further provide that SingTel will use reasonable endeavours to minimise service disruption during the change in interface standards; and*
- (b) to propose a procedure to give effect to IDA's requirement in relation to change of bandwidth requests as specified above.*

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

- (a) a request for the deactivation of that IRS Tail Circuit Service, in which event the Requesting Licensee shall be liable to pay to SingTel all recurring Charges in relation to that IRS Tail Circuit Service as specified in clause 6.3 and the Termination Charge as specified in Schedule 9; and
- (b) a new request for IRS Tail Circuit Service at the new bandwidth requested, in which event that new request shall be subject to the procedures in clauses 2 to 4A.

5.5 If the Requesting Licensee makes a request for any IRS Tail Circuit Service to be provisioned with a new Tie-Cable, such request will be subject to:

***CLAUSE 5.5(a) – MODIFICATION REQUIRED***

- (a) the Requesting Licensee providing the request to SingTel no less than fifteen (15) Business Days prior to the requested date of Tie-Cable change for IRS Tail Circuit Service;

*From a technical standpoint, IDA considers the change of Tie-Cables to be a relatively straightforward process, and so SingTel should not require 15 Business Days prior notice from the Requesting Licensee in order to effect the change by the requisite requested date. Accordingly, IDA directs SingTel to modify Clause 5.5(a) to shorten the applicable timeframe from 15 to 5 Business Days.*

- (b) the availability of the new Tie-Cable; and
- (c) the Requesting Licensee being liable to pay to SingTel, where applicable, a Tie-Cable Change Charge as set out in Schedule 9 of the RIO.

## 6. DEACTIVATION

### ***CLAUSE 6.1 – MODIFICATION REQUIRED***

6.1 If the Requesting Licensee wishes to deactivate an IRS Tail Circuit Service under this Schedule (including any partial deactivation of a point-to-multipoint circuit, as the case may be), it must submit a request for IRS Tail Circuit Service deactivation in the form of a Tail Circuit Deactivation Request (TCDR) provided in Annex 4C-4. Subject to clause 6.3, the Requesting Licensee may deactivate an IRS Tail Circuit Service at any time upon giving SingTel thirty (30) Calendar Days prior written notice.

***Please refer to IDA’s General Comments, above. Accordingly, IDA directs SingTel to delete the reference to “point-to-multipoint circuit”.***

### ***CLAUSE 6.2 – MODIFICATION REQUIRED***

6.2 SingTel shall process the TCDR and advise the Requesting Licensee of its acceptance or otherwise within three (3) Business Days of its receipt. SingTel may reject the TCDR if:

- (i) the request for IRS Tail Circuit Service deactivation is not in the prescribed form specified in this clause;
- (ii) the TCDR does not contain all the required information;
- (iii) the information in the TCDR is incorrect or inaccurate; or
- (iv) the TCDR is in respect of a IRS Tail Circuit Service located outside the CBD-proxy region as set out in Annex 4C-6.

***IDA is of the view that the 3-Business-Day timeframe for SingTel to notify the Requesting Licensee of its acceptance or otherwise of the TCDR is too lengthy, and can be streamlined to provide for a more efficient process. In this regard, IDA considers the timeframe of 1 Business Day to be more reasonable, because the basis for determining acceptance or rejection would be apparent on the face of the TCDR. Consistent with the corresponding timeframe for service deactivation under Schedule 4B of the RIO Agreement, IDA directs SingTel to modify Clause 6.2 by shortening the relevant period of review from 3 Business Days to 1 Business Day.***

*Pursuant to IDA’s General Comments above, IDA further directs SingTel to modify Clause 6.2(iv) to provide for deactivation of IRS Tail Circuit Services in the Non-CBD proxy region as well. Additionally, IDA notes a typographical error in Clause 6.2(iv) - the reference to “Annex 4C-6” should be to “Annex 4C-7” instead.*

6.3 If the Requesting Licensee requests deactivation of an IRS Tail Circuit 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 IRS Tail Circuit 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.

6.4 The Requesting Licensee shall be responsible for the relevant Charges specified in Schedule 9 for the IRS Tail Circuit Service provided under this Schedule 4C..

## **7. STANDARD TERMS AND CONDITIONS**

7.1 SingTel is responsible for the maintenance and administration of the IRS Tail Circuit Service under this Schedule.

7.2 The Requesting Licensee must at its own expense:

(a) procure and maintain any equipment (including Customer Premise Equipment) or software that it requires to implement, receive and use the IRS Tail Circuit Service;

### ***CLAUSE 7.2(b) – MODIFICATION REQUIRED***

(b) follow the specifications for the IRS Tail Circuit Service as set out in Annex 4C-4 without modification;

*IDA notes a typographical error – the reference to “Annex 4C-4” should be to “Annex 4C-5” instead.*

(c) use its reasonable efforts to ensure that its equipment (and the services supplied and operated by it and used in connection with the IRS Tail Circuit 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 IRS Tail Circuit Service;

**CLAUSE 7.2(e) – MODIFICATION REQUIRED**

- (e) raise fault reports to the SingTel representative in accordance to the Fault Restoration Procedures provided in Annex 4C-5 or otherwise as notified by SingTel;

*IDA notes a typographical error – the reference to “Annex 4C-5” should be made to “Annex 4C-6” instead.*

**CLAUSE 7.2(f) – DELETION REQUIRED**

- (f) ensure that the Requesting Licensee’s officers are present at the A-end and B-end during any fault reporting procedure to provide access to and identification of equipment;

*Clause 7.2(f) requires the Requesting Licensee to ensure that its officers are present at the End User’s site and at the relevant SingTel Exchange Building during the fault rectification of the IRS Tail Circuit Service. However, IDA fails to see any advantage or reason for imposing such a requirement. IDA understands that the current practice under the other RIO schedules (including Schedule 7B), is for each operator to carry out its own evaluation to ascertain the cause of the fault. After determining the cause of the fault, the party whose network in which the fault resides will proceed to resolve the fault. IDA is of the view that the current fault reporting procedure is workable and efficient – there is no need for SingTel to examine the Requesting Licensee’s network or equipment, much less require the Requesting Licensee’s officers to be present at the End User site and the SingTel Exchange Building. Doing so adds nothing to the current fault reporting procedure. If anything at all, it has the disadvantage of increasing the Requesting Licensee’s costs without any legitimate purpose and may result in delays for fault resolution because the Requesting Licensee will need to submit physical access requests in order to access SingTel’s exchanges. Therefore, IDA directs SingTel to delete Clause 7.2(f) in its entirety.*

- (g) 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);
- (h) ensure that all its equipment connected to or used in conjunction with IRS Tail Circuit 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;

- (i) ensure that its equipment (other than SingTel equipment) used or installed by or for it in conjunction with the IRS Tail Circuit Service is compatible and may properly function and operate with all other equipment (including SingTel equipment) used or installed in connection with the IRS Tail Circuit Service;

***CLAUSE 7.2(j) – MODIFICATION REQUIRED***

- (j) provide and maintain, when so required by SingTel and under the operating conditions and specifications set out in Annex 4C-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 IRS Tail Circuit Service and all SingTel equipment including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights;

***As drafted, Clause 7.2(j) appears to require Requesting Licensees to provide and maintain “all SingTel equipment including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights”, amongst others. IDA’s position is that SingTel must remain responsible for providing and maintaining its own equipment, and cannot attempt to shift the responsibility of doing so to the Requesting Licensees. IDA will not allow SingTel to unjustifiably increase the Requesting Licensees’ costs and notes that SingTel has not furnished any reason explaining why Requesting Licensees ought to be responsible for maintaining SingTel’s equipment. Accordingly, IDA directs SingTel to modify Clause 7.2(j) to clarify that Requesting Licensees are only required to provide such facilities and resources to the extent reasonably necessary to enable SingTel to install and maintain the IRS Tail Circuit Service, and that this obligation only relates to the facilities and resources at the End User’s site.***

***Additionally, IDA notes a typographical error – the reference to “Annex 4C-7” should be to “Annex 4C-8” instead.***

- (k) 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;

- (l) 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;
- (m) 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 IRS Tail Circuit Service, SingTel equipment and all relevant equipment;
- (n) ensure adequate preventive measures to avoid radiations and interferences that may disrupt other SingTel services;

***CLAUSE 7.2(o) – MODIFICATION REQUIRED***

- (o) be fully responsible for and shall procure that the End User comply with clauses 7.2(j), 7.2(k) and 7.2**Error! Reference source not found.** 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;

***IDA notes a cross-referencing error. Accordingly, IDA directs SingTel to update Clause 7.2(o) with the correct cross-reference.***

- (p) be fully responsible for all modifications in the End User premise, including any additional facilities or any minor renovation works such as drilling or hacking.

7.3 The Requesting Licensee shall not:

- (a) use the IRS Tail Circuit Service other than in accordance with the sole purpose set out in clauses 1.1 to 1.4;
- (b) use SingTel's brand, name, logo, trademarks, service marks (whether registered or not) or the fact that the IRS Tail Circuit 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 IRS Tail Circuit Service;
- (c) use or permit the use of the IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit Service causes (or SingTel reasonably believes will cause) SingTel to incur additional costs beyond the normal provisioning of the IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit Service and shall, so far as reasonably practicable, take all necessary steps to ensure that the IRS Tail Circuit 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 IRS Tail Circuit Service.

9.2 The Requesting Licensee must comply with SingTel's standard operating procedures specified in Annex 4C-8 in relation to the use of the IRS Tail Circuit Service, as amended by SingTel from time to time.

## **10. REQUESTING LICENSEE RIGHTS**

10.1 Except to the extent expressly conferred under this Schedule 4C, the approval and provision of the IRS Tail Circuit Service does not vest in the Requesting Licensee any right, title or proprietary interest in any IRS Tail Circuit Service.

## **11. TERM**

### ***CLAUSE 11.1 – MODIFICATION REQUIRED***

11.1 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 IRS Tail Circuit Service under clause 6.1; or
- (b) an event of termination occurs under clause 13.

*As drafted, IDA notes that Clause 11.1 is inconsistent with the other relevant schedules of the RIO Agreement, in that Clause 11.1 provides that the Service will commence on the Service Activation Date and continue for a period of 30 Calendar Days from the Service Activation Date, after which it will be renewed automatically; while the other schedules generally provide that the respective Services will continue for the term of the RIO Agreement (for example, see Schedules 3A, 3B, 3D, 3E and 5A), subject to the occurrence of certain events. Accordingly, IDA directs SingTel to modify Clause 11.1 to provide that the Service will commence on the Service Activation Date and continue for the term of the RIO Agreement until the occurrence of either of the events specified in sub-clause (a) or (b).*

11.2 The Parties acknowledge that the Authority may terminate SingTel's obligation to provide IRS Tail Circuit Service at any time. Notwithstanding any provision in this Schedule 4C, in the event that the Authority modifies or removes the requirement on SingTel to provide the IRS Tail Circuit Service to the Requesting Licensee, SingTel shall have the right, as the case may be, to:

- (a) modify the terms and conditions contained in this Schedule 4C for the supply of the IRS Tail Circuit Service; or
- (b) terminate the supply of the IRS Tail Circuit 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 IRS Tail Circuit Service until further notice on fourteen (14) Calendar Days notice to the Requesting Licensee if the IRS Tail Circuit 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 IRS Tail Circuit 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

#### ***CLAUSE 13.1 – MODIFICATION REQUIRED***

13.1 Subject to clause 13.2 of the main body of this RIO Agreement, SingTel may immediately terminate the supply of an IRS Tail Circuit 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 1.1 to 1.6;
- (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 for 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;

***Clauses 13.1(b) and 13.1(c) provide for SingTel’s right to terminate the IRS Tail Circuit Service in the event that the Requesting Licensee commits a service affecting material breach and non-service affecting material breach respectively. However, IDA notes that Clause 13.1 does not provide the Requesting Licensee with a similar right. In IDA’s view, the Requesting Licensee must also be permitted to terminate the supply of IRS Tail Circuit Service in the event that SingTel commits a service or non-service affecting breach and fails to remedy such breach. Accordingly, IDA directs SingTel to modify Clause 13.1 to provide for mutual rights of termination in respect of the events specified under Clauses 13.1(b) and 13.1(c).***

- (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 IRS Tail Circuit 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.

***CLAUSE 13.2 – MODIFICATION REQUIRED***

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 IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit Service which is being terminated, SingTel shall use its reasonable endeavours to assist the Requesting Licensee in finding suitable alternatives to the IRS Tail Circuit Service 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.

***Save in the case where circumstances are beyond SingTel's reasonable control, the closure of the Co-Location Site in all other cases is an event that is planned by SingTel well in advance. Therefore, IDA considers it unreasonable that SingTel will only use its best endeavours to provide 6 months prior notice to the Requesting Licensee even where there are no extenuating circumstances. IDA considers it reasonable for SingTel to commit to providing 6 months prior notice unless circumstances do not permit it to***

*do so. This will ensure that a Requesting Licensee has reasonable notice to take steps to minimise disruption and make alternative arrangement for its End Users. In this regard, SingTel must also take reasonable measures to minimise service disruption to the Requesting Licensee's operations arising from SingTel's closure of the Co-Location Site. Accordingly, IDA directs SingTel to replace the words "will endeavour to" with "shall" in the first line of Clause 13.2, and to provide that SingTel will take reasonable measure to minimise service disruption to the Requesting Licensee's operations.*

13.3 If during the term of supply of the IRS Tail Circuit 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.

#### ***CLAUSE 13.4 – MODIFICATION REQUIRED***

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 IRS Tail Circuit Service is also terminated.

*Termination or expiry of this Schedule or the RIO Agreement must necessarily entail the corresponding termination of the IRS Tail Circuit Service. However, partial termination or expiry of this Schedule does not affect the remaining IRS Tail Circuit Service. Accordingly, IDA directs SingTel to modify Clause 13.4 by providing that only the termination or expiry of this Schedule in whole or the RIO Agreement will result in the termination of the IRS Tail Circuit Service.*

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

14.1 Upon expiry or termination of the IRS Tail Circuit Service:

- (a) the Requesting Licensee must immediately discontinue the use of the IRS Tail Circuit Service;
- (b) SingTel shall disconnect the Requesting Licensee's connectors terminated at SingTel's distribution frame; and
- (c) the Requesting Licensee must immediately disconnect the connectors terminated at its distribution frame and remove the associated cabling between the Requesting Licensee's equipment and SingTel's distribution frame.

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.

## 15. MIGRATION

### ***CLAUSE 15 – MODIFICATION REQUIRED***

*Please refer to IDA's General Comments. As drafted, Clause 15 only proposes migration procedures relating to the expiry of the TLLC Central Term, and does not propose any procedure to provide for migration upon the expiry of the TLLC Non-Central Term. Accordingly, IDA directs SingTel to modify Clause 15 to include procedures for migration upon the expiry of the TLLC Non-Central Term.*

### ***CLAUSE 15.1 – MODIFICATION REQUIRED***

15.1 No less than fifteen (15) Business Days prior to the expiry of the TLLC Central Term, the Requesting Licensee may submit to SingTel a IRS Tail Circuit Service migration request form as specified in Annex 4C.10 requesting the migration of the TLLC Service supplied under Schedule 7B to an IRS Tail Circuit Service under this Schedule 4C (**IRS Tail Circuit Service Migration Request**).

*IDA considers that the IRS Tail Circuit Service migration is a relatively straightforward "paper" migration process. Essentially, SingTel simply migrates the Requesting Licensee's existing TLLCs from a wholesale arrangement under Schedule 7B to an IRS arrangement under this Schedule 4C. Save for administrative updating of SingTel's records, IDA does not envisage any other change involved, whether technical or otherwise. Therefore, IDA is of the view that the 15-Business Day timeframe proposed by SingTel in Clause 15.1 is unnecessarily lengthy. Accordingly, unless SingTel can justify why it requires a 15-Business Day timeframe, SingTel must modify Clause 15.1 such that Requesting Licensees are required to submit to SingTel the IRS Tail Circuit Service Migration Request no less than 5 Business Days prior to the expiry of the TLLC Central/Non-Central Term.*

15.2 If the Requesting Licensee fails to submit an IRS Tail Circuit Service Migration Request within the timeframe set out in clause 15.1 above or the IRS Tail Circuit

Service Migration Request is incorrect, inaccurate or incomplete, the TLLC Service shall terminate upon the expiry of the TLLC Central Term.

- 15.3 The migration of the TLLC Service to an IRS Tail Circuit Service shall take effect upon the expiry of the TLLC Central Term and the terms and conditions set out in this Schedule 4C will apply to the relevant Tail Circuit from that date. For the avoidance of doubt:

**CLAUSE 15.3(a) – MODIFICATION REQUIRED**

- (a) SingTel will reject an IRS Tail Circuit Service Migration Request if the relevant TLLC is not located in the CBD-proxy region as set out in Annex 4C-6;

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to modify Clause 15.3(a) such that it applies to Non-CBD TLLCs as well. IDA also notes a typographical error – the reference to “Annex 4C-6” should be to “Annex 4C-7” instead.*

- (b) the migration of the TLLC Service to an IRS Tail Circuit Service will not result in any interruption to the TLLC Service or IRS Tail Circuit Service;
- (c) upon the expiry of the TLLC Central Term, the Charges payable by the Requesting Licensee for the IRS Tail Circuit Service shall be those Charges set out in Schedule 9 that apply to this Schedule 4C; and

**CLAUSE 15.3(d) – MODIFICATION REQUIRED**

- (d) for each TLLC that the Requesting Licensee requests to be migrated to the IRS Tail Circuit Service, the Requesting Licensee shall pay to SingTel charges which are equivalent to the Application Charges specified in Schedule 9, regardless of whether the IRS Tail Circuit Service Migration Request is successful or not.

*Each charge under Schedule 9 is intended for SingTel to recover the costs it incurs in performing the relevant task – it reflects the work done by SingTel for performing that task and is audited as well as approved by IDA. The Application Charge reflects the cost that SingTel incurs in processing a Requesting Licensee’s application for IRS Tail Circuit Services, rather than for migration. Any charge that SingTel wishes to impose for performing migration must be identified and proposed separately. Accordingly, IDA directs SingTel to propose for IDA’s approval a migration charge in Schedule 9.*

**CLAUSE 15.4 – MODIFICATION REQUIRED**



15.4 If the Requesting Licensee wishes to deactivate a FLLC Service and acquire a corresponding IRS Tail Circuit Service to establish a connection to the same End User site that was supplied by the Requesting Licensee using the FLLC Service, the Requesting Licensee must deactivate the FLLC Service in accordance with clause 6 of Schedule 7A and submit a TCAR under this Schedule 4C. The Requesting Licensee acknowledges that the deactivation of the FLLC Service and the activation of a corresponding IRS Tail Circuit Service will result in a service interruption to the relevant End User site.

*Clause 15.4 permits a Requesting Licensee to deactivate its FLLC Service and activate IRS Tail Circuit Service. However, it is unclear whether the Requesting Licensee may time its deactivation and activation so that it may obtain IRS Tail Circuit Service on the date of expiry of the FLLC Central/Non-Central Term. Accordingly, consistent with Clause 15.1, IDA directs SingTel to modify Clause 15.4 to provide that the Requesting Licensee may submit its TCAR before the expiry of the FLLC Central/Non-Central Term so that the IRS Tail Circuit may be activated on the date of expiry of the FLLC Central/Non-Central Term and minimise service disruption to End Users. In this regard, SingTel may take into account the timeframes for processing the TCAR and for service activation, as specified in this Schedule 4C.*

## **ANNEX 4C.1 – MODIFICATION REQUIRED**

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete the references to “point-to-point”, “point-to-multipoint”, “PTP”, “PTMP” and “B-end” in Annex 4C.1.*

### **ANNEX 4C.1 IRS TAIL CIRCUIT SERVICE BANDWIDTH**

#### **IRS TAIL CIRCUIT SERVICE (POINT-TO-POINT CIRCUIT) BANDWIDTH**

The IRS Tail Circuit Service supplied as a single point-to-point (**PTP**) circuit 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.

## **IRS TAIL CIRCUIT (POINT-TO-MULTIPOINT CIRCUIT) SERVICE BANDWIDTH**

The IRS Tail Circuit Service supplied as a point-to-multipoint (**PTMP**) circuit connects multiple End User's sites to the Requesting Licensee's Co-located Equipment (such Co-Location obtained under Schedule 8B of the RIO Agreement) at same SingTel's Exchange Building nearest to and serving the End User's sites, 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; and
10. 1984 kbps.

In relation to the B-end 1984 kbps Link, SingTel shall only provide circuits of 1984 kbps bandwidth.

## **ANNEX 4C.2 – MODIFICATION REQUIRED**

*As drafted, the use of the term “which include” suggests that the list of Excluded Sites is not exhaustive and that there may be other Excluded Sites not expressly approved by IDA for inclusion in Annex 4C.2. Accordingly, IDA directs SingTel to clarify that this list of Excluded Sites in Annex 4C.2 is exhaustive.*

### **ANNEX 4C.2 EXCLUDED SITES**

The IRS Tail Circuit Service will not be provided in respect of any Excluded Sites, which include:

<b>No.</b>	<b>Excluded Sites</b>
1.	Submarine cable landing stations;
2.	Satellite earth stations;
3.	SingTel exchanges;
4.	FBO exchanges;
5.	Manholes;
6.	Lead-in pipes;
7.	Ducts;
8.	Outdoor Cabinets;
9.	Power Rooms;
10.	Building MDF/TER/Riser rooms;
11.	Sites outside mainland Singapore (for the avoidance of doubt, sites within mainland Singapore include Sentosa Island and Jurong Island); and
12.	Base stations for mobile network and wireless broadband access network,;

**ANNEX 4C.3 – MODIFICATION REQUIRED**

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete the references to “Point to Point Connection”, “Point to Multipoint Connection”, “A-end” and “B-end” in Annex 4C.3. Additionally, SingTel must indicate clearly in Annex 4C.3 whether the relevant IRS Tail Circuits are groomed or ungroomed.*

**ANNEX 4C.3 REQUEST FORM FOR IRS TAIL CIRCUIT SERVICE ACTIVATION**



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

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

**IRS Tail Circuit 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: \_\_\_\_\_

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

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

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

**Please tick relevant box:**

**Point to Point Connection**

**Point to Multipoint Connection**

**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: \_\_\_\_\_ Bandwidth: \_\_\_\_\_  
(Please refer to Annex 4C-1 for the bandwidth required)

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

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

### IRS Tail Circuit Service Activation Request

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

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

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: \_\_\_\_\_

Fibre 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: \_\_\_\_\_

Circuit Reference Number (B-end 1984 kbps Link, where applicable): \_\_\_\_\_

Timeslot (where applicable): \_\_\_\_\_

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

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

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

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

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

7. **Processing Status**

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

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**ANNEX 4C.4 – MODIFICATION REQUIRED**

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to delete the references to “Point to Point Connection”, “Point to Multipoint Connection”, “A-end” and “B-end” in Annex 4C.4.*

**ANNEX 4C.4 REQUEST FORM FOR IRS TAIL CIRCUIT SERVICE DEACTIVATION**



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

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

**IRS Tail Circuit 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: \_\_\_\_\_

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

**Please tick relevant box:**

**Point to Point Connection**

**Point to Multipoint Connection**

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

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: \_\_\_\_\_ Bandwidth: \_\_\_\_\_  
(Please refer to Annex 4C-1 for the bandwidth required)

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

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

**IRS Tail Circuit 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: \_\_\_\_\_

Fibre Tie-Cable: \_\_\_\_\_

**6. For Point to Multipoint Connection only**

Low Speed Grooming

Deactivate A-end Link only                      Circuit Reference Number: \_\_\_\_\_

Deactivate A-end Link and B-end 1984 kbps Link

B-end 1984 kbps Link circuit reference: \_\_\_\_\_

Time slot: \_\_\_\_\_

**7. 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: \_\_\_\_\_

**8. Processing Status**

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



**ANNEX 4C.5 – MODIFICATION REQUIRED**

*Please refer to IDA’s General Comments above. Accordingly, IDA directs SingTel to:*

- (a) delete the references to “Point-to-Point”, “Point-to-Multipoint”, “A-end” and “B-end”; and*
- (b) provide the additional option of requesting for handover at G.703 interface standard for circuits of bandwidths between 64 kbps and 1984 kbps, and to also offer grooming.*

*In addition, IDA notes that 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. Therefore, IDA also directs SingTel to modify Annex 4C.5 to clarify that in the case where the Requesting Licensee opts for handover using the G.703 interface standard, the handover at the End User site shall be via the V.35 interface standard and the handover at the Co-Location Site shall be via the G.703 interface standard.*

*Finally, 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. As such, IDA further directs SingTel to provide that a 120 ohm balanced, 4 wire twisted pair is available at the network interface point.*

**ANNEX 4C.5 TECHNICAL INFORMATION OF IRS TAIL CIRCUIT SERVICE**

- 1. The IRS Tail Circuit 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:

For IRS Tail Circuit Service (Point-to-Point circuits)

<b>Speed</b>	<b>Interface Standard for PTP Circuit</b>	<b>Network Interface Point (and other interface options where available)</b>
64 kbps 128 kbps 192 kbps 256 kbps	V35	34-pin Winchester type connector. Other options (X21) are subject to availability.

384 kbps 512 kbps 768 kbps 1024 kbps		
1536 kbps 1984 kbps	V35 or G.703	34-pin Winchester type connector. Other options (X21) are subject to availability.
2 Mbps	G.703	120-ohm balanced, 4 wire twisted pair
45 Mbps	G.703	75-ohm unbalanced, BNC coaxial
155 Mbps	G.957/958 and G.707	1310nm, fibre connector: SC-PC

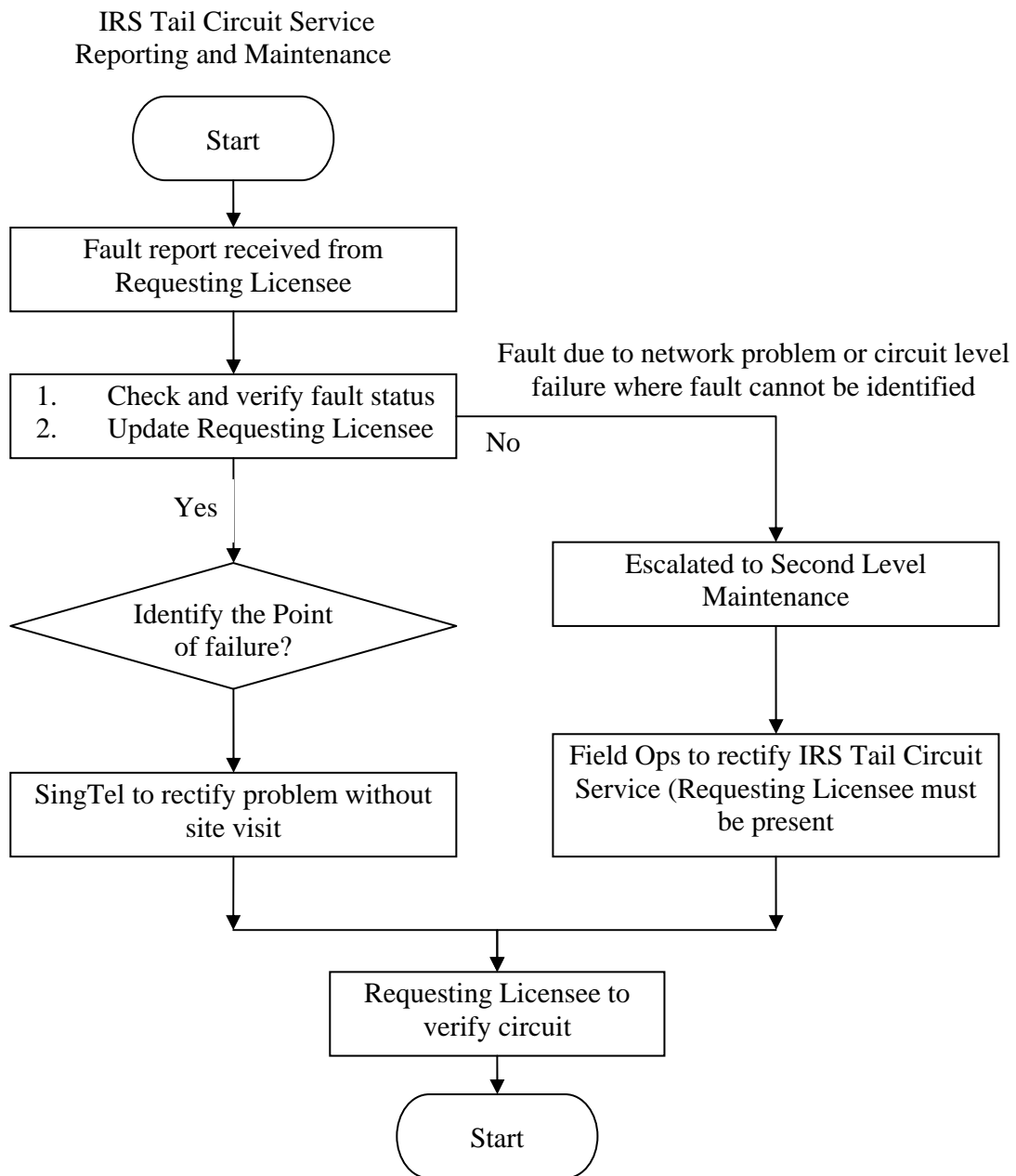
For IRS Tail Circuit Service (Point-to-Multipoint circuits)

Speed	Interface Standard	Network Interface Point (and other interface options where available)
<b><u>B-end 1984 kbps Link</u></b> 1984Kbps	G.703	120-ohm balanced, 4 wire twisted pair or 34-pin Winchester type connector.
<b><u>A-end Link</u></b> 64Kbps 128Kbps 192Kbps 256Kbps 384Kbps 512Kbps 768Kbps 1024Kbps	V35	34-pin Winchester type connector. Other options (X21) are subject to availability.
<b><u>A-end Link</u></b> 1536Kbps	V35	34-pin Winchester type connector. Other options (X21 or G.703) are subject to availability.

**ANNEX 4C.6 – MODIFICATION REQUIRED**

**ANNEX 4C.6 FAULT REPORTING PROCEDURE, INSTALLATION AND MAINTENANCE  
REBATES FOR IRS TAIL CIRCUIT SERVICE**

**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 No-Fault-Found Rates as provided in Schedule 9.

***Please refer to IDA's annotations to Clause 7.2(f), above. Accordingly, IDA directs SingTel to delete the words in parenthesis "Requesting Licensee must be present".***

*Additionally, IDA notes that the last box in the flowchart should be labeled as "End" instead of "Start".*

**2. REBATES FOR IRS TAIL CIRCUIT SERVICE 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 IRS Tail Circuit 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 IRS Tail Circuit Service.

***ANNEX 4C.6, CLAUSE 2(d) – MODIFICATION REQUIRED***

- (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 IRS Tail Circuit 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.

*For clarity, IDA directs SingTel to replace the term “agreement” with “Schedule” in the last line of Clause 2(d).*

*Additionally, IDA notes a typographical error – the reference to “clause 4.2” should be to “clause 4.1” instead.*

- (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 IRS Tail Circuit 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 IRS Tail Circuit Service shall be activated. If the IRS Tail Circuit 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 IRS TAIL CIRCUIT SERVICE MAINTENANCE

Outage (x)	Rebates (as a percentage of the monthly rental charge in Schedule 9)
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 IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit 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.

***ANNEX 4C.6, CLAUSE 3(c) – DELETION REQUIRED***

- (c) For the avoidance of doubt, if the failure to restore the IRS Tail Circuit Service is caused by the Requesting Licensee's failure to provide access to the relevant equipment, then clause 3(b) above shall not apply.

***IDA considers Clause 3(c) to be unnecessary and redundant. The situation in which "the failure to restore the IRS Tail Circuit Service is caused by the Requesting Licensee's failure to provide access to the relevant equipment" is already catered for in Clause 3(b) (i.e. it is not "within SingTel's control"). Accordingly, IDA directs SingTel to delete Clause 3(c) in its entirety.***

***ANNEX 4C.6, CLAUSE 4 – MODIFICATION REQUIRED***

***IDA notes that the sub-clauses in Clause 4 have been incorrectly numbered. For example, the first paragraph is numbered as sub-clause "(d)", but should have been numbered as sub-clause "(a)" instead. Accordingly, IDA directs SingTel to correct the numbering of Clause 4.***



#### 4. CLAIM PROCEDURES

- (d) The Requesting Licensee may claim a rebate of no more than the applicable installation Charges in respect of the IRS Tail Circuit 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.
- (e) 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 IRS Tail Circuit 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 IRS Tail Circuit Service restoration by SingTel. The claimable amount and the period of delay of IRS Tail Circuit 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 IRS Tail Circuit 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 IRS Tail Circuit Service.
  - (ii) The aggregate of the claims made by the Requesting Licensee for the IRS Tail Circuit Service in any calendar month shall in no event exceed the latest monthly recurring Charges payable for that IRS Tail Circuit Service for that month. For the purpose of this clause, the fault restoration time for the IRS Tail Circuit Service is used to determine a claim made in that calendar month.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) 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 IRS Tail Circuit Service. 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	<ol style="list-style-type: none"> <li>1. To provide contact person name and contact number for purpose of fault updates.</li> <li>2. To provide the Requesting Licensee's officers' names and contact numbers who would be present at the A-end and B-end to provide access to and identification of equipment.</li> </ol>
Access for SingTel staff	Security clearance for SingTel staff into Requesting Licensee's customer'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.

***ANNEX 4C.6, CLAUSE 6 – MODIFICATION REQUIRED***

*IDA notes that the sub-clauses in Clause 6 have been incorrectly numbered. For example, the numbers “15.5” and “15.6” should be removed. Accordingly, IDA directs SingTel to correct the numbering of Clause 6.*

**15.5 6. FOUND NO FAULT**

- 15.6 The Requesting Licensee shall compensate SingTel for the cost incurred in responding to a fault that is not caused by SingTel based on the No-Fault-Found Rates as provided in Schedule 9.

## ANNEX 4C.7 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 20 July 2004:

Sector Code	Zone Code
03	CTR
04	CTR
05	CTR
06	CTR
07	CTR
08	CTR
09	CTR
10	CTR
11	CTR
13	CTR
14	CTR
15	CTR
16	CTR
17	CTR
18	CTR
22	CTR
23	CTR
24	CTR
27	CTR

Sector Code	Zone Code
01	NCTR
02	NCTR
12	NCTR
19	NCTR
20	NCTR
21	NCTR
25	NCTR
26	NCTR
28	NCTR
29	NCTR
30	NCTR
31	NCTR
32	NCTR
33	NCTR
34	NCTR
35	NCTR
36	NCTR
37	NCTR
38	NCTR
39	NCTR
40	NCTR
41	NCTR
42	NCTR
43	NCTR
44	NCTR
45	NCTR
46	NCTR
47	NCTR
48	NCTR
52	NCTR
58	NCTR
59	NCTR
60	NCTR
61	NCTR
62	NCTR

Sector Code	Zone Code
49	NCTR
50	NCTR
51	NCTR
53	NCTR
54	NCTR
55	NCTR
56	NCTR
57	NCTR
63	NCTR
64	NCTR
65	NCTR
66	NCTR
67	NCTR
68	NCTR
69	NCTR
70	NCTR
71	NCTR
72	NCTR
73	NCTR
74	NCTR
75	NCTR
76	NCTR
77	NCTR
78	NCTR
79	NCTR
80	NCTR
81	NCTR
82	NCTR
83	NCTR

## **ANNEX 4C.8 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 IRS Tail Circuit Service and all SingTel equipment under clause 7.2(j).

### **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:

<b>AC Power Supply</b>	
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 4C.9 – MODIFICATION REQUIRED***

### **ANNEX 4C.9 STANDARD OPERATING PROCEDURES IN RELATION TO USE OF THE IRS TAIL CIRCUIT 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);

### ***ANNEX 4C.9, CLAUSE(e) – MODIFICATION REQUIRED***

- (e) SingTel's equipment is operated in accordance with the operating conditions and specifications set out in Annex 4C-7;

***IDA notes a typographical error – the reference to “Annex 4C-7” should be to “Annex 4C-8” instead.***

- (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 4C.10 – MODIFICATION REQUIRED**

*Please refer to IDA's General Comments above. Accordingly, IDA directs SingTel to delete the reference to “A-end” in Annex 4C.10.*

**ANNEX 4C.10 IRS TAIL CIRCUIT SERVICE MIGRATION REQUEST FORM**



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

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

**IRS Tail Circuit Service Migration Request**

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

<b>1.</b>	<b>Requesting Licensee Particulars</b>		
	Requesting Licensee Name: _____	Name: _____	
	Requesting Licensee BRN: _____	Signature: _____	
	Billable Account No: _____	Telephone: _____	
		Facsimile: _____	Company Stamp: _____

<b>2.</b>	<b>TLLC to be Migrated to IRS Tail Circuit Service</b>						
	<b>Circuit Reference Number</b>	<b>Customer Name</b>	<b>A-end Address</b>	<b>A-end Postal Code</b>	<b>Location of Requesting Licensee’s Co-Located Equipment [SingTel Exchange]</b>	<b>Bandwidth</b>	<b>Is NTU rent or owned?</b>


**IRS Tail Circuit Migration Request**

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

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

Application returned – incomplete/illegible

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

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

**Circuit Reference Numbers of Approved Circuits:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**4. Processing Status**

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