

APPENDIX 2

DIRECTED AMENDMENTS TO SCHEDULE 2C

SCHEDULE 2C
CALL TRANSIT SERVICE

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SCHEDULE 2C

CALL TRANSIT SERVICE

1. GENERAL

1.1 The Supplier will supply the Call Transit Service from the Acquirer's Network through the Supplier's Network in accordance with clause 11.1 of the main body of the RIO Agreement:

- (a) in respect of the Call Types for which the process in clause 3 has been followed; and
- (b) to the Third Party Networks in respect of which the process in clause 3 has been followed and as listed in Annex 2C-5,

(Transit Interconnected Calls).

1.2 Notwithstanding the Interconnection of the SingTel Network and the Requesting Licensee's Network:

- (a) the Supplier shall not be obliged to accept Calls other than Transit Interconnected Calls under this Schedule;
- (b) the Acquirer will not hand over to the Supplier Calls other than Transit Interconnected Calls under this Schedule; and
- (c) the Supplier shall have no obligation to provide Call Transit Services in respect of Calls to Third Party Networks, other than Transit Interconnected Calls.

1.3 The Supplier will only be required to provide the Call Transit Service to the Acquirer to the extent that the Acquirer has complied with Schedule 1 and this Schedule 2C.

1.4 The Supplier shall only provide Call Transit Services under this Schedule:

- (a) to the Acquirer; and
- (b) in respect of Third Party Networks,

which are Interconnected to the Supplier's Network.

1.5 The Acquirer acknowledges that it is its sole responsibility to agree on Call Origination and Termination arrangements with Third Party Network Operators (including settlement for origination or termination) to whose Network the Call Transit Service is being provided to the Acquirer under this Schedule 2C. The Supplier will not be liable to pay the Third Party Network Operator an amount for origination or termination of the Transit Interconnected Calls on Third Party Networks.

1.6 The Acquirer shall provide and maintain the Interconnection Links between the Acquirer's Network and the Supplier's Network for the conveyance of Transit Interconnected Calls.

2. FORECASTS

2.1 This clause applies to Forecasts to be provided by the Acquirer to the Supplier in relation to Network Capacity required for Call Origination and Call Termination arrangements with Third Party Network Operators.

2.2 The Acquirer shall provide to the Supplier the Forecasts for Network Capacity required for the provision of the Call Transit Service on or near 1 March and 1 September of each year and in the formats in Annex 2C-4.

2.3 The Forecasts shall be for periods commencing six (6) months from 1 April and 1 October (**Forecast Date**) respectively, and be for a period of thirty-six (36) months, in intervals of six (6) months for the first twelve (12) months, and yearly thereafter.

3. CALL TYPES

3.1 This clause applies where the Acquirer wishes to extend the use of the Call Transit Service provided by the Supplier:

(a) to a Call Type in respect of which the process in this clause 3.1 has not already been undertaken; or

(b) to a Third Party Network in respect of which the process in this clause 3.1 has not already been undertaken or has not been specified in Annex 2C-5;

(c) where a particular Call Type to a particular Third Party Network has been established, to change the amount of Interconnection Capacity required by the Acquirer between the Supplier Network and the Third Party Network.

3.2 The Acquirer shall notify the Supplier by means of the request form set out in Annex 2C-1A of its request:

(a) to extend the use of the Call Transit Service to a particular Call Type; or

(b) to extend the provision of the Call Transit Service to a particular Third Party Network.

3.3 The Acquirer shall notify the Supplier by means of the request form set out in Annex 2C-1B of its request, where a particular Call Type to a particular Third Party Network has been established, to change the amount of Interconnection Capacity required by the Acquirer between the Supplier Network and the Third Party Network.

CLAUSE 3.4 – APPROVED

3.4 In the request under clause 3.2, the Acquirer must specify:

(a) whether the Acquirer requires the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network; and

(b) the amount of Interconnection Capacity in terms of bandwidth referred to in clause 3.4(a) (**Requested Capacity**).

CLAUSE 3.5 – APPROVED

3.5 The Acquirer acknowledges any request under clauses 3.2 and 3.3 is subject to clauses 3.7 to 3.9.

CLAUSES 3.6 TO 3.8 – APPROVED

- 3.6 Following receipt of a request form under clauses 3.2 or 3.3, the Supplier shall assess that request and notify the Acquirer within five (5) Business Days that one of the following paragraphs applies:
- (a) the implementation of the request in respect of the requested Call Type or the particular Third Party Network involves only Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be fifteen (15) Business Days; or
 - (b) the implementation of the request in respect of the requested Call Type involves work in addition to or as an alternative to Network Conditioning in the Supplier's Network, in which case the Negotiation Period shall be sixty (60) Business Days; or
 - (c) the implementation of the request in respect of the requested Call Type involves the installation of Interconnection Links between the Supplier Network and the Third Party Network, in which case the Negotiation Period shall be sixty (60) Business Days, excluding such time necessary to establish the Interconnection Links with the Third Party Network.
- 3.7 Where the Acquirer requests the Supplier to provide Interconnection Capacity under clause 3.4, the Acquirer must interconnect at the Supplier Interconnect Gateway Switches at which the Third Party Network Operator is interconnected.
- 3.8 The Supplier will reject all requests to provide Interconnection Capacity under clause 3.4 if the Supplier's interconnection agreement with the Third Party Network Operator does not permit the Supplier to provide Interconnection Capacity for the purpose under this Schedule. The Supplier is not obligated under this Schedule to initiate interconnection or negotiate interconnection for new Call Type with any Third Party.
- 3.9 Where the Acquirer requests the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network under clause 3.4, subject to clauses 3.7 and 3.8 the Supplier will provide the Requested Capacity subject to the necessary redundancy and diversity requirements for Interconnection between the Supplier Network and the Third Party Network. Where the Supplier has established different Interconnection configurations with the Third Party Network, the Supplier will inform the Acquirer the different configurations in which the Interconnection Capacity between the Supplier Network and the Third Party Network may be established. Where the choice of different configurations is available, the Acquirer may request a specific

configuration, subject to the Acquirer assuming full responsibility for the service quality of calls delivered pursuant to this Schedule using its requested configuration and indemnifying SingTel from technical harm and any penalties that may be imposed by the Authority arising from the delivery of calls using its requested configuration.

- 3.10 The Parties shall negotiate in good faith the requirements, implementation Charges and timetable for extending the use of the Call Transit Service provided by the Supplier in accordance with the Acquirer's request under clause 3.2 or 3.3 for the Negotiation Period notified in clause 3.6, failing which either Party may commence the Dispute Resolution Procedure in accordance with Schedule 11.
- 3.11 Where the Parties have reached an agreement in accordance with clause 3.10, the Supplier will commence implementation in accordance with the agreed timetable.
- 3.12 The Acquirer shall be liable for the costs incurred by the Supplier in processing and implementing the Acquirer's request in accordance with the applicable Charges set out under Schedule 9:
- (a) to extend the use of the Call Transit Service to a particular Call Type;
 - (b) to extend the provision of the Call Transit Service to a particular Third Party Network; and

CLAUSE 3.12(c) – DIRECTED AMENDMENTS

(c) where requested, to install and allocate Interconnection Capacity between the Supplier Network and the Third Party Network in accordance with clause 3.9. For the avoidance of doubt, the Acquirer shall pay the Supplier the one-time Charges for the installation of any new and necessary Interconnection Links, irrespective whether the Acquirer's Requested Capacity is less than the total capacity of the new Interconnection Links. Subject to clause 3.9 ~~and good engineering practice~~, the Supplier shall not over-provision the Interconnection Links between the Supplier Network and the Third Party Network.

IDA noted that the word "necessary" was removed from clause 3.12(c) in Schedule 2C of SingTel's Further Revised RIO. IDA had directed in its Required Modifications that the Acquirer should pay for such quantity of Interconnection Links between the Supplier Network and Third Party Network as is necessary to install the Acquirer's requested Interconnection Capacity. As such, IDA considers that the removal of

the word “necessary” does not comply with IDA’s Required Modifications and should be reinstated. Further, the addition of the phrase “and good engineering practice” is redundant, because the clause is already subject to clause 3.9. Accordingly, IDA directs SingTel to amend clause 3.12(c) in the manner specified above.

CLAUSES 3.13 TO 3.17 – APPROVED

3.13 If the Supplier reasonably believes that, in performing the Acquirer’s request in accordance with clause 3.12 any work, operation or use by the Acquirer in relation to the extension of use of the Call Transit Service to a particular Call Type or extension of the provisioning of the Call Transit Service to a particular Third Party Network will cause the Supplier to incur additional costs beyond those costs incurred in the normal provisioning of the Call Transit Service (**Additional Costs**), the Supplier shall notify the Acquirer of the Additional Costs, consisting of reasonable costs associated with the Supplier’s:

- (i) additional processing and implementation of the Acquirer’s request;
- (ii) extension of the use of the Call Transit Services to a particular Call Type or extension of the provisioning of the Call Transit Service to a particular Third Party Network or termination of the Call Transit Service in respect of a Call Type;
- (iii) additional Project Study costs;
- (iv) additional labour costs;
- (v) additional equipment and software (including information system and software modification) costs; and
- (vi) additional software and hardware testing costs.

3.14 The Supplier’s notification under clause 3.13 shall only be valid for a period of five (5) Business Days from the date of receipt by the Acquirer.

3.15 Within five (5) Business Days of receipt of the notification under clause 3.13, the Acquirer shall provide its agreement to proceed with the Acquirer’s request and pay the Additional Costs to be incurred by the Supplier in implementing the

Acquirer's request to extend the use of the Call Transit Service to a particular Call Type or to extend the provisioning of the Call Transit Service to a particular Third Party Network. If the Acquirer does not respond within this period or informs the Supplier that it is unwilling to incur the Additional Costs or informs the Supplier of its intention to withdraw the request, the Supplier shall not be obliged to proceed with the implementation of the Acquirer's request nor to incur any of the Additional Costs set out in clause 3.13 and the Acquirer's request to extend the use of the Call Transit Service to a particular Call Type or to extend the provisioning of the Call Transit Service to a particular Third Party Network will be deemed to be withdrawn. The Acquirer shall be liable for any Additional Costs that the Supplier has incurred in connection with implementing the Acquirer's request until the date of withdrawal of the request. Any dispute in respect of determining the Additional Costs set out in the Supplier's notice shall be resolved in accordance with Schedule 11 of the RIO Agreement and the Acquirer's request shall be considered suspended until resolved.

- 3.16 Nothing in this clause 3 requires the Supplier to perform any changes in its Network or to commence the supply of Call Transit Services for a Call Type to a Third Party Network until the Parties have completed the Change Process for that Call Type or Third Party Network and all Network Conditioning Charges have been agreed to by the Acquirer.
- 3.17 The Acquirer may, at any time, request the Supplier to cease to supply the Call Transit Service in respect of a Call Type, in which case the Supplier shall cease to supply the Call Transit Service in respect of that Call Type as soon as reasonably practicable or at such later time as specified by the Acquirer. The Acquirer shall pay the Supplier the Charges as specified in Schedule 9 for ceasing the supply of the Call Transit Service in respect of that Call Type.

4. CHARGING PRINCIPLES

- 4.1 The Acquirer must pay Call Transit Charges for all Transit Interconnected Calls that originate on its Network regardless of the payment by the Acquirer to the Third Party Network Operator.
- 4.2 The Supplier shall, for those Transit Interconnected Calls for which it is providing a Call Transit Service, collect a Call record for each individual Transit Interconnected Call on a CDR basis and process such records in accordance with clause 5.

- 4.3 The Call records collected by the Supplier in accordance with this clause 4 shall be the source of the data used by the Supplier to invoice for the Call Transit Service it provides under this RIO Agreement.

CLAUSE 4.4 – APPROVED

- 4.4 Where the Acquirer requests the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network under clause 3.3 or 3.4, and no Interconnection Links have been installed for any other Requesting Licensees, the Supplier will install Interconnection Links using E1 links between the Supplier Network and the Third Party Network in accordance with clause 3.9. The Acquirer shall pay the one-time and recurring Charges for such Interconnection Links.

CLAUSE 4.5 – APPROVED

- 4.5 Where the Acquirer requests the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network under clause 3.3 or 3.4, and the Supplier determines that the Acquirer can share a portion of one or more Interconnection Links that have been installed for one or more Requesting Licensees, the Supplier shall not install new Interconnection Links, the Supplier shall configure the existing Interconnection Links to allow sharing and the Acquirer shall share a portion of the recurring Charges of the shared Interconnection Links based on the proportion of the Acquirer's Requested Capacity relative to the capacity used by other Requesting Licensees.

CLAUSE 4.6 – APPROVED

- 4.6 Where the Acquirer requests the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network under clause 3.3 or 3.4, and the Acquirer's Requested Capacity exceeds the spare capacity on the existing Interconnection Links that have been installed for one or more Requesting Licensees,
- (i) the Supplier shall configure the existing Interconnection Links to allow sharing of all available spare capacity and the Acquirer shall share a portion of the recurring Charges of the shared Interconnection Links based on the proportion of the Acquirer's use relative to the capacity used by other Requesting Licensees; and

- (ii) for the remaining Requested Capacity in excess of the available spare capacity, the Supplier shall install additional E1 Interconnection Links between the Supplier Network and the Third Party Network in accordance with clause 3.9, and the Acquirer shall pay the one-time and recurring Charges for such Interconnection Links.

CLAUSE 4.7 – APPROVED

- 4.7 Any installed Interconnection Link (under clause 4.4 or 4.6) shall be made available for sharing by other Requesting Licensees on terms equivalent or similar to the relevant terms of this Schedule 2C. If an Interconnection Link is installed under clause 4.4 or 4.6 and subsequently shared with other Requesting Licensees, the Acquirer's liability for recurring Charges will be proportionally reduced or increased to reflect the Acquirer's Requested Capacity relative to the capacity used by other Requesting Licensees.
- 4.8 For the avoidance of doubt, where the Acquirer shares current Interconnection Links with other Requesting Licensee(s):
 - (a) one-time Charges already paid by the first Requesting Licensee(s) for the installation of the shared Interconnection Links will not be adjusted; and
 - (b) the Acquirer shall be liable for, and must pay the Supplier, a one-time Charge for the implementation of changes required to provide its Requested Capacity.

CLAUSE 4.9 – APPROVED

- 4.9 The one-time Charges and recurring Charges for the Interconnection Links shall be determined on a case by case basis in accordance with the pricing principles in Appendix 1 of the Code.
- 4.10 For clarity, the Charges for Interconnection Capacity will exclude the Transit Charges and the Acquirer will continue to be liable to pay Transit Charges to the Supplier in accordance with this Schedule 2C.
- 4.11 The calculation of Charges for Call Transit Service will be based on the number of Call Durations recorded on the basis of the applicable Billing Unit, and in accordance with the applicable rates set out in Schedule 9.
- 4.12 Calls shall be charged for the duration of use of the circuit for the Call. Duration of use of a circuit shall start at the time the circuit used for the Call is seized and

end at the time the circuit is released. All calls, regardless of whether successful or unsuccessful, are chargeable. The Charges shall be accounted in per second block.

4.13 The Parties shall agree that if a Chargeable Call Duration extends over two (2) or more charge rate periods, the Call shall be recorded as a single Call in the Charge rate period which applies at the commencement of the Call and the Chargeable Call Duration will be determined by adopting the applicable rate set out in Schedule 9 for the applicable charging period in which the Call is answered.

4.14 The Parties shall agree that for Calls that cross over to the next Billing Period, the Calls shall be billed in the Billing Period in which those Calls end.

5. BILLING VERIFICATION INFORMATION

5.1 The Supplier shall use its reasonable endeavours to provide Billing Verification Information for the Call Transit Service in accordance with the format set out in Annex 2C-2 within fourteen (14) Calendar Days from the end of each Billing Period, together with the invoice for the Call Transit Service to be issued in accordance with Schedule 9.

5.2 In addition to the obligation in clause 5.1 when there is a dispute in relation to invoices issued for the Call Transit Service, the Parties shall exchange the Detailed Billing Verification Information set out in Annex 2C-3.

5.3 In the event that the Supplier cannot record Billing Verification Information for the Call Transit Service due to a system error or other fault, upon the request of the Supplier, the Acquirer will provide Billing Verification Information to the Supplier.

5.4 Where the Billing Verification Information collected by the Acquirer is not available under clause 5.3, the Parties will negotiate in good faith alternative Billing arrangements, such as an estimation based on the previous three (3) months' Billing Verification Information, that are appropriate in the circumstances.

6. CESSATION OF ARRANGEMENTS WITH THIRD PARTY NETWORK OPERATORS

6.1 If the Supplier proposes to disconnect its Network from a Third Party Network, then the Supplier will provide the Acquirer with no less than six (6) months notice of the proposed disconnection from the Third Party Network and the Supplier may cease to provide the Call Transit Service to the Third Party Network upon

the expiry of the notice save for situations where six (6) months notice is not reasonably practicable. In such situations the Supplier shall provide as much notice as is reasonably practical and may cease to provide the Call Transit Services at such time as specified in the notice.

- 6.2 If a Third Party Network Operator disconnects or proposes to disconnect its Network from the Supplier's Network, the Supplier shall notify the Acquirer of the disconnection or proposed disconnection as soon as practicable, subject to confidentiality restrictions, after receiving notice from the Third Party Network Operator of the disconnection or proposed disconnection and the Supplier may cease to provide the Call Transit Service to the Third Party Network at such time as the notice from the Supplier to the Acquirer indicates. The Acquirer shall pay the Supplier the Charges as specified in Schedule 9 for ceasing to provide the Call Transit Service to the Third Party Network.

ANNEX 2C.1A – APPROVED

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

1. GENERAL

1.1 Transit Call Request Name and Description

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

1.2 Date to be Introduced (Proposal)

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

1.3 Number Related Information

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

2. CALL ORIGINS AND DESTINATIONS

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

3. NETWORK CONFIGURATION

3.1 Network Configuration/Routing Information

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

3.2 Trunk Group (Circuit Assignment)

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

3.3 Interconnect Capacity Required between the Supplier Network and the Third Party Network

The Acquirer is to specify:

- (a) *whether the Acquirer requires the Supplier to provide Interconnection Capacity between the Supplier Network and the Third Party Network; and*
- (b) *the amount of Interconnection Capacity in terms of bandwidth.*

3.4 Other Engineering Requirements

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

4. BILLING AND CHARGING REQUIREMENT

4.1 Operator Billing

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

ANNEX 2C.1B – APPROVED

ANNEX 2C.1B: REQUEST FORM FOR CHANGE IN AMOUNT OF INTERCONNECTION CAPACITY

1. GENERAL

1.1 Transit Call Request Name and Description

The Acquirer is to provide a general description of Call Type and the Third Party Networks to which the change in amount of Interconnection Capacity is sought (eg Acquirer PSTN to XYZ 00X etc).

1.2 Change in Interconnect Capacity Required between the Supplier Network and the Third Party Network

The Acquirer is to:

- (a) specify the requested change in Interconnection Capacity between the Supplier Network and the Third Party Network; and*
- (b) indicate on a network configuration diagram the revised Interconnection Capacity.*

1.3 Date to be Introduced (Proposal)

The Acquirer is to indicate the preferred implementation date for the change in Interconnection Capacity.

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

BILLING INFORMATION FOR THE SUPPLIER

Call Description	Time Zone	Call duration (in secs)	Call charges (in S\$)
Originating Call from the Acquirer's Network via the Supplier's Network (Transit Charge)	Peak	5400	\$xxx.xx
	Off Peak	2700	\$xxx.xx
Total		xxxx	\$xxx.xx

ANNEX 2C.3: DETAILED BILLING VERIFICATION INFORMATION

1. Billing Verification for Supplier IGS

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

2. Billing Verification for Supplier SGS

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

ANNEX 2C.4: FORECASTING OF NETWORK CAPACITY

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

Network Capacity Forecast for the Interconnect Link between _____ and _____				
Forecasting Period: From _____ to _____				
(i) Busy Hour Traffic Forecast for Call Transit Service (according to Erlang B traffic table):				
	Year 1		Year 2	Year 3
	First 6 months	Subsequent 6 months		
Busy Hour Traffic for Call Transit Services				
(ii) Volume of Call Transit Services (in call attempts and call-minutes):				
	Year 1		Year 2	Year 3
	First 6 months	Subsequent 6 months		
Volume of Call Transit Services (in Call attempts)				
Volume of Call Transit Services (in call minutes)				

ANNEX 2C.5: THIRD PARTY NETWORKS

To be provided at a later time.