



Date: September 5, 2025

Infocomm Media Development Authority

10 Pasir Panjang Road

#03-01 Mapletree Business City

Singapore 117438

Kind Attention: Ms. Aileen Chia, Director-General (Telecoms and Post), Deputy Chief Executive (Connectivity Development & Regulation)

Subject: Response to IMDA Consultation on Singtel's Proposed Reference Interconnection Offer (RIO) – IP-Based Voice Interconnection

Dear Madam,

Verizon appreciates this opportunity to provide comments on the Infocomm Media Development Authority's (IMDA) consultation regarding Singtel's proposed Reference Interconnection Offer (RIO) for the nationwide transition from SS7 signaling to IP-based interconnection for voice services. We commend IMDA for leading this important consultation and inviting industry stakeholders to contribute to a fair, flexible, and future-proof interconnection framework.

Attached as an Annex (the "Submission") are Verizon's initial inputs on the Singtel Proposed RIO Structure and Migration Process. This submission outlines Verizon's thorough legal and operational observations regarding the proposed RIO, accompanied by specific drafting recommendations. We anticipate further collaborative opportunities to refine the RIO as both parties transition to an IP-based regime, with future reviews of migration timelines and commercial information. For clarity and ease of reference, the key positions are summarized below.

Executive Overview of Verizon's Position

- **Proportionality and Reciprocity:** Several newly introduced suspension and termination rights (e.g., Clauses 8.1(b), 12.7, 12.8) are one-sided, exposing Requesting Licensees to significant commercial risk even when they are not at fault. Verizon respectfully requests that such provisions be either (i) reverted to existing language or (ii) made fully reciprocal and qualified by clear due-process safeguards.
- **Clarity of Obligations:** Verizon seeks confirmation that the term "Requesting Party" in Clauses 8.5 and 8.6 is limited to the Licensee originating traffic at a given time, and not all licensees generally. Furthermore, Verizon recommends cross-references where multiple clauses refer to IP Interconnect Testing (Clauses 20.3 vs. 20.6.3(b)/20.6.5(b)) to avoid inadvertent duplication of requirements.

- **Migration Schedule & Cost Allocation:** Given that migration to IP is compulsory and driven by national policy, Verizon submits that (i) testing fees should be fully waived, (ii) migration timetables (Clauses 20.11, 20.13) should be mutually agreed upon rather than unilaterally fixed by Singtel, and (iii) any charges for failed migration attempts should be apportioned based on the party at fault.
- **Buffer Periods Prior to Termination:** Where Singtel is afforded an immediate right to terminate the RIO following a discontinuation of all interconnection links (Clause 13.1(j)), Verizon proposes a reasonable “buffer period” to allow parties to re-establish connectivity or transition end-users with minimal disruption.
- **Suspension Triggered by Third-Party Issues:** Under Clause 12.8, Verizon is concerned that service suspensions caused by issues attributable to other licensees could inadvertently harm Verizon and its customers. Verizon therefore urges IMDA to remove this clause or, at minimum, introduce strict pre-conditions, advance notice, and an indemnity for any losses suffered.

Request for IMDA’s Consideration:

1. **Review and incorporate** the reciprocal protections and clarifications proposed herein to ensure the RIO remains balanced and that no party is exposed to disproportionate operational or legal risk.
2. **Continue to facilitate an industry workshop** (or similar forum) following the close of written submissions to discuss the more technical aspects of migration testing, scheduling, and cost allocation, enabling timely joint resolution of practical implementation challenges.
3. **Confidentiality:** Verizon confirms that this submission is provided on a **non-confidential basis** and may be published by IMDA in full.
4. **Point of Contact:** Please direct any queries regarding this submission to:

Name: Priya Mahajan

Title: Head of APAC Public Policy & Regulatory Counsel, Verizon

Verizon appreciates IMDA’s continuous engagement with industry stakeholders and remains committed to supporting a flexible transition to an efficient IP-based voice interconnection. We look forward to working closely with IMDA, Singtel, and other licensees to finalize a robust RIO that benefits end-users and fosters healthy competition. We want to emphasize that the RIO must be designed to be commercially efficient. This is crucial to ensure its sustainability for all participating operators within the telecommunications market. A commercially viable RIO fosters a balanced and competitive environment, allowing all parties to operate effectively and invest in future infrastructure and services, ultimately benefiting consumers through innovation and choice. Thank you for your consideration.

Annex: Key Changes in the Referenced Clauses of the Main Body with Verizon Inputs

Clause 8.1(b) (Faults and Suspension): Verizon requests a reversion of changes because Singtel's right to suspend and terminate, and Verizon's cost bearing, should not arise regardless of fault. We suggest this new language is unnecessary due to existing Clause 12.1.

Clauses 8.5 & 8.6 (Technical Requirements): Verizon notes no legal issues but asks for clarification of the definition of "Requesting Party."

Clause 12.7 (Interference/Disruption): Verizon suggests this clause should be reciprocal, applying to Singtel's network as well. The reference to "SingTel's network" should be changed to "the Suspending Party's network" to allow Verizon to enforce this clause if SingTel causes interference or disruption to Verizon's network.

Clause 12.8 (Suspension due to other Licensees): Verizon recommends removing this clause or imposing strict requirements for suspension (clear situations, generous notice, Singtel indemnifying Verizon for costs/damage). This clause has the potential to cause serious harm to Verizon from a commercial and reputational standpoint. Why should service be suspended due to issues relating to other Requesting Licensees?

Additional text: This clause should be removed entirely or, at the very least, there should be strict requirements on: (a) when exactly the right to suspend arises – it should be a clearly defined list of situations where suspension is absolutely necessary; (b) there must be a generous notice period provided to Verizon prior to the suspension to allow Verizon to mitigate impact to our customers; and (c) all costs and damage suffered by Verizon must be indemnified by Singtel.

Clause 13.1(j) (Discontinuation of Interconnection Links): Verizon has no legal concerns with termination if all links are discontinued but suggests a buffer period before termination rights arise.

Additional text: If all Interconnection Links are discontinued by Verizon, the RIO would be irrelevant to Verizon. In such an event, there would be no legal concerns with the RIO being terminated. However, the right to terminate should not arise immediately upon discontinuation of all Interconnection Links. Instead, there should be a buffer time built in, e.g., if all Interconnection Links are discontinued and no new Interconnection Links are established for a period of [X] months, then the termination right would arise.

Clause 13.14 (Compliance with Laws and Regulations): It may also be worth considering the final provision in this Clause. What would happen if the Indemnified Party exercises its discretionary right to terminate/suspend the agreement or take some other action, and it is later found that either the other party was not in breach of any law or regulation or that the action taken was too excessive and not necessary? A terminated agreement cannot simply be

reinstated, and who would bear the costs of the erroneous/excessive actions of the Indemnified Party?

Clauses 20.1 to 20.6.9 – IP-Based Interconnection Transition:

In particular, as the “Forecasts and Capacity” section in the original RIO has been removed entirely, stakeholders need to ascertain whether or not any of the provisions therein are still necessary and need to be reinstated.

Is there a difference between IP-based Interconnect Testing under Clause 20.3 and IP-based Interconnect Testing under Clause 20.6.3(b)/20.6.5(b)? If so, then a cross-reference between this Clause and 20.6.3/20.6.5 should probably be included to avoid confusion.

From a commercial standpoint, we request a complete waiver of all testing costs, given that this is a compulsory migration.