

**SINGAPORE
TELECOMMUNICATIONS
LIMITED**

**REFERENCE
INTERCONNECTION
OFFER**

CONTENTS

PART 1- ACCEPTANCE PROCEDURES

1. NOTIFICATION OF ACCEPTANCE OF RIO	2
2. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO	4
3. REPRESENTATIONS AND WARRANTIES	6
4. ADDITIONAL SERVICES	7
5. EFFECT OF VARIATION OF SINGTEL'S RIO	8
6. ACCEPTANCE OF RIO PENDING ADOPTION OF INDIVIDUALISED AGREEMENT	8
1. DEFINITIONS, INTERPRETATION AND STRUCTURE	10
2. SCOPE OF AGREEMENT	11
3. SUPPLY OF SERVICE	12
4. COMMENCEMENT, DURATION AND REVIEW	13
5. CHARGES	14
6. PAYMENT	16
7. ONGOING INFORMATION REQUIREMENTS	18
8. NETWORK PROTECTION AND SAFETY	19
9. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT	20
10. NETWORK ALTERATIONS AND CHANGES	20
11. QUALITY OF SERVICE	21
12. SUSPENSION	22
13. TERMINATION	26
14. FORCE MAJEURE	31
15. LIMITATION OF LIABILITY	32
16. INTELLECTUAL PROPERTY RIGHTS	34
17. NUMBERING	35
18. CALLING LINE IDENTIFICATION (CLI)	35
19. REQUESTING LICENSEE'S DUTY TO PROVIDE IRS NECESSARY TO ALLOW PHYSICAL INTERCONNECTION	37

20. FORECASTS AND CAPACITY	37
21. INSURANCE	38
22. CREDIT MANAGEMENT AND SECURITY REQUIREMENTS	39
23. CONFIDENTIALITY	41
24. CUSTOMER RELATIONSHIP	45
25. REQUESTING LICENSEE'S REPRESENTATIONS AND COMMUNICATIONS	46
26. ASSIGNMENT	47
27. WAIVERS	47
28. SERVING OF NOTICES	48
29. ENTIRE AGREEMENT	49
30. GOOD FAITH AND NON-EXCLUSIVITY	49
31. PARTIAL INVALIDITY	49
32. COSTS AND EXPENSES	50
33. INDEPENDENT CONTRACTORS AND AGENCY	50
34. GOVERNING LAW	50
35. DISPUTE RESOLUTION	50
36. AMENDMENTS	51

THIS REFERENCE INTERCONNECTION OFFER IS

MADE BY: SINGAPORE TELECOMMUNICATIONS LIMITED (**SingTel**), company registration number 199201624D, a company incorporated in Singapore and having its registered office at 31 Exeter Rd, Comcentre, Singapore 239732.

ON: [DATE]

PURSUANT TO: Subsection 6.3.1 of the Code of Practice for Competition in the Provision of Telecommunication Services.

WHEREAS:

- A. The Info-communications Development Authority of Singapore (**the Authority**) has published a Code of Practice for Competition in the Provision of Telecommunication Services in the Republic of Singapore (**Code**).
- B. Subsection 6.3.1 of the Code requires Dominant Licensees to submit a proposed Reference Interconnection Offer (**RIO**) to the Authority for approval. This RIO was submitted on 30 October 2000 and approved by the Authority on 31 January 2001, with further amendments approved by IDA on 20 March 2001, 27 November 2001, 21 August 2002, 8 October 2002, 31 October 2002, 10 January 2003, 13 October 2004, 15 October 2004 and *[insert date]*.
- C. This RIO is in two parts – the first outlines the procedures necessary to accept the RIO and enter into a RIO Agreement with SingTel; the second includes the minimum terms and conditions on which SingTel will enter into such an agreement with telecommunications Licensees, the detailed terms and conditions being contained in the relevant schedules.

PART 1 – ACCEPTANCE PROCEDURES

1. NOTIFICATION OF ACCEPTANCE OF RIO

1.1 If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunication services to the public, seeks to interconnect with SingTel on the prices, terms and conditions contained in this RIO for the Interconnection Related Services (**IRS**) and/or Wholesale Services contained in this RIO Agreement, that FBO or SBO must submit a written acceptance (**Notification of Acceptance of RIO**) to SingTel (and the Authority) in the form provided at Attachment A – **Notification of Acceptance of RIO**.

1.2 An FBO or SBO which uses switching or routing equipment to provide telecommunication services to the public and which submits such a Notification of Acceptance of RIO shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Notification of Acceptance of RIO, will become bound by the provisions of this Part 1 of this RIO, including the representations and warranties contained in clause 3.

1.3 The Requesting Licensee's Notification of Acceptance of RIO must contain:

- (a) the IRS and/or Wholesale Services it wishes to be supplied with;
- (b) the forms of interconnection requested (as specified in Schedule 1 of this RIO);
- (c) the type of telecommunications system licence held by and the type of telecommunications services licensed for provision by the Requesting Licensee;
- (d) a designated contact person;
- (e) either:
 - (i) a banker's guarantee in the form of Attachment C from a bank reasonably acceptable to SingTel; or
 - (ii) a security deposit for the amount of:
 - A. S\$20,000; or

- B. 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or, if the Requesting Licensee has not previously been liable for the Charges, is likely to incur in a month, under this RIO Agreement, including any one time Charges that are payable by the Requesting Licensee,

whichever amount is greater; and

SingTel Comments: Clause 1.3(e)

The proposed amendment to clause 1.3(e) will ensure that Requesting Licensees are no longer subject to differentiation on the basis of paid up capital.

It may be difficult for a new Requesting Licensee to ascertain the amount of Charges that it will be liable to pay in a month. In SingTel's experience, S\$20,000 is a reasonable estimate of the aggregate amount that a new Requesting Licensee is likely to pay to SingTel in monthly Charges for the Services.

SingTel has explicitly referred to one time Charges for the avoidance of doubt.

SingTel has also made consequential amendments to Attachments A and B.

- (f) such other information as specified in Attachment A – Notification of Acceptance of RIO.

- 1.4 Unless otherwise agreed or, if and until SingTel finds the Notification of Acceptance of RIO to be non-conforming under clause 2.1, and subject to clause 2, SingTel and the Requesting Licensee will, following execution by the Requesting Licensee of the RIO Agreement, use their reasonable endeavours to commence discussions in relation to the implementation of the accepted prices, terms and conditions of the RIO Agreement and to complete such discussions within thirty (30) Calendar Days of the receipt of the Notification of Acceptance of RIO.

SingTel Comments: Clause 1.4

SingTel notes that clause 1.4, as amended, is consistent with sub-section 6.3.3.2(b) of the Code.

- 1.5** For the purposes of this RIO, an agreement entered into on the same terms and conditions to those in Part 2 of this RIO shall be referred to as a **RIO Agreement**.
- 1.6** In addition to the dispute resolution procedures provided for in clause 35 of the RIO Agreement, both the Requesting Licensee and SingTel may, in accordance with Section 4.3.2 of the Code, jointly request the Authority to provide assistance in resolving disputes regarding the implementation of a RIO Agreement.
- 1.7** If the Requesting Licensee requests services outside the scope of the RIO, the terms and conditions of the provision of such services shall remain outside the scope of this RIO.

2. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO

- 2.1** SingTel may find a Notification of Acceptance of RIO to be non-conforming if:
- (a) the Requesting Licensee is neither an FBO nor an SBO using switching or routing equipment to provide telecommunications services to the public; or
 - (b) the services requested are not IRS or Wholesale Services as defined by SingTel's then current RIO; or
 - (c) the services requested are outside the scope of the services that are required to be supplied to the Requesting Licensee; or
 - (d) the Requesting Licensee has not provided a notification in accordance with the Notification of Acceptance of RIO; or
 - (e) SingTel is already supplying the Services (except where the Service supplied is the FLLC Service or the TLLC Service) the subject of the Notification of Acceptance of RIO to the Requesting Licensee pursuant to an existing agreement and the Requesting Licensee has not notified SingTel of its intention to terminate the provision of the Services under that existing agreement; or
 - (f) SingTel is or has been granted an exemption by the Authority from the supply of the requested Services to the Requesting Licensee or generally; or
 - (g) in relation to an Interconnection Agreement between SingTel and Requesting Licensee (other than this RIO Agreement), where the Requesting Licensee has

committed a material breach of that Interconnection Agreement (including but not limited to a failure to pay any sum) and the Requesting Licensee has failed to rectify such a breach in accordance with the terms of that Interconnection Agreement.

SingTel Comments: New clause 2.1(g)

SingTel has inserted new clause 2.1(g) to ensure that a Requesting Licensee that has failed to pay for a service purchased under another Interconnection Agreement (e.g. an Individualised Interconnection Agreement) cannot escape its payment obligations under that agreement by requesting the same or additional services under the RIO Agreement.

New clause 2.1(b) ensures that the Requesting Licensee has no incentive to ignore its obligations under the other Interconnection Agreement by seeking to sign up to, and procure Services pursuant to, the RIO Agreement.

SingTel has also introduced a new definition of “Interconnection Agreement” in Schedule 12, which based on the definition set out in the Code.

- 2.2** SingTel may apply to the Authority for an exemption from providing Services to the Requesting Licensee at any time.
- 2.3** Subject to SingTel obtaining the Authority’s prior written approval, the operation of this RIO in respect of the Requesting Licensee’s Notification of Acceptance of RIO will be suspended for such time as the exemption process in clause 2.2 takes to operate.
- 2.4** If SingTel finds a Notification of Acceptance of RIO to be non-conforming under this clause 2 it will:
- (a) promptly notify the Requesting Licensee in writing; and
 - (b) provide reasons for rejection to the Requesting Licensee with the notice in paragraph (a); and
 - (c) not be required to enter into a RIO Agreement pursuant to the Notification of Acceptance of RIO.

- 2.5** If SingTel notifies the Requesting Licensee that the Notification of Acceptance of RIO is conforming, the Requesting Licensee must execute the RIO Agreement as soon as reasonably practicable.

SingTel Comments: Clause 2.5

The current obligation on the Requesting Licensee to execute the RIO Agreement immediately is too strict and does not reflect commercial practice.

3. REPRESENTATIONS AND WARRANTIES

- 3.1** By submitting a Notification of Acceptance of RIO, the Requesting Licensee represents and warrants that:

- (a) it has power to enter into and observe its obligations under the RIO Agreement; and
- (b) it has in full force and effect the authorisations necessary to enter into the RIO Agreement, observe obligations under it and allow it to be enforced; and
- (c) its obligations under the RIO Agreement are valid and binding and are enforceable against it in accordance with its terms; and
- (d) the information provided by it to SingTel in its Notification of Acceptance of RIO is complete, true and correct, and not misleading; and
- (e) except where clause 3.3 applies, it is not a trustee of any trust or settlement.

- 3.2** SingTel represents and warrants that:

- (a) it has power to enter into and observe its obligations under the RIO Agreement; and
- (b) it has in full force and effect the authorisations necessary to enter into the RIO Agreement, observe obligations under it and allow it to be enforced.

- 3.3** Where the Requesting Licensee is a trustee of a trust or settlement, it will be a condition precedent to the RIO Agreement coming into force and effect that the Requesting Licensee, the directors of the Requesting Licensee and the

beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to SingTel to assure SingTel that the Requesting Licensee has the power and authority to enter into the RIO Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under the RIO Agreement.

- 3.4** The Requesting Licensee agrees to indemnify SingTel on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by SingTel which arises out of or in connection with any breach of any of the representations given in this clause 3.

4. ADDITIONAL SERVICES

- 4.1** **Additional Services** are IRS or Wholesale Services as defined in the RIO Agreement, but which are not currently being supplied to the Requesting Licensee. If the Requesting Licensee wishes to acquire an Additional Service from SingTel, the acceptance must be in the form provided as Attachment B – Acceptance of Additional Service.

- 4.2** On receipt of an Acceptance of Additional Service, the procedures in clauses 1 and 2, and the warranties in clause 3 will be deemed to apply in relation to an Acceptance of Additional Service.

SingTel Comments: Clause 5

A Requesting Licensee would not be able to acquire New Services under clause 5 of the RIO Agreement unless the SingTel had incorporated the terms and conditions that are to apply in relation to the New Service into the RIO and the RIO was approved by the IDA. Clause 5 would not therefore actually provide the basis for a Requesting Licensee to acquire New Services upon request in the absence of the development of a new Schedule in the RIO that sets out the terms and conditions on which the New Service is to be supplied.

A Requesting Licensee may acquire IRS that they are not currently using under clause 4 (Additional Services).

SingTel has also deleted Attachment C, as a consequential amendment.

5. EFFECT OF VARIATION OF SINGTEL'S RIO

5.1 SingTel may amend or withdraw its RIO from time to time with the consent of the Authority.

5.2 Any amendments made by SingTel to this RIO will automatically form part of this RIO Agreement.

6. ACCEPTANCE OF RIO PENDING ADOPTION OF INDIVIDUALISED AGREEMENT

6.1 A Requesting Licensee that has notified SingTel that it wishes to negotiate an Individualised Agreement may obtain Services on the prices, terms and conditions specified in this RIO on an interim basis pending the adoption of the Individualised Agreement, either as a result of voluntary agreement or the dispute resolution procedure specified in the Code.

SINGAPORE TELECOMMUNICATIONS LIMITED

PART 2 – REFERENCE INTERCONNECTION OFFER AGREEMENT

THIS SINGTEL REFERENCE INTERCONNECTION OFFER AGREEMENT (RIO AGREEMENT)

MADE ON: []

BETWEEN: Singapore Telecommunications Limited (**SingTel**), company registration number 199201624D, a company incorporated in Singapore and having its registered office at 31, Exeter Rd, Comcentre, Singapore, 239732.

AND: (**Requesting Licensee's details**)

(**the Parties**).

RECITALS:

- A. The Authority granted to SingTel the SingTel Licence on the 1st day of April 1992 to establish, install and maintain a telecommunication system upon the terms and subject to the conditions of the SingTel Licence.
- B. The Requesting Licensee has been granted a licence as a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) that uses switching or routing equipment to provide telecommunication services to the public.
- C. SingTel is under obligations pursuant to the Code of Practice for Competition in the Provision of Telecommunication Services in the Republic of Singapore (**Code**) published by the Info-communications Development Authority of Singapore (**the Authority**) to permit, amongst other things, the interconnection of, and access to, its telecommunication system.

SingTel Comments: Recitals

Please refer to SingTel's amendments to clause 3.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

1.1 In this RIO Agreement, except where otherwise specified, words and expressions have the meanings set out in Schedule 12 – Dictionary, and this RIO Agreement is to be construed in accordance with that Schedule.

1.2 The following documents shall be deemed to be read and construed as part of this RIO Agreement:

The main body of this RIO Agreement;

Schedule 1 Physical and Virtual Interconnection;

Schedule 2 Origination, Termination & Transit;

Schedule 3 Unbundled Network Elements;

Schedule 4 Unbundled Network Services;

Schedule 5 Essential Support Facilities;

Schedule 6 Number Portability;

Schedule 7 Wholesale Services;

Schedule 8 Co-Location;

Schedule 9 Charges;

Schedule 10 Billing;

Schedule 11 Dispute Resolution;

Schedule 12 Dictionary.

1.3 In the event of an inconsistency between the main body of this RIO Agreement, the Schedules, Annexes and Attachments, the order of precedence (unless expressly stated to the contrary) shall be as follows:

(a) the main body of this RIO Agreement;

(b) Schedule 9 (**Charges**);

(c) the other Schedules;

(d) the Annexes;

(e) the Attachments.

1.4 If the Parties mutually agree to vary this RIO Agreement then, subject to the approval of the Authority to such variation, it is no longer a RIO Agreement, but an Individualised Agreement under the Code.

1.5 Part 1 (Acceptance Procedures) forms part of this RIO Agreement.

2. SCOPE OF AGREEMENT

2.1 Subject to clause 2.2, the following Interconnection Related Services (**IRS**) and Wholesale Services are covered by this RIO Agreement and terms and conditions of supply as set out in the relevant Schedules:

- (a) Physical Interconnection and Virtual Interconnection between the SingTel Network and the Requesting Licensee's Network, in accordance with Schedule 1;
- (b) Origination, Termination and Transit (**OT&T**) of network traffic between SingTel's Network and the Requesting Licensee's Network, in accordance with Schedule 2;
- (c) Unbundled Network Elements (**UNEs**), in accordance with Schedule 3;
- (d) Unbundled Network Services (**UNSSs**), in accordance with Schedule 4;
- (e) Essential Support Facilities (**ESFs**), in accordance with Schedule 5;
- (f) Number Portability between SingTel's Network and the Requesting Licensee's Network, in accordance with Schedule 6;
- (g) Wholesale Services, in accordance with Schedule 7; and
- (h) Co-Location, in accordance with Schedule 8.

2.2 This RIO Agreement does not apply to the supply of IRS or Wholesale Services where the Requesting Licensee is not of a class of operator to which that IRS or Wholesale Service is expressed to apply under this RIO Agreement.

3. SUPPLY OF SERVICE

- 3.1 This RIO Agreement sets out the terms and conditions upon which SingTel will supply IRS and/or Wholesale Services to the Requesting Licensee and the principles governing the supply of IRS by the Requesting Licensee to SingTel.
- 3.2 SingTel agrees to supply to the Requesting Licensee on the prices, terms and conditions set out in this RIO Agreement those Services listed in clause 2.1 to the extent:
- (a) requested by the Requesting Licensee in a Notification of Acceptance of RIO under Part 1 of this RIO; and
 - (b) notified by SingTel to the Requesting Licensee that its Notification of Acceptance of RIO is conforming under Part 1 of this RIO.
- 3.3 To the extent applicable, the Requesting Licensee agrees to supply and SingTel agrees to acquire the IRS listed in clause 2.1 on the prices, terms and conditions set out in this RIO Agreement, and such other services requested under clause 19.
- 3.4 The Parties agree to interconnect the SingTel Network with the Requesting Licensee's Network and maintain such Interconnection in accordance with this RIO Agreement.
- 3.5 The Parties acknowledge that a Third Party may not rely on this RIO Agreement to obtain similar benefits from either Party. Third Parties may, however, enter into a separate agreement on the terms and conditions of an existing interconnection agreement in accordance with clause 6.4 of the Code.

SingTel Comments: Clause 3.3, 3.4 and 3.5

SingTel notes that the IDA has stated in its Response to the proposed Code of Practice for Competition in the Provision of Telecommunications Services (Code), "because non-dominant licensees are subject to market forces, IDA will not require them to provide "reciprocal" interconnection rights to Dominant Licensees" (page 8).

SingTel notes that the IDA's comments are limited to reciprocal rights and does not extend to reciprocal terms and conditions. As the IDA is aware, IRS such as O/T/T,

must offered on reciprocal terms and conditions, otherwise interconnection and any-to-any connectivity cannot be achieved.

As the IDA has approved the terms and conditions set out in the SingTel RIO, it follows that the IDA considers such terms and conditions to be the optimal terms and conditions on which such services are to be provided. Any dispute in relation to the terms and conditions of an Interconnection Agreement that is referred to the IDA for dispute resolution is likely to result in a determination that is consistent with the SingTel RIO.

There is no reason why a Requesting Licensee cannot use the RIO Agreement as the basis for providing SingTel with IRS. In fact, the use of the RIO Agreement ensures that both SingTel and the Requesting Licensee provide and receive interconnection on the same terms and conditions. For example, where a Requesting Licensee has previously sought to provide SingTel with Co-Location at a lower quality than that which SingTel provides to it (thereby affecting the quality of services that SingTel would provide to customers), the provision of such services by the Requesting Licensee on the terms and conditions set out in the RIO Agreement would ensure that the Requesting Licensee provides SingTel with a sufficient quality of service whilst ensuring that the Requesting Licensee also receives such services at the same quality.

Finally, the inclusion of reciprocal rights of interconnection in the SingTel RIO would ensure that Requesting Licensee's do not seek unnecessary or unrealistic quality of service levels where the Requesting Licensee is unable to meet such levels themselves.

4. COMMENCEMENT, DURATION AND REVIEW

- 4.1** This RIO Agreement shall be submitted to the Authority as soon as practicable after both Parties have executed it.
- 4.2** This RIO Agreement shall commence on the Effective Date and, without prejudice to clause 14, shall continue in force until the earlier of:
- (a) the expiry or termination of the SingTel Licence where SingTel is not simultaneously granted another licence of that type;
 - (b) the expiry or termination of the Requesting Licensee's Licence where the Requesting Licensee is not simultaneously granted another licence of that type;

(c) the termination of this RIO Agreement by a Party in accordance with clause 12.7 hereof or other right at law; or

(d) 28 September 2006.

4.3 If the Authority reviews and amends the Code at any time, SingTel may review this RIO Agreement and seek the Authority's approval to such amendments to the RIO and this RIO Agreement as it considers necessary or desirable in accordance with clause 36.

5. CHARGES

5.1 The Requesting Licensee shall pay to SingTel the Charges for Services supplied by SingTel to the Requesting Licensee, as specified from time to time in Schedule 9. SingTel shall pay to the Requesting Licensee the Charges for the IRS supplied by the Requesting Licensee to SingTel, as specified from time to time in Schedule 9.

SingTel Comments: Clause 5.1

This is a conforming amendment. Please refer to our comments in relation to clauses 3.3, 3.4 and 3.5.

5.2 If SingTel incurs additional costs outside those envisaged by Schedule 9 in the provision of IRS or Wholesale Services to the Requesting Licensee, or wishes to amend existing Charges or impose new charges, SingTel may at any time recover these costs from the Requesting Licensee in accordance with the relevant Schedule.

SingTel Comment: Clause 5.2

SingTel should be allowed to recover the costs it incurs in providing services to Requesting Licensees in accordance with the relevant Schedule. SingTel has amended clause 5.2 and the relevant Schedules to allow it to recover certain costs, as described in the relevant Schedule. As descriptions of the relevant costs are set out in the relevant Schedules, Requesting Licensees will be aware of their obligations to SingTel in advance and therefore will be subject to adequate protection.

- 5.3** For Charges which are determined by the Authority (except Charges for Wholesale Services), the Charges contained in Schedule 9 shall apply until 28 September 2006, subject to review and adjustment by the Authority, except where otherwise specified in this RIO Agreement. Subject to review and adjustment by the Authority, the following timeframes apply in respect of the Charges contained in Schedule 9 for the following Wholesale Services:
- (a) in relation to the FLLC Service:
- (i) eighteen (18) months from the Wholesale LLC Commencement Date for:
- A. FLLC supplied as a point-to-point circuit that terminates at an End User's site within the Central Zone; and
- B. FLLC supplied as a point-to-multipoint circuit that terminates at multiple End Users' sites which are all located within the Central Zone,
- (together, "**FLLC Central Term**");
- (ii) twenty-four (24) months from the Wholesale LLC Commencement Date for all other FLLC not included in subclause (i) (**FLLC Non-Central Term**); and
- (b) in relation to the TLLC Service:
- (i) eighteen (18) months from the Wholesale LLC Commencement Date for a TLLC that terminates at an End User's site, where that End User's site is within the Central Zone (**TLLC Central Term**); and
- (ii) twenty-four (24) months from the Wholesale LLC Commencement Date for all other TLLC not included in subclause (i) (**TLLC Non-Central Term**).
- 5.4** If there is a difference between a Charge for an IRS or Wholesale Service specified in Schedule 9 and a Charge determined by the Authority, the Charge determined by the Authority shall prevail.
- 5.5** The Charges for an IRS or Wholesale Service will vary as a result of an approval, order, direction, determination or requirement of the Authority.

5.6 As soon as reasonably practicable following an order, direction, determination or consent by the Authority of a Charge (or the means of calculating that Charge or a variation of that Charge) for an IRS or Wholesale Service, SingTel shall make any necessary alterations to Schedule 9 so that it accords with such order, direction, determination or consent.

6. PAYMENT

6.1 All Charges in this RIO Agreement are exclusive of GST unless the contrary is expressly stated. GST shall be added, where applicable, to all or any part of the Charges under this RIO Agreement.

6.2 The Parties shall bear and pay all taxes as required by Singapore law that result from the implementation of this RIO Agreement or the acquisition of IRS or Wholesale Services under this RIO Agreement. If the Requesting Licensee is required under Singapore law or the law of any jurisdiction outside Singapore to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to SingTel, the Requesting Licensee shall make such deduction or withholding as required and the amount payable to SingTel shall be increased by any such amount necessary to ensure that SingTel receives a net amount equal to the amount which SingTel would have received in the absence of any such deduction or withholding.

6.3 Invoices are due and payable in Singapore Dollars.

6.4 All payments must be:

- (a) paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account(s) of the Party to receive the payment;
- (b) subject to Schedule 10, paid without counterclaim and free and clear of any withholding or deduction; and
- (c) accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.

6.5 The Parties shall comply with Schedule 10 in relation to all aspects of the billing, settlement and dispute of payments under this RIO Agreement.

6.6 The Requesting Licensee shall, whenever requested by SingTel, deposit with SingTel such sums or such further or additional sums calculated in accordance with this clause as may be requested by SingTel from time to time in respect of any Services. The Requesting Licensee must provide SingTel with either:

(a) a banker's guarantee in the form of Attachment C from a bank reasonably acceptable to SingTel; or

(b) a security deposit for the amount of:

(i) S\$20,000; or

(ii) 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or, if the Requesting Licensee has not previously been liable for the Charges, is likely to incur in a month, under this RIO Agreement, including any one time Charges that are payable by the Requesting Licensee,

whichever amount is greater.

6.7 The Requesting Licensee shall not require SingTel to apply any sum deposited with SingTel in payment of its Charges. The payment of a deposit does not relieve the Requesting Licensee from its obligations to pay amounts to SingTel as they become due and payable, nor does it constitute a waiver of SingTel's right to suspend, disconnect, or terminate the Services due to non-payment of any sums due or payable to SingTel.

SingTel Comments: Clauses 6.6 and 6.7

In relation to:

- *clause 6.6, please refer to our comments in relation to clause 1.3(e) of Part 1 of this main body; and*
- *clause 6.7, this is a conforming amendment.*

6.8 SingTel shall be entitled to retain all sums deposited by the Requesting Licensee with SingTel for so long as any Service (notwithstanding that it has been

suspended) continues to be provided or made available to the Requesting Licensee.

- 6.9** SingTel may, at any time, utilise any or all the sums deposited with SingTel to settle any amount due, payable or owed to SingTel by the Requesting Licensee.

7. ONGOING INFORMATION REQUIREMENTS

- 7.1** The obligations of each Party to provide information to the other Party are as set out in this clause 7, or as otherwise agreed in writing between the Parties, and are subject to the requirements of confidentiality imposed by clause 23 of this RIO Agreement.

- 7.2** Each Party shall provide the other Party on a timely basis with all agreed information reasonably required to determine Charges to be billed by one Party to the other Party.

- 7.3** Each Party shall also provide to the other Party the information expressly required by this RIO Agreement and such other information which is relevant to IRS or Wholesale Services provided under this RIO Agreement as the other Party may from time to time reasonably require.

- 7.4** For the avoidance of doubt, nothing in this RIO Agreement requires either Party to provide any information that is proprietary, confidential or commercially sensitive. If information of a confidential nature is disclosed, such information and its use and disclosure will be subject to the terms and conditions of clause 23 of this RIO Agreement.

- 7.5** A Party shall, subject to clause 15, indemnify the other Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by that Party to comply with any reasonable condition relating to the use of any information notified to that Party by the other Party at the time of disclosure.

- 7.6** Nothing in this RIO Agreement shall oblige either Party to do anything which would cause it to be in breach of any statutory, regulatory or contractual obligation of confidentiality or any code of practice on the confidentiality of information issued by the Authority or pursuant to their respective Licences.

8. NETWORK PROTECTION AND SAFETY

8.1 Each Party is responsible for the safe operation of its side of the Network, and shall, so far as is reasonably practicable, take all necessary steps to ensure that its side of the Network, its Network Facilities, its Network operations and implementation of this RIO Agreement:

SingTel Comment: Clause 8.1

This is clarifying amendment that ensures the correct usage of definitions set out in Schedule 12.

- (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
- (b) do not cause physical or technical harm to the other Party's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of the first mentioned Party's Network.

8.2 The Parties will manage their Networks to minimise disruption to Services and, in the event of interruption or failure of any Services, will restore those Services as soon as is reasonably practicable. Each Party shall manage, notify and correct faults arising in its Network which affect the provision of any Services by the other Party:

- (a) as it would in the ordinary course for similar faults affecting the provision of Services by it; and
- (b) in accordance with the fault notification procedures specified in this RIO Agreement.

8.3 Neither Party shall use or permit the use of any Service, or install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment in contravention of any law. If either Party considers that the other Party is acting, or is likely to, act in contravention of this clause, then the first-mentioned Party may seek the Authority's approval to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) in which case the first-mentioned Party may take immediate necessary corrective action. On receipt of the Authority's approval (except as

otherwise provided in this clause 8.3), the first-mentioned Party may take the necessary corrective action.

SingTel Comment: Clause 8.3

Clarifying amendment only.

8.4 Each Party shall ensure that its Network and operating procedures comply in all respects with this RIO Agreement.

9. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT

9.1 Neither Party shall connect or knowingly permit the connection to its Network of anything that is not approved by the Authority for attachment to its Network.

10. NETWORK ALTERATIONS AND CHANGES

10.1 A Party may make Network Changes (other than a change explicitly permitted by this RIO Agreement) at any time provided that it complies with this clause 10.

10.2 This clause 10 only applies where a Party proposes to undertake a Network Change (**the Altering Party**), which makes it necessary to change the hardware or software, including interface software, of the other Party's Network in order to maintain the satisfactory interworking of the Altering Party's Network with the Network of the other Party.

10.3 The Altering Party shall notify the other Party as soon as is reasonably practicable of a proposed Network Change. The period of notice must be at least six (6) months in accordance with clause 5.7.1 of the Code. Such notice shall, as far as possible, set out details of the nature, effect, technical details and potential impact on the other Party's Network of the proposed Network Change, as well as such other information as the other Party shall reasonably require. This notice period does not apply to such Network Changes required to be implemented by the Authority.

SingTel Comment: Clause 10.3

Clarifying amendment only.

- 10.4** The Altering Party shall be solely responsible for the reasonable and direct cost of such changes in the other Party's Network, and shall pay to the other Party such costs.
- 10.5** The Parties agree to fully co-operate and consult with each other on the implementation of Network Changes and to keep each other informed of the steps involved, with a view to minimising, and if possible, eliminating any disruption to the Services supplied under this RIO Agreement. The Parties agree to fully co-operate and consult with each other with a view to accommodating both Parties' reasonable expectations regarding the time commitments and implications of the proposed Network Change.
- 10.6** Each Party has the right to modify, change or substitute underlying technology or the specifications of the Services to improve the functioning or performance of the Services or their respective Networks provided that such modifications do not materially adversely alter the functioning or performance of the Services supplied to the other Party. For the avoidance of doubt, such modifications may include replacement of elements of existing Network infrastructure or systems with alternate technology.
- 10.7** Nothing in this RIO Agreement may be construed to preclude a Party from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to provide any of the Services within the scope of this RIO Agreement.

11. QUALITY OF SERVICE

11.1 Each Party shall:

- (a) ensure that the Services it provides to the other party are of the quality comparable to what it provides to itself and to its affiliates; and
- (b) maintain and repair faults on Interconnection Links in the same manner as it maintains similar plant and repairs similar faults within its Network.

11.2 SingTel shall provide to the Requesting Licensee such remedies for late delivery of Services on the terms and conditions, but only to the extent specified, in the relevant Schedule.

11.3 Neither Party warrants that its Network or Network Facilities are or will be free from faults. Each Party will comply with the fault identification and reporting guidelines set out in this RIO Agreement and issued by the Authority from time to time.

SingTel Comments: New Clause 11.3

New clause 11.3 makes it clear that neither party's Network or Network Facilities are free from faults. Such a clause is very common in interconnection agreements throughout the world and reflects regulatory best practice. The existence of faults is acknowledged in the RIO Agreement itself and in codes issued by the IDA from time to time, such the Code of Practice (Service Standards on Network Quality).

New clause 11.3 has merely been introduced for the avoidance of doubt to ensure that neither party can claim a right (such as under a warranty) in the event that a fault occurs in the other party's Network or Network Facilities. Issues such as faults and network quality should not be matters that are subject to enforcement by a party to an interconnection agreement.

The inclusion of new clause 11.3 ensures that each party to the RIO Agreement:

- *is subject to a specific contractual obligation to comply with fault identification and reporting guidelines set out in this RIO Agreement and issued by the IDA; and*
- *does not usurp the regulatory functions of the IDA by seeking to take action against the other party for a fault in their Network or Network Facilities.*

12. SUSPENSION

12.1 Subject to clause 12.2, either Party (**Suspending Party**) may suspend this RIO Agreement or any Schedule of this RIO Agreement by providing notice to the other Party if:

- (a) the other Party's Network adversely affects the normal operation of the Suspending Party's Network, or is a threat to any person's safety; or
- (b) the other Party's Network or the supply of a Service to the other Party under this RIO Agreement may pose an imminent threat to life or the property of the Suspending Party; or
- (c) the other Party's Network causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of the Suspending Party or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the Suspending Party's Network; or
- (d) the other Party is in material breach of this RIO Agreement (including but not limited to failure to pay any sum, whether in respect of any one or more Services, for which the other Party has been Invoiced in respect of), the Suspending Party has given seven (7) Calendar Days notice of such breach (which period may operate concurrently with the period in clause 2.6 of Schedule 10) and the other Party has failed to rectify such breach within that time; or

SingTel Comment: Clause 12.1(d)

Clarifying amendment only. Please refer to the new definition of Invoice in Schedule 12, which includes requests for payments, invoices and bills.

- (e) if, in the Suspending Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service supplied under this RIO Agreement (whether with or without the authorisation and/or permission of the Suspending Party) in contravention of law and the Suspending Party has the necessary confirmation from the relevant Governmental Agencies that the other Party is in contravention of law; or
- (f) compliance with legal or regulatory obligations requires immediate action; or
- (g) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or
- (h) any material information provided or representation made by either Party to the other Party is untrue, false, misleading or inaccurate and has an adverse material

impact on the other Party in relation to its provision of Services under this RIO Agreement; or

- (i) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party; or

SingTel Comments: New clause 12.1(i)

New clause 12.1(i) is consistent with sub-section 5.4.6(a)(ii) of the Code, which permits a party (with IDA approval) to suspend or terminate an Interconnection Agreement when the other party has become insolvent.

- (j) where the other Party fails to, or no longer satisfies, the requirements for Interconnection set out in Schedule 1.

SingTel Comments: New clause 12.1(j)

SingTel cannot provide and the Requesting Licensee cannot receive Interconnection Related Services without each party interconnecting (and maintaining the interconnection of) their respective Networks. New clause 12.1(j) ensures that the Suspending Party can discontinue providing Services under the RIO Agreement if the requirements for Interconnection as set out in Schedule 1 are not (or no longer) satisfied by the other Party.

- 12.2** A Suspending Party will only suspend this RIO Agreement or any Schedule or any licence granted under a Schedule (where the relevant Schedule provides that this clause 12.2 applies to that licence) to the extent necessary to address the relevant event. Prior to suspending this RIO Agreement or any Schedule or any licence granted under a Schedule (where the relevant Schedule provides that this clause 12.2 applies to that licence) the Suspending Party will notify the Authority and request the Authority's written approval of such suspension. Suspension rights shall not be exercised without the Authority's approval unless imminent threats to life or property or compliance with other legal or regulatory obligations

require immediate action, in which case the Suspending Party may immediately suspend the operation of this RIO Agreement or Schedule or licence.

12.3 If the Authority issues an order granting in whole or in part the request under clause 12.2, the Suspending Party may immediately suspend (for such period of time as the Authority approves, or indefinitely if the Authority does not specify a period of time) this RIO Agreement, or Schedule, or licence, or those parts of this RIO Agreement or Schedule or licence covered by the Authority's order by giving written notice to the other Party.

12.4 Where any Service has been suspended (whether or not at the request of the Party acquiring the Service), the acquiring Party shall continue to pay those Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected or reinstated:

- (a) all reconnection or reinstatement Charges; and
- (b) all reconnection and reinstatement costs incurred by the Suspending Party.

SingTel Comment: Clause 12.4(b)

The Suspending Party should be able to recover the costs associated with the reconnection and reinstatement of the Service following suspension. The reconnection or reinstatement of a Service results in Suspending Party incurring costs that would not have otherwise been incurred if the other Party had complied with its obligations under the RIO Agreement.

12.5 If this RIO Agreement or a Schedule, is suspended under clause 12 for more than sixty (60) Calendar Days, the Suspending Party may, subject to clause 13.2, terminate this RIO Agreement or Schedule (as the case may be) with immediate effect by giving the other Party written notice.

12.6 While SingTel is awaiting the IDA to issue an order under clause 12.2 approving the suspension of this RIO Agreement or a Schedule (as the case may be) and for the duration of any order issued by the Authority, SingTel will:

- (a) cease to process any Request for Service or request for Additional Service that SingTel has received from the Requesting Licensee; and

- (b) cease to incur any costs associated with or in relation to the processing of any Request for Service or request for Additional Service that SingTel has received from the Requesting Licensee ,
- until such period of time:
- (c) that the Authority approves in the order for suspension, or indefinitely if the Authority does not specify a period of time in the order for suspension, or
- (d) where this RIO Agreement or a Schedule is suspended under clause 12 for more than sixty (60) Calendar Days, that SingTel gives the Requesting Licensee written notice of the termination of this RIO Agreement or Schedule (as the case may be).

SingTel Comments: New clause 12.6

SingTel should not be required to process a Request for Service or request for Additional Service in the event where suspension of the RIO Agreement or a Schedule is pending the approval of the IDA and for the duration of any suspension approved by the IDA.

SingTel notes that the list of events set out in clause 12.1 for which the Suspending Party may suspend the RIO Agreement are very serious, including material breach of the RIO Agreement. The existence of such an event and the IDA's approval for the Suspending Party to suspend the RIO Agreement (or a Schedule) would suggest that the other Party is incapable of satisfying its obligations under the RIO Agreement and that it will not be in a position to comply with the RIO Agreement in respect of any new or additional Services it may wish to acquire from SingTel.

SingTel should not be required incur the costs associated with processing requests for Services in the event that the RIO Agreement (or a Schedule) is subject to suspension.

- 12.7** Where any Service has been suspended due to the failure of the Requesting Licensee to satisfy or comply with the requirements for Interconnection set out in Schedule 1, SingTel will only re-instate the Service following the satisfactory completion of Interconnect Testing in accordance with Schedule 1.

SingTel Comments: New clause 12.7

SingTel must re-perform Interconnection Testing before any interconnection is implemented, including re-connection.

13. TERMINATION

13.1 Subject to clause 13.2, either Party (**Terminating Party**) may terminate the entire RIO Agreement, or any Schedule of this RIO Agreement by providing notice to the other Party if:

- (a) the Requesting Licensee ceases to be an FBO or SBO that uses switching or routing equipment to supply telecommunication services to the public; or
- (b) the Requesting Licensee changes from being an FBO to an SBO and is no longer entitled to a particular Service under a Schedule, in which case termination shall be limited to those parts of the RIO Agreement that relate to the Service to which the FBO or SBO is no longer entitled; or
- (c) a licence in respect of Co-location Space under Schedule 8A terminates such that the minimum Interconnection requirements under Schedule 1 are no longer met (unless the Requesting Licensee has put in place alternative arrangements for Interconnection to occur prior to the termination of the licence of Co-location Space, such as Virtual Interconnection under Schedule 1B); or
- (d) the other Party is in material breach of this RIO Agreement (including but not limited to failure to pay any sum, whether in respect of any one or more Service, for which the other Party has been Invoiced in respect of), the Terminating Party has given seven (7) Calendar Days notice of such breach (which period may operate concurrently with the period in clause 2.6 of Schedule 10) and the other Party has failed to rectify such breach within that time; or

SingTel Comments: Clause 13.1(d)

Please see our comments in relation to clause 12.1(d)

- (e) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and

manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party; or

- (f) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or
- (g) if, in the Terminating Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service (whether with or without the authorisation and/or permission of the Terminating Party) in contravention of any law and the Terminating Party has the necessary confirmation from the relevant Governmental Agencies that the other Party is in contravention of law; or
- (h) any material information provided or representation made by either Party to the other Party is untrue, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this RIO Agreement.

13.2 Prior to terminating this RIO Agreement or any Schedule or any licence granted under a Schedule (where the relevant Schedule provides that this clause 13.2 applies to that licence), in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this RIO Agreement or one or more Schedules or licence, and request the Authority's written approval of such termination. Termination rights shall not be exercised without the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this RIO Agreement or one or more Schedules or licence.

13.3 If the Authority issues an order granting in whole or in part the request under clause 13.2, the Terminating Party may immediately terminate this RIO Agreement, the Schedule(s) or licence or those parts of this RIO Agreement or Schedules or licence covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this RIO Agreement.

13.4 While SingTel is awaiting the IDA to issue an order under clause 13.2 approving the termination of this RIO Agreement or a Schedule (as the case may be), SingTel will:

- (a) cease to process any Request for Service or request for Additional Service that SingTel has received from the Requesting Licensee; and
- (b) cease to incur any costs associated with or in relation to the processing of any Request for Service or request for Additional Service that SingTel has received from the Requesting Licensee.

SingTel Comments: New Clause 13.4

Please refer to our comments in relation to clause 12.6.

13.5 In the event that this RIO Agreement or Schedules under this RIO Agreement is terminated:

- (a) all sums due or accrued or payable to each Party under this RIO Agreement or with respect to that Schedule (respectively) up to the date of termination and all sums due or payable to each Party shall upon termination become immediately due and payable to that Party (including any termination Charges due under the applicable Schedules and any costs incurred by the Terminating Party in terminating this RIO Agreement or Schedules);

SingTel Comments: Clause 13.5

The Terminating Party should be able to recover its costs associated with termination of the RIO Agreement or a Schedule. The costs associated with termination of the RIO Agreement or a Schedule would not be incurred by the Terminating Party if the other Party had complied with its obligations under the RIO Agreement.

- (b) each Party shall immediately return to the other Party at its own expense all equipment, facilities, plant and other property of the other Party used under this RIO Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted; and

- (c) each Party shall immediately remove all of that Party's equipment, facilities, plant and other property located on the other Party's premises used under this RIO Agreement or in relation to that terminated Schedule.
- 13.6** A Party shall be entitled to charge the other Party the cost incurred in repossessing or acquiring a replacement of any equipment, facilities, plant and other property which the other Party has failed to return under clause 13.5 within 30 Calendar Days of the date of termination and/or of acquiring a replacement of any equipment which is returned in a damaged or defective condition.
- 13.7** A Party may remove the other Party's equipment, facilities, plant and other property located on its premises if not removed by the other Party within 30 Calendar Days after the date of termination.
- 13.8** If the SingTel RIO is or is to be revoked by the Authority, this RIO Agreement will automatically and immediately terminate on and from the date of revocation notified by the Authority.
- 13.9** If the Authority removes a Service supplied under this RIO Agreement from being required to be supplied under an RIO or exempts SingTel from supplying a Service, SingTel may immediately terminate the supply of such Service and those aspects of this RIO Agreement which relate to such Service, by giving written notice to the Requesting Licensee with effect on or after the effective date of such removal or exemption as notified by the Authority.
- 13.10** On termination of this RIO Agreement or Schedule, all Services, leases, licences and other rights conferred on SingTel or the Requesting Licensee under this RIO Agreement or Schedule (as the case may be) shall immediately terminate.
- 13.11** On termination of this RIO Agreement, each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 13.12** Termination or expiry of this RIO Agreement, Schedule, Service or licence shall not be deemed a waiver of a breach of any term or condition of this RIO Agreement, Schedule, Service or licence and shall be without prejudice to a

Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

13.13 Notwithstanding the termination or expiry of this RIO Agreement clauses 6, 15, 16, 21, 23 and 27 inclusive shall continue in full force and effect.

13.14 A Party's right to terminate or suspend performance of this RIO Agreement or Schedule pursuant to clauses 12 or 12.7 is without prejudice to any other rights or remedies available to that Party.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any breach of this RIO Agreement (other than a breach by non-payment) caused by an act of God, insurrection or civil disorder, war or military operations, national emergency, acts or omissions of government, highway authority, fire, flood, lightning, explosion, subsidence, industrial dispute of any kind (whether or not involving that Party's employees), acts or omissions of persons or bodies for whom that Party affected thereby is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party (**force majeure**).

14.2 The Party affected by force majeure shall promptly notify the other Party of the estimated extent and duration of any inability to perform its obligations under this RIO Agreement (**force majeure notification**).

14.3 Upon the cessation of the delay or failure resulting from force majeure, the Party affected by force majeure shall promptly notify the other Party of such cessation.

14.4 If, as a result of force majeure, the performance by either Party of its obligations under this RIO Agreement is only partially affected, such Party shall, subject to the provisions of clause 14.6, nevertheless remain liable for the performance of those obligations not affected by force majeure.

14.5 To the extent that the Party affected by force majeure shall not provide all or part of the Services to be provided by it under this RIO Agreement, the other Party shall be released to such extent from its obligations to make payment therefor.

14.6 In the case of either Party making a force majeure notification then:

- (a) if the force majeure lasts for a continuous period of sixty (60) Calendar Days or less from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to sub-clause 14.3 of this RIO Agreement), any obligation outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably possible after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and
 - (b) if the force majeure lasts for more than a continuous period of sixty (60) Calendar Days from the date of the force majeure notification, notice of cessation has not been given pursuant to clause 14.3 hereof and such force majeure continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party shall be entitled (but not be obliged) to terminate this RIO Agreement by giving not less than thirty (30) Calendar Days' written notice to the other Party after expiry of the said sixty (60) Calendar Days period. In the event that notice of cessation of the force majeure pursuant to clause 14.3 hereof is received by the other Party prior to the expiry of the thirty (30) Calendar Days' notice this RIO Agreement may not be terminated under this clause.
- 14.7** If this RIO Agreement is not terminated in accordance with the provisions of clause 14.6 of this RIO Agreement then any obligations outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably practicable after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

15. LIMITATION OF LIABILITY

- 15.1** Unless otherwise provided under this RIO Agreement and subject to clause 15.10, this clause 15 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this RIO Agreement and in relation to any act, omission or event relating to or arising out of this RIO Agreement.
- 15.2** In performing its obligations under this RIO Agreement, SingTel shall exercise the reasonable skill and care of a competent telecommunications operator and to comply with its obligations under clause 11.

15.3 Subject to clauses 15.5 and 15.6, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:

- (a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
- (b) any other consequential or indirect liability, loss or damage,

suffered by the other Party and arising from or in connection with this RIO Agreement.

15.4 Subject to clauses 15.2 and 15.3, if a Party (**Breach Party**) is in breach of any of its obligations under this RIO Agreement to the other Party (excluding obligations arising under this RIO Agreement to pay monies in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty), the Breach Party's liability to the other Party shall be limited to S\$1,000,000 for any one event or series of connected events and S\$3,000,000 for all events (connected or unconnected) occurring in a calendar year.

15.5 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.

15.6 Each Party (**Indemnifying Party**) must indemnify and keep indemnified the other Party (**Indemnified Party**), its employees and agents against any Loss (including Consequential Loss) which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a Third Party relating to the Indemnified Party's supply of a Service to the Indemnifying Party or its use by the Indemnifying Party or any other person, or any delay or failure of the Indemnified Party to provide a Service other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by the Indemnified Party.

15.7 Subject to clause 15.6, neither Party will be liable to the other Party to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of this RIO Agreement by a Third Party to whom the other Party provides a telecommunication service under a contract, where that liability could legally

have been excluded or where that liability could legally have been reduced in that contract by the other Party.

- 15.8 Each provision of this clause 15 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.
- 15.9 For the avoidance of doubt, neither Party shall be liable for any breach of this RIO Agreement caused by the delay or failure of any supplier to deliver equipment to that Party at the prescribed time.
- 15.10 To the extent that a Schedule contains a remedy in relation to the performance by a Party (**Liable Party**) of an obligation under that Schedule, that remedy shall be the sole and exclusive liability of the Liable Party, its Related Corporations, directors, employees, agents and contractors to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party, its Related Corporations, directors, employees, agents and contractors in connection with the performance of that obligation.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Except as otherwise expressly provided in this RIO Agreement, all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (**intellectual property**) shall remain in the ownership of the person creating or owning the same and nothing in this RIO Agreement shall confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any Third Party.
- 16.2 Without prejudice to clause 16.1, neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.
- 16.3 The Parties will negotiate arrangements (including in respect of title) concerning intellectual property jointly developed in the course of performing this RIO Agreement or otherwise in connection with this RIO Agreement.
- 16.4 Each Party (referred to in this clause as the **Indemnifying Party**) agrees, subject to clause 15, to indemnify, and keep indemnified the other Party against all liability

or loss arising directly or indirectly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the other Party of the rights of a Third Party arising from use by the other Party of intellectual property disclosed or licensed by the Indemnifying Party under this RIO Agreement. This indemnification shall represent the only remedy and form of compensation available to the other Party in relation to intellectual property licensed or disclosed by the Indemnifying Party under this RIO Agreement.

- 16.5** Each Party shall be responsible and liable for obtaining and maintaining in that Party's name and at that Party's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any Service to that Party or the installation or the use of any equipment in conjunction therewith for the entire duration during which the Services are provided or made available to that Party. Each Party shall provide reasonable co-operation to the other Party, at the other Party's cost, in relation to all licences, permits, consents, waivers, authorisations and intellectual property or other rights required to be obtained by the other Party under this clause.

17. NUMBERING

- 17.1** The Parties shall ensure that sufficient and correct numbering information is sent from one Network to the other for correct delivery of an Interconnected Call.

- 17.2** The Parties shall convey to each other telephone numbers in the national and international formats as contained in the national numbering plan issued by the Authority.

- 17.3** The Parties shall adopt and comply with the numbering system and number format as specified in the Authority's national numbering plan and framework and guidelines on the usage, allocation and assignment of numbers.

18. CALLING LINE IDENTIFICATION (CLI)

- 18.1** The Parties agree that CLI shall be passed between the Parties' Networks for all Calls for which the Call Origination Services, the Call Termination Services and the Call Transit Services are provided, subject to CLI being forwarded to a Party from another Network with which its Network is connected.

- 18.2** If a Party's Network requests CLI from the other Party's Network, the originating Network shall generate and convey CLI to the first Party's Network to the extent that the originating Network has such a capability.
- 18.3** The Parties may use CLI disclosed to it under clause 18.1 and clause 18.2 for the purposes listed in the Authority's Guide for Calling Line Identity and clause 3.2.6.2 of the Code.
- 18.4** The Parties conveying Calls handed over from an authorised overseas system shall convey, to the extent received, the CLI associated with those Calls.
- 18.5** The Parties will bar CLI in accordance with the CLI presentation and restrictions fields (**CLIP/CLIR**) within the signalling message.
- 18.6** Each Party shall resolve any service issues arising from the provision of CLI from the other Party's Network where it is not the Calling Party's actual directory number. A list of such non-subscriber CLI (**Dummy CLI**) shall be notified by each Party to the other Party in writing whenever they are already in use or are planned for use.
- 18.7** Both Parties shall be allowed to present CLI to their Customers subject to the CLIP/CLIR fields. No separate compensation shall be paid for the supply of CLI information. The Parties shall not disclose, either at the Called Party's terminal or to the Called Party, the telephone number of a Calling Party who has subscribed for CLIR.
- 18.8** For Calls for which CLI is not available, such as Calls from customer service operator positions, the category of the Calling Party shall be clearly indicated in the signalling message.
- 18.9** The Parties shall comply with the following requirements and safeguards:
- (a) each Party shall not manipulate the CLI of the original Calling Party and the original Calling Party CLI shall be passed on in the conveyance of a Call accordingly;
 - (b) each Party shall not, in the handling of outgoing traffic, manipulate the access code dialled by the Calling Party; and

(c) each Party shall set the A-bit of the Forward Call Indicator (**FCI**) of the Initial Address Message (**IAM**) on the ITU-T Signalling System No.7 ISDN User Part (**ISUP**) to the value “1” to identify an international incoming Call.

19. REQUESTING LICENSEE’S DUTY TO PROVIDE IRS NECESSARY TO ALLOW PHYSICAL INTERCONNECTION

19.1 In any case in which a Requesting Licensee requests physical interconnection pursuant to Schedule 1A of this RIO Agreement, and the Parties agree pursuant to Schedule 1A that SingTel will physically interconnect its network at a specific location within the Requesting Licensee’s network, the Requesting Licensee must provide SingTel with any Interconnection Related Services requested by SingTel (including but not limited to licensing of Co-location Space requested by SingTel) if such Services are necessary to allow SingTel to physically interconnect at that location (**Necessary IRS**). The Requesting Licensee must provide the Necessary IRS to SingTel on the same terms and conditions specified in Schedules 1 and 8 of the RIO Agreement and in accordance with the pricing principles set out in Appendix One of the Code. Alternatively, the Requesting Licensee may, at its option, provide the Necessary IRS at the prices specified in this RIO Agreement.

20. FORECASTS AND CAPACITY

20.1 Each Party (**Forecasting Party**) shall supply to the other Party (**Receiving Party**) reasonable Forecasts in accordance with this RIO Agreement.

20.2 The Forecasting Party must provide all Forecasts in good faith and use all reasonable endeavours to ensure that Forecasts are accurate.

20.3 Where the Receiving Party receives a Forecast and considers in good faith that any element of that Forecast is unreasonable, or that the work which it would be required to carry out based on that Forecast is not reasonably achievable within the relevant time, the Receiving Party and the Forecasting Party shall promptly negotiate in good faith, a Forecast which is reasonable and which will enable the required work to be carried out within the relevant time periods. To assist the negotiations:

- (a) the Receiving Party shall provide information in relation to the work which it would be required to carry out to meet the Forecast which it considers to be unreasonable and the time frame of that work;
- (b) the Forecasting Party shall provide information upon which its assessment of the reasonableness (or otherwise) of the Forecast is based; and
- (c) each Party shall endeavour to put forward proposals to produce a satisfactory outcome for both Parties.

20.4 If after the expiry of twenty-five (25) Business Days the Parties are unable to agree a revised Forecast under clause 20.3, the matter will be referred for resolution in accordance with the Dispute Resolution Procedures.

20.5 Pending the outcome of the negotiations in respect of a Forecast, the Receiving Party is not obliged to provide for requirements in respect of any part of the Forecast that it considers unreasonable or that is under negotiation but the Receiving Party will provide for requirements which it considers in good faith to be reasonable, pending resolution of the negotiations and dispute resolution (if any).

21. INSURANCE

21.1 Without limiting either Party's obligations under this RIO Agreement, unless otherwise agreed by SingTel, the Requesting Licensee will have in force and maintain with an insurance company licensed in Singapore for the term of this RIO Agreement:

- (a) a broad form public liability policy of insurance to the value of:
 - (i) where an FBO is the Requesting Licensee, S\$20 million or the Applicable Insurance Amount as determined in accordance with Attachment D, whichever amount is less, for each claim; or
 - (ii) where an SBO is the Requesting Licensee, S\$1 million or the Applicable Insurance Amount as determined in accordance with Attachment D, whichever amount is greater, for each claim; and
- (b) property insurance for those assets used by it under this RIO Agreement.

SingTel Comments: Clause 21.1

SingTel has amended clause 21.1 to ensure that the level of insurance required to be paid by a Requesting Licensee is proportionate to the type and quantity of Services purchased by that Requesting Licensee (IDA Letter to SingTel, 21 February 2005, page 3).

Please also refer to:

- *new Attachment D to the main body; and*
- *new definition of Applicable Insurance Amount in Schedule 12.*

21.2 If:

- (a) an SBO becomes an FBO at any time during the term of the RIO Agreement, that Requesting Licensee must obtain a broad form public liability policy of insurance in accordance with clause 21.1(a)(i); or
- (b) an FBO becomes an SBO at any time during the term of the RIO Agreement, that Requesting Licensee must obtain a broad form public liability policy of insurance in accordance with clause 21.1(a)(ii).

SingTel Comments: New clause 21.2

This is a consequential amendment stemming from the amendments to clause 21.1.

21.3 On SingTel's request, the Requesting Licensee will immediately produce evidence that it has complied with and continues to comply with its obligations under this clause.

22. CREDIT MANAGEMENT AND SECURITY REQUIREMENTS

22.1 The Requesting Licensee must provide, at its sole cost and expense, to SingTel, and maintain for the term of this RIO Agreement, the security requirements detailed in Attachment A – Notification of Acceptance of RIO.

22.2 The Requesting Licensee acknowledges that it must maintain and SingTel need not release the Security Requirement for a period of up to three (3) months following the later of:

- (a) the termination of this RIO Agreement; and
- (b) payment of all outstanding amounts under this RIO Agreement.

22.3 SingTel may from time to time reasonably request information from the Requesting Licensee to determine the ongoing creditworthiness of, or security and insurance required for, the Requesting Licensee. The Requesting Licensee must provide such information to SingTel within five (5) Business Days of receipt of a request from SingTel for such information. Depending on the information supplied, SingTel may reasonably amend the Security Requirement of the Requesting Licensee calculated in accordance with this clause. As a general principle, SingTel will require a Security Requirement under this clause or a security deposit to be lodged under clause 6.6 of:

- (i) S\$20,000; or
- (ii) 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or, if the Requesting Licensee has not previously been liable for the Charges, is likely to incur in a month, under this RIO Agreement, including any one time Charges that are payable by the Requesting Licensee,

whichever amount is greater.

SingTel Comments: Clause 22.3

Please refer to our comments in relation to clause 1.3(e) of Part 1 of this main body.

22.4 The Requesting Licensee must provide the amended Security Requirement within twenty (20) Business Days of receipt in writing of the amended Security Requirement.

22.5 SingTel may, at its absolute discretion, treat a failure by the Requesting Licensee to provide information or an amended Security Requirement in accordance with clause 22.3 as:

- (a) entitling SingTel to amend the Security Requirement of the Requesting Licensee; and
- (b) a material breach of this RIO Agreement.

23. CONFIDENTIALITY

23.1 Notwithstanding any provision in this RIO Agreement and unless otherwise provided in the Code, the Parties shall not reveal, make known or divulge to any Third Party in any manner howsoever the contents of those aspects of this RIO Agreement (in full or in part) which the Authority has withheld from publication.

23.2 Except as otherwise provided in this Agreement, a Party that receives Confidential Information (the **Receiving Party**) shall keep confidential all Confidential Information of the other Party (the **Disclosing Party**) which:

- (a) is disclosed, communicated or delivered to the Receiving Party pursuant to this RIO Agreement; or
- (b) comes to the Receiving Party's knowledge or into the Receiving Party's possession in connection with this RIO Agreement,

whether such Confidential Information is received before during or after the date of this RIO Agreement.

23.3 The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with and for the purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement.

23.4 In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any Third Party and will not be made use of in any way (whether for its benefit or that of any Third Party) except in

connection with and for the purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement.

23.5 Except as otherwise provided in this RIO Agreement, the Receiving Party shall not disclose or communicate, cause to be disclosed or communicated or otherwise make available Confidential Information to any Third Party other than:

- (a) the Receiving Party's directors, officers, employees, agents, contractors or representatives to whom disclosure is necessary in connection with and for the purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement;
- (b) the Receiving Party's professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of the Receiving Party under this RIO Agreement; and
- (c) the Receiving Party's appointed financial adviser or appointed banker only to the extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party

(each an "Authorised Person", and collectively, the "Authorised Persons").

23.6 The Receiving Party hereby agrees to advise the Authorised Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this RIO Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorised Person(s) provided that prior to such disclosure:

- (a) in the case of Authorised Persons referred to in clause 23.5(a), the Receiving Party shall ensure that Authorised Person(s) to whom all or any Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any other person; and
- (b) in the case of Authorised Persons referred to in clauses 23.5(b) and (c), the Receiving Party shall obtain and provide to the Disclosing Party a written undertaking in favour of the Disclosing Party from the Authorised Person(s) to comply with the terms of this RIO Agreement as if the Authorised Person(s) is a party hereto.

In any event, the Receiving Party shall remain liable for any disclosure by the Authorised Person(s) to any other person.

23.7 A Receiving Party may disclose Confidential Information to a related corporation to the extent necessary under this RIO Agreement, subject to the Related Corporation undertaking to comply with obligations equivalent to those contained in this clause 23.

23.8 Save as provided under this RIO Agreement, no news releases, public announcements or any other form of publicity concerning this RIO Agreement or the terms of this RIO Agreement shall be conducted or released by the Receiving Party without the prior written consent of the Disclosing Party.

23.9 The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:

- (a) in or enters the public domain, other than by breach by the Receiving Party or any of its Authorised Persons of this RIO Agreement; or
- (b) known to the Receiving Party on a non-confidential basis prior to disclosure under this RIO Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Persons without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or
- (c) is or has been developed independently by the Receiving Party without reference or reliance on the Disclosing Party's Confidential Information.

23.10 Except as otherwise provided in this RIO Agreement, a Receiving Party may not disclose the Confidential Information of the Disclosing Party except in the following circumstances:

- (a) the disclosure is authorised in writing by the Disclosing Party to the extent of that authority; or
- (b) the disclosure is made pursuant to a directive issued by the Authority or any judicial, statutory or Governmental Agency; or
- (c) the disclosure is made to the Authority:

- (i) for the purpose of registration of this RIO Agreement or any amendment, modification or alteration of this RIO Agreement;
 - (ii) under or pursuant to the IDA Act or the Act or under or pursuant to the Disclosing Party's or the Receiving Party's Licence;
 - (iii) for the purpose of a review by the Authority or a determination by the Authority; or
 - (iv) as otherwise specified in this RIO Agreement; or
- (d) the disclosure is made to Emergency Services Organisations; or
 - (e) the disclosure is made to any arbitrator or expert appointed to resolve disputes under this RIO Agreement; or
 - (f) the disclosure is made pursuant to any applicable laws, rules, regulations or directions of a statutory or regulatory authority or stock exchange or order of a relevant court of law.

23.11 The Receiving Party shall inform the Disclosing Party of any disclosures to Third Parties under clause 23.10 by the Disclosing Party prior to any such disclosure.

23.12 A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

23.13 Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it is disclosed.

23.14 Each Party acknowledges that a breach of this clause 23 by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

23.15 All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this RIO Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within thirty (30) Calendar Days, that such destruction has been accomplished. The Receiving Party shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

23.16 The Parties acknowledge that the provisions of this clause 23 shall continue in full force and effect regardless of variations, assignments or termination of other provisions of this RIO Agreement. The obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this clause 23 shall continue for two (2) years upon the expiry or termination of this RIO Agreement.

23.17 This RIO Agreement contains the entire understanding between the Parties with respect to the safeguarding of the Confidential Information and supersedes all prior communications and understandings with respect thereto.

24. CUSTOMER RELATIONSHIP

24.1 The Parties shall implement all matters agreed to in respect of customer relationship and billing procedures as set out in Schedule 10 on such terms and conditions as shall be consistent with the Authority's applicable principles and guidelines.

24.2 For the avoidance of doubt, the Parties acknowledge that each Party will be responsible for billing its own customers for the services it provides to them, unless expressly agreed to the contrary.

24.3 The Requesting Licensee acknowledges and agrees that notwithstanding any failure by one of its Customers to pay in respect of a Service, the Requesting Licensee is liable to SingTel in respect of the relevant Charges for Services

supplied by SingTel under this RIO Agreement that form part of, or are incidental to, the provision of the Requesting Licensee's services.

25. REQUESTING LICENSEE'S REPRESENTATIONS AND COMMUNICATIONS

25.1 Each Party may advise its customers that Services are provided by the other Party to the first-mentioned Party, but the first-mentioned Party must not represent that the other Party participates in the provision of the first-mentioned Party's services.

25.2 Where a Party communicates with a Customer of either Party, such communications must not falsely attribute to the other Party:

- (a) blame for a fault or circumstance; or
- (b) the need for network maintenance or upgrade; or
- (c) the interruption or suspension of a service,

provided that this requirement does not permit the first mentioned Party to engage in unethical, misleading or deceptive conduct.

25.3 Neither Party, its representatives and agents, may represent expressly, impliedly, or by omission or implication that:

- (a) it is approved by, an agent of, or affiliated with the other Party; or
- (b) in the case of the Requesting Licensee, that it is SingTel, for example, by claiming it is "from SingTel" or, in the case of SingTel, that it is the Requesting Licensee; or
- (c) it has a special relationship with the other Party or special pricing from the other Party; or
- (d) the services provided by it to customers are the other Party's services.

26. ASSIGNMENT

- 26.1** This RIO Agreement shall be binding upon and enure to the benefit of each of the Parties and its successors and permitted assigns.
- 26.2** Subject to clause 26.3 either Party may assign or transfer any or all of its rights under this RIO Agreement without the prior written consent of the other Party provided that such assignee has an FBO or SBO Licence granted to it under the Act and provided further that the assigning Party will continue to remain fully responsible for the performance of all obligations owed to the other Party under the RIO Agreement.
- 26.3** The assigning Party shall give notice to the other Party of any assignment permitted to be made without the other Party's consent as soon as practicable. . The other Party may require the assigning Party to provide reasonable assurance that the assigning Party will remain fully responsible for the performance of all obligations owed to the other Party under the RIO Agreement.
- 26.4** Neither Party may delegate its obligations under this RIO Agreement (**novation**) without obtaining the prior written consent of the other Party.

27. WAIVERS

- 27.1** No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this RIO Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof under this RIO Agreement or the exercise of any other right or remedy. Subject to clause 15 and any other clauses of this RIO Agreement specifying an exclusive remedy, the rights and remedies provided in this RIO Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 27.2** Any consent or waiver by a Party under any provision of this RIO Agreement must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

28. SERVING OF NOTICES

28.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this RIO Agreement shall be in writing and shall be sufficiently given or made if:

- (a) delivered by hand, at the time of delivery; or
- (b) sent by pre-paid registered post, on the third Business Day after posting; or
- (c) sent by legible facsimile transmission, on receipt by the sender of an acknowledgement or transmission report generated by the device or machine from which the facsimile was sent.

If to SingTel:

Singapore Telecommunications Limited
10 Eunos Road 8
Singapore Post Centre
#14-06
Singapore 408600

Fax: 6848 4112
Attn: Director (Network Integration and Interconnect)

If to the Requesting Licensee:

[Insert address]

Fax:
Attn:

SingTel Comments: Clause 28.1

SingTel has sought to streamline the process by which a party provides the other party with notice under the RIO Agreement. Clause 28.1, as amended, provided that a party has given notice by facsimile once they receive an acknowledgement or transmission report generated by the device or machine from which the facsimile was sent.

28.2 Either Party may from time to time notify the other Party of a change of address or facsimile number.

SingTel Comments: New clause 28.2

This is a consequential amendment only (previously part of clause 28.1).

29. ENTIRE AGREEMENT

29.1 This RIO Agreement represents the entire understanding between the Parties concerning the provision of the Services.

29.2 This RIO Agreement together with its Schedules supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIO Agreement.

30. GOOD FAITH AND NON-EXCLUSIVITY

30.1 Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this RIO Agreement.

30.2 The Parties acknowledge that nothing in this RIO Agreement shall prevent, limit or restrict in any way whatsoever either Party from supplying any Service to any person by means of such Party's Network.

30.3 Notwithstanding any provisions of this RIO Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar Services.

31. PARTIAL INVALIDITY

31.1 If any provision of this RIO Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this RIO Agreement, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this RIO Agreement to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

32. COSTS AND EXPENSES

32.1 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this RIO Agreement and all documents contemplated by it, except where this RIO Agreement or those other documents expressly provide to the contrary.

33. INDEPENDENT CONTRACTORS AND AGENCY

33.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this RIO Agreement shall be deemed to constitute a partnership between the Parties.

33.2 If either Party appoints an agent for the purposes of this RIO Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

34. GOVERNING LAW

34.1 The interpretation, validity and performance of this RIO Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code, and the Parties submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

35. DISPUTE RESOLUTION

35.1 All disputes arising under or pursuant to this RIO Agreement will be resolved in accordance with the Dispute Resolution Procedures set out in Schedule 11 with the exception of Billing Disputes which will be dealt with in accordance with Schedule 10.

35.2 The Parties will comply with the Dispute Resolution Procedures in relation to any disputes which arise under this RIO Agreement.

36. AMENDMENTS

36.1 This RIO Agreement will be automatically amended in accordance with any amendments approved or required by the Authority to the SingTel RIO from time to time.

36.2 Subject to clauses 1.4 and 36.1, any variation to this RIO Agreement will only be valid if any such variation is made in writing and agreed by the Parties.

SIGNED as an agreement.

SIGNED by **#INSERT NAME OF SIGNATORY#**
as authorised signatory for **SINGAPORE
TELECOMMUNICATIONS LIMITED** in the
presence of:

Signature of witness

Name of witness (print)

Signature of **#insert name of signatory#**

SIGNED by **#INSERT NAME OF SIGNATORY#**
as authorised signatory for **#INSERT NAME
OF COMPANY#** in the presence of:

Signature of witness

Name of witness (print)

Signature of **#insert name of signatory#**

ATTACHMENT A

NOTIFICATION OF ACCEPTANCE OF RIO – SINGTEL REFERENCE INTERCONNECTION OFFER

If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunication services to the public, seeks to interconnect with SingTel on the prices, terms and conditions contained in SingTel's Reference Interconnection Offer (**RIO**), that FBO or SBO must submit this written Notification of Acceptance of RIO to SingTel in the form as provided in Attachment A to the RIO.

A Facilities Based Operator or Service Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which submits this Notification of Acceptance of RIO to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Notification of Acceptance of RIO, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 3.

If SingTel finds this Notification of Acceptance of RIO to be non-conforming according to the criteria in Part 1 of SingTel's Reference Interconnection Offer (**RIO**), it will follow the procedures in that clause.

Is acceptance of RIO on an interim basis pending adoption of an Individualised Agreement?: YES / NO (delete where in applicable)

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system licence:

(Please tick the appropriate box)

FBO []

SBO []

The Requesting Licensee is licensed to provide the following types of telecommunication networks or services:

(Please tick the appropriate box)

Terrestrial telecommunication networks for telecommunication purposes:

- (i) international []
- (ii) local nationwide []
- (iii) local selected geographic coverage []
- Public cellular mobile telephone services..... []
- Public mobile broadband multimedia services..... []
- Public fixed-wireless broadband multimedia services..... []
- Public radio paging services..... []
- Public mobile data services..... []
- Public trunked radio services..... []
- Terrestrial telecommunication network for broadcasting purposes only..... []
- Satellite uplink/downlink for broadcasting purposes only..... []
- International Simple Resale..... []
- Others (please specify) _____ []

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following IRS and/or Wholesale Services:

(Please tick the appropriate boxes)

- Schedule 1A – Physical & Virtual Interconnection for FBOs []
- Schedule 1B – Virtual Interconnection for SBOs []
- Schedule 2A – Call Origination Service []
- Schedule 2B – Call Termination Service []
- Schedule 2C – Call Transit Service []
- Schedule 3A – Licensing of Local Loop/Sub-Loop (FBOs only) []
- Schedule 3B – Line Sharing (FBOs only) []
- [Schedule 3C – Sale of Internal Wiring \(FBOs only\)](#) []
- Schedule 3D – Licensing of Building MDF Distribution Frame (FBOs only)... []
- Schedule 3E – Licensing of Outdoor Cabinet Distribution Frame (FBOs only) []
- Schedule 4A – Emergency Services (FBOs only) []
- Schedule 4B – Submarine Cable Connection Service (FBOs only) []
- Schedule 5A – Licensing of Lead-in Duct & its Associated Lead-in Manholes (FBOs only) []
- Schedule 5B – Licensing of Tower Space & Co-location Space at Tower Sites (FBOs only) []

- Schedule 5C – Licensing of Roof Space & Co-location Space at Roof Sites (FBOs only) []
- Schedule 6 – Number Portability (FBOs only) []
- Schedule 7A – Wholesale Local Leased Circuits (Full Circuits) (FBOs only) []
- Schedule 7B – Wholesale Local Leased Circuits (Tail Circuits) (FBOs only) []
- Schedule 8A – Co-Location for Point of Interconnection (POI) (FBOs only) .. []
- Schedule 8B – Co-Location for Point of Access (POA) (FBOs only) []
- Schedule 8D – Co-Location at Submarine Cable Landing Station (FBOs only). []

The following sections are common to all RIO Agreements:

- Main Body [✓]
- Schedule 9 – Charges [✓]
- Schedule 10 – Billing [✓]
- Schedule 11 – Dispute Resolution [✓]
- Schedule 12 – Dictionary [✓]

The Requesting Licensee requests the following forms of interconnection:

(Please tick the appropriate box)

- FBO (Physical Interconnection) []
- FBO (Virtual Interconnection) []

The Requesting Licensee must provide to SingTel along with its Notification of Acceptance of RIO, at its sole cost and expense, the following creditworthiness, security and insurance information:

- A full list of shareholders and directors;
- A statement of current paid-up capital;
- Evidence of the insurance required under clause 21 of the RIO Agreement.

SingTel may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RIO Agreement.

The Requesting Licensee must provide SingTel with either:

- (a) a banker's guarantee in the form of Attachment C; or
- (b) a security deposit for the amount of:
 - (i) S\$20,000; or
 - (ii) 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or, if the Requesting Licensee has not previously been liable for the Charges, is likely to incur in a month, under this RIO Agreement, including any one time Charges that are payable by the Requesting Licensee,

whichever amount is greater.

ATTACHMENT B

ACCEPTANCE OF ADDITIONAL SERVICE

Additional Services are Services as defined in this RIO Agreement, but which are not currently being supplied to the Requesting Licensee.

If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunication services to the public, has already entered into an interconnection agreement with SingTel on the prices, terms and conditions contained in SingTel's Reference Interconnection Offer (**RIO**), and that FBO or SBO desires any Additional Service covered by the RIO, it must submit this written Acceptance of Additional Service to SingTel in the form as provided in Attachment B to the RIO.

A Facilities Based Operator or Service Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which submits this Acceptance of Additional Service to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Acceptance of Additional Service, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 3.

The Requesting Licensee is:

[Name of company:]

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system licence:

(Please tick the appropriate box)

FBO []

SBO []

The Requesting Licensee is licensed to provide the following types of telecommunication networks or services:

(Please tick the appropriate box)

Terrestrial telecommunication networks for telecommunication purposes:

(i) international []

(ii) local nationwide []

(iii) local selected geographic coverage []

Public cellular mobile telephone services..... []

Public mobile broadband multimedia services..... []

Public fixed-wireless broadband multimedia services..... []

Public radio paging services..... []

Public mobile data services..... []

Public trunked radio services..... []

Terrestrial telecommunication network for broadcasting purposes only..... []

Satellite uplink/downlink for broadcasting purposes only..... []

- International Simple Resale..... []
- Others (please specify) _____ []

The Requesting Licensee’s designated contact person is:

[]

The Requesting Licensee requests the following additional IRS and/or Wholesale Services:

(Please tick the appropriate boxes)

- Schedule 1A – Physical & Virtual Interconnection for FBOs []
- Schedule 1B – Virtual Interconnection for SBOs []
- Schedule 2A – Call Origination Service []
- Schedule 2B – Call Termination Service []
- Schedule 2C – Call Transit Service []
- Schedule 3A – Licensing of Local Loop/Sub-Loop (FBOs only) []
- Schedule 3B – Line Sharing (FBOs only) []
- [Schedule 3C – Sale of Internal Wiring \(FBOs only\)](#) []
- Schedule 3D – Licensing of Building MDF Distribution Frame (FBOs only)... []
- Schedule 3E – Licensing of Outdoor Cabinet Distribution Frame (FBOs only) []
- Schedule 4A – Emergency Services (FBOs only) []
- Schedule 4B – Submarine Cable Connection Service (FBOs only) []

Schedule 5A – Licensing of Lead-in Duct & its Associated Lead-in Manholes (FBOs only)	[]
Schedule 5B – Licensing of Tower Space & Co-location Space at Tower Sites (FBOs only)	[]
Schedule 5C – Licensing of Roof Space & Co-Location Space at Roof Sites (FBOs only).....	[]
Schedule 6 – Number Portability (FBOs only)	[]
Schedule 7A – Wholesale Local Leased Circuits (Full Circuits) (FBOs only)	[]
Schedule 7B – Wholesale Local Leased Circuits (Tail Circuits) (FBOs only)	[]
Schedule 8A – Co-Location for Point of Interconnection (POI) (FBOs only).	[]
Schedule 8B – Co-Location for Point of Access (POA) (FBOs only)	[]
Schedule 8D – Co-Location at Submarine Cable Landing Station (FBOs only).	[]

The Requesting Licensee requests the following additional forms of interconnection:

[As specified in Schedule 1 of the RIO]

The Requesting Licensee must provide to SingTel along with its Acceptance of Additional Service, at its sole cost and expense, the following creditworthiness, security and insurance information:

- A full list of shareholders and directors;
- A statement of current paid-up capital;
- Evidence of the insurance required under clause 21 of the RIO Agreement.

SingTel may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RIO Agreement.

The Requesting Licensee must provide, The Requesting Licensee must provide SingTel with either:

- (a) a banker's guarantee in the form of Attachment C; or
- (b) a security deposit for the amount of:
 - (i) S\$20,000; or
 - (ii) 2.5 times the amount of the Charges that the Requesting Licensee has incurred in a month or, if the Requesting Licensee has not previously been liable for the Charges, is likely to incur in a month, under this RIO Agreement, including any one time Charges that are payable by the Requesting Licensee,

whichever amount is greater.

ATTACHMENT C

FORM OF BANKER'S GUARANTEE

Singapore Telecommunications Ltd.
Credit Management Department
31 Exeter Road,
Comcentre Podium Block
2nd Storey
Singapore 239732

Dear Sirs,

Banker's Guarantee No. XXXX for S\$X000-00.

1. In consideration of Singapore Telecommunications Limited (hereinafter called "**SingTel**") having agreed to provide [*Company name and Address*] (hereinafter called "**the Customer**") with certain agreed interconnection related services (hereinafter called "**IRS**") and mandated wholesale services (herein after called "**Wholesale Services**") pursuant to an interconnection agreement between SingTel and the Customer, we [*banker's name*] of [*banker's business address*] (hereinafter called "**the Guarantor**") hereby unconditionally undertake to pay to SingTel on demand all sums of monies which shall at any time be due and owing by the Customer to SingTel in respect of all IRS and Wholesale Services whatsoever rendered and all other incidental and ancillary expenses whatsoever therefore incurred and which are due and owing by the Customer to SingTel up to a limit of Singapore Dollars X Thousand Only (hereinafter called "**the Guarantee**").
2. This Guarantee shall be valid from Xth day of X 2001 to the Xth day of X 2002 and shall be automatically renewed on an annual basis until:
 - (a) the Guarantor is advised by SingTel that the Guarantee is no longer required; or
 - (b) the Guarantor gives three (3) months notice to SingTel by registered mail prior to the expiry date of the current guarantee or any renewed guarantee of its intention not to renew, whereupon the current guarantee or renewed guarantee shall

automatically expire on the expiry date of the current guarantee or renewed guarantee.

3. Any claim under this Guarantee must be made in writing within three (3) calendar months from the expiry date.
4. This Guarantee shall be governed by the laws of the Republic of Singapore.
5. A notification by the President & Chief Executive Officer or an authorized officer of SingTel to the Guarantor that a sum of monies is due and owing by the Customer to SingTel shall be deemed to be conclusive in respect thereof.
6. The Guarantor further agrees that it shall not be discharged or released from this guarantee by any arrangement made between the Customer and SingTel with or without the Guarantor's assent or by any alteration in the obligations undertaken by the Customer or by any forbearance whether as to payment or otherwise.
7. This Guarantee is not transferable in any form whatsoever.

Dated this Xth day of X 2001.

Signed by:

(Bank officer)

or and behalf of

(Name of banker)

ATTACHMENT D

APPLICABLE INSURANCE AMOUNT

The Applicable Insurance Amount payable by an FBO or SBO (as the case may be) for the purpose of clause 21.1(a) will be determined in accordance with the table below.

If a Requesting Licensee purchases more than one Service at any one time (**Basket of Services**), the Applicable Insurance Amount will be equal to the highest amount payable by the FBO or SBO (as the case may be) for a single Service within the Basket of Services as determined in accordance with the table below.

Service to be purchased	Application Insurance Requirement
Schedule 1A (Physical Interconnection), including O/T/T under Schedule 2A, 2B or 2C, and Co-Location for POI under Schedule 8A	S\$20,000,000
Schedule 4B (Submarine Cable Connection Service), including Co-Location at Submarine Cable Landing Station under Schedule 8D	S\$20,000,000
Schedule 5B (Licensing of Tower Space and Co-Location Space at Tower Sites), including Co-Location	S\$20,000,000
Schedule 8E (Licensing of Roof Space and Co-Location Space at Roof Sites), including Co-Location	S\$20,000,000
Schedule 7B (TLLC), including Co-Location for POA under Schedule 8B	S\$20,000,000
Schedule 8B (Co-Location for POA)	S\$20,000,000
Schedule 3A, 3B, 3C , 3D or 3E (UNE)	S\$10,000,000
Schedule 5A (Licensing of Lead in Ducts and Associated Lead in Manholes)	S\$10,000,000
Schedule 1B (Virtual Interconnection), including O/T/T under Schedule 2A, 2B or 2C,	S\$1,000,000
Schedule 4A (Emergency Services)	S\$1,000,000
Schedule 6 (Number Portability)	S\$1,000,000
Schedule 7A (FLLC)	S\$1,000,000

