

SCHEDULE 4B – MODIFICATION REQUIRED

PLEASE SEE GENERAL REQUIREMENTS APPLICABLE TO SCHEDULE 4B SET OUT IN APPENDIX 1 AND SPECIFIC REQUIREMENTS SET OUT IN IDA'S ANNOTATIONS BELOW.

SCHEDULE 4B

SUBMARINE CABLE CONNECTION SERVICE

CONTENTS

1. SCOPE	1
2. CATEGORIES OF CABLE SYSTEMS	3
3. ORDERING AND PROVISIONING PROCEDURE	5
4. LINK AND CAPACITY ACTIVATION REQUEST	8
5. DELIVERY	10
6. DEACTIVATION	11
7. STANDARD TERMS AND CONDITIONS	12
8. ACCESS AND APPROVALS REQUIRED	13
9. OPERATIONS AND MAINTENANCE	13
10. TERM	16
11. SUSPENSION	17
12. TERMINATION	17

ANNEX 4B.1

ANNEX 4B.2

ANNEX 4B.3

ANNEX 4B.4

ANNEX 4B.5

SCHEDULE 4B

SUBMARINE CABLE CONNECTION SERVICE

SCHEDULE 4B – GENERAL COMMENTS

IDA's policy position is that, subject to the qualifying requirements imposed by IDA on accessing Cable Systems, a Requesting Licensee must be permitted to use its same equipment in the same Co-Location Space to access multiple Cable Systems under Schedule 4B. This is consistent with IDA's decision in respect of further access to SingTel's Submarine Cable Landing Stations (please see paragraph 6 of the Explanatory Memorandum to IDA's direction dated 10 September 2004). Accordingly, IDA directs SingTel to incorporate the necessary modification in this Schedule 4B.

1. SCOPE

1.1 This Schedule sets out the terms and conditions under which SingTel will provide the Requesting Licensee with the Connection Service and on which the Requesting Licensee may access or use the Connection Service.

1.2 The Connection Service is a service provided by SingTel to the Requesting Licensee for implementing, establishing and maintaining a connection between:

(a) the Requesting Licensee's Co-Location Equipment located at the Co-Location Space at the Submarine Cable Landing Station, or such other location as contemplated in the process set out in clauses 1.2 to 1.6 of Schedule 8; and

(b) a Cable System,

for the sole purpose of accessing cable capacity on the Cable System in accordance with clause 1.3.

1.3 SingTel shall provide the Connection Service to the Requesting Licensee solely for the purposes of enabling the Requesting Licensee to:

(a) access its own cable capacity on the Cable System; and/or

(b) access the cable capacity owned by any Third Party, on the Cable System for the purpose of:

- (i) providing a backhaul service to that Third Party who is duly licensed by the Authority; and/or
- (ii) enabling that Third Party to transit traffic between the Cable System being connected under this Schedule 4B (**A-end Cable System**) and another cable system (**B-end cable system**). For the avoidance of doubt, if SingTel is the landing party of the B-end cable system, the Requesting Licensee may request the Connection Service from SingTel in respect of that B-end Cable System pursuant to this Schedule 4B.

1.4 The provision of Co-Location Space and physical access thereto at a Submarine Cable Landing Station must be acquired by a Requesting Licensee in accordance with Schedule 8D or using the process contemplated in clauses 1.2 to 1.6 of Schedule 8.

1.5 This Schedule only applies to Requesting Licensees who are FBOs.

CLAUSES 1.6 AND 1.7 – MODIFICATION REQUIRED

Please refer to Paragraph 3 of Appendix 1. Arising from IDA’s requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA’s approval, the necessary consequential amendments to Clauses 1.6 and 1.7 to comply with IDA’s requirements in relation to the service level guarantees and remedies that SingTel must provide under each Schedule.

- 1.6 (a) The timeframes in this Schedule relating to the provision of the Connection Service, capacity activation and link activation are subject to delays caused by events outside SingTel’s reasonable control, in which case SingTel may extend these timeframes for a period equal to the period of such delays.
 - (b) For the avoidance of doubt, a failure to meet these timeframes caused by events outside SingTel’s reasonable control does not constitute a breach of this Schedule or this RIO Agreement.
- 1.7 (a) If SingTel fails to meet any timeframes in this Schedule relating to the provision of the Connection Service, capacity activation and link activation and the failure to meet the timeframe is solely caused by SingTel, SingTel will provide a remedy to the Requesting Licensee.

- (b) Such remedy will be in the form of a credit to the Requesting Licensee of the recurring Charges payable for the delayed services over a period equal to the period of the delay.
- (c) The Requesting Licensee acknowledges that this remedy is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure and shall be SingTel's sole and exclusive liability to the Requesting Licensee for such failure.

2. CATEGORIES OF CABLE SYSTEMS

- 2.1 (a) The terms and conditions of the Connection Service vary according to the Cable System. For this purpose, Cable Systems are divided into Group A Cable Systems and Group B Cable Systems, as described in Annex 4B.5.
- (b) The method of access to Group A Cable Systems is shown in Annex 4B.1.
- (c) The method of access to Group B Cable Systems is via a Cross Connect System, as shown in Annex 4B.2.

2.2 New Cable Systems

CLAUSE 2.2(a) – MODIFICATION REQUIRED

- (a) Where a new Cable System, which is not specified in clause 2.1 and Annex 4B.5 (**New Cable System**), lands at any Submarine Cable Landing Station, Sing Tel shall submit to the Authority for approval any necessary amendments to the RIO (including but not limited to Schedules 4B and 8D) to incorporate the New Cable System into the RIO, within 14 Calendar Days from the Ready for Service date of the New Cable System. Upon approval by the Authority, SingTel shall amend the RIO and this RIO Agreement accordingly.

IDA recognises that the current practice of requiring SingTel to incorporate a New Cable System in the RIO only after the Ready for Service (“RFS”) date of the New Cable System puts Requesting Licensees at a disadvantage. This is because, by the time Requesting Licensees secure Co-Location Space and Connection Services under the RIO to access the New Cable System, SingTel will already have a competitive advantage in being able to access the new Cable System from the RFS date. This will also mean that SingTel will effectively be the sole provider of back-haul services and international capacity services for the New Cable System during the initial months until Requesting Licensees are able to access the New Cable System under the RIO. This is not satisfactory. To facilitate fair and effective competition, IDA’s

policy position is that Requesting Licensees must be able to access the New Cable System at the same time as SingTel. IDA has also taken into consideration the fact that, SingTel as the landing party in Singapore, would be actively involved in the process of landing the New Cable System in Singapore. Therefore, SingTel should be in a position to know well in advance the requirements and timeframe for cable landing and activation. In this respect, there is no legitimate justification why SingTel cannot incorporate the New Cable System into the RIO within a reasonable time prior to the expected RFS date. Accordingly, IDA directs SingTel to modify Clause 2.2(a) to provide for SingTel's obligation to incorporate a New Cable System into the RIO with sufficient reasonable lead-time to enable Requesting Licensees to obtain Co-Location Space and Connection Services to access the New Cable System by the RFS date.

- (b) The Requesting Licensee may request the Connection Service in respect of the New Cable System where the Requesting Licensee has obtained or is in the process of obtaining Co-Location Space under Schedule 8D or Co-location Space contemplated in clauses 1.2 to 1.6 of Schedule 8 and where the New Cable System lands at the Submarine Cable Landing Station at which the Co-location Space is obtained.

CLAUSES 3 AND 4 – MODIFICATION REQUIRED

In relation to Connection Services, there is no separate process for pre-provisioning and provisioning works. The entire ordering process involves only the submission of the LCAR Form under Clause 4. Notwithstanding, as drafted, the applicable terms governing the ordering process straddles two separate clauses (i.e. Clauses 3 and 4). Accordingly, IDA directs SingTel to rationalise and merge both Clauses 3 and 4 into a single clause to set out the applicable process for ordering Connection Services. In doing so, SingTel must incorporate the following requirements as well as those annotated below:

- (a) *Within 1 Business Day of the date of receiving the LCAR Form (“Request Date”), SingTel must notify the Requesting Licensee whether his application is accepted or rejected.*
- (i) *Where SingTel notifies the Requesting Licensee of acceptance, SingTel must revert to the Requesting Licensee with either of the responses set out in Clause 4.2(a) or (b). Where procurement is required, SingTel must also specify the date of activation. This is necessary because a Requesting Licensee needs to know the extent of the delay caused by procurement, and to take this into account in planning its business operations, before it may make an informed decision as to whether to confirm its request or not. However, in relation to the service level guarantees for provisioning, IDA recognises that where procurement is required, SingTel should not be liable in the case where the delay in activation is caused by events outside SingTel's reasonable control.*

- (ii) *Where SingTel rejects the application, SingTel must provide reasons explaining the basis for rejection. In this respect, SingTel may only reject the application for the reasons set out in Clause 3.5. IDA considers the timeframe of 1 Business Day to be reasonable given that the basis for determining acceptance or rejection would be apparent on the face of the application. In the event that the maximum capacity of the overflow specified in Clause 3.2 is reached, SingTel may overflow the applications to the next Business Day but SingTel must inform the Requesting Licensee of the overflow within 1 Business Day of the Request Date.*
- (b) *Please also refer to Paragraph 1 of Appendix 1. The Requesting Licensee must be permitted to submit its application for Connection Service independently of its application for the necessary Co-Location Space. SingTel must not reject an application for Connection Service on the basis that the Requesting Licensee has not obtained a licence to the necessary Co-Location Space under Schedule 8D.*

3. ORDERING AND PROVISIONING PROCEDURE

- 3.1 SingTel shall offer to provide the Connection Service to a Requesting Licensee on terms and conditions that are no less favourable than the terms and conditions on which it provides comparable services to itself or its affiliates.
- 3.2 SingTel shall process and respond to all requests under this Schedule 4B on a ‘first come, first served’ basis in the timeframe specified in this clause 3 in respect of the relevant request. SingTel shall process a maximum of five (5) Requests for Connection Service per day from all Requesting Licensees under this Schedule 4B (whether those requests are made under clause 4 or 6). Any subsequent requests received by SingTel in excess of this maximum amount shall overflow to the next Business Day, in which case SingTel shall advise the Requesting Licensee of the queue number of the relevant request.
- 3.3 Where a Request for Connection Service is to access the cable capacity of any Third Party on the Cable System, as contemplated by clause 1.3(b):
- (a) SingTel will not be obliged to activate the capacity unless and until the Requesting Licensee provides to SingTel a copy of a letter of authorisation issued by the Third Party authorising the Requesting Licensee to access the relevant Third Party’s capacity;
- (b) the Requesting Licensee must inform SingTel in writing within forty eight (48) hours if such authorisation is varied or revoked; and

(c) if the Requesting Licensee's authorisation is revoked, SingTel's obligation to supply the Connection Service will cease immediately in accordance with clause 12.1.

3.4 The requirements in clause 3.3 are in addition to and are not substitutes for the requirement for the Requesting Licensee to submit a Request for Connection Service in respect of the Connection Service sought. For the avoidance of doubt, the Requesting Licensee shall submit separate Requests for Connection Service for each of the A-end Cable System and, if SingTel is the landing party in respect of the B-end cable system, the B-end cable system.

3.5 SingTel may reject a Request for Connection Service if:

(a) the Request for Connection Service is in respect of a Cable System other than as specified in clause 2.1;

(b) the Request for Connection Service is not in the prescribed form specified in this Schedule 4B;

(c) where the Connection Service is sought in relation to accessing the cable capacity of any Third Party, the Request for Connection Service is not accompanied by the Third Party's letter of authorisation specified in clause 3.3;

(d) the Request for Connection Service does not contain all the required information;

(e) the Requesting Licensee:

(i) does not hold a licence to the necessary Co-Location Space under Schedule 8D;

(ii) does not hold a licence to such other Co-location Space as contemplated in the process set out in clauses 1.2 to 1.6 of Schedule 8; or

(iii) in either case, the Requesting Licensee has not submitted a request to SingTel to obtain Co-Location Space under the applicable schedules, as the case may be; or

(f) the Requesting Licensee submits a request under this Schedule 4B which seeks to activate capacity where the relevant link has not been activated or sought to have been activated.

CLAUSE 3.6 – MODIFICATION REQUIRED

3.6 For all types of Cable Systems:

- (a) the Requesting Licensee shall be responsible for all terminations at its own equipment and for providing the associated cabling and connectors between the Requesting Licensee's Equipment and SingTel's distribution frame in order to facilitate the physical termination of the link to SingTel's distribution frame;
- (b) Where work is to be carried out by SingTel under this Schedule, the Requesting Licensee must pay all the costs incurred by SingTel in provisioning the Submarine Cable Connection Service to the Requesting Licensee.

Please refer to Paragraph 4 of Appendix 1. All costs that SingTel wants to recover for work carried out under Schedule 4B must either be approved by IDA for incorporation as a Charge in Schedule 9, or in the case where the costs can only be determined on a case-by-case basis in respect of a particular work item, the relevant schedule must specify the work item and provide for reasonable costs recovery. SingTel's proposed new Clause 3.6(b) does not satisfy either of these requirements. Accordingly, IDA rejects SingTel's proposed new Clause 3.6(b).

- (c) SingTel shall advise the Requesting Licensee of the type of connectors and the length of the associated cables referred to in paragraph (a) for the related capacity that is to be provisioned; and
- (d) SingTel shall provide the distribution frame in connection with the routing of the Requesting Licensee's circuits to the Cable System and shall perform the physical termination of the Requesting Licensee's equipment or cabling to SingTel's distribution frame.

3.7 For Group B Cable Systems, SingTel shall provide the Cross Connection that is necessary only for routing the Requesting Licensee's circuits to the Cable System during the effective period of this Schedule.

3.8 The Requesting Licensee shall be responsible for the relevant Charges specified in Schedule 9 for the Connection Services provided in this Schedule 4B.

4. LINK AND CAPACITY ACTIVATION REQUEST

CLAUSE 4.1 – MODIFICATION REQUIRED

4.1 The Requesting Licensee shall submit its link activation and/or capacity activation requests in the form of a Link Capacity Activation Request Form (**LCAR Form**) provided in Annex 4B.3, with the relevant boxes checked. The LCAR Form must be provided to SingTel no less than twenty (20) Business Days prior to the requested date of activation of the:

- (a) link (**Link Activation Date**);
- (b) capacity (**Capacity Activation Date**); or
- (c) both link and capacity (**Link Capacity Activation Date**).

For the avoidance of doubt, in respect of Group B Cable Systems, a Requesting Licensee is permitted to request capacity activation together with activation of its associated link within one single request.

SingTel Comment: Clause 4.1

SingTel has reviewed this timeframe in accordance with the IDA's directions and has reduced the minimum number of days between provision of the LCAR form and the requested date of activation from 30 to 20 for better expediency.

IDA's assessment is that the current lead-time of 20 Business Days for link capacity activation in Clause 4.1 is unreasonable and this is supported by the feedback received from the industry. IDA's view is that a lead-time of 10 Business Days' notice is reasonable and sufficient for SingTel to act upon the request. Therefore, IDA directs SingTel to modify Clause 4.1 to incorporate the requirements specified.

4.2 SingTel shall process the LCAR Form and advise the Requesting Licensee, within five (5) Business Days of its receipt or any other period as may be agreed between the parties, with one of the following responses:

- (a) that SingTel is able to activate the requested link and/or capacity, as the case may be, by the date specified in the LCAR Form;

(b) that SingTel is able to activate the requested link and/or capacity, as the case may be, but will not be able to do so by the date specified in the LCAR Form as procurement is required; or

(c) the LCAR form is rejected for a reason specified in clause 3.5.

4.3 The Requesting Licensee must inform SingTel in writing of any changes in the information provided in the LCAR Form no less than three (3) Business Days prior to the requested date of activation of the link and/or capacity. SingTel shall not be obliged to activate the link and/or capacity if any changes to the information in the LCAR Form have been provided to SingTel less than three (3) Business Days prior to the requested date of activation of the capacity/link.

4.4 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LCAR Form that is rejected in accordance with this clause.

4.5 If procurement is required in order to meet the request pursuant to clause 4.1, SingTel shall seek confirmation of the requested link and/or capacity from the Requesting Licensee. Upon confirmation, SingTel shall complete the required procurement no later than the time at which it would reasonably complete such procurement for itself.

4.6 A minimum term of twelve (12) months shall apply to:

(a) each link activated in accordance with this clause 4, measured from the earlier of the Link Activation Date or Link-Capacity Activation Date (if applicable); or

(b) each link activated prior to the commencement of this Schedule 4B, measured from the date of commencement of that link under the relevant agreement,

(Link Term); and

(c) capacity activated on a Group B Cable System in accordance with an LCAR Form under this clause 4, measured from the earlier of the Capacity Activation Date or Link-Capacity Activation Date (if applicable); or

(d) capacity activated on a Group B Cable System prior to the commencement of this Schedule 4B, measured from the date of commencement of that capacity under the relevant agreement.

(Capacity Term).

5. DELIVERY

5.1 A Requesting Licensee may request a deferment of the Link Activation Date, Capacity Activation Date, or Link Capacity Activation Date before SingTel has commenced activation work (**Deferment Request**). SingTel will accept a Deferment Request, provided that:

- (i) the Requesting Licensee pays SingTel a deferment fee equivalent to 50% of the Activation Charges set out in Schedule 9 of this RIO Agreement; and
- (ii) the revised Service Activation Date is no more than thirty (30) Business Days from the Service Activation Date notified in clause 4.1 of this Schedule 4B.

5.2 If a Requesting Licensee makes a Deferment Request for a revised Service Activation Date more than thirty (30) Business Days from the Service Activation Date notified in clause 4.1 of this Schedule 4B SingTel reserves the right to reject the Deferment Request and in such an event:

- (i) the Connection Service requested as specified in the relevant LCAR Form shall be deemed cancelled; and
- (ii) SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LCAR Form that is cancelled in accordance with this clause 5.2.

5.3 Notwithstanding clause 5.1 of this Schedule 4B, SingTel will not consider any Deferment Request submitted on or after the Service Activation Date notified in clause 4.1 of this Schedule 4B.

CLAUSE 6 - MODIFICATION REQUIRED

IDA requires SingTel to modify Clauses 6.1 and 6.2 to provide for a shorter timeframe for processing deactivation requests. Currently, the process involved for deactivation requires at least 10 Business Days to complete and IDA considers this to be an unreasonably long timeframe for a straight-forward activity. IDA's position is that it would be reasonable to require SingTel to respond to the Requesting Licensee's request for deactivation within 1 Business Day and complete the deactivation within 4 Business Days from the date of receipt of the request.

In addition, IDA notes a typographical error. All references to a "charge specified in Schedule 9" should be in uppercase. This is consistent with the definition of "Charge" in Schedule 12.

6. DEACTIVATION

- 6.1 If the Requesting Licensee wishes to deactivate a link and/or capacity under this Schedule 4B, it must submit a request for link deactivation and/or capacity deactivation in the form of a Link Capacity Deactivation Request Form (**LCDR Form**) provided in Annex 4B.4. The LCDR Form must be provided to SingTel no less than ten (10) Business Days prior to the intended Link Capacity Deactivation Date (**LCDD**). For the avoidance of doubt, in respect of Group B Cable Systems, a Requesting Licensee is permitted to request capacity deactivation together with deactivation of its associated link within one single request.
- 6.2 SingTel shall process the LCDR Form and advise the Requesting Licensee of its acceptance or otherwise within five (5) Business Days of its receipt. SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LCDR Form that is accepted in accordance with this clause 6.
- 6.3 SingTel may reject the LCDR Form if:
- (i) the request for link and/or capacity deactivation is not in the prescribed form specified in this clause;
 - (ii) the request for link and/or capacity deactivation does not contain all the required information; or
 - (iii) the request for link and/or capacity deactivation is less than ten (10) Business Days prior to the LCDD.
- 6.4 SingTel shall be entitled to levy and receive the processing charge specified in Schedule 9 for each LCDR Form that is rejected in accordance with this clause 6.
- 6.5 Where the LCDR Form is applicable to a link during the Link Term the Requesting Licensee shall remain liable for the recurring charges specified in Schedule 9 from the date of such deactivation (or partial deactivation if such is the extent of the LCDR Form) for the remainder of that Link Term.
- 6.6 In respect of Group B Cable Systems, where the LCDR Form is applicable to capacity during the Capacity Term, the Requesting Licensee shall be liable to SingTel for the recurring charges specified in Schedule 9 from the date of such deactivation (or partial deactivation if such is the extent of the LCDR Form) for the remainder of that Capacity Term.

7. STANDARD TERMS AND CONDITIONS

7.1 The Requesting Licensee will:

- (a) promptly comply with all reasonable written notices or instructions given by SingTel in respect of the installation, use or operation of the Connection Service;
- (b) not use, attempt to use, nor permit any other person to use, the Connection Service in breach of any laws or regulations whatsoever, and will comply with all relevant directions and orders issued by the Authority from time to time; and
- (c) provide and install the associated cables between its own equipment and SingTel's Distribution Frame and terminate the associated cables to its own equipment.

CLAUSE 7.2 – MODIFICATION REQUIRED

Please refer to Paragraph 3 of Appendix 1. Arising from IDA's requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA's approval, the necessary consequential amendments to Clause 7.2 to comply with IDA's requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

7.2 SingTel will:

- (a) operate and maintain the Connection Service in accordance with international industry standards;
- (b) operate and maintain the Connection Service on no less favourable terms and conditions in which it operates and maintains comparable services provided to itself and its affiliates;
- (c) address any fault affecting the Connection Service promptly and in accordance with international industry standards and on no less favourable terms and conditions in which it addresses any fault affecting comparable services provided to itself and its affiliates; and
- (d) exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Schedule and ensure that the Connection Service it provides to the Requesting Licensee is of the quality comparable to what it provides to itself and to its affiliates.

8. ACCESS AND APPROVALS REQUIRED

8.1 The Parties shall comply with clause 16.5 of the main body of this RIO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the Connection Service.

9. OPERATIONS AND MAINTENANCE

9.1 Notification

Each Party shall as soon as practicable provide notification to the other Party in case of any fault or service interruption which is identified by the first-mentioned Party and to notify the other Party when the service is normalised.

CLAUSE 9.2 - MODIFICATION REQUIRED

9.2 Planned Maintenance

Each Party shall provide not less than five (5) Business Days notice of any planned maintenance, which may affect the other Party's system. Each Party shall use its reasonable endeavours to minimize disruption to the other Party.

IDA is of the view that the current specified notice period of 5 Business Days for any planned maintenance is insufficient. Any maintenance work by one party may disrupt the other party's service provisioning and a longer notification period is desirable to enable the other party to make alternative arrangements to minimise any service disruption to its End Users. In any case, the party planning maintenance ought to be aware of its planned maintenance schedule well in advance. Accordingly, IDA directs SingTel to modify Clause 9.2 by extending the current notice period of 5 Business Days to 14 Calendar Days.

CLAUSE 9.3 – MODIFICATION REQUIRED

Please refer to Paragraph 3 of Appendix 1. Arising from IDA's requirement for SingTel to incorporate service level guarantees for each service and effective remedies for failure to comply with such guarantees (including service standards and timeframes for pre-provisioning, provisioning and fault rectification), IDA directs SingTel to propose for IDA's approval, the necessary consequential amendments to Clause 9.3 to comply with IDA's requirements in relation to the service level guarantees and remedies that SingTel must provide under each schedule.

9.3 Fault Resolution

- (a) If a fault or service interruption is identified to be caused by the Requesting Licensee, the point of contact is:

Requesting Licensee O&M Contacts:

Tel (office hour):

Tel (after office hour):

Fax:

Requesting Licensee Station Address:

- (b) If a fault or service interruption is identified to be caused by SingTel, the point of contact is:

SingTel's O&M Contacts:

Tel (office hr):

Tel (after office hr):

Fax:

SingTel's Cable Station Address :

9.4 Type Of Faults

Faults reported may be classified as follows:

- (i) Service affecting fault(s); and
- (ii) Non-service affecting fault(s).

Service affecting fault(s) may cause service interruption due to a system or physical link failure. Excessive data errors encountered on the links causing high data loss may also be classified as service affecting fault(s). Non-service affecting fault(s) are those that do not adversely affect data carried on the links.

9.5 Target Response Times

The target response time for attendance to an alarm or reported fault will depend on the time of its occurrence as contained in Table 1 below. "Office Hours" is defined as 8am to 5pm for Mondays to Fridays (except Public Holidays). The whole of Saturday, Sunday and any Public Holiday and the hours outside the Office Hours are referred to as "After Office Hours".

Fault Type	Response Time	
	During Office Hours	After Office Hours
Service Affecting	within one (1) hour of receipt of notification	within two (2) hours of receipt of notification
Non-Service Affecting	within two (2) hours of receipt of notification	within next Business Day of receipt of notification

Table 1 - Target Response Time

9.6 Fault Escalation

- (a) Where a fault persists and the Parties agree that progress of the remedy is not satisfactory, the fault may be escalated according to the fault escalation timescales and escalation reporting levels as outlined in sub-clauses 9.7 and 9.8 herein respectively.
- (b) The Parties shall immediately inform the first level of escalation within the respective Party's organisation at the same time when the Party which detected the fault notifies the fault reporting point of the Party for action.

9.7 Fault Escalation Timescales

The Parties shall use the following timescales as guidelines for the fault escalation process. The timescales shall be used in deciding whether the restoration of a fault is being progressing satisfactorily. If the escalation time has expired and both Parties are satisfied with the progress of the fault restoration, no immediate escalation is necessary.

Fault Type	Maximum Time For Escalation (Commencing after the Response Time)	
	First Level	Second Level
Service Affecting	Immediate	two (2) hours
Non-Service Affecting	Immediate	eight (8) hours

Table 2 – Fault Escalation Timescales

9.8 Escalation Reporting Levels

All requests for escalation shall be notified through each Party's fault reporting point. The reporting levels are :

Operator	SingTel	Requesting Licensee
Escalation Level		
First	Connection Service Engineer	to be advised by Requesting Licensee
Second	Connection Service Manager	to be advised by Requesting Licensee

Table 3 - Escalation Reporting Levels

9.9 Persistent or Repeated Faults

Persistent or repeated faults or issues which cannot be resolved satisfactorily through the normal channels of the Parties shall be escalated to the Second Level to expedite the fault clearance process.

9.10 Escalation Problems

The Parties shall notify their respective and appropriate officers stated in Table 3 above for problems encountered in the implementation or execution of the fault escalation procedures.

10. TERM

CLAUSE 10.1 – MODIFICATION REQUIRED

10.1 The Connection Service shall commence on the date SingTel notifies the Requesting Licensee of its acceptance of the Request for Connection Service in accordance with clause 4 and continue until the earlier of the following events:

Notwithstanding SingTel's acceptance of the Request for Connection Service, the provisioning of the Connection Service will only take place on the Link Activation Date or the Link Capacity Activation Date. Further, the Requesting Licensee may seek a deferment under Clause 5. In

this respect, IDA takes the view that it is only reasonable that the commencement date of the Connection Service is either the Link Activation Date or the Link Capacity Activation Date, as the case may be. Accordingly, unless SingTel can provide satisfactory justification for commencing the Connection Service on the date of acceptance of the Request for Connection Service, IDA directs SingTel to modify this Clause 10.1 to incorporate the requirements specified.

- (a) the expiry or termination of the licence for Co-Location Space in respect of the Co-Location Equipment at the relevant Submarine Cable Landing Station in accordance with Schedule 8D of this RIO Agreement;
- (b) upon expiry or termination of any licence in respect of other space acquired by the Requesting Licensee using the process contemplated in clauses 1.2 to 1.6 of Schedule 8 (as the case may be); or
- (c) no Co-Location Space is obtained by the Requesting Licensee within 90 Calendar Days of first application for a Request for Connection Service in respect of that Co-Location Space by the Requesting Licensee.

11. SUSPENSION

- 11.1 Subject to clauses 12.1 and 12.2 of the main body of this RIO Agreement, SingTel may suspend the Connection Service, capacity or link at any time until further notice to the Requesting Licensee if the Connection Service, capacity, link or licence in respect of the Submarine Cable Landing Station causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network.
- 11.2 Without limiting the exclusions or limitations of liability in this RIO Agreement, SingTel shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Connection Service under this clause 11.

12. TERMINATION

- 12.1 Subject to clauses 13.1 and 13.2 of the main body of this RIO Agreement, SingTel may immediately terminate the Connection Service or any capacity or link provided in respect of a Cable System if:
 - (a) the Requesting Licensee is no longer an FBO;

- (b) in SingTel's reasonable opinion, the Requesting Licensee is using the Connection Service in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (c) in SingTel's reasonable opinion, the Requesting Licensee is using the Connection Service in a manner which places a Third Party in contravention of an applicable law, licence, code, regulation or direction and SingTel has the necessary confirmation from the relevant Governmental Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;
- (d) the Connection Service is used by the Requesting Licensee for a purpose other than the purposes specified in clause 1.3;
- (e) the use of the Connection Service causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of SingTel or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of SingTel's Network; or
- (f) the letter of authorisation referred to in clause 3.3(a) is revoked.

12.2 Either Party (**Terminating Party**) may terminate the Connection Service if the other Party is in breach of this Schedule and such breach remains unremedied for a period of five (5) Business Days after receiving notice from the Terminating Party to do so.

12.3 Upon expiry or termination of the Connection Service:

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

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

12.4 If the Requesting Licensee fails to disconnect and remove the associated cabling and connectors between the Requesting Licensee's equipment and SingTel's distribution frame under clause 12.3, SingTel shall remove the Requesting Licensee's associated cabling and connectors. The Requesting Licensee shall pay to SingTel all reasonable costs associated with the work undertaken by SingTel including the disposal of the Requesting Licensee's associated cabling and connectors. In such event, the Requesting Licensee shall have no claim whatsoever against SingTel.

12.5 If, prior to the expiry of any applicable Link Term and/or Capacity Term:

(a) SingTel lawfully terminates the Connection Service, capacity or link in accordance with the terms of this Schedule; or

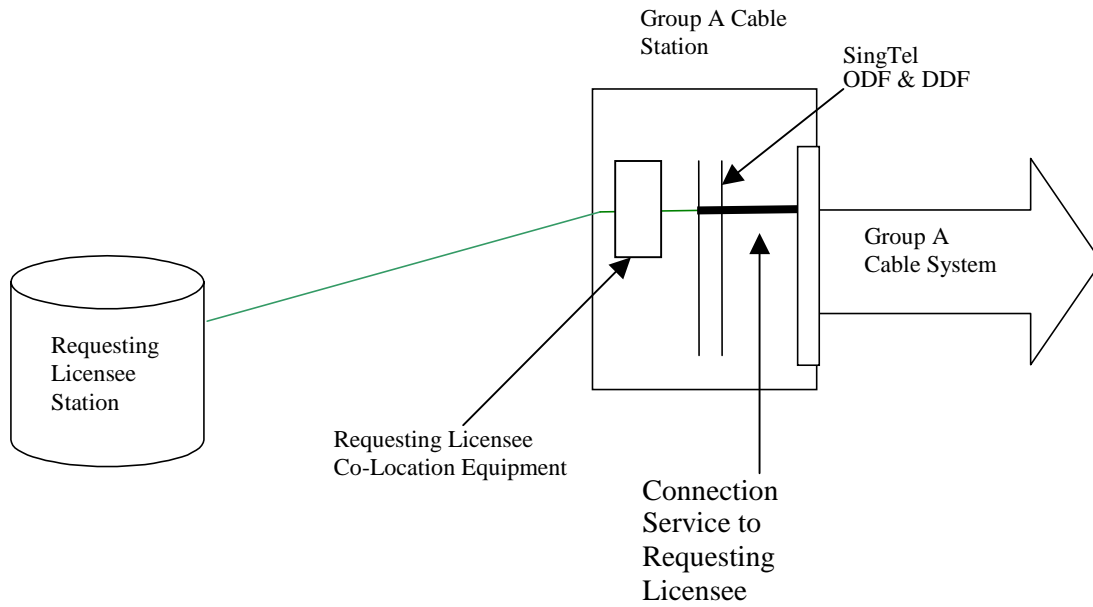
(b) the Connection Service is terminated or expires in accordance with clause 10.1,

the Requesting Licensee shall be liable only for the recurring charges for the relevant links and capacity for the remaining period of the applicable Link Term and/or Capacity Term.

12.6 This clause 12 survives termination of this Schedule 4B or this RIO Agreement.

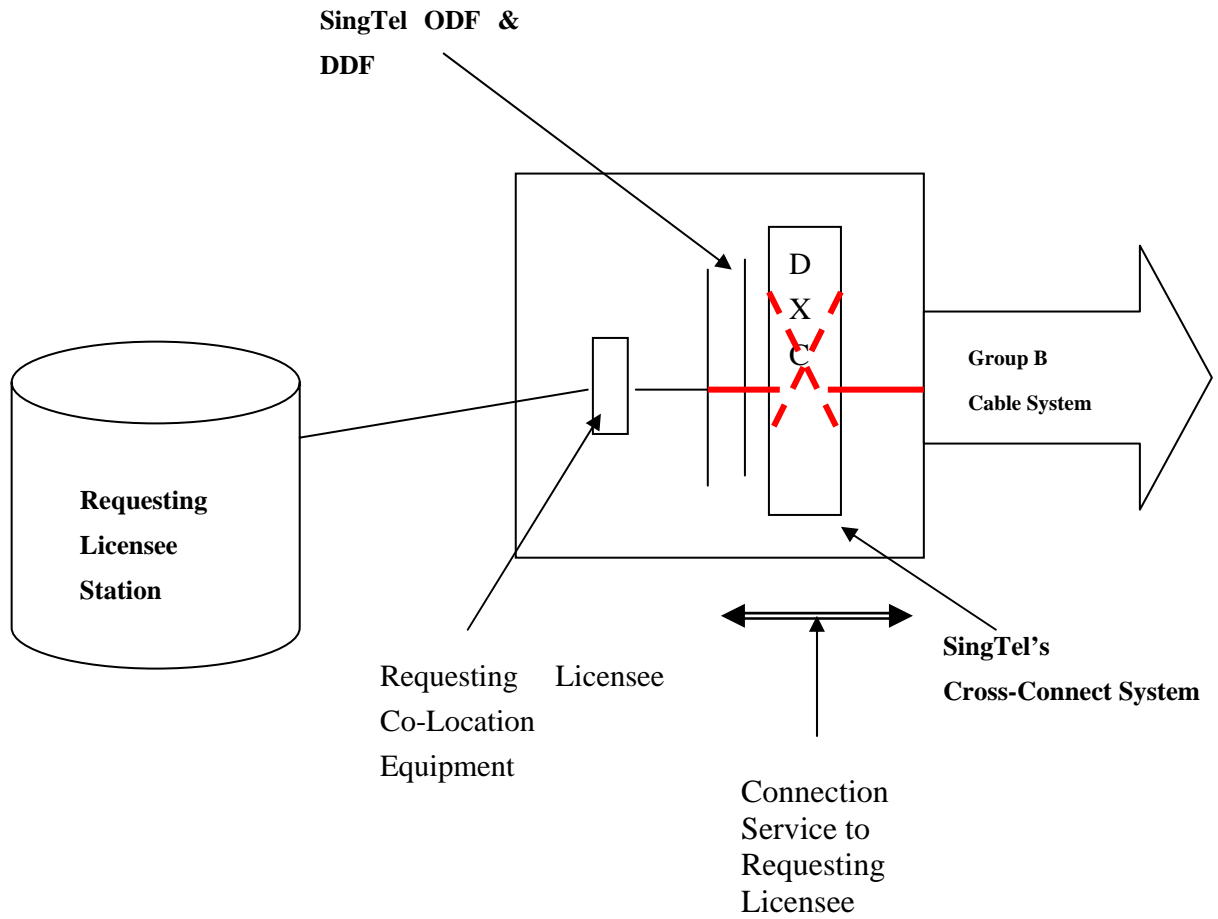
ANNEX 4B.1

Connection Service diagram for Group A Submarine Cable Systems



ANNEX 4B.2

Connection Service diagram for Group B Submarine Cable Systems



ANNEX 4B.3 – MODIFICATION REQUIRED

Please refer to IDA’s annotations above at Clause 4.2. As a consequential amendment, IDA directs SingTel to create a field to indicate its reasons for rejection in this Annex 4B.3.

ANNEX 4B.3



Link-Capacity Activation Request

Date:

To: Manager, Network Integration and Interconnect

Fax: 65-6848 4113

1.	Requesting Licensee:											
	Name:	Please tick relevant box:										
	Signature:	<input type="checkbox"/> Link Activation Only										
	Telephone:	<input type="checkbox"/> Capacity Activation Only										
	Facsimile:	<input type="checkbox"/> Link and Capacity Activation										
	Company Stamp:											
2.	Submarine Cable System:											
	Link Particulars applicable to both Group A & B Cable Systems											
3a.	Link Connection Bit Rate:	Electrical Co-axial cable / Optical fibre *										
3b.	Capacity Designation:											
3c.	Cable System Circuit Allocation:											
3d.	Requesting Licensee’s ODF/DDF Port Assignment:	Service link (SVR)/ Protection link (PRT)*										
3e.	Fibre/Co-axial Patch Cord Assignment: (SRV/PRT)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>RL’s ID</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Patch No.</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/A –Tx(Svr)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/B – Rx(Svr)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/C – Tx(Prt) *</td> </tr> <tr> <td style="border-bottom: 1px solid black;">/</td> <td style="border-bottom: 1px solid black;">/D – Rx (Prt) *</td> </tr> </tbody> </table>	<u>RL’s ID</u>	<u>Patch No.</u>	/	/A –Tx(Svr)	/	/B – Rx(Svr)	/	/C – Tx(Prt) *	/	/D – Rx (Prt) *
<u>RL’s ID</u>	<u>Patch No.</u>											
/	/A –Tx(Svr)											
/	/B – Rx(Svr)											
/	/C – Tx(Prt) *											
/	/D – Rx (Prt) *											
3f.	Intended Link Activation Date:											
	Capacity Particulars applicable to Group B Cable Systems only											
4a.	Circuit Designation:											
4b.	Cable System’s Circuit Allocation:											



SingTel

Link-Capacity Deactivation Request

Date:

To: Manager, Network Integration and Interconnect

Fax: 65-6848 4113

1.	Requesting Licensee:
	Name: Please tick relevant box:
	Signature: <input type="checkbox"/> Link Deactivation Only
	Telephone: <input type="checkbox"/> Capacity Deactivation Only
	Facsimile: <input type="checkbox"/> Link and Capacity Deactivation
	Company Stamp:
2.	Submarine Cable System:
	Link Particulars applicable to both Group A & B Cable Systems
3a.	Link Connection Bit Rate: Electrical Co-axial cable / Optical fibre *
3b.	Capacity Designation:
3c.	Cable System Circuit Allocation:
3d.	Requesting Licensee's ODF/DDF Port Assignment: Service link (SVR)/ Protection link (PRT)*
3e.	Fibre/Co-axial Patch Cord Assignment: <u>RL's ID</u> <u>Patch No.</u>
	(SRV/PRT) <u>/</u> <u>/A -Tx(Svr)</u>
	<u>/</u> <u>/B -Rx(Svr)</u>
	<u>/</u> <u>/C -Tx(Prt) *</u>
	<u>/</u> <u>/D -Rx (Prt) *</u>
3f.	Intended Link Deactivation Date:
	Capacity Particulars applicable to Group B Cable Systems only
4a.	Circuit Designation:
4b.	Cable System's Circuit Allocation:
4c.	Intended Capacity Deactivation Date:
5.	Contacts for Test/Maintenance: Name:
	Tel:
	Fax:

* Delete where not applicable – For the avoidance of doubt, the Service link does not include the Protection link.

ANNEX 4B.5

CABLE SYSTEMS

(a) Group A Cable Systems:

- (i) APCN2 Cable System – for Co-Location Equipment located at the Katong Submarine Cable Landing Station;
- (ii) C2C Cable System - for Co-Location Equipment located at the Changi Submarine Cable Landing Station.
- (iii) i2i Cable System - for Co-Location Equipment located at the Tuas Submarine Cable Landing Station;
- (iv) TIS Cable System - for Co-Location Equipment located at the Changi Submarine Cable Landing Station.

(b) Group B Cable Systems:

- (i) APCN Cable System - for Co-Location Equipment located at the Changi Submarine Cable Landing Station;
- (ii) SEA-ME-WE 3 Cable System - for Co-Location Equipment located at the Tuas Submarine Cable Landing Station.