

APPENDIX 20

REQUIRED MODIFICATIONS TO SCHEDULE 18

SCHEDULE 18

DICTIONARY

SCHEDULE 18

DICTIONARY

CONTENTS

1. INTERPRETATION	1
2. DEFINITIONS	2

SCHEDULE 18

DICTIONARY

1. INTERPRETATION

1.1 A term or expression used in this ICO Agreement that starts with a capital letter and is defined in this Dictionary, has the meaning given to it in this Dictionary.

1.2 In this ICO Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) words which are gender neutral or gender specific include each gender;
- (iii) other parts of speech and grammatical forms of a word or phrase defined in this ICO Agreement have a corresponding meaning;
- (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (vi) a reference to a clause, party, Schedule, Annex or Attachment is a reference to a clause of this ICO Agreement, and a party, schedule, Annex or Attachment to, this ICO Agreement, and a reference to this ICO Agreement includes a Schedule, Annex or Attachment to this ICO Agreement;
- (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
- (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (ix) a reference to a party to a document includes that party's successors and permitted assigns;
- (x) an agreement on the part of two or more persons binds them jointly and severally; and

(xi) a reference to an agreement, other than this ICO Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.

1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

1.4 Headings are for convenience only and do not affect the interpretation of this ICO Agreement.

1.5 This ICO Agreement may not be construed adversely to a Party because that Party prepared or drafted it.

2. DEFINITIONS

The following definitions apply to words and phrases used in this ICO Agreement unless an alternative context is stated to apply:

“Act” means the Telecommunications Act (Cap 323);

“API” means *Application Programming Interface*, which includes specifications for routines, data structures, object classes, and protocols used to communicate between the Requesting Licensee’s OSS/BSS Systems and the OpenNet Platform;

“Additional Mandated Services” are Mandated Services as defined in the ICO but which are not currently being supplied to the Requesting Licensee;

DEFINITION OF “Additional Termination Point” – MODIFICATION REQUIRED

“Additional Termination Point” means any Termination Point (excluding the First Termination Point) located in the same ~~Non-Residential~~ Premise as the First Termination Point for the same End-User;

IDA Directed Modifications: IDA notes that the proposed definition of “Additional Termination Point” is ambiguous, as the words “any Termination Point” could be read to include the First Termination Point. In the interests of clarity, IDA directs OpenNet to propose, for IDA’s approval, modifications to the definition of “Additional Termination Point” to clarify that it excludes the First Termination Point. [ON 11 Apr 12 : Amended as per IDA’s Direction. Additionally, have deleted the words “Non-Residential” as IDA had directed that Residential Premise have 2nd Termination Point too.]

“Ancillary Mandated Service” means the Co-Location Service in Schedule 12, RL to RL Interconnection Service in Schedule 12A and Patching Service in Schedule 13 of the ICO Agreement.

“Annex” means any document attached to this ICO Agreement, and is usually used to describe an attachment to a Schedule rather than an attachment to the main ICO Agreement. The words **“This Annex”** refers to the numbered Annex in which those words appear;

DEFINITION OF “Annual Review” – APPROVED

“Annual Review” means annual review of the Security Requirement as described in clause 18.8 of the main body of the ICO Agreement;

“Arbitration” means the procedure described in the Arbitration Rules of Singapore International Arbitration Centre (**SIAC Rules**) under Schedule 17;

“Arbitrator” means the arbitrator appointed pursuant to clause 7 of Schedule 16 and/or clause 6 of Schedule 17;

“Authorised Person” has the same meaning ascribed to it in clause 19.5 of the main body of the ICO Agreement;

“Authority” means the Info-communications Development Authority of Singapore (“IDA”) or its successor organisations in the administration of telecommunications policy, law and regulation in the Republic of Singapore;

“B2B” means Business-to-Business, which describes commercial transactions between two (2) OSS/BSS systems;

“B2B Web Services Interface” refers to the method of accessing the OpenNet Platform using API;

“BSS” means Business Support Systems used by a telecommunications operator to run its business operations towards customers;

“Basic Mandated Services” means the Layer 1 Services offered in Schedules 1 to 11 of the ICO Agreement;

“Billing” means the processes specified in Schedule 16;

“Billing and Settlement Procedures” means the general billing and settlement procedures in respect of Charges as well as the procedures for the settlement of disputes as specified in Schedule 16;

“Billing Dispute” means the dispute of an invoice prepared by a Party to the other Party which is made in good faith;

“Billing Dispute Escalation Procedure” means the procedures outlined in Schedule 16, clause 7.7;

“Billing Dispute Notice” means the written notification made by a Party to the other Party in relation to a Billing Dispute according to clause 6.3 of Schedule 16;

“Billing Dispute Notification Period” means the thirty (30) Calendar Day period after the date of an invoice which is the subject of a Billing Dispute;

“Billing Dispute Resolution Procedure” means the process relating to Billing Disputes specified in clause 7 of Schedule 16;

“Billing Period” means, unless otherwise agreed in writing, the period of a calendar month commencing on the first day of a month;

“Billing Representative” means a representative of either Party appointed in accordance with clause 9 in Schedule 16;

“Billing System” means a system to issue invoices relating to Charges payable by each Party under this ICO Agreement;

“Billing Verification Information” or **“BVI”** means such information provided pursuant to the individual service Schedules by one Party to the other as is necessary to ascertain the Charges payable by each Party under this ICO Agreement;

“Breaching Party” means a Party who is in breach of any of its obligations under the ICO Agreement;

“Broadcasting Licensee” means any holder of a licence granted under the Broadcasting Act (Cap. 28) but excludes class licensees;

“Building” means a building or development which has an assigned six-digit postal code by Singapore Post Limited;

“Building MDF” means an MDF located within residential or non-residential premises;

“Building MDF Room” means a room within a building, provided pursuant to COPIF, that is used to house a Building MDF and telecommunication licensees’ installation or equipment.

“Business Day” means any day other than Saturday, Sundays or the gazetted public holidays of the Republic of Singapore;

“Calendar Day” means any day of the week;

“Change Proposal” means proposed changes to the OpenNet Platform APIs raised to OpenNet using the Change Proposal Form as per Annex 14D.

“Charge(s)” means a fee payable by a Licensee for goods or services set out or referred to in this ICO Agreement and as specified in Schedule 15 or elsewhere in the ICO Agreement, as amended from time to time;

“Central Office” or **“CO”** means the OpenNet’s premise at the telephone exchanges listed in Annex 12B of Schedule 12 of the ICO Agreement where OpenNet offer access to its infrastructure and co-location facilities under Schedule 12 of the ICO Agreement;

“Code” means the NetCo Interconnection Code 2009 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on [date]

“Co-Located Equipment” or **“Co-Location Equipment”** means multiplexes, transmission equipment, network termination units and other equipment that have been co-located by the Requesting Licensee under this ICO Agreement;

“Co-Location Equipment Modification” refers to any replacement, modification or rearrangement of existing Co-Location Equipment in the Co-Location Space or the installation of additional Co-Location Equipment in the Co-Location Space;

“Co-Location Equipment Installation and Maintenance Procedures” refers to the procedures as set out in Annex 12D of Schedule 12;

“Co-Location Request” means a request for Co-Location made under this ICO Agreement;

“Co-Location Request Form” means the application form prescribed in Annex 12C of Schedule 12;

“Co-Location Service” means the services listed under Schedule 12 of the ICO Agreement

“Co-Location Service Request Quota” refers to the maximum number of Co-location Requests (16) OpenNet shall process per week;

“Co-Location Space” means space and such facilities as may be agreed to by the Parties to be provided by OpenNet at the Central Office for the installation and operation of Co-Located Equipment;

“Commencement Date” refers to the date of completion of the Site Preparation Work in relation to the term of a Co-Location Service granted by OpenNet;

DEFINITION OF “Confidential Information” – MODIFICATION REQUIRED

“Confidential Information” of a LicenseeParty means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that LicenseeParty (and any matter concerned with or arising out of this ICO Agreement) but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this ICO Agreement);
- (b) information rightfully received by the other LicenseeParty from a ~~third-person~~Third Party without a duty of confidentiality being owed by that other LicenseeParty to that Third Party, except where that other LicenseeParty has knowledge that the ~~third-person~~Third Party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned LicenseeParty;
- (c) information which has been independently developed by the other LicenseeParty; or
- (d) information which is in the possession of, or is known to, the other LicenseeParty prior to the date of this ICO Agreement, to the extent that the other LicenseeParty is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned LicenseeParty;

IDA Directed Modifications: It is uncertain to whom the term “Licensee” refers, as “Licensee” is not a defined term. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to the definition of “Confidential Information” to clarify this uncertainty. For example, to satisfy this requirement, OpenNet may, in the definition of “Confidential Information”, replace all references to “Licensee” with the term “Party”. JON 11 Apr 12 : Amended as per IDA’s Direction. However, ON had amended the definition of “Party” below.

“Connection” may refer to any one or all of the various Layer 1 Services offered in Schedules 1 to 11 of the ICO Agreement, depending on the context;

“Connectivity Points” mean the points where Wireline is terminated and/or cross-connected;

“Connection Modes” refers to the methods that a Requesting Licensee may use to connect to the OpenNet Platform which includes Service Portal GUI via Public Internet secured VPN Client software or B2B Web Services Interface via Public Internet secured VPN or B2B Web Services Interface via Dedicated Leased Connection.

“Consequential Loss” includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;
- (e) loss of value of any equipment, including software;
- (f) claims of third parties; and
- (g) costs and expenses associated with or incidental to any of the above;

“COPIF” means the Code of Practice for Info-communications Facilities in Building;

“Cost-Oriented Basis” means for the purpose of the ICO Agreement and in accordance with the RFP submission, a thirty (30) percent mark-up on OpenNet staff related costs and a ten (10) percent mark-up on all other costs;

“Customer” for the purposes of this ICO Agreement, means, in relation to a Party, a person who is connected to the Party's Network or utilises a telecommunication service provided by that Party;

“Customised Agreement” means an agreement for the provision of Mandated Services on prices, terms and conditions that are different from the ICO;

“Daily Recurring Charge” is calculated by dividing the Monthly Recurring Charge by thirty (30);

“Dedicated Leased Connection” refers to a method of connecting to the OpenNet Platform as described in Annex 14B in Schedule 14 of the ICO Agreement;

“Detailed Billing Verification Information” means the detailed information requirements for billing purposes set out in the relevant Schedules in the sections headed “Detailed Billing Verification Information”;

“Disclosing Party” means a Party making a disclosure of Confidential Information in the context of clause 19 of this ICO Agreement;

“Dispute Resolution” or **“Dispute Resolution Procedure”** refers to the procedures outlined in Schedule 17 of this ICO Agreement;

“**Distribution Point**” or “**DP**” means the intermediate point at each floor in a Building where Wirelines from the nearest MDF Room must pass or terminate, en route to the premises on that floor.

“**Duct Diversity**” means a separate fibre strand provided via a separate duct along the same path as the existing equivalent Layer 1 Service;

“**Due Date**” means the date which is thirty (30) Calendar Days after the date of an invoice;

“**eBill**” means the service of issuance of bills electronically by OpenNet;

“**Effective Date**” means the date on which the ICO Agreement has been executed by both Parties and submitted to the Authority in accordance with the Code;

“**Emergency Service Organisations**” means the relevant police, fire, ambulance and coastguard services and other similar organisations providing assistance to the public in emergencies;

“**End to End Testing**” refers to the tests (as stated in Appendix 1-C of Schedule 14 of the ICO Agreement) to be carried out between the Requesting Licensee and OpenNet for the purpose of integrating with the OpenNet Platform;

“**End-User**” means a customer who is a business or residential end user;

DEFINITION OF “Existing Requesting Licensee” – MODIFICATION REQUIRED

Existing Requesting Licensee refers to the Requesting Licensee that is providing services to an End-User at the relevant material time and prior to any Termination or Deactivation of its services to the End-User including any existing ~~the~~ End-User’s Connection.

IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 20 of Schedule 1 of OpenNet’s ICO. In order to ensure consistency with IDA’s requirements as specified therein, IDA directs OpenNet to propose, for IDA’s approval, the necessary modifications to the definition of “Existing Requesting Licensee” in this Schedule 18. JON 11 Apr 12 : Amended as per IDA’s Direction.

“**Expert**” means a person appointed in accordance with clause 6.8 of Schedule 17;

DEFINITION OF “Express Service Activation Request Charge” – APPROVED

“**Express Service Activation Request Charge**” means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for the provisioning of Request for express service activation of either the Residential or Non-Residential End-User Connection;

“**Facilities**” means installation and plant used for telecommunications as defined in the Act;

“Facilities-based Operator” or “FBO” means the holder of a Facilities-based Operator Licence issued by the Authority under the Act;

“Fault Control Centre” or “FCC” means a single point of contact for the reporting and management for fault reporting and clearing;

“Fibre Distribution Frame” or “FDF” means ; the Facility used typically at the CO, Building MDF Room, FTTB Node and NBAP DP to terminate the end of a Wireline.

DEFINITION OF “Fibre Handover” – MODIFICATION REQUIRED

“Fibre Takeover Handover” refers to the process whereby an End-User, with an existing End-User Connection, subscribes for another Residential–End-User Connection from a New Requesting Licensee’s Retail Service Provider with the intention of deactivating the End User’s existing Residential–End-User Connection and the New Requesting Licensee submits a Request to OpenNet to

- a) Deactivate the End-User’s existing Residential–End-User Connection ; and
- b) Activate a new Residential–End-User Connection simultaneously.

IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 20 of Schedule 1 of OpenNet’s ICO. In order to ensure consistency with IDA’s requirements as specified therein, IDA directs OpenNet to propose, for IDA’s approval, the necessary modifications to the definition of “Fibre Handover” in this Schedule 18. [ON 11 Apr 12 : Amended as per IDA’s Direction.]

“Final Distribution Point” means the final point within the Network where the Wireline terminates before the First Termination Point.

DEFINITION OF “First Termination Point” – MODIFICATION REQUIRED

“First Termination Point” or “1st TP” means the network point that was the first to be installed within the premise ~~and nearest to the point of entry of that premise where the Wireline is terminated.~~

IDA Directed Modifications: IDA notes that the present definition of “First Termination Point” can be read to include subsequent network points installed within the premise. In the interests of clarity, IDA directs OpenNet to propose, for IDA’s approval, modifications to the definition of “First Termination Point” to clarify that “First Termination Point” refers to the first network point to be installed within the premise. [ON 11 Apr 12 : Amended as per IDA’s Direction.]

“Forecast” means an estimate of a Party’s anticipated future requirements for a Service for a specified period, in accordance with the terms and conditions of the relevant Schedule;

“FTTB Node” means a network point located at the basement or ground floor of a building where the in-building Wireline are terminated and cross-connected. Where the building has a Building MDF Room or TER Room, the FTTB Node shall be the Building MDF Room or TER Room respectively;

“GPON” is a point-to-multipoint (including a point-to-point) fibre to the premises network architecture in which unpowered optical splitters are used to enable a single optical fibre to serve multiple premises;

“Government Agency” or **“Governmental Agency”** means any department or statutory board operated by or accountable to a ministry or organ of state within the Republic of Singapore;

“GST” means Goods and Services Tax imposed under the Goods and Services Tax Act, (Chapter 117A) of Singapore;

“Handshake Testing” refers to the tests (as stated in Appendix 1-B of Schedule 14) to be carried out between the Requesting Licensee and OpenNet for the purpose of integrating with the OpenNet Platform;

“High-Rise Residential Building” means any Residential Building other than a Landed Residential Building;

“Interconnection Offer” or **“ICO”** means the document submitted by OpenNet and approved by IDA in accordance with the terms and conditions of the NetCo Contract, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

“ICO Agreement” or **“this ICO Agreement”** means the agreement entered into between OpenNet and the Requesting Licensee on the terms and conditions specified in OpenNet’s approved ICO, which shall be in accordance with the requirements of the Code;

“ICO Review Date” means the date that the ICO, including any amendment to it, is reviewed and approved by the Authority;

“IDA” has the same meaning as **“Authority”**;

“IDA Act” means the Info-communications Development Authority of Singapore Act (Cap 137A);

“Indemnifying Party” means a Party who must indemnify and keep indemnified the Indemnified Party;

“Indemnified Party” means a Party who is kept indemnified by the Indemnifying Party;

“Intellectual Property” means all trademarks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights;

“Inter-Working Group” means a committee with an equal number of appropriate representatives from each Party formed pursuant to clause 3 of Schedule 17 (Dispute Resolution);

“Invoice” means an invoice, bill or request for payment issued by a Party to the other Party in accordance with this ICO Agreement;

“Invoiced Party” refers to the Party receiving the Invoice for the service received in accordance with this ICO Agreement;

“Invoicing Party” refers to the Party issuing the Invoice for service(s) rendered in accordance with this ICO Agreement;

“ITU-T G.625D” refers to the Transmission systems and media, digital systems and networks standard number G.625D published by the Telecommunication Standardization Sector of the International Telecommunication Union;

“ITU-T G.657A” refers to the Transmission systems and media, digital systems and networks standard number G.657A published by the Telecommunication Standardization Sector of the International Telecommunication Union;

DEFINITION OF “Joint Investigation Charge” – APPROVED

“Joint Investigation Charge” means the sum payable by the Requesting Licensee at the rate specified in Schedule 15 for a joint site meeting to investigate service quality or fault;

“Joint Investigation Meeting” means the joint site meeting requested by the Requesting Licensee to investigate service quality or fault;

“Landed Residential Building” or **“Landed Residential Premise”** means a Residential Building that is one of the following types of houses but does not include a landed dwelling-house comprised in a development that is strata subdivided or intended for or capable of strata division; (a) detached house; (b) semi-detached house; (c) terrace house;

“Layer 1 Service” means a service provided by OpenNet to the Requesting Licensee for the use of Wireline;

“Liable Party” is as defined in Clause 14.10 of the main body of the ICO Agreement;

“**Loss**” means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, claims, liabilities and demands and all expenses, legal and otherwise of any kind;

“**Main Body**” refers to the main body of this ICO Agreement;

“**Mandated Services**” means the Basic Mandated Services and Ancillary Mandated Services;

“**Manuals**” means the manuals in the Schedules of this ICO Agreement as amended or substituted from time to time with this ICO Agreement or as a result of any changes introduced and/or such other manuals as are from time to time agreed between the Licensees to constitute “Manuals” for the purposes of this ICO Agreement;

“**Maximum Quota**” refers to the maximum number of requests for Basic Mandated Services and Redundancy Services and for Ancillary Mandated Services that OpenNet shall process per week;

“**Mean Time To Recovery**” or “**MTTR**” means the average time OpenNet took to restore service for all fault incidents for all Connections acquired by the relevant Requesting Licensee under the relevant Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet’s control;

“**Mediation**” has the same context as the referral of a dispute to the Singapore Mediation Centre and in accordance with the same Mediation Rules;

“**Mediation Rules**” means the rules of the Singapore Mediation Centre;

“**Mediator**” means the mediator appointed pursuant to clause 7 of Schedule 16 and/or clause 5 of Schedule 17;

DEFINITION OF “Missed Appointment Charge” – MODIFICATION REQUIRED

~~“**Missed Appointment Charge**” means the sum payable by the Requesting Licensee, in the event the Requesting Licensee fails to inform OpenNet of the changes in appointment date/time as specified in the relevant clauses, at the rate specified in Schedule 15.~~

IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memorandum to this Direction. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, the necessary modifications to give effect to the directed modifications set out therein, in particular, to remove the proposed Missed Appointment Charge from the ICO. [ON 11 Apr 12 : Amended as per IDA’s Direction.]

DEFINITION OF “Monthly Recurring Charge” – APPROVED

“**Monthly Recurring Charge**” refers to the sum that the Requesting Licensee shall pay for the service on a monthly basis computed from the beginning of the month as specified in Schedule 15.

“**MTTR Rebate**” means the relevant rebate in accordance with the relevant Schedule, OpenNet shall compensate the Requesting Licensee in the event OpenNet fails to meet the standard MTTR for a particular month;

“**NBAP Termination Point**” or “**NBAP TP**” means the network point at the NBAP and nearest to the point of entry of that NBAP where the Wireline is terminated;

“**NBAP Node**” means a network point located in a FTTB Node or Building MDF Room where OpenNet’s Network ends;

“**Negotiation Period**” means the period specified in the relevant Schedule for negotiation in relation to the provision of a Service;

“**NetCo Contract**” means the contract entered into between IDA and OpenNet dated 20 October 2008 entered into pursuant to the RFP;

“**NetCo QP**” refers to Network Company Qualifying Persons who shall include persons such as a Facilities-Based Operator (FBO), a Services-Based Operator (SBO), or a Broadcasting Licensee;

DEFINITION OF “Network” – MODIFICATION REQUIRED

“**Network**” refers to the passive infrastructure portion of the NGNBN to be implemented and operated by OpenNet pursuant to the terms and conditions of the NetCO Contract;

IDA Directed Modifications: IDA refers to clauses 8.1, 9 and 11.1(a) of the Main Body of OpenNet’s ICO. IDA notes that the term “Network”, as used in the aforesaid clauses, is meant to refer to both OpenNet’s and its Requesting Licensees’ networks. However, OpenNet has proposed to amend the definition of “Network” in this Schedule 18 to refer only to OpenNet’s network. Consequently, OpenNet’s proposed definition of “Network” is inconsistent with its usage of the term in the ICO.

Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to the provisions of its ICO to remedy the inconsistency highlighted above. For example, to satisfy this requirement, OpenNet may revert to the existing definition of “Network” and use a different term such as “OpenNet’s Network” to refer to its own network. JON 11 Apr 12 : ON has

amended the other Schedules of the ICO to reflect accurately the meaning. Hence, there is no need to amend the term “Network” in this Schedule.]

“**Network Connectivity Tests**” refers to the tests (as stated in Appendix 1-A of Schedule 14 of the ICO Agreement) to be carried out between the Requesting Licensee and OpenNet for the purpose of integrating with the OpenNet Platform;

DEFINITION OF “New Requesting Licensee” – MODIFICATION REQUIRED

“**New Requesting Licensee**” refers to the Requesting Licensee who is not providing any services to the End-User at the relevant material time but from whom the End-User intends to or have subscribed for services including End-User Connection for which OpenNet is required to connect or activate~~will be providing services to an End-User after any Termination or Deactivation of the End-User’s existing Residential connection.~~

IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 20 of Schedule 1 of OpenNet’s ICO. In order to ensure consistency with IDA’s requirements as specified therein, IDA directs OpenNet to propose, for IDA’s approval, the necessary modifications to the definition of “New Requesting Licensee” in this Schedule 18. JON 11 Apr 12 : Amended as per IDA’s Direction and to be consistent with that of “Existing Requesting Licensee” and also to remove the limitation to “Residential” only.]

“**NGNBN**” means Next Generation National Broadband Network

“**NGNBN OpCo**” means such entity appointed by the Authority, including its successors and assigns, who will implement, own and operate the active portion of the NGNBN.

“**No Fault Found Charge**” refers to the sum imposed by OpenNet under Schedule 15 when OpenNet determines that no fault is found or the fault is not with the OpenNet Network or equipment;

“**Non-Building Address Point**” or “**NBAP**” means a location in mainland Singapore or its connected islands other than a physical address;

“**Non-Residential Building**” means a building that contains one or more Non-Residential Premises but excludes all Housing Development Board apartment blocks regardless of height;

“**Non-Residential End-User**” means a user ~~of telecommunication service~~ other than a Residential End-User;

DEFINITION OF “Non-Residential Premise” – MODIFICATION REQUIRED

“Non-Residential Premise” means any premise other than a Residential Premise, ~~or as defined under COPIF~~;

IDA Directed Modifications: IDA received feedback that OpenNet’s proposed reference to COPIF in the definition of “Non-Residential Premise” is inappropriate and apt to lead to confusion.

After careful consideration, IDA has determined that it would be inappropriate and would engender uncertainty if “Non-Residential Premise” were defined by reference to the COPIF as proposed by OpenNet. For example, a residential apartment on top of a shopping complex (e.g., ION Orchard) would constitute a non-residential building under COPIF, but would also appear to fall within OpenNet’s proposed definition of “Residential Premise” below. Moreover, the COPIF is intended to serve a different purpose from OpenNet’s ICO.

Accordingly, IDA hereby directs OpenNet to propose, for IDA’s approval, modifications to the definition of “Non-Residential Premise” to remove the reference to COPIF.

IDA further refers OpenNet to section 7 of the Explanatory Memorandum of this Direction, and reminds OpenNet that any changes proposed to the definition of “Non-Residential Premise” should be consistent with the directed modifications specified therein, as well as the definition of “Residential Premise” in this Schedule 18. [\[ON 11 Apr 12 : Amended as per IDA’s Direction.\]](#)

“Notice of Acceptance” means the submission of Attachment A of the Main Body of this ICO Agreement where the Requesting Licensee accept and wishes to enter into an agreement with OpenNet pursuant to the prices, terms and conditions of the ICO;

“Notice Period” means the ten (10) Business Days written notice given by either Party or any other period which may be agreed between the Parties pursuant to a dispute falling under Schedule 17;

“Notification of Acceptance of ICO” refers to a confirming acceptance of the ICO Agreement given by the NetCo QP to OpenNet under Part 1 of the main body of the ICO Agreement;

“NTE” means the equipment owned and installed by the Requesting Licensee at the End-User premise;

“OSS” means Operations Support Systems used by a telecommunications operator to deal with the telecommunications network itself, supporting processes such as maintaining network inventory, provisioning services, configuring network components, and managing faults;

“**OSS/BSS Connection**” is as defined in Clause 5.13(d) of Schedule 14 of the ICO Agreement;

“**OSS/BSS Connection Equipment**” means routers, switches, firewalls, servers, and other equipment used by a Requesting Licensee to connect to the OpenNet Platform;

“**OSS/BSS Professional Service**” means the services listed under Schedule 14 of the ICO Agreement;

“**OpenNet**” means OpenNet Pte Ltd, a company incorporated under the laws of Singapore with its registered office at No.152 Beach Road Gateway East #31-05/08 Singapore 189721

“**OpenNet Platform**” means the operation and business support system used in the maintenance of network inventory, provisioning of services and management of faults;

“**OpenNet Platform APIs**” or “OpenNet Platform Application Programming Interface (“API”)” refers to the APIs of OpenNet Platform that are exposed to the Requesting Licensee’s systems allowing electronic flow through business transactions;

“**OpenNet Public Website**” refers to the OpenNet’s website at <http://www.opennet.com.sg> which is accessible through the world wide web.

“**Optical Ethernet**” or “**OE**” means an ethernet network built upon the passive optical network provided by OpenNet;

“**Ordering Charge**” means the charges OpenNet shall levy in accordance with schedule 15 of the ICO Agreement;

“**Ordering and Provisioning Procedures**” means the various procedures for the ordering and provisioning of Services in the relevant Schedules;

DEFINITION OF “Order Request Identifier” – APPROVED

“**Order Request Identifier**” or “**ORI**” means the reference number given for each valid Request received by OpenNet.

“**Party**” means, depending on the context used, either of OpenNet or the Requesting Licensee or such person or entity with whom OpenNet has or intends to have a relationship arising from, ~~or~~ in relation or due to the provision of any Mandated Services;

[ON Comments 11 Apr 12 : have inserted according to sequence and also amended to align with the usage in the Schedules.]

“**Patch Cable**” means the physical optical patch cord used to connect two ports in a FDF;

DEFINITION OF “Patching Charge” – APPROVED

“Patching Charge” means the sum payable by the Requesting Licensee for any patching works to be done at the rate specified in Schedule 15.

“Patching Locations” means the location where OpenNet would offer to provide Patching Service pursuant to Schedule 13 of this ICO Agreement;

“Patching Service” refers to the services provided under Schedule 13 of the ICO Agreement;

“Patching Service Activation Request” or **“PSAR”** refers to the request for a Patching Service submitted by Requesting Licensee in accordance with Schedule 13 of this ICO Agreement;

“Patching Service Activation Request Form” or **“PSAR Form”** refers to the form provided in Annex 13A in Schedule 13;

“Patching Service Deactivation Request” or **“PSDR”** refers to the request to remove a Patching Service submitted by Requesting Licensee in accordance with Schedule 13 of this ICO Agreement;

“Patching Service Deactivation Request Form” or **“PSDR Form”** refers to the form provided in Annex 13B in Schedule 13;

“Patching Service Request Quota” refers to the maximum number of PSARs (80) that OpenNet shall process per week;

“Path Diversity” means a separate fibre strand provided along a separate path as the existing equivalent Layer 1 Service;

DEFINITION OF “Party” – MODIFICATION REQUIRED

~~“Party” means either of OpenNet or the Requesting Licensee;~~

IDA Directed Modifications: The definition of “Party” is out of position in relation to the alphabetical sequence of other defined terms in this Schedule 18. Accordingly, IDA directs OpenNet to adjust accordingly to address the above. [ON 11 Apr 12 : Amended as per IDA’s Direction but have also made further amendments to align with usage in the Schedules.]

“Prime Lending Rate” means, in relation to a Reference Bank on any day, the rate per annum which is the prime lending rate, for Singapore Dollars of that Reference Bank as announced by that Reference Bank from time to time, in force on such day and, for the purposes of this ICO Agreement, a change in such rate shall be effective on and from the day on which it is announced or, if such announcement provides for such change to come into effect on a later day, on and from such later day;

“Project Study” means the process by which OpenNet confirms its ability to provide a Service requested by the Requesting Licensee under the applicable Schedule;

“Project Study Fee” means a Charge under Schedule 15 for the provision of a request for a Project Study;

“Proposed Requesting Licensee” refers to a Requesting Licensee which the Requesting Licensee wishes to request a RL to RL Interconnection with under Schedule 12A of the ICO Agreement;

“Provisioning SLG” refers to the Service Level Guarantee provided for the provisioning timeframes for Co-location Service under Schedule 12;

“Public Internet secured VPN” refers to an access method to connect to the OpenNet Platform;

“PVC” means Polyvinyl chloride material;

“Qualifying Person” or “QP” means a NetCo QP;

“RL to RL Interconnection” means a direct connection between two Co-Location Equipments of Requesting Licensees in the same Central Office or connection via a Patch Cable between the respective OpenNet FDFs connected to the Co-Location Equipments of Requesting Licensees;

“RL to RL Interconnection Request” means a request made for a RL to RL Interconnection under Schedule 12A of the ICO Agreement;

“RL to RL Interconnection Service” means the Services listed under Schedule 12A of the ICO Agreement;

“Ready for Service” or “RFS” means the date that OpenNet completes the installation of the Services as notified to the Requesting Licensee in accordance with the relevant Schedules;

“Receiving Party” means a Party receiving Confidential Information from the Disclosing Party or a notice of dispute falling under Schedule 17, depending on the context;

“Redundancy Service” means service which provides redundant connection acquired in addition of an existing connection;

“Reference Banks” means the principal Singapore offices of The Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited and United Overseas Bank Limited;

“Related Corporation” means a company which is the Holding Company or Subsidiary of either Party or a company which shares a common Holding Company with that Party;

DEFINITION OF “Relocation” – APPROVED

“Relocation” means the relocation of an existing End-User Connection for an End-User to the End-User’s new address.

DEFINITION OF “Removal” – MODIFICATION REQUIRED

“Removal” means removal of any ~~Termination~~ ~~Point~~ or any part of the Network as currently installed;

IDA Directed Modifications: IDA notes that the term “termination point”, while currently in lower case, is defined in this Schedule 18. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to the definition of “Removal” to address this inconsistency. For example, in order to fulfil this requirement, OpenNet may replace the words “termination point” with “Termination Point”. [ON 11 Apr 12 : Amended as per IDA’s Direction.]

“Request” refers to any request made for any Mandated Service provided by OpenNet under the ICO Agreement;

“Request Date” means the date on which OpenNet receives the request for any Service;

“RFP” means Request for Proposal;

“Requesting Licensee” or “RL” means an FBO or SBO or Broadcasting Licensee who has ~~ieh~~ ~~submits a written application to~~ acquired Mandated Services from OpenNet under this ICO Agreement; [ON 11 Apr 12 : Amended for clarity to refer to existing or potential Requesting Licensees.]

“Requesting Licensee’s Network” means a Network owned or operated by the Requesting Licensee;

“Residential Building” means a building other than a Non-Residential Building;

“Residential End-User” means a user residing in a Residential Premise ~~whof telecommunication service who~~ subscribed for services from a Retail Service Provider is not engaged in commercial activity at the location where the service is provided;

DEFINITION OF “Residential Premise” – MODIFICATION REQUIRED

“Residential Premise” means a premise designed or adapted or used for human habitation of a residential nature (i.e. not on a daily, weekly or monthly basis). These would include condominium

flat, HDB flat (any premise constructed or sold by HDB), detached house, semi-detached house, terrace house, townhouse, cluster housing, strata landed/title house, walk-up apartment and Black & White houses used for human habitation or such part of a building that is so used for human habitation of a residential nature.

IDA Directed Modifications: IDA refers OpenNet to its directed modifications in section 7 of the Explanatory Memorandum to this Direction. Accordingly, IDA requires OpenNet to propose, for IDA's approval, modifications to the definition of "Residential Premise" in the manner specified therein.

"Retail Service Provider" or "RSP" means any person providing retail services to End-Users using the Network or other network in Singapore;

"Sample Test Invoices" means Invoices of bills generated for the purpose of a joint investigation of invoice discrepancies pursuant to clause 8.1 of Schedule 16;

"Seasonal Slots" refers to installation slots in excess of the Maximum Quota, including a sub-quota for Non-Residential Premise, that is temporary in nature and applicable only during seasonal increase in demand eg. quarterly major fairs (namely IT Show in March, PC Show in June, Comex Show in September and SITEX in November) ;

"Seasonal Slots Notification" means the notification issued by OpenNet to offer to the Requesting Licensee the terms and conditions of Seasonal Slots for the Requesting Licensee's acceptance;

"Service Portal GUI" or "Service Portal" means the website on the OpenNet Platform found on <https://restricted.opennet.com.sg/> which shall be accessible through a web browser and Public Internet secured VPN client software;

"Service Report Form" or "SRF" means the form which is completed and duly acknowledged by the End-User upon completion of the installation of the Termination Point.

"Schedule" means any of the documents entitled Schedule 1 in numerical order up to and including Schedule 18 which is attached to and forms part of this ICO Agreement. The words "this Schedule" refer to the numbered Schedule in which those words appear;

DEFINITION OF "Second Termination Point" – APPROVED

"Second Termination Point" means anythe Termination Point that is installed after the First Termination Point and located in the same Residential Premise as the First Termination Point for the same End-User;

“**Security Requirement**” means the security deposit or banker’s guarantee given by the Requesting Licensee to OpenNet in accordance with the main body of the ICO Agreement;

“**Senior Management**” means a representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility of administering this ICO Agreement;

“**Service**” means a service provided by OpenNet as described in this ICO Agreement and **Services** means any, all or combination of them as the context requires;

“**Service Level Guarantee**” means the criteria, remedies and procedures relevant to timeframes and other standards for the supply of a Service, as set out in the relevant Schedule;

“**Services Based Operator**” or “**SBO**” means the holder of a Services-based Operator Licence issued by the Authority under the Act;

“**Singapore Dollar**” and “**S\$**” mean the currency of Singapore;

“**Singapore International Arbitration Centre**” or “**SIAC**” means the centre referred to in clause 6 of Schedule 17 which can be contacted at 1 Coleman St, #05-08 Adelphi, Singapore 179803, Tel: (65) 334 1277, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

DEFINITION OF “Singapore Mediation Centre” – MODIFICATION REQUIRED

“**Singapore Mediation Centre**” or “**SMC**” means the centre ~~referred to in the Arbitration Rules of Singapore International Arbitration Centre (SIAC Rules), which can be contacted situated~~ at Third Level City Hall Building, St Andrews Road, Singapore 178957, and may be contacted at Tel: (65) 332 4366, Fax: (65) 334 4940 or such other address or contact particulars as may be notified from time to time;

IDA Directed Modifications: IDA notes that the version in force of the Arbitration Rules of the Singapore International Arbitration Centre (4th edition, 1 July 2010), do not refer to the Singapore Mediation Centre. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, such modifications to the definition of “Singapore Mediation Centre” as are necessary to correct this discrepancy. [ON 11 Apr 12 : Amended as per IDA’s Direction.]

“**Site Preparation Work**” means any work undertaken by OpenNet to permit Co-location;

“**Split Ratio**” means the number of Wirelines from the 1st TP that will be connected to the optical splitter at the Building MDF Room;

“**Standard Operating Procedures**” or “**SOP**” means the procedures as specified in the Annexes or Attachments to the relevant Schedules;

“**Suspending Party**” means the party who wish suspend this ICO Agreement or any Schedule of this ICO Agreement;

“**Terminating Party**” means the party who wishes to terminate the ICO Agreement or any Schedule of this ICO Agreement and/or the relevant service licence;

DEFINITION OF “Termination Point” – MODIFICATION REQUIRED

“**Termination Point**” means any network point within ~~the~~a premise where the Wireline is terminated.

IDA Directed Modifications: The words “the premise” suggest that there is a specific premise being referred to, whereas the term “Termination Point” is meant to refer to network points within any premise. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to the definition of “Termination Point” to address the above. For example, to fulfil this requirement, OpenNet may replace the words “the premise” with “a premise”.

[ON 11 Apr 12 : Amended as per IDA’s Direction.]

“**Third Party**” means any person or entity other than OpenNet or the Requesting Licensee;

“**Transmission Tie Cable**” means an optical fibre cable used to connect the Requesting Licensee’s Fibre Distribution Frame at the Co-location space to OpenNet’s Fibre Distribution Frame at the CO;

“**Transmission Tie Cable Port**” means a Transmission Tie-Cable connection point at the OpenNet’s Fibre Distribution Frame;

“**Trouble Report**” means a report generated by OpenNet whenever there is a material fault found with the OpenNet Network or equipment which adversely affects the performance of the Network and equipment.

“**VPN**” means Virtual Private Network;

“Weekly Recurring Charge” is calculated by multiplying the Monthly Recurring Charge by 7 and dividing it by thirty (30);

“Wireline” means passive optical fibre cable deployed and owned by OpenNet; and

“Wireline Diversity” means a separate fibre strand (may be from the same fibre cable) provided via the same duct along the same path as the existing equivalent Layer 1 Service.