

**APPENDIX 17**

**REQUIRED MODIFICATIONS TO SCHEDULE 15**

**SCHEDULE 15**

**CHARGES**

## **SCHEDULE 15**

### **CHARGES**

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## SCHEDULE 15

### CHARGES

*NOTE: IDA's directed modifications within Schedule 15 cover changes required to the clauses and whether certain new charges should be removed or allowed. IDA is currently reviewing the remaining new charges proposed by OpenNet and will inform the industry of the outcome of the review at a later date.*

### **SCHEDULE 15 – MODIFICATION REQUIRED**

***IDA Directed Modifications: To ensure clarity and consistency among the provisions of the ICO, IDA directs OpenNet to ensure consistency in its usage of defined terms. Without limitation to the foregoing, IDA notes that "Cost-Oriented Basis" is a defined term in Schedule 18, whereas there are numerous references to "cost-oriented basis" and "cost-oriented" throughout this Schedule 15. Where applicable, OpenNet should ensure consistent usage of the term "Cost-Oriented Basis".***

***Arising from the directed modifications to the ICO, IDA understands that there may be consequential changes required to Schedule 15 (e.g., adjustment to the charges and additional charges for new service option). Accordingly, IDA directs OpenNet to propose, for IDA's approval, such consequential modifications as may be necessary based on the above.***

### **GENERAL:**

- (a) The Parties agree to pay the following Charges where applicable in accordance with clauses 5 & 6 of the main body of this ICO Agreement, and the Billing and settlement requirements set out in Schedule 16.
- (b) Except where otherwise indicated, if Charges are expressed to be estimates in this Schedule or elsewhere in this ICO Agreement, OpenNet reserves the right to adjust these Charges from time to time subject to approval from the Authority, and the Parties agree to pay the Charges as adjusted from time to time.
- (c) For the avoidance of doubt, if OpenNet incurs additional costs in relation to the provision of Mandated Services to the Requesting Licensee which cannot otherwise be recovered by OpenNet as a Charge under Schedule 15, OpenNet may recover these

costs from the Requesting Licensee in accordance with the procedures set out in the relevant Schedule.

- (d) Where OpenNet has to determine Charges payable by the Requesting Licensee in this Schedule 15 on a one-time and case-by-case basis, OpenNet shall determine the Charges in accordance with the provisions of this ICO Agreement. Where the Requesting Licensee disputes OpenNet's determination of such Charges, the parties shall resolve such dispute in accordance with Schedule 17 of the ICO Agreement.

## 1. RESIDENTIAL END-USER CONNECTION

### 1.1 General

1.1.1 Detailed information on the service offerings for the Residential End-User Connection can be found in Schedule 1 of this ICO Agreement.

1.1.2 The charges listed below are the rates payable for the Residential End-User Connection applicable to both GPON with splitter and OE with active equipment, and are applicable regardless of whether the Residential End-User Connection is provided by the 1<sup>st</sup> or 2<sup>nd</sup> fibre strand.

### 1.2 Monthly Recurring Charge Per End-User Connection

DESCRIPTION	CHARGES (\$\$)
1:24 split ratio	\$15/month
1:1 split ratio	\$3500/month

### 1.3 Installation Charge

1.3.1 There shall be a one-time Installation Charge payable for per Residential End-User Connection. However, the Installation Charge will be waived unless the home-owner had refused entry to OpenNet's staff or agent the first time. The Installation Charge below applies to per connection where the homes were passed. For the avoidance of doubt, there shall be no one-time Installation Charge payable for the 2<sup>nd</sup> fibre strand of the First Termination Point, and no Onsite Charges payable for the installation of the 2<sup>nd</sup> fibre strand of the First Termination Point.

#### **CLAUSE 1.3.2 – MODIFICATION REQUIRED**

1.3.2 The Installation Charge comprises of the charge payable for the Patching Service within the Building MDF Room, onsite manpower charges and cable drop from DP to First Termination Point.

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building	\$220 per connection
Landed Residential Premise	\$450 per connection

**IDA Directed Modifications: IDA refers OpenNet to its directed modifications in section 7 of the Explanatory Memorandum to this Direction. As stated in the Explanatory Memorandum, it is possible that a Residential Premise can exist within a building that is also used for Non-Residential purpose. In this regard, OpenNet proposed modifications would therefore run contrary to the above. Accordingly, IDA requires OpenNet to reinstate the term “Non-Residential Building” in clause 1.3.2.**

**CLAUSE 1.3.3 – MODIFICATION REQUIRED**

1.3.3 There shall be a one-time Installation Charge payable for the Second Termination Point.

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building	\$303 per connection [To be reviewed by IDA]
Landed Residential Premise	\$578 per connection [To be reviewed by IDA]

**IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 19 of Schedule 1. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 1.3.3. of this Schedule 15 as a consequence of amendments to clause 19 of Schedule 1.**

**IDA refers OpenNet to its directed modifications in section 7 of the Explanatory Memorandum to this Direction. As stated in the Explanatory Memorandum, it is possible that a Residential Premise can exist within a building that is also used for Non-Residential purpose. IDA noted that the proposed new clause 1.3.3 does not address the above scenario. Accordingly, IDA requires OpenNet to propose, for IDA’s approval, modifications to clause 1.3.3. to clarify on the above scenario.**

**CLAUSE 1.3.4 – MODIFICATION REQUIRED**

1.3.4 The Installation Charge do not include TP removal, site reinstatement, overtime Charges (After Office Hours, Weekends and Public Holidays), non-standard installations (eg. special trunking, scaffolding), access fees or other fees specifically described.

**IDA Directed Modifications: Clause 1.3.4 lists several Charges that are purportedly not included in the Installation Charge. Having carefully considered the Charges listed, IDA is of the view that the following Charges should not be included under this clause 1.3.4, for the reasons set out below:**

**(a) “overtime Charges” – the Installation Charge (see clause 1.3.2) already includes onsite manpower charges which should already allow OpenNet to recover any charges for overtime work;**

**(b) “non-standard installation” Charges – OpenNet only offers standard installations under the ICO;**

**(c) “access fees” – these should be borne by OpenNet as part of its obligation to secure the necessary access to buildings; and**

**(d) “other fees specifically described” – IDA considers that this term is vague and may give rise to confusion amongst the industry, as its meaning is uncertain.**

**Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 1.3.4 to remove the above Charges from clause 1.3.4.**

**CLAUSE 1.4 – MODIFICATION REQUIRED**

**1.4 Patching Charge in the CO and MDF Room**

1.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office and/or MDF Room, wherever necessary. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at S\$40 per Patch Cable for patching in the CO and S\$160<sup>[To be reviewed by IDA]</sup> per Patch Cable for patching in the MDF Room, irrespective of whether there are one (1) or two (2) patch points per Patch Cable.

DESCRIPTION	CHARGES (\$\$)
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Per Patch Cable for patching in CO	\$40
Per Patch Cable for patching in MDF Room	\$160 [To be reviewed by IDA]

- 1.4.3 The deactivation of the Patching Service and/or the removal of the relevant Patch Cable will be charged on a per Patch Cable basis, irrespective of whether there are one (1) or two (2) patch points per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (S\$)
Per Patch Cable deactivated/removed in CO	\$30 [To be reviewed by IDA]
Per Patch Cable deactivated/removed in MDF Room	\$150 [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 2 of the Explanatory Memo to this Direction, and accordingly directs OpenNet to propose, for IDA's approval, modifications to clause 1.4 in the manner set out therein.***

## **1.5 Installation of Internal Cabling Charge**

- 1.5.1 OpenNet may levy a charge for installation of internal cabling that exceeds fifteen (15) metres, measured from the point of entry to the Residential Premise to the First Termination Point, at S\$33 per five (5) metres.

### **CLAUSE 1.5.2 – TO BE REVIEWED**

- 1.5.2 OpenNet may levy a charge for installation of internal cabling that exceeds fifteen (15) metres, measured from the point of entry to the Residential Premise to the Second Termination Point, at S\$33<sup>[To be reviewed by IDA]</sup> per five (5) metres.

## **1.6 Onsite Charges**

- 1.6.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30

Saturday	9.00 am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

## **1.7 Cancellation Charge**

- 1.7.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.
- 1.7.2 The Cancellation Charge shall be at the same rate as the Installation Charge and the charge for installation of internal cabling exceeding fifteen (15) metres (where applicable) for the requested service.
- 1.7.3 If OpenNet fails to repair an installation-related fault within seventy-two (72) hours from the commencement of the joint investigation (as set out in Clause 6A of Schedule 1), the Requesting Licensee may elect to cancel such faulty Residential End-User Connection. OpenNet shall waive the cancellation charge if the Requesting Licensee submits OpenNet's standard cancellation form to OpenNet after seventy-two (72) hours from the commencement of the joint investigation but before the fault is rectified.

## **1.8 Pre-mature Termination Charge**

- 1.8.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

## ***CLAUSE 1.9 – APPROVED***

### **1.9 No Fault Found Charge**

- 1.9.1 No Fault Found will be charged at S\$280 per report.

## ***CLAUSE 1.10 – MODIFICATION REQUIRED***

### **1.10 Joint Investigation Charge**

- 1.10.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to

the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 1.10 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

### **1.11 Redundancy Service Charges**

1.11.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

### **CLAUSE 1.12 – MODIFICATION REQUIRED**

#### **1.12 Express Service Activation Request Charge**

1.12.1 The Requesting Licensee is required to pay the sum of S\$55<sup>[To be reviewed by IDA]</sup> for each Request for express service activation in addition to such sum payable for installation.

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 6.11 of Schedule 1, in particular, where IDA directs OpenNet to propose how it would address the situation where it***

**is not able to provision an express service within the stipulated timeline due to OpenNet's fault.**

**Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to this clause 1.12 as a consequence of amendments to clause 6.11 of Schedule 1.**

**CLAUSE 1.13 – MODIFICATION REQUIRED**

**1.13 Cancellation Charge under Express Service Activation**

**1.13.1** The Cancellation Charge shall consist of such sum payable had the installation took place plus a sum of S\$55<sup>[To be reviewed by IDA]</sup>.

**IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 1.12 of this Schedule 15. Depending on the OpenNet's proposal in relation to clause 1.12 above, there may be a need for OpenNet to propose consequential modifications to this clause. Accordingly, IDA directs OpenNet to propose, for IDA's approval, necessary modifications to clause 1.13 as a consequence of amendments to clause 1.12 above.**

**CLAUSE 1.14 – MODIFICATION REQUIRED**

**1.14 Termination Point Relocation, Repair and Replacement, and Removal Charge**

1.14.1 The Requesting Licensee is required to pay for each Request for relocation, repair, replacement and/or removal of termination points and/or fibre cables within the same premise according to the rates listed below:

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building	\$220 per connection [To be reviewed by IDA]
Landed Residential Premise	\$450 per connection [To be reviewed by IDA]
Installation/Removal of fibre cable beyond the first fifteen (15) metres	\$33 per additional five (5) metres block [To be reviewed by IDA]

1.14.2 For the avoidance of doubt, no charges will be payable where repair and replacement is necessary to rectify any defect or fault solely caused by OpenNet.

**IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 11.8(d) of Schedule 1, and directs OpenNet to**

**propose, for IDA’s approval, modifications to this clause 1.14 as a consequence of the directed modifications to clause 11.8(d) of Schedule 1.**

**IDA refers OpenNet to its directed modifications in section 7 of the Explanatory Memorandum to this Direction. As stated in the Explanatory Memorandum, it is possible that a Residential Premise can exist within a building that is also used for Non-Residential purpose. IDA noted that the proposed new clause 1.14 does not address the above scenario. Accordingly, IDA requires OpenNet to propose, for IDA’s approval, modifications to clause 1.14. to clarify on the above scenario.**

### **CLAUSE 1.15 – MODIFICATION REQUIRED**

**1.15 Cancellation Charge under Express Service Activation under Relocation Service within the Same Premise**

**IDA Directed Modifications: Clause 18.6 of Schedule 1 of OpenNet’s Draft Revised ICO states that there shall be no Express Service Activation for a Request for Relocation Service. The current wording of clause 1.15 is therefore inconsistent with the terms of clause 18.6 of Schedule 1.**

**Accordingly, IDA directs OpenNet to remedy this inconsistency. For example, to fulfil this requirement, OpenNet may replace the text of clause 1.15 with the words “Cancellation Charge under Relocation Service within the Same Premise”.**

**1.15.1** In the event that the Requesting Licensee decides to cancel its Request before the RFS date, the Requesting Licensee shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled Request (to be recovered on a cost-oriented basis).

### **CLAUSE 1.16 – MODIFICATION REQUIRED**

**1.16 Missed Appointment Charge**

**1.16.1** In the event that the Requesting Licensee fails to inform OpenNet of the changes in the appointment date/time and OpenNet’s Contractor has reached the residential premises at the appointed date/time, the Requesting Licensee shall be liable to the missed appointment charge of S\$50<sup>[To be reviewed by IDA]</sup>.

**IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 1.16 to comply with the above.**

**CLAUSE 1.17 – MODIFICATION REQUIRED**

**1.17 Relocation Service of Residential End-User Connection From One Residential Address to Another Residential Address Charge**

1.17.1 The Requesting Licensee is required to pay a one-time Relocation Service Charge of S\$67.52<sup>[To be reviewed by IDA]</sup> in addition to such sum payable for installation, activation and deactivation of Patching in the CO and MDF room.

DESCRIPTION	CHARGES (S\$)
Relocation Service Charge per Residential End-User Connection	\$67.52 [To be reviewed by IDA]

**IDA Directed Modifications: IDA refers OpenNet to section 2 of the Explanatory Memorandum to this Direction. In particular, IDA had required OpenNet to remove its proposed new charges relating to patching in the MDF Room and the deactivation of the patching service and/or removal of the relevant patch cable. The exception to the above will be the deactivation of the patching service and/or removal of the relevant patch cable in the MDF Room during the relocation of services to a different premise.**

**Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 1.17 in order to ensure that OpenNet’s proposed relocation service charge meets IDA’s requirements as stated above.**

**CLAUSE 1.18 – MODIFICATION REQUIRED**

**1.18 Cancellation / Missed Appointment Charge of Fault Reported**

1.18.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (S\$)
Cancellation/Missed Appointment Charge of fault reported	\$50 [To be reviewed by

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to clause 1.18 to comply with the above.***

## 2. NON-RESIDENTIAL END-USER CONNECTION

### 2.1 General

- 2.1.1 Detailed information on the service offerings for the Non-Residential End-User Connection can be found in Schedule 2 of this ICO Agreement.
- 2.1.2 The charges listed below are the rates payable for the Non-Residential End-User Connection applicable to both GPON with splitter and OE with active equipment.
- 2.1.3 For the avoidance of doubt, all charges in this Section 2 apply on a per connection basis.

### **CLAUSE 2.2 – TO BE REVIEWED**

#### 2.2 Monthly Recurring Charge Per End-User Connection

DESCRIPTION	CHARGES (\$\$) FOR EACH TERM OF	
	1 month	12 months
1: 16 split ratio	\$300/month [To be reviewed by IDA]	\$50/month
1:1 split ratio	-	\$3500/month

#### 2.3 Installation Charges

- 2.3.1 The one-time Standard Installation Charge includes charges for Patching Service at the Building MDF Room and onsite manpower charges.

### **CLAUSE 2.3.2 – MODIFICATION REQUIRED**

- 2.3.2 Where requested by the Requesting Licensee, the Installation of Network Charge shall be payable for the installation of vertical fibre / in-building cabling, ducting and/or enclosure from the FTTB Node to the 1<sup>st</sup> TP of the Non-Residential Premise.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$150 per connection
Installation of Network Charge	\$363 per connection



***IDA Directed Modifications: IDA has reviewed OpenNet's proposed changes to clause 2.3.2 and notes that it is contrary to OpenNet's earlier position that it would install the cable tray where required. Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to this clause 2.3.2 to reinstate the item of cable tray.***

### **CLAUSE 2.3.3 – MODIFICATION REQUIRED**

2.3.3 For avoidance of doubt, the Installation of Network Charge shall be payable for the installation of vertical fibre / in-building cabling from the FTTB Node to each additional Termination Point of the Non-Residential Premise. The Standard Installation Charge and Installation of Network Charge do not include TP removal, site reinstatement, overtime Charges (After Office Hours, Weekends and Public Holidays), non-standard installations (eg. special trunking, scaffolding), access fees or other fees specifically described.

***IDA Directed Modifications: Clause 2.3.3 lists several Charges that are purportedly not included in the Installation Charge. Having carefully considered the Charges listed, IDA is of the view that the following Charges should not be included under this clause 2.3.3, for the reasons set out below:***

- (a) "overtime Charges" – the Installation Charge (see clause 2.3.1) already includes onsite manpower charges which should already allow OpenNet to recover any charges for overtime work;***
- (b) "non-standard installation" Charges – OpenNet only offers standard installations under the ICO;***
- (c) "access fees" – these should be borne by OpenNet as part of its obligation to secure the necessary access to buildings; and***
- (d) "other fees specifically described" – IDA considers that this term is vague and may give rise to confusion amongst the industry, as its meaning is uncertain.***

***Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to clause 2.3.3 to remove the above Charges from clause 2.3.3.***

### **CLAUSE 2.3.4 – MODIFICATION REQUIRED**

2.3.4 The deactivation of the Patching Service and/or the removal of the relevant Patch Cable will be charged on a per Patch Cable basis, irrespective of whether there are one (1) or two (2) patch points per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable deactivated/removed in CO	\$30 [To be reviewed by IDA]
Per Patch Cable deactivated/removed in MDF Room	\$150 [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications at section 2 of the Explanatory Memo, and accordingly directs OpenNet to propose, for IDA’s approval, modifications to clause 2.3.4 in the manner set out therein.***

**CLAUSES 2.4 AND 2.5 – APPROVED**

**2.4 Patching Charge in the CO**

2.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at S\$40 per Patch Cable, irrespective of whether there are one (1) or two (2) patch points per Patch Cable.

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable	\$40

**2.5 Onsite Charges**

2.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20

Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

## **2.6 Cancellation Charge**

2.6.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

2.6.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

## **2.7 Pre-mature Termination Charge**

2.7.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

## ***CLAUSE 2.8 – APPROVED***

### **2.8 No Fault Found Charges**

2.8.1 No Fault Found will be charged at S\$280 per report.

## ***CLAUSE 2.9 – MODIFICATION REQUIRED***

### **2.9 Joint Investigation Charge**

2.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30

Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 2.9 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

## **2.10 Redundancy Service Charges**

2.10.1 OpenNet will provide Redundancy Services at the same Monthly Recurring Charge listed above.

## **CLAUSE 2.11 – MODIFICATION REQUIRED**

### **2.11 Express Service Activation Request Charge**

2.11.1 The Requesting Licensee is required to pay the sum of S\$150<sup>[To be reviewed by IDA]</sup> for each Request for “express” service activation in addition to such sum payable for the Installation.

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clauses 6.14 and 6.15 of Schedule 2, in particular, where IDA directs OpenNet to propose how it would address the situation where it is not able to provision an express service within the stipulated timeline due to OpenNet’s fault.***

***Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to this clause 2.11 as a consequence of amendments to clauses 6.14 and 6.15 of Schedule 2.***

**CLAUSE 2.12 – MODIFICATION REQUIRED**

**2.12 Cancellation Charge under Express Service Activation**

2.12.1 The Cancellation Charge shall consist of such sum payable had the installation took place plus a sum of S\$150<sup>[To be reviewed by IDA]</sup>.

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 2.11 of this Schedule 15. Depending on the OpenNet’s proposal in relation to clause 2.11 above, there may be a need for OpenNet to propose consequential modifications to this clause. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to this clause 2.12 as a consequence of amendments to clause 2.11 above.***

**CLAUSE 2.13 – MODIFICATION REQUIRED**

**2.13 Termination Point Relocation, Repair & Replacement, or Removal Charge**

2.13.1 The Requesting Licensee is required to pay for each Request for relocation, repair & replacement or removal of termination points and/or fibre cables all within the same premise for the same End-User according to the rate listed below.

DESCRIPTION	CHARGES (S\$)
Request for i. Relocation; ii. Repair & Replacement; or iii. Removal of Termination Point and/or fibre cables.	S\$363 per Request [To be reviewed by IDA]

2.13.2 For the avoidance of doubt, no charges will be payable where repair and replacement is necessary to rectify any defect or fault solely caused by OpenNet.

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 11.8(d) of Schedule 2, and directs OpenNet to propose, for IDA’s approval, modifications to this clause 2.13 as a consequence of the directed modifications to clause 11.8(d) of Schedule 2.***

**CLAUSE 2.14 – MODIFICATION REQUIRED**

**2.14 Cancellation Charge under Express Service Activation under Relocation Service within the Same Premise**

**IDA Directed Modifications: IDA notes that there is an error in the wording of clause 2.14, and accordingly directs OpenNet to correct the error. For example, to fulfil this requirement, OpenNet may replace the text of clause 2.14 with the words “Cancellation Charge under Relocation Service within the Same Premise”.**

2.14.1 In the event that the Requesting Licensee decides to cancel its Request before the RFS date, the Requesting Licensee shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled Request (to be recovered on a cost-oriented basis).

**CLAUSE 2.15 – MODIFICATION REQUIRED**

**2.15 Relocation Service of Non-Residential End-User Connection to Another Address Charge**

2.15.1 The Requesting Licensee is required to pay a one-time Relocation Service Charge of S\$67.52<sup>[To be reviewed by IDA]</sup> in addition to such sum payable for installation.

DESCRIPTION	CHARGES (S\$)
Relocation Service per Non-Residential End-User Connection	\$67.52 [To be reviewed by IDA]

**IDA Directed Modifications: For purposes of clarity, IDA is of the view that there is merit for OpenNet to align the drafting of this clause to clause 1.17 of this Schedule 15.**

**When proposing the necessary modifications to clause 2.15, OpenNet should take note of section 2 of the Explanatory Memorandum to this Direction where IDA had required OpenNet to remove its proposed new charges relating to patching in the MDF Room and the deactivation of the patching service and/or removal of the relevant patch cable. The exception to the above will be the deactivation of the patching service and/or removal of the relevant patch cable in the MDF Room during the relocation of services to a different premise.**

**Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 2.15 in comply with the above.**

**CLAUSE 2.16 – MODIFICATION REQUIRED**

**2.16 Cancellation / Missed Appointment Charge of Fault Reported**

2.16.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 2.16 to comply with the above.***

### 3. NBAP CONNECTION

#### 3.1 General

3.1.1 Detailed information on the service offerings for the NBAP Connection can be found in Schedule 3 of this ICO Agreement.

3.1.2 The charges listed below are the prices payable for the NBAP Connection applicable to both GPON with splitter and OE with the Requesting Licensee's active equipment.

#### **CLAUSE 3.2 – TO BE REVIEWED**

#### 3.2 Monthly Recurring Charge Per NBAP Connection

	CHARGES (\$\$) FOR EACH TERM OF	
DESCRIPTION	1 month	12 months
1: 16 split ratio	\$1100/month [To be reviewed by IDA]	\$185/month

#### 3.3 Installation Charges

3.3.1 The one-time Standard Installation Charge payable includes charges for Patching Service at the Building MDF Room and onsite manpower charges.

3.3.2 There will also be a one-time charge payable for digging/trenching work done in order to lay the ducts. This charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$150 per connection
Digging/Trenching Work	Case-by-case basis

#### **CLAUSE 3.3.3 – MODIFICATION REQUIRED**

3.3.3 In the event that OpenNet has to incur any additional cost (e.g. overtime charges, special trunking, scaffolding etc) to carry out the installation work, OpenNet shall recover the same on a cost-orientated basis.



**IDA Directed Modifications: IDA understands that all costs related to the installation of NBAP Connections should already have been provided for under clause 3.3.2. In the absence of any explanation by OpenNet, IDA does not consider that there is any sound basis for the insertion of additional costs under clause 3.3.3. Accordingly, IDA directs OpenNet to remove this clause 3.3.3.**

**CLAUSES 3.4 AND 3.5 – APPROVED**

**3.4 Patching Charge**

3.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at S\$40 per Patch Cable, irrespective of whether there are one (1) or two (2) patch points per Patch Cable.

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable	\$40

**3.5 Onsite Charges**

3.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**CLAUSE 3.6 – TO BE REVIEWED**

### **3.6 Cancellation Charges**

3.6.1 In the event that the Requesting Licensee fails to provide its acceptance of the service activation period and/or agreement to pay the one-time installation charge in accordance with clause 5.11 of Schedule 3, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled.

DESCRIPTION	CHARGES (S\$)
Cancellation charges before its acceptance of the service activation period and/or agreement to pay the one-time installation charge	\$627.54 [To be reviewed by IDA]

3.6.2 In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the service activation period and agreement to pay the one-time Installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, the charge payable for digging/trenching work and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled Request (to be recovered on a cost-oriented basis).

### **3.7 Pre-mature Termination Charge**

3.7.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

### ***CLAUSE 3.8 – APPROVED***

#### **3.8 No Fault Found Charge**

3.8.1 No Fault Found will be charged at S\$280 per report.

3.8.2 Trouble Report generation (at Requesting Licensee's request) will be charged at S\$100 per report.

### ***CLAUSE 3.9 – MODIFICATION REQUIRED***

#### **3.9 Joint Investigation Charge**

3.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 3.9 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

### 3.10 Redundancy Service Charges

3.10.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

## **CLAUSE 3.11 – APPROVED**

### 3.11 Termination Point Removal

3.11.1 The Requesting Licensee is required to pay for each Request for removal of termination points and/or fibre cables according to the rate listed below.

DESCRIPTION	CHARGES (S\$)
Request for Removal of Termination Point and/or fibre cables.	Cost-Oriented Charges

**CLAUSE 3.12 – MODIFICATION REQUIRED**

**3.12 Cancellation / Missed Appointment Charge of Fault Reported**

3.12.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 3.12 to comply with the above.***

#### 4. CO TO CO CONNECTION

##### 4.1 General

4.1.1 Detailed information on the service offerings for the CO to CO Connection can be found in Schedule 4 of this ICO Agreement.

4.1.2 The charges listed below are the charges payable for per segment of CO to CO Connection.

##### 4.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	\$6000/month

##### 4.3 Standard Installation Charge

4.3.1 The one-time Standard Installation Charge payable includes charges for Patching Service at the CO and onsite manpower.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$50 per segment

#### **CLAUSE 4.4 – APPROVED**

##### 4.4 Onsite Charges

4.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**4.5 Cancellation Charge**

- 4.5.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.
- 4.5.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

**4.6 Pre-mature Termination Charge**

- 4.6.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

***CLAUSE 4.7 – APPROVED***

**4.7 No Fault Found Charge**

- 4.7.1 No Fault Found will be charged at S\$280 per report.

***CLAUSE 4.8 – MODIFICATION REQUIRED***

**4.8 Joint Investigation Charge**

- 4.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 4.8 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.**

**4.9 Redundancy Service Charges**

OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 4.10 – TO BE REVIEWED**

**4.10 Optical Power Readings Request**

4.10.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 4.11 – MODIFICATION REQUIRED**

**4.11 Cancellation / Missed Appointment Charge of Fault Reported**

4.11.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

**IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 4.11 to comply with the above.**

## 5. CO TO BUILDING MDF ROOM CONNECTION

### 5.1 General

5.1.1 Detailed information on the service offerings for the CO to Building MDF Room Connection can be found in Schedule 5 of this ICO Agreement.

5.1.2 The charges listed below are the prices payable for per segment of CO to Building MDF Room Connection.

### 5.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	\$2300/month

### 5.3 Standard Installation Charge

5.3.1 The Standard Installation Charge includes charges for Patching Service at the CO and at the Building MDF Room, and onsite manpower.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$180 per segment

## **CLAUSE 5.4 – APPROVED**

### 5.4 Onsite Charges

5.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40



**5.5 Cancellation Charge**

5.5.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

5.5.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

**5.6 Pre-mature Termination Charge**

5.6.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

***CLAUSE 5.7 – APPROVED***

**5.7 No Fault Found Charge**

5.7.1 No Fault Found will be charged at S\$280 per report.

***CLAUSE 5.8 – MODIFICATION REQUIRED***

**5.8 Joint Investigation Charge**

5.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 5.8 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.**

**5.9 Redundancy Service Charges**

5.9.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 5.10 – TO BE REVIEWED**

**5.10 Optical Power Readings Request**

5.10.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 5.11 – MODIFICATION REQUIRED**

**5.11 Cancellation / Missed Appointment Charge of Fault Reported**

5.11.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

**IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 5.11 to comply with the above.**

**6. BUILDING MDF ROOM TO FTTB NODE CONNECTION**

**6.1 General**

6.1.1 Detailed information on the service offerings for the Building MDF Room to FTTB Node Connection can be found in Schedule 6 of this ICO Agreement.

6.1.2 The charges listed below are the prices payable for per segment of Building MDF Room to FTTB Node Connection.

**6.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	\$1200/month

**6.3 Standard Installation Charge**

6.3.1 The Standard Installation Charge includes charges for Patching Service at the Building MDF Room and at the FTTB Node and onsite manpower charges.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$300 per segment

**CLAUSE 6.4 – APPROVED**

**6.4 Onsite Charges**

6.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**6.5 Cancellation Charge**

6.5.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

6.5.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

**6.6 Pre-mature Termination Charge**

6.6.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

**CLAUSE 6.7 – APPROVED**

**6.7 No Fault Found Charge**

6.7.1 No Fault Found will be charged at S\$280 per report.

**CLAUSE 6.8 – MODIFICATION REQUIRED**

**6.8 Joint Investigation Charge**

6.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 6.8 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.**

**6.9 Redundancy Service Charges**

6.9.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 6.10 – TO BE REVIEWED**

**6.10 Optical Power Readings Request**

6.10.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 6.11 – MODIFICATION REQUIRED**

**6.11 Cancellation / Missed Appointment Charge of Fault Reported**

6.11.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

**IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 6.11 to comply with the above.**

## 7. FTTB NODE TO DP CONNECTION

### 7.1 General

7.1.1 Detailed information on the service offerings for the FTTB to DP Connection can be found in Schedule 7 of this ICO Agreement.

7.1.2 The charges listed below are the prices payable per segment of FTTB Node to DP Connection.

### 7.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre (Residential)	\$7.50/month
Per Segment Fibre (Non-Residential)	\$30/month

### 7.3 Installation Charges

7.3.1 The Standard Installation Charge will include Patching Service at the FTTB Node and at the DP, onsite manpower and patch cable charges.

#### **CLAUSE 7.3.2 – MODIFICATION REQUIRED**

7.3.2 Where OpenNet has not rolled out its Network to the DP for the Non-Residential Building, the Installation of Network Charge is applicable for the installation of vertical fibre / in-building cabling, ducting and/or enclosure from the FTTB Node to the DP. This Charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge (Residential)	\$260 per segment
Standard Installation Charge (Non-Residential)	\$440 per segment
Installation of Network Charge	Case-by-case basis

***IDA Directed Modifications: IDA understands that, where OpenNet is unable to rollout using the existing telecom infrastructure in the building, it may install its own cable tray (which cost would be included in the Installation of Network Charge). Since OpenNet would recover the***

**cost on a Cost Oriented Basis, there is no reason for OpenNet to remove the item of cable tray from this clause. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to this clause 7.3.2 to reinstate the item of cable tray.**

**CLAUSE 7.4 – APPROVED**

**7.4 Onsite Charges**

7.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**7.5 Cancellation Charge**

7.5.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

7.5.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

**CLAUSE 7.6 – APPROVED**

**7.6 Rejection Charge**

7.6.1 The Rejection Charge shall be fixed at S\$150.

**7.7 Pre-mature Termination Charge**

7.7.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

**CLAUSE 7.8 – APPROVED**

**7.8 No Fault Found Charge**

7.8.1 No Fault Found will be charged at S\$280 per report.

**CLAUSE 7.9 – MODIFICATION REQUIRED**

**7.9 Joint Investigation Charge**

7.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 7.9 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

**7.10 Redundancy Service Charges**



7.10.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 7.11 – TO BE REVIEWED**

**7.11 Optical Power Readings Request**

7.11.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 7.12 – MODIFICATION REQUIRED**

**7.12 Cancellation / Missed Appointment Charge of Fault Reported**

7.12.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 7.12 to comply with the above.***

## 8. BUILDING MDF ROOM TO RESIDENTIAL PREMISE CONNECTION

### 8.1 General

8.1.1 Detailed information on the service offerings for the Building MDF Room to Residential Premise Connection can be found in Schedule 8 of this ICO Agreement.

8.1.2 The charges listed below are the rates payable for per segment of Building MDF Room to Residential Premise Connection.

### 8.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	\$1200/month

### 8.3 Installation Charge

8.3.1 The Installation Charge is waived unless the home-owner refused entry to OpenNet's staff or agent the first time. The Installation Charges below apply per connection where the homes were passed.

#### **CLAUSE 8.3.2 – MODIFICATION REQUIRED**

8.3.2 The Installation Charge includes Patching Service at the Building MDF Room and onsite manpower and cable drop from DP to 1<sup>st</sup> TP.

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building/	\$220 per premise
Landed Residential Premise	\$450 per premise

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications in section 7 of the Explanatory Memorandum to this Direction. As stated in the Explanatory Memorandum, it is possible that a Residential Premise can exist within a building that is also used for Non-Residential purpose. In this regard, OpenNet proposed modifications would therefore run contrary to the above. Accordingly, IDA requires OpenNet to reinstate the term "Non-Residential Building" in clause 8.3.2.***

## **CLAUSES 8.4 AND 8.5 – APPROVED**

### **8.4 Installation of Internal Cabling Charge**

8.4.1 OpenNet may charge for installation of internal cabling that exceeds fifteen (15) metres at S\$33 per five (5) metres

### **8.5 Onsite Charges**

8.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

### **8.6 Cancellation Charge**

8.6.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

8.6.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge and the charge for installation of internal cabling exceeding fifteen (15) metres (where applicable) for the requested service.

### **8.7 Pre-mature Termination Charge**

8.7.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

**CLAUSE 8.8 – APPROVED**

**8.8 No Fault Found Charge**

8.8.1 No Fault Found will be charged at S\$280 per report.

**CLAUSE 8.9 – MODIFICATION REQUIRED**

**8.9 Joint Investigation Charge**

8.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 8.9 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

**8.10 Redundancy Service Charges**

8.10.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 8.11 – TO BE REVIEWED**

**8.11 Optical Power Readings Request**

8.11.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 8.12 – MODIFICATION REQUIRED**

**8.12 Cancellation / Missed Appointment Charge of Fault Reported**

8.12.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (S\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 8.12 to comply with the above.***

## 9. BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION

### 9.1 General

9.1.1 Detailed information on the service offerings for the Building MDF Room to Non-Residential Premise Connection can be found in Schedule 9 of this ICO Agreement.

9.1.2 The charges listed below are the rates payable for per segment of Building MDF Room to Non-Residential Premise Connection.

9.1.3 For the avoidance of doubt, all charges in this Section 9 apply on a per connection basis.

### 9.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	\$1200/month

### 9.3 Installation Charges

9.3.1 The Standard Installation Charge includes charges for Patching Service at the Building MDF Room and onsite manpower charges.

#### **CLAUSE 9.3.2 – MODIFICATION REQUIRED**

9.3.2 The Installation of Network Charge includes installation of vertical fibre / in-building cabling, ducting and/or enclosure from the Building MDF Room to the 1<sup>st</sup> TP of the Non-Residential Premise. This Charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$220 per segment
Installation of Network Charge	Case-by-case basis

***IDA Directed Modifications: IDA understands that, where OpenNet is unable to rollout using the existing telecom infrastructure in the building, it may install its own cable tray (which cost would be included in the Installation of Network Charge). Since OpenNet would recover the cost on a Cost Oriented Basis, there is no reason for OpenNet to remove***

***the item of cable tray from this clause. Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to this clause 9.3.2 to reinstate the item of cable tray.***

**CLAUSE 9.4 - APPROVED**

**9.4 Onsite Charges**

9.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

**9.5 Cancellation Charge**

9.5.1 OpenNet will charge for cancellation of any Request submitted by the Requesting Licensee before the RFS date.

9.5.2 The Cancellation Charge shall be at the same rate as the respective Installation Charge for the requested service.

**CLAUSE 9.6 – APPROVED**

**9.6 Rejection Charge**

9.6.1 The Rejection Charge shall be fixed at S\$150.

**9.7 Pre-mature Termination Charge**

9.7.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

**CLAUSE 9.8 – APPROVED**

**9.8 No Fault Found Charge**

9.8.1 No Fault Found will be charged at S\$280 per report.

**CLAUSE 9.9 – MODIFICATION REQUIRED**

**9.9 Joint Investigation Charge**

9.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 9.9 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

**9.10 Redundancy Service Charges**



9.10.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 9.11 – TO BE REVIEWED**

**9.11 Optical Power Readings Request**

9.11.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 9.12 – MODIFICATION REQUIRED**

**9.12 Cancellation / Missed Appointment Charge of Fault Reported**

9.12.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 9.12 to comply with the above.***

**10. CO TO NBAP DP CONNECTION**

**10.1 General**

10.1.1 Detailed information on the service offerings for the CO to NBAP DP Connection can be found in Schedule 10 of this ICO Agreement.

10.1.2 The charges listed below are the rates payable for per segment of CO to NBAP DP Connection.

**10.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	\$3500/month

**10.3 Installation Charges**

10.3.1 The one-time Standard Installation Charge includes Patching Services at the CO and NBAP DP and onsite manpower.

10.3.2 There will also be a one-time charge payable for digging/trenching work done in order to lay the ducts. This charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$300 per segment
Digging/Trenching Work	Case-by-case basis

**CLAUSE 10.4 – APPROVED**

**10.4 Onsite Charges**

10.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
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Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

## **10.5 Cancellation Charges**

10.5.1 In the event that the Requesting Licensee fails to provide its acceptance of the service activation period and/or agreement to pay the one-time installation charge in accordance with clause 5.11 of Schedule 10, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis).

10.5.2 In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the service activation period and agreement to pay the one-time Installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, the charge payable for digging/trenching work and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled Request (to be recovered on a cost-oriented basis).

## **10.6 Pre-mature Termination Charge**

10.6.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

## ***CLAUSES 10.7 – APPROVED***

### **10.7 No Fault Found Charge**

10.7.1 No Fault Found will be charged at S\$280 per report.

10.7.2 Trouble Report generation (at Requesting Licensee's request) will be charged at S\$100 per report.

**CLAUSE 10.8 – MODIFICATION REQUIRED**

**10.8 Joint Investigation Charge**

10.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 10.8 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

**10.9 Redundancy Service Charges**

10.9.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

**CLAUSE 10.10 – TO BE REVIEWED**

**10.10 Optical Power Readings Request**

10.10.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

**CLAUSE 10.11 – MODIFICATION REQUIRED**

**10.11 Cancellation / Missed Appointment Charge of Fault Reported**

10.11.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 10.11 to comply with the above.***

## 11. NBAP DP TO NBAP TP CONNECTION

### 11.1 General

11.1.1 Detailed information on the service offerings for the NBAP DP to NBAP TP Connection can be found in Schedule 11 of this ICO Agreement.

11.1.2 The charges listed below are the rates payable for per segment of NBAP DP to NBAP TP Connection.

### 11.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	\$1325/month

### 11.3 Installation Charges

11.3.1 The one-time Standard Installation Charge includes Patching Service at the NBAP DP and onsite manpower.

11.3.2 There will also be a one-time charge payable for digging/trenching work done in order to lay the ducts. This charge will be cost-oriented and determined on a case by case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$150 per segment
Digging/Trenching Work	Case-by-case basis

## **CLAUSE 11.4 – APPROVED**

### 11.4 Onsite Charges

11.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20

Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

## **11.5 Cancellation Charges**

11.5.1 In the event that the Requesting Licensee fails to provide its acceptance of the service activation period and/or agreement to pay the one-time installation charge in accordance with clause 5.10 of Schedule 11, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis).

11.5.2 In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the service activation period and agreement to pay the one-time Installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, the charge payable for digging/trenching work and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled Request (to be recovered on a cost-oriented basis).

## **11.6 Pre-mature Termination Charge**

11.6.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

## ***CLAUSE 11.7 – APPROVED***

### **11.7 No Fault Found Charge**

11.7.1 No Fault Found will be charged at S\$280 per report.

## ***CLAUSE 11.8 – MODIFICATION REQUIRED***

### **11.8 Joint Investigation Charge**

11.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

***IDA Directed Modifications: IDA had previously required OpenNet to propose an outcome-based fault investigation process such that if a particular fault is due to OpenNet, no joint investigation charge should be imposed on the affected Requesting Licensee. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 11.8 to expressly give effect to the requirement above. Without limitation to the above, OpenNet should clarify that it will not charge for every joint investigation visit. For example, OpenNet may replace the words “OpenNet will charge for every joint investigation” with “OpenNet will charge for a joint investigation visit where applicable”.***

## **11.9 Redundancy Service Charges**

11.9.1 OpenNet will provide Redundancy Service at the same Monthly Recurring Charge listed above.

## **CLAUSE 11.10 – TO BE REVIEWED**

### **11.10 Optical Power Readings Request**

11.10.1 The Requesting Licensee is required to pay a charge of S\$20<sup>[To be reviewed by IDA]</sup> for requesting OpenNet to provide the optical power readings per Connection.

## **CLAUSE 11.11 – MODIFICATION REQUIRED**



**11.11 Cancellation / Missed Appointment Charge of Fault Reported**

11.11.1 There shall be a one-time Cancellation/Missed Appointment Charge payable per fault reported in the event the Requesting Licensee cancels or fails to inform OpenNet of the changes in the appointment date/time.

DESCRIPTION	CHARGE (\$\$)
Cancellation/Missed Appointment Charge of fault reported	\$50  [To be reviewed by IDA]

***IDA Directed Modifications: IDA refers OpenNet to section 12 of the Explanatory Memo. In particular, IDA had directed OpenNet to remove its proposed Missed Appointment Charges from its Draft Revised ICO. Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 11.11 to comply with the above.***

## 12. CO-LOCATION SERVICE

### 12.1 General

12.1.1 Detailed information on the service offerings for the Co-Location Service can be found in Schedule 12 of this ICO Agreement.

12.1.2 The charges listed below are applicable for Co-Location Service in the Central Office.

### 12.2 Co-location Space

12.2.1 Depending on the term of the licence requested by the Requesting Licensee, different monthly rates shall be payable. This cost is charged based on the total equipment footprint, provided always that the Requesting Licensee has complied fully with all the requirements contained in Schedule 12. For avoidance of doubt, the total equipment footprint shall be rounded up to the next whole unit.

12.2.2 The respective rates for the different length of terms are listed in the table below.

DESCRIPTION	CHARGES (\$\$)
Per Square Metre (for 25 year term)	\$367/month*
Per Square Metre (for 2 year term)	\$500/month*

\* The following basic facilities will be provided at the Co-location Space (as part of the Co-Location Service):

- Air conditioning system (which provides cooling of up to 250W per square metre);
- Independent air-cooled fan coil unit (which provides backup cooling);
- Power (redundancy unit);
  - N+N dual feed incoming electricity supply;
  - Standby generator;
  - Underground fuel storage facility (which ensures adequate fuel for 48 hours during emergencies, supplemented by 4-hour urgent diesel supply arrangement that is subject to Government’s fuel rationing policy during emergencies);
- Transmission Tie Cable;

- Gas suppression system (FM200 or similar);
- Security for Central Office (24 hours a day, 7 days a week); and
- Security card access system.

**CLAUSE 12.3 – MODIFICATION REQUIRED**

**12.3 Power Charges**

12.3.1 OpenNet will provide a minimum of 16 fused amp for AC and 20 fused amp for DC to the Requesting Licensee at the rate below.

DESCRIPTION	CHARGES (\$\$)
Per Fused Amp	\$32/month

***IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 1.5.2 of Schedule 12 Annex 12D, and directs OpenNet to propose, for IDA’s approval, modifications to this clause 12.3 as a consequence of the directed modifications to clause 1.5.2 of Schedule 12 Annex 12D.***

**CLAUSE 12.4 – APPROVED**

**12.4 Ordering Charge**

12.4.1 Each Co-location Request will be charged at S\$50. This charge will be payable even if the order is rejected unless the Request was wrongfully rejected by OpenNet.

DESCRIPTION	CHARGES (\$\$)
Per Order	\$50

**12.5 Project Study**

12.5.1 Project study charges will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

**12.6 Site Preparation & Installation Charge**

12.6.1 Site Preparation & Installation will include site preparation work (M&E works) and charges for acquiring permits (where necessary) from the Fire Safety Bureau and Building & Construction Authority.

12.6.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**CLAUSE 12.7 – MODIFICATION REQUIRED**

**12.7 Onsite Charges**

12.7.1 OpenNet will provide supervision of onsite work and escort services. This service will be charged according to the time spent by OpenNet’s staff. The detailed breakdown of the rates are listed in the table below.

PERIOD	CHARGE (S\$)
During Office Hours (Monday to Friday 9.00am to 5.00pm)	\$90.50/hr (min of 2hrs)
After Office Hours (Monday to Friday after 5.00pm to 9.00am the next weekday, or Friday after 5.00pm to Saturday 12.00am)	\$135.80/hr (min of 2hrs)
Saturday	\$135.80/hr (min of 4hrs)
Sunday to 9.00am the next day (requiring less than 4 hrs)	\$800 (per activation)
Sunday to 9.00am the next day (requiring more than 4 hrs)	\$1,600 (per activation)
Public Holidays to 9.00am the next day	\$1,500 (per activation)

12.7.2 In addition to the charges stated above, the Requesting Licensee will have to reimburse OpenNet for the transport claims of its staff.

***IDA Directed Modifications: A comment was made that, in cases where a Requesting Licensee requests for supervision of onsite work and escort services during Office Hours, and the service extends beyond Office Hours due to the fault of OpenNet, OpenNet should only be entitled to impose charges based on the original requested timing.***

***After careful consideration, IDA considers it reasonable that Requesting Licensees should not be made to pay additional charges for services that extend beyond the original requested timing, where the overrun is due to the fault of OpenNet.***

***Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to clause 12.7 to state that, where supervision of onsite work and escort services are being provided by OpenNet, and such supervision/services extend beyond the original requested timing solely due to OpenNet being late for the appointment and/or other reasons attributable to OpenNet, OpenNet shall only impose charges based on the original requested timing.***

**12.8 Physical Access/ Emergency Physical Access Charge**

12.8.1 This Charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

**12.9 Updating Access List Charge**

DESCRIPTION	CHARGES (\$\$)
Per Update	\$20

**12.10 Co-location Equipment Modification Charges**

12.10.1 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**12.11 Termination Charges**

12.11.1 Termination of the Co-location Service involves:

- (i) Reinstatement of the Co-location Space;
- (ii) Removal of Patching Service;

- (iii) Recovery of equipment (including the Transmission Tie Cable from the Co-location Space)

12.11.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**12.12 Pre-mature Termination Charge**

12.12.1 Pre-mature termination of service contracts will be liable to charges at 100% of the remaining contractual value.

**12.13 Reconnection Charge**

12.13.1 The Reconnection Charge will be applicable in the event of the lifting of suspension of the ICO Agreement or Schedule 12 (unless OpenNet was responsible for the said suspension), and will be charged on a per request per Central Office basis.

12.13.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**12.14 Fibre Splicing Charge**

12.14.1 The Fibre Splicing Charge is applicable for termination of the Transmission Tie Cable at the Requesting Licensee’s FDF in its Co-location Space.

DESCRIPTION	CHARGES (\$\$) Exclude materials
Fibre Splicing at the Requesting Licensee’s FDF	\$50 per splice

**12.15 No Fault Found Charge**

12.15.1 Same as Onsite Charges.

**12A. RL TO RL INTERCONNECTION SERVICE**

**12A.1 General**

**12A.1.1** Detailed information on the service offerings for the RL to RL Interconnection Service can be found in Schedule 12A of this ICO Agreement.

**12A.1.2** The charges listed below are applicable for the RL to RL Interconnection Service.

**CLAUSE 12A.2 – APPROVED**

**12A.2 Request Charge**

**12A.2.1** Each RL to RL Interconnection Request will be charged at S\$50. This charge will be payable even if the order is rejected.

<b>DESCRIPTION</b>	<b>CHARGES (S\$)</b>
Per Request	\$50

**12A.3 Project Study**

**12A.3.1** Project study charges will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

**12A.4 Site Preparation & Installation Charge**

**12A.4.1** Site Preparation & Installation will include site preparation work (M&E works); setting up direct connections between two Requesting Licensees and charges for acquiring permits (where necessary) from the Fire Safety Bureau and Building & Construction Authority.

**12A.4.2** This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**CLAUSE 12A.5 – MODIFICATION REQUIRED**

**12A.5 Onsite Charges**

**12A.5.1** OpenNet will provide supervision of onsite work and escort services. This service will be charged according to the time spend by OpenNet’s staff. The detailed breakdown of the rates are listed in the table below.

<b>PERIOD</b>	<b>CHARGE (\$\$)</b>
During Office Hours (Monday to Friday 9.00am to 5.00pm)	\$90.50/hr (min of 2hrs)
After Office Hours (Monday to Friday after 5.00pm to 9.00am the next weekdays, or Friday after 5.00pm to Saturday 12.00am)	\$135.80/hr (min of 2hrs)
Saturday	\$135.80/hr (min of 4hrs)
Sunday to 9.00 am the next day (requiring less than 4 hrs)	\$800 (per activation)
Sunday to 9.00 am the next day (requiring more than 4 hrs)	\$1,600 (per activation)
Public Holidays to 9.00 am the next day	\$1,500 (per activation)

**12A.5.2** In addition to the charges stated above, the Requesting Licensee will have to reimburse OpenNet for the transport claims of its staff.

***IDA Directed Modifications: A comment was made that, in cases where a Requesting Licensee requests for supervision of onsite work and escort services during Office Hours, and the service extends beyond Office Hours due to the fault of OpenNet, OpenNet should only be entitled to impose charges based on the original requested timing.***

***After careful consideration, IDA considers it reasonable that Requesting Licensees should not be made to pay additional charges for services that extend beyond the original requested timing, where the overrun is due to the fault of OpenNet.***

***Accordingly, IDA directs OpenNet to propose, for IDA’s approval, modifications to clause 12A.5 to state that, where supervision of onsite work and escort services are being provided by OpenNet, and such supervision/services extend beyond the original requested timing solely due to OpenNet being late for the appointment and/or other reasons attributable to OpenNet, OpenNet shall only impose charges based on the original requested timing.***



### 13. PATCHING SERVICE

#### 13.1 General

13.1.1 Detailed information on the service offerings for the Patching Service can be found in Schedule 13 of this ICO Agreement.

#### 13.2 Ordering Charge

13.2.1 The Ordering Charge is applicable per PSAR Form or PSDR Form submitted to OpenNet.

DESCRIPTION	CHARGES (\$\$)
Per Order	\$50

#### 13.3 Patching Charge

13.3.1 The Patching Service provided by OpenNet will be charged by per Patch Cable, irrespective of whether there are one (1) or two (2) patch points per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (\$\$)
CO	\$40 per patch point
MDF Room	\$160 per patch point
FTTB Node	\$160 per patch point
NBAP DP	\$160 per patch point

#### 13.4 Termination Charge

13.4.1 The deactivation of the Patching Service and the removal of the relevant Patch Cable will be charged per Patch Cable, irrespective of whether there are one (1) or two (2) patch points per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (\$\$)
CO	\$30 per patch point
MDF Room	\$150 per patch point
FTTB Node	\$150 per patch point
NBAP DP	\$150 per patch point

**14. OSS/BSS CONNECTION & PROFESSIONAL SERVICE**

**14.1 General**

14.1.1 Detailed information on the service offerings for the OSS/BSS Connection & Professional Service can be found in Schedule 14 of this ICO Agreement.

**14.2 OSS/BSS Standard Services**

14.2.1 The Requesting Licensee shall pay the following one-time charges for the OSS/BSS Standard Services – Connectivity via Service Portal GUI.

DESCRIPTION	CHARGES (\$\$)
Per User Account	\$150 per user account
Connectivity setup for Client-based Public Internet secured VPN access by QP	\$2,000 per setup*
Express Firewall Set up Charges (for Emergency Public Internet VPN access)	\$4,000 per port
No Fault Found Charges	\$330 per man-day spent in investigations.
Cancellation charges	Charge based on the amount of work done and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis)
Termination Charge	Man-day(s) cost incurred to remove user system access and re-configure Firewall. Cost will be \$2000 per man-day

\* With the implementation of the OpenNet Platform, network security and resiliency will be a more important consideration due to the increased network loading and frequency of real-time business transactions. Client-based Public Internet secured VPN access will be necessary to ensure the robustness of the OpenNet Platform. OpenNet will engage the Requesting Licensee to migrate to the client-based Public Internet secured VPN.

14.2.2 The Requesting Licensee shall pay the following one-time charges for the OSS/BSS Standard Services – Connectivity via B2B Web Services Interface via Public Internet Secured VPN

DESCRIPTION	CHARGES (\$\$)
Per User Account	\$150 per user account
Connectivity setup for client-based Public Internet secured VPN access by QP	\$2,000 per setup
Express Firewall Set up Charges (for Emergency Public Internet VPN access)	\$4,000 per port
No Fault Found Charges	\$330 per man-day spent in investigations.
Cancellation charges	Charge based on the amount of work done and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis)
Termination Charge	Man-day(s) cost incurred to remove user system access and re-configure Firewall.  Cost will be \$2000 per man-day

14.2.3 The Requesting Licensee shall pay the following one-time charges for the OSS/BSS Standard Services – Connectivity via B2B Web Services Interface via Dedicated Leased Connection.

DESCRIPTION	CHARGES (\$\$)
Per User Account	\$150 per user account
Connectivity setup for Dedicated Leased Connection	\$3,300 per setup
Each port required for connection to firewall	\$10,300 per port
No Fault Found Charges	\$330 per man-day spent in investigations.
Cancellation charges	Charge based on the amount of work done and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis)
Termination Charge	Man-day(s) cost incurred to remove user system access and re-configure Firewall.  Cost will be \$2000 per man-day

**14.3 OSS/BSS Professional Services**

14.3.1 The Requesting Licensee shall pay the following one-time charges for each OSS/BSS Professional Service:

DESCRIPTION	CHARGES (\$\$)
Professional Service Charge	\$2,000 per man-day
Project Study Fee	Charge based on the man-day(s) required to perform the Project Study using the per man-day charge
Subject Matter Expert Charge	As agreed in project Terms & Conditions and charges pursuant to Schedule 14 Clause 7.10
Software Charges	
Hardware Charges	
Cancellation Charge	Charge based on the amount of work done and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request (to be recovered on a cost-oriented basis).

14.3.2 The Requesting Licensee shall pay the following Monthly Recurring Charge for each OSS/BSS Professional Service:

DESCRIPTION	CHARGES (\$\$)
Maintenance and Support Charge	As agreed in maintenance and support agreement pursuant to Schedule 14 Clause 7.10

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