

APPENDIX 3
DIRECTED AMENDMENTS TO SCHEDULE 2

SCHEDULE 2

Non-Residential End-User Connection

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NON-RESIDENTIAL END-USER CONNECTION

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**SCHEDULE 2
NON-RESIDENTIAL END-USER CONNECTION**

SCHEDULE 2 – DIRECTED AMENDMENT

IDA refers OpenNet to Part II and Section 1 of Part III of the Explanatory Memorandum to this Further Direction and the Directed Amendment to Clause 5.2 of this Schedule 2. Arising from the above, IDA considers that there is a need to replace the phrase “Maximum Quota” with “Non-Residential End-User Connections Quota” where it appears throughout this Schedule 2.

IDA also refers OpenNet to Section 6 of Part III of the Explanatory Memorandum to the Further Direction. For the reasons set out therein, IDA requires OpenNet to differentiate its SAP for Non-Residential End-User Connections according to the amount of provisioning work involved as follows:

- (a) five (5) Business Days (where the handover point to the Requesting Licensee is at the FTTB Node, and such handover point must be located in the same building as the Non-Residential Premise);*
- (b) seven (7) Business Days (where the handover point to the Requesting Licensee is in the vertical telecommunication riser which must be on the same floor where the Non-Residential Premise is located); or*
- (c) ten (10) Business Days (where the handover point to the Requesting Licensee is in the Non-Residential Premise).*

Accordingly, IDA directs OpenNet to amend this Schedule 2 by incorporating the directed amendments as annotated below.

1. SCOPE

This Schedule 2 sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with a licence for:

CLAUSES 1 (i) and (ii) – DIRECTED AMENDMENT

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

- (i) Layer 1 Service (a service provided by OpenNet for the use of passive optical fibre cable) from OpenNet's designated Central Office (or "CO") to (a) the First Termination Point of a Non-Residential Premise (subject to clauses 6.3 and 6.4) or (b) to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located (~~subject to clause 3.5~~) or (c) to the FTTB Node of the Non-Residential Premise where OpenNet's nNetwork ends, for the purpose of the Requesting Licensee providing GPON services; or
- (ii) Layer 1 Service from OpenNet's designated CO to (a) the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or (b) to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located (~~subject to clause 3.5~~) or (c) to the FTTB Node of the Non-Residential Premise where OpenNet's Nnetwork ends, for the purpose of the Requesting Licensee providing OE services.

(Non-Residential End-User Connection).

IDA notes that Requesting Licensees would have to comply with clause 3.5 to acquire subsequent fibre connections regardless whether it is option (a), (b) or (c). In this regard, IDA considers that it is not necessary to subject option (b) to clause 3.5.

For consistency and clarity, there is merit to insert the word "vertical" before "telecommunication riser".

Accordingly, IDA directs OpenNet to amend these clauses by incorporating the directed amendments as annotated above.

- 1.1 The Non-Residential End-User Connection is a service provided by OpenNet to the Requesting Licensee for the purpose of delivering GPON or OE services over the Layer 1 Services highlighted above at a Non-Residential Premise. For the avoidance of doubt, OpenNet is only obliged to provide Non-Residential End-User Connections through the 1st fibre strand in the First Termination Point. OpenNet may, on a case-by-case basis, provide a Non-Residential End-User Connection via a 2nd fibre strand in the First Termination Point, and such Non-Residential End-User Connection via the 2nd fibre strand shall be provided upon the same terms and conditions as the 1st fibre strand.
- 1.2 This Schedule only applies to Requesting Licensees who are FBOs.

2. SERVICE LEVEL GUARANTEES

2.1 OpenNet will provide the Service Level Guarantees in respect of the Non-Residential End-User Connection as set out in this Schedule. If OpenNet fails to meet any service activation period, Mean Time To Recovery or service level availability (collectively called the **Service Level Guarantees**) applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by OpenNet, its contractors and/or suppliers, OpenNet will provide a remedy in the form of a rebate to the Requesting Licensee in accordance with:

- (i) Clause 6.12 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (ii) Clause 11.14 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (iii) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

CLAUSE 2.2 – DIRECTED AMENDMENT

~~2.2~~ A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim. OpenNet will respond within (30) Calendar Days from date of claim stating ~~whether the claim if submission~~ by Requesting Licensee is: ~~(a) valid for rebates; or (b) is an invalid claim-additional information is required to be provided by the Requesting Licensee where OpenNet assessed the Requesting Licensee's submission included invalid claims. Where OpenNet assessed that the Requesting Licensee's claim is invalid, OpenNet will explain its basis or require the Requesting Licensee to provide additional information.~~ For valid claims submitted within the timeframe, OpenNet shall provide the rebate in its next Invoice.

It is unclear under what situations OpenNet will require additional information to be provided. Therefore, IDA considers that there is merit for OpenNet to clarify the above.

Comments were received that the word "corresponding" is too ambiguous and provides OpenNet with an opportunity to further delay compensating Requesting Licensees. IDA agrees that the word "corresponding" may increase confusion among the industry and the word should be removed.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- 2.3 If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, then the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by OpenNet and will be reflected in OpenNet's bill to the Requesting Licensee in accordance with OpenNet's billing cycle.
- 2.4 The guarantee and rebates provided by OpenNet are:
- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
 - (ii) subject to this Schedule.
- 2.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, OpenNet shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.
- 2.6 In addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:
- (a) the Non-Residential End-User Connection is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to OpenNet's fault;
 - (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee, building owners or End-Users or on behalf of the Requesting Licensee, building owners or End-Users;
 - (c) provision or restoration of the Non-Residential End-User Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by OpenNet; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by OpenNet, the time taken from the start of arranging any site-

coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded; or

CLAUSE 2.6(d) – DIRECTED AMENDMENT

~~1.(d) OpenNet is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Non-Residential End-User Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission, where OpenNet had used its best endeavours needs to obtain expeditiously or maintain any licence or permission necessary to the provision or restoration of the Non-Residential End-User Connection.~~ Notwithstanding the above, in determining whether the Service Level Guarantees have been met by OpenNet, the time taken by OpenNet to obtain or maintain any licence or permission necessary to the provision or restoration of the Non-Residential End-User Connection shall always be excluded. Provided that ~~In~~ in the event the Requesting Licensee raises a dispute ~~questioning as to whether OpenNet has used its best endeavours to obtain or maintain OpenNet's effort in obtaining~~ the licence/permission, OpenNet will provide ~~such~~ evidence ~~as may be available~~ that it has used ~~such of its~~ best endeavours;

In IDA's Directed Modifications, IDA had required OpenNet to propose modifications to incorporate the following: in the event that a challenge or dispute is raised by Requesting Licensees as to whether OpenNet has used its best endeavours, OpenNet will furnish evidence of the above. Clearly, in order for such requirement to have effect, OpenNet must take the necessary steps to ensure that it has such evidence available. In light of the above, IDA is of the view that it would promote greater consistency within clause 2.6(d) if the phrase "as may be available" is removed.

For greater clarity, IDA is also of the view that the clause should be amended.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 2.6(e) – DIRECTED AMENDMENT

(e) OpenNet has difficulty accessing to or working in the building or Non-Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties ~~in obtaining permission or license required.~~ provided always that ~~In~~ in the event that the Requesting Licensee raises a dispute questioning as to whether OpenNet has used its

~~best endeavours. OpenNet's effort into expeditiously remedy the building access difficulties -obtaining the licence/permission, OpenNet will provide such evidence as may be available that it has used such of its~~ best endeavours;

Comments were received that OpenNet has not fully complied with IDA's Directed Modifications, as OpenNet's proposed modifications do not state that OpenNet will use its best endeavours to "expeditiously remedy the building access difficulties". Having carefully reviewed the matter, IDA agrees that there is merit for such requirement to be expressly stated in clause 2.6(e).

In IDA's Directed Modifications, IDA had also required OpenNet to propose modifications to incorporate the following: in the event that a challenge or dispute is raised by Requesting Licensees as to whether OpenNet has used its best endeavours, OpenNet will furnish evidence of the above. Clearly, in order for such requirement to have effect, OpenNet must take the necessary steps to ensure that it has such evidence available. In light of the above, IDA is of the view that it would provide greater consistency within clause 2.6(e) if the phrase "as may be available" is removed.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 2.6(f) – DIRECTED AMENDMENT

- (f) delay in the provision or restoration of the Non-Residential End-User Connection caused by events beyond the reasonable control of OpenNet and ~~or~~ its suppliers and contractors;

In IDA's Directed Modifications, IDA had stated its position that OpenNet must be responsible for the acts and omissions of its contractors and suppliers. Accordingly, if there is delay caused by events that are within the reasonable control of either OpenNet, its suppliers or contractors, such events should not be excluded from OpenNet's Service Level Guarantees by virtue of clause 2.6(f). In this regard, the inclusion of the word "or" in clause 2.6(f) would be inconsistent with IDA's position and would increase confusion in the industry. Therefore, in order to clarify this point, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

- (g) OpenNet network outages for which the Requesting Licensee has not reported a fault;

- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by OpenNet;
- (i) OpenNet is required to carry out scheduled service interruption and the Requesting Licensee has been informed in accordance with clause 9.5; ~~or~~
- (j) OpenNet is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5; or

CLAUSE 2.6(k) – DIRECTED AMENDMENT

- (k) Where there is a request received from End-User or Requesting Licensee for ~~Removal, R~~repair and ~~R~~replacement (at the request of Requesting Licensee only, and not as part of OpenNet’s fault resolution process) as well as ~~and R~~relocation Requests. (within the same premise or to a new premise), but such exclusion shall only be limited to the time taken for the Termination Point to be repaired and replaced or to be relocated.

IDA notes that a Removal request usually happens when service is no longer provided over the Termination Point. Accordingly, there is no applicable SLG, and therefore IDA considers that there is no need to include Removal request.

IDA also notes that the term “Repair and Replacement” has not been defined and should be replaced with “repair and replacement”.

IDA also notes that repair and replacement may form part of OpenNet’s fault resolution process. In this regard, it is not reasonable for OpenNet to exclude these activities from its SLG if it is part of OpenNet’s fault resolution process.

IDA notes that relocation of Termination Point can happen in the same premise or to a new premise. There is therefore merit to clarify the above.

Comments were received that only the time taken by OpenNet to perform the activities for e.g., relocation is to be excluded. After careful consideration, IDA agrees that the suggestion is reasonable. For the reasons stated above, this requirement shall apply to requests for repair and replacement as well as relocation.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

FORMER CLAUSE 2.6(k) – DELETION APPROVED

- 2.7 If the Requesting Licensee disputes OpenNet’s reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.
- 2.8 A failure by OpenNet to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.
- 2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee’s loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for the Non-Residential End-User Connection and shall be OpenNet’s sole and exclusive liability to the Requesting Licensee for such failure.

3. SERVICE DESCRIPTION AND ACCESS POINTS

- 3.1 (A) Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing GPON services to the End-User, OpenNet will provide a licence for Non-Residential End-User Connection of 1:16 Split Ratio to the Requesting Licensee with the following:
- (a) one (1) fibre strand from OpenNet’s Fibre Distribution Frame (**FDF**) at the Central Office designated by OpenNet to OpenNet’s splitter at the Building MDF Room for each group of sixteen (16) Non-Residential Premises (or portion thereof);

CLAUSE 3.1(A)(b) – DIRECTED AMENDMENT

- (b) one (1) dedicated fibre strand from the splitter to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet’s ~~h~~Network ends;

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet’s connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 3.1(A)(b) should be modified to reflect the same.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 3.1(A)(c) – APPROVED

~~(c) one (1) Patching Service at OpenNet’s FDF at the Building MDF Room and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges); and~~

(d) where necessary, one (1) Patching Service at OpenNet’s FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

CLAUSE 3.1(A) – DIRECTED AMENDMENT

~~Unless reasonably considered necessary by OpenNet, Where the fibre terminated into the End-Users’ premise can be provisioned from the existing splitter from the same rack in the MDF room, OpenNet shall utilise at least 90% of the connections in each splitter assigned to the Requesting Licensee in each of the FDF in the MDF room before an additional splitter is provisioned for the Requesting Licensee in that MDF Room. Where it is obvious to OpenNet that there is a projected (i) increased demand by the Requesting Licensee for a particular locality is above normal eg. Where the Requesting Licensee has notified OpenNet of the Requesting Licensee’s intention to carry out a promotion at a particular locality in advance such that OpenNet can provision the resources required or (ii) increase in consumer demand or (iii) delay in supply from the splitter’s vendor. To facilitate OpenNet’s consideration, Requesting Licensee shall provide to OpenNet its forecast in advance such that OpenNet can provision the resources required in time. OpenNet shall not be responsible for any delays in provisioning of service due to lack of splitters in the event the Requesting Licensee failed to provide its forecast in advance or provides inaccurate requirements.~~

IDA notes that OpenNet’s proposed modifications have not adequately clarified the conditions where OpenNet will provision an additional splitter. For certainty and clarity, IDA considers that clause 3.1(A) should expressly set out such conditions. In this regard, IDA understands that where the fibre terminated into the End-Users’ premise can be provisioned from the existing splitter from the same rack, OpenNet will utilise at least 90% of the connections in each splitter assigned to the Requesting Licensee in each of

the FDF in the MDF room before an additional splitter is provisioned for the Requesting Licensee in that MDF Room.

Comments were received that OpenNet’s requirement to provide a forecast on an MDF-by-MDF basis in advance is not practical, laborious and imposes a significant burden on Requesting Licensees. Comments were also received that it is unreasonable for OpenNet to absolve itself for any delay in provisioning of service in the event that the Requesting Licensee failed to provide its forecast. After careful consideration, IDA agrees that there is merit in the comments received. As a service provider, IDA expects OpenNet to monitor the usage of the splitters and to ensure that it has sufficient splitters to provision services in accordance with the SAP. As such, IDA rejects that insufficient splitter can be used as a reason to extend the SAP for service provisioning.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

3.1 (B) Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing OE services to the End-User, OpenNet will provide a licence for Non-Residential End-User Connection of 1:16 Split Ratio to the Requesting Licensee with the following:

(a) two (2) fibre strands from OpenNet’s FDF at the Central Office designated by OpenNet to OpenNet’s FDF at the Building MDF Room for each group of thirty two (32) Non-Residential Premises (or portion thereof);

CLAUSE 3.1(B)(b) – DIRECTED AMENDMENT

(b) one (1) dedicated fibre strand from OpenNet’s FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet’s ~~n~~Network ends; and

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet’s connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 3.1(B)(b) should be modified to reflect the same. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

~~(a)~~(c) where necessary, up to three (3) Patching Services at OpenNet's FDF in the Building MDF Room; and

~~(b)~~(d) where necessary, two (2) Patching Services at OpenNet's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

3.2 For a Non-Residential End-User Connection of 1:1 Split Ratio to the End-User, OpenNet will not provide any splitter at the Building MDF Room. OpenNet will provide:

(a) one (1) dedicated fibre strand from OpenNet's FDF at the Central Office designated by OpenNet to OpenNet's FDF at the Building MDF Room;

CLAUSE 3.2(b) – DIRECTED AMENDMENT

(b) one (1) dedicated fibre strand from OpenNet's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends;

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet's connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 3.2(b) should be modified to reflect the same.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

(c) one (1) Patching Service at OpenNet's FDF in the Building MDF Room; and

- (d) one (1) Patching Service at OpenNet's FDF in the Central Office and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

CLAUSE 3.3 – APPROVED

3.3 Where the Requesting Licensee elects to use the building owner's in-building cabling within the building and Patching Service, in addition to those already provided in clause 3.1 or 3.2 (as the case may be), is required to connect OpenNet's ~~h~~N network to the building owner's in-building cabling, the Requesting Licensee may acquire the additional Patching Service in accordance with Schedule 13 (Patching Service). For the avoidance of doubt, it shall be the Requesting Licensee's sole responsibility to obtain permission from the building owner/management to install the in-building cabling or to use the existing building owner's in-building cable for the purposes aforesaid.

3.4 (A) Where the Requesting Licensee requests for Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services to the End-User or Non-Residential End-User Connection of 1:1 Split Ratio, the Requesting Licensee shall access the Non-Residential End-User Connection:

- (a) at OpenNet's FDF at the Central Office designated by OpenNet or the Requesting Licensee's FDF at the Central Office designated by OpenNet; and

CLAUSE 3.4(A)(b) – DIRECTED AMENDMENT

- (b) at the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise at the FTTB Node of the Non-Residential Premise where OpenNet's ~~h~~N network ends.

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet's connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 3.4(A)(b) should be modified to reflect the same.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- 3.4 (B) Where the Requesting Licensee requests for Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall access the Non-Residential End-User Connection at:
- (a) OpenNet's FDF at the Central Office designated by OpenNet or the Requesting Licensee's FDF at the Central Office designated by OpenNet;
 - (b) OpenNet's FDF at the Building MDF Room; and

CLAUSE 3.4(B)(c) – DIRECTED AMENDMENT

- (c) the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise at the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends.

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet's connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 3.4(B)(c) should be modified to reflect the same.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 3.5 – DIRECTED AMENDMENT

- 3.5 ~~This clause is intentionally left blank. Where the Requesting Licensee wishes to acquire subsequent fibre connection from the Central Office to the Building MDF Room, the Requesting Licensee shall acquire such fibre connection pursuant to Schedule 5 (CO to Building MDF Room Connection).~~

Given that OpenNet is obliged to deliver the Non-Residential End-User Connection to the FTTB Node of the Non-Residential Premise where OpenNet's Network ends, IDA considers that clause 3.5 may confuse the industry and is unnecessary. Accordingly, IDA directs OpenNet to delete clause 3.5 in its entirety. However, for ease of editing, IDA considers that it is appropriate to insert the words "This clause is intentionally left blank" as annotated above.

3.6 Where the Requesting Licensee acquires a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall ensure the Non-Residential End-User Connection is connected to active Optical Ethernet equipment.

4. ORDERING AND PROVISIONING PROCEDURE

DELETION OF FORMER CLAUSE 4.1 – APPROVED

DELETION OF FORMER CLAUSE 4.2 – APPROVED

CLAUSE 4.1(A) – DIRECTED AMENDMENT

4.1 (A) Some locations within a Non-Residential building is classified by OpenNet as an NBAP instead of a Non-Residential End-User Premise. If in doubt whether a requested location is eligible for a Non-Residential End-User Connection request, the Requesting Licensee can refer to the classification guidelines which are published on OpenNet’s Public Website. If there are further doubts, Requesting Licensee may submit its request to OpenNet via the OpenNet Public Website →NBAP enquiry tool with photographs of the location and Termination Point’s proposed location. OpenNet shall respond to the Requesting Licensee on the classification of a particular location within two (2) Business Days of receipt of such query subject to a maximum of ten (10) queries daily from all Requesting Licensees. If Requesting Licensee disputes OpenNet’s decision on classification of the premise, the Requesting Licensee may raise a dispute and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or adopt such other process or timeframe as mutually agreed by the parties.

For clarity, IDA directs OpenNet to renumber this clause by creating a new clause 4.1(A) by incorporating the directed amendment as annotated above.

IDA refers OpenNet to the IDA’s Directed Amendments on the approach to resolve classification dispute under Schedule 1. For consistency, there is merit to mirror the above approach in this Schedule. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

CLAUSE 4.1(B) (i) – DIRECTED AMENDMENT

4.1 ~~(B)(i)~~ The Requesting Licensee shall submit its request for Non-Residential End-User Connection (**Request**) to OpenNet on a Business Day in the form of Annex 2A stating, but not limited to the following information:

- (a) the End-User's name, telephone number and installation address of the Non-Residential Premise where the Termination Point is to be installed;
- (b) the Split Ratio required; ~~and~~
- ~~(c)~~ whether the Requesting Licensee requires OpenNet to install the in-building enclosure, ducting and cabling. OpenNet ~~will~~shall install cable tray(s) where required; ~~and-~~
- ~~(d)~~ the term of the licence required, either one (1) month or twelve (12) months; ~~or~~

~~Some locations within a Non-Residential building is classified by OpenNet as an NBAP instead of a Non-Residential End-User Premise. If in doubt whether a requested location is eligible for a Non-Residential Connection request, the Requesting Licensee can refer to the classification guidelines which are published on OpenNet's Public Website. If there are further doubts, Requesting Licensee may submit its request to OpenNet via the OpenNet Public Website →NBAP enquiry tool with photographs of the location and Termination Point's proposed location. OpenNet will respond to the Requesting Licensee on the classification of a particular location within two (2) Business Days of receipt of such query subject to a maximum of 10 queries daily from all Requesting Licensees. If Requesting Licensee disputes on OpenNet's decision on classification of the premise, the Requesting Licensee may raise a dispute in accordance to the Dispute Resolution process as set out in Schedule 17.~~

For clarity, IDA directs OpenNet to renumber clause 4.1 by creating a new clause 4.1(B)(i) as well as inserting the conjunctions "and" and "or" by incorporating the directed amendments as annotated above.

CLAUSE 4.1 (B)(ii) – DIRECTED AMENDMENT

(B)(ii) As an alternative to submitting a Request under the form set out in Annex 2A under clause 4.1(B)(i), the Requesting Licensee may also ~~shall~~ submit its Request for Non-Residential End-User Connection (**Request**) to OpenNet via the OpenNet Platform stating, but not limited to the following information:

- (a) the End-User's name, telephone number and installation address of the Non-Residential Premise where the Termination Point is to be installed;
- (b) the Split Ratio required; ~~and~~

(c) whether the Requesting Licensee requires OpenNet to install the in-building enclosure, ducting and cabling. OpenNet shall install cable tray(s) where required;
and

(d) the term of the licence required, either one (1) month or twelve (12) months;

For Request submitted via the Service Portal, the Requesting Licensee shall submit a feasibility check for the ~~End-User's~~ address of the Non-Residential Premise to verify the coverage status. ~~The~~ Requesting Licensee shall select an available date and appointment time for activation. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for ~~For~~ Request submitted via the OpenNet Platform APIs, the Requesting Licensee shall perform the feasibility check for verifying the coverage status by supplying the postal code of the ~~End-User-Non-Residential Premise~~ where/whichever is applicable. The Requesting Licensee shall also query the available time slots for that particular ~~Request~~~~End-User's~~ ~~address~~. The Requesting Licensee shall use the address details returned by OpenNet and the applicable timeslot related to the status of the feasibility check for submission of the Request. Upon successful submission of the Request via the OpenNet Platform APIs, it will provide a Request -acknowledgement.

For consistency, IDA considers that there is merit to align 4.1(B)(ii) to 4.1(B)(i) (specifically 4.1(B)(i)(c) and (d)).

For clarity, IDA directs OpenNet to renumber clause 4.1 by creating a new clause 4.1(B)(ii).

Comments were also received that the clause which states that "The RL shall also query the available time slots for that particular End-User's address" seems to imply that there are different timeslots allocated for different addresses even though the End-User profile (i.e. type of premises etc) is the same. Comments were received that this is not acceptable and leads to an inefficient use of the available timeslots. IDA understands that timeslots are allocated on a first come first serve basis and not based on addresses. Notwithstanding, IDA agrees that there is merit in clarifying this in this clause.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.1(C) – DIRECTED AMENDMENT

(C) Following clause 4.1(B)(ii), For Requests submitted via the OpenNet Platform, the Requesting Licensee is able to modify the contact details of End-User and additional two (2) contact persons subject to the requirement that the date of modification is more than five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required before the requested service activation date. The OpenNet Platform will notify the Requesting Licensee if the contact details have been successfully modified. If the Requesting Licensee mistakenly entered mailing address instead of the wrong installation address, and the installation address is in the same building as the mailing address belonging to the same End-User, the Requesting Licensee must amend the installation address by entering the correct installation address after completion of the site survey failing which, OpenNet may will reject the Request. On the other hand, where the mistakenly entered mailing installation address and the amended correct installation address are in different buildings, OpenNet may reject the Request order.

Please refer to IDA's Directed Modifications where IDA had required OpenNet to allow the Requesting Licensee to amend the order for the scenario raised in the IDA's Directed Modifications so long as the premises are owned by the same End-User and are within the same building. In this regard, it is not necessary for OpenNet to confine the reason for amending the address to the specific situation where the Requesting Licensee mistakenly entered a mailing address instead of installation address.

For clarity, IDA directs OpenNet to renumber clause 4.1 by creating a new clause 4.1(C).

IDA refers OpenNet to the IDA's Directed Amendments highlighted above in relation to the reduced Service Action Period for Non-Residential End-User Connection (where in-building enclosure, ducting and cabling are not required) and Non-Residential End-User Connection (where OpenNet provides the Termination Point at the vertical telecommunication riser at the Requesting Licensee's request). For consistency, there is a need to align the clause to reflect the above.

Accordingly, IDA directs OpenNet to amend clause 4.1(C) by incorporating the directed amendments as annotated above.

CLAUSE 4.2 –DIRECTED AMENDMENT

~~4.24~~ Relocation of the Non-Residential End-User Connection is allowed. The Requesting Licensee may submit a request with the relevant ORI via manual means or the OpenNet Platform when available (which OpenNet shall inform the industry when the above feature will be available on OpenNet Platform) to relocate the Termination Point within the same Non-Residential Premise, subject to the follow terms and conditions:

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

IDA is of the view that Requesting Licensees must also be able to submit relocation requests via manual means (e.g., email) to OpenNet.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.2(a) – DIRECTED AMENDMENT

- (a) The Requesting Licensee hereby acknowledges and agrees that OpenNet shall not be held liable if, despite ~~of~~ its best endeavours to resolve any obstruction, ~~there is any~~ delay caused by ~~any the~~ obstruction from the building owner, building management, home owner or End-User during the relocation or any of the circumstances described in ~~c~~clauses 2.6(e) and 2.6(f) above; or if there is any damage or repainting works required;

As per IDA’s Directed Modifications, OpenNet must use its best endeavours to resolve the obstruction before it can rely on clause 4.2(a) to relieve itself of its obligation to provision the said service within the stipulated timeframe. For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.2(b) – DIRECTED AMENDMENT

- (b) Subject to ~~C~~clauses 5.2, 5.3(b) and 5.3(d), OpenNet shall provide the relocation service by the end of three (3) Business Days from the receipt of a valid ~~R~~request for relocation from the Requesting Licensee;

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (c) The Requesting Licensee will have to bear the charge for installation of the relocated Termination Point in accordance to Schedule 15 (Charges); and

CLAUSE 4.2(d) – DIRECTED AMENDMENT

- ~~(e)(d)~~ The cancellation charge as set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the request for relocation Request after acceptance by OpenNet.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.2(~~fe~~) – DELETION

~~—The Requesting Licensee may also submit its Request for relocation of the TP via OpenNet Platform.~~

IDA notes that this clause 4.2(e) is a repetition of the actual clause. Accordingly, IDA directs OpenNet to delete this clause in its entirety.

CLAUSE 4.3 – DIRECTED AMENDMENT

~~4.4.3~~ Where a premise was classified as a Residential Premise during the rollout of the NGNBN but has since undergone a change of premise type or the End-User claims the premise as a Non-Residential Premise, the Requesting Licensee shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premise type ~~for verification by OpenNet~~. Such documentary evidence must consist of one or more of the following dated within the last three (3) months from the date of Request for Non-Residential End-User Connection submitted in the End-User's name :

~~1.(a)~~ Telecommunication / Internet bill;

~~2.(b)~~ Service and Conservancy bill from town council ;

~~3.(c)~~ Utilities bill from Singapore Power;

~~4.(d)~~ Cable TV bill;

~~5.(e)~~ Tenancy agreement for residence; or

(f) Change of address as indicated on the National Registration Identity Card (NRIC).

~~Where the Requesting Licensee has the documentary evidence, as above, to demonstrate that the End-User is entitled to a Non-Residential End-User Connection. For such cases, the~~ Requesting Licensee can request for reclassification of premise via the OpenNet Platform, when available. ~~For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. OpenNet will be default accept the request for reclassification without any verification.~~ The Requesting Licensee will be informed via OpenNet Platform, within one (1) Business Day from the date of submission of request for reclassification, ~~one-whether~~ the reclassification is successful. Upon receiving the notification of a successful reclassification, the Requesting Licensee shall then submit the Request for Non-Residential End-User Connection via the OpenNet Platform.

~~Where~~ the Request is accepted, OpenNet will provision the Non-Residential End-User Connection based on 1:24 split ratio in ten (10) Business Days or the preferred installation date which the Requesting Licensee have requested for, whichever is ~~earlier~~ later. Notwithstanding the aforementioned, where OpenNet has deployed its Network to the Distribution Point, Final Distribution Point or First or Additional Termination Points of the premise, OpenNet shall provision the Non-Residential End-User Connection in five (5) Business Days where handover point to the Requesting Licensee is at the FTTB Node in the same building, seven (7) Business Days where OpenNet provides the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or ten (10) Business Days where the handover point to the Requesting Licensee is in the Non-Residential Premise or the preferred installation date requested by the Requesting Licensee, whichever is later. Such Non-Residential End-User Connection shall be provisioned on a splitter used for Non-Residential End-User Connections only. For the avoidance of doubt, where OpenNet provisions the service earlier than the preferred installation date, OpenNet shall treat the preferred installation date as the date the service commences.

The Standard Installation Charge in Schedule 15 shall apply and if a Termination Point installation is required, the Installation of Network charge in Schedule 15 shall apply accordingly.

~~At all times, it shall be the responsibility and obligation of the Requesting Licensee to satisfy itself and obtain from the End-User sufficient documentary evidence of such change in premise. In the event upon~~ Where OpenNet requests for the documentary evidence (which

~~shall not be later than three (3) months from the date of Request) (under clause 4.3(a) to 4.3(f)) and the Requesting Licensee is unable to provide OpenNet's verification—there are insufficient—the evidence to support the change in premise type to a Non-Residential Premise, OpenNet reserves the right to maintain or re-classify the premise type as a Residential Premise and bill the Requesting Licensee ~~all one time~~ charges ~~and monthly recurring charge~~ applicable to a ~~Non~~ Residential End-User Connection as per Schedule 15 (Charges) retrospectively. If Requesting Licensee disputes OpenNet's decision to classify the premise as a Residential Premise, the Requesting Licensee may raise a dispute and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or adopt such other process or timeframe as mutually agreed by the parties. ~~in accordance to the Dispute Resolution process as set out in Schedule 17. However, a reference of such dispute for the Dispute Resolution process as set out in Schedule 17 shall not suspend or entitle the Requesting Licensee from withholding any payment or payment of any charges, partially or in whole, as billed or invoiced by OpenNet. Where OpenNet's decision is reversed or modified upon conclusion of the Dispute Resolution, OpenNet shall rebate to the Requesting Licensee such sums associated with the decision reversed or modified without interest.~~~~

Where the OpenNet Platform is experiencing technical problems, OpenNet shall inform the Requesting Licensee how it should request for reclassification via manual means or offer alternative solutions.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

The industry also raised various queries on the reclassification process and commented that there must be a fixed timeframe for OpenNet to respond to the reclassification request. IDA agrees that the current drafting may not be clear and that there is merit to clarify the above process. IDA also agrees that there must be a fixed timeframe for OpenNet to respond to the reclassification process. In IDA's opinion, a reasonable timeframe would be one (1) Business Day from the date of submission of the reclassification request.

IDA refers OpenNet to the IDA's Directed Amendments highlighted above in relation to the reduced Service Action Period for Non-Residential End-User Connection (where in-building enclosure, ducting and cabling are not required) and Non-Residential End-User Connection (where OpenNet provides the Termination Point at the vertical telecommunication riser at the Requesting

Licensee's request). For consistency, there is a need to align the clause to reflect the above.

Comments were received that there should not be a need for the Requesting Licensee to retain the documentary evidence. IDA understands that OpenNet will by default accept the request for reclassification without any verification. It is the Requesting Licensee's responsibility to obtain the documentary evidence to show that the End-User is entitled to a Residential End-User Connection. In the event that OpenNet requests for the documentary evidence (under clause 4.3 (a) to 4.3(f)) and the Requesting Licensee is unable to provide the evidence to support the change in premise type to a Residential Premise, OpenNet reserves the right to maintain or re-classify the premise type as a Non-Residential Premise and bill the Requesting Licensee all charges applicable to a Non-Residential End-User Connection retrospectively. Notwithstanding the above, IDA agrees that it may be unreasonable for Requesting Licensees to be expected to retain such documentary evidence perpetually. On balance, after careful consideration, IDA is of the view that a reasonable retention period should be no longer than three (3) months from the date of Request.

Comments were also received that OpenNet's insistence that it be paid even though a dispute has been raised is not in compliance with the Telecom Competition Code which allows parties to withhold the disputed amount until the dispute is resolved. Further comments were received that all disputes should be resolved in accordance with the processes as set out in Schedule 17.

IDA agrees that it is unreasonable to compel parties to pay disputed amounts before the dispute is resolved. IDA noted that OpenNet had not proposed a shorter timeframe for the dispute resolution process and OpenNet has explained that the timeframes for Mediation and Arbitration processes are fixed and cannot be changed. Nonetheless, OpenNet added that it will use its best endeavours to resolve the dispute with the Requesting Licensee within the current timeframe of within 20 business days under the Inter-Working group. IDA notes that the definition of "Residential Premise" to refer to the classification which the Inland Revenue Authority of Singapore applies to that premise for tax purposes as final and conclusive. Therefore, IDA does not envisage that it is necessary to require the Parties to refer classification issues (between Residential and Non-Residential Premises) for mediation and/or arbitration. In light of the above and considering that the issue is not complex,

IDA is of the view that it is possible for the parties to resolve such disputes within five (5) Business Days. Notwithstanding the above, the parties may mutually agree to use other processes or to a longer timeframe.

IDA is of the view that OpenNet should also be able to support such reclassification process when OpenNet Platform is experiencing technical problems. In this regard, if OpenNet Platform is experiencing technical difficulties. OpenNet should instead inform the Requesting Licensee how it could submit such request via manual means or offer alternative solutions when such incidents occur.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

CLAUSE 4.4 – DIRECTED AMENDMENT

4.465 For the avoidance of doubt, switching from GPON to OE or from OE to GPON is allowed via the OpenNet Platform subject to the Requesting Licensee paying the applicable charges for Patching Service in accordance to Schedule 15 (Charges). ~~OpenNet will provide a unique reference number or a similar form of identification in the notification upon successful submission of a GPON to OE or from OE to GPON Request.~~

For the switching from GPON to OE or from OE to GPON, the Requesting Licensee shall perform a check order status by providing, ~~but not limiting to~~ the unique reference number provided by OpenNet or a similar form of identification for the existing connection, before submitting its request for the switch. For avoidance of doubt, switching from GPON to OE or vice versa is only applicable for connections that are active. OpenNet will provide a unique reference number or a similar form of identification in the notification upon successful submission of a GPON to OE or from OE to GPON request.

Information of the estimated timeframe for the switch will be provided to the Requesting Licensee through OpenNet's ~~p~~Platform during the switch. OpenNet shall use its best endeavours to minimise any service disruption to the Requesting Licensee during the switch.

The Requesting Licensee may approach OpenNet for specific requirements to the switching process, which will be on a Cost-Oriented Basis.

Where the OpenNet Platform is experiencing technical problems, OpenNet shall inform the Requesting Licensee how it should request for reclassification via manual means or offer alternative solutions.

For clarity, there is merit to rearrange the clause.

IDA is of the view that OpenNet should be able to identify the circuit by using the unique reference number or similar form of identification and there should not be a need for OpenNet to request more information from the Requesting Licensees for the above purpose.

Considering that the connections are active during the switching process, IDA is of the view that it is necessary for OpenNet to use its best endeavours to minimise any service disruption to the Requesting Licensee during the switching process.

IDA is of the view that OpenNet should also be able to support such switching process when OpenNet Platform is experiencing technical problems. In this regard, if OpenNet Platform is experiencing technical difficulties. OpenNet should instead inform the Requesting Licensee how it could submit such request via manual means or offer alternative solutions when such incidents occur.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.5 – DIRECTED AMENDMENT

4.576 Where the Requesting Licensee has not requested OpenNet to install the in-building enclosure, ducting, ~~and~~ cabling (under clauses 6.3 and 6.4) ~~OpenNet will install and~~ cable tray(s) as (where required) at the time it acquires the Non-Residential End-User Connection and wishes to request the installation of the in-building enclosure, ducting, cabling and cable tray at a later date, it may submit a new Request in accordance with clause 4.1. For the avoidance of doubt, the Requesting Licensee would not be liable for pre-mature termination charges (under clause 8.2) for the existing Non-Residential End-User Connection.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.6 – DIRECTED AMENDMENT

4.86 OpenNet shall at its sole discretion determine the serving CO and Building MDF Room from which the Non-Residential End-User Connection will be provided. Subject to clause 4.78, the Requesting Licensee is able to query the OpenNet Platform at no cost for the serving CO and

Building MDF by providing the postal code for the Non-Residential Premise~~End-User~~ address.

IDA notes that there is a referencing error and the correct reference should be to clause 4.7 instead of clause 4.8. In addition, there is also merit to amend the clause for clarity.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 4.7 – DIRECTED AMENDMENT

4.79 Information relating to the Mandated Services will be available on OpenNet Platform, for access by the Requesting Licensee through secured means. The secured access to OpenNet's Service Portal Platform will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Information relating to network outages will be sent to the Requesting Licensee via email or OpenNet Platform. The information relating to the Mandated Services and the information relating to network outages is made available on the OpenNet Platform. ~~For the avoidance of doubt, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the OpenNet Platform.~~

For information related to network outages, OpenNet shall include the following details in the written notification or via OpenNet Platform APIs to the Requesting Licensee:

- (a) Affected location;
- (b) Date of occurrence;
- (c) Time of occurrence (start & approximate end timings);
- (d) Cause of outage;
- (e) Steps taken to remedy the outage;
- (f) Steps (if any) required by Requesting Licensee to assist with rectification of outage;
- (g) Order Request Identifier of the affected orders; and
- (h) OpenNet's Network Operations Centre Contact Number.

For the avoidance of doubt, where OpenNet has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access OpenNet’s website, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the OpenNet’s Service Portal.

IDA is of the view that the proposed modifications may cause confusion to the industry. For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

IDA notes that where OpenNet has already imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access OpenNet’s website, OpenNet shall not re-impose such a charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access OpenNet’s Service Portal. There is therefore merit to clarify on the above. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

5. NON-RESIDENTIAL END-USER CONNECTION REQUEST

CLAUSE 5.1 – APPROVED

5.1 OpenNet shall process all Requests received for Non-Residential End-User Connection on a ‘first come, first served’ basis.

CLAUSE 5.2 – DIRECTED AMENDMENT

Version 1:

5.2 For each Business Day, OpenNet shall process a combined total of no more than 40 ~~500~~ Requests for Basic Mandated Services and Layer 1 Redundancy Services associated with Non-Residential End-User Connection (~~Maximum Quota~~ Non-Residential End-User Connections Quota)–from all Requesting Licensees. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet Platform and for which the Request is to be fulfilled except such Business Day where the ~~Maximum Quota~~ Non-Residential End-User Connections Quota has been reached. OpenNet will process all Requests on a ‘first come, first served’ basis. The ~~Maximum Quota~~ Non-Residential End-User Connections Quota is not applicable to requests for deactivation of any Connection.

(i) If OpenNet finds that more than 95% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and ~~September~~October), OpenNet shall increase its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. If OpenNet finds that less than 80% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and ~~September~~October), OpenNet ~~may shall~~ decrease its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. ~~The review mechanism will be revised regularly subjected to the Authority's approval. To ensure better capacity planning, the Requesting Licensee will be required to provide within the first week of the current quarter, a 4-quarter rolling forecast with monthly breakdown for the coming quarter. E.g The Requesting Licensee will provide in 1st week of January 2013 the forecast for April to June 2013. For the avoidance of doubt, the above review shall apply to Non-Residential End-User Connections Quota.~~

~~(ii) For seasonal increase in demand during quarterly major fairs (namely IT Show in March, PC Show in June, Comex Show in September and SITEX in November), the Maximum Quota shall be supplement by Seasonal Slots (temporary increase of installation slots in excess of the Maximum Quota) and for which a sub quota for Non Residential Premise installation will be established. The Seasonal Slots, including the sub quota, shall be subjected to such terms and conditions stated in the Seasonal Slots Notification.~~

~~**Version 2:**~~

~~5.2 For each Business Day, OpenNet shall process a combined total of no more than 655 Requests for Basic Mandated Services and Layer 1 Redundancy Services (Maximum Quota) from all Requesting Licensees. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. OpenNet will process all Requests on a 'first come, first served' basis. The Maximum Quota is not applicable to requests for deactivation of any Connection.~~

~~The Maximum Quota will be allocated in the following manner according to the type of work to be performed;~~

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

~~Schedule 1 High rise Residential Premise installation, repair/replacement, removal, re-location (within the same premise and to another premise) and 2nd port activation of 1st TP and 2nd TP i.e 170 installation slots per business day which are distributed across 4 time slots within the business day~~

~~Schedule 1 Landed Residential Premise installation, repair/replacement, removal, re-location (within the same premise and to another premise) and 2nd port activation of 1st TP and 2nd TP i.e 15 installation slots per business day which are distributed across 2 time slots within the business day~~

~~Schedule 2 Non Residential Premise installation, repair/replacement, removal, re-location (within the same premise and to another premise) and 2nd port activation of 1st TP and 2nd TP i.e 40 installation slots per business day which are distributed across the time slots within the business day~~

~~Schedule 3 NBAP installation, removal and 2nd port activation of 1st TP i.e 5 installation slots per business day~~

~~Express Service activation i.e. 40 per Business Days~~

~~All unused quota shall be used for Requests that only require patching service in the CO and MDF to activate the connection.~~

Type of Work	Installation Slots Per Business Day
Schedule 1 High rise Residential Premise	170
Schedule 1 Landed Residential Premise installation	15
Schedule 2 Non Residential Premise installation	40
Schedule 3 NBAP	5
Express Service Patching	40
Unused Quota	≤ 655

~~1. If OpenNet finds that more than 95% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and September), OpenNet shall increase its daily quota for the quarter in which the review month occurs. If OpenNet finds that less than 80% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and September), OpenNet shall decrease its daily quota within the quarter in which the review month occurs. The review mechanism will be revised regularly subjected to the Authority's approval. To ensure better capacity planning, the Requesting Licensee will be required to provide within the first week of the current quarter, a 4 quarter rolling forecast with monthly breakdown for the coming quarter. E.g The Requesting Licensee will provide in 1st week of January 2013 the forecast for April to June 2013.~~

~~(ii) For seasonal increase in demand during quarterly major fairs (namely IT Show in March, PC Show in June, Comex Show in September and SITEX in November), Maximum Quota shall be supplement by Seasonal Slots (temporary increase of installation slots in excess of the Maximum Quota). The Seasonal Slots shall be subjected to the terms and conditions stated in the Seasonal Slots Notification.~~

IDA refers OpenNet to Part II and section 1 of Part III of the Explanatory Memorandum to this Further Direction.

In addition, IDA notes that the review period is over a period of 12 weeks. In this regard, the review month should happen every quarter (i.e., January, April, July and October).

IDA notes that the seasonal increase in demand arising from quarterly major fairs is due to the increased demand for Residential End-User Connections. For clarity and to avoid conclusion, the mechanism to handle such seasonal increase in demand should therefore be removed from this schedule.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.3 (A) – DIRECTED AMENDMENT

5.3 **(A)** Within one (1) Business Day of the date on which OpenNet receives the request for Non-Residential End-User Connection (**Request Date**) and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:-

- (a) the Request for Non-Residential End-User Connection is not in the prescribed form;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
- (c) the service activation date requested is less than five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required from the date of receipt of a Request;
- ~~1-(d)~~ the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
- ~~2-(e)~~ where either the first or second fibre (if provided) of the First Termination Point are not in use, the request to install an Additional Termination Point will be rejected. Where the first and second fibre (if provided) of the First Termination Point are in use, OpenNet will offer to install an Additional Termination Point in accordance with the charges stated in Schedule 15; or

For clarity, IDA considers that there is merit for OpenNet to renumber and re-arrange the clauses.

For consistency, IDA considers that there is merit to align clauses 5.3 (A)(d) to (e) with clauses 5.3 (B)(ii)(a) to (b).

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-Residential End-User Connections. For consistency, IDA considers that there is a need to align clause 5.3(A) with the differentiated SAP.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.3 (B)(i) - DIRECTED AMENDMENT

(B)(i) As an alternative to clause 5.3(A), where~~Where~~ OpenNet receives the request for Non-Residential End-User Connection (Request Date) via the OpenNet Platform, OpenNet will validate and notify the Requesting Licensee, so that the Requesting Licensee is able to make the necessary corrections in real time, if the request does not meet one of the following reasons:

~~1.(a)~~ (a) Data entered for the fields does not meet the required format;

~~2.(b)~~ (b) the Request does not contain all the required information or the information provided is inaccurate or misleading; or

(c) the service activation date requested is less than five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required from the date of receipt of a Request;

For clarity, IDA considers that there is merit for OpenNet to renumber and amend the clauses.

IDA understands that OpenNet Platform will perform the above checks and allow the Requesting Licensee to make necessary corrections in a near real time basis.

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-Residential End-User Connections. For consistency, IDA considers that there is a need to align clause 5.3(B)(i) with the differentiated SAP.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.3 (B)(ii) - DIRECTED AMENDMENT

(B)(ii) Following clause 5.3 (B), ~~Within~~ within one (1) Business Day of the date on which OpenNet receives the request via the OpenNet Platform for Non-Residential End-User Connection (**Request Date**) and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a

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similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

~~3-(a)~~ the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or

~~(a) — where the first and second fibre of the First Termination Point are in use;~~

~~(e) — where the OpenNet Platform is experiencing technical problems.~~

~~(d) — the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or~~

(b) where either the first or ~~and~~ second fibre (if provided) of the First Termination Point are not in use, the request to install an Additional Termination Point will be rejected. Where the first and second fibre (if provided) of the First Termination Point are in use. In such a situation, OpenNet will offer to install an Second/Additional Termination Point in accordance with the as per charges stated in Schedule 15.

Where the OpenNet Platform is experiencing technical problems, OpenNet shall inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions.

For clarity, IDA considers that there is merit for OpenNet to renumber and amend the clauses.

IDA is of the view that OpenNet's proposed modification does not fully address IDA's Directed Modifications as it is still not clear whether OpenNet has any obligation to fulfil the Request if both fibres of the First Termination Point are not available. IDA views that where both fibres are not available, OpenNet should offer to install a Additional Termination Point in accordance with the charges stated in Schedule 15.

Comments were received that OpenNet should not reject a valid application if OpenNet Platform is at fault. The industry suggested that OpenNet should alternatively, inform the Requesting Licensee to submit the Requests through fax/email or offer temporary alternative solutions when such incidents occur. After careful consideration, IDA agrees with the industry that OpenNet should not reject a valid application if OpenNet Platform is experiencing technical difficulties. IDA considers that OpenNet should instead inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions when such incidents occur.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.4 – DIRECTED AMENDMENT

5.4 Within five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required of the Request Date and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons, except where there is insufficient capacity, OpenNet must also notify the Requesting Licensee within five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required of the Request Date that there is insufficient capacity and the timeframe to notify the acceptance or rejection of the Request shall be extended to within ten (10) or forty (40) Business Days of the Request Date:

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-Residential End-User Connections. For consistency, IDA considers that there is a need to align clause 5.4 with the differentiated SAP.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (a) the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;

CLAUSE 5.4(b) – DIRECTED AMENDMENT

- (b) there is obstruction from building owner, building management, home owner or End-User to OpenNet installation or installation schedule including any breach by building

~~owner, building management, home owner or End-User of applicable regulatory requirements including for example COPIF. OpenNet shall use its best endeavours to resolve such obstructions and where applicable, OpenNet shall refer any breaches of regulatory requirements to the Authority for the Authority's action and follow up;~~

As stated in IDA's Directed Modifications, any breaches of regulatory requirements should be left to IDA to enforce, and should not be used as a reason for rejection.

IDA notes OpenNet's concerns that it would not be able to comply with its own obligations if there are regulatory breaches that amount to obstructions. However, OpenNet's proposed language "any breach by building owner, building management, home owner or End-User of applicable regulatory requirements..." is extremely wide and could potentially encompass any regulatory breach, even breaches that do not amount to obstructions and/or breaches that fall outside of the purview of IDA. Accordingly, IDA considers that such language would lead to greater uncertainty amongst the industry and should be removed. To the extent that there is a regulatory breach amounting to an obstruction, IDA considers that the existing language of this clause 5.4(b) would already address such a scenario. Therefore, there is no need to retain OpenNet's proposed drafting as cited above.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (c) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the Non-Residential End-User Connection is yet to be operational at the point in time of OpenNet's provisioning of the Non-Residential End-User Connection;

CLAUSE 5.4(d) – APPROVED

- (d) OpenNet has not rolled out its Network to the Non-Residential Building and as at the date such Request is received, OpenNet was not required to roll out its Network to such location under the terms of OpenNet's FBO License; or
- (e) there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies.

CLAUSE 5.5 – DIRECTED AMENDMENT

5.54 If there is sufficient capacity to provide the Non-Residential End-User Connection pursuant to clause 6.1, OpenNet shall advise the Requesting Licensee within five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required whether the Non-Residential End-User Connection has been successfully set up. In the event that there is insufficient capacity to provide the Non-Residential End-User Connection pursuant to the Request due to sudden surge of orders in a short period of time at a location or multiple Requesting Licensees serving the same location giving rise to rapid exhaustion of fibres resources for that location or OpenNet's Network has not been rolled out to that location, clause 6.2 shall apply and OpenNet shall inform the Requesting Licensee accordingly within five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required and advise the Requesting Licensee that the RFS of the Non-Residential End-User Connection will be extended to within at least ten (10) Business Days if there is insufficient capacity from FTTB Node of the Non-Residential End-User Connection to the Termination Point or within forty (40) Business Days if there is insufficient capacity from CO to the Termination Termination Point. Upon receipt of OpenNet's notification of insufficient capacity, the Requesting Licensee ~~havehas~~ -an option to either select a new appointment date or cancel the Request without charges within ~~one (1)~~ three (3) Business Days, through OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. The status of the Request shall be made available to the Requesting Licensee on the OpenNet Platform updated on a daily basis each time the status of the Request changes.

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-Residential End-User Connections. For consistency, IDA considers that there is a need to align clause 5.5 with the differentiated SAP.

IDA notes that the situation of insufficient capacity will typically arise when fibre deployed by OpenNet is not able to meet the demand of the Requesting Licensees. As such, IDA considers that there is merit to clarify the above in the clause.

IDA notes that under clause 6.2, OpenNet will provision the Non-Residential End-User Connection within ten (10) Business Days or within forty (40) Business Days where additional capacity is required. For consistency, IDA is of the view that there is merit to align the service provisioning timeframe in the above clause with clause 6.2.

Comments were received that the timeframe of one (1) Business Day to select a new appointment or cancel a request is too short and a longer timeframe of three (3) Business Days was proposed. After careful consideration, IDA agrees that a three (3) Business Days timeframe would be more reasonable.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

5.6 The Requesting Licensee shall pay OpenNet the applicable Installation Charge and Patching Charge specified in Schedule 15 (Charges) for provisioning the Non-Residential End-User Connection.

CLAUSE 5.7 – APPROVED

5.7 Where OpenNet rejects the Request for Non-Residential End-User Connection, OpenNet shall provide reasons explaining the basis for rejection promptly.

5.8 Where it is subsequently determined by OpenNet that a valid Non-Residential End-User Connection Request submitted by the Requesting Licensee is for a Residential Premise (due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers), then OpenNet shall duly inform the Requesting Licensee of the nature of such error, and commence to deliver the service after the Requesting Licensee confirms that it wishes to proceed with the order; however, any charges imposed by OpenNet will follow the rates for a Residential End-User Connection (i.e. the entire ~~of~~ Clause 1 of Schedule 15).

CLAUSE 5.9 – DIRECTED AMENDMENT

5.9 Where it is subsequently determined by OpenNet that a valid Non-Residential End-User Connection Request submitted by the Requesting Licensee is for a Non-Residential Premise that is not a covered site (due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers), then OpenNet shall duly inform the Requesting Licensee of the nature of the error, and have the right to reject the Non-Residential End-User Connection Request; however OpenNet shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge. For the avoidance of doubt, this clause 5.9 shall also be applicable to a rejection under clause 5.4(d) where such rejection is due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers as well as a rejection under clauses 5.4(b) or 5.4(e). The rebates, where applicable will be shown in the next Invoice.

IDA notes that there is a typographical error for the word “applicable” in OpenNet’s proposed amendment to clause 5.9. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

5.10 For the avoidance of doubt:

- (a) where OpenNet discovers any error in the Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, OpenNet shall inform the Requesting Licensee of the error and the correct Mandated Services Information within one (1) Business Day of OpenNet’s discovery of the error;
- (b) where OpenNet is informed of an error in the Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, OpenNet shall inform the Requesting Licensee of the error and the correct Mandated Services Information within three (3) Business Days of being informed of the error;
- (c) the timeframe to inform the Requesting Licensee of an error in the Mandated Services Information or the correct Mandated Services Information indicated under ~~cl~~auses 5.10(a) and 5.10(b) shall exclude any delays caused by third parties such as building owners and/or management or end-user, who obstructs OpenNet during OpenNet’s site survey or related checks;

CLAUSE 5.10(d) – DIRECTED AMENDMENT

- (d) where the Requesting Licensee wishes to cancel the Non-Residential End-User Connection Request due to the error in the Mandated Services Information which is

caused solely by OpenNet, its contractors or suppliers, or to change any parameter in the Non-Residential End-User Connection Request for the same reason, OpenNet shall not require the Requesting Licensee to bear the Cancellation Charge specified in Schedule 15 (Charges) or any additional charges in relation to the cancellation or change in parameter(s). The Requesting Licensee shall submit the cancellation request ~~Cancellation Request~~ due to the error in the Mandated Services Information via manual means or the OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform; and

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

IDA understands that Requesting Licensees may also submit requests via manual means (e.g., email) to OpenNet.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.10(e) – DIRECTED AMENDMENT

- (e) where OpenNet fails to meet its Service Level Guarantees due to the error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, the Requesting Licensee is entitled to make a claim for the remedy provided by OpenNet pursuant to ~~C~~ clause 2 of this Schedule; however, the Service Level Guarantees shall not apply during the time taken by the Requesting Licensee to consider whether to proceed with the order. For avoidance of doubt, the service activation period for such Request shall be deemed to start from the date of the Request.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 5.10(f) – DIRECTED AMENDMENT

- (f) where OpenNet has successfully changed the classification of a premise type from a Residential premise to a Non-Residential premise upon the request of the

Requesting Licensee, any error in the Mandated Services Information shall not apply. For the avoidance of doubt, OpenNet shall update the classification of the premise to Non-Residential Premise in its Mandated Services Information after the change of classification has taken effect.

Comments were received that it is important for OpenNet to provide Mandated Services Information (“MSI”) in a timely and accurate manner. The fact that OpenNet has changed the classification of a property does not absolve OpenNet from its responsibility to provide accurate MSI. While IDA agrees that it is important for OpenNet to provide MSI in a timely and accurate manner, it may not be reasonable to hold OpenNet responsible where there is a change of classification due to a change of use of the premise. Notwithstanding, IDA is of the view that there is merit to clarify that OpenNet shall update its MSI to reflect the correct classification of such premise once such change of classification takes effect.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

6. DELIVERY

CLAUSE 6.1– DIRECTED AMENDMENT

6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, OpenNet shall provide the Non-Residential End-User Connection by the end of five (5) Business Days where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise, seven (7) Business Days where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or ten (10) Business Days where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required or, where applicable, a later date selected by the Requesting Licensee from the receipt of a valid Request from the Requesting Licensee, where OpenNet has deployed its Network to the FTTB Node of the Non-Residential Premise. OpenNet shall use its reasonable endeavours to install the First or, where necessary, the Additional Termination Point of the Non-Residential Premise, if applicable, during the Requesting Licensee’s preferred session.

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-

Residential End-User Connections. For consistency, IDA considers that there is a need to align this clause 6.1 with the differentiated SAP.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.2 (A) – DIRECTED AMENDMENT

6.2 (A) Where there is insufficient capacity to provide the Non-Residential End-User Connection, OpenNet shall subject to clause 5.2 provide the Non-Residential End-User Connection:

- (a) within ten (10) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the FTTB Node of the Non-Residential Premise and the First or Additional Termination Point of the Non-Residential Premise; or
- (b) within forty (40) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the designated Central Office and the First or Additional Termination Point of the Non-Residential Premise.

OpenNet shall use its reasonable endeavours to install the First or Additional Termination Point of the Non-Residential Premise, if applicable, during the Requesting Licensee's preferred session.

As a consequential change to clause 6.2(B) and for clarity, there is a need for OpenNet to renumber clause 6.2 as 6.2(A) and 6.2(B).

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.2 (B) – DIRECTED AMENDMENT

(B) Where there is a delay during service provisioning, the reasons for the delay and the estimated/revised timeframe required to complete service provisioning will be made available on the OpenNet Platform. In certain instances, OpenNet may through the OpenNet Platform, ~~when available~~ request the Requesting Licensee to arrange with the End-User a reappointment after the delay is resolved. The Requesting Licensee may either arrange the reappointment or cancel the Request without charges in the event of insufficient capacity, through via the OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall

~~inform the industry when the above feature will be available on OpenNet Platform. Alternatively the Requesting Licensee has the option to cancel the Request without charges in the event of insufficient capacity within one (1) Business Day upon OpenNet's notification to Requesting Licensee of the delay.~~

Comments were received that insufficient capacity is not the only scenario where service provisioning is delayed. OpenNet's proposed amendments to the clause should apply in general to all circumstances where OpenNet is unable to provision the Request within the SAP rather than only in the event of insufficient capacity. IDA agrees with the comments received. IDA also refers OpenNet to IDA's Directed Modifications under clause 6 in relation to the timely status updates of any delays.

IDA also considers that the phrase "in the alternative" is confusing and should be removed.

For consistency and to avoid confusion, there is merit to align this clause to clause 6.2(B) under Schedule 1.

IDA understands that OpenNet has proposed to include the phrase "when available" as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

6.3 Where requested by the Requesting Licensee, OpenNet will install in-building cabling to be terminated at the First Termination Point inside the Requesting Licensee's Non-Residential Premise. However, OpenNet is not liable to provide in-building ducting and cabling due to the following reasons:

- (a) the Non-Residential Building may already have in-building ducting and cabling; or
- (b) building owners may have their own preferences, requirements and constraints for in-building ducting and cabling.

CLAUSE 6.4 – APPROVED

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- 6.4 If the Requesting Licensee requests OpenNet to install the in-building enclosure, ducting, cable tray and cabling, an additional one-time charge as stated in Schedule 15 (Charges) will be applicable.
- 6.5 Where the owner of a Non-Residential Premise requires the use of deployment technique other than open ducting (for the avoidance of doubt, such deployment shall be provided by a third party), OpenNet shall inform the Requesting Licensee, and both parties shall mutually agree to a revised implementation timeline.
- 6.6 Unless otherwise stated, OpenNet shall retain the responsibility for working at OpenNet's FDF at the Central Office and Building MDF Room, FTTB Node and First Termination Point, including Patching Service at OpenNet's FDF at the Central Office, Building MDF Room and FTTB Node in accordance with Schedule 13 (Patching Service). The Requesting Licensee shall bear the Charges for such work carried out by OpenNet.
- 6.7 Where the Requesting Licensee requests Non-Residential End-User Connection for the purpose of providing OE services to the End-User, OpenNet will provide the necessary Patching Service at OpenNet's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, OpenNet will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Non-Residential End-User Connection.
- 6.8 OpenNet will only use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the Non-Residential End-User Connection.
- 6.9 OpenNet will test the optical fibre cable from OpenNet's FDF at its designated Central Office or the Requesting Licensee's FDF at the Central Office designated by OpenNet to the First Termination Point at the Non-Residential Premise (subject to clauses 6.3 and 6.4) or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's Network ends, to ensure that the Non-Residential End-User Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.
- 6.10 OpenNet shall ensure that the optical power loss:
- (a) of any Non-Residential End-User Connection for the purpose of provision of GPON services does not exceed -28dB; and

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(b) of any Non-Residential End-User Connection for the purpose of provision of OE services does not exceed -20 dB from OpenNet's FDF in the CO or the Requesting Licensee's FDF at the Central Office designated by OpenNet to OpenNet's FDF in the Building MDF Room, and does not exceed -20dB from OpenNet's FDF in the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends.

6.11 OpenNet shall promptly notify the Requesting Licensee upon the completion of the Non-Residential End-User Connection.

CLAUSE 6.12 – APPROVED

6.12 Subject to clause 6.13 and only applicable to a Service Request with twelve (12) months minimum contract term, in the event OpenNet fails to meet the applicable service activation period for a Request, OpenNet shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the weekly recurring charge for the Non-Residential End-User Connection, subject to a maximum of 30 times the weekly recurring charge for the Non-Residential End-User Connection (**Weekly Recurring Charge**), where:

$$\text{Weekly Recurring Charge} = \text{Monthly recurring charge} \times 7 / 30$$

Subject to clause 6.13 and only applicable to a Service Request with one (1) month minimum contract term, in the event OpenNet fails to meet the applicable service activation period for a Request, OpenNet shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the daily recurring charge for the Non-Residential End-User Connection, subject to a maximum of 50% of the monthly recurring charge for the Non-Residential End-User Connection, where

$$\text{Daily Recurring Charge} = \text{Monthly Recurring Charge (1 month contract)} / 30$$

In the absence of specific feedback on the compensation arrangement for short term service, IDA is of the view that the compensation arrangement is not unreasonable and IDA will therefore approve the clause 6.12. Notwithstanding, IDA will monitor the situation and IDA reserves the right to review the compensation arrangement.

6.13 OpenNet shall not be required to compensate the Requesting Licensee under any of the following circumstances:

CLAUSE 6.13(a) – DIRECTED AMENDMENT

- (a) Delay in the granting of permission from or permission is not granted by the building owners/management or End-User to install the required Network to the Non-Residential Premise within the said building, despite OpenNet using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute questioning as to whether OpenNet has used its best endeavours to obtain expeditiously the permission, OpenNet's effort in remedying the obstruction, OpenNet will provide such evidence that it has used such as may be available of its best endeavours;

IDA notes that OpenNet has not fully given effect to IDA's Directed Modifications, as OpenNet's proposed modifications do not state that OpenNet will use its best endeavours to obtain expeditiously the permission mentioned in clause 6.13(a).

In addition, IDA refers to the IDA's Directed Amendments to clauses 2.6(d) and (e) of this Schedule 2. In the interests of consistency, IDA considers that the drafting of this clause 6.13(a) should be aligned with clauses 2.6(d) and (e) above.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (b) The owner of a Non-Residential Premise requires the use of a deployment technique other than open ducting;
- (c) The Requesting Licensee requests the deferment of the service activation date; or

CLAUSE 6.13(d) – DIRECTED AMENDMENT

- 1-(d) In the event of any obstruction from building owner or building management to OpenNet's installation or installation schedule or any of the circumstances described in cclauses 2.6(e) and 2.6(f) above during the express service activation, OpenNet shall use its best endeavours to remedy it expeditiously. The Requesting Licensee hereby acknowledges and agrees that OpenNet shall not be held liable for any delays upon OpenNet's best endeavours in attempting to resolve expeditiously any obstruction from building owner or building management. In the event the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to resolve expeditiously such obstruction questioning OpenNet's effort in

~~remedying the obstruction~~, OpenNet will provide ~~such~~ evidence ~~as may be available~~ that it has used of its best endeavours;

Comments were received that this clause should be applicable to all requests, and not only “express service activation”. After careful consideration, IDA agrees with the industry that clause 6.10(d) should be applicable to all requests.

Please also refer to IDA’s Directed Amendments in clauses 2.6 (d) and (e).

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

~~(e)(4)~~ The building which was initially under network coverage has been reconstructed and OpenNet has to reinstall its Network to the building.

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.13 or elsewhere in the ICO Agreement (unless otherwise stated), OpenNet shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

CLAUSE 6.14 - DIRECTED AMENDMENT

6.14 The Requesting Licensee may submit a Request for express service activation period of one (1) Business Day for the provision of a Non-Residential End-User Connection via manual means or OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. The OpenNet Platform will provide the available slots for express service which will be distinguishable from slots available for normal service. All Requests for express service activation shall be subject to the following conditions:

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

IDA understands that Requesting Licensees may also submit Requests for express service via manual means to OpenNet.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(a) – DIRECTED AMENDMENT

- (a) OpenNet's fibre network has already been rolled out from the Central Office to the Building MDF Room~~servicing cabinet~~ and from the Building MDF Room~~servicing cabinet~~ to the First Termination Point in the Non-Residential Premise (which must already been installed and where the location of the First Termination Point remained unchanged) or to the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located. Where the Request is submitted via the OpenNet Platform, when available,- the OpenNet Platform will also indicate if the particular premise is eligible for express service. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform;

Comments were received that “Serving Cabinet” is not defined and should be replaced with “Building MDF Room”. In the interests of clarity, IDA agrees with the comments received.

IDA notes that the provisioning of service to the Termination Point at the vertical telecommunication riser is one of the options by which Non-Residential End-User Connections may be provided to Requesting Licensees. As such, the provisioning of service to a Termination Point at the vertical telecommunication riser should also be subject to the same requirements as the provisioning of service to the Termination Point in the Non-Residential Premise and to the FTTB Node of the Non-Residential Premise. IDA also notes that express service activations for the provision of connections at the riser is not a new requirement, as OpenNet is already required to provide express service activations for both Residential and Non-Residential End-User Connections. In this regard, IDA considers that clause 6.14(a) should be amended to incorporate a reference to the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(b) – DIRECTED AMENDMENT

- (b) The maximum number of Requests for express service activation of both Residential End-User Connections and Non-Residential End-User Connections is limited to ~~forty~~ (40)a total of forty (40) Requests per Business Day from all Requesting Licensees. Each Request for express service activation of Non-Residential End-User Connection fulfilled by OpenNet will be counted towards OpenNet’s fulfilment of its Non-Residential End-User Connections Quota for all services, which must fall within the Maximum Quota;

IDA refers OpenNet to Part II and section 1 of Part III of the Explanatory Memorandum to this Further Direction. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(c) – DIRECTED AMENDMENT

- (c) Express service for 2nd Fibre activation applies only if there are available fibres in all segments from CO to the 2nd port of the First Termination Point. Where the Request is submitted via the OpenNet Platform, when available, the OpenNet Platform will also indicate if the particular premise is eligible for express service. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform;

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(d) – DIRECTED AMENDMENT

- (d) ___ There is a daily cut off-time of 12 ~~noon pm~~ for the Requesting Licensee to submit Requests for express service activation. All Requests for express service activation received by 12 ~~noon pm~~ daily will be provisioned by the next Business Day. Any Requests for express service activation received after 12 ~~noon pm~~ daily will be provisioned two (2) Business Days later;

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(e) – DIRECTED AMENDMENT

- (e) The Requesting Licensee hereby acknowledges and agrees that OpenNet shall not be held liable for any delays where OpenNet has exercised its best endeavours in its attempt to remedy expeditiously ~~any~~ obstructions from building owner, building management, home owner or End-User to OpenNet’s installation or installation schedule or any of the circumstances described in ~~C~~clauses 2.6(e) and 2.6(f) above during the express service activation. Provided that ~~In~~ in the event the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to remedy expeditiously the obstruction, questioning OpenNet’s effort in remedying the obstruction, OpenNet will provide such evidence ~~as may be available that it has used such of its~~ best endeavours ;

Please refer to IDA’s directed amendments in clauses 2.6 (d) and (e). For consistency, IDA directs OpenNet to amend the clause by incorporating the directed amendments as annotated above.

CLAUSE 6.14(f) – DIRECTED AMENDMENT

- (f) OpenNet shall only provision Requests for express service activation which meet the conditions stated in (a), (b) and (c) above, and will reject the Request for express service activation if any of the conditions in (a), (b) and (c) above or, if applicable, as specified in clauses 5.3 and 5.4 above are not met. The Requesting Licensee shall pay the applicable charges for Request for express service activation ~~an Express Service Activation Request Charge~~ in accordance with Schedule 15 (Charges);

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (g) The Cancellation Charge set out in accordance with Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the Request for express service activation after acceptance by OpenNet of such Request; and

CLAUSE 6.14(h) – DIRECTED AMENDMENT

- (h) ~~Subject to clause 6.10, the~~The provisioning of the Request for express service activation will only cover patching in Building MDF Room/FTTB Node Serving Cabinet and/or Central Office by OpenNet. The power meter measurement will be performed during patching at Central Office (from Central Office to MDF). For the avoidance of doubt, OpenNet shall comply with clause 6.10.

Comments were received that “Serving Cabinet” is not defined and should be replaced with “Building MDF Room”. IDA agrees with the comments received. In addition, IDA understands that the patching can also be performed at the FTTB Node.

Comments were received that OpenNet’s proposed modification is unclear. After careful consideration, IDA agrees that there is merit to amend the clause to clarify that OpenNet must still comply with the optical power limits set out in clause 6.10.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.15(a) – DIRECTED AMENDMENT

- 6.15 ~~(a)~~—Where the Requesting Licensee submits the order via the OpenNet Platform, when available, the OpenNet Platform will provide the available slots for express service which will be distinguishable from the slots available for normal service for Requesting Licensee to order. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. The Request for express service activation is also applicable for Non-Residential Connections where internal wiring is not required (as set out in clause 3.3) provided that the following conditions have been met:

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support

the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

In the interests of clarity, IDA also considers that this clause should be renumbered.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

FORMER CLAUSES 6.15(a)(i) and (ii) – DIRECTED AMENDMENT

~~(i) The in-building fibre (both vertical and horizontal) from MDF to the termination point is provided by the Requesting Licensee and has already been installed (as set out in clause 3.3)~~

~~(ii) The Requesting Licensee undertakes to maintain the network and troubleshoot in the event of faults;~~

IDA considers that since the in-building wiring will be installed by Requesting Licensees without OpenNet’s involvement, it is not reasonable for OpenNet to impose the condition set out in the former clause 6.15(a)(i). IDA is of the view that Requesting Licensees should be given a choice whether they wish to opt for and pay for express service activation, and that there is no justifiable reason for OpenNet to reject the express service activation order if an express slot is available and Requesting Licensees wish to install the in-building wiring later. In this regard, clause 6.15(a)(i) should be deleted in its entirety.

In the interests of clarity, IDA considers that clause 6.15(a)(ii) should be renumbered.

Accordingly, IDA directs OpenNet to amend the clauses by incorporating the directed amendments as annotated above.

CLAUSE 6.15(b) – DIRECTED AMENDMENT

(b) The maximum number of Requests for express service activation of both Residential End-User Connections and Non-Residential End-User Connections is limited to a total of forty (40) Requests per Business Day from all Requesting Licensees. Each Request for express service activation of Non-Residential End-User

Connection fulfilled by OpenNet will be counted towards OpenNet's fulfilment of its Non-Residential End-User Connections Quota for all services, which must fall within the Maximum Quota;

IDA refers OpenNet to Part II and section 1 of Part III of the Explanatory Memorandum to this Further Direction. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.15(c) – DIRECTED AMENDMENT

- (c) Express service for 2nd Fibre activation applies only if there are available fibres in all segments from CO to the 2nd port of the First Termination Point.; Where the ~~request~~Request is submitted via the OpenNet Platform, when available, the OpenNet Platform will indicate if the particular premise is eligible for express service For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform:

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.15(d) –DIRECTED AMENDMENT

- (d) There is a daily cut off-time of 12 ~~noonpm~~ for the Requesting Licensee to submit Requests for express service activation. All Requests for express service activation received by 12 ~~noonpm~~ daily will be provisioned by the next Business Day. Any Requests for express service activation received after 12~~noonpm~~ daily will be provisioned two (2) Business Days later;

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.15(e) – DIRECTED AMENDMENT

(e) The Requesting Licensee hereby acknowledges and agrees that OpenNet shall not be held liable for any delays where OpenNet has exercised its best endeavours in its attempts to remedy expeditiously any obstructions from building owner, building management, home owner or End-User to OpenNet’s installation or installation schedule or any of the circumstances described in ~~c~~Clauses 2.6(e) and 2.6(f) above during the express service activation. Provided that in ~~in~~ the event the Requesting Licensee raises a dispute questioning as to whether OpenNet has used its best endeavours to remedy expeditiously the obstruction ~~OpenNet’s effort in remedying the obstruction~~, OpenNet will provide ~~the such~~ evidence ~~as may be available~~ of that it has used such its best endeavour ;

Please refer to IDA’s directed amendments in clauses 2.6 (d) and (e). For consistency, IDA directs OpenNet to amend this clause clause by incorporating the directed amendments as annotated above.

CLAUSE 6.15(f) – DIRECTED AMENDMENT

(f) OpenNet shall only provision Requests for express service activation which meet the conditions stated in (a), (b) and (c) above, and will reject the Request for express service activation if any of the conditions in (a), (b) and (c) above or, if applicable, as specified in clauses 5.3 and 5.4 above are not met. The Requesting Licensee shall pay the applicable charges for Request for express service activation ~~an Express Service Activation Request Charge~~ in accordance with Schedule 15 (Charges); and

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

(g) The cancellation charge set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the Request for express service activation after acceptance by OpenNet of such Request.

CLAUSE 6.15 (h) – DIRECTED AMENDMENT

(h) In the event, OpenNet is unable to provision the express service within one (1) Business Day due to OpenNet’s fault, OpenNet will not charge the additional applicable charges for express service activation ~~charges~~, but impose charges applicable for normal installation service as stated in Schedule 15 (Charges) and shall provision the Request within five (5) Business Days (where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise), seven (7) Business Days

(where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or ten (10) Business Days (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required). Where~~if~~ the provisioning delay persists beyond five (5) Business Days (where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise), seven (7) Business Days (where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or ten (10) Business Days (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required), the SLG shall apply starting from the fifth (5th) Business Day (where OpenNet provides the service up to the FTTB Node of the Non-Residential Premise), seventh (7th) Business Day (where OpenNet provides the Termination Point at the vertical telecommunication riser on the same floor where the Non-Residential Premise is located) or tenth (10th) Business Day (where in-building enclosure, ducting and cabling up to the Termination Point inside the Non-Residential Premise are required) from the date of Request.

IDA refers OpenNet to Section 6 of Part III to the Explanatory Memorandum to the Further Direction in relation to the differentiation of SAP for Non-Residential End-User Connections. For consistency, IDA considers that there is a need to align clause 6.15(h) with the differentiated SAP.

For clarity, there is also a need to amend the clause.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- 6.16 (a) Should OpenNet encounter any events described in ~~c~~Clause 2.6 above which prevents the fulfilment of the Request within the stipulated service activation period, OpenNet shall inform the Requesting Licensee accordingly and provide information on (i) cause of delay, (ii) actions taken or to be taken, (iii) tentative revised RFS date including further revisions, if any and (iv) suspension of any relevant Service Level Guarantee. OpenNet shall provide the Requesting Licensee with the status of the affected orders on a periodic basis until completion. However, OpenNet may not be able to provide revised RFS date for delays outside OpenNet's control which includes but not limited to, RFS dependent on the response from Building Management, Requesting Licensee and/or End-User.

CLAUSE 6.16(b) – APPROVED

- (b) For avoidance of doubt, OpenNet shall use its best endeavours to resolve any obstructions and/or access issues but will not be responsible for the resolution or removal of such events described in ~~c~~Clause 2.6 above which prevent the fulfilment of the Request within the stipulated service activation period and OpenNet shall not be liable for any such delays.

CLAUSE 6.16(c) – DIRECTED AMENDMENT

- (c) Where there is a delay during service provisioning, the OpenNet Platform will provide the reasons for the delay and the estimated/revised timeframe required to complete service provisioning. In certain instances, OpenNet may request the Requesting Licensee to arrange with the End-User a reappointment after the delay is resolved. OpenNet will notify the Requesting Licensee via the OpenNet Platform, when available for such requests. The Requesting Licensee is able to arrange the reappointment via the OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 6.16(d) – DIRECTED AMENDMENT

- (d) If there is an undue delay for more than two (2) weeks ~~from~~after service activation date the date of Request (as stipulated under clauses 6.1 or 6.2), –due to OpenNet’s fault, the Requesting Licensee shall be allowed to cancel without incurring cancellation charges.

IDA refers OpenNet to section 3 of the Explanatory Memorandum to the Direction dated 27 February 2012.

IDA notes that OpenNet has proposed the same undue delay period of two (2) weeks for both Residential and Non-Residential End-User Connections. IDA considers that OpenNet’s proposed modification of the clause is unclear in terms of the start date of the two (2) weeks. As set out in the Explanatory

Memorandum to the Direction dated 27 February 2012, the two (2) weeks should start from the RFS date or service activation date. There is therefore merit to clarify the above.

IDA notes that OpenNet has proposed to only waive cancellation charge if it is due to OpenNet's fault. As set out in the Explanatory Memorandum to the Direction dated 27 February 2012, the waiver of cancellation charge should apply for long unresolved delay. For consistency, there is merit to align the clause to the above.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

7. RESPONSIBILITY AT DP AND OPENNET FDF

7.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access OpenNet's FDF at the Central Office and Building MDF Room, the FTTB Node and the Distribution Point.

7.2 Where the Requesting Licensee wishes to change the existing patching connection at OpenNet's FDF at the Central Office, Building MDF Room or FTTB Node, the Requesting Licensee shall submit an application for the termination of existing Patching Service and order for a new Patching Service at the Central Office, Building MDF Room or FTTB Node in accordance with Schedule 13 (Patching Service).

8. DEACTIVATION

CLAUSE 8.1 – DIRECTED AMENDMENT

8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the Non-Residential End-User Connection by giving OpenNet a Request not less than ten (10) Business Days ~~before the date of deactivation in accordance to the process described in Schedule 13 (Patching) and the timeframe for patching deactivation as described in Schedule 13 shall not apply in this specific case.~~

Comments were received that the addition of the phrase "in accordance to Schedule 13 (Patching)" is confusing and misleading, as it suggests that the request for deactivation of a Non-Residential End-User Connection should be in the form of a Patching Service Deactivation Request. It was suggested that this phrase should be deleted. After careful consideration, IDA agrees that

deactivation of Non-Residential End-User Connections under Schedule 2 should not be subject to Schedule 13 (Patching) as they are independent.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- 8.2 The cancellation of the Request for deactivation shall be submitted to OpenNet at least one (1) Business Day before the date of the deactivation of the Non-Residential End-User Connection.
- 8.3 If the Non-Residential End-User Connection service is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting Licensee must pay OpenNet one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.
- 8.4 Where any Patching Service is no longer required as a result of the termination of the Non-Residential End-User Connection, OpenNet shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges for removing the Patching Service at the Central Office designated by OpenNet in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee shall not be liable to pay any Charges for the removal of Patching Service related to or in connection with the termination of the Non-Residential End-User Connection, if such termination is the result of OpenNet's fault.

9. STANDARD TERMS AND CONDITIONS

CLAUSE 9.1 – DIRECTED AMENDMENT

9.1 OpenNet shall at its sole discretion determine its network deployment, including but not limited to the access points, fibre cable routing and location of the Central Office, Building MDF Room, FTTB Node, Distribution Point and ~~Termination Point~~ from which the Non-Residential End-User Connection is provided. Prior to installation of the Termination Point, OpenNet will assess the suitability of the location's ~~suitability~~ for the deployment of active equipment, such that there will be with adequate ventilation and power within the reach of active equipment. Notwithstanding, OpenNet's assessment and recommendation on the location of the Termination Point, OpenNet shall defer to the agreement or instructions of the End-User. The Requesting Licensee, its agents or sub contractors shall not tamper with, modify, remove or re-locate any Termination Point or any part of the Network in any way or take steps to repair any Termination Point or any part of the Network.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

- 9.2 OpenNet shall be responsible for the maintenance of the Non-Residential End-User Connection, excluding all in-building enclosure, ducting, cabling and cable tray provided by building owner installed under this Schedule.
- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use OpenNet's name, any of OpenNet's trademarks or the fact that any service is supplied using OpenNet's Network in promoting the Requesting Licensee's service.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to OpenNet's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Non-Residential End-User Connection.

CLAUSE 9.5 – APPROVED

- 9.5 If it is necessary to carry out any scheduled service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Non-Residential End-User Connection, OpenNet shall provide the Requesting Licensee with at least one (1) month's notice in advance of such interruptions, repairs or upgrades, and shall inform Requesting Licensees of the period of service interruption. OpenNet shall take reasonable measures to minimise any service disruption to the Requesting Licensee.

CLAUSE 9.6 – APPROVED

- 9.6 OpenNet shall include the following details in the written notification or via OpenNet Platform APIs to the Requesting Licensee:
- (a) Affected Location;
 - (b) Date of occurrence;
 - (c) Time of occurrence (start & end timings);
 - (d) Cause of Planned Disruption;
 - (e) Order Request Identifier of the affected orders; and
 - (f) OpenNet's Network Operations Centre Contact Number.

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

- 9.7 If the scheduled service interruption affects Non-Residential End-User Connections, OpenNet will endeavour to carry out the scheduled service interruption between 1am and 6am, unless it is not feasible for OpenNet to do so.
- 9.8 Subject to Requesting Licensee acquiring redundancy service, OpenNet shall, where technically feasible, provide assistance to the Requesting Licensee to divert its Non-Residential End-User Connection to the redundancy service before commencing the scheduled service interruption.
- 9.9 Where there are available resources, OpenNet will, where possible, first divert critical links to alternative routings before commencing the scheduled service interruption.
- 9.10 Subject to clause 9.6, OpenNet shall not be liable for any loss caused by such scheduled service interruption, except for any Service Level Guarantee that arises from OpenNet carrying out the scheduled service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance to clause 11.
- 9.11 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service and the maintenance and availability of in-building enclosure, ducting, cabling and cable tray provided by the building owner.
- 9.12 The Requesting Licensee must procure and maintain at its own cost:
- (a) any equipment or software needed to implement, receive or use the Non-Residential End-User Connection (including but not limited to any configuration of the NTE at the Non-Residential Premise);
 - (b) co-location at the designated Central Office and Building MDF Room; and
 - (c) access to the Non-Residential Premise.

DELETION OF FORMER CLAUSE 9.13 – APPROVED

CLAUSE 9.13 – DIRECTED AMENDMENT

- 9.13 Upon receipt by OpenNet of any request from Requesting Licensee for Removal, OpenNet shall check if the Termination Point is in use by any Requesting Licensee. OpenNet will reject the request if the Termination Point is in use, otherwise OpenNet shall perform such Removal which shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered

inaccessible. OpenNet ~~shall be responsible for in~~-obtaining -the relevant approvals or consent from the relevant building owner or authorities such that OpenNet and/or its contractors have Contractor has ease of access to perform such Removal. Where it is necessary for OpenNet to seek the Requesting Licensee's assistance in order to obtain such approvals or consent, the Requesting Licensee shall render all necessary assistance, and all Parties shall cooperate in good faith to secure the approvals or consent. ~~For the avoidance of doubt, all incidental costs other than including but not limited to security deposits or escort charges related to the Request for Removal shall be borne by the Requesting Licensee on a Cost Oriented Basis.~~ The Requesting Licensee will have to bear the charge for Removal of the Termination Point in accordance ~~with~~ Schedule 15 (Charges). OpenNet shall use its best endeavours to minimize damage to the wall and/or other fittings save that OpenNet shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

IDA has carefully reviewed OpenNet's proposed modifications and is of the view that OpenNet has not fully given effect to IDA's Directed Modifications.

In particular, IDA had stated that as the provider of the service, OpenNet should be responsible for securing the relevant approvals or consents from the relevant building owner or authorities. Accordingly, OpenNet should bear the costs related to securing such approvals or consents (including security deposit and where applicable, escort charges). That said, if there is a need for OpenNet to approach Requesting Licensee for assistance, Requesting Licensee should render its assistance and all parties should work together to secure the approvals or consents.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

9.14 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the optical fibre cable, equipment or facilities forming part of the Non-Residential End-User Connection.

CLAUSE 9.15 – DIRECTED AMENDMENT

9.15 Onsite charges are applicable whenever Requesting Licensee requests for OpenNet to be onsite other than for provisioning of Non-Residential End-User Connection or for reasons caused by OpenNet's fault or error.

Comments were received that it is not clear in the proposed modifications when onsite charges would not be applicable where OpenNet needs to be present to provision a service. For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 9.17 – DIRECTED AMENDMENT

9.17 Upon receipt by OpenNet of any request from Requesting Licensee for relocation or repair and replacement of Termination Point within the same premise, OpenNet shall perform such relocation or repair and replacement of Termination Point. For relocation of Termination Point, it shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Requesting Licensee will have to bear the charge for relocation or repair and replacement of the Termination Point in accordance to Schedule 15 (Charges). End-User shall ensure that OpenNet and/or its Contractor has ease of access to perform such relocation or repair and replacement of Termination Point. OpenNet shall use its best endeavours to minimize damage to the wall and/or other fittings save that OpenNet shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

IDA notes that OpenNet has not provided for a process to allow Requesting Licensee to request for relocation or repair and replacement of Termination Point within the same premise. IDA considers that it is necessary to provide for such a process in the ICO.

Accordingly, IDA directs OpenNet to incorporate this new clause as annotated above.

10. ACCESS AND APPROVALS REQUIRED

10.1 The Parties shall comply with clause 15.5 of the main body of this ICO Agreement in relation to the obtaining of all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of the Non-Residential End-User Connection.

11. FAULT REPORTING AND CLEARING

- 11.1 Each Party must have or establish a Fault Reporting and Control Centre (FCC) to act as a single point of contact for the reporting, management and clearing of faults. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.
- 11.2 It is the Requesting Licensee’s responsibility to determine the source of the fault at its own cost and to ensure that the fault does not lie within its network before reporting the fault to OpenNet. The Requesting Licensee shall pay OpenNet according to Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by OpenNet.

CLAUSE 11.3 – DIRECTED AMENDMENT

11.3 Where the fault is reported via the OpenNet Platform, the Requesting Licensee shall indicate the following:

- (a) Order Request Identifier
- (b) Requesting Licensee Incident ID
- (c) Incident type
- (d) Description of fault ticket
- (e) End-User contact details

Upon successful submission of the fault, the OpenNet Platform will provide a fault acknowledgement.

Upon receipt of a fault report from the Requesting Licensee under clause 11.2, OpenNet shall investigate the cause of the fault experienced by the Requesting Licensee in a diligent and responsible manner as would be expected of a competent service provider. OpenNet shall provide periodic updates to the Requesting Licensee on the status of the fault rectification and also updates when there is a change in status of the fault investigation/rectification work through OpenNet Platform, when available, or via manual means. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. Where a fault is reported via manual means, Requesting Licensee shall submit information as required above. OpenNet may also provide the updates and status via Email.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

IDA is of the view that Requesting Licensees must be able to submit fault report via manual means (e.g., email) to OpenNet.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

11.4 If, following investigation, OpenNet determines that the fault is at the Transmission Tie Cable at the Central Office, OpenNet will patch the Non-Residential End-User Connection to another available Transmission Tie Cable Port and charge the Requesting Licensee a Patching Charge in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Transmission Tie Cable at the Central Office.

CLAUSE 11.5 – APPROVED

11.5 If, following investigation, OpenNet determines that the fault is at the Patch Cable at the Building MDF Room, OpenNet will replace with another Patch Cable(s) and charge the Requesting Licensee a Patching Charge(s) in accordance with Schedule 15 (Charges)- if the Requesting Licensee was responsible for the fault at the Patch Cable at the Building MDF Room.

11.6 If, following investigation, OpenNet determines that no fault is found or the fault is not due to the OpenNet Network or equipment, then OpenNet shall charge the Requesting Licensee a No Fault Found Charge for the fault report in accordance with Schedule 15 (Charges).

11.7 The process for fault investigation shall be as follows:

CLAUSE 11.7(a) – APPROVED

- (a) For each of the three (3) wavelengths of 1310nm, 1490nm and 1550nm, the optical power shall be measured in accordance with clause 6.10 above where possible, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 2B).

CLAUSE 11.7(b) – APPROVED

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

(b) if the power loss do not exceed the limit specified in clause 6.10 then the following steps shall be carried out before a finding of “no fault found” will be recorded:

- determine that the patching at CO/MDF room and the patch cord are properly installed
- determine the optical power at the output of splitter port, for GPON is within acceptable limits

Or determine the optical power at the output of the OE to OpenNet’s FDF in the Building MDF room is within the acceptable limits

- determine that no macro bending that produces high loss
- determine that no dirty/damaged connector
- determine that no fibre cut or damaged Termination Point
- determine that there is no wrong patching
- measurements of the following shall also be taken :
 - optical time-domain reflectometer
 - power loss

CLAUSE 11.7(c) – DIRECTED AMENDMENT

(c) Upon completion of any ~~fault~~~~joint~~ investigation where both OpenNet and Requesting Licensee are present, OpenNet will hand over the Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the “Fault Rectification Service Report” (Annex 2B), which will state the outcome of the ~~joint~~ investigation. For fault investigation where Requesting Licensee is not required to be present~~In non-joint investigation, ie where Requesting Licensee is absent despite notification from OpenNet~~, OpenNet shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly ~~which Requesting Licensee shall not dispute~~. OpenNet shall provide periodic updates to the Requesting Licensee on the status of the ~~non-joint~~ investigation and also updates when there is a change in status of the ~~non-joint~~ investigation through OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above features will be available on OpenNet Platform.

Comments were received that the phrase “which the Requesting Licensee shall not dispute” should be deleted, as Requesting Licensees should have the right to dispute any conclusion from OpenNet as long as there is a basis,

and the basis can be supported. After careful consideration, IDA agrees with the proposed deletion of that phrase.

IDA notes that clause 11.7 deals with the process for fault investigation in general and not specifically for joint investigation process under clause 11.10. In this regard, it is necessary to generalise clause 11.7(c) to also include situation where only OpenNet is present and Requesting Licensee is not required to be present.

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 11.8 – DIRECTED AMENDMENT

11.8 If OpenNet is unable to identify any fault, OpenNet will call for a fault identification coordination meeting between OpenNet and the Requesting Licensee to identify the fault. ~~The~~ OpenNet ~~Platform~~ will notify the Requesting Licensee on the request for fault identification. The Requesting Licensee shall provide all reasonable assistance requested by OpenNet. Each Party is to bear its own cost for attending ~~with reference to clause 11.10,~~ such fault identification coordination meeting as well as any testing or trouble-shooting activities required as a result of such a meeting. For the avoidance of doubt, save as provided below, each party shall bear its own costs for the purpose of any fault investigation:

IDA is of the view that the proposed reference to clause 11.10 is not necessary and may cause confusion. In addition, there is a need to further amend the clause for clarity. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- (a) In the event that a particular fault is due to OpenNet or its contractors, OpenNet shall not impose any charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an OpenNet-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, OpenNet shall not impose the joint investigation charge on the Requesting Licensee even if the fault identification process is initiated by the Requesting Licensee.

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- (b) In the event that a particular fault is due to the Requesting Licensee or its contractors or its End-Users, OpenNet shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an OpenNet-initiated fault identification coordination meeting or an Requesting Licensee-initiated joint investigation process. In addition, OpenNet shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the fault identification process is initiated by the Requesting Licensee.
- (c) In the event that it is agreed that a particular fault is not due to OpenNet (or its contractors) or the Requesting Licensee (or its contractors or End-Users), OpenNet shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable) only if it is an Requesting Licensee-initiated joint investigation process. In addition, OpenNet shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the process was initiated by the Requesting Licensee.

CLAUSE 11.8(d) – DIRECTED AMENDMENT

(d) Except for (a) above, if it is discovered that any part of the Network located ~~in~~ the Non-Residential Premise is damaged, OpenNet shall impose the relevant charges in accordance to Schedule 15 (Charges) accordingly to the End-User and charge the End-User directly unless the damage is caused by the Requesting Licensee.

For purpose of clarity, there is merit to clarify that OpenNet will charge End-User directly for the repair of the damage to Termination Points unless it can be proven that Requesting Licensees had caused the damage.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 11.9 – DIRECTED AMENDMENT

11.9 The Non-Residential End-User Connection is deemed to be restored when OpenNet has tested and confirmed to the Requesting Licensee that the Non-Residential End-User Connection has been restored. ~~The~~ OpenNet ~~Platform~~ will notify the Requesting Licensee with the cause of fault.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated.

CLAUSE 11.10 – DIRECTED AMENDMENT

11.10 Where the Requesting Licensee has lodged with OpenNet a fault report and OpenNet is in the process of investigating the fault or where the Requesting Licensee has not lodged a fault report but suspect that there is a fault on the Non-Residential End-User Connection, the Requesting Licensee may request OpenNet for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. ~~Under such circumstances, OpenNet shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges) if the fault is not with OpenNet, otherwise OpenNet will waive the Joint Investigation Charge.~~ Subject to OpenNet’s resource availability and agreement to the date, time and venue, ~~OpenNet shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges).~~ OpenNet shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges), if the fault is not due to OpenNet. If the fault is due to OpenNet, OpenNet will waive the Joint Investigation Charge. ~~The~~ the process for a joint investigation shall be as described in clause 11.7. Clauses 11.8(a) to (c) will also apply to joint investigations under clause 11.10. Additionally, where the Requesting Licensee disputes OpenNet’s findings, the Requesting Licensee may request OpenNet for a fault identification coordination meeting.

For consistency and clarity, there is merit to align this clause to clause 11.10 of Schedule 1.

Comments were received that clause 11.10 contains two portions of drafting that are contradictory:

“Additionally, where the Requesting Licensee disputes OpenNet’s findings, the Requesting Licensee shall request OpenNet for a joint investigation.”; and

“Additionally, where the Requesting Licensee disputes OpenNet’s findings, the Requesting Licensee may request OpenNet for a fault identification coordination meeting.”

Comments were also received that in accordance with the IDA’s Directed Modifications, the line “Additionally, where the Requesting Licensee disputes OpenNet’s findings, the Requesting Licensee shall request OpenNet for a joint investigation.” should be deleted. IDA agrees with the comments.

For clarity, there is also merit to clarify that OpenNet will waive the joint investigation charge if the fault is due to OpenNet.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

11.11 Where the joint investigation shows that the fault is not due to the Requesting Licensee’s network, OpenNet shall delay the billing start date for such Non-Residential End-User Connection to the time such fault is rectified. In the event that the joint investigation team encounters a delay in fault rectification due to the applicable circumstances stated in ~~Clause~~ Clause 2.6 above, the billing start date shall be adjusted to exclude the delays attributable to the applicable circumstances in Clause 2.6. For the avoidance of doubt, this Clause 11.10 shall only apply to faults reported by the Requesting Licensee when the Requesting Licensee’s installation of its equipment takes place within seven (7) calendar days (excluding Sundays and Public Holidays) from OpenNet’s handover of the First Termination Point to the Requesting Licensee.

11.12 The Requesting Licensee acknowledges that OpenNet may temporarily disconnect the Requesting Licensee’s Non-Residential End-User Connection to perform reasonable fault analysis and line testing on the Non-Residential End-User Connection. OpenNet shall conduct such disconnection only as it reasonably considers necessary. OpenNet shall notify the Requesting Licensee at least ~~(thirty~~ (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.

11.13 Each Party shall maintain and store its own records of faults and repairs.

Mean Time To Recovery

11.14 OpenNet shall restore any fault within a standard Mean Time To Recovery (**MTTR**) of eight (8) hours.

11.15 Subject to clause 2.6, the MTTR shall be the average time OpenNet took to restore service for all fault incidents for all Non-Residential End-User Connections acquired by the Requesting Licensee under this Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet’s control. For the avoidance of doubt, the MTTR is calculated as follows:

$$\frac{\sum X}{Y}$$

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Where X = Time taken to restore fault incidents for each Non-Residential End-User Connection during a month as described above

Y = Total number of affected Non-Residential End-User Connections in the same month

CLAUSE 11.16 – DIRECTED AMENDMENT

11.16 In the event OpenNet fails to meet the standard MTTR for a particular month, OpenNet shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of -services_-affected, multiplied by the Weekly Recurring Charge for the Non-Residential End-User Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the Non-Residential End-User Connection. This shall not apply to Non-Residential End-User Connections with one (1) month minimum contract term.

In light of the insertion of the new clause 11.17 which covers services with one (1) month minimum contract term, IDA considers that clause 11.16 should expressly clarify that it does not apply to services with a one (1) month minimum contract term. In the interests of clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 11.17 – DIRECTED AMENDMENT

11.17 Where the service affected is on a one (1) month minimum contract term, OpenNet shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of one month short term services affected, multiplied by the daily recurring charge for the Non-Residential End-User Connection, subject to a maximum of 50% of the monthly recurring charge for the Non-Residential End-User Connection, where

Daily Recurring Charge = Monthly Recurring Charge (1 month contract) / 30

For the avoidance of doubt, the standard MTTR of eight (8) hours in clause 11.14 and the MTTR calculation in clause 11.15 shall apply.

Comments were received that it is unclear how the compensation regime set out in this clause 11.17 would work. After careful consideration, IDA is of the view that there is merit in clarifying the operation of this clause. In the interest

of clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

12. SERVICE LEVEL AVAILABILITY

12.1 OpenNet shall offer a service level availability of 99.99% per month for the Non-Residential End-User Connection. OpenNet shall offer to rebate the Requesting Licensee ten percent (10%) of the Monthly Recurring Charge if OpenNet fails to meet the service level availability for that month.

12.2 Service level availability for the Non-Residential End-User Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = 24 hours x number of days for the month (in hours); and

B = total network outage time for the Non-Residential End-User Connection in the same month (in hours)

12.3 Subject to clause 2.6, the total network outage time is the sum of all minutes for which the Requesting Licensee Non-Residential End-User Connection is unavailable measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet’s control.

13. PROTECTION AND SAFETY

13.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of any equipment within its Network on its side of the connection at the designated Central Office and the Non-Residential Premise.

13.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Non-Residential End-User Connection, its operations and its implementation of this Schedule:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and

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- (b) do not damage, interfere with or cause any deterioration in the operation of the OpenNet Network.

14. TERM OF LICENCE

- 14.1 The minimum contract term for a Non-Residential End-User Connection shall be one (1) month or twelve (12) months, as the case may be, starting from the service activation date of the Non-Residential End-User Connection.

15. SUSPENSION

- 15.1 OpenNet may suspend the Requesting Licensee's licence to the Non-Residential End-User Connection at any time until further notice to the Requesting Licensee if the Non-Residential End-User Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of OpenNet or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the OpenNet Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.
- 15.2 Without limiting the exclusions or limitations of liability in this ICO Agreement, OpenNet shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of a Non-Residential End-User Connection licence under this clause 15.

16. TERMINATION OF LICENCE

- 16.1 The Requesting Licensee shall keep OpenNet informed on the Requesting Licensee's utilisation of each Non-Residential End-User Connection six (6) months from the service activation date and when there are changes to the utilisation.
- 16.2 The Requesting Licensee must use or activate a service to a Retail Service Provider using the Non-Residential End-User Connection within six (6) months from the service activation date of the Non-Residential End-User Connection. If the Requesting Licensee fails to do so, OpenNet will deactivate the Non-Residential End-User Connection upon giving the Requesting Licensee ten (10) Business Days prior notice, and the Requesting Licensee did not dispute such written notice given by OpenNet. The Requesting Licensee must pay OpenNet the Monthly Recurring Charges for the remainder of the minimum contract term.
- 16.3 OpenNet may immediately terminate a licence of Non-Residential End-User Connection under this Schedule if:

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- (a) the Requesting Licensee is no longer an FBO;
- (b) the OpenNet ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;
- (c) the Authority removes the requirement for OpenNet to supply Non-Residential End-User Connection under the OpenNet ICO or exempts OpenNet from supplying Non-Residential End-User Connection under the ICO Agreement, provided that the date of termination shall not be earlier than the effective date of the Authority's decision;
- (d) in OpenNet's reasonable opinion, the Requesting Licensee is using the Non-Residential End-User Connection in contravention of an applicable law, licence, code, regulation or direction and OpenNet has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (e) in OpenNet's reasonable opinion, the Requesting Licensee is using the Non-Residential End-User Connection in a manner which places or allows a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and OpenNet has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;
- (f) the Non-Residential End-User Connection is used other than the purposes specified in clause 1;
- (g) the licence in respect of Co-Location Space to which the Non-Residential End-User Connection is connected has been terminated or has expired;
- (h) the Non-Residential End-User Connection has become unsafe for its purpose; or
- (j) OpenNet's right to own, maintain or operate the Non-Residential End-User Connection has been revoked or terminated or has expired.

16.4 Either Party (**Terminating Party**) may terminate the Non-Residential End-User Connection:

- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains unremedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party;

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- (b) if the Requesting Licensee's Non-Residential End-User Connection licence has been suspended pursuant to clause 15.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or
- (c) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains unremedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).

16.5 Upon termination of the licence of Non-Residential End-User Connection:

- (a) the Requesting Licensee must immediately discontinue the use of the Non-Residential End-User Connection; and
- (b) the Requesting Licensee must without undue delay disconnect all equipment connected to the Non-Residential End-User Connection; and
- (c) OpenNet shall be responsible for removing all necessary Patching Services at the Requesting Licensee's cost in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee will not be liable for OpenNet's costs of removing all necessary Patching Services, if the termination is the result of OpenNet's fault.

16.6 If the licence of a Non-Residential End-User Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to OpenNet for the Monthly Recurring Charges for the remainder of the minimum contract term.

CLAUSE 16.7 – APPROVED

16.7 If the Requesting Licensee fails to disconnect its equipment from the Non-Residential End-User Connection under clause 16.5(b), OpenNet may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to OpenNet all reasonable costs associated with the work undertaken by OpenNet including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against OpenNet in connection with the removal and/or disposal of the Requesting Licensee's equipment from the Non-Residential End-User Connection.

17. REDUNDANCY SERVICE

CLAUSE 17.1 – DIRECTED AMENDMENT

17.1 The Requesting Licensee may acquire:

- (a) for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services, one separate fibre strand from OpenNet's splitter at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends;
- (b) for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services, one separate fibre strand from OpenNet's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~n~~Network ends; or
- (c) for a Non-Residential End-User Connection of 1:1 Split Ratio , one separate fibre strand from OpenNet's FDF at the CO to the First Termination Point of the Non-Residential Premise (subject to clauses 6.3 and 6.4) or to the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~n~~Network ends

(**Redundancy Service**) at the same prices, terms and conditions as the Non-Residential End-User Connection, through a request in the form of Annex 2A either via manual means manually or ~~via the~~ OpenNet Platform, unless stipulated otherwise in this clause 17.

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet's connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, OpenNet's Redundancy Services for Non-Residential End-User Connections should be modified to reflect the same.

There is also a need to further amend this clause for consistency.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

- 17.2 OpenNet shall provide the Redundancy Service via the same duct and along the same path as the existing Non-Residential End-User Connection, without Duct Diversity and without Path Diversity. OpenNet may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Non-Residential End-User Connection.
- 17.3 The Requesting Licensee is eligible to acquire a Redundancy Service for the Non-Residential End-User Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent Non-Residential End-User Connection to the same Non-Residential Premise. The Requesting Licensee may request OpenNet to reject the Request for the Non-Residential End-User Connection in the event that OpenNet is unable to provide the Redundancy Service, but such Requests for the Non-Residential End-user Connection and the Redundancy Service must be submitted together to OpenNet.
- 17.4 The Requesting Licensee shall be responsible, at its own cost and equipment, for the implementation of diversity or redundancy for its services using the Redundancy Service provided by OpenNet.
- 17.5 OpenNet shall make the Redundancy Service available to the Requesting Licensee, except where OpenNet is unable to build the requisite infrastructure (other than fibre) to provide the Redundancy Service or due to any of the reasons stated in clause 5.4.

18. RELOCATION SERVICE

CLAUSE 18.1 – DIRECTED AMENDMENT

- 18.1 The Requesting Licensee may request to relocate the End-User Connection for an End-User to the End-User's new or other non-residential address (**Relocation Service**) via manual means or the OpenNet Platform when available (which OpenNet shall inform the industry when the above feature will be available on OpenNet Platform), giving, amongst others, the following information:

IDA understands that OpenNet has proposed to include the phrase “when available” as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform. IDA understands that Requesting Licensees may also submit relocation requests via manual means (e.g., email) to OpenNet. Accordingly, IDA directs OpenNet

to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 18.1(i) – APPROVED

- i. The Order Request Identifier of existing connection at old Non-Residential Premise
- ii. Service activation date at new Non-Residential Premise

DELETION OF FORMER CLAUSE 18.1(iii) – APPROVED

CLAUSE 18.1 (iii) – DIRECTED AMENDMENT

- iii. All applicable supporting documents evidencing that the ~~Request~~ request for Relocation is at the request of or for the benefit of one End-User.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 18.2 – DIRECTED AMENDMENT

~~1.18.2~~ Subject always to the terms of this Schedule, OpenNet shall provide the Relocation Service by installing (where applicable) and activating a new Non-Residential End-User Connection at the new Non-Residential Premise in accordance to clause 6, followed by deactivation of the existing Non-Residential End-User Connection at the former ~~—Non-Residential Premise~~premise. The expiry date of the minimum contract term which will be computed from the initial Request remains unchanged.

For clarity, there is merit to clarify that the activation of new Non-Residential End-User Connection will include any necessary installation works.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 18.3 – DIRECTED AMENDMENT

~~2.18.3~~ For the avoidance of doubt, each ~~Request~~ request for Relocation Service shall constitute one (1) Request for Non-Residential End-User Connection of which must fall within the ~~Maximum Quota~~ Non-Residential End-User Connections Quota.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 18.4 – DIRECTED AMENDMENT

18.4 The Requesting Licensee shall make payment of the applicable charges for every ~~Request~~request for Relocation Service which includes charges for Relocation Service, Installation and activation of Patching in the CO (where applicable) and deactivation of Patching in the CO and MDF Room in accordance to Schedule 15 (Charges), where applicable. A Cancellation Charge as set out in Schedule 15 (Charges) shall be applicable if the Requesting Licensee cancels the ~~request~~Request for Relocation Service after acceptance by OpenNet. A change in the End-User's new Non-Residential Premise address constitute a cancellation.

IDA notes that there is a charge for patching at the CO and the patching is only needed in cases where a new splitter is utilised. In this regard, there is merit to make clear the above.

IDA further notes that there may be charges associated with the removal of patching during relocation. For clarity, there is merit to make clear the above.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 18.5 – DIRECTED AMENDMENT

18.5 At all times, the Requesting Licensee shall be solely responsible for the relocation of its services to the End-User arising from the ~~Request~~request for Relocation Service.

For clarity, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

19. ADDITIONAL TERMINATION POINTS

CLAUSE 19.1 – DIRECTED AMENDMENT

19.1 ~~(A) The Requesting Licensee may acquire~~ Subject to paragraphs (B) and (C) below and clause 19.2, the Requesting Licensee may request, and OpenNet shall install additional termination point, by providing:

~~1.a.~~ for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing GPON services, one separate fibre strand from OpenNet's splitter at the Building MDF Room to the Additional Termination Point of the Non-Residential Premise (subject to ~~C~~clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends;

~~2.b.~~ for a Non-Residential End-User Connection of 1:16 Split Ratio for the purpose of providing OE services, one separate fibre strand from OpenNet's FDF at the Building MDF Room to the Additional Termination Point of the Non-Residential Premise (subject to ~~C~~clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends; or

~~3.c.~~ for a Non-Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from OpenNet's FDF at the CO to the Additional Termination Point of the Non-Residential Premise (subject to ~~C~~clauses 6.3 and 6.4) or to the Additional Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located or otherwise to the FTTB Node of the Non-Residential Premise where OpenNet's ~~N~~network ends.

on the same terms and conditions as the Non-Residential End-User Connection. The Requesting Licensee's request may be submitted via manual means, or the OpenNet Platform when available, unless stipulated otherwise in Clause 19. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

(B) OpenNet will only install an Additional Termination Point within a Non-Residential Premise if all the fibre of the First Termination Point in that Non-Residential Premise is in use.

(C) Notwithstanding paragraph (B), where not all the fibre of the First Termination Point in a Non-Residential Premise is in use, the Requesting Licensee may request for the installation of an Additional Termination Point in the vertical telecommunications riser and/or the FTTB Node.

IDA notes that an Additional Termination Point will only be provided to a Non-Residential Premise when all the fibres in the First Termination Point in that Non-Residential Premise are in use. However, IDA considers that the foregoing should not apply in cases where the Additional Termination Point requested is to be located in the vertical telecommunications riser. In other words, where not all the fibres of the First Termination Point in a Non-Residential Premise have been used, Requesting Licensees should still be able to request for the

installation of Additional Termination Point in the vertical telecommunications riser. For clarity, IDA considers that there is merit to clarify the above.

IDA refers to the newly-inserted clause 20.1 below, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet's connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, clause 19.1 should be modified to reflect the same.

IDA understands that OpenNet has proposed to include the phrase "when available" as it will need some time to effect changes to its Platform to support the changes in the ICO. To avoid confusing the industry, OpenNet should inform the industry when certain features will be available on the Platform.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

FORMER CLAUSE 19.2 – DELETION APPROVED

CLAUSE 19.2 – APPROVED

19.2 The Requesting Licensee shall pay OpenNet the applicable Installation Charges for Additional Termination Point specified in Schedule 15 (Charges) for provisioning the Non-Residential End-User Connection for each Additional Termination Point.

20. Termination Point in the Vertical Telecommunication Riser

CLAUSE 20.1 – DIRECTED AMENDMENT

20.1 Where the Requesting Licensee elects to initiate the Non-Residential End-User Connection starting from the Termination Point in the vertical telecommunication riser on the same floor where the Non-Residential Premise is located, the Requesting Licensee shall perform all the necessary work to provision its services and be responsible from the Termination Point in the vertical telecommunication riser to the Non-Residential Premise served. For avoidance of doubt, this Termination Point in the vertical telecommunication riser can only be used to serve a Non-Residential ~~End-User~~ Premise. OpenNet shall retain the responsibility for all works at OpenNet's FDF at the Central Office, Building MDF Room and FTTB Node, including Patching Service at each of the aforesaid location in accordance with Schedule 13 on Patching

Services. The Requesting Licensee shall bear the Charges for such works carried out by OpenNet.

For consistency, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 20.2 – DIRECTED AMENDMENT

20.2 Where the Requesting Licensee requests for Non-Residential End-User Connection for the purpose of providing OE services to the End-User, OpenNet ~~wi~~shall provide the necessary Patching Service at OpenNet’s FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, OpenNet will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Non-Residential End-User Connection.

Comments were received that this clause 20.2 should be modified to be consistent with clause 6.7 of this Schedule 2, which sets out the terms under which OpenNet will provide the necessary Patching Service and Patch Cable for Non-Residential End-User Connections. Following careful consideration, IDA is of the view that it would be reasonable to expect the Patching Service and Patch Cable provided by OpenNet under this clause 20.2 to be consistent with the terms of clause 6.7.

Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

ANNEX 2A – DIRECTED AMENDMENT

IDA refers to the newly-inserted clause 20.1 above, which gives Requesting Licensees an additional option for deploying Non-Residential End-User Connections, by picking up OpenNet’s connection from the vertical telecommunication riser on the same floor where the Non-Residential Premise is located.

IDA considers that, in accordance with the addition of such deployment scenario, Annex 2A should be modified to reflect the same.

There is also merit to make clear that OpenNet may provide Additional Termination Point.

Accordingly, IDA directs OpenNet to amend Annex 2A by incorporating the directed amendments as annotated below.

Request Form for Non-Residential End-User Connection		
Requesting Licensee	Please Tick only one option: <input type="checkbox"/> Relocation Service from one Non-Residential Address to another Non-Residential Address <input type="checkbox"/> New End-User Connection	
	For Request request for Relocation Service from one Non-Residential Address to another Non-Residential Address, please provide: Order Identification Number (ORI) of existing connection: _____	
	Date of Application: _____ Requested Date of Activation: _____ Preferred Installation Session*: AM/PM (if applicable)	Application Reference Number: \ _____
	Non-Residential End-User Name: _____ _____	Non-Residential End-User Telephone Number: _____
	Non-Residential End-User Installation Address: _____	
	For NEW connection, please select: Split Ratio: 1:1 / 1:16 Technology: GPON / OE (only applicable for 1:16 Split Ratio) (Change of Split ratio is not allowed for Relocation Service from one Non-Residential Address to another Non-Residential Address)	Option: (a) In-building wiring to First Termination Point: self provide / request OpenNet to install (b) <u>Termination Point in the vertical telecommunication riser</u>
Term of Licence : <input type="checkbox"/> One (1) month / <input type="checkbox"/> Twelve (12) months		

ANNEX 2A: REQUEST FORM FOR NON-RESIDENTIAL END-USER CONNECTION

	Any other info: _____ <input type="checkbox"/> Redundancy Service is required <input type="checkbox"/> Request for Non-Residential End-User Connection to be rejected if Redundancy Service is not available
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For and on Behalf of Requesting Licensee

Requesting Licensee	Sign: _____	Company Stamp: _____
	Name: _____	Company Name: _____
	Designation: _____	
	Contact Number, Fax and email address _____	


Part 1: Date: _____

OpenNet	<input type="checkbox"/> Application accepted: Circuit Identification Number: _____ Tentative Provision Date : _____ Able to provide in-building wiring to First Termination Point (Y/N)	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____

Part 2: Date: _____

OpenNet	<input type="checkbox"/> Circuit Provision: _____ Revised Provision Date (where applicable): _____ Reason: _____ Any other reason: _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	

ANNEX 2B: FAULT RECTIFICATION SERVICE REPORT

 WHERE POSSIBLE (Measured by ON) Service Report									
Appointment Date: Time:	Arrival Time: Completion Time:								
Trouble Ticket No:	<input type="checkbox"/> 1 hour activation <input type="checkbox"/> Maintenance Fault Rectification <input type="checkbox"/> Follow up end-user appointment								
END-USER INFORMATION									
Authorised Person Name:	*Mr/Mrs/Miss/Mdm/Dr								
Contact no:	(HP):								
Company:									
Registered Address:	Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)								
LOCATION OF INSTALLATION									
A-END (CO/MDF)	B-END (CO/MDF, End-User's Premise)								
Blk/House: _____ Unit No: # _____ - _____	Blk/House: _____ Unit No: # _____ - _____								
Street Name: _____	Street Name: _____								
Building Name: _____ Postal code: S(_____)	Building Name: _____ Postal code: S(_____)								
End-User Declaration (check only one box)									
<input type="checkbox"/> I am the owner of the above premises <input type="checkbox"/> I, Name: _____, am authorised by the owner of the premise and/or the above-stated company to sign this form and permit OpenNet Pte Ltd or its contractor to enter the premises and conduct the fault rectification work. I will bear full responsibility if the owner should dispute (a) my authority, or (b) any action taken by OpenNet Pte Ltd at my instructions.									
Company Stamp (if applicable):									
For Official Use Only									
OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by RL)									
Fault description:									
Test Measurement (CO to Serving Cabinet):	<table border="1"> <tr> <td>1310nm</td> <td></td> <td>1490nm</td> <td></td> <td>1550nm</td> <td></td> <td>Distance (m)</td> <td></td> </tr> </table>	1310nm		1490nm		1550nm		Distance (m)	
1310nm		1490nm		1550nm		Distance (m)			
Test Measurement (CO to 1 st TP):	<table border="1"> <tr> <td>1310nm</td> <td></td> <td>1490nm</td> <td></td> <td>1550nm</td> <td></td> <td>Distance (m)</td> <td></td> </tr> </table>	1310nm		1490nm		1550nm		Distance (m)	
1310nm		1490nm		1550nm		Distance (m)			
Test Measurement (Segment Services A-END to B-END)	<table border="1"> <tr> <td>1310nm</td> <td></td> <td>1490nm</td> <td></td> <td>1550nm</td> <td></td> <td>Distance (m)</td> <td></td> </tr> </table>	1310nm		1490nm		1550nm		Distance (m)	
1310nm		1490nm		1550nm		Distance (m)			
Certified by ON:									
Technician Name:	Date:								
Technician Signature:	Time:								

ANNEX 2B: FAULT RECTIFICATION SERVICE REPORT

Fault description:							
Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm		Distance (m)
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm		Distance (m)
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm		Distance (m)
Certified by :							
RL Name:				Date:			
RL Signature:				Time:			
Fault Root Cause Description							
ACTION TAKEN/ADDITIONAL REMARKS							
CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE							
Remarks/Comments:							
This is to acknowledge that the fibre fault rectification has been attended and the fault resolution is effective							
Fault Attended by:				Resolution Accepted by End-User:			
Technician Name:				End-User Signature:			
Technician Signature:							
Resolution Verified and Accepted by RL (Only applicable for <u>1 hour activation</u>) :							
RL Name:				RL Signature:			

End-Users can refer to their retail service providers for more information to address and resolve any end-user service related issues.

*Please delete where inapplicable

ANNEX 2B – APPROVED