27 Dec 2011

Ms Aileen CHIA
Deputy Director-General (Telecoms and Post)
Infocomm Development Authority of Singapore ("IDA")
Via Fax: 6211-2116 and Email: IDA_Consultation@ida.gov.sg

Dear Ms Chia,

**RESPONSE TO THE PUBLIC CONSULATATION ON THE REVIEW OF INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON THE NEXT GENERATION NATIONWIDE BROADBAND NETWORK**

1. **Declaration of Interest**. SuperInternet ACCESS Pte Ltd ("SuperInternet") is an SBO(I) licensee and has been providing Internet Access and associated services since 2000. In 2005 SuperInternet commenced an IP Telephony Service based on the Level 3 phone numbers and currently offers a converged voice and data service. Earlier this year, SuperInternet commenced offering services on the Next Generation Nationwide Broadband Network ("NGNBN") as a Retail Service Provider ("RSP"). Our interest in this proceeding lies primarily in how our services offered to our end users are affected by the misfeasance, nonfeasance and malfeasance on the part of the NetCo. Furthermore, it is our intent in this response to particularly highlight the extent to which the current NetCo's ICO ("the ICO") document allows for these actions and non-actions. SuperInternet's interest also lies in the fact that our desire to maintain our competitiveness in the industry is likely to compel us, in the very near future, to accept the ICO in its form then.

2. **Lack of Status Updates.** There is a complete dearth of obligations in the ICO to provide formal status updates. A basic norm of project management is the effective communication of current status amongst parties. SuperInternet's position is that the ICO must be amended to include milestones with time checks and corresponding obligations the NetCo provide updates at these points. This should include but not be limited to, (i) Site Survey Arranged; (ii) Site Survey Completed; (iii) Cabling plans submitted to BM/Awaiting BM Approval; (iv) BM Approval obtained/Cabling to commence on <date> (v) cabling to TP completed; (vi) backend patching at CO and/or MDF completed. Where there is said to be an issue of BM obstruction (whether or not in violation of the COPIF), the NetCo should be obliged to provide a "certificate" detailing formally and specifically the type of obstruction. For example, in cases where the BM refuses to undertake the opening of access panels, the said certificate should clearly state the BM representative's name and contact number and at which meeting with whom from the NetCo present (name and contact number) that what would or would not be done. A large amount of effort is current being unnecessarily expended on obtaining the above stated information in order to push on towards a resolution. We would add that the communication from the NetCo must not be under a confidential cover as the parties down the line (c.f. the NGNBN framework's 3 tiered model and with the end-users beyond the said 3 tiers) will need to convey this information to the end-user. Presently, this type of information is presented in an unstructured manner and does not therefore result in a statement which can be forwarded to the end user. SuperInternet has also been faced with multiple cases where the final RFS dates have been missed but no status is available from the NetCo as to why this is the case and information is not forthcoming without much cajoling. As per the current framework, end-users contact the RSP (i.e. SuperInternet) about the status of their service order but we are unable to provide any updates as the OpNet has provided none because the NetCo has in turn given none to them and is not obliged to do so. Quite apart from any and all other underlying issues which prevent the service from being rolled out, the obligation to communicate the status of the order itself must be rectified.

3. **Service Activation Period ("SAP") not met.** Specifically for Non-Residential orders, IDA would already be fully aware of the proportion of cases which do not meet the 10 day SAP. We submit that the supposed justifiable reasons for these delays are often not legitimate but even if IDA were to rule that the delays are in fact justifiable, this does not detract from the fact that the 10 day SAP is, in practice, not being achieved for most orders. Furthermore, the rebates for missing the SAP are of an inconsequential quantum to elicit any effort to not miss the SAP. It is also our submission that the 10 day SAP timeframe ought to be re-imposed after any initial obstructions have been overcome. Presently, once there is any obstruction to the provisioning of an order, the entire SAP mechanism is rendered void. We would add also that there are a significant number of cases where the OpCo and

us, the RSP, have gone on-site to do our part of the installation only to find that there is no signal whatsoever at the TP. With specific reference to this high instance of low quality of service, it is inconceivable to us how IDA would consider permitting the new "no fault found" provisions and related charges proposed by the NetCo. As a minimum safeguard, even if IDA were to agree the no fault found charges which the NetCo seeks, the burden of proof that there was in fact no fault found should be on the NetCo as opposed to being on the RL, all the more so when taken into the context of the historically observed high instance of no signal at the TP.

4. **New Buildings Skipped Over.** It has become increasing obvious that most, if not all, new developments both residential and non-residential have been skipped over by the NetCo in their rollout. It should be obvious that new buildings are prime opportunities for RSPs to secure new clients. With no NGNBN fiber reach to these buildings, the sole Dominant licensee with fiber into the building becomes the de-facto service provider and the local telecommunications landscape does not improve.

5. **NBAPs.** It has been said that the NetCo should provide services on a cost oriented basis. If the preceding statement is correct, then an RL taking over a fiber at the MDF/FTTB/FDP should be permitted to run that said fiber to anywhere else. There is no additional cost of cabling to the NetCo. The only possible reason for a higher charge for NBAPs is their supposed greater utility for the RL and this ought not to be a legitimate point for an entity mandated to operate and charge on a cost oriented basis, otherwise this might also be construed to be restriction as to the use of the service.

6. **Building Classification.** The classification of buildings for the purpose of NGNBN provisioning must be made certain. The current environment of end-users having to "prove" residential (or commercial) status is highly unsatisfactory. Furthermore, as it now stands, the time to rectification of any misclassification is indeterminate and we have seen it run into multiple months. SuperInternet submits that an unequivocal reference point should be identified for classification and that this be adhered to. The proposed amendment to the ICO where the NetCo is imbued with the right to determine classification borders on the absurd.

7. **Database Errors.** The cases where a coverage check returns a "null" from the NetCo's database appears us to be increasing. We understand this status of "null" to be an anomaly which requires manual intervention but such intervention has been painfully slow in coming. With reference to the point made above about the SAP, such database issues also add to the actual total time taken to provision the service.

8. **Order quota and merged queues.** SuperInternet submits that the quota and therefore queue for Non-Residential service provisioning should be separate and distinct from the Residential provisioning. It does not make commercial sense for a higher value non-residential service to be held-up by an marketing blitz for a residential service. Furthermore, with the dismal number of Non-Residential circuits, we submit that it ought to be in the regulator's interests to see that non-residential circuits are not inequitably queued with mass market residential services.

9. **Reciprocity and basic equity.** The proposed ICO borders on an unconscionable contract with its highly unbalanced obligations. For each and every provision where the NetCo seeks to impose and charge on the RL, there ought to be a reciprocal provision for damages where the NetCo is at fault. For example, the "missed Appointment" charge should apply to the NetCo when its representatives miss the said appointment and where the criteria to deem and appointment missed is identical. We would add that the instances of 11$^{th}$ hour reschedules on the part of the NetCo are commonplace in the field along with cases also of NetCo representatives not keeping to originally scheduled times.

10. **Spring-Boarding**. The NetCo cannot be allowed to shirk from their responsibilities in cases where they have elected to place their serving FDF in the MDF of a property to which they cannot subsequently get access. We are seen multiple cases where the serving MDF is located in a development near to but apart from the actual target address of our End User. The NetCo then claims that it is unable to gain access to the serving MDF and therefore cannot provision the service. SuperInternet urges IDA to closely examine if any terms of the original NetCo award have been breached by these cases. It must be for the NetCo to secure their right-of-way/access to wherever they have elected to place their equipment.

11. **Specific Comments on the clauses:**

**ICO Main Body:**

| Clause | Comments |
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| **18.8** | The Entire 18.8 and all subsections should not be accepted as it gives Opennet the right to unilaterally impose highly onerous Security Requirements on an RL. Furthermore, with the initial funding from IDA, Opennet's risk is substantially non-existent. |
| **18.8(b)(ii)** | The highly arbitrary nature of this clause is unreasonable. It is foreseeable that an RL may have a particularly "good" month resulting in a higher than normal invoice but only for that said month but thereby opens itself to a 3X security requirement on that invoice. If this clause is to be allowed at all, it should be on the basis of an average rather than spikes. |
| **18.9** | There is no justification for this change, a 7 day timeframe is common practice. |
| **19.11** | The Receiving Party should not be required to inform the Disclosing Party where the instance is covered by 19.10(b), (c) or (d). All parties should be prepared that matters may be disclosed as in 19.10 (b) (c) (d) at any time. Furthermore, such disclosures may oftentimes be subject to a directive which itself is covered by the OSA resulting in a highly conflicted set of circumstances. SuperInternet submits that IDA should mandate the insertion of clauses into any model confidentiality agreement which explicitly allow for disclosure to the likes of 19.10(b) (c) (d) without the obligation to inform the Disclosing Party or at least not when the disclosure itself is compelled by a directive which itself is confidential and potentially subject to the OSA. |
| **21.1** | The last line "..does not participate in the provision of… services" must be factually incorrect. The passive infrastructure is an integral, not separate part, of the service as a whole. Where the end customer's service is interrupted by failure of the physical passive infrastructure, it cannot be said that OpenNet "does not participate in the provision of… services" |
| **21.2** | With OpenNet's continued refusal to provide formal and timely Fault Reports, this clause which may otherwise appear innocuous actually puts the burden of proof for "not falsely attributing to OpenNet" the blame for a fault or circumstance. |

**Detailed Comments on Schedule 1:**

| Clause | Comments |
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| **2.6(c)** | It is common practice that a meeting of sorts will be required for the coordination among parties the mere occurrence of such a meeting should not be good grounds for the SLG to be negated. |
| **2.6(d)** | This clause is far too broad. If allowed at all, it should be strictly limited to the end-user itself imposing the requirement for permission. In other cases, it should be for OpenNet to have already sought the necessary right-of-way to effect the works. In any case, this clause should not be applicable for Spring-boarding cases but it would appear from the current wording that it is in fact applicable which ought not to be. |
| **2.6(e)** | The burden of proof that the case is in fact one of BM obstruction should be placed on OpenNet. As mentioned in the summary points above, OpenNet should be made to provide a certificate stating clearly the details of the obstruction failing which the SLGs must still apply. |
| **2.6(h)** | OpenNet cannot be sole party to determine the status of "No-Fault-Found". A clear set of enforceable guidelines should be spelt out to allow for RL's to confirm and prove with certainty that there was in fact no service at the time of reporting. We would propose that this be a reading from an OPM showing no signal. |

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| **2.6(i) and (j)** | SuperInternet brings it to the attention of IDA that the current number of disruptions to NGNBN circuits has far exceeded any other telecommunications service that we have ever deployed to date. Furthermore, for the first time ever are we seeing maintenance of links being done during office hours.<br><br>We submit that these 2 clauses should be altered ensure that service interruptions are within a reasonable duration, frequency and time.<br><br>It is already becoming practically known that the NGNBN service is "not as reliable" as other services due to the frequent, albeit scheduled, disruptions. |
| **2.7** | The clause is inequitable and unconscionable as it would allow OpenNet to effectively hold all rebates indefinitely unless the RL submissively accepts everything OpenNet dictates. The days of such high handed autocratic rule are over. We note however, that this is effectively being exercised today as none of our SAP claims since earlier this year have been processed. |
| **2.8** | A breach is a breach. OpenNet should not be allowed to rely on the SLG framework to protect itself from the consequences of a fundamental breach of contract which would be what the repeated failures amount to. It must be assumed in any agreement that the SLG framework is meant to handle the exceptions and not the norm. When the SLG framework is invoked for more than just a nominal number of cases, this must be capable of being considered a fundamental breach and attract the corresponding remedies. |
| **2.9** | The remedies are hopelessly insufficient and inadequate. As per our comments above for clause 2.8, where the failure to meet the obligations has become the norm rather than the exception, the remedies available to the RL should not be limited to only the said SLG framework.<br><br>Alternatively, IDA should review the extent to which the SLG framework is sufficiently onerous upon OpenNet to compel it ensure that the SAPs are met. |
| **3(A)(c)** | If OpenNet is to be allowed to now impose an additional charge that it might arguably have missed out in its original submission, then IDA should, on behalf of the RLs, similarly seek to impose far higher SLGs which it might heretofore have deemed unnecessary but now see otherwise since service levels are just not being met. |
| **3.1(A)** | The conditions for what would be a reasonable consideration for the provision of a new splitter should be clearly spelt out rather than left to OpenNet to decide. |
| **4.2** | OpenNet cannot be allowed to shirk from all responsibility associated with the relocation of Termination Points. |
| **5.2** | As mentioned in the summary above, SuperInternet submits that Non-Residential provisioning should be separated into a different queue from Residential provisioning. |
| **5.3(e)** | OpenNet should be obliged to provide for a 2nd TP if both strands are already in use. While the charge for a 2nd TP may be imposed, this should not result in the rejection of the order. |
| **5.4(b)** | It should be for IDA to decide if there is any obstruction or if there is any regulatory breach. This clause effectively seeks to delegate a regulatory determination to OpenNet which cannot be allowed. |
| **5.5** | OpenNet should be made to confirm and clarifies when the 10 Business Days or the 40 Business Days applies. |
| **5.11(b)** | Where errors are found in OpenNet's database, we welcome the objective of correcting those errors within 3 business days. However, we have had cases where it has taken 2-4 weeks for this to be done.<br><br>We believe that it is important to establish a penalty regime if OpenNet fails to correct errors in its database within 3 business days. If an error is not corrected in a timely manner, there is a risk that other RSPs will be impacted by that error.<br><br>We would also note that the process for highlighting database errors is not set out in the ICO. We believe that it is necessary to set out a detailed process in the revised ICO for this. |

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| **5.12-5.14** | SuperInternet submits that it is inefficient and borders on unworkable for RSPs to coordinate the 1st TP installation. This section should be modified so that OpenNet is responsible for the contact with the customer for this work.<br><br>Notwithstanding the above, if these clauses are to be effected then the obligations should be mutual as should be missed appointment charge. That is, OpenNet should also not be allowed to reschedule arbitrarily. |
| **6.3** | Ref above (5.12-5.14) |
| **6.9** | This works out to a totally inconsequential amount. |
| **6.10** | OpenNet should be obliged to show that it has used best efforts to effect this. |
| **6.11** | It is unclear if in this clause are not met whether the RL needs to re-submit and put in another request as a normal service, or whether the service request would be treated as a normal request and provisioned accordingly. Also would the express service charge still be applicable if the service activation fails to meet the SAP of the express services? |
| **6.11 g)** | Express Services should not negate the necessity for OpenNet to finish all testing and measurement. |
| **8.1** | There is no reasonable basis why the existing RL, who did not request the handover and is compelled by ON to hand over the fiber is then still also liable for the minimum contract term. |
| **8.3** | Ref 8.1 above. |
| **8.4** | This has not been explicitly highlighted in the charges earlier and would appear to be yet another new charge. |
| **9.13** | This should not be the RL's responsibility and should be left to the EU to contact Opennet directly as is now the case for the initial TP installation exercise. |
| **9.15** | There must be a savings to this clause where the onsite visit is due to a fault on OpenNet's part. |
| **11.2** | OpenNet is seeking to charge for faults withdrawn when it does not have any obligation to pay for when faults are in fact owing to failure of OpenNet's obligations. This is yet another example of an unbalanced clause in the ICO. |
| **11.3** | As with our comment on the status updates for provisioning, there should also be mandated periodic status updates for fault resolution. It cannot be for OpenNet to just report back only when the service is restored. |
| **11.4** | As Transmission Tie Cable at the central office is provided and maintained by OpenNet, in no scenario could the RL have caused any fault. Therefore the re-patching charges should not be imposed. OpenNet should be responsible to rectify the fault at no charge. |
| **11.5** | As Patch Cable at the MDF Room is provided and maintained by OpenNet, in no scenarios could the RL possibly cause any fault. Therefore, re-patching charges should not be imposed. OpenNet should be responsible to rectify the fault at no charge. |
| **11.7** | This is not a good basis for No-Fault found. We have seen multiple cases where power is present but only because the link is in fact patched to the wrong OLT in the CO! It cannot be that in these cases it is deemed No-fault found. |
| **11.8 a)** | This is yet another example of a 1-sided clause. There is no equivalent charge for RLs to impose upon OpenNet when it is in fact a fault within OpenNet's obligations. |
| **11.8 b)** | See 11.8 a) above. |

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| **11.8 c)** | See 11.8 a) above. All the more 1-sided here as it is already said to be agreed that it is neither OpenNet's nor the RL's fault but OpenNet is seeking to impose charged on the RL! |
| **11.10** | IDA should be aware that these charges will, in like-terms, be imposed by RSPs to the end-users. It is reasonably foreseeable that multiple end-users will flock to give feedback to IDA when the said charges are imposed upon them. |
| **20** | It is our view that the ETC should be waived for the Existing RL if this handover process is implemented. Or else OpenNet is double charging both the existing and new RL.<br><br>There could also be such scenario whereby an EU signs up with different RSPs and requires to use two different TP ports at the same time. We wish to understand how OpenNet may determine whether the request is for two RSPs under two TP ports, or for handover from existing RL to new RL.<br><br>In addition, we believe that it is up to the RL to decide whether to deactivate the existing TP, so long as it continues to pay for the EUC. RL should have the right to hold on to the connection unless it is relieved from having to pay for ETC.<br><br>There should be a process for OpenNet to verify the New RL's request for fibre handover is genuine, i.e the end customer decides not to continue the service from the existing RL. This process is to prevent cases whereby the existing RL is mistakenly terminated without being informed. Even if the EU genuinely wish to terminate service from the existing RL, there could be other contractual issues between the existing RL and the EU that prevents the existing RL from handing over the first TP – for example, the customer may wish to have a period when both services are in operation to ensure continuity in service transition and monitor the stability in the new service. |
| **20.1** | We would like OpenNet to specify if there are any restrictions on the handover. E.g. whether there is a need for the two services (existing and new) to be the same; or the new RSP could actually request for 1 Gbps whilst the existing RL's connection is only 50 Mbps. |
| **20.1 iv)** | OpenNet should establish a process to verify whether the information provided by the new RL is accurate, since only OpenNet has such visibility. |
| **Annex 1C** | For the column of "Declaration": we wish to clarify that RL should not be the party to permit OpenNet to enter the EU's premise. Further, RL shall not be held responsible for actions made by OpenNet during Joint Inspection. The RL should only be signing off the signal readings captured at the TP upon fault resolution, as this will be the basis for joint inspection request. |

**Detailed Comments on Schedule 2:**

| Clause | Comments |
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| **2.6 c)** | It is common practice that a meeting of sorts will be required for the coordination among parties the mere occurrence of such a meeting should not be good grounds for the SLG to be negated. |
| **2.6 d)** | This clause is far too broad. If allowed at all, it should be strictly limited to the end-user itself imposing the requirement for permission. In other cases, it should be for OpenNet to have already sought the necessary right-of-way to effect the works. In any case, this clause should not be applicable for Spring-boarding cases but it would appear from the current wording that it is in fact applicable which ought not to be. |
| **2.6 e)** | The burden of proof that the case is in fact one of BM obstruction should be placed on OpenNet. As mentioned in the summary points above, OpenNet should be made to provide a certificate stating clearly the details of the obstruction failing which the SLGs must still apply. |

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| **2.6 h)** | OpenNet cannot be sole party to determine the status of "No-Fault-Found". A clear set of enforceable guidelines should be spelt out to allow for RL's to confirm and prove with certainty that there was in fact no service at the time of reporting. We would propose that this be a reading from an OPM showing no signal. |
| **2.6 i)** | SuperInternet brings it to the attention of IDA that the current number of disruptions to NGNBN circuits has far exceeded any other telecommunications service that we have ever deployed to date. Furthermore, for the first time ever are we seeing maintenance of links being done during office hours.<br><br>We submit that these 2 clauses should be altered ensure that service interruptions are within a reasonable duration, frequency and time.<br><br>It is already becoming practically known that the NGNBN service is "not as reliable" as other services due to the frequent, albeit scheduled, disruptions. |
| **2.6 k)** | There should be no difference for the short term contracts. In fact, if at all, the SLG should be higher for these short term contracts because it is reasonably foreseeable that the users which such sort term contracts will really need the services during that short period. |
| **2.7** | The clause is inequitable and unconscionable as it would allow OpenNet to effectively hold all rebates indefinitely unless the RL submissively accepts everything OpenNet dictates. The days of such high handed autocratic rule are over. We note however, that this is effectively being exercised today as none of our SAP claims since earlier this year have been processed. |
| **2.8** | A breach is a breach. OpenNet should not be allowed to rely on the SLG framework to protect itself from the consequences of a fundamental breach of contract which would be what the repeated failures amount to. It must be assumed in any agreement that the SLG framework is meant to handle the exceptions and not the norm. When the SLG framework is invoked for more than just a nominal number of cases, this must be capable of being considered a fundamental breach and attract the corresponding remedies. |
| **2.9** | The remedies are hopelessly insufficient and inadequate. As per our comments above for clause 2.8, where the failure to meet the obligations has become the norm rather than the exception, the remedies available to the RL should not be limited to only the said SLG framework.<br><br>Alternatively, IDA should review the extent to which the SLG framework is sufficiently onerous upon OpenNet to compel it ensure that the SAPs are met. |
| **3.1 A c)** | If OpenNet is to be allowed to now impose an additional charge that it might arguably have missed out in its original submission, then IDA should, on behalf of the RLs, similarly seek to impose far higher SLGs which it might heretofore have deemed unnecessary but now see otherwise since service levels are just not being met. |
| **3.1 A** | The conditions for what would be a reasonable consideration for the provision of a new splitter should be clearly spelt out rather than left to OpenNet to decide. |
| **4.1, 4.2** | In order for this clause to be acceptable, the list of NBAP types MUST be exhaustive and conclusive. |
| **4.3** | It is common for NRES EU's to occupy more than 1 unit (legal address) within a building. So long as the final designated point for the TP is within the said premises as occupied by the EU, it should not be good grounds for OpenNet to reject the order as "wrong address" if the TP is technically within the confines of an adjoining legal address. e.g. an EU's office is #02-03 to 05. As is common practice, the EU would likely fill in one of the 3 unit numbers as their address usually corresponding to their mailing address. During the Site Survey, it should not be open for OpenNet to reject the order if the Server Room to which this EU wants the TP provisioned is technically in unit -05 while the filled in address is -03. |

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| **5.2** | As mentioned in the summary above, SuperInternet submits that Non-Residential provisioning should be separated into a different queue from Residential provisioning. |
| **5.3 e)** | OpenNet should be obliged to provide for a 2nd TP if both strands are already in use. While the charge for a 2nd TP may be imposed, this should not result in the rejection of the order. |
| **5.4 b)** | It should be for IDA to decide if there is any obstruction or if there is any regulatory breach. This clause effectively seeks to delegate a regulatory determination to OpenNet which cannot be allowed. |
| **5.10** | As with the no fault found charges which OpenNet is seeking to impose upon RL's, this section should also confirm the claims an RL can make on OpenNet for providing incorrect information. |
| **6.12** | This works out to a totally inconsequential amount. |
| **6.14, 6.15** | It is unclear if in this clause are not met whether the RL needs to re-submit and put in another request as a normal service, or whether the service request would be treated as a normal request and provisioned accordingly. Also would the express service charge still be applicable if the service activation fails to meet the SAP of the express services? |
| **6.14 h)** | Express Services should not negate the necessity for OpenNet to finish all testing and measurement. |
| **6.16** | OpenNet should be made to show evidence that it has exhausted commercially reasonable efforts in negotiating with the building owner / management / EU before rejecting or delaying the provision services. |
| **9.14** | Security deposits are for the assurance of conduct of the installers. It is highly inequitable for the RL to be guaranteeing the performance of OpenNet's contractors. OpenNet should bear its own charges such as security deposits and escort charges.<br><br>For the avoidance of doubt, RL should not be responsible for any request made by any other party such as Building Management, authorities etc. In event that OpenNet receives a Removal request by any other party other than RL for Removal service, OpenNet shall inform the RL of such request. |
| **9.16** | There must be a savings to this clause where the onsite visit is due to a fault on OpenNet's part. |
| **11** | We have thus far never been able to activate the 1 hr rectification service for Non-Residential EUCs. |
| **11.2** | OpenNet is seeking to charge for faults withdrawn when it does not have any obligation to pay for when faults are in fact owing to failure of OpenNet's obligations. This is yet another example of an unbalanced clause in the ICO. |
| **11.3** | As with our comment on the status updates for provisioning, there should also be mandated periodic status updates for fault resolution. It cannot be for OpenNet to just report back only when the service is restored. |
| **11.4** | As Transmission Tie Cable at the central office is provided and maintained by OpenNet, in no scenario could the RL have caused any fault. Therefore the re-patching charges should not be imposed. OpenNet should be responsible to rectify the fault at no charge. |
| **11.5** | As Patch Cable at the MDF Room is provided and maintained by OpenNet, in no scenarios could the RL possibly cause any fault. Therefore, re-patching charges should not be imposed. OpenNet should be responsible to rectify the fault at no charge. |

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| **11.6, 11.7** | This is not a good basis for No-Fault found. We have seen multiple cases where power is present but only because the link is in fact patched to the wrong OLT in the CO! It cannot be that in these cases it is deemed No-fault found. |
| **11.7 c)** | We believe that it is not necessary for RLs to jointly sign off the investigation report during the Joint Investigation, since RL has to "first perform all necessary checks" before the joint investigation. RLs should not be responsible for the readings/actions taken by OpenNet. The RLs should however be only responsible to ensure that the optical signal readings at the TP are compliant with the guidelines at the end of the joint investigation. |
| **11.8 a)** | This is yet another example of a 1-sided clause. There is no equivalent charge for RLs to impose upon OpenNet when it is in fact a fault within OpenNet's obligations. |
| **11.8 b)** | See 11.8 a) above. |
| **11.8 c)** | See 11.8 a) above. All the more 1-sided here as it is already said to be agreed that it is neither OpenNet's nor the RL's fault but OpenNet is seeking to impose charged on the RL! |
| **11.8 d)** | IDA should be aware that these charges will, in like-terms, be imposed by RSPs to the end-users. It is reasonably foreseeable that multiple end-users will flock to give feedback to IDA when the said charges are imposed upon them. |
| **11.10** | IDA should be aware that these charges will, in like-terms, be imposed by RSPs to the end-users. It is reasonably foreseeable that multiple end-users will flock to give feedback to IDA when the said charges are imposed upon them. |

**As the clauses are echoed in all the schedules, SuperInternet's comments above are also meant for the other schedules where the like clauses appear. We have deemed it unproductive to repeat the same comments over the next schedules.**

**Detailed Comments on Schedule 15:**

**SuperInternet notes that in general OpenNet is seeking to practically increase all charges. This flies in the face of the decreasing cost which end-users expect to pay for services.**

| Clause | Comments |
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| **1.3.3** | We urge IDA not to be convinced that the 2nd TP costs more than the 1st TP to install. |
| **1.4** | We believe that this amendment is unreasonable. We wish OpenNet could elaborate more justifications for the Authority and RLs to assess. |
| **1.4.1** | This new charge will certainly find its way back to end users in the form of higher subscription rates. It is also strange that patching in the CO is 25% of the cost of patching in the MDF. |
| **1.4.3** | This new charge will certainly find its way back to end users in the form of higher subscription rates. It is also strange that patching in the CO is 20% of the cost of patching in the MDF.<br><br>SuperInternet urges IDA to disallow the deactivation charges under the ICO as external patch removal should not be a matter for RLs the bear. |
| **1.16** | OpenNet should take up any TP related issues (Install/Relocate/Repair/etc) with end users directly so as to avoid disputes.<br><br>OpenNet should also be mad to agrees to compensate for the loss of RLs if the missed appointment is found to be due to OpenNet. |

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| **2.3.3** | This clause is far too nebulous to be reasonable. E.g."non-standard installations", "access fees" or "other fees specifically described".<br><br>This would appear to be back doore by which OpenNet to can seek to add to its charges by way of exclusions or by way of other additional charges which are required to be paid in conjunction with the service. |
| **3.3.3** | The "additional costs" will need to be specified otherwise this is definitely too broad. |
| **3.6** | This would appear to be no where near in proportion to the SLG amounts OpenNet will potentially pay out for their violations. |

**Detailed Comments on Schedule 18:**

| Clause | Comments |
|---|---|
| **Residential Premise** | The specific case of shophouses needs to be urgently addressed. There are a multitude of orders on hold due to classification issues of shophouses. |
| **Non-Residential Premise** | The drafting of this definition with the "or" leads to uncertainty. If the COPIF definition is in fact to be adopted, then this should just refer to the COPIF definition. We note that the COPIF explicitly designates shophouses as Non-Residential without any reference to the different areas of the building (e.g. 2nd floor being residential). A potentially more significant issue arises as the COPIF defines shopping complexes as non-residential buildings again without any reference to the possibility that there may be a residential tower in one part of the building. This will certainly lead to a multitude of issues as the COPIF does not, in general, have cognizance of buildings whether one section may legitimately be residential while another part of the building is non-residential. |

12. For clarification on the issue raised, I can be contacted via any of the means listed in the address line below. Thank you.

Regards,

Benjamin T.P. Tan
Managing Director
SuperInternet ACCESS Pte Ltd