

**APPENDIX 17**

**DIRECTED AMENDMENTS TO SCHEDULE 15**

**SCHEDULE 15**

**CHARGES**

## **SCHEDULE 15**

### **CHARGES**

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## **SCHEDULE 15**

### **CHARGES**

#### **GENERAL:**

- (a) The Parties agree to pay the following Charges where applicable in accordance with clauses 5 & 6 of the main body of this ICO Agreement, and the Billing and settlement requirements set out in Schedule 16.
- (b) Except where otherwise indicated, if Charges are expressed to be estimates in this Schedule or elsewhere in this ICO Agreement, OpenNet reserves the right to adjust these Charges from time to time subject to approval from the Authority, and the Parties agree to pay the Charges as adjusted from time to time.
- (c) For the avoidance of doubt, if OpenNet incurs additional costs in relation to the provision of Mandated Services to the Requesting Licensee which cannot otherwise be recovered by OpenNet as a Charge under Schedule 15, OpenNet may recover these costs from the Requesting Licensee in accordance with the procedures set out in the relevant Schedule.
- (d) Where OpenNet has to determine Charges payable by the Requesting Licensee in this Schedule 15 on a one-time and case-by-case basis, OpenNet shall determine the Charges in accordance with the provisions of this ICO Agreement. Where the Requesting Licensee disputes OpenNet's determination of such Charges, the parties shall resolve such dispute in accordance with Schedule 17 of the ICO Agreement.

## 1. RESIDENTIAL END-USER CONNECTION

### 1.1 General

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

#### **CLAUSE 1.1.2 – DIRECTED AMENDMENT**

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

***For avoidance of doubt, the treatment of the fibre strands from the First Termination Point and Second Termination Point, save where specified otherwise, shall be the same. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

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

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

### 1.3 Installation Charge

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

#### **CLAUSE 1.3.2 – APPROVED**

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

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

**CLAUSE 1.3.3 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building/Non-Residential Building	<del>\$303-220</del> per connection <del>{To be reviewed by IDA}</del>
Landed Residential Premise	<del>\$578-450</del> per connection <del>{To be reviewed by IDA}</del>

For the avoidance of doubt, there shall be no one-time Installation Charge or Onsite Charges payable for the installation of the 2<sup>nd</sup> fibre strand from the Second Termination Point.

***For consistency and clarity, IDA considers that there is merit in clarifying that the treatment of the 2<sup>nd</sup> fibre strand from the Second Termination Point, save where specified otherwise, shall be the same as the treatment of the 2<sup>nd</sup> fibre strand from the First Termination Point.***

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

**CLAUSE 1.3.4 – DIRECTED AMENDMENT**

1.3.4 The Installation Charge does not include TP removal and site reinstatement.

***IDA notes that there is a typographical error in the use of the word “do” in clause 1.3.4. Accordingly, IDA directs OpenNet to amend clause 1.3.4 by incorporating the directed amendments as annotated above.***

**CLAUSE 1.4 – DIRECTED AMENDMENT**

**1.4 Patching Charge in the CO**

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

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable for patching in CO	\$40

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

**1.5 Installation of Internal Cabling Charge**

**CLAUSE 1.5.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Internal Cabling Charge per five (5) metres</u>	<u>\$33</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges for both the First Termination Point and Second Termination Point together. IDA also refers OpenNet to the directed amendments to clause 1.5.2 below. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.***

**DELETION OF CLAUSE 1.5.2 – DIRECTED AMENDMENT**

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

**For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges for both the First Termination Point and Second Termination Point together. IDA also refers OpenNet to the directed amendments to clause 1.5.1 above. Accordingly, IDA directs OpenNet to delete this clause in its entirety.**

## 1.6 Onsite Charges

### **CLAUSE 1.6.1 – DIRECTED AMENDMENT**

~~1.6.1~~ OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two ~~(2)~~ hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

**For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.**

## 1.7 Cancellation Charge



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

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

1.7.3 If OpenNet fails to repair an installation-related fault within seventy-two (72) hours from the commencement of the joint investigation (as set out in Clause 6A of Schedule 1), the Requesting Licensee may elect to cancel such faulty Residential End-User Connection. OpenNet shall waive the cancellation charge if the Requesting Licensee submits OpenNet's standard cancellation form to OpenNet after seventy-two (72) hours from the commencement of the joint investigation but before the fault is rectified.

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

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

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

#### ***CLAUSE 1.9.1 – DIRECTED AMENDMENT***

~~1.9.1 There will be a No Fault Found Charge levied per fault report. No Fault Found will be charged at S\$280 per report.~~

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

### **1.10 Joint Investigation Charge**

#### ***CLAUSE 1.10.1 – DIRECTED AMENDMENT***

**1.10.1** OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**1.11 Redundancy Service Charges**

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

**1.12 Express Service Activation Request Charge**

***CLAUSE 1.12.1 – DIRECTED AMENDMENT***

**1.12.1** The Requesting Licensee is required to pay the charge listed below ~~sum of S\$55~~<sup>[To be reviewed by IDA]</sup> for each Request for express service activation in addition to such sum payable for installation. For the avoidance of doubt, should the Requesting Licensee subsequently cancel the Request under clause 1.13, the express service activation request charge will not be payable.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Express Service Activation Request Charge</u>	<u>48.31</u>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 1.12.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 1.12.2 – DIRECTED AMENDMENT**

~~1.12.1.12.2~~ In the event OpenNet is unable to provision an express service within the stipulated time due to OpenNet’s fault, the Requesting Licensee will not be required to pay the express service activation request charge~~Express Service Activation Request Charge~~.

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

**1.13 Cancellation Charge under Express Service Activation**

**CLAUSE 1.13.1 – DIRECTED AMENDMENT**

1.13.1 The Requesting Licensee is required to pay the charge listed below for each Request for cancellation for express service activation. This charge is the Cancellation Charge under clause 1.7 above. shall consist of such sum payable had the installation took place plus a sum of S\$55~~to be reviewed by IDA~~.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Cancellation Charge for express service activation</u>	<u>48.31</u>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 1.13.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 1.13.2 – DIRECTED AMENDMENT**

1.13.2 In the event where OpenNet is unable to provision an express service within the stipulated time due to OpenNet’s fault, the cancellation charge for express service activation under clause 1.13.1 above will not be payable, should the Requesting Licensee cancel the Request for express service activation. will not be charged the additional sum of S\$55.

**For clarity, IDA considers that it is necessary to specify that the cancellation charge for express service activation will not apply if OpenNet is unable to provide the express service activation within the**

**stipulated time due to OpenNet’s fault. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

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

**CLAUSE 1.14.1 – DIRECTED AMENDMENT**

1.14.1 The Requesting Licensee shall be liable to pay for each ~~request~~**Request** for relocation, repair ~~and~~, replacement ~~and~~/or removal of termination points and/or fibre cables within the same premise according to the rates listed below:

DESCRIPTION	CHARGES (\$\$)
High-Rise Residential Building/Non Residential Building	\$220 per connection <del>{To be reviewed by IDA}</del>
Landed Residential Premise	\$450 per connection <del>{To be reviewed by IDA}</del>
Installation of fibre cable beyond the first fifteen (15) metres (Applicable for Relocation, <del>r</del> Repair and <del>r</del> Replacement)	\$33 per additional five (5) metres block <del>{To be reviewed by IDA}</del>

~~For the avoidance of doubt, OpenNet shall remove the existing Termination Point including the associated fibre and shall reinstall the Termination Point (or replacing it where applicable) including the associated fibre for relocation, repair and replacement of Termination Point.~~

**For consistency with Schedule 1, IDA considers that it is necessary to replace the phrase “repair, replacement” with “repair and replacement”.**

**IDA understands that the scope of work for relocation, repair and replacement of Termination Point will entail OpenNet: (a) removing the existing Termination Point including the associated fibre, and (b) reinstalling the Termination Point (or replacing it where applicable) including the associated fibre. For clarity, IDA considers that there is merit in stating this expressly in clause 1.14.1.**

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

**CLAUSE 1.14.2 – DIRECTED AMENDMENT**

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

***For clarity and consistency with clause 11.8(d) of Schedule 1, IDA considers that there is merit in clarifying that OpenNet will not charge the Requesting Licensee but will charge End-Users 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 amendment as annotated above.***

#### **CLAUSE 1.15 – APPROVED**

##### **1.15 Cancellation Charge under Relocation Service within the Same Premise**

#### **CLAUSE 1.15.1 – DIRECTED AMENDMENT**

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

***IDA considers that there is merit in clarifying the recovery of costs and/or expenses under this clause is on a Cost-Oriented Basis. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

#### **DELETION OF CLAUSE 1.16 – APPROVED**

#### **CLAUSE 1.16 – DIRECTED AMENDMENT**

- ~~1.176~~ **Relocation Service of Residential End-User Connection From One Residential Address to Another Residential Address Charge**

***In light of the deletion of the former clause 1.16, clause 1.17 should be renumbered as 1.16. Accordingly, IDA directs OpenNet to renumber the former clause 1.17 by incorporating the directed amendments as annotated above.***

**CLAUSE 1.16.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$)
Relocation Service Charge per Residential End-User Connection	<del>NIL</del> <sup>\$67.52</sup> <del>[To be reviewed by IDA]</del>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 1.16.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 1.16.2 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable deactivated/removed in CO <u>(where applicable)</u>	<del>\$30</del> <sup>37.69</sup> <del>[To be reviewed by IDA]</del>
Per Patch Cable deactivated/removed in MDF Room	<del>\$150</del> <sup>37.05</sup> <del>[To be reviewed by IDA]</del>

**IDA understands that the deactivation/removal of Patch Cable in CO may not be applicable in all cases, and therefore considers that there is merit in clarifying the above.**

**IDA has also reviewed the charges for deactivation/removal of Patch Cable in the CO and MDF Room, and after careful consideration, requires the charges to be amended as specified.**

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

**CLAUSE 1.17 – DIRECTED AMENDMENT**

**1.1~~87~~ Cancellation Charge under Relocation Service of Residential End-User Connection From One Residential Address to Another Residential Address Charge**

1.1~~87~~.1 In the event that the Requesting Licensee decides to cancel its ~~request Request~~ before the RFS date, the Requesting Licensee shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the cancelled ~~request Request., such said~~ costs and/or expenses to be recovered on a Cost-Oriented Basis.

**CLAUSE 1.18 – DIRECTED AMENDMENT**

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

***In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 1.18 in its entirety.***

***OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 1.18 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.***

**CLAUSE 1.18.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
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Cancellation/ <del>Missed Appointment</del> Charge of fault reported	\$ <del>5022.82</del> <del>{To be reviewed by IDA}</del>
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***IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 1.18.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above***



## 2. NON-RESIDENTIAL END-USER CONNECTION

### 2.1 General

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

### **CLAUSE 2.2 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$) FOR EACH TERM OF	
	1 month	12 months
1: 16 split ratio	<del>\$300</del> 150/month <i>[To be reviewed by IDA]</i>	\$50/month
1:1 split ratio	-	\$3500/month

***IDA has reviewed the charges for one (1) month term of service, and after careful consideration, requires OpenNet to amend clause 2.2 as specified.***

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

### 2.3 Installation Charges

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

### **CLAUSE 2.3.2 – DIRECTED AMENDMENT**

- 2.3.2 Where requested by the Requesting Licensee, the Installation of Network Charge shall be payable for the installation of vertical fibre / in-building cabling, ducting.

enclosure and/or cable tray from the FTTB Node to the Termination Point in the vertical telecommunication riser, ~~or~~ 1<sup>st</sup> TP or Additional Termination Point of the Non-Residential Premise.

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

***For clarity, IDA notes that OpenNet will provide Additional Termination Points on the same terms as the 1<sup>st</sup> TP. IDA considers that it is therefore necessary to expand the scope of this clause to cater to situations where Additional Termination Points are required.***

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

#### **CLAUSE 2.3.3 – DIRECTED AMENDMENT**

2.3.3 For avoidance of doubt, the Installation of Network Charge shall be payable for the installation of vertical fibre / in-building cabling from the FTTB Node to each ~~additional~~ Termination Point of the Non-Residential Premise. The Standard Installation Charge and Installation of Network Charge do not include TP removal and site reinstatement.

***For clarity, IDA considers that there is merit in removing the word “additional” as the Installation of Network Charge applies to all Termination Points. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.***

#### **DELETION OF CLAUSE 2.3.4 – APPROVED**

### **2.4 Patching Charge in the CO**

#### **CLAUSE 2.4.1 – DIRECTED AMENDMENTS**

2.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged ~~at S\$40~~ by on a per

Patch Cable basis, irrespective of whether there are one (1) or two (2) patch points per Patch Cable.

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

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

## 2.5 Onsite Charges

### **CLAUSE 2.5.1 – DIRECTED AMENDMENTS**

2.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**2.6 Cancellation Charge**

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

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

**2.7 Pre-mature Termination Charge**

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

**2.8 No Fault Found Charges**

**CLAUSE 2.8.1 – DIRECTED AMENDMENT**

~~2.8.1 There will be a No Fault Found Charge levied per fault report. No Fault Found will be charged at S\$280 per report.~~

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**2.9 Joint Investigation Charge**

**CLAUSE 2.9.1 – DIRECTED AMENDMENT**

~~2.9.1 Where applicable,~~ OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks spent will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

## 2.10 Redundancy Service Charges

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

## **CLAUSE 2.11 – MODIFICATION REQUIRED**

### 2.11 Express Service Activation Request Charge

#### **CLAUSE 2.11.1 – DIRECTED AMENDMENT**

2.11.1 The Requesting Licensee is required to pay the ~~charge listed below sum of S\$150~~<sup>[To be reviewed by IDA]</sup> for each Request for express service activation in addition to such sum payable for the Installation. For the avoidance of doubt, should the Requesting Licensee subsequently cancel the Request under clause 2.12, the express service activation request charge will not be payable.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Express Service Activation Request Charge</u>	<u>69.37</u>

***IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 2.11.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating***

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

**CLAUSE 2.11.2 – DIRECTED AMENDMENT**

2.11.2 In the event, OpenNet is unable to provision an express service within the stipulated time due to OpenNet’s fault, Requesting Licensee will not be charged the express service activation request charge~~Express Service Activation Request Charge~~.

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

**2.12 Cancellation Charge under Express Service Activation**

**CLAUSE 2.12.1 – DIRECTED AMENDMENT**

2.12.1 The Requesting Licensee is required to pay the charge listed below for each request for cancellation for express service activation.~~The Cancellation Charge shall consist of such sum payable had the installation took place plus a sum of S\$150~~<sup>[To be reviewed by IDA]</sup>

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Cancellation Charge for express service activation</u>	<u>69.37</u>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 2.12.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in amending clause 2.12.1 and tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 2.12.2 – DIRECTED AMENDMENT**

2.12.2 In the event where OpenNet is unable to provision an express service within the stipulated time due to OpenNet’s fault, the cancellation charge for express service activation under clause 2.12.1 above will not be payable, should the Requesting Licensee cancel the Request for express service activation.~~Requesting Licensee will not be charged the additional sum of S\$150.~~

**For clarity, IDA considers that it is necessary to specify that the cancellation charge for express service activation will not apply if OpenNet is unable to provide the express service activation within the stipulated time due to OpenNet’s fault. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 2.13 – DIRECTED AMENDMENT**

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

***For consistency with Schedule 2, IDA considers that it is necessary to replace the phrase “Repair & Replacement” with “Repair and Replacement”.***

**CLAUSE 2.13.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$)
Request for i. Relocation; ii. <del>R</del> repair <del>&amp;and</del> <del>r</del> Replacement; or iii. Removal of Termination Point and/or fibre cables.	S\$363 per <del>request</del> <b>Request</b> <del>{To be reviewed by IDA}</del>

~~For the avoidance of doubt, OpenNet shall remove the existing Termination Point including the associated fibre and shall reinstall the Termination Point (or replacing it where applicable) including the associated fibre for relocation, repair and replacement of Termination Point.~~

***For consistency with Schedule 2, IDA considers that it is necessary to replace the phrase “repair & replacement” with “repair and replacement”.***

***IDA understands that the scope of work for relocation, repair and replacement of Termination Point will entail OpenNet: (a) removing the existing Termination Point including the associated fibre, and (b) reinstalling the Termination Point (or replacing it where applicable) including the associated fibre. For clarity, IDA considers that there is merit in stating this expressly in clause 2.13.1.***

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

## **CLAUSE 2.13.2 – DIRECTED AMENDMENT**

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

***For clarity and consistency with clause 11.8(d) of Schedule 2, IDA considers that there is merit in clarifying that OpenNet will not charge the Requesting Licensee but will charge End-Users 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 2.14 – APPROVED**

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

### **CLAUSE 2.14.1 – DIRECTED AMENDMENT**

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

***For consistency, IDA considers that clause 2.14.1 should be aligned to the drafting of clause 1.15.1. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

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

### **CLAUSE 2.15.1 – DIRECTED AMENDMENT**

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



DESCRIPTION	CHARGES (\$\$)
Relocation Service per Non-Residential End-User Connection	<del>NIL</del> <u>\$67.52</u> <del>{To be reviewed by IDA}</del>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 2.15.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 2.15.2 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGES (\$\$)
Per Patch Cable deactivated/removed in CO <u>(where applicable)</u>	<del>\$30</del> <u>37.69</u> <del>{To be reviewed by IDA}</del>
Per Patch Cable deactivated/removed in MDF Room	<del>\$150</del> <u>37.05</u> <del>{To be reviewed by IDA}</del>

**IDA understands that the deactivation/removal of Patch Cable in CO may not be applicable in all cases and there is merit in clarifying the above.**

**IDA has also reviewed the charges for deactivation/removal of Patch Cable in CO and MDF Room, and after careful consideration, requires OpenNet to amend clause 2.15.2 as specified.**

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

**CLAUSE 2.16 – DIRECTED AMENDMENT**

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

***In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 2.16 in its entirety.***

***OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 2.16 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.***

**CLAUSE 2.16.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation <del>Missed Appointment</del> Charge of fault reported	<del>\$22,8250</del> {To be reviewed by IDA}

***IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 2.16.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

### 3. NBAP CONNECTION

#### 3.1 General

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

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

#### **CLAUSE 3.2 – DIRECTED AMENDMENT**

#### 3.2 Monthly Recurring Charge Per NBAP Connection

	CHARGES (\$\$) FOR EACH TERM OF	
DESCRIPTION	1 month	12 months
1: 16 split ratio	<del>\$1100</del> <u>\$555</u> /month <del>[To be reviewed by IDA]</del>	\$185/month

***IDA has reviewed the charges for a one (1) month term service, and after careful consideration, requires OpenNet to amend clause 3.2 as specified.***

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

#### 3.3 Installation Charges

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

#### **CLAUSE 3.3.2 – DIRECTED AMENDMENT**

3.3.2 There will also be a one-time charge payable for digging/trenching/~~scaffolding/special trunking or overtime~~ work done in order to lay or install the ducts/fibre. ~~These charges~~This charge will be on a Cost-Oriented Basis and determined on a case-by-case basis depending on the necessary work scope.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$150 per connection
Digging/Trenching/ <del>Scaffolding/Special Trunking or Overtime</del> Work	Case-by-case basis on a Cost-Oriented Basis

**IDA refers to the directed amendment to clause 3.3.4 below. In the interests of certainty, IDA considers that clause 3.3.2 should only address the Standard Installation Charge and the cost incurred due to Digging/Trenching Work.**

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

### **CLAUSE 3.3.3 – DIRECTED AMENDMENT**

3.3.3 Where Requesting Licensee opts to self-provide NBAP TP and connect interconnect to OpenNet's ~~NBAP Node in the~~ FTTB Node ~~or Building MDF room where~~ OpenNet's Network ends, the following charges shall apply :

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	\$150 per connection
<del>Installation of Network Charge</del>	<del>Cost-Orientated Basis</del>

**IDA refers OpenNet to the directed amendments to clauses 1 and 2 of Annex 3C (OpenNet's proposed Annex 3E) to Schedule 3. As a consequence of the foregoing, Requesting Licensees who opt to self-provide the NBAP TP will connect to OpenNet's FTTB Node where OpenNet's Network ends.**

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

### **CLAUSE 3.3.4 – DIRECTED AMENDMENT**

3.3.4 In the event that OpenNet has to incur any additional cost (e.g. ~~overtime charges, special trunking, and scaffolding-ete~~) to carry out the installation work arising from the need for specialised equipment not typically required for NBAP deployment, OpenNet shall recover the same on a Cost-Oriented ~~cost-orientated~~ B basis.

**IDA has reviewed OpenNet's submission in relation to the additional cost which it wishes to recover. After careful consideration, IDA considers that, where the NBAP deployment requires specialised equipment (e.g., trunking and scaffolding) due to the site conditions (e.g., NBAP location may be on a very tall infrastructure which requires the deployment of specialised equipment to access), IDA is prepared to allow OpenNet to recover these costs on a Cost-Oriented Basis, provided that such costs incurred are reasonable and for the purpose of the NBAP deployment. In addition, OpenNet will be required to provide a breakdown of such costs in its Project Study so that the Requesting Licensee can decide whether to proceed with the Request.**

**In relation to overtime charges, IDA notes that OpenNet has explained that there may be restrictions imposed by building owners/management for access to NBAP location during office hours. As a result, OpenNet would have to incur overtime manpower costs for the NBAP deployment. In such instances, IDA agrees that it would be reasonable for OpenNet to recover the overtime associated costs. However, as OpenNet would be aware of such restrictions upfront during the Project Study stage, such costs should be expressed as part of the costs breakdown in the Project Study to the Requesting Licensee, rather than as an additional cost component to be recovered subsequently. Conversely, should the overtime costs be necessitated as a result of OpenNet's erroneous derivation of the proposed service activation period, i.e., under-estimation of work involved, such costs should then be borne by OpenNet.**

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

#### **3.4 Patching Charge**

##### **CLAUSE 3.4.1 – DIRECTED AMENDMENT**

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

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

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

### 3.5 Onsite Charges

#### ***CLAUSE 3.5.1 – DIRECTED AMENDMENT***

***3.5.1*** OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of \$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.***

### 3.6 Cancellation Charges

#### ***CLAUSE 3.6.1 – DIRECTED AMENDMENT***

3.6.1 In the event that the Requesting Licensee fails to provide its acceptance of the service activation period and/or agreement to pay the one-time installation charge in

accordance with clause 5.11 of Schedule 3, the Requesting Licensee shall be liable to pay cancellation charges ~~which shall include the Standard Installation Charge and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled as listed below.~~

DESCRIPTION	CHARGES (S\$)
<u>Cancellation charges before commencement of site survey</u>	<u>NIL</u>
Cancellation charges <u>after commencement of site survey before its acceptance of the service activation period and/or agreement to pay the one-time installation charge</u>	<u>\$627477.54</u> <u>{To be reviewed by IDA}</u>

**IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 3.6.1 as specified.**

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

**CLAUSE 3.6.2 – DIRECTED AMENDMENT**

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

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

**3.7 Pre-mature Termination Charge**

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

**3.8 No Fault Found Charge**

**CLAUSES 3.8.1 and 3.8.2 – DIRECTED AMENDMENT**

3.8.1 ~~There will be a No Fault Found Charge levied per fault report will be charged at S\$280 per report.~~

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Trouble Report Charge</u>	<u>\$100</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend the clauses by incorporating the directed amendments as annotated above.***

### 3.9 Joint Investigation Charge

#### **CLAUSE 3.9.1 – DIRECTED AMENDMENT**

3.9.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet's staff. There will be a minimum charge ~~of \$\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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



**For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**3.10**

**Redundancy Service Charges**

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

**3.11 Termination Point Removal**

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

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

**CLAUSE 3.12 – DIRECTED AMENDMENT**

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

***In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 3.12 in its entirety.***

***OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 3.12 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.***

**CLAUSE 3.12.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)

Cancellation/ <del>Missed Appointment</del> Charge of fault reported	\$ <del>5022.82</del> <del>{To be reviewed by IDA}</del>
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***IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 3.12.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

#### 4. CO TO CO CONNECTION

##### 4.1 General

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

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

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

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

##### 4.3 Standard Installation Charge

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

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

##### 4.4 Onsite Charges

###### **CLAUSE 4.4.1 – DIRECTED AMENDMENT**

4.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.***

**4.5 Cancellation Charge**

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

**4.6 Pre-mature Termination Charge**

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

**4.7 No Fault Found Charge**

***CLAUSE 4.7.1 – DIRECTED AMENDMENT***

4.7.1 There will be a No Fault Found ~~Charge levied per fault will be charged at S\$280 per~~ report.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**4.74.8 Joint Investigation Charge**

**CLAUSE 4.8.1 – DIRECTED AMENDMENT**

**4.8.1** OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**4.84.9 Redundancy Service Charges**

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

**4.10 Optical Power Readings Request**

**CLAUSE 4.10.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

**IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 4.10.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 4.11 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 4.11 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 4.11 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 4.11.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation <del>/Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del>  {To be reviewed by IDA}

**IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 4.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

## 5. CO TO BUILDING MDF ROOM CONNECTION

### 5.1 General

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

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

### 5.2 Monthly Recurring Charge Per Segment Connection

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

### 5.3 Standard Installation Charge

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

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

### 5.4 Onsite Charges

#### **CLAUSE 5.4.1 – DIRECTED AMENDMENT**

5.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**5.5 Cancellation Charge**

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

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

**5.6 Pre-mature Termination Charge**

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

**5.7 No Fault Found Charge**

***CLAUSE 5.7.1 – DIRECTED AMENDMENT***

5.7.1 ~~There will be~~ No Fault Found ~~Charge levied will be charged at S\$280~~ per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***



## 5.8 Joint Investigation Charge

### **CLAUSE 5.8.1 – DIRECTED AMENDMENT**

5.8.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

## 5.9 Redundancy Service Charges

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

## 5.10 Optical Power Readings Request

### **CLAUSE 5.10.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
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Optical Power Reading Charge

\$9.15

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 5.10.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 5.11 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 5.11 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 5.11 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 5.11.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation/ <del>Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del> <del>{To be reviewed by IDA}</del>

**IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 5.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

## 6. BUILDING MDF ROOM TO FTTB NODE CONNECTION

### 6.1 General

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

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

### 6.2 Monthly Recurring Charge Per Segment Connection

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

### 6.3 Standard Installation Charge

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

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

### 6.4 Onsite Charges

#### **CLAUSE 6.4.1 – DIRECTED AMENDMENT**

6.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

### **6.5 Cancellation Charge**

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

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

### **6.6 Pre-mature Termination Charge**

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

### **6.7 No Fault Found Charge**

#### ***CLAUSE 6.7.1 – DIRECTED AMENDMENT***

6.7.1 ~~There will be a~~ No Fault Found ~~Charge will be charged~~ levied at ~~SS\$280~~ per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

### **6.8 Joint Investigation Charge**

**CLAUSE 6.8.1 – DIRECTED AMENDMENT**

6.8.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**6.9 Redundancy Service Charges**

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

**6.10 Optical Power Readings Request**

**CLAUSE 6.10.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

**IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 6.10.1 as specified. In addition, for clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 6.11 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 6.11 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 6.11 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 6.11.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation/ <del>Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del> <del>{To be reviewed by IDA}</del>

**IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 6.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

## 7. FTTB NODE TO DP CONNECTION

### 7.1 General

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

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

### 7.2 Monthly Recurring Charge Per Segment Connection

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

### 7.3 Installation Charges

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

#### **CLAUSE 7.3.2 – APPROVED**

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

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

## 7.4 Onsite Charges

### **CLAUSE 7.4.1 – DIRECTED AMENDMENT**

7.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

## 7.5 Cancellation Charge

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

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



**7.6 Rejection Charge**

**CLAUSE 7.6.1 – DIRECTED AMENDMENT**

7.6.1 The Rejection Charge shall be as listed below, ~~fixed at \$150.~~

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Rejection Charge</u>	<u>\$150</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**7.7 Pre-mature Termination Charge**

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

**7.8 No Fault Found Charge**

**CLAUSE 7.8.1 – DIRECTED AMENDMENT**

7.8.1 ~~There will be a~~ No Fault Found Charge levied ~~will be charged at \$280~~ per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**7.9 Joint Investigation Charge**

**CLAUSE 7.9.1 – DIRECTED AMENDMENT**

**7.9.1** OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**7.10 Redundancy Service Charges**

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

**7.11 Optical Power Readings Request**

***CLAUSE 7.11.1 – DIRECTED AMENDMENT***

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

***IDA has reviewed the charges, and after careful consideration, IDA requires OpenNet to amend clause 7.11.1 as specified. In addition, for***

**clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 7.12 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 7.12 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 7.12 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 7.12.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation <del>/Missed Appointment</del> Charge of fault reported	<del>\$22,8250</del> <del>{To be reviewed by IDA}</del>

**IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 7.12.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

## 8. BUILDING MDF ROOM TO RESIDENTIAL PREMISE CONNECTION

### 8.1 General

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

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

### 8.2 Monthly Recurring Charge Per Segment Connection

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

### 8.3 Installation Charge

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

#### **CLAUSE 8.3.2 – APPROVED**

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

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

### 8.4 Installation of Internal Cabling Charge

#### **CLAUSE 8.4.1 – DIRECTED AMENDMENT**

8.4.1 OpenNet may charge for installation of internal cabling that exceeds fifteen (15) metres at the rate as listed below.

8.4.1 ~~\_\$33 per five (5) metres~~

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Internal Cabling Charge per five (5) metres</u>	<u>\$33</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

## 8.5 Onsite Charges

### ***CLAUSE 8.5.1 – DIRECTED AMENDMENT***

***8.5.1*** OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**8.6 Cancellation Charge**

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

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

**8.7 Pre-mature Termination Charge**

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

**8.8 No Fault Found Charge**

**CLAUSE 8.8.1 – DIRECTED AMENDMENT**

8.8.1 ~~There will be a~~ No Fault Found ~~Charge will be charged at S\$280~~ levied per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**8.9 Joint Investigation Charge**

**CLAUSE 8.9.1 – DIRECTED AMENDMENT**

8.9.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks spent will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

#### **8.10 Redundancy Service Charges**

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

#### **8.11 Optical Power Readings Request**

##### ***CLAUSE 8.11.1 – DIRECTED AMENDMENT***

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

***IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 8.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

##### ***CLAUSE 8.12 – DIRECTED AMENDMENT***

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

*In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 8.12 in its entirety.*

*OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 8.12 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.*

**CLAUSE 8.12.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation/ <del>Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del> {To be reviewed by IDA}

*IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 8.12.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.*



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

**9.1 General**

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

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

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

**9.2 Monthly Recurring Charge Per Segment Connection**

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

**9.3 Installation Charges**

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

***CLAUSE 9.3.2 – APPROVED***

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

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

**9.4 Onsite Charges**

**CLAUSE 9.4.1 – DIRECTED AMENDMENT**

9.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of S\$130 per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**9.5 Cancellation Charge**

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

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

**9.6 Rejection Charge**

**CLAUSE 9.6.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Rejection Charge</u>	<u>\$150</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**9.7 Pre-mature Termination Charge**

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

**9.8 No Fault Found Charge**

***CLAUSE 9.8.1 – DIRECTED AMENDMENT***

9.8.1 ~~There will be a~~ No Fault Found ~~Charge levied will be charged at S\$280~~ per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**9.9 Joint Investigation Charge**

***CLAUSE 9.9.1 – DIRECTED AMENDMENT***

9.9.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks spent will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

#### **9.10 Redundancy Service Charges**

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

#### **9.11 Optical Power Readings Request**

##### ***CLAUSE 9.11.1 – DIRECTED AMENDMENT***

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

***IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 9.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

##### ***CLAUSE 9.12 – DIRECTED AMENDMENT***

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

*In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 9.12 in its entirety.*

*OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 9.12 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.*

**CLAUSE 9.12.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation/ <del>Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del> {To be reviewed by IDA}

*IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 9.12.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.*

## 10. CO TO NBAP DP CONNECTION

### 10.1 General

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

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

### 10.2 Monthly Recurring Charge Per Segment Connection

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

### 10.3 Installation Charges

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

#### **CLAUSE 10.3.1 – APPROVED**

~~10.3.2~~10.3.1 There will also be a one-time charge payable for digging/trenching work done in order to lay the ducts. This charge will be on a Cost-Oriented Basis and determined on a case-by-case basis depending on the necessary work scope.

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

#### **CLAUSE 10.3.2 – DIRECTED AMENDMENT**

10.3.2 In the event that OpenNet has to incur any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need for specialised equipment not typically required for typical NBAP deployment, OpenNet shall recover the same on a Cost-Oriented Basis.

**IDA refers to the Directed Amendments to clause 3.3.4 of this Schedule 15, above. In the interests of consistency, IDA considers that the terms of clause 3.3.4 should be similarly reflected under this clause 10.**

**Accordingly, IDA directs OpenNet to incorporate this new clause 10.3.2 as annotated above.**

**10.4 Onsite Charges**

**CLAUSE 10.4.1 – DIRECTED AMENDMENT**

10.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

**For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 10.5 – APPROVED**

**10.5 Cancellation Charges**

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

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

**10.6 Pre-mature Termination Charge**

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

**10.7 No Fault Found Charge**

***CLAUSE 10.7.1 – DIRECTED AMENDMENT***

10.7.1 There will be a No Fault Found Charge will be charged at \$280 levied per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

***CLAUSE 10.7.2 – DIRECTED AMENDMENT***



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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Trouble Report Charge</u>	<u>\$100</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**10.8 Joint Investigation Charge**

***CLAUSE 10.8.1 – DIRECTED AMENDMENT***

10.8.1 OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of \$S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**10.9 Redundancy Service Charges**

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

**10.10 Optical Power Readings Request**

**CLAUSE 10.10.1 – DIRECTED AMENDMENT**

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

**IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 10.10.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 10.11 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 10.11 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 10.11 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 10.11.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
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Cancellation/ <del>Missed Appointment</del> Charge of fault reported	\$ <del>5022.82</del> <del>{To be reviewed by IDA}</del>
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***IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 10.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

## 11. NBAP DP TO NBAP TP CONNECTION

### 11.1 General

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

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

### 11.2 Monthly Recurring Charge Per Segment Connection

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

### 11.3 Installation Charges

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

#### **CLAUSE 11.3.2 – APPROVED**

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

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

#### **CLAUSE 11.3.3 – DIRECTED AMENDMENT**

11.3.3 In the event that OpenNet has to incur any additional cost (e.g. special trunking and scaffolding) to carry out the installation work arising from the need for specialised equipment not typically required for typical NBAP deployment, OpenNet shall recover the same on a Cost-Oriented Basis.

**IDA refers to the Directed Amendments to clause 3.3.4 of this Schedule 15, above. In the interests of consistency, IDA considers that the terms of clause 3.3.4 should be similarly reflected under this clause 11.**

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

**11.4 Onsite Charges**

**CLAUSE 11.4.1 – DIRECTED AMENDMENT**

**11.4.1** OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two ~~(2)~~ hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (S\$)</u>
<u>Minimum Charge for Onsite Visit</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

**For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**

**CLAUSE 11.5 – APPROVED**

**11.5 Cancellation Charges**

**11.5.1** In the event that the Requesting Licensee fails to provide its acceptance of the service activation period and/or agreement to pay the one-time installation charge in accordance with clause 5.10 of Schedule 11, the Requesting Licensee shall be liable

to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which are reasonably incurred by OpenNet in connection with the evaluation of the cancelled Request, such costs or expenses to be recovered on a Cost-Oriented Basis.

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

#### 11.6 Pre-mature Termination Charge

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

#### 11.7 No Fault Found Charge

##### ***CLAUSE 11.7.1 – DIRECTED AMENDMENT***

11.7.1 There will be a No Fault Found Charge will be charged at ~~levied \$280~~ per fault report.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>No Fault Found Charge</u>	<u>\$280</u>

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

#### 11.8 Joint Investigation Charge

##### ***CLAUSE 11.8.1 – DIRECTED AMENDMENT***

**11.8.1** OpenNet will charge for every joint investigation visit where applicable according to the time spent by OpenNet’s staff. There will be a minimum charge ~~of S\$130~~ per visit per staff up to the first two (2) hours as listed below.

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Minimum Charge for Joint Investigation</u>	<u>\$130</u>

Subsequent hourly blocks ~~spent~~ will be charged according to the rates listed below.

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

***For clarity and consistency, IDA considers that there is merit in tabulating the applicable charges. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.***

**11.9 Redundancy Service Charges**

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

**11.10 Optical Power Readings Request**

***CLAUSE 11.10.1 – DIRECTED AMENDMENT***

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

<u>DESCRIPTION</u>	<u>CHARGES (\$\$)</u>
<u>Optical Power Reading Charge</u>	<u>\$9.15</u>

***IDA has reviewed the charges, and after careful consideration, requires OpenNet to amend clause 11.10.1 as specified. Accordingly, IDA directs***

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

**CLAUSE 11.11 – DIRECTED AMENDMENT**

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

**In OpenNet’s Proposed Revised ICO, OpenNet had proposed to delete clause 11.11 in its entirety.**

**OpenNet informed IDA that it had inadvertently deleted the Cancellation Charge of fault reported, and requested that this Cancellation Charge of fault reported be reinstated. IDA notes that its Directed Modification to clause 11.11 did not require OpenNet to remove the Cancellation Charge of fault reported. In the circumstances, OpenNet may reinstate the Cancellation Charge of fault reported in the manner as annotated above.**

**CLAUSE 11.11.1 – DIRECTED AMENDMENT**

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

DESCRIPTION	CHARGE (\$\$)
Cancellation/ <del>Missed Appointment</del> Charge of fault reported	<del>\$5022.82</del> {To be reviewed by IDA}

**IDA has reviewed the charge, and after careful consideration, IDA requires OpenNet to amend clause 11.11.1 as specified. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.**



## 12. CO-LOCATION SERVICE

### 12.1 General

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

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

### 12.2 Co-location Space

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

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

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

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

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

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

### 12.3 Power Charges

#### **CLAUSE 12.3.1 – DIRECTED AMENDMENT**

12.3.1 OpenNet will provide a minimum of 16 or 32 fused Aamps for AC and 20 fused Aamps for DC to the Requesting Licensee at the rate below.

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

***For consistency with clause 1.5.2 of Annex 12D to Schedule 12, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.***

### 12.4 Ordering Charge

#### **CLAUSE 12.4.1 – DIRECTED AMENDMENT**

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

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

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

### 12.5 Project Study

#### **CLAUSE 12.5.1 – APPROVED**

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

**12.6 Site Preparation & Installation Charge**

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

**CLAUSE 12.6.2 – APPROVED**

12.6.2 This Charge will be on a Cost-Oriented Basis and calculated on a case-by-case basis depending on the necessary work scope.

**12.7 Onsite Charges**

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

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

**CLAUSE 12.7.2 – APPROVED**

12.7.2 Where such supervision/services extend beyond the original requested timing solely due to OpenNet being late for the appointment and/or other reasons attributable to OpenNet, OpenNet will only impose charges based on the original requested timing.

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

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

**CLAUSE 12.8.1 – APPROVED**

12.8.1 This Charge will be on a Cost-Oriented Basis and determined on a case-by-case basis depending on the necessary work scope.

**12.9 Updating Access List Charge**

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

**12.10 Co-location Equipment Modification Charges**

**CLAUSE 12.10.1 – APPROVED**

12.10.1 This Charge will be on a Cost-Oriented Basis and calculated on a case-by-case basis depending on the necessary work scope.

**12.11 Termination Charges**

12.11.1 Termination of the Co-location Service involves:

- (i) Reinstatement of the Co-location Space;*
- (ii) Removal of Patching Service;*
- (iii) Recovery of equipment (including the Transmission Tie Cable from the Co-location Space)*

**CLAUSE 12.11.2 – APPROVED**

12.11.2 This Charge will be on a Cost-Oriented Basis and calculated on a case-by-case basis depending on the necessary work scope.

**12.12 Pre-mature Termination Charge**

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

**12.13 Reconnection Charge**

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

**CLAUSE 12.13.2 – APPROVED**

12.13.2 This Charge will be on a Cost-Oriented Basis and calculated on a case-by-case basis depending on the necessary work scope.

**12.14 Fibre Splicing Charge**

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

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

**12.15 No Fault Found Charge**

12.15.1 Same as Onsite Charges.

## 12A. RL TO RL INTERCONNECTION SERVICE

### 12A.1 General

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

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

### 12A.2 Request Charge

#### **CLAUSE 12A.2.1 – DIRECTED AMENDMENT**

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

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

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

#### **CLAUSES 12.A.3 TO 12.A.5 – APPROVED**

### 12A.3 Project Study

12A.3.1 Project study charges will be on a Cost-Oriented Basis and determined on a case-by-case basis depending on the necessary work scope.

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

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

12A.4.2 This Charge will be on a Cost-Oriented Basis and calculated on a case-by-case basis depending on the necessary work scope.

### 12A.5 Onsite Charges

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

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

**CLAUSE 12A.5.2 – APPROVED**

12A.5.2 Where such supervision/services extend beyond the original requested timing solely due to OpenNet being late for the appointment and/or other reasons attributable to OpenNet, OpenNet will only impose charges based on the original requested timing.

12A.5.3 In addition to the charges stated above, the Requesting Licensee will have to reimburse OpenNet for the transport claims of its staff.

### 13. PATCHING SERVICE

#### 13.1 General

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

#### 13.2 Ordering Charge

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

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

#### 13.3 Patching Charge

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

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

#### 13.4 Termination Charge

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

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



**CLAUSE 14 – APPROVED**

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

**14.1 General**

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

**14.2 OSS/BSS Standard Services**

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

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

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

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

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

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

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

**14.3 OSS/BSS Professional Services**

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

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

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

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

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