

APPENDIX 2

DIRECTED AMENDMENTS TO SCHEDULE 1

SCHEDULE 1

Residential End-User Connection

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RESIDENTIAL END-USER CONNECTION

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ANNEX 1A: REQUEST FORM FOR RESIDENTIAL END-USER CONNECTION

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ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

SCHEDULE 1

RESIDENTIAL END-USER CONNECTION

1. SCOPE

This Schedule 1 sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with a licence for:

- (i) Layer 1 Service (a service provided by OpenNet for the use of passive optical fibre cable) from OpenNet's designated Central Office (or "CO") to the First Termination Point of a Residential Premise for the purpose of the Requesting Licensee providing GPON services; or
- (ii) Layer 1 Service from OpenNet's designated CO to the First Termination Point of a Residential Premise for the purpose of the Requesting Licensee providing OE services

(Residential End-User Connection).

1.1 The Residential End-User Connection is a service provided by OpenNet to the Requesting Licensee for the purpose of delivering GPON or OE services over the Layer 1 Services highlighted above to a Residential Premise at a:

- (a) High-Rise Residential Building/Non-Residential Building; or
- (b) Landed Residential Premise.

CLAUSE 1.2 – DIRECTED AMENDMENT

1.2 For the avoidance of doubt, OpenNet may provide a Residential End-User Connection via the 1st or 2nd fibre installed in the First Termination Point or ~~in some cases and only where necessary,~~ 1st or 2nd fibre installed in the Second Termination Point (subject to clause 19), and all terms and conditions of this Schedule 1 shall apply regardless of which fibre is used.

IDA is of the view that the additional qualifier "in some case and only where necessary" will be confusing to the industry. IDA also notes that OpenNet will be deploying 2 fibres into the Second Termination Point.

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

~~1.21.3~~ This Schedule only applies to Requesting Licensees who are FBOs.

2. SERVICE LEVEL GUARANTEES

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

- (a) Clause 6.10 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (b) Clause 11.14 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (c) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

CLAUSE 2.2 – DIRECTED AMENDMENT

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

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

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

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

2.22.3 If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, the amount of the rebate will be credited into the Requesting Licensee’s account after it has been processed by OpenNet and will be reflected in OpenNet’s bill to the Requesting Licensee in accordance with OpenNet’s billing cycle.

2.32.4 The guarantee and rebates provided by OpenNet are:

- (a) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
- (b) subject to this Schedule.

2.42.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, OpenNet shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.

2.52.6 In addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:

- (a) the Residential End-User Connection is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to OpenNet’s fault;

- (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee or on behalf of the Requesting Licensee;
- (c) provision or restoration of the Residential End-User Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by OpenNet; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by OpenNet, the time taken from the start of arranging any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;

CLAUSE 2.6(d) – DIRECTED AMENDMENT

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

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

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

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

CLAUSE 2.6(e) – DIRECTED AMENDMENT

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

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

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

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

CLAUSE 2.6(f) – DIRECTED AMENDMENT

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

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

- (g) OpenNet network outages for which the Requesting Licensee has not reported a fault;
- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by OpenNet;

CLAUSE 2.6(i) – DIRECTED AMENDMENT

- (i) OpenNet is required to carry out scheduled service interruption and the Requesting Licensee has been informed in accordance with clause 9.5; ~~or~~

In light of the addition of clause 2.6(k) below, IDA considers that the word “or” at the end of clause 2.6(i) should be deleted. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

- (j) OpenNet is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5; or

CLAUSE 2.6(k) – DIRECTED AMENDMENT

- (k) Where there is a request received from End-User or Requesting Licensee for ~~Removal, R~~repair and ~~r~~Replacement (at the request of Requesting Licensee

only, and not as part of OpenNet's fault resolution process) as well as Rrelocation Requests(within the same premise or to a new premise), but such exclusion shall only be limited to the time taken for the Termination Point to be repaired and replaced or to be relocated;-

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

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

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

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

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

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

2.62.7 If the Requesting Licensee disputes OpenNet's reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.

2.72.8 A failure by OpenNet to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.

2.82.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to

meet the relevant Service Level Guarantees for any Residential End-User Connection and shall be OpenNet's sole and exclusive liability to the Requesting Licensee for such failure.

3. SERVICE DESCRIPTION AND ACCESS POINTS

3.1 (A) Where the Requesting Licensee requests for Residential End-User Connection for the purpose of providing GPON services to the End-User, OpenNet will provide a licence for Residential End-User Connection of 1:24 Split Ratio to the Requesting Licensee with the following:

- (a) one (1) fibre strand from OpenNet's Fibre Distribution Frame (**FDF**) at the Central Office designated by OpenNet to OpenNet's splitter at the Building MDF Room for each group of twenty four (24) Residential Premises (or portion thereof);
- (b) one (1) dedicated fibre strand from the splitter to the First Termination Point of the Residential Premise;

CLAUSE 3.1(A)(c) – APPROVED

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

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

CLAUSE 3.1(A) – DIRECTED AMENDMENT

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

~~delays in provisioning of service due to lack of splitters in the event the Requesting Licensee failed to provide its forecast in advance or provides inaccurate requirements.~~

IDA notes that OpenNet's proposed modifications have not adequately clarified the conditions where OpenNet will provision an additional splitter even though the existing splitter has not been at least 90% utilised. IDA understands that the above situation will arise when the fibre cable terminated into the End-Users' premise cannot be provisioned from the existing splitter.

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

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

- 3.1 (B) Where the Requesting Licensee requests for Residential End-User Connection for the purpose of providing OE services to the End-User, OpenNet will provide a licence for Residential End-User Connection of 1:24 Split Ratio to the Requesting Licensee with the following:
- (a) two (2) fibre strands from OpenNet's FDF at the Central Office designated by OpenNet to OpenNet's FDF at the Building MDF Room for each group of twenty four (24) Residential Premises (or portion thereof);
 - (b) one (1) dedicated fibre strand to the First Termination Point of the Residential Premise from OpenNet's FDF at the Building MDF Room;
 - (c) up to three (3) Patching Services at OpenNet's FDF in the Building MDF Room; and

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

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

- (a) one (1) dedicated fibre strand from OpenNet's FDF at the Central Office designated by OpenNet to OpenNet's FDF at the Building MDF Room;
- (b) one (1) dedicated fibre strand from OpenNet's FDF at the Building MDF Room to the First Termination Point of the Residential Premise;
- (c) one (1) Patching Service at OpenNet's FDF in the Building MDF Room;
- (d) one (1) Patching Service at OpenNet's FDF in the Central Office and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

3.3 Where the Requesting Licensee requests for Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services to the End-User or Residential End-User Connection of 1:1 Split Ratio, the Requesting Licensee shall access the Residential End-User Connection at OpenNet's FDF at the Central Office designated by OpenNet or the Requesting Licensee's FDF at the Central Office designated by OpenNet and at the First Termination Point of the Residential Premise.

3.4 Where the Requesting Licensee requests for Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall access the Residential End-User Connection at OpenNet's FDF at the Central Office designated by OpenNet or the Requesting Licensee's FDF at the Central Office designated by OpenNet, at OpenNet's FDF at the Building MDF Room and at the First Termination Point of the Residential Premise.

3.5 Where the Requesting Licensee wishes to acquire subsequent fibre connection from CO to Building MDF Room, the Requesting Licensee shall acquire such fibre connection in accordance with Schedule 5 (CO to Building MDF Room Connection).

3.43.6 Where the Requesting Licensee acquires a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall ensure the Residential End-User Connection is connected to active Optical Ethernet equipment.

4. ORDERING AND PROVISIONING PROCEDURE

CLAUSE 4 - DIRECTED AMENDMENT

4.1 Within a reasonable timeframe after the First Termination Point has been installed at a Residential Premise, OpenNet shall indicate the same as a “covered” site in its Mandated Service Information (“MSI”) whereupon any Requesting Licensee may submit to OpenNet its request for Residential End-User Connection (“Request”).

Due to the recent decision related to Mandated Services Information, OpenNet has inserted the above clause into its ICO. Accordingly, IDA directs OpenNet to include this clause into this Schedule 1 and to renumber the affected clauses accordingly.

CLAUSE 4.1 – DIRECTED AMENDMENT

5.14.1 (A) The Requesting Licensee shall submit its request for Residential End-User Connection (**Request**) to OpenNet on a Business Day in the form of Annex 1A stating, but not limited to the following information:

(a) the End-User’s name, telephone number and address of the Residential Premise; and

(b) the Split Ratio required.

(B)(i) As an alternative to submitting a Request under the form set out in Annex 1A under clause 4.1(A), ~~the~~The Requesting Licensee may also should submit its Request for Residential End-User Connection (Request) to OpenNet via the OpenNet Platform, stating, but not limited to the following information:

(a) the End-User’s name, telephone number and address of the Residential Premise; and

~~1.~~(b) the Split Ratio required.

For Request submission~~ted~~ via the Service Portal, the Requesting Licensee shall submit a feasibility check for the ~~End-User’s~~ address of the Residential Premise to

verify the coverage status and select an available date and appointment time. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

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

(B)(ii) Following clause 4.1(B)(i), For Request submitted via the OpenNet Platform, the Requesting Licensees are able to modify the contact details of End-Users subject to the requirement that the date of modification is more than three (3) Business Days from the request service activation date requested. The OpenNet Platform will notify the Requesting Licensee if the contact details have been successfully modified.

Comments were received that the actual process to be implemented by OpenNet for service ordering is unclear. IDA agrees that renumbering and suitable amendments to the clauses can address this concern.

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

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

CLAUSE 4.2 – DIRECTED AMENDMENT

~~_____~~ The Requesting Licensee may submit a request with the relevant Order Request Identifier (ORI) via manual means or the OpenNet Platform when available (about which OpenNet shall inform the industry when the above feature will be available on OpenNet Platform) to relocate the First or Second Termination Point within the same Residential Premise, subject to the following terms and conditions:

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

CLAUSE 4.2(a) – DIRECTED AMENDMENT

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

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

CLAUSE 4.2(b) – DIRECTED AMENDMENT

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

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

- ~~5-(c)~~ ~~(e)~~ The Requesting Licensee will have to bear the charge for installation of the relocated Termination Point in accordance to Schedule 15 (Charges);and

CLAUSE 4.2(d) – DIRECTED AMENDMENT

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

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

CLAUSE 4.2(e) - DELETION

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

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

CLAUSE 4.3 – DIRECTED AMENDMENT

~~4.2~~ 4.3 Where a premise was classified as a Non-Residential Premise during the rollout of the NGNBN but has since undergone a change of premise type or the End-User claims the premise is a Residential Premise, the Requesting Licensee shall obtain from the End-User and keep a record of the necessary documentary evidence as proof of such change of premise type ~~for verification by OpenNet~~. Such documentary evidence must consist of one or more of the following dated within the last three (3) months from the date of Request for Residential End-User Connection submitted in the End-User's name:

- (a) Telecommunication / Internet bill;
- (b) Service and Conservancy bill from town council ;
- (c) Utilities bill from Singapore Power;
- (d) Cable TV bill;
- (e) Tenancy agreement for residence; or

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

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

Where~~If~~ the Request is accepted, OpenNet will provision the Residential End-User Connection based on 1:16 split ratio in ten (10) Business Days or the preferred installation date requested by the Requesting Licensee, whichever is earlier. Where OpenNet has deployed its Network to the Distribution Point, Final Distribution Point or First or Second Termination Point of the premise, OpenNet shall provision the Residential End-User Connection in three (3) Business Days or the preferred installation date requested by the Requesting Licensee, whichever is later. Such Residential End-User Connection shall be provisioned on a splitter used for Residential End-User Connections only. For the avoidance of doubt, where OpenNet provisions the service earlier than the preferred installation date, OpenNet shall treat the preferred installation date as the date the service commences.

OpenNet will waive the one-time installation charge for such premise ~~at its first claim~~ where such premise is classified or re-classified for the first time as a Residential Premise. Where a premise is subsequently re-classified as a Residential Premise after it has been re-classified as a Non-Residential Premise from a Residential Premise, no waiver of fees shall be given. For the avoidance of doubt, there shall be no installation charge where the Termination Point has been installed.

~~At all times, it shall be the responsibility and obligation of the Requesting Licensee to satisfy itself and obtain from the End User sufficient documentary evidence of such change in premise. In the event upon~~ Where OpenNet requests for the documentary evidence (which shall not be later than three (3) months from the date of Request) (under clause 4.3(a) to 4.3(f)) and the Requesting Licensee is unable to provide 's verification there are insufficient the evidence to support the change in premise type to a Residential Premise, OpenNet reserves the right to maintain or re-classify the premise type as a Non-Residential Premise and bill the Requesting Licensee all ~~one time~~ charges ~~and monthly recurring charge~~ applicable to a Non-Residential End-User Connection as per Schedule 15 (Charges) retrospectively. If Requesting Licensee

disputes OpenNet's decision to classify the premise as a Non-Residential Premise, the Requesting Licensee may raise a dispute ~~in accordance to the Dispute Resolution process as set out in Schedule 17 and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or such other process or timeframe as mutually agreed by the parties. However, a reference of such dispute for the Dispute Resolution process as set out in Schedule 17 shall not suspend or entitle the Requesting Licensee from withholding any payment or payment of any charges, partially or in whole, as billed or invoiced by OpenNet. Where OpenNet's decision is reversed or modified upon conclusion of the Dispute Resolution, OpenNet shall rebate to the Requesting Licensee such sums associated with the decision reversed or modified without interest.~~

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

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

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

Comments were also received that since OpenNet has already verified the End-User's claim for reclassification, it is unclear why reclassification cases would result in a longer provisioning time of ten (10) Business Days. IDA is of the view that the SAP of ten (10) Business Days will apply only when OpenNet needs to roll out from MDF room/FTTB node to the premise. Where OpenNet has deployed its Network to the Distribution Point, Final Distribution Point or Termination Point of the Residential Premise, the SAP of three (3)

Business Days should apply. For clarity, there is merit to also clarify that such Residential End-User Connection shall be provisioned on splitters catered for Residential End-User Connections only and there shall be no installation charge where the Termination Point has been installed.

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

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

IDA agrees that it is unreasonable to compel parties to pay disputed amounts before the dispute is resolved. IDA noted that OpenNet had not proposed a shorter timeframe for the dispute resolution process and OpenNet has explained that the timeframes for Mediation and Arbitration processes are fixed and cannot be changed. Nonetheless, OpenNet added that it will use its best endeavours to resolve the dispute with the Requesting Licensee within the current timeframe of within 20 business days under the Inter-Working group. IDA notes that the definition of "Residential Premise" to refer to the classification which the Inland Revenue Authority of Singapore applies to that premise for tax purposes

as final and conclusive. Therefore, IDA does not envisage that it is necessary to require the Parties to refer classification issues (between Residential and Non-Residential Premises) for mediation and/or arbitration. In light of the above and considering that the issue is not complex, IDA is of the view that it is possible for the parties to resolve such disputes within five (5) Business Days. Notwithstanding the above, the parties may mutually agree to use other processes or to a longer timeframe.

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

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

CLAUSE 4.4 – DIRECTED AMENDMENT

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

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

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

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

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

For clarity, there is merit to rearrange the clause.

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

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

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

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

CLAUSE 4.5 –DIRECTED AMENDMENT

4.5 OpenNet shall at its sole discretion determine the serving CO and Building MDF Room from which the Residential End-User Connection will be provided. Subject to clause ~~4.64.5~~, the Requesting Licensee, is able to query the OpenNet Platform at no cost for the serving CO and Building MDF by providing the postal code for the Residential Premise End-User address.

IDA notes that there is a referencing error and the correct reference should be clause 4.6. In addition, there is also merit to amend the clause for clarity.

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

CLAUSE 4.6 – DIRECTED AMENDMENT

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

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

- (a) Affected location;
- (b) Date of occurrence;
- (c) Time of occurrence (start & approximate end timings);
- (d) Cause of outage;
- (e) Steps taken to remedy the outage;
- ~~1.(e)~~ Steps (if any) required by Requesting Licensee to assist with rectification of outage;

2-(f) Order Request Identifier of the affected orders; and

(h) OpenNet's Network Operations Centre Contact Number.

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

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

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

5. RESIDENTIAL END-USER CONNECTION REQUEST

CLAUSE 5.1 – APPROVED

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

CLAUSE 5.2 – DIRECTED AMENDMENT

Version 1:

5.2 For each Business Day, OpenNet shall process a combined total of no more than ~~500~~ 580 Requests for Basic Mandated Services and Layer 1 Redundancy Services (Maximum Quota) from all Requesting Licensees, excluding Requests for Non-Residential End-User Connections. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet Platform and for which the

Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. OpenNet will process all Requests on a 'first come, first served' basis. The Maximum Quota is not applicable to requests for deactivation of any Connection.

- (i) If OpenNet finds that more than 95% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and ~~October~~~~September~~), OpenNet shall increase its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. If OpenNet finds that less than 80% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and ~~October~~~~September~~), OpenNet ~~may~~~~shall~~ decrease its daily quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. The review mechanism will be revised regularly ~~subjected~~ to the Authority's approval. ~~To ensure better capacity planning, the Requesting Licensee will be required to provide within the first week of the current quarter, a 4 quarter rolling forecast with monthly breakdown for the coming quarter. E.g The Requesting Licensee will provide in 1st week of January 2013 the forecast for April to June 2013. For the avoidance of doubt, the above review shall apply to the Maximum Quota.~~
- (ii) For seasonal increase in demand during quarterly major fairs (~~namely e.g.~~ IT Show in March, PC Show in June, Comex Show in September and SITEX in November), the Maximum Quota shall be supplemented~~ed~~ by Seasonal Slots (temporary increase of installation slots in excess of the Maximum Quota) and for which a sub quota for Non Residential Premise installation will be established. The Seasonal Slots, ~~including the sub quota~~, shall be subjected to such terms and conditions stated in the Seasonal Slots Notification which shall be provided to all Requesting Licensees no later than two (2) weeks before the quarterly major fairs.

~~Version 2 :—~~

~~5.2— For each Business Day, OpenNet shall process a combined total of no more than 655 Requests for Basic Mandated Services and Layer 1 Redundancy Services (Maximum Quota) from all Requesting Licensees. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. OpenNet will process~~

~~all Requests on a 'first come, first served' basis. The Maximum Quota is not applicable to requests for deactivation of any Connection.~~

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

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

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

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

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

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

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

Type of Work	Installation Slots Per Business Day
Schedule 1 High rise Residential Premise	170
Schedule 1 Landed Residential Premise installation	15

Schedule 2 Non-Residential Premise installation	40
Schedule 3 NBAP	5
Express Service Patching	40
Unused Quota	≤ 655

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

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

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

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

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

CLAUSE 5.3 (A) - DIRECTED AMENDMENT

5.3 (A) Within one (1) Business Day of the date on which OpenNet receives the request for Residential End-User Connection (**Request Date**) and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

(a) the Request for Residential End-User Connection is not in the prescribed form;

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

(c) the service activation date requested is less than three (3) Business Days from the date of receipt of a Request;

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

(e) where either the first or second fibre of the First Termination Point are not in use, the request to install a Second Termination Point will be rejected. Where the first and second fibre of the First Termination Point are in use, OpenNet will offer to install a Second Termination Point in accordance with the charges stated in Schedule 15; or

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

For consistency, IDA considers that there is merit to align clause 5.3 (A)(e) with 5.3 (B)(ii)(c).

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

CLAUSE 5.3 (B)(i) – DIRECTED AMENDMENT

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

- (a) Data entered for the fields does not meet the required format;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading; or
- (c) the service activation date requested is less than three (3) Business Days from the date of receipt of a Request.~~;~~

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

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

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

CLAUSE 5.3 (B)(ii) – DIRECTED AMENDMENT

(B)(ii) Following clause 5.3(B)(i), ~~W~~within one (1) Business Day of the date on which OpenNet receives the ~~r~~Request via the OpenNet Platform for Residential End-User Connection (**Request Date**) and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- ~~1-(a)~~ the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
- (b) where either the first ~~or and~~ second fibre of the First Termination Point are ~~not~~ in use~~;~~, the request to install a Second Termination Point will be rejected. Where the first and second fibre of the First Termination Point are in use. ~~In such a situation,~~ OpenNet will offer

to install a Second Termination Point in accordance with theas per charges stated in Schedule 15.

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

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

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

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

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

CLAUSE 5.4 – DIRECTED AMENDMENT

5.15.4 Within three (3) Business Days of the Request Date and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons, except where there is ~~Insufficient Capacity~~ insufficient capacity, OpenNet must also notify the Requesting Licensee within three (3) Business Days of the Request Date that there is ~~Insufficient Capacity~~ insufficient capacity and the

timeframe to notify the acceptance or rejection of the Request shall be extended to within ten (10) or forty (40) Business Days of the Request Date:

IDA notes that the phrase “Insufficient Capacity” has not been defined and this should be replaced with the phrase “insufficient capacity”.

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

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

CLAUSE 5.4(b) – DIRECTED AMENDMENT

- (b) there is obstruction from building owner, building management, home owner or End-User to OpenNet installation or installation schedule ~~including any breach by building owner, building management, home owner or End-User of applicable regulatory requirements including for example COPIF~~. OpenNet shall use its best endeavours to resolve such obstructions ~~and where applicable, OpenNet shall refer any breaches of regulatory requirements to the Authority for the Authority’s action and follow up;~~

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

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

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

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

CLAUSE 5.4(d) – APPROVED

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

CLAUSE 5.5 – DIRECTED AMENDMENT

5.5 If there is sufficient capacity to provide the Residential End-User Connection pursuant to clause 6.1, OpenNet shall advise the Requesting Licensee within three (3) Business Days whether the Residential End-User Connection has been successfully set up. In the event that there is ~~Insufficient Capacity~~insufficient capacity to provide the Residential End-User Connection pursuant to the Request due to sudden surge of orders in a short period of time at a location or multiple Requesting Licensees serving the same location giving rise to rapid exhaustion of ~~fibres resources~~ for that location or OpenNet's Network has not been rolled out to that location, clause 6.2 shall apply and OpenNet shall inform the Requesting Licensee accordingly within three (3) Business Days and advise the Requesting Licensee that the RFS of the Residential End-User Connection will be extended to ~~within at least w~~ ten (10) Business Days if there is ~~Insufficient Capacity~~insufficient capacity from FTTB Node of the Residential Premise to the First Termination Point or ~~within at least~~ forty (40) Business Days if there is insufficient capacity from CO to the First Termination Point. Upon receipt of OpenNet's notification of insufficient capacity, the Requesting Licensee ~~have~~s an option to either select a new appointment date or cancel the Request without charges within ~~three (3) one (1)~~three (3) Business Days through OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

IDA notes that the phrase “Insufficient Capacity” has not been defined and this should be replaced with the phrase “insufficient capacity”.

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

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

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

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

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

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

CLAUSE 5.7 – APPROVED

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

CLAUSE 5 – DIRECTED AMENDMENT

5.1] In the event that a Residential Premise has a First Termination Point installed but has not been indicated as a “covered” site in OpenNet’s MSI within such timeframe, as approved by IDA, indicated on OpenNet Platform, (due to an error in the MSI which is caused solely by OpenNet, its contractors or suppliers), and a Requesting Licensee is unable to submit its Request, OpenNet shall accept the Request and provision the Residential End-User Connection Service on the same terms and conditions as if the Residential Premise has been included as a “covered” site. In addition, OpenNet shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge.

Due to the recent decision related to Mandated Services Information, OpenNet has inserted the above clause into its ICO. Accordingly, IDA directs OpenNet to include this clause into this Schedule 1 and to renumber the affected clauses accordingly.

5.35.8 Where OpenNet has informed the Requesting Licensee that a Residential Premise has been installed with a First Termination Point and a valid Residential End-User Connection Request has been submitted by the Requesting Licensee for such a Residential Premise but it is subsequently found by OpenNet that the said Residential Premise has actually not been installed with the First Termination Point (due to an error in Mandated Services information which is caused solely by OpenNet, its contractors or suppliers), then OpenNet shall provision the Residential End-User Connection Service on the same terms and conditions as if the First Termination Point had been installed at the said Residential Premise. For the avoidance of doubt, OpenNet shall not impose the Installation Charge for the installation of such First Termination Points.

5.45.9 Where it is subsequently determined by OpenNet that a valid Residential End-User Connection Request submitted by the Requesting Licensee is for a Non-Residential Premise (due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers), then OpenNet shall duly inform the Requesting Licensee of the nature of such error, and commence to deliver the service after the Requesting Licensee confirms that it wishes to proceed with the order; however, any charges imposed by OpenNet will follow the rates for a Residential End-User Connection (i.e. the entire clause 1 of Schedule 15). For the avoidance of doubt, all applicable charges under Schedule 15 for this End-User Premise shall revert to the charges for Non-Residential Premises upon the expiry of the 12 month contract period.

CLAUSE 5.10 – APPROVED

~~5.5~~5.10 Where it is subsequently determined by OpenNet that a valid Residential End-User Connection Request submitted by the Requesting Licensee is for a Residential Premise that is not a covered site (due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers), then OpenNet shall duly inform the Requesting Licensee of the nature of the error, and have the right to reject the Residential End-User Connection Request; however, OpenNet shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge. For the avoidance of doubt, this clause 5.10 shall also be applicable to a rejection under clause 5.4(d) where such rejection is due to an error in Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers as well as a rejection under clauses 5.4(b) or 5.4(e). The rebates, where applicable will be shown in the next Invoice.

~~5.6~~5.11 For the avoidance of doubt:-

- (a) where OpenNet discovers any error in the Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, OpenNet shall inform the Requesting Licensee of the error and the correct Mandated Services Information within one (1) Business Day of OpenNet's discovery of the error;
- (b) where OpenNet is informed of an error in the Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, OpenNet shall inform the Requesting Licensee of the error and the correct Mandated Services Information within three (3) Business Days of being informed of the error;
- (c) the timeframe to inform the Requesting Licensee of an error in the Mandated Services Information or the correct Mandated Services Information indicated under ~~c~~ clauses 5.11(a) and 5.11(b) shall exclude any delays caused by third parties such as building owners and/or management or end-user, who obstructs OpenNet during OpenNet's site survey or related checks;

CLAUSE 5.11(d) – DIRECTED AMENDMENT

(d) where the Requesting Licensee wishes to cancel the Residential End-User Connection Request due to the error in the Mandated Services Information which is caused solely by OpenNet, its contractors or suppliers, or to change any parameter in the Residential End-User Connection Request for the same reason, OpenNet shall not require the Requesting Licensee to bear the Cancellation Charge specified in Schedule 15 (Charges) or any additional charges in relation

to the cancellation or change in parameter(s). The Requesting Licensee shall submit the cancellation request ~~Cancellation Request~~ due to the error in the Mandated Services Information via manual means or the OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform; and

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

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

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

CLAUSE 5.11(e) – DIRECTED AMENDMENT

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

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

CLAUSE 5.11(f) – DIRECTED AMENDMENT

(f) where OpenNet has successfully changed the classification of a premise from a Non-Residential Premise to a Residential Premise upon the request of the Requesting Licensee, any error in the Mandated Services Information shall

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

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

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

CLAUSE 5.12 – APPROVED

~~5.75.12~~ The Requesting Licensee may submit a request to change the scheduled appointment for the installation of the Termination Point. The Requesting Licensee must submit the request at least two (2) Business Days before the original appointment date. For the avoidance of doubt, the applicable Maximum Quota shall be for the Business Day of the re-scheduled appointment.

CLAUSE 5.13 – DIRECTED AMENDMENT

~~5.8~~ ~~5.13~~ ~~_____~~ The Requesting Licensee is only allowed to change the appointment to an available date, which shall be at minimum three (3) Business Days ~~-from the request~~ ~~Request~~ for change of appointment date.

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

CLAUSE 5.14 – DELETION APPROVED

6. DELIVERY

CLAUSE 6.1 - APPROVED

- 6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, OpenNet shall provide the Residential End-User Connection by the end of three (3) Business Days or, where applicable, a later date selected by the Requesting Licensee from the receipt of a valid Request from the Requesting Licensee, where OpenNet has deployed its Network to the Distribution Point, Final Distribution Point or First Termination Point of the Residential Premise. OpenNet shall use its reasonable endeavours to install the First or, where necessary, the Second Termination Point of the Residential Premise during the Requesting Licensee's preferred session.

CLAUSE 6.2 (A) – DIRECTED AMENDMENT

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

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

OpenNet shall use its reasonable endeavours to install the First or, where necessary, the Second Termination Point of the Residential Premise during the Requesting Licensee's preferred session.

IDA notes that the phrase "Insufficient Capacity" has not been defined and this should be replaced with the phrase "insufficient capacity".

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

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

CLAUSE 6.2 (B) – DIRECTED AMENDMENT

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

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

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

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

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

CLAUSE 6.3 – DIRECTED AMENDMENT

6.3 Where the home owner has previously refused OpenNet’s entry to the premise, OpenNet will provide internal cabling within the Residential Premise using PVC

trunking up to a maximum distance of 15 metres to the First Termination Point, measured from the point of entry to the Residential Premise to the First Termination Point. If the owner of a Residential Premise requests the installation of internal cabling that exceeds 15 metres and/or requires the use of deployment technique other than open ducting, OpenNet shall inform the Requesting Licensee and both parties shall mutually agree to a revised implementation timeline which shall not be subject to the provisioning Service Level Guarantee. The Requesting Licensee shall pay the additional charges for installation of internal cabling which exceeds 15 metres in accordance to Schedule 15 (Charges). For the avoidance of doubt, where the owner of a Residential Premise requires the use of deployment technique other than open ducting, such deployment shall be provided by a third party. The Requesting Licensee may download the applicable Service Report Form(s) (“SRF”), which shall include the length of the internal cabling for cases where internal cabling exceeds 15 metres, from the Service Portal, within five (5) Business Days from the date of service provisioning, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. The final charge ~~would~~shall be reflected in OpenNet’s Invoice to the Requesting Licensee.

Comments were received that OpenNet should specify clearly the timeframe within which the Service Report Form will be available on the Service Portal and it was proposed that this timeframe should be five (5) Business Days from the date of service provisioning. After careful consideration, IDA agrees with the industry and considers that a five (5) Business Days timeframe is reasonable.

IDA understands that OpenNet will capture the length of internal cabling deployed in the SRF. In this regard, there is merit to make clear the above.

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

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

- 6.4 Unless otherwise stated, OpenNet shall retain the responsibility for working at OpenNet's FDF at the Central Office and Building MDF Room, FTTB Node and First Termination Point, including Patching Service at OpenNet's FDF at the Central Office, Building MDF Room and FTTB Node in accordance with Schedule 13 on Patching Services. The Requesting Licensee shall bear the Charges for such work carried out by OpenNet.
- 6.5 Where the Requesting Licensee requests Residential End-User Connection for the purpose of providing OE services to the End-User, OpenNet will provide the necessary Patching Service at OpenNet's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, OpenNet will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Residential End-User Connection.
- 6.6 OpenNet will use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the Residential End-User Connection.
- 6.7 OpenNet shall ensure that the optical power loss:
- (a) -of any Residential End-User Connection for the purpose of provision of GPON services does not exceed -28dB; and
 - (b) of any Residential End-User Connection for the purpose of provision of OE services does not exceed -20 dB from OpenNet's FDF in the Central Office or the Requesting Licensee's FDF at the Central Office designated by OpenNet to OpenNet's FDF in the Building MDF Room, and does not exceed -20dB from OpenNet's FDF in the Building MDF Room to the First Termination Point of the Residential Premise.
- 6.8 OpenNet shall promptly notify the Requesting Licensee upon the completion of the Residential End-User Connection.
- 6.9 Subject to clause 6.10, in the event OpenNet fails to meet the applicable service activation period for a Request, OpenNet shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the weekly recurring charge for the Residential End-User Connection, subject to a maximum of 30 times the weekly recurring charge for the Residential End-User Connection (**Weekly Recurring Charge**), where:

Weekly Recurring Charge = Monthly recurring charge x 7 / 30

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

CLAUSE 6.10(a) – DIRECTED AMENDMENT

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

IDA notes that OpenNet has not fully given effect to IDA's Directed Modification, as OpenNet's proposed modifications do not state that OpenNet will use its best endeavours to obtain expeditiously the permission mentioned in clause 6.10(a).

In addition, IDA refers to the IDA's Directed Amendments to clauses 2.6(d) and (e) of this Schedule 1. In the interests of consistency, IDA considers that the drafting of this clause 6.10(a) should be aligned with clauses 2.6(d) and (e) above.

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

~~(a)(b)~~ Where the owner of a Residential Premise requests the installation of internal cabling that requires more than 15 metres of ducting and/or requires the use of a deployment technique other than open ducting;

~~(b)(c)~~ The Requesting Licensee requests the deferment of the service activation date; or

~~3.~~ **CLAUSE 6.10(d) – DIRECTED AMENDMENT**

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

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

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

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

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

CLAUSE 6.10 – DIRECTED AMENDMENT

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.10 or elsewhere in the ICO Agreement (unless otherwise stated), OpenNet shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

IDA notes that there is a referencing error and the correct reference should be clause 6.10. Accordingly, IDA directs OpenNet to amend this clause by incorporating the directed amendment as annotated above.

CLAUSE 6.11 – DIRECTED AMENDMENT

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

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

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

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

CLAUSE 6.11(a) – DIRECTED AMENDMENT

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

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

industry, OpenNet should inform the industry when certain features will be available on the Platform.

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

CLAUSE 6.11(b) – DIRECTED AMENDMENT

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

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

CLAUSE 6.11(c) – DIRECTED AMENDMENT

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

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

CLAUSE 6.11(d) – DIRECTED AMENDMENT

(d) The Requesting Licensee hereby acknowledges and agrees that OpenNet shall not be held liable for any delays where OpenNet has exercised its best endeavours in its attempt to remedy expeditiously any obstructions from

building owner, building management, home owner or End-User to OpenNet's installation or installation schedule or any of the circumstances described in ~~cl~~auses 2.6(e) and 2.6(f) above during the express service activation. Provided that in the event the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to remedy expeditiously the obstruction, questioning OpenNet's effort in remedying the obstruction, OpenNet will provide ~~the such~~ evidence that it has used such as may be available of its best endeavours;

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

CLAUSE 6.11(e) – DIRECTED AMENDMENT

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

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

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

CLAUSE 6.11(g) – DIRECTED AMENDMENT

- (g) ~~Subject to clauses 6.7 and 6A,~~ The provisioning of the Request for express service activation will only cover patching in Building MDF Room/FTTB Node Serving Cabinet and/or Central Office by OpenNet. The power meter measurement will be performed during patching at Central Office (from Central Office to MDF). For the avoidance of doubt, OpenNet shall comply with clause 6.7 and clause 6A.

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

Comments were received that OpenNet’s proposed modification is unclear. After careful consideration, IDA agrees that there is merit to amend the clause to clarify that OpenNet must still comply with the following in respect of express service activation: (a) the optical power limits set out in clause 6.7; and (b) joint investigation of faults under clause 6A.

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

CLAUSE 6.11(h) – DIRECTED AMENDMENT

(h) In the event OpenNet is unable to provision the express service within one (1) Business Day due to OpenNet’s fault, OpenNet will not charge the additional ~~express service applicable~~ charges for express service activation, but impose charges applicable for normal installation service as stated in Schedule 15 (Charges) and shall provision the Request within three (3) Business Days. ~~If Where-~~ the provisioning delay persists beyond three (3) Business Days, the SLG shall apply starting from the third (3rd) Business Days after the date of Request.

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

CLAUSE 6.12 – DIRECTED AMENDMENT

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

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

IDA notes that OpenNet has proposed the same undue delay period of two (2) weeks for both Residential and Non-Residential End-User Connections. IDA considers that OpenNet's proposed modification of the clause is unclear in terms of the start date of the two (2) weeks. As set out in the Explanatory Memorandum to the Direction dated 27 February 2012, the two (2) weeks should start from the RFS date or service activation date. There is therefore merit to clarify the above.

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

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

6A. JOINT INVESTIGATION OF FAULTS

6A.1 If any faults occur during the Requesting Licensee's initial installation of its equipment for the Residential End-User Connection, the Requesting Licensee shall first perform all necessary checks (which shall be at its own cost) to ensure that such fault does not lie within the Requesting Licensee's network. For the avoidance of doubt, this ~~c~~Clause 6A shall only apply when the Requesting Licensee's installation of its equipment takes place within seven (7) calendar days (excluding Sundays and Public Holidays) from OpenNet's handover of the First Termination Point to the Requesting Licensee.

6A.2 Where the Requesting Licensee has performed all necessary checks (which shall be at its own cost) to ensure that such fault does not lie within the Requesting Licensee's network, the Requesting Licensee may inform OpenNet and OpenNet shall send a representative to the relevant Residential Premise for a joint investigation with the Requesting Licensee. OpenNet shall use its best endeavours to ensure that such representative shall arrive at the Residential Premise within one (1) hour from the receipt of such request from the Requesting Licensee. Notwithstanding anything in this ~~c~~Clause 6A to the contrary, the Requesting Licensee may only request for a joint investigation between 9am and 7pm from Mondays to Saturdays, and may not request for a joint investigation on Sundays and Public Holidays.

6A.3 OpenNet and the Requesting Licensee shall ensure that their representatives are present throughout such joint investigation process. Upon completion of such joint investigation, the OpenNet and Requesting Licensee representatives shall jointly sign off on an investigation report. The format of such investigation report shall consist of readings, and actions taken by OpenNet during the joint fault investigation.

6A.4 Where the joint investigation shows that the fault is not due to the Requesting Licensee's network, OpenNet shall delay the billing start date for such Residential End-User Connection to the time such fault is rectified. The fault shall be deemed to have been rectified when OpenNet provides a confirmation to the Requesting Licensee that the Residential End-User Connection has been restored. In the event that the joint investigation team encounters a delay in fault rectification due to any applicable circumstances stated in Clause 2.6 above, the billing start date shall be adjusted to exclude the delays attributable to the applicable circumstances stated in Clause 2.6.

CLAUSE 6A.5 – DIRECTED AMENDMENT

6A.5 If OpenNet fails to repair an installation-related fault within seventy-two (72) hours from the commencement of the joint investigation, the Requesting Licensee may elect to cancel such faulty Residential End-User Connection either through manually means or via ~~the~~ OpenNet Platform when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. OpenNet shall waive the cancellation charge and Installation Charge of the Termination Point if the Requesting Licensee submits OpenNet's standard cancellation form (as per Annex 1B) to OpenNet after seventy-two (72) hours from the commencement of the joint investigation but before the fault is rectified.

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

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

6A.6 For the avoidance of doubt, the Requesting Licensee shall not be entitled to make any SLA or MTTR claims for such Residential End-User Connection for the duration of

such joint investigation (including but not limited to the time taken to resolve any fault found).

7. RESPONSIBILITY AT DP AND OPENNET FDF

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

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

8. DEACTIVATION

CLAUSE 8.1 – DIRECTED AMENDMENT

8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the Residential End-User Connection by giving OpenNet a Request not less than three (3) Business Days before the date of deactivation, in accordance to Schedule 13 (Patching). ~~Except~~Additionally where OpenNet performs a Fibre Takeover pursuant to clause 20, the Existing Requesting Licensee shall remain liable for the minimum contract term.

Comments were received that the addition of the phrase "in accordance to Schedule 13 (Patching)" is confusing and misleading, as it suggests that the request for deactivation of a Residential End-User Connection should be in the form of a Patching Service Deactivation Request. It was suggested that this phrase should be deleted. After careful consideration, IDA agrees that deactivation of Residential End-User Connections under Schedule 1 should not be subject to Schedule 13 (Patching) as they are independent.

Commented were also received that the word "Additionally" be replaced by the word "Except" since clause 20 states that in a Fibre Takeover situation, the minimum contract term will be waived. After careful consideration, IDA agrees with the comment received.

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

8.2 The cancellation of the Request for deactivation shall be submitted to OpenNet at least one (1) Business Day before the date of the deactivation of the Residential End-User Connection.

8.3 If the Residential End-User Connection service is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting Licensee must pay OpenNet one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.

CLAUSE 8.4 – APPROVED

8.4 Where any Patching Service is no longer required as a result of the termination of the Residential End-User Connection, OpenNet shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges for removing the Patching Service at the Central Office designated by OpenNet in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee shall not be liable to pay any Charges for the removal of Patching Service related to or in connection with the termination of the Residential End-User Connection, if such termination is the result of OpenNet's fault.

9. STANDARD TERMS AND CONDITIONS

CLAUSE 9.1 – DIRECTED AMENDMENT

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

modify, remove or re-locate any Termination Point or any part of the Network in any way or take steps to repair any Termination Point or any part of the Network.

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

9.2 OpenNet shall be responsible for the maintenance of the Residential End-User Connection installed under this Schedule. .

CLAUSE 9.3 – APPROVED

9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use OpenNet's name, any OpenNet's trademarks or the fact that any service is supplied using OpenNet's Network in promoting the Requesting Licensee's service.

9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to OpenNet's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Residential End-User Connection.

CLAUSE 9.5 – APPROVED

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

CLAUSE 9.6 – APPROVED

9.6 OpenNet shall include the following details in the written notification or via the OpenNet Platform APIs to the Requesting Licensee:

(a) Affected Location;

- (b) Date of occurrence;
- (c) Time of occurrence (start & end timings);
- (d) Cause of Planned Disruption;
- (e) Order Request Identifier of the affected orders; and
- (f) OpenNet's Network Operations Centre Contact Number.

9.7 If the scheduled service interruption affects Residential End-User Connections, OpenNet will carry out the scheduled service interruption between 1:00am and 6:00am, unless it is not feasible for OpenNet to do so.

9.8 Subject to Requesting Licensee acquiring redundancy service, OpenNet shall, where technically feasible, provide assistance to Requesting Licensee to divert its Residential End-User Connection to the redundancy service before commencing the scheduled service interruption.

9.9 Where there are available resources, OpenNet will, where possible, first divert critical links to alternative routings before commencing the scheduled service interruption.

~~9.10~~ Subject to clause 9.6, OpenNet shall not be liable for any loss caused by such scheduled service interruption, except for any Service Level Guarantee rebate that arises from OpenNet carrying out the scheduled service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance to clause 11.

~~9.11~~ The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service.

9.12 The Requesting Licensee must procure and maintain at its own cost:

- (a) any equipment or software needed to implement, receive or use the Residential End-User Connection (including but not limited to any configuration of the NTE at the Residential Premise);
- (b) co-location at the designated Central Office and Building MDF Room; and
- (c) access to the Residential Premise.

CLAUSE 9.13 –DIRECTED AMENDMENT

9.13 Upon receipt by OpenNet of any request from Requesting Licensee for Removal, OpenNet shall check if the First or Second Termination Point is in use by any Requesting Licensee. OpenNet will reject the request if ~~either of~~ the First or Second Termination Point, as the case may be, is in use; ~~o~~Otherwise OpenNet shall perform such Removal which shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Requesting Licensee will have to bear the charge for Removal of the Termination Point in accordance ~~with~~ Schedule 15 (Charges). End-User shall ensure that OpenNet and/or its Contractor has ease of access to perform such Removal. OpenNet shall use its best endeavours to minimize damage to the wall and/or other fittings save that OpenNet shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

Comments were received that the current drafting is ambiguous and it was proposed that the drafting be amended to: "...OpenNet will reject the request if the First or Second Termination Point, as the case may be, is in use, otherwise OpenNet shall perform such Removal...". After careful consideration, IDA agrees that the current drafting may be confusing and there is merit in amending the clause 9.13.

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

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

CLAUSE 9.15 – DIRECTED AMENDMENT

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

Comments were received that it is not clear in the proposed modifications when onsite charges would not be applicable where OpenNet needs to be present to provision a service. For clarity, IDA

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

CLAUSE 9.16 – DIRECTED AMENDMENT

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

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

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

10. ACCESS AND APPROVALS REQUIRED

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

11. FAULT REPORTING AND CLEARING

11.1 Each Party must have or establish a Fault Reporting and Control Centre (FCC) to act as a single point of contact for the reporting, management and clearing of faults. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.

11.2 It is the Requesting Licensee’s responsibility to determine the source of the fault at its own cost and to ensure that the fault does not lie within its own network before reporting the fault to OpenNet. The Requesting Licensee shall pay OpenNet according to Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by OpenNet.

CLAUSE 11.3 – DIRECTED AMENDMENT

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

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

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

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

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

industry, OpenNet should inform the industry when certain features will be available on the Platform.

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

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

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

CLAUSE 11.5 – APPROVED

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

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

11.7 The process for fault investigation shall be as follows:

CLAUSE 11.7(a) – DIRECTED AMENDMENT

- (a) For each of the three (3) wavelengths of 1310nm, 1490nm and 1550nm, the optical power shall be measured in accordance with clause 6.7~~8~~ above where possible, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 1C),

IDA notes that the reference to clause 6.8 is incorrect, as the relevant clause providing for optical power is clause 6.7. Accordingly, IDA directs

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

CLAUSE 11.7(b) – APPROVED

(b) if the power loss do not exceed the limit specified in clause 6.7 then the following steps shall be carried out before a finding of “no fault found” will be recorded:

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

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

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

CLAUSE 11.7(c) – DIRECTED AMENDMENT

(c) Upon completion of ~~any fault joint~~ investigation where both OpenNet and Requesting Licensee are present, OpenNet will hand over the Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the “Fault Rectification Service Report” (Annex 1C), which will state the outcome of the ~~joint~~ investigation. For fault investigation where Requesting Licensee is not required to be present~~In non joint investigation, ie where Requesting Licensee is absent despite notification from OpenNet~~, OpenNet shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly. ~~which Requesting Licensee shall not dispute.~~ OpenNet shall provide periodic updates to the Requesting Licensee on the status of the ~~non joint~~ investigation and also updates when there is a change in status of the ~~non joint~~ investigation through OpenNet Platform, when

available. For the avoidance of doubt, OpenNet shall inform the industry when the above features will be available on OpenNet Platform.

Comments were received that the phrase “which the Requesting Licensee shall not dispute” should be deleted, as Requesting Licensees should have the right to dispute any conclusion from OpenNet as long as there is a basis, and the basis can be supported. After careful consideration, IDA agrees with the proposed deletion of that phrase.

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

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

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

CLAUSE 11.8 – DIRECTED AMENDMENT

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

IDA is of the view that the proposed reference to clause 11.10 is not necessary and may cause confusion. In addition, there is a need to further amend the clause for clarity. Accordingly, IDA directs OpenNet to amend this clause in the manner specified above.

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

CLAUSE 11.8(d) – DIRECTED AMENDMENT

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

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

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

CLAUSE 11.9 – DIRECTED AMENDMENT

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

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

CLAUSE 11.10 –DIRECTED AMENDMENT

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

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

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

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

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

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

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

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

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

Mean Time To Recovery

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

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

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

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

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

- 11.15 In the event OpenNet fails to meet the standard MTTR for a particular month, OpenNet shall compensate the Requesting Licensee an MTTR Rebate equal to the difference between the MTTR experienced by the Requesting Licensee and the standard MTTR in terms of number of days, multiplied by the number of services affected, multiplied by the Weekly Recurring Charge for the Residential End-User Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the Residential End-User Connection.

12. SERVICE LEVEL AVAILABILITY

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

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

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

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

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

13. PROTECTION AND SAFETY

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

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

- (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the OpenNet Network.

14. TERM OF LICENCE

14.1 The minimum contract term for a Residential End-User Connection shall be twelve (12) months starting from the service activation date of the Residential End-User Connection.

15. SUSPENSION

15.1 OpenNet may suspend the Requesting Licensee's licence to the Residential End-User Connection at any time until further notice to the Requesting Licensee if the Residential End-User Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of OpenNet or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the OpenNet Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.

15.2 Without limiting the exclusions or limitations of liability in this ICO Agreement, OpenNet shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of a Residential End-User Connection licence under this clause 15.

16. TERMINATION OF LICENCE

16.1 The Requesting Licensee shall keep OpenNet informed on the Requesting Licensee's utilisation of each Residential End-User Connection six (6) months from the service activation date and when there are changes to the utilisation.

16.2 The Requesting Licensee must use or activate a service to a Retail Service Provider using the Residential End-User Connection within six (6) months from the service activation date of the Residential End-User Connection. If the Requesting Licensee fails to do so, OpenNet will deactivate the Residential End-User Connection upon giving the Requesting Licensee ten (10) Business Days prior notice, and the Requesting Licensee did not dispute such written notice given by OpenNet. The Requesting Licensee must pay OpenNet the Monthly Recurring Charges for the remainder of the minimum contract term.

16.3 OpenNet may immediately terminate a licence of Residential End-User Connection under this Schedule if:

- (a) the Requesting Licensee is no longer an FBO;
- (b) the OpenNet ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;
- (c) the Authority removes the requirement for OpenNet to supply Residential End-User Connection under the OpenNet ICO or exempts OpenNet from supplying Residential End-User Connection under the ICO Agreement, provided that the date of termination shall not be earlier than the effective date of the Authority's decision;
- (d) ~~in~~ OpenNet's reasonable opinion, the Requesting Licensee is using the Residential End-User Connection in contravention of an applicable law, licence, code, regulation or direction and OpenNet has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
- (e) ~~in~~ OpenNet's reasonable opinion, the Requesting Licensee is using the Residential End-User Connection in a manner which places or allows a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and OpenNet has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;

- (f) the Residential End-User Connection is used other than the purposes specified in clause 1;
- (g) the licence in respect of Co-Location Space to which the Residential End-User Connection is connected has been terminated or has expired;
- (h) the Residential End-User Connection has become unsafe for its purpose; or
- (g)-_OpenNet's right to own, maintain or operate the Residential End-User Connection has been revoked or terminated, or has expired.

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

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

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

- (a)-_the Requesting Licensee must immediately discontinue the use of the Residential End-User Connection; and
- (b) the Requesting Licensee must without undue delay disconnect all equipment connected to the Residential End-User Connection; and
- (c) OpenNet shall be responsible for removing all necessary Patching Services at the Requesting Licensee's cost in accordance with Schedule 15 (Charges).

Notwithstanding the above, the Requesting Licensee will not be liable for OpenNet's costs of removing all necessary Patching Services at the Building MDF Room, or if the termination is the result of OpenNet's fault

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

CLAUSE 16.7 – APPROVED

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

17. REDUNDANCY SERVICE

CLAUSE 17.1 – DIRECTED AMENDMENT

- 17.1 The Requesting Licensee may acquire:
- (a) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services, one separate fibre strand from OpenNet's splitter at the Building MDF Room to the First Termination Point of the Residential Premise;
 - (b) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services, one separate fibre strand from OpenNet's FDF at the Building MDF Room to the First Termination Point of the Residential Premise;
or
 - (c) for a Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from OpenNet's FDF at the CO to the First Termination Point of the Residential Premise

(**Redundancy Service**) at the same prices, terms and conditions as the Residential End-User Connection through a request in the form of Annex 1A either via manual means manually or via the OpenNet Platform, unless stipulated otherwise in this clause 17.

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

17.2 OpenNet shall provide the Redundancy Service via the same duct and along the same path as the existing Residential End-User Connection, without Duct Diversity and without Path Diversity. OpenNet may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Residential End-User Connection. OpenNet shall have the right to reject a request for the Redundancy Service if both fibres in the First Termination Point are in use.

17.3 The Requesting Licensee is eligible to acquire a Redundancy Service for the Residential End-User Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent Residential End-User Connection to the same Residential Premise. The Requesting Licensee may request OpenNet to reject the Request for the Residential End-User Connection in the event that OpenNet is unable to provide the Redundancy Service, but such Requests for the Residential End-user Connection and the Redundancy Service must be submitted together to OpenNet.

17.4 The Requesting Licensee shall be responsible, at its own cost and equipment, for the implementation of diversity or redundancy for its services using the Redundancy Service provided by OpenNet.

17.5 OpenNet shall make the Redundancy Service available to the Requesting Licensee, except where OpenNet is unable to build the requisite infrastructure (other than fibre) to provide the Redundancy Service or due to any of the reasons stated in clause 5.4.

18. RELOCATION SERVICE FROM ONE RESIDENTIAL ADDRESS TO ANOTHER RESIDENTIAL ADDRESS

CLAUSE 18.1 – DIRECTED AMENDMENT

18.1 The Requesting Licensee may request to relocate the End-User Connection for an End-User to the End-User's new or other residential address

(Relocation Service) via manual means or the OpenNet Platform when available (which OpenNet shall inform the industry when the above feature will be available on OpenNet Platform) giving, amongst others, the following information:

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

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

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

CLAUSE 18.1(i) – APPROVED

- i. The Order Request Identifier of existing connection at old residential premise
- ii. Service activation date at new residential premise

DELETION OF FORMER CLAUSE 18.1(iii) – APPROVED

CLAUSE 18.1 (iii) – DIRECTED AMENDMENT

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

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

CLAUSE 18.2 – DIRECTED AMENDMENT

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

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

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

CLAUSE 18.3 – DIRECTED AMENDMENT

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

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

CLAUSE 18.4 – DIRECTED AMENDMENT

18.4 The Requesting Licensee shall make payment of the applicable charges for every Request request for Relocation Service which includes charges for Relocation Service, Installation, activation of Patching in the CO (where applicable) and deactivation of Patching in the CO and MDF room in accordance to Schedule 15 (Charges), where applicable. A Cancellation Charge as set out in Schedule 15 (Charges) shall be applicable if the Requesting Licensee cancels the Request request for Relocation Service after acceptance by OpenNet. A change in the End-User's new Residential Premise address shall ~~not~~ constitute a cancellation.

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

OpenNet has informed that it has made an error in its proposed modification as a change in the Premise address shall constitute a cancellation. IDA notes that this position is consistent with the approach in Schedule 2 on Non-Residential End-User Connections, and IDA does not consider this position to be unreasonable.

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

CLAUSE 18.6 – DIRECTED AMENDMENT

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

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

CLAUSE 18.6 – DIRECTED AMENDMENT

18.6 For avoidance of doubt, there shall be no ~~Express Service Activation~~express service activation for a ~~request~~Request for Relocation Service.

IDA notes that the term “Express Service Activation” has not been defined and should be replaced with “express service activation”.

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

19. SECOND TERMINATION POINT

CLAUSE 19.1 – DIRECTED AMENDMENT

19.1 ~~Where all the fibre strands of the First Termination Point are in use~~Only where necessary, OpenNet shall install a Second Termination Point:

- a. for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services, one separate fibre strand from OpenNet’s splitter

at the Building MDF Room to the Second Termination Point of the Residential Premise;

- b. for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services, one separate fibre strand from OpenNet's FDF at the Building MDF Room to the Second Termination Point of the Residential Premise; or
- c. for a Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from OpenNet's FDF at the CO to the Second Termination Point of the Residential Premise

on the same terms and conditions as the Residential End-User Connection via manual means or the OpenNet Platform when available, unless stipulated otherwise in clause 19. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

IDA notes that the Second Termination Point will only be provided when all the fibres in the First Termination Point are in use. IDA considers that it will be clearer to use the above as a criteria for installing a Second Termination Point instead of using "only where necessary" as a criteria.

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

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

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

19.2 OpenNet shall have the right to reject a Request for Second Termination Point if all the fibre of the First Termination Point are not in use.

19.3 The Requesting Licensee may submit a Request for Second Termination Point provided the Requesting Licensee has submitted a Request for an Residential End-User Connection to this Second Termination Point.

CLAUSE 19.4 – APPROVED

~~19.4~~ The Requesting Licensee shall pay OpenNet the applicable Installation Charge for Second Termination Point and Installation of Internal Cabling Charge specified in Schedule 15 (Charges) for provisioning the Residential End-User Connection for the Second Termination Point.

CLAUSE 19.5 – DELETION

~~19.5 — A site survey shall be conducted to assess the site where the Second Termination Point is to be installed.~~

IDA notes that OpenNet has proposed to include a site survey for the installation of the Second Termination Point. Considering that the work to be performed for the installation of the First and Second Termination Point is largely similar and that such site survey is not required for the First Termination Point, there does not appear to be any justifiable reason why OpenNet should conduct such a site survey for the Second Termination Point.

Accordingly, IDA directs OpenNet to delete this clause in its entirety from this Schedule.

20. FIBRE TAKEOVER PROCESS

20.1 The proposed provisioning sequence are as follows:

CLAUSE 20.1(i) – DIRECTED AMENDMENT

- i. New Requesting Licensee shall submit a ~~request~~ ~~Request~~ for Fibre Takeover to OpenNet through OpenNet Platform when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

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

CLAUSE 20.1(ii) – DIRECTED AMENDMENT

ii. ~~No later than the next Business Day after receipt of New Requesting Licensee’s request Request for Fibre Takeover, the Existing Requesting Licensee will be informed of OpenNet’s intention to deactivate the existing connection. Existing Requesting Licensee will have five (5) three (3) Business Days to accept reject such request Request, with the following reasons :~~

~~4. The Existing Requesting Licensee has confirmed with the End User that the connection is still required and is able to provide such evidence; or~~

~~5. The Existing Requesting Licensee requires the connection to serve another RSP whom the End User has a contract with and the End User confirms as such.~~

~~Otherwise the request Request will be deemed as rejected. accepted and would be processed accordingly by OpenNet.~~

Comments were received that it is not possible for Existing Requesting Licensees to obtain End-User confirmation within three (3) Business Days as Requesting Licensees may not have a direct relationship with the End-User. After careful consideration, IDA agrees that more time should be provided for and IDA considers that five (5) Business Days will be reasonable.

Comments were also received that OpenNet’s proposed process still does not address why a Fibre Takeover (or Handover) process is necessary. The industry noted that OpenNet has not addressed the situation where an Existing Requesting Licensee decides not to deactivate the Termination Point and continues to pay for the connection. The industry added that OpenNet is essentially disregarding the rights of the Existing Requesting Licensee, in passing the connection over to the New Requesting Licensee.

IDA noted that OpenNet has made changes to address the industry’s earlier comments. Considering that the Fibre Takeover process is

optional for Requesting Licensees, IDA is of the view that there is merit to retain the above process for certain Requesting Licensees who may require the service. That said, IDA agrees with the industry that OpenNet cannot disregard the rights of Existing Requesting Licensees. IDA therefore considers that the process should be amended to clarify that the connection will only be provided to the New Requesting Licensees upon the consent of Existing Requesting Licensees.

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

CLAUSE 20.1(iii) – DIRECTED AMENDMENT

iii. Where Existing Requesting Licensee accepts the request, OpenNet will process the request ~~Request~~ and perform the Fibre Takeover, as according to the terms of this Schedule, within three (3) business days thereafter. Both New and Existing Requesting Licensees will be informed of the date of the Fibre Takeover three (3) business days in advance.

IDA refers OpenNet to IDA’s Directed Amendments to clause 20.1(ii). As a consequential change, IDA directs OpenNet to amend this clause by incorporating the directed amendments as annotated above.

CLAUSE 20.1(iv) – APPROVED

~~ii~~iv. It is then the responsibility of both the New and Existing Requesting Licensee to liaise with its affected Retail Service Providers accordingly.

~~iii~~v. The New Requesting Licensee is responsible for providing accurate information to OpenNet and shall indemnify OpenNet for any loss or damages occasioned by or arising from wrong information provided which resulted in OpenNet activating or deactivating any Residential End-User Connection.

CLAUSES 20.1(vi) AND (vii) – APPROVED

~~iv~~vi. The Existing Requesting Licensee shall be entitled to :

- (a) Waiver of the Pre-mature Termination Charge (if any); and

(b) Rebate amount equal to one (1) month of the Monthly Recurring Charge,
for the affected connection.

~~vii.~~ vii. The New Requesting Licensee shall be entitled to :

(a) Rebate amount equal to one (1) month of the Monthly Recurring Charge,
for the affected connection.

ANNEX 1A – APPROVED

ANNEX 1A: REQUEST FORM RESIDENTIAL END-USER CONNECTION

Request for Residential End-User Connection

Requesting Licensee	Please Tick only one option: <input type="checkbox"/> Relocation Service from one Residential Address to another Residential Address <input type="checkbox"/> New End-User Connection		
	For Request for Relocation Service from one Residential Address to another Residential Address, please provide: Order Identification Number (ORI) of existing connection: _____		
	Date of Application: _____ Requested Date of Activation: _____	Application Reference Number: \	
	Preferred Installation Session*: AM/PM Residential End-User Name: _____	Residential End-User Telephone Number: _____	
	Residential End-User Address of NEW Connection: _____		
	For NEW connection, please select: Split Ratio: 1:1 / 1:24 Technology: GPON / OE (Change of Split ratio is not allowed for Relocation Service from one Residential Address to another Residential Address) (only applicable for 1:24 Split Ratio) Any other info: _____ <input type="checkbox"/> Redundancy Service is required <input type="checkbox"/> Request for Residential End-User Connection to be rejected if Redundancy Service is not available The Requesting Licensee acknowledges that by submitting this Request Form, it undertakes to pay any additional charges which may be imposed by OpenNet pursuant to clause 6.3 of Schedule 1. For avoidance of doubt, the Requesting Licensee is still liable for the applicable Monthly Recurring Charge and one-time charges.		

For and on Behalf of Requesting Licensee

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


Part 1: Date: _____

OpenNet	<input type="checkbox"/> Application accepted: Circuit Identification Number: _____ Tentative Provision Date : _____ Provide internal cabling to First Termination Point (Y/N)	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____

Part 2: Date: _____

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

ANNEX 1B: REQUEST FOR CANCELLATION OF RESIDENTIAL END-USER CONNECTION DUE TO
INSTALLATION-RELATED FAULT

		Request for Cancellation of Residential End-User Connection Due to Installation-related Fault		Serial No:
Date & Time of Reporting of Installation-related Fault :				
Order Request Identifier (ORI) Number :				
Trouble Ticket No:		<input type="checkbox"/> 1 hour activation		
Appointment Date & Time :		Arrival Time :		
Number of Hours Since Time of Reporting of Installation-Related Fault :				
END-USER INFORMATION				
Authorised Person Name:		*Mr/Mrs/Miss/Mdm/Dr		
Contact no:			(HP):	
Location of Installation		Blk/House:_____ Unit No: #_____ -_____ Street Name: _____ Building Name: _____ Postal Code :S(_____)		
ACKNOWLEDGEMENT				
<p>This is to acknowledge that the installation-related fault has been attended and the fault resolution has not been resolved after seventy-two (72) hours from commencement of the joint investigation.</p> <p>The Requesting Licensee hereby requests for the immediate cancellation of the Residential End-User Connection.</p>				
Fault Attended By		Acknowledgement by Requesting Licensee		
OpenNet Technician Name:		Requesting Licensee Technician Name :		
OpenNet Technician Signature:		Requesting Licensee Technician Signature:		


*Please delete where inapplicable.

ANNEX 1B: REQUEST FOR CANCELLATION OF RESIDENTIAL END-USER CONNECTION DUE TO
INSTALLATION-RELATED FAULT

| **ANNEX 1B – APPROVED**

|

ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

		Fault Rectification Service Report	Serial No:
Appointment Date: Time:		Arrival Time: Completion Time:	
Trouble Ticket No:		<input type="checkbox"/> 1 hour activation <input type="checkbox"/> Maintenance Fault Rectification <input type="checkbox"/> Follow up end-user appointment	
END-USER INFORMATION			
Authorised Person Name:		*Mr/Mrs/Miss/Mdm/Dr	
Contact no:		(HP):	
Company:		:	
Registered Address:		Blk/House: _____ Unit No: # _____ - _____ • _____ • _____ Postal code: S()	
LOCATION OF INSTALLATION			
A-END (CO/MDF)		B-END (CO/MDF, End-User's Premise)	
Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S()		Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S()	
End User Declaration (check only one box)			
<input type="checkbox"/> I am the owner of the above premises			

ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

<input type="checkbox"/> I, Name: _____ . am authorised by the owner of the premise and/or the above-stated company to sign this form and permit OpenNet Pte Ltd or its contractor to enter the premises and conduct the fault rectification work. I will bear full responsibility if the owner should dispute (a) my authority, or (b) any action taken by OpenNet Pte Ltd at my instructions.								
Company Stamp (if applicable):								
For Official Use Only								
OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by RL)								
Fault description:								
Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm		Distance (m)	
Certified by ON:								
Technician Name:					Date:			
Technician Signature:					Time:			

ANNEX 1C – APPROVED

ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

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

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

*Please delete where inapplicable.