

**SCHEDULE 5**

**CO TO BUILDING MDF ROOM CONNECTION**

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## **SCHEDULE 5**

### **CO TO BUILDING MDF ROOM CONNECTION**

#### **1. SCOPE**

This Schedule 5 sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with a licence for Layer 1 Service (a service provided by OpenNet for the use of passive optical fibre cable) from OpenNet's designated Central Office (or "CO") to a Building MDF Room (**CO to Building MDF Room Connection**).

- 1.1 This Schedule only applies to Requesting Licensees who are FBOs.

#### **2. SERVICE LEVEL GUARANTEES**

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

- (i) Clause 6.9 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (ii) Clause 11.14 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (iii) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

- 2.2 A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim. OpenNet will respond within (30) Calendar Days from date of claim stating whether the claim by

Requesting Licensee is: (a) valid for rebates; or (b) is an invalid claim. Where OpenNet assessed that the Requesting Licensee's claim is invalid, OpenNet will explain its basis or require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, OpenNet shall provide the rebate in its next Invoice.

2.3 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.

2.4 The guarantee and rebates provided by OpenNet are:

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

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

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

- (a) the CO to Building MDF Room 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 CO to Building MDF Room Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by OpenNet; and (b) the Requesting Licensee has not contributed

to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by OpenNet, the time taken from the start of arranging any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded; or

- (d) OpenNet is unable to obtain or maintain any licence or permission necessary to the provision or restoration of CO to Building MDF Room Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. 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 CO to Building MDF Room Connection shall always be excluded. Provided that in the event that the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to obtain or maintain the licence/permission, OpenNet will provide evidence that it has used such best endeavours;
- (e) OpenNet has difficulty accessing to or working in the Building MDF Room due to the Building MDF Room 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, provided always that in the event that the Requesting Licensee raise a dispute as to whether OpenNet has used its best endeavours to expeditiously remedy the building access difficulties, OpenNet will provide evidence that it has used such best endeavours;
- (f) delay in the provision or restoration of the CO to Building MDF Room Connection caused by events beyond the reasonable control of OpenNet and its suppliers and contractors;
- (g) OpenNet network outages for which the Requesting Licensee has not reported a fault;
- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by OpenNet;
- (i) OpenNet is required to carry out scheduled service interruption and the Requesting Licensee has been informed in accordance with clause 9.5; or

- (j) OpenNet is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5.
- 2.7 If the Requesting Licensee disputes OpenNet's reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.
- 2.8 A failure by OpenNet to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.
- 2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for the CO to Building MDF Room 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 OpenNet will provide a licence for the CO to Building MDF Room Connection 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 FDF at the Building MDF Room if requested by the Requesting Licensee;
  - (b) one (1) Patching Service at OpenNet's FDF at the Building MDF Room; and
  - (c) one (1) Patching Service at OpenNet's FDF in the Central Office.
- 3.2 The Requesting Licensee shall access the CO to Building MDF Room 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 OpenNet's FDF at the Building MDF Room.

### **4. ORDERING AND PROVISIONING PROCEDURE**

- 4.1 (A) The Requesting Licensee shall submit its request for the CO to Building MDF Room Connection (**Request**) to OpenNet on a Business Day in the form of Annex 5A stating, but not limited to the following information:

(a) the Building MDF Room.

(B) As an alternative to submitting a Request using the form Annex 5A under clause 4.1(A), the Requesting Licensee may also submit its Request for CO to Building MDF Room Connection (Request) to OpenNet via the OpenNet Platform, stating, but not limited to the following information:

(a) the Building MDF Room

For Request submitted via the Service Portal, the Requesting Licensee shall select an available date. 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 first query the available time slots and use the applicable selected timeslot related for submission of Request. Upon successful submission of the Request via the OpenNet Platform APIs, it will provide a Request acknowledgement.

- 4.2 Relocation of the CO to Building MDF Room Connection is not allowed.
- 4.3 OpenNet shall at its sole discretion determine the serving CO from which the CO to Building MDF Room Connection will be provided.
- 4.4 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 Platform will require 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 information related to network outages, OpenNet shall include the following details in the written notification or via OpenNet Platform APIs to the Requesting Licensee;
- (a) Affected location;
  - (b) Date of occurrence;
  - (c) Time of occurrence (start & approximate end timings);
  - (d) Cause of outage;
  - (e) Steps taken to remedy the outage;

- (f) Steps (if any) required by Requesting Licensee to assist with rectification of outage;
- (g) Order Request Identifier of the affected orders; and
- (h) OpenNet's Network Operations Centre Contact Number.

For the avoidance of doubt, where OpenNet has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access OpenNet Public 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.

## **5. CO TO BUILDING MDF ROOM CONNECTION REQUEST**

5.1 OpenNet shall process all Requests received for the CO to Building MDF Room Connection on a 'first come, first served' basis.

5.2 For each Business Day, OpenNet shall process a combined total of no more than 710 or such other number (as may be revised from time to time in accordance with clause 5.2(i)) of 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) The Maximum Quota is subject to the review mechanism as described as follows. 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), 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), OpenNet may 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. Where applicable, in accordance with the foregoing, the revised prevailing Maximum Quota will take effect upon its publication on the



Service Portal following the conclusion of each review. The review mechanism will be revised regularly subject to the Authority's approval.

5.3 (A) Within one (1) Business Day of the date on which OpenNet receives the request for CO to Building MDF Room 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 CO to Building MDF Room 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; or
- (d) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

(B)(i) As an alternative to clause 5.3(A), where OpenNet receives a Request for CO to Building MDF Room 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) the Request for CO to Building MDF Room 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; or

(B)(ii) Following clause 5.3 (B)(i), within one (1) Business Day of the date on which OpenNet receives the Request via the OpenNet Platform for CO to Building MDF Room 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 as the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

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.

5.4 (A) 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 OpenNet must also notify the Requesting Licensee within three (3) Business Days of the Request Date that there is insufficient capacity and the timeframe to notify the acceptance or rejection of the Request shall be extended to within forty (40) Business Days of the Request Date:

- (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;
- (b) there is obstruction from building owner or building management to OpenNet installation or installation schedule. OpenNet shall use its best endeavours to resolve such obstructions;
- (c) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the CO to Building MDF Room Connection is yet to be operational at the point in time of OpenNet's provisioning of the CO to Building MDF Room Connection; or
- (d) there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies.

(B) In the event that there is insufficient capacity to provide the CO to Building MDF room 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 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 Request will be extended to

within forty (40) Business Days if there is insufficient capacity. Upon receipt of OpenNet's notification of insufficient capacity, the Requesting Licensee has the option to continue with the Request or cancel the Request without charges within 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.

5.5 The Requesting Licensee shall pay OpenNet the applicable Installation Charge specified in Schedule 15 (Charges) for provisioning the CO to Building MDF Room Connection.

5.6 Where OpenNet rejects any Request for the CO to Building MDF Room Connection, OpenNet shall provide reasons explaining the basis for rejection promptly.

## **6. DELIVERY**

6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, OpenNet shall provide the CO to Building MDF Room Connection by the end of three (3) Business Days from the receipt of a valid Request from the Requesting Licensee.

6.2 (A) Where there is insufficient capacity to provide the CO to Building MDF Room Connection and additional capacity is required to be installed between the Central Office and Building MDF Room, OpenNet shall subject to clause 5.2 provide the CO to Building MDF Room Connection within forty (40) Business Days from the receipt of a valid Request from the Requesting Licensee.

(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. The Requesting Licensee has the option to cancel the Request without charges in the event of insufficient capacity within three (3) Business Days upon OpenNet's notification to Requesting Licensee of the delay 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.

6.3 Unless otherwise stated, OpenNet shall retain the responsibility for working at OpenNet's FDF at the Central Office and Building MDF Room, including Patching Service at OpenNet's FDF at the Central Office and Building MDF Room in accordance with Schedule 13 (Patching Service). The Requesting Licensee shall bear the Charges for such work carried out by OpenNet.

- 6.4 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 the Requesting Licensee shall not request for any rebate or discount over the Patching Service or the CO to Building MDF Room Connection.
- 6.5 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 CO to Building MDF Room Connection.
- 6.6 OpenNet will test the optical fibre cable from OpenNet's FDF at its designated Central Office or the Requesting Licensee's FDF at the Central Office designated by OpenNet to OpenNet's FDF at the Building MDF Room to ensure that the CO to Building MDF Room Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.
- 6.7 OpenNet shall ensure that the optical power loss does not exceed -0.4dB per km and -0.5dB per connector.
- 6.8 If the Requesting Licensee wishes to obtain the optical power readings, the Requesting Licensee shall submit its request furnishing the Order Request Identifier on a Business Day. OpenNet shall provide the requested information within three (3) Business Days of receipt of such request. The Requesting Licensee shall pay a charge to provide the optical power readings in accordance with Schedule 15 (Charges).
- 6.9 OpenNet shall promptly notify the Requesting Licensee on the completion of provisioning the CO to Building MDF Room Connection.
- 6.10 Subject to clause 6.11, 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 CO to Building MDF Room Connection, subject to a maximum of 30 times the weekly recurring charge for the CO to Building MDF Room Connection (**Weekly Recurring Charge**), where:

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

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

- (a) Delay in the granting of permission from or permission is not granted by the building owners/management to install the required Network to the Building MDF Room 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;
- (b) The Requesting Licensee requests the deferment of the service activation date; or
- (c) The building which was initially under network coverage has been reconstructed and OpenNet has to reinstall its Network to the building.

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.11 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.

## **7. RESPONSIBILITY AT 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.
- 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 an application for termination of the existing Patching Service and order for new a Patching Service at the Central Office or the Building MDF Room in accordance with Schedule 13 (Patching Service).

## **8. DEACTIVATION**

- 8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the CO to Building MDF Room Connection by giving OpenNet not less than one (1) month prior written notice.
- 8.2 If the CO to Building MDF Room Connection is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term,

the Requesting Licensee must pay OpenNet one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.

- 8.3 Where any Patching Service is no longer required as a result of the termination of the CO to Building MDF Room Connection, OpenNet shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges 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 CO to Building MDF Room Connection, if such termination is the result of OpenNet's fault.

## **9. STANDARD TERMS AND CONDITIONS**

- 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 from which the CO to Building MDF Room Connection is provided.
- 9.2 OpenNet shall be responsible for the maintenance of the CO to Building MDF Room Connection installed under this Schedule.
- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use OpenNet's name, any 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 CO to Building MDF Room Connection.
- 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 CO to Building MDF Room 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.
- 9.6 OpenNet shall include the following details in the written notification or via OpenNet Platform APIs to the Requesting Licensee:

- (a) Affected Location;
  - (b) Date of occurrence;
  - (c) Time of occurrence (start & end timings);
  - (d) Cause of Planned Disruption;
  - (e) Order Request Identifier of the affected orders; and
  - (f) OpenNet's Network Operations Centre Contact Number.
- 9.7 If the scheduled service interruption affects CO to Building MDF Room Connections, OpenNet will carry out the scheduled service interruption between 1am and 6am, unless it is not feasible for OpenNet to do so.
- 9.8 Subject to Requesting Licensee acquiring redundancy service, OpenNet shall, where technically feasible, provide assistance to Requesting Licensee to divert its CO to Building MDF Room 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 the 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 CO to Building MDF Room Connection; and
  - (b) co-location at the designated Central Office and the Building MDF Room.

9.13 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 CO to Building MDF Room Connection.

9.14 Onsite charges are applicable whenever Requesting Licensee requests for OpenNet to be onsite other than for provisioning of CO to Building MDF Room Connection or for reasons caused by OpenNet's fault or error.

## **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 CO to Building MDF Room Connection.

## **11. FAULT REPORTING AND CLEARING**

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

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

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 above. OpenNet may also provide the updates and status via email.

- 11.4 If, following investigation, OpenNet determines that the fault is at the Transmission Tie Cable at the Central Office, OpenNet will patch the CO to Building MDF Room 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.
- 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:
  - (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 above where possible, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 5B).

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

(c) Upon completion of any fault investigation, where both OpenNet and Requesting Licensee are present, OpenNet will hand over the connection to the Requesting Licensee and both Parties shall jointly sign off on the “Fault Rectification Service Report” (Annex 5B), which will state the outcome of the investigation. For fault investigation where Requesting Licensee is not required to be present, OpenNet shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly. OpenNet shall provide periodic updates to the Requesting Licensee on the status of the investigation and also updates when there is a change in status of the 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.

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. OpenNet 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 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:

(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 a 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.

11.9 The CO to Building MDF Room Connection is deemed to be restored when OpenNet has tested and confirmed to the Requesting Licensee that the CO to Building MDF Room Connection has been restored. OpenNet will notify the Requesting Licensee with the cause of fault.

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 with the CO to Building MDF Room Connection, the Requesting Licensee may request OpenNet for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. 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 due to OpenNet. If the fault is due to 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.

11.11 The Requesting Licensee acknowledges that OpenNet may temporarily disconnect the Requesting Licensee’s CO to Building MDF Room Connection to perform reasonable fault analysis and line testing on the CO to Building MDF Room 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 CO to Building MDF Room 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 CO to Building MDF Room Connection during a month as described above

Y = Total number of affected CO to Building MDF Room 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 CO to Building MDF Room Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the CO to Building MDF Room Connection.

**12. SERVICE LEVEL AVAILABILITY**

12.1 OpenNet shall offer a service level availability of 99.99% per month for the CO to Building MDF Room 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 CO to Building MDF Room 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 CO to Building MDF Room 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 CO to Building MDF Room 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 FDF in the Central Office and the Building MDF Room.

13.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the CO to Building MDF Room 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 the CO to Building MDF Room Connection shall be twelve (12) months starting from the service activation date of the CO to Building MDF Room Connection.

#### **15. SUSPENSION**

15.1 OpenNet may suspend the Requesting Licensee's licence to the CO to Building MDF Room Connection at any time until further notice to the Requesting Licensee if the CO to Building MDF Room 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 the CO to Building MDF Room 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 CO to Building MDF Room 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, where applicable, activate a service to a Retail Service Provider using the CO to Building MDF Room Connection within six (6) months from the service activation date of the CO to Building MDF Room Connection. If the Requesting Licensee fails to do so, OpenNet will deactivate the CO to Building MDF Room 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.

16.3 OpenNet may immediately terminate a licence of the CO to Building MDF Room 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 the CO to Building MDF Room Connection under the OpenNet ICO or exempts OpenNet from supplying the CO to Building MDF Room 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 CO to Building MDF Room 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 CO to Building MDF Room 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 licence in respect of Co-Location Space to which the CO to Building MDF Room Connection is connected has been terminated or has expired;
- (g) the CO to Building MDF Room Connection has become unsafe for its purpose; or
- (h) OpenNet's right to own, maintain or operate the CO to Building MDF Room Connection has been revoked or terminated or has expired.

16.4 Either Party (**Terminating Party**) may terminate the CO to Building MDF Room 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 CO to Building MDF Room 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 the CO to Building MDF Room Connection:

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

16.6 If the licence of the CO to Building MDF Room 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.

16.7 If the Requesting Licensee fails to disconnect its equipment from the CO to Building MDF Room 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 CO to Building MDF Room Connection.



## 17. REDUNDANCY SERVICE

17.1 The Requesting Licensee may acquire the following Redundancy Service for the CO to Building MDF Room Connection:

- (a) one separate fibre strand (may be from the same fibre cable that carries the existing service) from OpenNet's FDF at the CO to OpenNet's FDF at the Building MDF Room via the same duct and along the same path as the CO to Building MDF Room Connection (**Redundancy Service with Wireline Diversity**);
- (b) one separate fibre strand from OpenNet's FDF at the CO to OpenNet's FDF at the Building MDF Room via a separate duct along the same path as the CO to Building MDF Room Connection (**Redundancy Service with Duct Diversity**); or
- (c) one separate fibre from OpenNet's FDF at the CO to OpenNet's FDF at the Building MDF Room via a separate path from the CO to Building MDF Room Connection (**Redundancy Service with Path Diversity**),

at the same prices, terms and conditions as the CO to Building MDF Room Connection through a request in the form of Annex 5A either via manual means or via OpenNet Platform, unless stipulated otherwise in this clause 17.

17.2 The Requesting Licensee is eligible to acquire a Redundancy Service for the CO to Building MDF Room Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent CO to Building MDF Room Connection between the same CO and Building MDF Room. The Requesting Licensee may request OpenNet to reject the Request for the CO to Building MDF Room Connection in the event that OpenNet is unable to provide the Redundancy Service, but such Requests for the Building to MDF Room Connection and the Redundancy Service must be submitted together to OpenNet.

17.3 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.

17.4 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.

**ANNEX 5A: REQUEST FORM FOR CO TO BUILDING MDF ROOM CONNECTION**

**Request for CO to Building MDF Room Connection**

Requesting Licensee	Date of Application: _____ Requested Date of Activation: _____	Application _____	Reference _____	Number: _____
	Segment from: _____ CO			
	To: _____ (Address of Building MDF Room)			
	Any other info: _____			
<input type="checkbox"/> Redundancy Service with Wireline Diversity is required <input type="checkbox"/> Redundancy Service with Duct Diversity is required <input type="checkbox"/> Redundancy Service with Path Diversity is required <input type="checkbox"/> Request for CO to Building MDF Room Connection to be rejected if Redundancy Service is not available				

**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 : _____	
	<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: _____  <div style="text-align: right;">Any other reason: _____</div>	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	

**ANNEX 5B: FAULT RECTIFICATION SERVICE REPORT**

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

**ANNEX 5B: FAULT RECTIFICATION SERVICE REPORT**

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