

APPENDIX 14

REQUIRED MODIFICATIONS TO SCHEDULE 13

SCHEDULE 13
PATCHING SERVICE

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SCHEDULE 13

PATCHING SERVICE

IDA Directed Modifications: The industry has requested for a diagram depicting the key features in OpenNet's network to be included in Schedule 13 (Patching Service). IDA agrees that there is merit in incorporating such a diagram, as it increases clarity in understanding OpenNet's ICO. Accordingly, IDA requires OpenNet to provide a diagram which shall include, at a minimum, demarcations of responsibilities at the following four Connectivity Points as listed in clause 1.2: the Central Office, Building MDF Room, FTTB Node and NBAP DP.

1. SCOPE

1.1 This Schedule sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with the Patching Service and on which the Requesting Licensee may access or use the Patching Service.

1.2 The Patching Service is a service provided by OpenNet to the Requesting Licensee for implementing a connection at OpenNet's Fibre Distribution Frame located at the following Connectivity Points:

- (i) Central Office;
- (ii) Building MDF Room;
- (iii) FTTB Node; or
- (iv) NBAP DP

(collectively called the "Patching Locations").

1.3 OpenNet shall provide the Patching Service at OpenNet's Fibre Distribution Frame to the Requesting Licensee solely for the purposes of enabling the Requesting Licensee to:

- (a) access a Layer 1 Service at access points including but not limited to CO and/or Building MDF Room; and/or
- (b) establish a connection between the Co-located Equipment of two Requesting Licensees located in the same CO.

- 1.4 For the avoidance of doubt, the provision of space at Patching Locations and the physical access thereto must be acquired separately by the Requesting Licensee.
- 1.5 The timeframes in this Schedule relating to provisioning and deactivation by OpenNet are subject to variation due to delays caused by events outside OpenNet's reasonable control, in which case such failure to meet the requested activation or deactivation date shall not constitute a breach of this Schedule or this ICO Agreement, provided that OpenNet notifies the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the delay and specifying a new date for the completion of the relevant Patching Service work equal to the period of such delays.
- 1.6 OpenNet will not provide Service Level Guarantees in respect of the Patching Service.

2. PATCHING SERVICE ACTIVATION REQUEST

- 2.1 The Requesting Licensee may submit an order containing any number of Patching Service Activation Requests (**PSARs**) to OpenNet. The Requesting Licensee shall be liable and shall pay OpenNet an Ordering Charge for each order submitted regardless of whether the PSAR(s) is/are successful (unless the PSAR was wrongfully rejected by OpenNet), and for each PSAR successfully provisioned, a Patching Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges).

IDA Directed Modifications: IDA considers that the Requesting Licensee should not be liable to pay an Ordering Charge in the situation where OpenNet has wrongfully rejected, based on the grounds of rejection in clause 2.10, the former's PSAR or PSDR. As examples of "wrongful rejection", IDA would give the following illustrations:

Illustration 1:

Under clause 2.10(a), OpenNet mistakenly thinks that the PSAR is in respect of a connection outside the Patching Locations, and therefore rejects the Co-Location Request.

Illustration 2:

Under clause 2.10(i), OpenNet mistakenly thinks that the PSAR is for a connection point which has already been connected.

Accordingly, IDA requires OpenNet to propose, for IDA's approval, modifications to clause 2.1 to implement the above-stated position.

2.2 OpenNet shall process and respond to all PSARs under this Schedule 13 on a 'first come, first served' basis in the timeframe specified in this Schedule 13. OpenNet shall process a maximum of ~~eighty-sixteen (8016)~~ PSARs and PSDRs per ~~Business Dayweek~~ **(Patching Service Request Quota)** from all Requesting Licensees under this Schedule, and a daily roll-over mechanism shall apply for additional Requests beyond the Patching Service Request Quota.

2.3 Within three (3) Business Days of the date on which OpenNet receives the PSAR Form (Request Date) and subject to clause 2.2, 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 the PSAR is accepted, or if rejected, for any one of the following reasons: OpenNet will activate the Patching Service within a service activation period of three (3) Business Days from the date of receipt of a PSAR from the Requesting Licensee.

- (a) the PSAR is in respect of a connection outside the Patching Locations;
- (b) OpenNet does not have a Fibre Distribution Frame at the requested Patching Location;
- (c) the PSAR Form is not in the prescribed form specified in this Schedule 13;
- (d) where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the PSAR Form is not accompanied by the other Requesting Licensee's letter of authorisation specified in clause 2.96;
- (e) the PSAR Form does not contain all the required information or the information provided is inaccurate or misleading;
- (f) where applicable, prior to the service activation date, the Requesting Licensee has not provided confirmation to OpenNet that the relevant Co-Located Equipment under Schedule 12 is operational;

- (g) the service activation date requested is less than three (3) Business Days from the date of the PSAR; or
- (h) the Requesting Licensee submits a request which seeks to connect where the relevant connection point has already been connected or another order for connection has already been approved but not provided yet.

~~2.4 OpenNet shall process PSARs beyond the Patching Service Request Quota subject to a maximum of an additional thirty percent (30%) above the Patching Service Request Quota from all Requesting Licensees. The service activation period for such additional PSAR shall be twice the service activation period for PSAR which fall within the Patching Service Request Quota. The additional PSAR will be counted in the following week's Patching Service Request Quota.~~

IDA Directed Modifications: The industry has noted an anomaly in the current procedure in clause 2.4. As an example, if a Requesting Licensee places an order on a Friday and the order happens to be beyond the Patching Service Request Quota, but within the additional 30% capacity, OpenNet would contractually only need to activate this Requesting Licensee's service six (6) Business Days from the request date. However, if this request had simply been rolled over to Monday, the Patching Service would have to be activated within three (3) Business Days.

At the same time, IDA considers it fair, reasonable and necessary for OpenNet to adopt a rollover procedure for processing requests. A request should not be rejected simply because it is beyond the weekly Patching Service Request Quota. Otherwise, over and above the uncertainty in service provisioning, the Requesting Licensee will be made to bear unnecessary wasted costs in resubmitting its application all over again.

Accordingly, IDA directs OpenNet to propose for IDA's approval a cost-effective and efficient mechanism, in order to address the anomaly and requirements specified above; for example, a roll-over mechanism for its ordering and provisioning procedure.

~~2.5 Where the Requesting Licensee submits an additional PSAR in excess of the Patching Service Request Quota, OpenNet will notify the Requesting Licensee that the Patching Service Request Quota has been reached and its PSAR will be processed subject to a longer service activation period.~~

IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 2.4 above. IDA accordingly directs OpenNet to propose, where applicable, for IDA's approval, modifications to clause 2.5 as a consequence of amendments to clause 2.4.

2.4 The Requesting Licensee shall submit its order in the form of a Patching Service Activation Request Form (**PSAR Form**) provided in Annex 13A, stating but not limited to the following information in respect of each PSAR:

- (a) the Patching Location at which Patching Service is requested; and
- (b) the connector ports on OpenNet's Fibre Distribution Frame(s) to be patched.

2.5 The Requesting Licensee must provide the PSAR Form to OpenNet no less than three (3) Business Days prior to the requested service activation date of the Patching Service.

~~2.8 OpenNet shall process the PSAR Form and advise the Requesting Licensee, within one (1) Business Day of receipt of the PSAR Form or any other period as may be agreed between the parties, with one of the following responses:~~

- ~~(a) that the PSAR has been accepted and that OpenNet is able to activate the requested connection by the service activation date;~~
- ~~(b) the Patching Service Request Quota has been reached and the PSAR will be processed subject to twice the service activation period; or~~

IDA Directed Modifications: IDA requires that when OpenNet notifies the Requesting Licensee of its acceptance of the PSAR, such acceptance should include a unique reference number to simplify identification processes.

IDA refers OpenNet to its directed modifications to clause 2.4 above. IDA requires that OpenNet puts in place a procedure that allows all requests exceeding the Maximum Quota to be queued instead of being rejected.

~~(c) the PSAR is rejected for a reason specified in clause 2.10.~~

2.6 Where a PSAR is for the purpose of establishing a connection between the Co-located Equipment of two Requesting Licensees located in the same Central Office:

- (a) the Requesting Licensee must submit, with the PSAR, a letter of authorisation issued by the other Requesting Licensee authorising

OpenNet to connect at the Fibre Distribution Frame to access the other Requesting Licensee's Co-located Equipment; and

- (b) OpenNet will not be obliged to connect unless the Requesting Licensee provides to OpenNet a copy of the letter of authorisation.

~~2.10 OpenNet may reject the PSAR, and shall provide reasons to the Requesting Licensee explaining the basis for such rejection, if:~~

- ~~(a) the PSAR is in respect of a connection outside the Patching Locations;~~
- ~~(b) OpenNet does not have a Fibre Distribution Frame at the requested Patching Location;~~
- ~~(c) the PSAR Form is not in the prescribed form specified in this Schedule 13;~~
- ~~(d) where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the PSAR Form is not accompanied by the other Requesting Licensee's letter of authorisation specified in clause 2.9;~~
- ~~(e) the PSAR Form does not contain all the required information or the information provided is inaccurate or misleading;~~
- ~~(f) where applicable, prior to the service activation date, the Requesting Licensee has not provided confirmation to OpenNet that the relevant Co-located Equipment under Schedule 12 is operational;~~
- ~~(g) the PSAR has exceeded the threshold of 30% above the Patching Service Request Quota;~~

IDA Directed Modifications: IDA refers OpenNet to its directed modifications to clause 2.4 above. Accordingly, IDA directs OpenNet to propose for IDA's approval, consequential modifications to clause 2.10(g), to incorporate and implement the new proposed mechanism for the ordering and provisioning procedure.

- ~~(h) the service activation date requested is less than three (3) Business Days from the date of the PSAR; or~~

IDA Directed Modifications: As there is no requested date for activation in the Request Form, IDA directs OpenNet to propose for IDA's approval, modifications to clause 2.10(h) to clarify how and where the Requesting Licensee should indicate its requested activation date if it is beyond the standard service activation period.

- ~~(i) the Requesting Licensee submits a request which seeks to connect where the relevant connection point has already been connected or another order for connection has already been approved but not provided yet.~~

IDA Directed Modifications: As a matter of good practice and consistent with the requirements of the Code (see Section 2.2) which requires OpenNet to provide Mandated Services Information to the Requesting Licensees, IDA directs OpenNet to include a provision that it will make such Mandated Services Information available to Requesting Licensees in a manner that is easily accessible.

2.7 Where the PSAR is not rejected pursuant to clause 2.10, OpenNet will install the Patch Cable on the requested service activation date.

2.8 The Patching Service commences on the date of installation of the Patch Cable and continues until the earlier of the following events:

- (a) the expiry or termination of the Co-location Licence in respect of the Co-location Equipment at the relevant Central Office to which the Patch Cable is connected;
- (b) the expiry or termination of any licence in respect of other space, such as in the building MDF Room or at the FTTB Node, acquired by the Requesting Licensee or OpenNet that is needed to establish and maintain connectivity through the Patch Cable between the Requesting Licensee's Fibre Distribution Frame and OpenNet Fibre Distribution Frame;
- (c) termination of the Layer 1 Service for which Patching Service is provided;
or
- (d) the Patching Service is terminated in accordance with this Schedule.

3. DEACTIVATION

3.1 If the Requesting Licensee wishes to deactivate a connection, it must submit its deactivation request in the form of a Patching Service Deactivation Request Form (**PSDR Form**) provided in Annex 13B. The PSDR Form must be provided to

OpenNet no less than three (3) Business Days prior to the intended deactivation date.

- 3.2 The Requesting Licensee may submit an PSDR Form containing any number of Patching Service Deactivation Requests (**PSDRs**) to OpenNet. The Requesting Licensee shall be liable and shall pay OpenNet an Ordering Charge for each PSDR Form submitted regardless of whether the PSDR(s) is/are successful (unless the PSDR was wrongfully rejected by OpenNet), and for each successful PSDR, a Termination Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges).

IDA Directed Modifications: Similar to the reasons in clause 2.1 above, it is unreasonable to require the Requesting Licensee to pay the Ordering Charge in situations where OpenNet wrongfully rejects the PSDR under clause 3.7 of this Schedule. Accordingly, IDA directs OpenNet to propose, for IDA's approval, modifications to clause 3.2, to provide that the Requesting Licensee will not be liable to pay any Ordering Charge, where OpenNet has wrongfully rejected the PSDR.

Further, IDA directs OpenNet to propose, for IDA's approval, modifications to clause 3.2, to provide that the Requesting Licensee will not be liable to pay any Termination Charge unless such termination is the result of its own fault.

[OpenNet Comment: OpenNet notes that the second part of IDA's directive has already been addressed in the relevant schedules (with associated modifications expressly set out therein).]

- 3.3 OpenNet shall process the PSDR Form on a non-discriminatory ~~and equivalence~~ basis.

IDA Directed Modifications: Pursuant to industry comment, IDA understands the term "equivalence" as referring to "non-discriminatory", which is already stated in clause 3.3. Hence, IDA directs OpenNet to remove the phrase "and equivalence".

- 3.4 OpenNet shall process and respond to all PSDR requests on a 'first come, first served' basis in the timeframe specified in this Schedule.

- 3.5 OpenNet shall process the PSDR Form and advise the Requesting Licensee its acceptance or otherwise of the PSDR within the one (1) Business Day of the receipt of the PSDR Form or any other period as may be agreed between the parties .
- 3.6 OpenNet will deactivate the Patching Service on three (3) Business Days notice from the Requesting Licensee.
- 3.7 OpenNet may reject the PSDR Form if:
- (i) the PSDR Form is not in the prescribed form specified in this Schedule;
 - (ii) the PSDR Form does not contain all the required information or the information provided is inaccurate or misleading; or
 - (iii) the requested date for deactivation is less than three (3) Business Days from the date of the PSDR.

IDA Directed Modifications: As there is no requested date for activation in the Request Form, IDA directs OpenNet to propose for IDA's approval, modifications to clause 3.7(iii) to clarify how and where the Requesting Licensee should indicate its requested deactivation date if it is beyond the standard deactivation period.

[OpenNet Comment: OpenNet has updated Annexes 13A and 13B to incorporate this change.]

- 3.8 Unless the PSDR is rejected pursuant to clause 3.7, OpenNet will deactivate the Patching Service on the requested date of deactivation.

4. STANDARD TERMS AND CONDITIONS

- 4.1 The Requesting Licensee will:
- (a) promptly comply with all reasonable written notices or instructions given by OpenNet in respect of the installation, use or operation of the Patching Service; and
 - (b) not use, attempt to use, nor permit any other person to use, the Patching Service in breach of any laws or regulations whatsoever, and will comply

with all relevant directions and orders issued by the Authority from time to time.

4.2 Where a PSAR is for the purpose of establishing a connection between the OpenNet's Fibre Distribution Frame and the Requesting Licensee's Fibre Distribution Frame in the Building MDF Room, FTTB Node or NBAP DP, the Requesting Licensee shall be responsible, at its own cost, for all installation and fibre terminations at its own Fibre Distribution Frame and for providing the associated cable trays, trunking or ducting between the Requesting Licensee's Fibre Distribution Frame and the OpenNet's Fibre Distribution Frame in order to facilitate the physical termination of the link to OpenNet's Fibre Distribution Frame.

4.3 OpenNet will:

- (a) Provide and install the Patch Cable of not exceeding ten (10) metres in length, in connection with the PSAR and shall perform the physical connection of Patch Cable at OpenNet's Fibre Distribution Frame as requested by the Requesting Licensee;
- (b) remain at all times the owner of all Patch Cables deployed at all the COs;
- (c) where applicable, provide and install the associated Transmission Tie Cables between the Requesting Licensee's Fibre Distribution Frame at the Co-location Space and OpenNet's Fibre Distribution Frame in accordance with Schedule 12; and
- (d) be responsible for the ongoing completion and documentation of all connections made on the OpenNet Network.

4.4 OpenNet shall connect the Patch Cable using standard SC/APC (Angled Polished) connectors, in compliance with Bellcore Specifications TR-TSY-000326 or equivalent standards.

5. ACCESS AND APPROVALS REQUIRED

5.1 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 Patching Service.

5.2 Where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the Requesting Licensee shall maintain the necessary authorisation from the other Requesting Licensee for the duration of the connection.

6. SUSPENSION

6.1 ~~Subject to clause 11.2 of the main body of this ICO Agreement,~~ OpenNet may suspend the Patching Service at any time until further notice to the Requesting Licensee if the Patching Service or licence in respect of the Patching Service 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 OpenNet's Network.

IDA Directed Modifications: IDA is of the view that the service provisioning and suspension process will become unduly cumbersome and tedious if its prior approval has to be sought for every instance of suspension of a Patching Service licence. Accordingly, IDA directs OpenNet to remove the phrase "Subject to clause 11.2 of the main body of this ICO Agreement" from this clause 6.1.

6.2 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 Patching Service under this clause 6.

7. TERMINATION

7.1 ~~Subject to clause 12.3 of the main body of this ICO Agreement,~~ OpenNet may immediately terminate the Patching Service or any connection provided if:

IDA Directed Modifications: IDA is of the view that the service provisioning and termination process will become unduly cumbersome and tedious if its prior approval has to be sought for every instance of termination of a Patching Service. Accordingly, IDA directs OpenNet to remove the phrase "Subject to clause 12.3 of the main body of this ICO Agreement" from this clause 7.1.

- (a) in OpenNet's reasonable opinion, the Requesting Licensee is using the Patching Service 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;

(b) in OpenNet's reasonable opinion, the Requesting Licensee is using the Patching Service in a manner which places or allow 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; or

~~(e) — the Patching Service is used by the Requesting Licensee for a purpose other than the purposes specified in clause 1.3.;~~ ~~or~~

(c) ~~the use of the Patching Service 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 OpenNet's Network.~~

IDA Directed Modifications: Unless OpenNet can provide IDA with a satisfactory justification for retaining clause 7.1(d) above, IDA requires clause 7.1(d) to be deleted. This is because IDA considers the remedy of suspension in clause 6.1 of this Schedule to be adequate and more appropriate, as any termination of a Patching Service will likely result in material adverse impact on the Requesting Licensee's operations. Instead, OpenNet should suspend the Patching Service until such reasonable time when the Party who has caused the physical or technical harm has resolved the harm. In this regard, IDA considers a period of sixty (60) Calendar Days to be a reasonable period for resolving the harm resulting in the suspension. Failing such resolution within the permitted period, either Party can terminate the Patching Service. Accordingly, IDA directs OpenNet to propose for IDA's approval, modifications to clauses 7.1 and 7.2, to provide a process for incorporating the above requirements.

7.2 ~~Subject to clause 12.3 of the ICO Agreement, e~~ither Party (Terminating Party) may terminate the Patching Service:

IDA Directed Modifications: IDA is of the view that the service provisioning and termination process will become unduly cumbersome and tedious if its prior approval has to be sought for every instance of termination of the Patching Service. Accordingly, IDA directs OpenNet to remove the phrase "Subject to clause 12.3 of the ICO Agreement" from this clause 7.2.

- (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 Patching Service licence has been suspended pursuant to clause 6.1, 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).

7.3 Upon expiry or termination of the Patching Service:

- (a) the Requesting Licensee must immediately discontinue the use of the Patching Service; and
- (b) OpenNet shall disconnect the relevant connectors terminated at OpenNet's Fibre Distribution Frame in relation to the Patching Service.

ANNEX 13A: PATCHING SERVICE ACTIVATION REQUEST (PSAR) FORM

Patching Service Activation Request (PSAR)

Requesting Licensee	Date of Application: _____ Requested Date of Activation: _____		Application Reference Number: \
	Location	Address (if not a CO location)	Patching Service to be activated
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____
			From _____ To _____

(Attach separate sheet, using the same format as above, as required)

For connection between the Co-located Equipment of two Requesting Licensees located in the same Central Office, please attach a letter of authorisation from the other Requesting Licensee

For and on Behalf of Requesting Licensee

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

OpenNet's ~~Response~~**Response**: _____ Date: _____

OpenNet	<input type="checkbox"/> Application accepted Activation Date : _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____

ANNEX 13B: PATCHING SERVICE DEACTIVATION REQUEST (PSDR) FORM

Patching Service Deactivation Request (PSDR)

Requesting Licensee	Date of Application: _____		Application Reference Number: \	
	Requested Date of Deactivation: _____			
	Location	Address (if not a CO location)	Patching Service to be deactivated	
			From _____	To _____
			From _____	To _____
			From _____	To _____
			From _____	To _____
			From _____	To _____
			From _____	To _____

(Attach separate sheet, using the same format as above, as required)

For and on Behalf of Requesting Licensee

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

OpenNet's ~~Response~~ **Response**: _____ Date: _____

OpenNet	<input type="checkbox"/> Application accepted Deactivation Date : _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____