

**APPENDIX 15**

**REQUIRED MODIFICATIONS TO SCHEDULE 15**

**SCHEDULE 15**

**CHARGES**

## SCHEDULE 15

### CHARGES

### CONTENTS

<u>1.</u>	<u>RESIDENTIAL END-USER CONNECTION</u>	2
<u>2.</u>	<u>NON-RESIDENTIAL END-USER CONNECTION</u>	5
<u>3.</u>	<u>NBAP CONNECTION</u>	8
<u>4.</u>	<u>CO TO CO CONNECTION</u>	11
<u>5.</u>	<u>CO TO BUILDING MDF ROOM CONNECTION</u>	13
<u>6.</u>	<u>BUILDING MDF ROOM TO FTTB NODE CONNECTION</u>	15
<u>7.</u>	<u>FTTB NODE TO DP CONNECTION</u>	17
<u>8.</u>	<u>BUILDING MDF ROOM TO RESIDENTIAL PREMISE CONNECTION</u>	20
<u>9.</u>	<u>BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION</u>	23
<u>10.</u>	<u>CO TO NBAP DP CONNECTION</u>	26
<u>11.</u>	<u>NBAP DP TO NBAP TP CONNECTION</u>	29
<u>12.</u>	<u>CO-LOCATION SERVICE</u>	32
<u>13.</u>	<u>PATCHING SERVICE</u>	36
<u>14.</u>	<u>{INTENTIONALLY LEFT BLANK}</u>	ERROR! BOOKMARK NOT DEFINED.

## SCHEDULE 15

### CHARGES

#### GENERAL:

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

## 1. RESIDENTIAL END-USER CONNECTION

### 1.1 General

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

1.1.2 The charges listed below are the rates payable for the Residential End-User Connection applicable to both GPON with splitter and OE with active equipment ~~located in the Building MDF Room.~~

**IDA Directed Modifications: IDA notes that there may be situations where the OE with active equipment might not be located in the Building MDF Room, Accordingly, IDA directs OpenNet to delete "located in the Building MDF Room" from clause 1.1.2.**

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

DESCRIPTION	CHARGES (\$)
<del>High-Rise Residential Building</del> <del>High-rise</del> with 1:24 split ratio Landed <del>Residential Premise</del> <del>property</del> with 1:24 split ratio <del>High-Rise Residential Building Residential</del> <del>High-rise</del> with 1:1 split ratio <del>Landed Residential Premise Landed</del> <del>property</del> with 1:1 split ratio	

**IDA Directed Modifications: For clarity and consistency in referencing, IDA directs OpenNet to modify "Residential High rise" to "High-Rise Residential Building" as defined in the Code; and "Landed property" with that of "Landed Residential Premise".**

### 1.3 Installation Charge

1.3.1 There shall be a one-time Installation Charge payable for per Residential End-User Connection. However, the Installation Charge will be waived unless the home-owner had refused entry to OpenNet's staff or agent the first time. The Installation Charge below applies to per connection where the homes were passed.

1.3.2 The Installation Charge comprises of the charge payable for the Patching Service within the Building MDF Room, onsite manpower charges and cable drop from DP to 1<sup>st</sup> TP.

DESCRIPTION	CHARGES (\$\$)
<del>High-Rise Residential Building</del>	<del>Residential</del>
<del>High-rise</del>	<del>High-rise</del>
<del>Landed Residential Premise</del>	<del>Residential</del>
<del>Landed</del>	<del>Landed</del>

**IDA Directed Modifications: For clarity and consistency in referencing, IDA directs OpenNet to modify "Residential High rise" to "High-Rise Residential Building" as defined in the Code; and "Landed property" with that of "Landed Residential Premise".**

#### 1.4 Patching Charge in the CO

1.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at \_\_\_ per patch point.

~~1.4.2 This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service.~~

DESCRIPTION	CHARGES (\$\$)
<del>Per Patch Point in the CO</del>	

**IDA Directed Modifications: IDA notes that the same Charge is provided for separately in clauses 1.4.1 and 1.4.2. Accordingly, for clarity, IDA directs OpenNet to merge clauses 1.4.1 and 1.4.2.**

#### 1.5 Onsite Charges

1.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	After 5.00pm <u>to 8-599.00am the next day</u>	
Saturday	9.00 am to 1.00pm	
Saturday	After 1.00pm <u>to 8-5912.00am the next day</u>	
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>	

**IDA Directed Modifications:** *It is not clear how “subsequent hour blocks” after the first two (2) hours of onsite visits will be charged in all cases, as the time periods as set out in the table above are not exhaustive. For example, there is no listing of rates for midnight to 8.59 am on a Saturday. Accordingly, IDA directs OpenNet to propose for IDA’s approval, modifications to clause 1.5.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.*

**1.6 Cancellation Charge**

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

**1.7 Pre-mature Termination Charge**

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

**1.8 No Fault Found Charge**

- 1.8.1 No Fault Found will be charged at \_\_\_ per report.

**1.9 Joint Investigation Charge**

- 1.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>9.00am to 1.00pm</u>	
Sundays and Public Holidays	<u>9.00am to 1.00pm</u>	
	<u>After 1.00pm to 12.00am the next day</u>	
	<u>After 1.00pm to 12.00am the next day</u>	
	<u>12.00am to 9.00am the next day</u>	
	<u>Throughout</u>	

***IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to clause 1.9.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.***

**1.10 Redundancy Service Charges**

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



## 2. NON-RESIDENTIAL END-USER CONNECTION

### 2.1 General

2.1.1 Detailed information on the service offerings for the Non-Residential End-User Connection can be found in Schedule 2 of this ICO Agreement.

2.1.2 The charges listed below are the rates payable for the Non-Residential End-User Connection applicable to both GPON with splitter and OE with active equipment ~~located in the Building MDF Room.~~

*IDA Directed Modifications: IDA notes that there may be situations where the OE with active equipment might not be located in the Building MDF Room, Accordingly, IDA directs OpenNet to delete "located in the Building MDF Room" from clause 2.1.2.*

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

DESCRIPTION	CHARGES (\$\$)
1: 16 split ratio	
1:1 split ratio	

### 2.3 Installation Charges

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

2.3.2 Cost-based charging will be imposed for the installation of network from nearest Building MDF Room to FTTB Node of a Non-Residential Building where OpenNet was previously refused access to the FTTB Node for that Non-Residential Building.

2.3.3 Where requested by the Requesting Licensee, the Installation of Network Charge shall be payable for the installation of vertical fibre / in-building cabling, ducting, enclosure and/or cable tray from the FTTB Node to the 1<sup>st</sup> TP of the Non-Residential Premise.

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	
Installation of Network Charge	

**IDA Directed Modifications: Based on the current drafting, it is not clear to IDA how OpenNet intends to recover the cost associated with the installation of network from nearest manhole to FTTB Node of a Non-Residential Building where OpenNet was previously refused access to the FTTB Node for that Non-Residential Building. Accordingly, IDA directs OpenNet to modify clause 2.3 to address the above scenario.**

**2.4 Patching Charge in the CO**

2.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet’s FDF in the Central Office. This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at \_\_\_ per patch point.

~~2.4.2 This patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service.~~

DESCRIPTION	CHARGES (\$\$)
Per Patch Point	

**IDA Directed Modifications: IDA notes that the same Charge is provided for separately in clauses 2.4.1 and 2.4.2. Accordingly, for clarity, IDA directs OpenNet to merge clause 2.4.1 and 2.4.2.**

**2.5 Onsite Charges**

2.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>After 5.00pm 9.00am to 1.00pm</u>	
Saturday	<u>After 1.00pm to 12.00am the next day</u>	
Sundays and Public Holidays	<u>After 1.00pm 12.00am to 9.00am the next day</u>	
	<u>Throughout</u>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to**

**clause 2.5.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**2.6 Cancellation Charge**

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

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

**2.7 Pre-mature Termination Charge**

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

**2.8 No Fault Found Charges**

2.8.1 No Fault Found will be charged at \_\_\_ per report.

**2.9 Joint Investigation Charge**

2.9.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>9.00am to 1.00pm</u>	
Sundays and Public Holidays	<u>9.00 am to 1.00pm</u>	
	<u>After 1.00pm to 12.00am the next day</u>	
	<u>After 1.00pm to 12.00am the next day</u>	
	<u>12.00am to 9.00am the next day</u>	
	<u>Throughout</u>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 2.9.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**2.10 Redundancy Service Charges**

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

### 3. NBAP CONNECTION

#### 3.1 General

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

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

**IDA Directed Modifications: IDA notes that there may be situations where the OE with active equipment might not be located in the Building MDF Room, Accordingly, IDA directs OpenNet to delete "located in the Building MDF Room" from clause 3.1.2.**

#### 3.2 Monthly Recurring Charge Per NBAP Connection

DESCRIPTION	CHARGES (\$\$)
1: 16 split ratio	

#### 3.3 Installation Charges

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

**IDA Directed Modifications: IDA notes there is a typographical error in the second line of clause 3.3.1, and directs OpenNet to replace "Buidling" with the "Building".**

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	
Digging/Trenching Work	

#### 3.4 Patching Charge

3.4.1 An additional Patching Charge in addition to the Installation Charge will be imposed if patching is required at OpenNet's FDF in the Central Office. This

patching service will be performed automatically if required. Requesting Licensees will not be required to request separately for this service. This will be charged at \_\_\_ per patch point.

~~This patching service will be performed automatically if required. Requesting Licensees will not be required request separately for this service.~~

DESCRIPTION	CHARGES (\$\$)
Per Patch Point	

**IDA Directed Modifications: IDA notes that the same Charge is provided for separately in clauses 3.4.1 and 3.4.2. Accordingly, for clarity, IDA directs OpenNet to merge clauses 3.4.1 and 3.4.2.**

### 3.5 Onsite Charges

3.5.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<del>After 5.00pm to 9.00pm</del> <u>After 5.00pm to 9.00am the next day</u>	
Saturday	<del>9.00am to 1.00pm</del> <u>9.00am to 1.00pm</u>	
Saturday	<del>After 1.00pm to 12.00pm</del> <u>After 1.00pm to 12.00am the next day</u>	
Sundays and Public Holidays	<del>12.00am to 9.00am</del> <u>12.00am to 9.00am the next day</u>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 3.5.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

### 3.6 Cancellation Charges

3.6.1 In the event that the Requesting Licensee fails to provide its acceptance of the ~~S~~service ~~A~~activation ~~P~~period and/or agreement to pay the one-time installation charge in accordance with clause ~~5.125.10~~ of Schedule ~~311~~, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard

Installation Charge and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request~~Project Study Fee incurred by OpenNet.~~

**IDA Directed Modifications:** IDA notes there is a referencing error in clause 3.6.1, as the reference to the one-time installation charge in this clause 3.6.1 should be to clause 5.12 of Schedule 3 (NBAP Connection) and not Schedule 11 (NBAP DP to NBAP TP Connection). Accordingly, for clarity, IDA directs OpenNet to amend the reference to Schedule 11 in this clause 3.6.1 to Schedule 3 instead.

IDA also notes that “Service Activation Period” has not been defined. In the regard, IDA directs OpenNet to replace “Service Activation Period” with “service activation period”.

**3.6.2** In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the ~~s~~Service ~~a~~Activation ~~p~~Period and agreement to pay the one-time installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, ~~any Project Study Fee incurred by OpenNet and~~ the charge payable for digging/trenching work and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request.

**IDA Directed Modifications:** IDA notes that there was no Project Study Fee quoted under the Installation Charges. In this regard, it is not reasonable or justifiable to recover Project Study Fee when the request is cancelled where there is no such charge imposed in the first place. Accordingly, IDA directs OpenNet to delete “any Project Study Fee incurred by OpenNet” from clause 3.6.1 and clause 3.6.2.

*[OpenNet Comment: OpenNet has replaced the term – “Project Study Fee”, with the description – “any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request”. OpenNet would clarify that this change is not a deviation from the intent of the original drafting of clauses 3.6.1 and 3.6.2.*

*OpenNet will incur resources, costs and expenses to evaluate and implement the NBAP Connection Requests that it receives. Activities include (but are not limited to): (i) purchasing database/information (such as building plans) from third parties; (ii) engaging third parties to conduct site surveys; (iii) applying to relevant authorities for approval and endorsement of deployment plans. In the event any of the Requests is*

*cancelled (whether during the evaluation or implementation stage), OpenNet must have the ability to recover the costs and expenses that it has incurred (including those that it will be incurring) in connection with the cancelled Request.]*

*IDA also refers OpenNet to the directed modification at clause 3.6.1, and directs OpenNet to accordingly replace “Service Activation Period” with “service activation period”.*

### **3.7 Pre-mature Termination Charge**

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

### **3.8 No Fault Found Charge**

**3.8.1** No Fault Found will be charged at \_\_\_ per report.

**3.8.2** Trouble Report generation will be charged at \_\_\_ per report.

*IDA Directed Modifications: IDA notes that there is no reference to “Trouble Report” in any of the Schedules. Accordingly, unless OpenNet provides clarification on what a Trouble Report is, as well as satisfactory justification for requiring the same, IDA directs OpenNet to remove clause 3.8.2.*

*[OpenNet Comment: “Trouble Report” refers to a report generated by OpenNet whenever there is a material fault found with the OpenNet Network or equipment which adversely affects the performance of the Network and equipment. This can be provided to Requesting Licensees at their request, at the charge specified in this Schedule. OpenNet has updated Schedule 18 (Dictionary) to incorporate this change.]*

### **3.9 Joint Investigation Charge**

**3.9.1** OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
--------	------	----------------



Monday to Friday	9.00am to 5.00pm
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm</del>
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am to 1.00pm</del>
Saturday	<u>After 1.00pm to 12.00am the next day</u> <del>After 1.00pm</del>
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>

**IDA Directed Modifications: IDA refers OpenNet to its directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to clause 3.9.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

### **3.10 Redundancy Service Charges**

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

#### 4. CO TO CO CONNECTION

##### 4.1 General

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

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

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

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	

##### 4.3 Standard Installation Charge

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	

##### 4.4 Onsite Charges

4.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u>	<u>After 5.00pm</u>
Saturday	<u>9.00am to 1.00pm</u>	<u>9.00 am to 1.00pm</u>
Saturday	<u>After 1.00pm to 12.00am the next day</u>	<u>After 1.00pm to 8.59am the next day</u>
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u>	<u>Throughout</u>

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to**

**clause 4.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**4.5 Cancellation Charge**

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

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

**4.6 Pre-mature Termination Charge**

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

**4.7 No Fault Found Charge**

4.7.1 No Fault Found will be charged at \_\_\_ per report.

**4.8 Joint Investigation Charge**

4.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 4.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

#### **4.9 Redundancy Service Charges**

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

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

**5.1 General**

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

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

**5.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	

**5.3 Standard Installation Charge**

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	

**5.4 Onsite Charges**

5.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm 9.00am to 1.00pm</del>	
Saturday	<del>9.00 am to 1.00pm</del>	
Saturday	<u>After 1.00pm to 12.00am the next day</u> <del>After 1.00pm 12.00am to 9.00am</del>	
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to**

**clause 5.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**5.5 Cancellation Charge**

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

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

**5.6 Pre-mature Termination Charge**

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

**5.7 No Fault Found Charge**

5.7.1 No Fault Found will be charged at \_\_\_ per report.

**5.8 Joint Investigation Charge**

5.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 5.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**5.9 Redundancy Service Charges**

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

**6. BUILDING MDF ROOM TO FTTB NODE CONNECTION**

**6.1 General**

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

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

**6.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per segment fibre	

**6.3 Standard Installation Charge**

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	

**6.4 Onsite Charges**

6.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u>	
Saturday	<u>After 5.00pm to 9.00am</u>	
Saturday	<u>9.00am to 1.00pm</u>	
Sundays and Public Holidays	<u>1.00pm to 12.00am the next day</u>	
	<u>12.00am to 9.00am the next day</u>	
	<u>Throughout</u>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to**



**clause 6.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**6.5 Cancellation Charge**

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

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

**6.6 Pre-mature Termination Charge**

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

**6.7 No Fault Found Charge**

6.7.1 No Fault Found will be charged at \_\_\_ per report.

**6.8 Joint Investigation Charge**

6.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 6.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

## **6.9 Redundancy Service Charges**

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

## **7. FTTB NODE TO DP CONNECTION**

### **7.1 General**

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

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

### **7.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (S\$)
Per Segment Fibre (Residential)	
Per Segment Fibre (Non-Residential)	

### **7.3 Installation Charges**

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

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

DESCRIPTION	CHARGES (S\$)
Standard Installation Charge (Residential)	
Standard Installation Charge (Non-Residential)	
Installation of Network Charge	

### **7.4 Onsite Charges**

**7.4.1** OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm</del>	
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am to 1.00pm</del>	
Saturday	<u>After 1.00pm to 12.00am the next day</u> <del>After 1.00pm</del>	
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to clause 7.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

## **7.5 Cancellation Charge**

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

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

## **7.6 Pre-mature Termination Charge**

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

## **7.7 No Fault Found Charge**

**7.7.1** No Fault Found will be charged at \_\_\_ per report.

## **7.8 Joint Investigation Charge**

**7.8.1** OpenNet will charge for every joint investigation visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm</del>	

Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am to 1.00pm</del>
Saturday	<u>After 1.00pm to 12.00am the next day</u> <del>After 1.00pm</del>
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>

***IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 7.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.***

**7.9 Redundancy Service Charges**

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

## 8. BUILDING MDF ROOM TO RESIDENTIAL PREMISE CONNECTION

### 8.1 General

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

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

### 8.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	

### 8.3 Installation Charge

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

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

DESCRIPTION	CHARGES (\$\$)
<del>Residential High-rise</del> <u>High-Rise Residential Building</u>	
<del>Residential Landed</del> <u>Landed Residential Premise</u>	

**IDA Directed Modifications: For clarity and consistency in referencing, IDA directs OpenNet to modify "Residential High rise" to "High-Rise Residential Building" as defined in the Code; and "Residential Landed" with that of "Landed Residential Premise".**

### 8.4 Onsite Charges

8.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to

the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 8.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**8.5 Cancellation Charge**

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

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

**8.6 Pre-mature Termination Charge**

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

**8.7 No Fault Found Charge**

8.7.1 No Fault Found will be charged at \_\_\_ per report.

**8.8 Joint Investigation Charge**

8.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am</u> <del>the next day</del> <del>After 5.00pm</del>	
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am</del> <del>to 1.00pm</del>	
Saturday	<u>After 1.00pm to 12.00am</u> <del>the next day</del> <del>After 1.00pm</del>	
Sundays and Public Holidays	<u>12.00am to 9.00am the</u> <del>next day</del> <del>Throughout</del>	

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 8.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

## **8.9 Redundancy Service Charges**

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



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

### 9.1 General

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

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

### 9.2 Monthly Recurring Charge Per Segment Connection

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	

### 9.3 Installation Charges

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

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	
Installation of Network Charge	

### 9.4 Onsite Charges

9.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm</del>
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am to 1.00pm</del>
Saturday	<u>After 1.00pm to 12.00am the next day</u> <del>After 1.00pm</del>
Sundays and Public Holidays	<u>12.00am to 9.00am the next day</u> <del>Throughout</del>

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to clause 9.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**9.5 Cancellation Charge**

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

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

**9.6 Pre-mature Termination Charge**

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

**9.7 No Fault Found Charge**

9.7.1 No Fault Found will be charged at \_\_\_ per report.

**9.8 Joint Investigation Charge**

9.8.1 OpenNet will charge for every joint investigation visit according to the time spent by OpenNet's staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am the next day</u> <del>After 5.00pm</del>	
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am to 1.00pm</del>	
Saturday	<u>After 1.00pm to 12.00am</u>	

	<del>the next day</del> After 4.00pm
Sundays and Public Holidays	<del>12.00am to 9.00am the next day</del> Throughout

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 9.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

**9.9 Redundancy Service Charges**

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

**10. CO TO NBAP DP CONNECTION**

**10.1 General**

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

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

**10.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	

**10.3 Installation Charges**

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

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	
Digging/Trenching Work	

**10.4 Onsite Charges**

**10.4.1** OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

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

Monday to Friday	<del>After 5.00pm to 9.00am the next day</del> <del>After 5.00pm 9.00am to 1.00pm</del>
Saturday	<del>9.00am to 1.00pm</del> <del>9.00 am to 1.00pm</del>
Saturday	<del>After 1.00pm to 12.00am the next day</del> <del>After 1.00pm 12.00am to 9.00am the next day</del>
Sundays and Public Holidays	<del>Throughout</del>

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 10.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

## **10.5 Cancellation Charges**

**10.5.1** In the event that the Requesting Licensee fails to provide its acceptance of the ~~S~~service ~~A~~activation ~~P~~period and/or agreement to pay the one-time installation charge in accordance with clause 5.12 of Schedule 10, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request~~any Project Study Fee incurred by OpenNet.~~

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 3.6.1, and directs OpenNet to accordingly replace “Service Activation Period” with “service activation period”.**

**10.5.2** In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the ~~S~~service ~~A~~activation ~~P~~period and agreement to pay the one-time installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, ~~any Project Study Fee incurred by OpenNet and~~ the charge payable for digging/trenching work and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request.

**IDA Directed Modifications: IDA notes that there was no Project Study Fee quoted under the Installation Charges. In this regard, it is not reasonable or justifiable to recover Project Study Fee when the request is cancelled where there is no such charge imposed in the first place. Accordingly, IDA directs OpenNet to delete “any Project Study Fee incurred by OpenNet” from clause 10.5.1 and clause 10.5.2.**

*[OpenNet Comment: OpenNet has replaced the term – “Project Study Fee”, with the description – “any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request”. OpenNet would clarify that this change is not a deviation from the intent of the original drafting of clauses 10.5.1 and 10.5.2.*

*OpenNet will incur resources, costs and expenses to evaluate and implement the CO to NBAP DP Connection Requests that it receives. Activities include (but are not limited to): (i) purchasing database/information (such as building plans) from third parties; (ii) engaging third parties to conduct site surveys; (iii) applying to relevant authorities for approval and endorsement of deployment plans. In the event any of the Requests is cancelled (whether during the evaluation or implementation stage), OpenNet must have the ability to recover the costs and expenses that it has incurred (including those that it will be incurring) in connection with the cancelled Request.]*

*IDA also refers OpenNet to the directed modification at clause 3.6.1, and directs OpenNet to accordingly replace “Service Activation Period” with “service activation period”.*

## **10.6 Pre-mature Termination Charge**

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

## **10.7 No Fault Found Charge**

**10.7.1** No Fault Found will be charged at \_\_\_ per report.

**10.7.2** Trouble Report generation will be charged at \_\_\_ per report.

*IDA Directed Modifications: IDA notes that there is no reference to “Trouble Report” in any of the Schedules. Accordingly, unless OpenNet provides clarification on what a Trouble Report is, as well as satisfactory justification for requiring the same, IDA directs OpenNet to remove clause 10.7.2.*

*[OpenNet Comment: “Trouble Report” refers to a report generated by OpenNet whenever there is a material fault found with the OpenNet Network or equipment which adversely affects the performance of the Network and equipment. This can be*

*provided to Requesting Licensees at their request, at the charge specified in this Schedule. OpenNet has updated Schedule 18 (Dictionary) to incorporate this change.]*

**10.8 Joint Investigation Charge**

**10.8.1** OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<del>After 5.00pm to 9.00am</del> <del>the next day</del> <del>After 5.00pm</del>	
Saturday	<del>9.00am to 1.00pm</del> <del>9.00 am</del> <del>to 1.00pm</del>	
Saturday	<del>After 1.00pm to 12.00am</del> <del>the next day</del> <del>After 1.00pm</del>	
Sundays and Public Holidays	<del>12.00am to 9.00am the</del> <del>next day</del> <del>Throughout</del>	

**IDA Directed Modifications:** IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 10.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.

**10.9 Redundancy Service Charges**

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

**11. NBAP DP TO NBAP TP CONNECTION**

**11.1 General**

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

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

**11.2 Monthly Recurring Charge Per Segment Connection**

DESCRIPTION	CHARGES (\$\$)
Per Segment Fibre	

**11.3 Installation Charges**

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

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

DESCRIPTION	CHARGES (\$\$)
Standard Installation Charge	
Digging/Trenching Work	

**11.4 Onsite Charges**

11.4.1 OpenNet will charge for every onsite visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (\$\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<del>After 5.00pm to 9.00am</del> <del>the next day</del> <del>After 5.00pm</del>	
Saturday	<del>9.00am to 1.00pm</del> <del>9.00 am</del> <del>to 1.00pm</del>	



Saturday	<del>After 1.00pm to 12.00am the next day</del> After 1.00pm to 12.00am the next day
Sundays and Public Holidays	<del>12.00am to 9.00am the next day</del> Throughout

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 11.4.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 11.4.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

## 11.5 Cancellation Charges

**11.5.1** In the event that the Requesting Licensee fails to provide its acceptance of the ~~S~~Service ~~A~~activation ~~P~~period and/or agreement to pay the one-time installation charge in accordance with clause 5.12 of Schedule 11, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request~~any Project Study Fee incurred by OpenNet.~~

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 3.6.1, and directs OpenNet to accordingly replace “Service Activation Period” with “service activation period”.**

**11.5.2** In the event that the Requesting Licensee decides to cancel its Request before the RFS date but after its acceptance of the ~~S~~service ~~A~~activation ~~P~~period and agreement to pay the one-time installation Charge, the Requesting Licensee shall be liable to cancellation charges which shall include the Standard Installation Charge, ~~any Project Study Fee incurred by OpenNet and~~ the charge payable for digging/trenching work and any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request.

**IDA Directed Modifications: IDA notes that there was no Project Study Fee quoted under the Installation Charges. In this regard, it is not reasonable or justifiable to recover Project Study Fee when the request is cancelled where there is no such charge imposed in the first place. Accordingly, IDA directs OpenNet to delete “any Project Study Fee incurred by OpenNet” from clause 11.5.1 and clause 11.5.2.**

*[OpenNet Comment: OpenNet has replaced the term – “Project Study Fee”, with the description – “any other incidental costs and/or expenses which have been or will be incurred by OpenNet in connection with the cancelled Request”. OpenNet would clarify*

*that this change is not a deviation from the intent of the original drafting of clauses 11.5.1 and 11.5.2.*

*OpenNet will incur resources, costs and expenses to evaluate and implement the NBAP DP to NBAP TP Connection Requests that it receives. Activities include (but are not limited to): (i) purchasing database/information (such as building plans) from third parties; (ii) engaging third parties to conduct site surveys; (iii) applying to relevant authorities for approval and endorsement of deployment plans. In the event any of the Requests is cancelled (whether during the evaluation or implementation stage), OpenNet must have the ability to recover the costs and expenses that it has incurred (including those that it will be incurring) in connection with the cancelled Request.]*

*IDA also refers OpenNet to the directed modification at clause 3.6.1, and directs OpenNet to accordingly replace “Service Activation Period” with “service activation period”.*

## **11.6 Pre-mature Termination Charge**

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

## **11.7 No Fault Found Charge**

**11.7.1** No Fault Found will be charged at \_\_\_ per report.

## **11.8 Joint Investigation Charge**

**11.8.1** OpenNet will charge for every joint investigation visit according to the time spent by OpenNet’s staff. There will be a minimum charge of \_\_\_ per visit per staff up to the first two hours. Subsequent hour blocks spent will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	
Monday to Friday	<u>After 5.00pm to 9.00am</u> <u>the next day</u> <del>After 5.00pm</del>	
Saturday	<u>9.00am to 1.00pm</u> <del>9.00 am</del> <u>to 1.00pm</u>	
Saturday	<u>After 1.00pm to 12.00am</u> <u>the next day</u> <del>After 1.00pm</del>	

Sundays and Public Holidays 12.00am to 9.00am the next day Throughout

***IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA's approval, modifications to clause 11.8.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.***

## **11.9 Redundancy Service Charges**

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

**12. CO-LOCATION SERVICE**

**12.1 General**

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

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

**12.2 Co-location Space**

12.2.1 ~~12.2.1~~ Depending on the term of the licence requested by the Requesting Licensee, different monthly rates shall be payable. This cost is charged based on the equipment footprint, provided always that the Requesting Licensee has complied fully with all the requirements contained in Schedule 12.

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

DESCRIPTION	CHARGES (\$\$)
Per Square Meter (for 25 year term)	
Per Square Meter (for 2 year term)	

***IDA Directed Modifications: For clarity, IDA directs OpenNet to propose for IDA's approval, modifications to clause 12.2.1, to provide that charging is based on the equipment footprint only.***

**12.3 Power Charges**

12.3.1 OpenNet will provide power to the end-users. There will be a minimum of 13 fused amp for AC and 20 fused amp for DC.

DESCRIPTION	CHARGES (\$\$)
Per Fused Amp	

**12.4 Ordering Charge**

12.4.1 Each Co-location Request will be charged at \_\_\_\_\_. This charge will be payable even if the order is rejected unless the Request was wrongfully rejected by OpenNet.

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 3.5 of Schedule 12 (Co-Location Service). Where the Co-Location Request is wrongfully rejected by OpenNet i.e. without any valid ground for such rejection, no Ordering Charge will be imposed on the Requesting Licensee. Accordingly, IDA directs OpenNet to modify the second sentence of clause 12.4.1 to incorporate the above.**

DESCRIPTION	CHARGES (S\$)
Per Order (even if rejected)	

## 12.5 Project Study

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

## 12.6 Site Preparation & Installation Charge

12.6.1 Site Preparation & Installation will include site preparation work (M&E works); ~~the termination of Transmission Tie Cables to Requesting Licensee's FDF~~ and charges for acquiring permits (where necessary) from the Fire Safety Bureau and Building & Construction Authority.

**IDA Directed Modifications: IDA notes that it is inappropriate for the Site Preparation & Installation Charge to include "termination of Transmission Tie Cables to Requesting Licensee's FDF", as IDA understands it is possible for site preparation and installation to be done by splicing instead of termination of the Transmission Tie Cables. Accordingly, IDA directs OpenNet to remove from clause 12.6.1, the reference to termination of Transmission Tie Cables to Requesting Licensee's FDF.**

12.6.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

## 12.7 Onsite Charges

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

PERIOD	CHARGE (S\$)
During Office Hours (Monday to Friday 9.00am to 5.00pm)	(min of 2hrs)

After Office Hours (Monday to Friday after 5.00pm <u>to 9.00am the next weekday, or Friday after 5.00pm to Saturday 12.00am</u> )	(min of 2hrs)
Saturday	(min of 4hrs)
Sunday <u>to 9.00am the next day</u> (requiring less than 4 hrs)	(per activation)
Sunday <u>to 9.00am the next day</u> (requiring more than 4 hrs)	(per activation)
Public Holidays <u>to 9.00am the next day</u>	(per activation)

**IDA Directed Modifications: IDA refers OpenNet to the directed modification at clause 1.5.1 above. IDA directs OpenNet to propose for IDA’s approval, modifications to clause 12.7.1 to clarify: (a) whether there are any charges for time periods not currently listed in the clause; and (b) if so, what these applicable rates of charges will be.**

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

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

**12.8.1** This Charge will be cost-oriented and determined on a case-by-case basis depending on the necessary work scope.

**12.9 Updating Access List Charge**

DESCRIPTION	CHARGES (\$\$)
Per Update	

**12.10 Co-location Equipment Modification Charges**

**12.10.1** This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

**12.11 Termination Charges**

**12.11.1** Termination of the Co-location Service involves:

- (i) Reinstatement of the Co-location Space;
- (ii) Removal of Patching Service;

- (iii) Recovery of equipment (including the Transmission Tie Cable from the Co-location Space)

12.11.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

### 12.12 Pre-mature Termination Charge

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

### 12.13 Reconnection Charge

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

***IDA Directed Modifications: It is not fair to impose on the Requesting Licensee a Reconnection Charge in the event of a lifting of suspension, where a suspension was caused by OpenNet's fault in the first place. Accordingly, IDA directs OpenNet to propose for IDA's approval, modifications to clause 12.13.1, to provide that a Reconnection Charge will not be imposed where the suspension was due to the fault of OpenNet.***

12.13.2 This Charge will be cost-oriented and calculated on a case-by-case basis depending on the necessary work scope.

### 12.14 Fibre Splicing Charge

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

DESCRIPTION	CHARGES (\$\$)
Fibre Splicing at the Requesting Licensee's FDF	Exclude materials

### 12.15 No Fault Found Charge

**12.15.1** Same as Onsite Charges.



### **13. PATCHING SERVICE**

#### **13.1 General**

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

#### **13.2 Ordering Charge**

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

DESCRIPTION	CHARGES (\$\$)
Per Order	

#### **13.3 Patching Charge**

**13.3.1** The Patching Service provided by OpenNet will be charged by per patch point per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (\$\$)
CO	
MDF Room	
FTTB Node	
NBAP DP	

#### **13.4 Termination Charge**

**13.4.1** The deactivation of the Patching Service and the removal of the relevant Patch Cable will be charged by per patch point per Patch Cable. The amount payable will depend on the Patching Location.

DESCRIPTION	CHARGES (\$\$)
CO	
MDF Room	
FTTB Node	
NBAP DP	

This page is intentionally left blank