

**APPENDIX 5**

**REQUIRED MODIFICATIONS TO SCHEDULE 4**

## **SCHEDULE 4**

### **CO to CO Connection**

**SCHEDULE 4**  
**CO TO CO CONNECTION**

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## SCHEDULE 4

### CO TO CO CONNECTION

#### 1. SCOPE

This Schedule 4 sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with a licence for Layer 1 Service (a service provided by OpenNet for the use of passive optical fibre cable) from one Central Office (or “CO”) to another Central Office (**CO to CO Connection**).

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

#### 2. SERVICE LEVEL GUARANTEES

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

- (i) Clause 6.8 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (ii) Clause 11.13 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (iii) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

- 2.2 A claim by the Requesting Licensee shall be made in writing within fourteen thirty (~~1430~~) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim.

- 2.3 If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by OpenNet and will be reflected in OpenNet's bill to the Requesting Licensee in accordance with OpenNet's billing cycle.
- 2.4 The guarantee and rebates provided by OpenNet are:
- (i) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and
  - (ii) subject to this Schedule.
- 2.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, OpenNet shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.
- 2.6 In addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:
- (a) the CO to CO Connection is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to OpenNet's fault;
  - (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee or on behalf of the Requesting Licensee;
  - (c) provision or restoration of the CO to CO Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by OpenNet; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by OpenNet, the time taken from the start of arranging any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;

- (d) ~~or~~ where OpenNet needs to obtain or maintain any licence or permission necessary to the provision or restoration of the CO to CO Connection;
- (e) delay in the provision or restoration of the CO to CO Connection caused by events beyond OpenNet's reasonable control;
- (f) OpenNet network outages for which the Requesting Licensee has not reported a fault;
- (g) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by OpenNet;
- (h) OpenNet is required to carry out scheduled service interruption and the Requesting Licensee has been informed in accordance with clause 9.5; or
- (i) OpenNet is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5.

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

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

2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service Level Guarantees for the CO to CO Connection and shall be OpenNet's sole and exclusive liability to the Requesting Licensee for such failure.

### **3. SERVICE DESCRIPTION AND ACCESS POINTS**

3.1 OpenNet will provide a licence for the CO to CO Connection to the Requesting Licensee with the following:

- (a) one (1) fibre strand from OpenNet's Fibre Distribution Frame (**FDF**) at one Central Office to OpenNet's FDF at the other Central Office if requested by the Requesting Licensee; and
- (b) one (1) Patching Service at each of OpenNet's FDFs at the two Central Offices.

3.2 The Requesting Licensee shall access the CO to CO Connection at OpenNet's FDFs located at the two Central Offices or the Requesting Licensee's FDF at the Central Office.

3.3 For the purposes of this Schedule, OpenNet may have regard to any Requesting Licensee's requirements which have been ordered but not yet delivered when assessing the availability of the CO to CO Connection.

#### 4. ORDERING AND PROVISIONING PROCEDURE

4.1 The Requesting Licensee shall submit its request for the CO to CO Connection (**Request**) to OpenNet on a Business Day in the form of Annex 4A stating, but not limited to the following information:

- (a) the Central Offices; and
- (b) where applicable, the Transmission Tie Cable Port to which the CO to CO Connection is to be connected at each Central Office.

4.2 Relocation of the CO to CO Connection is not allowed.

4.3 Initially, information relating to the Mandated Services will be available on OpenNet's website, for access by the Requesting Licensee through secured means. The secured access to OpenNet's website will require the payment of a one-time charge for each user account created. Initially, information relating to network outages will be sent to the Requesting Licensee via email. The information relating to the Mandated Services and the information relating to network outages shall be made available on the OpenNet Platform in due course.

#### 5. CO TO CO CONNECTION REQUEST

5.1 OpenNet shall process all Requests for the CO to CO Connection on a 'first come, first served' basis ~~up to the maximum number specified in clause 5.2.~~

5.2 For ~~each week~~Business Day, OpenNet shall process a combined total of no more than ~~2050-410~~ Requests for Basic Mandated Services and Layer 1 Redundancy Services (**Maximum Quota**) from all Requesting Licensees, and a daily roll-over mechanism shall apply for additional Requests beyond the Maximum Quota.

5.3 Within three (3) Business Days of the date on which OpenNet receives the request for CO to CO Connection (Request Date) and subject to clause 5.2, OpenNet must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons:~~OpenNet shall process Requests beyond the Maximum Quota of an additional thirty percent (30%) above the Maximum Quota for all requests for Basic Mandated Services and Layer 1 Redundancy Services. The service activation period for such additional Requests shall be twice the service activation period of Requests which fall within the Maximum Quota. The additional Requests will be counted in the following week's Maximum Quota.~~

- (a) the Request for CO to CO Connection is not in the prescribed form;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
- (c) the service activation date requested is less than three (3) Business Days from the date of receipt of a Request;
- (d) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule;
- (e) the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;
- (f) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the CO to CO Connection is not operational at the point in time of OpenNet's provisioning of the CO to CO Connection;
- (g) the Transmission Tie Cable Port to be connected at the Central Offices in relation to the Request for CO to CO Connection is already in use;



(h) OpenNet has not rolled out its Network to the requested Central Offices;  
or

(i) OpenNet needs to increase capacity to provide the CO to CO Connection.

5.4 Notwithstanding anything in clause 5.3 to the contrary, OpenNet shall give a qualified acceptance to the Requesting Licensee with a revised service activation period if:

(a) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12 for connection to the CO to CO Connection is not operational at the point in time of OpenNet's provisioning of the CO to CO Connection, but OpenNet has, at the time of the Request, already scheduled for such Transmission Tie Cable to be operational by a definite date; or

(b) OpenNet needs to increase capacity in order to provide the CO to CO Connection, but OpenNet has, at the time of the Request, already scheduled for capacity to be increased by a definite date.

~~5.3 In the event that the Request exceeds the Maximum Quota, OpenNet will inform the Requesting Licensee of the same and that Request shall be processed at twice the service activation period of Requests which fall within the Maximum Quota.~~

~~5.4 Within one (1) Business Day of the date on which OpenNet receives the request for the CO to CO Connection (**Request Date**), OpenNet must notify the Requesting Licensee whether its application is in principle accepted or rejected for any one of the following reasons:~~

~~(a) the Request for the CO to CO Connection is not in the prescribed form;~~

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

~~(c) the Request has exceeded the threshold of 30% above the Maximum Quota;~~

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

~~(e) where the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.~~

~~5.5 If OpenNet has provided its in principle acceptance to the Request for the CO to CO Connection, OpenNet will proceed with its provisioning and inform the Requesting Licensee within three (3) Business Days of the Request Date whether or not it is able to provide the CO to CO Connection, taking into consideration the following:~~

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

~~(b) whether the Transmission Tie Cables (installed pursuant to Co-location Service in Schedule 12) for connection to the CO to CO Connection are operational at the point in time of OpenNet's provisioning of the CO to CO Connection;~~

~~(c) whether the Transmission Tie Cable Ports to be connected at the Central Offices in relation to the Request for the CO to CO Connection are already in use;~~

~~(d) whether OpenNet has rolled out its Network to the requested COs; and~~

~~(e) whether OpenNet needs to increase capacity to provide the CO to CO Connection.~~

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

~~5.7 OpenNet may reject a Request for the CO to CO Connection on or before the third Business Day after the Request Date if:~~

- ~~(a) the equipment or services that the Requesting Licensee proposes to use or to provide may interfere with, or cause deterioration to services supplied by OpenNet;~~
- ~~(b) the Transmission Tie Cables (installed pursuant to Co location Service in Schedule 12) for connection to the CO to CO Connection are not operational at the point in time of OpenNet's provisioning of the CO to CO Connection;~~
- ~~(c) the Transmission Tie Cable Ports to be connected at the Central Offices in relation to the Request for the CO to CO Connection are already in use; or~~
- ~~(d) OpenNet has not rolled out its Network to any of the requested COs.~~

5.6 Where OpenNet rejects the Request for the CO to CO Connection, OpenNet shall provide reasons explaining the basis for rejection.

## 6. DELIVERY

6.1 Subject to clauses ~~5.28, 5.3~~ and 6.2, OpenNet shall provide the CO to CO Connection by the end of three (3) Business Days from the receipt of a valid Request from the Requesting Licensee.

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

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

- 6.4 OpenNet will use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the CO to CO Connection.
- 6.5 OpenNet will test the optical fibre cable from OpenNet's FDF at the requested Central Office or the Requesting Licensee's FDF at the requested Central Office to OpenNet's FDF at the other Central Office to ensure that the CO to CO Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.
- 6.6 OpenNet shall ensure that the optical power loss does not exceed -0.4dB per km and -0.5dB per connector.
- 6.7 OpenNet shall promptly notify the Requesting Licensee upon the completion of provisioning the CO to CO Connection.
- 6.8 Subject to clause 6.9, in the event OpenNet fails to meet the applicable service activation period for a Request, OpenNet shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the weekly recurring charge for the CO to CO Connection, subject to a maximum of 30 times the weekly recurring charge for the CO to CO Connection (**Weekly Recurring Charge**), where:

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

- 6.9 Except for Requests with service activation periods which have been extended beyond the standard service activation period pursuant to clauses 5.4 and 6.2, OpenNet shall not be required to compensate the Requesting Licensee under any of the following circumstances:
- (a) The Requesting Licensee has requested for a service activation date that is beyond the stipulated service activation period; or
  - (b) The Requesting Licensee requests the deferment of the service activation date.

## 7. RESPONSIBILITY AT OPENNET FDF

- 7.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access OpenNet's FDF at the Central Office.

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

## 8. DEACTIVATION

8.1 Subject to the minimum contract term, the Requesting Licensee may terminate the CO to CO Connection by giving OpenNet not less than one (1) month prior written notice.

8.2 If the CO to CO Connection is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting Licensee must pay OpenNet one hundred percent (100%) of the ~~monthly~~ Monthly recurring ~~Recurring charge~~ Charge for the remainder of the minimum contract term.

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

## 9. STANDARD TERMS AND CONDITIONS

9.1 OpenNet shall at its sole discretion determine its network deployment, including but not limited to the access points and fibre cable routing from which the CO to CO Connection is provided.

9.2 OpenNet will be responsible for the maintenance of the CO to CO Connection, excluding all Patching Services installed under this Schedule. The terms and conditions of Patching Services provided are set out in Schedule 13 (Patching Service). For the avoidance of doubt, if there is a fault at the Patch Cable, OpenNet will not charge the Requesting Licensee an additional Patching Charge if OpenNet (or its contractors and/or supplier) was solely and directly responsible for the fault at the Patch Cable.

- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use OpenNet's name, any of OpenNet's trademarks or the fact that any service is supplied using OpenNet's Network in promoting the Requesting Licensee's service.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to OpenNet's existing services or those of a Third Party as a result of the Requesting Licensee's use of the CO to CO Connection.
- 9.5 If it is necessary to carry out any scheduled service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the CO to CO Connection, OpenNet shall provide the Requesting Licensee with at least one (1) month ~~three (3) weeks~~ written notice in advance of such interruptions, repairs or upgrades. OpenNet shall take reasonable measures to minimise any service disruption to the Requesting Licensee.
- 9.6 If the scheduled service interruption affects ~~50 or more~~ CO to CO Connections, OpenNet will endeavour to carry out the scheduled service interruption between ~~midnight~~ 1:00-am and 6:00am.
- 9.7 Subject to Requesting Licensee acquiring redundancy service, OpenNet ~~would~~ shall, where ~~possible~~ technically feasible, provide assistance to Requesting Licensee to divert its CO to CO Connection to the redundancy service before commencing the scheduled service interruption.
- 9.8 Where there are available resources, OpenNet will, where possible, first divert critical links to alternative routings before commencing the scheduled service interruption.
- 9.9 OpenNet shall not be liable for any loss caused by such scheduled service interruption.
- 9.10 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service.
- 9.11 The Requesting Licensee must procure and maintain at its own cost:
- (a) any equipment or software needed to implement, receive or use the CO to CO Connection; and

(b) co-location at the Central Offices, ~~and~~

~~(c) connection to RSPs and the Requesting Licensee's Customers.~~

9.12 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the optical fibre cable, equipment or facilities forming part of the CO to CO Connection.

## 10. ACCESS AND APPROVALS REQUIRED

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

## 11. FAULT REPORTING AND CLEARING

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

11.2 It is the Requesting Licensee's responsibility to determine the source of the fault at its own cost and to ensure that the fault does not lie within its network before reporting the fault to OpenNet.

11.3 Upon receipt of a fault report from the Requesting Licensee under clause 11.12, OpenNet shall ~~use its reasonable endeavours to~~ investigate the cause of the fault experienced by the Requesting Licensee in a diligent and responsible manner as would be expected of a competent service provider. OpenNet shall update the Requesting Licensee as and when there is a change in status of the fault investigation/rectification work.

11.4 If, following investigation, OpenNet determines that the fault is at the Transmission Tie Cable at the Central Office, OpenNet will patch the CO to CO Connection to another available Transmission Tie Cable Port and charge the Requesting Licensee a Patching Charge in accordance with Schedule 15 (Charges). OpenNet will not charge the Requesting Licensee a Patching Charge if OpenNet (or its contractors and/or suppliers) was solely and directly responsible for the fault at the Transmission Tie Cable at the Central Office.

- 11.5 If, following investigation, OpenNet determines that no fault is found or the fault is not with the OpenNet Network or equipment, then OpenNet shall charge the Requesting Licensee a No Fault Found Charge for the fault report in accordance with Schedule 15 (Charges).
- 11.6 If OpenNet is unable to identify any fault, OpenNet will call for a fault identification coordination meeting between OpenNet and the Requesting Licensee to identify the fault. The Requesting Licensee shall provide all reasonable assistance requested by OpenNet. Each Party is to bear its own cost for attending such fault identification coordination meeting as well as any testing or trouble-shooting activities required as a result of such a meeting.
- 11.7 The CO to CO Connection is deemed to be restored when OpenNet has tested and confirmed to the Requesting Licensee that the CO to CO Connection has been restored.
- 11.8 Where the Requesting Licensee has lodged with OpenNet a fault report and OpenNet is in the process of investigating the fault or where the Requesting Licensee has not lodged a fault report but suspects that there is a fault with the CO to CO Connection, the Requesting Licensee may request OpenNet for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. Subject to OpenNet's resource availability and agreement to the date, time and venue, OpenNet shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges).
- 11.9 The Requesting Licensee acknowledges that OpenNet may temporarily disconnect the Requesting Licensee's CO to CO Connection to perform reasonable fault analysis and line testing on the CO to CO Connection. OpenNet shall notify the Requesting Licensee at least thirty (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.
- 11.10 Each Party shall maintain and store its own records of faults and repairs.

### **Mean Time To Recovery**

- 11.11 OpenNet shall restore any fault within a standard Mean Time To Recovery (MTTR) of eight (8) hours.
- 11.12 Subject to clause 2.6, the MTTR shall be the average time OpenNet took to restore service for all fault incidents for all CO to CO Connections acquired **by**



the Requesting Licensee under this Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet's control.

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

**12. SERVICE LEVEL AVAILABILITY**

12.1 OpenNet shall offer a service level availability of 99.99% per month for the CO to CO Connection. OpenNet shall offer to rebate the Requesting Licensee ten percent (10%) of the Monthly Recurring Charge if OpenNet fails to meet the service level availability for that month.

12.2 Service level availability for the CO to CO Connection is calculated as follows:

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

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

B = total network outage time for the CO to CO Connection in the same month (in hours)

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

### 13. PROTECTION AND SAFETY

13.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of any equipment within its Network on its side of the connection at the FDF in both COs.

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

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

### 14. TERM OF LICENCE

14.1 The minimum contract term for the CO to CO Connection shall be twelve (12) months starting from the service activation date of the CO to CO Connection.

### 15. SUSPENSION

15.1 ~~Subject to clause 11.2 of the main body of this ICO Agreement,~~ OpenNet may suspend the Requesting Licensee's licence to the CO to CO Connection at any time until further notice to the Requesting Licensee if the CO to CO Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of OpenNet or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the OpenNet Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.

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

## 16. TERMINATION OF LICENCE

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

16.2 ~~The Requesting Licensee must use or, where applicable, activate a service to a Retail Service Provider using the CO to CO Connection within six (6) months from the service activation date of the CO to CO Connection. If the Requesting Licensee fails to do so, OpenNet will deactivate the CO to CO Connection upon giving the Requesting Licensee ten (10) Business Days prior notice. OpenNet may terminate the licence in respect of the CO to CO Connection after giving the Requesting Licensee ten (10) Business Days prior written notice if: (1) the Requesting Licensee abandons its CO to CO Connection; or (2) the Requesting Licensee is not providing any service over the CO to CO Connection; and the Requesting Licensee did not dispute such written notice given by OpenNet.~~

16.3 ~~Subject to clause 12.3 of the main body of this ICO Agreement,~~ OpenNet may immediately terminate a licence of the CO to CO Connection under this Schedule if:

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

direction and OpenNet has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;

~~(f) the CO to CO Connection is used other than the purposes specified in clause 1;~~

- (f) the licence in respect of Co-Location Space to which the CO to CO Connection is connected has been terminated or has expired;
- (g) the CO to CO Connection has become unsafe for its purpose; or
- (h) OpenNet's right to own, maintain or operate the CO to CO Connection has been revoked or terminated or has expired; ~~or,~~

~~(i) the use of the CO to CO Connection 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.~~

16.4 ~~Subject to clause 12.3 of the ICO Agreement, e~~Either Party (**Terminating Party**) may terminate the CO to CO Connection:

- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party;
- (b) if the Requesting Licensee's CO to CO Connection licence has been suspended pursuant to clause 15.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or
- (c) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance

of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).

16.5 Upon expiry or termination of the licence of the CO to CO Connection:

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

16.6 ~~Upon termination of~~ If the licence of the CO to CO Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to OpenNet for the Monthly Recurring Charges for the remainder of the minimum contract term.

16.7 If the Requesting Licensee fails to disconnect its equipment from the CO to CO Connection under clause 16.65(b), OpenNet may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to OpenNet all reasonable costs associated with the work undertaken by OpenNet including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against OpenNet in connection with the removal and/or disposal of the Requesting Licensee's equipment from the CO to CO Connection.

## 17. REDUNDANCY SERVICE

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

- (a) one separate fibre strand from OpenNet's FDF at one CO to OpenNet's FDF at the other CO via the same duct and along the same path as the CO to CO Connection (**Redundancy Service with Wireline Diversity**);

- (b) one separate fibre strand from OpenNet's FDF at one CO to OpenNet's FDF at the other CO via a separate duct along the same path as the CO to CO Connection (**Redundancy Service with Duct Diversity**); or
- (c) one separate fibre from OpenNet's FDF at one CO to OpenNet's FDF at the other CO via a separate path from the CO to CO Connection (**Redundancy Service with Path Diversity**),

at the same prices, terms and conditions as the CO to CO Connection, unless stipulated otherwise in this clause 17.

17.2 The Requesting Licensee is eligible to acquire a Redundancy Service for the CO to CO Connection provided that the Requesting Licensee has already acquired an equivalent CO to CO Connection between the same two COs.

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

17.4 OpenNet shall make the Redundancy Service available to the Requesting Licensee, except where OpenNet is unable to build the requisite infrastructure to provide the Redundancy Service~~The supply of the Redundancy Service is subject to the availability of OpenNet's resources.~~

**ANNEX 4A: REQUEST FORM FOR CO TO CO CONNECTION**

Request for CO to CO Connection

Requesting Licensee	Date of Application: _____ <u>Requested Date of Activation:</u> _____	Application Reference Number: _____
	Segment from: _____ CO	Assigned Transmission Tie Cable Port: _____
	To: _____ CO	Assigned Transmission Tie Cable Port: _____
	Any other info: _____ <input type="checkbox"/> <u>Redundancy Service is required</u>	

For and on Behalf of Requesting Licensee

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

Part 1: Date: \_\_\_\_\_

OpenNet	<input type="checkbox"/> Application accepted in principle: Circuit Identification Number: _____ Tentative Provision Date : _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____

Part 2: Date: \_\_\_\_\_

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