
PROPOSED INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON THE NEXT GENERATION NATIONAL BROADBAND NETWORK

Submission by the StarHub Group to the Info-communications Development Authority of Singapore

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A. Statement of Interest

- 1.1 StarHub Ltd is a Facilities Based Operator (“FBO”) in Singapore, having been awarded a licence to provide public basic telecommunication services (“PBTS”) by the Telecommunications Authority of Singapore (“TAS”) (the predecessor to IDA) on 5 May 1998. StarHub Ltd participated in the Network Company RFP of the NGNBN as part of the Infinity Consortium, and is currently bidding to be appointed as the Operating Company of the NGNBN.
- 1.2 StarHub Mobile Pte Ltd is a wholly-owned subsidiary of StarHub Ltd. StarHub Mobile Pte Ltd was issued a licence to provide public cellular mobile telephone services (“PCMTS”) by the TAS on 5 May 1998. StarHub launched its commercial PBTS and PCMTS services on 1 April 2000.
- 1.3 StarHub Ltd acquired CyberWay (now StarHub Internet Pte Ltd) for the provision of Public Internet Access Services in Singapore on 21 January 1999.
- 1.4 In July 2002, StarHub Ltd completed a merger with Singapore Cable Vision to form StarHub Cable Vision Ltd (“SCV”). SCV holds a FBO licence and offers broadband and cable TV services.
- 1.5 StarHub Online Pte Ltd is a wholly-owned subsidiary of StarHub Ltd. StarHub Online Pte Ltd was issued with a licence to provide Public Internet Access Services in Singapore on 22 February 2005.
- 1.6 This submission represents the views of the StarHub group of companies, namely, StarHub Ltd, StarHub Mobile Pte Ltd, StarHub Internet Pte Ltd, StarHub Online Pte Ltd and StarHub Cable Vision Ltd.

B. Introduction

StarHub welcomes the opportunity to provide its comments on OpenNet's Proposed Interconnection Offer ("ICO"). As a key element of the Government's Next Generation National Broadband Network ("NGNBN"), we believe that the ICO must be user-friendly, transparent, and customer-oriented.

However, we note that the structure of the document, as well as the content, mirrors that of the SingTel Reference Interconnect Offer ("RIO"). We would even note that there is at least one accidental reference to "Singapore Telecom" in the ICO. We believe that if the ICO is allowed to mimic the RIO, then success of the NGNBN will be impeded, as it is clear that the RIO is drafted with an incumbent mindset.

If OpenNet truly welcomes as much business as possible, we submit that a considerable improvement is needed in the terms, timelines and procedures set out in the ICO.

StarHub is pleased to provide our comments on this ICO. We have divided our submission into comments on the ICO in general ("General Comments"), as well as detailed comments on the various clauses in the ICO ("Detailed Comments").

Finally, we believe that OpenNet has not fully met its obligations under the NetCo Interconnection Code. We have provided a list of items we believe need to be addressed by OpenNet in the ICO.

C. GENERAL COMMENTS

I. Publication of OpenNet's Charges

StarHub is concerned that OpenNet's charges under Schedule 15 are not to be made public, and that interested parties will instead have to sign a Confidential Undertaking in order to obtain these Charges.

We would note that this position is contradictory to IDA's policy of openness and transparency. We further note that, as the charges for SingTel's RIO services are now public information, the confidential treatment of OpenNet's Charges would be a retrograde step in IDA's regulatory practices.

StarHub therefore strongly urges IDA to make Schedule 15 available publicly.

II. Review of ICO when OpenNet's OSS/BSS is ready

StarHub notes that the current ICO process is an interim process that is subject to change once OpenNet's OSS/BSS is ready. This is of concern to StarHub, as we see an integrated OSS/BSS platform as critical to the fast processing of orders, and to the success of the ICO. Given the emphasis that IDA has placed on the OSS/BSS, we would not want to see a move back to hard-copy orders and faxes. We therefore submit that:

- ➔ There should be a set (and short) timeframe from moving the interim process to the automated process.
- ➔ Once the OSS/BSS platform is in place, it is necessary to review the processes and timelines (for example shortening the processing of timelines to reflect that order confirmation can be almost instantaneous).
- ➔ Regardless of whether the OSS/BSS platform is included in the ICO or otherwise, OpenNet should have an obligation to provide the necessary information on the OSS/BSS to the NGNBN OpCo.

III. Charges Proposed by OpenNet

OpenNet appears to be seeking to impose charges that are unnecessary. Some examples are :

- a) Schedule 12 Annex 12D Clause 1.7.4, where OpenNet is proposing to deploy its staff to inspect the work carried out by the Requesting Licensee, and to charge Requesting Licensees for such deployment. Clearly, such inspections are unwarranted, and if OpenNet chooses to carry out inspections as part of its own routine procedures, then Requesting Licensees should not have to compensate OpenNet for such work.
- b) Schedule 12 Annex 12F Clause 1.8.4, where OpenNet is proposing to impose escort charges on Requesting Licensees for Physical Access to co-location space. It is standard industry practice to install security cameras at co-location sites for monitoring purposes (and this is the way that StarHub monitors its collocation facilities). Therefore, there is no reason to require escorts as they serve no additional purpose. Such a practice would only increase the costs to Requesting Licensees.

The above are but two examples of charges that OpenNet has sought to impose on Requesting Licensees, and which StarHub submits are unwarranted. StarHub therefore believes that a complete review of OpenNet's charges is needed .

IV. Timelines

The timelines proposed by OpenNet are not reflective of the NGNBN environment, in which there are multiple layers of service providers (Qualifying Persons and Retail Service Providers). Each layer requires a minimum amount of time to respond to events impacting on the delivery of services to their customers. Therefore, it is important for OpenNet to set realistic timelines that take into consideration the requirements of the other layers in the NGNBN service chain.

For example, OpenNet is proposing to provide 3 weeks' advance notice for scheduled service interruptions. This notification period clearly does not take into account the need for Requesting Licensees to inform their own customers.

StarHub submits that the draft ICO must be carefully reviewed in regard to timelines, and that OpenNet should be required to provide more realistic timelines.

V. Provision of Rollout Information

StarHub believes that OpenNet must provide information on its rollout and rollout schedules to Requesting Licensees. It is clearly inefficient for Requesting Licensees to have to place an order for a service, only to have it rejected because OpenNet has yet to rollout to a premises. OpenNet must therefore make available information on its rollout status and rollout schedules online, and enable Requesting Licensees to check such status before placing their orders.

Further, OpenNet must warrant that the information provided is correct and accurate. In order to ensure that the information is up-to-date, we believe that IDA should impose strict timelines on OpenNet to update the information.

For avoidance of doubt, such information should also include information on any proposed demolition or re-construction of buildings.

D. Detailed Comments

StarHub is pleased to provide our detailed comments in this section.

PART 1 – ACCEPTANCE PROCEDURES

Clause	Comments
Clause 1.2	<p>As currently worded, this clause implies that all FBOs, SBOs and Broadcasting Licensees are subject to undefined “eligibility” requirements in order to be qualified to acquire the various services offered in this ICO.</p> <p>In order to avoid disputes and misunderstandings, StarHub believes that OpenNet should clearly define any eligibility requirements in the ICO.</p>
Clause 1.5	<p>StarHub does not see the need for discussions between OpenNet and the Requesting Licensee, unless the Requesting Licensee requires a Customised ICO Agreement.</p> <p>If this Clause was imposed, it would needlessly delay the launch of services by Requesting Licensees. StarHub therefore proposes that this clause be amended to require meetings only where explicitly requested by the Requesting Licensee.</p>
Clause 1.9(f)	<p>The extent of the public liability insurance coverage is unclear, in particular whether it is intended to go beyond bodily harm, death and damage to property, as ‘broad form’ is not defined. It is important to know the key parameters of the insurance coverage.</p>
Clause 1.10	<p>The 14-Calendar Day period to enter into and sign the ICO Agreement is unnecessarily long given the non-negotiable nature of the ICO terms and charges. This term also prevents NetCo QPs from being able to accede to any request by its RSP customers for early service provisioning.</p> <p>We propose a 5-Business Day period for OpenNet and NetCo QPs to enter into the ICO Agreement, from the date of submission by NetCo QP of a Notice of Acceptance.</p>
Clause 1.12	<p>For clarity, we would propose that this clause be amended as follows:</p> <p>“Both the Requesting Licensee and OpenNet may jointly request the Authority to provide <i>conciliation to assist them</i> assistance in resolving any disputes regarding the acceptance of an ICO.”</p>
Clause 2.3	<p>The operation of the ICO in respect of the Requesting Licensee’s Notification of Acceptance should only be suspended if the exemption or suspension request was submitted by OpenNet to the Authority prior to the receipt of the aforesaid Notification of Acceptance of ICO from the Requesting Licensee. Otherwise, the processing of the Notification of Acceptance of ICO may be unreasonably delayed at no fault of the Requesting Licensee, as no specified timeframe is provided in the ICO Agreement for the exemption or suspension</p>

Clause	Comments
	request to be approved by the Authority.
Clause 4.3	StarHub believes that a meeting between OpenNet and the Requesting Licensee to jointly execute the necessary modifications is unnecessary. The ICO is a standard, public document that is approved by IDA. Therefore the submission of a request and the acceptance of such request should be sufficient. All other documentation can be carried out via correspondence. Requiring a meeting to execute such modifications only delays the ability of the Requesting Licensee to acquire such Additional Mandated Services.

PART II – INTERCONNECTION OFFER AGREEMENT

Clause	Comments
Clause 1.1	The reference to “Schedule 12 - Dictionary” should be amended to “Schedule 18 – Dictionary”.
Clause 2.1	We note that the description of “OSS/BSS Connection and Professional Service, in accordance with Schedule 14” has been omitted from Clause 2.1. Clause 2.1 should be revised accordingly to reflect the OSS/BSS Connection and Professional Service. Even if such service is not ready, there should be an obligation on OpenNet to provide the necessary information on interfacing with the OpenNet Platform. Moreover, any function that will eventually be available in the OSS/BSS, must also be made available manually now. If this is not done, it will gravely limit the ability of Requesting Licensees and RSPs to take services from the NGNBN.
Clause 4.2(d)	We propose that Clause 4.2(d) be revised to “the expiry of a period of 25 years from [Effective Date]”, for clarity.
Clause 4.4	We believe that any amendments introduced by OpenNet must be subject to the same process as amendments directed by IDA. Therefore, we would propose that Clause 4.4 be made subject to Clause 4.3.
Clause 7	<p>We note that the provisions relating to the OpenNet Platform and its functionalities have yet to be set out in the ICO. We would expect that such provisions will deal with, among other things, the type of information that will be made available on the OpenNet Platform in order for the NetCo QP to know the available services so that it can plan its service ordering and meet Customers’ requirements. Accordingly, such information should include Mandated Services Information and regular updates thereof, in particular:</p> <p>(a) the list and description of the physical locations at which a NetCo QP may physically interconnect with the Network and the means by which interconnection may be achieved;</p> <p>(b) the description of the physical interfaces to the Network that are necessary to allow physical interconnection and interchange of data, the procedures to be used if OpenNet chooses to alter those interfaces, how such alteration affects the provision of services by the</p>

Clause	Comments
	<p>NetCo QP to its end-users and the steps that OpenNet will take to address the NetCo QP's concerns relating thereto;</p> <p>(c) information regarding the availability of Mandated Services, including the address of each CO, Residential and Non-Residential addresses, and NBAP sites, the geographical boundaries of the area served by each CO, the extent to which the access network is available at each Connectivity Point; and</p> <p>(d) the procedures for obtaining End-User information held by OpenNet.</p> <p>Further, until the provisions relating to the OpenNet Platform and its functionalities are set out in the ICO, it is necessary for OpenNet to provide in the ICO Agreement under Clause 7 the means for NetCo QP to get access to, among other things, the information set out in paragraphs (a) to (d) above.</p>
Clause 8.1	The Clause should clearly state that OpenNet will also be prohibited from installing or doing anything which will cause a disruption to the NetCo QP's service or limit the NetCo's QP use of the service.
Clause 10.3	We propose to insert the words "and subject to" after the words "Without prejudice to" so as to make clear that OpenNet is obliged at all times to comply with the applicable Service Level Guarantees in its provision of the Mandated Services.
Clause 11.1(a)	To avoid disputes and misunderstandings, we would propose that OpenNet either defines what it means by "normal operation", or specify the situations in which this clause will apply.
Clause 11.1(i)	The same cure period prescribed in Clause 11.1(d) should apply to this Clause 11.1(i) as well.
Clause 11.4	<p>The obligation on the Requesting Licensee to pay for any Service that has been suspended for such period till it is reconnected or reinstated should only apply where the suspension was due to the default of the Requesting Licensee. Where the suspension is not due to a default of the Requesting Licensee, we submit that it would be inappropriate to require payment.</p> <p>Similarly, the reconnection or reinstatement Charges should not be payable by the Requesting Licensee unless the reconnection or reinstatement of the Service was necessitated by a suspension that was triggered due to the default of the Requesting Licensee. Again, it would be unreasonable to require payment from the Requesting Licensee when they are not at fault.</p>
Clause 12.1	The reference to "NetCo QP" should be replaced by a reference to "Requesting Licensee".
Clause 12.8	The Requesting Licensee would not be aware of the revocation of the OpenNet ICO by the Authority. For reasons of clarity, we propose to include an obligation on OpenNet to promptly give written notice to the

Clause	Comments
	Requesting Licensee, upon its receipt of the Authority's notification of any revocation of the ICO.
Clause 12.13	In Clause 17, the Requesting Licensee is required to maintain a public liability insurance policy for the duration of the ICO Agreement only. It would be incorrect to require Clause 17 to survive any termination or expiry of the ICO Agreement under Clause 12.13. We propose that the reference to "17" should be deleted from Clause 12.13.
Clause 14.3	It would not be reasonable for liability for <u>direct losses</u> to be excluded. We submit that the exclusion of liability in Clause 14.3 should be limited to <u>indirect losses</u> only. Therefore, if loss of profits, revenue, business, anticipated savings, wasted expenditure and goodwill suffered by a party arising from or in connection with the ICO Agreement are direct losses, such party may make a claim for the same against the other party.
Clause 14.5	We propose to add a sentence that "Neither Party excludes or restricts its liability arising out of its own gross negligence, or willful or reckless breach of this ICO Agreement." Limiting the liability due to gross negligence, or willful or reckless breach would be unreasonable.
Clause 14.6	<p>The references to "Indemnified Party" and "Indemnifying Party" are used incorrectly in this Clause. The Clause should read as follows:</p> <p>"Each Party (Indemnifying Party) must indemnify and keep indemnified the other Party (Indemnified Party), its employees and agents against any Loss (including Consequential Loss) which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a Third Party relating to the Indemnifying Indemnified Party's supply of a Service to the Indemnified Indemnifying Party or the use of a Service by the Indemnified Indemnifying Party or any other person, or any delay or failure of the Indemnifying Indemnified Party to provide a Service other than to the extent that it is the result of a grossly negligent, willful or reckless breach of this ICO Agreement by the Indemnified Party."</p>
Clause 14.9	We strongly believe that this clause should explicitly exclude delays caused by SingTel, by AssetCo or by the suppliers of SingTel or AssetCo. If this is not done, it would be possible for OpenNet to avoid its obligations under the ICO in the event of the non-performance of AssetCo (currently owned 100% by a 30% shareholder in OpenNet).
Clause 16	<p>The Schedules in the ICO already stipulate the Request Quota and Service Activation Periods which OpenNet will adhere to. StarHub therefore believes that it is unnecessary for Requesting Licensees to provide OpenNet with Forecasts. We therefore propose that this clause be deleted in its entirety.</p> <p>In the event that this Clause is retained, we strongly believe that any Forecast provided should be indicative and informational. Clearly, it is in OpenNet's interest to cater to any increase in demand for services.</p>
Clause 17.1	The extent of the public liability insurance coverage is unclear, in

Clause	Comments
	particular whether it is intended to go beyond bodily harm, death and damage to property, as 'broad form' is not defined. It is important to know the key parameters of the insurance coverage.
Clause 19.6	<p>The requirement set out in this Clause is not commercially practical for the following reasons:</p> <ul style="list-style-type: none"> (i) the identity of the Receiving Party's professional advisers and financial advisers / banker may be commercially sensitive, and the Receiving Party may not wish to disclose the same; and (ii) the Receiving Party's professional advisers and financial advisers / banker may not be willing to provide such an undertaking. <p>We therefore believe this clause should be deleted from the ICO.</p>
Clause 19.7	The reference to "related corporation" should be replaced by the reference to "Related Corporation".
Clause 19.10	Interlocutory reliefs may be applied from any relevant court of law under the Dispute Resolution process in Schedule 17. Thus, Clause 19.10 should be revised to make clear that the disclosure may also be made by the Receiving Party to "any court of competent jurisdiction" as part of the Dispute Resolution process under the ICO Agreement.
Clause 19.11	For clarity, it should be added after the end of the clause that such information from the Receiving Party is to provide the Disclosing Party with the opportunity to mitigate or prevent such disclosure.
Clause 21.1	The intent of this clause is unclear. It is unreasonable to restrict the Requesting Licensees from being able to inform its Customers that the Services provided by OpenNet under the ICO Agreement that have been or are being used in conjunction with or for the provisioning of the Requesting Licensees' services. The co-operation of NetCo, OpCo and RSP to bring NGNBN services to end customers is an openly acknowledged and Government encouraged ecosystem. This is a fact.
Clause 22.2	We propose that the prior written consent of the other Party under this clause shall not be unreasonably withheld.
Clause 22.4	Any novation by OpenNet of its obligations under this ICO Agreement to a Third Party should be subject to the prior written approval of IDA, as such change in NetCo has significant implications as to the dynamics of the NGNBN ecosystem. Also, OpenNet is a regulated entity. The novated party may not have such obligations in favour of IDA.
Attachment A, 1 st Paragraph	The reference to "Broadcasting Licensee" should be added to the 1 st paragraph of Attachment A as one of the Requesting Licensees who is eligible to submit the written Notification of Acceptance of ICO to the Authority.
Attachment A, Page 2	StarHub does not see the relevance, nor the need, for Requesting Licensees to inform OpenNet of the services they are licensed to

Clause	Comments
	<p>provide. It should be sufficient for Requesting Licensees to simply indicate to OpenNet the type of licence (FBO, SBO and/or Broadcasting Licensee) that they hold.</p> <p>We therefore propose that the section “The Requesting Licensee is licensed to provide the following types of” to “Others (please specify)” be deleted.</p>
Attachment B, Page 2	Please refer to StarHub’s comments on Attachment A, Page 2 above.
Attachment B, Page 4	StarHub does not see the need to re-provide the information listed for purposes of requesting Additional Mandated Services. We believe that this information would already have been provided to OpenNet at the time of the signing of the ICO. We believe that it is important to remove unnecessary or bureaucratic procedures from the ICO, and we therefore submit that this section should be deleted.
Attachment C, Clause 1	We propose adding the words “under the aforesaid interconnection agreement” after the words “to pay OpenNet on demand all sums of monies which shall any time be due and owing by the Customer to OpenNet”, to make clear that the Bank Guarantee is to secure the performance of the NetCo QP’s obligations under the ICO Agreement only.

SCHEDULES

Clause	Comments
Schedules 1 to 11	
General	StarHub submits that OpenNet should include a diagram in each Schedule to demarcate the various points in its network including the FDF at CO, Building MDF Room, FTTB Node, Distribution Point, Final Distribution Point and First Termination Point. We believe that this would help to establish a clearer understanding of the parties’ responsibilities.
Schedule 1 Clause 1.1	<p>This Clause, as currently drafted appears to exclude a number of types of residential properties.</p> <p>For example, a 2-storey building containing two residential premises is neither a “Residential Landed House” nor a “Residential High Rise Building”. Similarly a 4 storey house, containing a single Residential Premises, is neither a “Residential Landed House” nor a “Residential High Rise Building” (as the definitions currently stand).</p> <p>Given the current definitions, it could be argued that OpenNet has no obligation to serve the types of residential properties referred to above. StarHub respectfully submits that it is necessary to amend this Schedule, as well as Schedule 18, to ensure that all types of residential properties are covered comprehensively.</p>

Clause	Comments
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.1	StarHub submits that OpenNet should be obliged to provide rebates to Requesting Licensees for any failure to meet any Service Level Guarantee that is caused by any reason whatsoever, with the exception of causes due to matters that are beyond OpenNet's reasonable control. We submit that it is unreasonable for OpenNet to limit its obligation to provide a remedy only to failures that are solely caused by OpenNet.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.2	StarHub submits that 14 Calendar Days to make a claim is too short. We believe that 30 Calendar Days is more appropriate.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.3	<p>The rebate should be processed and credited into the Requesting Licensee's account no later than 30 Calendar Days from the date the claim is made.</p> <p>The 30 Calendar Day timeframe should not be counted from the date the claim is approved, because OpenNet may be incentivised to delay the approval process.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.4(i)	The reference to "of an ex gratia nature" should be deleted, as the rebates provided by OpenNet are contractual rebates, akin to liquidated damages for failure to perform its obligations under the ICO Agreement. The rebates are not given out of goodwill or on an ex-gratia basis.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.6(a)	The Service Level Guarantees should be excluded only if the relevant disconnection and/or reconnection was necessitated by a suspension that was due to the fault of the Requesting Licensee. We propose that the clause to be revised to clearly reflect this position accordingly.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.6(c)	If the site-coordinating meeting, Joint Investigation Meeting or fault identification coordination meeting is necessitated due to the fault of OpenNet or upon the request by OpenNet, and findings show that fault lies with OpenNet, then the Service Level Guarantees should be applicable. In this case the Requesting Licensees should be entitled to claim for rebates if OpenNet fails to meet those Service Level Guarantees. We propose that the clause be revised to clearly reflect this position.
<p>Schedules 1, 2, 3, 5, 6, 7, 10, 11 Clause 2.6 (e)</p> <p>Schedules 4, 8, 9 Clause 2.6(d)</p>	StarHub would request that OpenNet provides a list of situations that might be "beyond OpenNet's reasonable control". While we also accept that this list may not be comprehensive, such a list would help to provide clarity to the parties. We would also submit that IDA must be willing to intervene should a dispute arise between OpenNet and the Requesting Licensee as to whether a situation is truly "beyond OpenNet's reasonable control".
<p>Schedules 1, 2, 3, 5, 6, 7, 10, 11 Clause 2.6(f)</p> <p>Schedules 4, 8, 9 Clause 2.6(e)</p>	It would be unreasonable to push the onus on the Requesting Licensee to report any network faults to OpenNet in order for that Licensee to be entitled to claim for rebates. The Requesting Licensee should not be penalised for OpenNet's own network outages. The Service Level Guarantees should apply in the event of an OpenNet network outage, regardless whether a fault report is made by the Requesting Licensee or otherwise.

Clause	Comments
	<p>StarHub further believes that, as best practice, OpenNet should be required to inform all affected Requesting Licensees when there is a service outage on their network. This is to ensure that Requesting Licensees can, in turn, manage the needs of their customers.</p> <p>If this change is not made, not only would it penalize Requesting Licensees, it would also encourage OpenNet to minimize information flows to Requesting Licensees.</p>
<p>Schedules 1, 2, 3, 5, 6, 7, 10, 11 2.6(g)</p> <p>Schedules 4, 8, 9 2.6(f)</p>	<p>For clarity, we propose to insert the words “after due and careful investigation and verification by OpenNet” at the end of the clause.</p> <p>In addition, we also believe that IDA must monitor the frequency in which OpenNet avoids applying the SLGs by claiming that there was “No Fault Found”. In our own commercial arrangements, StarHub has encountered numerous instances where we had encountered service outages on the network of our upstream provider. However, on escalating such faults to the provider, the provider has refused to confirm or deny the fault, but the fault is mysteriously resolved and the provider had imposed a “No Fault Found” charge on StarHub.</p> <p>StarHub believes that without proper monitoring and regulatory intervention, this clause can be abused by OpenNet to avoid applying the SLGs.</p>
<p>Schedules 1, 2, 3, 5, 6, 10, 11 Clause 2.6(h)</p> <p>Schedules 4, 7, 8, 9, Clause 2.6(g)</p>	<p>As a Layer 1 service provider, OpenNet has the ability to ensure that all active connections/circuits are diverted before carrying out scheduled service interruptions. This is the standard industry practice today. Therefore, this clause is not necessary as OpenNet is in full control over such interruptions.</p> <p>StarHub would therefore propose that this clause be deleted.</p>
<p>Schedules 1, 2, 3, 5, 6, 10, 11 Clause 2.6(i)</p> <p>Schedules 4, 8, 9 Clause 2.6(h)</p>	<p>If OpenNet is required to carry out fibre diversion, it must be obligated to ensure that all activated connections/circuits are diverted to alternative paths before carrying out the required diversion. Therefore, any service interruptions will be minimal and is limited to the disconnecting and reconnecting of a cable. This can be carried out expediently. Such diversions are under the full control of OpenNet, and therefore should not be excluded from applicability of the SLGs.</p> <p>StarHub therefore proposes that this clause be deleted.</p>
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 2.8</p>	<p>The scenarios set out below are examples of when SLG rebates may not be an adequate remedy, and they should constitute a breach of the ICO Agreement or the relevant Schedules, giving rise to compensation to the Requesting Licensee not limited to the SLG rebates and a right on the part of the Requesting Licensee to terminate the service and/or the ICO Agreement without liability to OpenNet:</p> <ul style="list-style-type: none"> (i) Major service failure; (ii) Prolonged service failure; and (iii) A significant number of service failures within a period of time.

Clause	Comments
Schedule 1 Clause 3.1(d)	<p>For clarity, there should be an explicit statement that OpenNet must use up all connections within the same splitter before provisioning an additional splitter. This should also include situations where a termination of the connection has occurred, in which case, OpenNet must use up such available capacity before provisioning an additional splitter.</p> <p>StarHub believes that this will ensure that the network capacity is maximized.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 3.1(A)	<p>StarHub submits that there is no reason for OpenNet to breakup its charges for patching into different segments for connection services. Patching is a standard requirement for all such services, and it is industry practice for patching to be included in the overall charge for the service. By breaking up the patching charge into different segments, the cost for the end service will be increased. Therefore, StarHub would propose that OpenNet be required to include patching as part of the overall service charge.</p> <p>Consequently, we would propose that the words “where necessary” be deleted from Schedule 1 Clause 3.1(A)(d), and all similar clauses in other Schedules.</p> <p>We would also propose that the this clause be re-worded to clarify that the patching service is for the entire “split”. Using Schedule 1 Clause 3.1(A)(d) as an example, we would propose the following :</p> <p>“where necessary for each group of twenty four (24) Residential Premises, one (1) Patching Service at OpenNet’s.....”</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 3.1(B)(d)	<p>For clarity, we would propose that this clause to modified to :</p> <p>“where necessary for each group of twenty four (24) Residential Premises, two (2) Patching Service at OpenNet’s.....”</p> <p>The above modification should also apply to similar clauses in the other Schedules.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 5.3	<p>While we appreciate OpenNet’s proposal to cater to increases in the number of orders, StarHub believes that the proposed mechanism can actually be disadvantageous in certain circumstances.</p> <p>Using the SAP of 3 Business Days as an example, if a Requesting Licensee places an order on Friday and this order happens to be beyond the Maximum Quota, but within the additional 30% capacity, then OpenNet would contractually only need to activate this Requesting Licensee’s service 6 Business Days from request date. However, if this request had simply been rolled over to Monday, the connection would have to be activated within 3 Business Days. This means that Requests beyond the Maximum Quota may actually lead to delays in customer connections.</p> <p>To address this point, StarHub would propose that OpenNet be required to retain the same SAP for such requests as those that fall within the maximum Quota.</p>

Clause	Comments
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 5.5(c)</p> <p>Schedule 13 Clause 2.10(g)</p>	<p>StarHub submits that a request that exceeds the maximum quota should not be rejected by OpenNet. Such an approach will lead to activation delays and to dissatisfied customers. Instead, we believe that OpenNet should automatically add such requests to the processing queue for the subsequent week(s). OpenNet should also be required to inform the affected Requesting Licensee and provide the Requesting Licensee with the choice of opting out of or remaining in the queue.</p> <p>We also submit that should the Requesting Licensee choose to opt out of the queue under such circumstances, OpenNet should not be allowed to levy any charges. We would also request that OpenNet provide a monthly report to IDA relating the number of requests submitted, accepted and rejected due to Maximum Quota being exceeded, on a per Requesting Licensee basis. We request that IDA make known such information, whilst masking the identity of each Requesting Licensee. This is to improve the transparency of the process and facilitate non-discriminatory treatment of Requesting Licensees.</p> <p>We would also appreciate IDA's/OpenNet's clarification as to whether OpenNet will increase the weekly request quota should the number of requests consistently exceed the Maximum Quota.</p>
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 4</p>	<p>Whilst we understand that a manual process is necessary before the OpenNet Platform is ready, equivalent information and functionality must be made available to the Requesting Licensees in an expedient manner. The provision of information relating to OpenNet's network rollout, its coverage in terms of Premises Reached, Premises Passed and all other relevant information that is to be provided by the OpenNet Platform must be made available to Requesting Licensees through manual processes even if the OpenNet Platform is not ready. There should be a set (and short) timeframe from moving the interim process to the automated process.</p> <p>OpenNet's proposed process in the ICO requiring the submission of a form in Annex 1A, 2A, 3A respectively is inadequate for the establishment of a vibrant NGNBN eco-system. If Requesting Licensees (and RSPs) have to rely on the submission of Annex 1A, 2A or 3A to determine if there is coverage, and wait for 3 Business Days for a OpenNet's response, it would be extremely difficult for RSPs to market their NGNBN services effectively.</p> <p>OpenNet must provide up-to-date information of its network rollout to Requesting Licensees through alternative means. Whilst functionality such as service provisioning would take time to implement, we believe that a web interface to provide information relating to its network rollout with simple search capability would not take too long. We suggest that at commercial launch, the OpenNet Platform should minimally be ready to provide such basic information. We recognize that order provisioning from the OpenNet Platform may take longer, and we would urge that OpenNet make known the implementation schedule of its OSS/BSS.</p>

Clause	Comments
<p>Schedules 1, 2, 5 Clause 5.6(e) & (f)</p> <p>Schedule 3, 10 Clause 5.6(e) & (g)</p> <p>Schedule 4 Clause 5.6(d) & (e)</p> <p>Schedule 6, 7, 8, 9 Clause 5.6(c) & (d)</p>	<p>OpenNet should have proper records of its network deployment and take up. Therefore, there is no reason for OpenNet to require 3 Business Days to determine whether it has rolled out its Network to a building or whether it has sufficient capacity to cater to the current request. Such timeframes will simply result in activation delays and customer dissatisfaction. As suggested above, the OpenNet Platform should be ready to provide basic information of its network coverage, at commercial launch.</p> <p>Alternatively, StarHub proposes that these clauses be included as part of Clause 5.5, so that OpenNet is obligated to revert within 1 Business Day of application receipt, whether it accepts or rejects an application.</p>
<p>Schedules 1, 2, 4, 5, 6, 7, 8, 9 Clause 5.8</p> <p>Schedules 3, 10, 11 Clause 5.9</p>	<p>StarHub submits that once OpenNet has accepted a request under Clause 5.6, it cannot subsequently reject that request. In this regard, we believe that Schedule 1 Clause 5.8 (or other similar provisions in other Schedules) should be deleted.</p>
<p>Schedules 1, 8 Clause 6.3</p> <p>Schedule 2 Clause 6.5</p> <p>Schedule 9 Clause 6.4</p>	<p>StarHub submits that the stipulated maximum of 15m is too short, especially for Non-Residential Premises. Further, this clause states that where the owner requests for the First Termination Point that exceeds 15m, OpenNet will seek the Requesting Licensee's permission before proceeding. The clause also states that this will result in a new implementation timeline that is not subject to the provisioning SLG. StarHub submits that this process is too disruptive, and would cause inconvenience to the owners of the premises, as well as delays in the provision of services.</p> <p>In order to resolve this, StarHub would propose that OpenNet be required to provide cabling up to a maximum of 50m from the point of entry into the premises. This would reduce the number of cases where cabling needs to be re-scheduled due to the owner requiring cabling the exceeds this length.</p> <p>StarHub would note that as part of our own commercial service, StarHub provides cabling of up to 100m free-of-charge to our customers.</p>
<p>Schedules 1, 7, 8 Clause 6.4</p> <p>Schedule 2 Clause 6.6</p> <p>Schedules 3, 10, 11 Clause 6.2</p> <p>Schedules 4, 5, 6 Clause 6.3</p> <p>Schedule 9 Clause 6.5</p>	<p>The ICO should clarify that the Requesting Licensee is only responsible for paying the Patching Charges, and not for any other work carried out by OpenNet.</p>
<p>Schedules 1, 7, 8 Clause 6.5</p>	<p>The types of "rebates" that OpenNet refers to in this clause are not clear, and can be interpreted to include SLG rebates (which StarHub believes is not the intention). Therefore, for clarity, we submit that</p>

Clause	Comments
<p>Schedule 2 Clause 6.7</p> <p>Schedules 3, 10, 11 Clause 6.3</p> <p>Schedules 5, 6 Clause 6.4</p> <p>Schedule 9 Clause 6.6</p>	<p>OpenNet should state that a Requesting Licensee's right to claim SLG rebates will not be affected.</p>
<p>Schedules 1, 7, 8, Clause 6.6</p> <p>Schedule 2 Clause 6.8</p> <p>Schedules 3, 4, 10, 11 Clause 6.4</p> <p>Schedules 5, 6 Clause 6.5</p> <p>Schedule 9 Clause 6.7</p>	<p>OpenNet states that it will deploy optical fibre based on the ITU-T G.657A standard for in-building installations "where applicable". StarHub would request that OpenNet state the alternative standard(s) that OpenNet will adopt as well as the situations under which OpenNet will find it not applicable to use the G.657A standard. This clarification is needed to provide certainty to Requesting Licensees as to the technical standards they will face.</p>
<p>Schedule 4 Clause 6.6</p>	<p>StarHub would propose that OpenNet state clearly whether its optical power loss of measures apply to all wavelengths (i.e. 1310nm, 1490nm and 1550nm), and if not, we submit that OpenNet must state the measures for each wavelength individually.</p>
<p>Schedules 1, 8 Clause 6.11(e)</p> <p>Schedule 2 Clause 6.13(e)</p> <p>Schedule 3, 10 Clause 6.9(c)</p> <p>Schedules 5, 6 Clause 6.10(d)</p> <p>Schedule 7 Clause 6.11(d)</p> <p>Schedule 9 Clause 6.12(e)</p>	<p>OpenNet will have full visibility over buildings earmarked for demolition or re-construction, and will also have full visibility over its Network rollout status with respect to such buildings. Therefore, OpenNet is in the position to determine whether it has deployed its Network to a reconstructed building at the point of accepting the request (under Schedule 1 Clause 5.5 or similar clauses in other Schedules). OpenNet should therefore be fully liable to compensate Requesting Licensees should it accept a request and subsequently find that it cannot meet the applicable service activation period.</p> <p>StarHub therefore submits that this clause should be deleted.</p>
<p>Schedule 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 7.2</p>	<p>The change of patching connection is a simple task, and should not entail a termination and service activation. Requiring Requesting Licensees to apply for service termination and activation results in Requesting Licensees having to pay OpenNet two charges which, when added together, is exorbitant compared with the simplicity of the task. The amount OpenNet would collect for this work is entirely unrelated to the costs that OpenNet would actually incur.</p> <p>StarHub therefore proposes that the change of patching connection be considered a relocation and that Requesting Licensees should only</p>

Clause	Comments
	pay a single charge. Such a charge should take into consideration that the change of a patching connection only entails unplugging the patch cable from the original point and re-connecting the same patch cable to a new point. Clearly, this does not require a highly skilled person to carry out and therefore should not attract a high tariff.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 8.2	The Requesting Licensee should be liable to make such payment only in the event that the termination of the relevant Connection service is due to the fault of the Requesting Licensee. We do not believe it is reasonable to require payment in those cases which are not the fault of the Requesting Licensee.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 8.3	The Requesting Licensee should be liable to pay the termination charges for the removal of the Patching Service in this scenario only in the event where the termination of the relevant Connection service is due to the fault of the Requesting Licensee. Again, we do not believe it is reasonable to require payment in those cases which are not the fault of the Requesting Licensee.
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 9.5	<p>OpenNet should be required to notify Requesting Licensees of the duration of the scheduled service interruption so that Requesting Licensees can, in turn, inform their own customers. This will enable customers to minimize the impact of the interruptions.</p> <p>In addition, StarHub submits that the timeframe of 3 weeks notification is too short. Requesting Licensees will also need to notify their own downstream customers, which means that end users will have insufficient time to prepare for such scheduled interruptions. We therefore submit that OpenNet should provide at least 1 months' notice in advance of any scheduled service interruptions.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 9.6	<p>StarHub submits that all service interruptions that are end user affecting should be taken seriously. Therefore to minimize inconvenience to end users, all scheduled service interruptions should be carried out between 2am and 6am, regardless of the number of end users/connections affected. From our experience as a network operator, residential end-users' peak usage is expected to last till 2 am and service interruptions occurring before this time can affect a significant number of end users.</p> <p>OpenNet also needs to set out in the ICO the procedures that OpenNet will adopt to ensure that such service interruptions will cause minimal disruption to its services.</p> <p>Further, we submit that, in relation to Schedules 4 and 5, OpenNet should also be required to ensure that the scheduled service interruption does not affect more than 2 CO to CO or 2 CO to MDF Room Connections respectively, at any point of time, per Requesting Licensee.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 9.7	<p>Please refer to our comments on Clauses 2.6(h) and 2.6(i).</p> <p>StarHub believes that as a Layer 1 service provider, OpenNet should be responsible for ensuring that all active connections/circuits are diverted before carrying out scheduled service interruptions. We</p>

Clause	Comments
	<p>believe that such situations are within OpenNet's complete control.</p> <p>In circumstances where a Requesting Licensee has acquired a redundancy services, OpenNet must be obligated to divert the connections to the redundancy service before commencing the scheduled service interruption. OpenNet should not be given any discretion to refuse to assist in such situations.</p> <p>Therefore StarHub would (using Schedule 1 Clause 9.7 as an example) propose that this clause (and similar clauses in other Schedules) be modified to :</p> <p>"Subject to Requesting Licensee acquiring <i>Where a Requesting Licensee has acquired</i> redundancy service, OpenNet would, where possible, provide assistance, at no cost, to Requesting Licensee to divert"</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 9.8	<p>Please refer to our comments on Clauses 2.6(h), 2.6(i) and 9.7.</p> <p>StarHub believes that scheduled service interruptions are within the full control of OpenNet and therefore OpenNet must be required to divert all active connections/circuits to alternative paths before commencing the schedule service interruptions.</p> <p>StarHub therefore proposes that this Clause be deleted, and that an obligation for OpenNet to divert all active connections/circuits before commencing the schedule service interruption be added.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 9.9	<p>StarHub believes that, in situations where such scheduled service disruptions become extensive or prolonged, OpenNet should be liable to compensate Requesting Licensees. StarHub would propose that, for service interruptions that go beyond 6 hours, the SLGs should apply and OpenNet should be liable to compensate Requesting Licensees under the SLG framework.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 11.2	<p>When a fault occurs, it may not be possible for a Requesting Licensee to establish - to any level of certainty - that the fault does not lie within its network before reporting the fault to OpenNet. However, it is not likely that Requesting Licensees will make frivolous fault reports to OpenNet, given that it will then be subject to pay the No Fault Found Charge.</p> <p>StarHub would therefore propose that this clause be modified as follows (using Schedule 1 Clause 11.2 as an example) :</p> <p>"It is the Requesting Licensees' responsibility <i>The Requesting Licensee shall use its reasonable endeavours</i> to determine the source ...".</p> <p>We would note that OpenNet itself adopts the same position in Clause 11.3. We believe that reciprocity is needed between OpenNet and Requesting Licensees on this point.</p>
Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 11.3	<p>In order to enable Requesting Licensees to update their customers on the status of fault restoration/investigation, we submit that OpenNet should be required to provide Requesting Licensees with an hourly</p>

Clause	Comments
	<p>status update of its fault investigation/restoration. Such notification can be made via email.</p> <p>Further, given that network faults are serious matters, we would propose that the word “reasonable” be replaced with the word “best” in this clause.</p>
<p>Schedules 1, 2, 3, 4, 5, 10 Clause 11.4</p>	<p>With the proposed Tie Cable Arrangement proposed in Schedule 12, we believe that it would be difficult to determine the party at fault.</p> <p>We also submit that OpenNet should not charge Requesting Licensees any fees (including escort and physical access charges) if the fault is not attributable to the Requesting Licensee.</p>
<p>Schedules 1, 2, 5, 10 Clause 11.6</p> <p>Schedules 3, 4, 6, 7, 8, 9, 11 Clause 11.5</p>	<p>As explained above, StarHub believes that it is possible for OpenNet to abuse the “No Fault Found” provisions to avoid applying the SLGs. As such, StarHub would propose that OpenNet be allowed to apply the No Fault Found Charge only after a certain percentage of “No Fault Found” outages reported by the Requesting Licensee has been exceeded. In this regard, StarHub would propose that this percentage be set at 20% of the total number of outages reported by a Requesting Licensee in one period.</p> <p>As clarification, this would mean that OpenNet will only impose the No Fault Found Charge if the total number of No Fault Found cases exceeds 20% of the total faults reported by a Requesting Licensee in that period.</p> <p>While StarHub notes that this will not completely eliminate abuse of the reason of No Fault Found, we believe that it will help minimize such abuse.</p>
<p>Schedules 1, 2, 3, 5 Clause 11.8</p> <p>Schedules 4, 6, 7, 8, 9, 10, 11 Clause 11.7</p>	<p>We believe that besides OpenNet’s testing and confirmation, it is also important that the Requesting Licensee confirms the Connection is restored. Clearly, as the Requesting Licensee’s customers are affected, the Requesting Licensee will be in a better position to determine if a Connection has been fully restored.</p> <p>Therefore, StarHub would propose that restoration of a Connection be also subject to confirmation by the Requesting Licensee, in addition to OpenNet’s confirmation.</p>
<p>Schedules 1, 2, 5, 10 Clause 11.7</p> <p>Schedules 3, 4, 6, 7, 8, 9, 11 Clause 11.6</p>	<p>Similar to our comments on Clause 11.9, where OpenNet charges the Requesting Licensee a Joint Investigation Charge, StarHub believes that Requesting Licensees should also be given the ability to impose a similar charge on OpenNet for attending a fault identification coordination meeting.</p> <p>StarHub would propose that for reciprocity, this charge would be similar to the Joint Investigation Charge imposed by OpenNet according to Schedule 15.</p> <p>Further, for the fault identification coordination meeting to be effective and fruitful, the co-operation of both Parties is required. We propose to amend the 2nd sentence to “Each Party <u>The Requesting Licensee</u> shall</p>

Clause	Comments
	provide all reasonable assistance requested by <u>the other Party OpenNet.</u> "
<p>Schedules 1, 2, 5, 10 Clause 11.9</p> <p>Schedules 3, 4, 6, 7, 8, 9, 11 Clause 11.8</p>	<p>A Requesting Licensee will only request for a Joint Investigation if an outage is serious. Therefore, OpenNet should be obligated to attend and make resources available for the Joint Investigation.</p> <p>StarHub would note that as a Layer 1 service provider, it is likely that any outage is due to cable damage, so an OpenNet staff will already be on-site to deal with the damage.</p> <p>Further, as OpenNet will impose a Joint Investigation Charge, Requesting Licensees will not put in frivolous requests for Joint Investigations.</p> <p>Therefore, StarHub would propose that OpenNet be obligated to include, in this section of the ICO, procedures for Requesting Licensees to request Joint Investigation, and also set out clear timelines by which OpenNet will respond. We would propose that OpenNet should be obliged to meet with Requesting Licensees within 2 hours of receiving a request.</p>
<p>Schedules 1, 2, 5, 10 Clause 11.10</p> <p>Schedules 3, 4, 6, 7, 8, 9, 11 Clause 11.9</p>	<p>StarHub submits that this Clause is too onerous. OpenNet cannot be allowed to unilaterally disconnect a Requesting Licensee's connection, without first seeking the Requesting Licensee's consent. The Requesting Licensee is responsible to its own customers, and may need to seek consent from those customers.</p> <p>Therefore, StarHub would propose that OpenNet be required to first seek the consent of a Requesting Licensee before disconnecting the connection.</p>
<p>Schedules 1, 2, 5, 10 Clause 11.13</p> <p>Schedules 3, 4, 6, 7, 8, 9, 11 Clause 11.12</p>	<p>StarHub believes that it would only be appropriate that the MTTR is based only on the services acquired by the individual Requesting Licensee. Therefore, for clarity, StarHub would propose that this clause (using Schedule 1 Clause 11.13 as an example) be modified as follows :</p> <p>"the MTTR shall be the average time OpenNet took to restore the service for all fault incidents for all Residential End-User Connections acquired by <i>the Requesting Licensee</i> under this Schedule..."</p>
<p>Schedule 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 12.1</p>	<p>Consistent with our comments on Clause 5.5(c) of Schedule 1, StarHub submits that the measurement of Service Level Availability should be on a "per Requesting Licensee" basis, and should not be based on "all connections ordered". If OpenNet is allowed to aggregate the Service Level Availability over all connections, Requesting Licensees that order a large number of connections will never be able to enjoy such rebates, as they will have a large (A) number (i.e. denominator).</p> <p>StarHub therefore proposes that OpenNet be required to modify this clause accordingly.</p> <p>StarHub submits that the level of rebate offered by OpenNet (10%) is too low, and is below industry practice. We believe that at such a low</p>

Clause	Comments										
	<p>level, there is no incentive for OpenNet to ensure that it meets its Service Level Availability obligations.</p> <p>StarHub would note that this level of rebate is below industry norms. We further note that SingTel itself offers the following rebates for its DigiNet Service :</p> <table border="1" data-bbox="586 436 1393 596"> <thead> <tr> <th data-bbox="586 436 987 466">Outage (x)</th> <th data-bbox="987 436 1393 466">Rebate</th> </tr> </thead> <tbody> <tr> <td data-bbox="586 466 987 495">6hrs < x <= 12hrs</td> <td data-bbox="987 466 1393 495">10% of monthly rental charge</td> </tr> <tr> <td data-bbox="586 495 987 525">12hrs < x <= 24hrs</td> <td data-bbox="987 495 1393 525">40% of monthly rental charge</td> </tr> <tr> <td data-bbox="586 525 987 554">24hrs < x <= 48hrs</td> <td data-bbox="987 525 1393 554">75% of monthly rental charge</td> </tr> <tr> <td data-bbox="586 554 987 596">X > 48hrs</td> <td data-bbox="987 554 1393 596">100% of monthly rental charge</td> </tr> </tbody> </table> <p>StarHub therefore submits that OpenNet be required to increase the level of rebates offered by it.</p>	Outage (x)	Rebate	6hrs < x <= 12hrs	10% of monthly rental charge	12hrs < x <= 24hrs	40% of monthly rental charge	24hrs < x <= 48hrs	75% of monthly rental charge	X > 48hrs	100% of monthly rental charge
Outage (x)	Rebate										
6hrs < x <= 12hrs	10% of monthly rental charge										
12hrs < x <= 24hrs	40% of monthly rental charge										
24hrs < x <= 48hrs	75% of monthly rental charge										
X > 48hrs	100% of monthly rental charge										
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 12.3</p>	<p>In order to make this Clause more balanced and equitable, we propose to:</p> <p>(i) insert the word “reasonable” before the word “control”; and</p> <p>(ii) after the word “control”, add the sentence “For the avoidance of doubt, scheduled service interruptions shall not constitute a matter which is not within OpenNet’s control.”</p>										
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Clause 16.1</p>	<p>Requesting Licensees should not be required to inform OpenNet of the utilization status of each and every connection, 6 months from activation date. StarHub believes that imposing this requirement on Requesting Licensees is too cumbersome, and would require Requesting Licensees to monitor each and every connection activated in order to provide a report to OpenNet 6 months from activation.</p> <p>However, StarHub understands the reasons to ensure that any connection ordered is utilized. To meet this requirement, StarHub therefore proposes that Requesting Licensees should only be required to inform OpenNet if it fails to use or activate a service to a RSP within 6 months from service activation date.</p>										
<p>Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 Clause 16.3</p> <p>Schedule 10 Clause 16.2</p>	<p>StarHub submits that this Clause is ambiguous, and will create uncertainty for Requesting Licensees. Under this Clause, OpenNet may terminate a licence for a Connection, if “the Requesting Licensee is not providing any service over the ... Connection”. However, it is unclear from this clause whether:</p> <ul style="list-style-type: none"> ➔ If the customer requests a service suspension (for example, if the customer will be traveling overseas), ➔ If a service suspension due to non-payment by the customer; ➔ If the customer simply declines to actively use the service (but continues to pay for the connection) <p>would trigger this Clause. We respectfully submit that this Clause should be clarified, and that the situations set above</p>										

Clause	Comments
	should not lead to the termination of a licence.
Schedules 1, 2, 3, 6, 7, 8, 9, 11 Clause 16.5(b) Schedules 4, 5, 10 Clause 16.4(b)	StarHub believes that a timeframe of 30 Calendar Days would be more appropriate. The reason for this modification is that Requesting Licensees will need to impose a similar condition on their own customers, and a 14 Calendar Day timeframe will not leave sufficient leeway for such customers to correct the breach.
Schedules 1, 2, 3, 6, 7, 8, 9, 11 Clause 16.6(b) Schedules 4, 5, 10 Clause 16.5(b)	StarHub submits that it is too onerous to expect Requesting Licensees to immediately disconnect all equipment. We therefore propose that Requesting Licensees be given at least 5 Business Days to disconnect their equipment.
Schedules 1, 2, 3, 6, 7, 8, 9, 11 Clause 16.6(c) Schedules 4, 5, 10 Clause 16.5(c)	The Requesting Licensee should be liable to make such payment only where the termination of the licence of the relevant Connection is due to the fault of the Requesting Licensee. It would be unreasonable to require payment when the Requesting Licensee is not at fault.
Schedules 1, 2, 3, 7, 8, 9, 10, 11 Clause 16.7 Schedules 4, 5, 10 Clause 16.6	The Requesting Licensee should be liable to make such payment only where the termination of the licence of the relevant connection is due to the fault of the Requesting Licensee. Again, it would be unreasonable to require payment when the Requesting Licensee is not at fault.
Schedules 1, 2, 3, 7, 8, 9, 10, 11 Clause 17.2	<p>StarHub submits that OpenNet's proposed provision of Redundancy Service via the same duct and along the same path is not acceptable. The reason that a Requesting Licensee requires redundancy services is to achieve path diversity so as to ensure that its services will not be affected by physical damage to cables. OpenNet's proposed Redundancy Service does not safeguard against such situations.</p> <p>We would therefore propose that OpenNet be required to provide a Redundancy Service which involves separate ducts and separate duct rows.</p>
Schedules 1, 2, 3, 7, 8, 9, 10, 11 Clause 17.5 Schedules 4, 5, 6 Clause 17.4	This Clause enables OpenNet to effectively refuse to provide Redundancy Services to a Requesting Licensee. StarHub submits that OpenNet should be obligated to provide Redundancy Services upon reasonable request. Where the inability to provide Redundancy Services is due to insufficient capacity, we believe that the provisions in Clause 6.2 (or the equivalent clause in the various Schedules) should take effect. We do not believe that the provision of ICO services should be at OpenNet's discretion.
Schedules 3, 10, 11 Clause 5.6	<p>StarHub believes that a timeframe of 20 Business Days (1 Calendar Month) to carry out a Project Study is too long. This timeline would lead to delays in the provision of services to the Requesting Licensee's own customers, and to customer dissatisfaction.</p> <p>StarHub therefore submits that the Project Study timeframe should be reduced to a maximum of 10 Business Days.</p>

Clause	Comments
Schedule 12 Co-location Service	
Schedule 12 General	<p>As OpenNet only offers standard sizes for racks and space, StarHub submits that it will not require 15 Business Days and 25 Business Days for the Project Study and the Site Preparation respectively. StarHub strongly believes that the entire process from ordering to handing over the co-location space to the Requesting Licensee should not be longer than 30 Calendar Days.</p> <p>We do not believe that the timelines proposed in this Clause accurately reflect the time actually involved in the work. StarHub therefore submits that OpenNet be required to reduce the timeframe for these 2 items accordingly.</p>
Schedule 12 Clause 1.4	<p>StarHub believes that there should be an explicit statement in this Clause that, under such circumstances, Requesting Licensee will not be required to incur any cost of termination or activation in migrating their equipment from the existing co-location space to the alternative/new co-location space. OpenNet should also be liable to pay for all costs incurred in the relocation.</p> <p>Further, OpenNet must notify the Requesting Licensee of any such variation.</p>
Schedule 12 Clause 1.5	<p>OpenNet's liability should not be limited to "grossly negligent, willful or reckless" breaches of the ICO. As the co-location service provider, OpenNet should also ensure that it has insured Requesting Licensees against damage to the Requesting Licensees' equipment. We would note that the situations listed by OpenNet in this clause have a direct bearing on the standards of maintenance carried out by OpenNet on its co-location facilities.</p> <p>Clearly, if OpenNet has failed in its duty to maintain its co-location facilities, Requesting Licensees must have the right to claim against OpenNet for damages to their Co-location Equipment.</p>
Schedule 12 Clause 3.5	<p>StarHub submits that, where the Co-location Request is unsuccessful, and the reason is not due to any action by the Requesting Licensee, the Co-location Ordering Charge should not apply. It is not possible for a Requesting Licensee to determine whether any of the reasons for rejection listed in Clause 3.6 hold true. Therefore, it is clearly not fair to impose such a charge on the Requesting Licensee.</p> <p>Further, it is against industry practice to penalize customers when the inability to provide the service is not attributable to any action on the part of the customer.</p> <p>StarHub therefore submits that this Clause be re-phrased to clarify that the Co-location Ordering Charge is only payable upon successful provision of the service , or - in the case of unsuccessful provision - is only payable if the cause of non-provision is directly attributable to the Requesting Licensee.</p>

Clause	Comments
Schedule 12 Clause 3.6(a)	<p>StarHub submits that as a competent network operator, OpenNet would have information about space availability at its COs on-hand. Therefore, OpenNet should not require 3 Business Days to determine whether space is available at its CO, but should be able to do so at the point of accepting or rejecting an application under Clause 3.4.</p> <p>The proposed 3 Business Days would simply delay – without justification – the launch of services by the Requesting Licensee. StarHub therefore proposes that this Clause be taken into account under Clause 3.4.</p>
Schedule 12 Clause 3.6(d)	<p>StarHub believes that OpenNet should make known on its website, and any online platform accessible by Requesting Licensees, any CO it intends to decommission at least 18 months in advance. This will ensure that Requesting Licensees have adequate information for their own planning. Clearly, Requesting Licensees should not have to apply for a Co-location service to find out that OpenNet has plans to decommission its CO. StarHub would note that this timeframe is inline with IDA's decision on the "Decommissioning of Co-location Sites under SingTel's Reference Interconnection Offer" dated 7 June 2007.</p> <p>Further, we believe that OpenNet should be able to easily determine whether a CO is due for de-commissioning and will not require 3 Business Days to revert to Requesting Licensees. StarHub therefore submits that this reason for rejection be taken into account under Clause 3.4.</p>
Schedule 12 Clause 3.7	<p>We believe that the provision of co-location space is a fundamental service of a Layer 1 service provider. Therefore, we would submit that OpenNet must put in place a process for ensuring that there is sufficient co-location space available. If OpenNet can decline to provide co-location space or can avoid providing SLGs on co-location space, this could severely disrupt a Requesting Licensee's ability to provide its services.</p>
Schedule 12 Clause 4 and 5	<p>Please refer to our comments on Schedule 12 General.</p>
Schedule 12 Clause 6.5	<p>StarHub submits that the OpenNet's proposal could lead to disputes, as the demarcation of responsibility between parties is not clear.</p> <p>In order to resolve this, StarHub would propose that OpenNet be required to terminate the Transmission Tie Cables at OpenNet's FDF. The Requesting Licensee will then provide the Patch Cables with one end terminated (patched to) at the Requesting Licensee's FDF. OpenNet will then patch the other end of the Patch Cable to its FDF.</p> <p>StarHub believes that this proposal provides a clear demarcation of responsibilities between the parties, with each party being responsible up to its own FDF.</p> <p>However, should IDA not accept StarHub's proposal and decide to keep to the current proposal by OpenNet, StarHub then believes that the points below need to be taken into consideration.</p>

Clause	Comments
	<ul style="list-style-type: none"> ➔ For clarity, we believe that there should be an explicit statement that OpenNet will provide the equipment for cable splicing. ➔ StarHub also believes that OpenNet must compensate Requesting Licensees for any damage done to the Requesting Licensee's equipment while OpenNet is performing the splicing works at the Requesting Licensee's FDF. ➔ As drafted, it is not clear as to the demarcation of responsibilities between the Requesting Licensee and OpenNet. StarHub would propose that this demarcation point be at the Transmission Tie Cable port at the Requesting Licensee's FDF. OpenNet should state this clearly in the ICO as well as include a diagram to clearly illustrate such demarcation points. ➔ Finally, we believe that OpenNet should not charge Requesting Licensees for physical access or escort services if the purpose of accessing the co-location space is for fault investigation/rectification, and the fault is found to be not attributable to the Requesting Licensee. In this scenario, OpenNet should compensate Requesting Licensees for costs incurred in the fault investigation.
Schedule 12 Clause 6.7	StarHub believes that OpenNet should be flexible in offering different connectors, instead of requiring Requesting Licensees to use <u>only</u> SC/APC (angle polished) connectors. Based on StarHub's experience, another commonly used connector is the UPC ("ultra polished connector") connector. Alternatively, OpenNet should allow the use of SC/APC to SC/UPC connectors which StarHub currently uses on our network. We would therefore request that OpenNet revises this clause to allow such flexibility.
Schedule 12, Clause 6.8(a)	<p>The indemnity should only cover loss or damage to property: (i) located at the relevant Central Office (and not anywhere else); and (ii) that is caused by the gross negligence, or willful or reckless act or omission, of the Requesting Licensee's employees or contractors.</p> <p>This is consistent with Clause 1.5 of this Schedule, which provides that OpenNet is not responsible for the Requesting Licensee's Co-Location Equipment caused by fire, etc. other than to the extent that they are the result of a grossly negligent, willful or reckless breach of the ICO Agreement by OpenNet.</p>
Schedule 12, Clause 6.9	OpenNet's discretion should be expressly stated to be exercised reasonably in such a scenario.
Schedule 12, Clause 9.2(b)	For consistency with the rest of the Schedules, StarHub submits that it is necessary to add (after the end of the paragraph) the sentence "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)."
Schedule 12 Clause 9.5	As the de-commissioning of a CO is a major exercise for a network operator, StarHub submits that OpenNet would already commence

Clause	Comments
	<p>planning for the de-commissioning at least 6 – 12 months before the targeted de-commissioning date. Therefore, OpenNet should be required to provide Requesting Licensees at least 18 months' notice of its intended de-commissioning. Further, OpenNet must be required to offer affected Requesting Licensees an equivalent alternative co-location site, and OpenNet should not impose any additional charges (processing charges, ordering charges, etc) for the migration of the Requesting Licensees' co-location space. OpenNet shall be liable for all costs incurred in relation to the relocation (including costs incurred by the Requesting Licensee's QPs, if any) by the Requesting Licensees.</p>
<p>Schedule 12, Clause 9.7(a)</p>	<p>StarHub submits that it would be unreasonable to require the Requesting Licensee to remove its Co-Location Equipment from the Co-Location Space immediately, given that OpenNet has the ability to terminate immediately for causes other than a fault by the Requesting Licensee and the Requesting Licensee would be caught unawares. The Requesting Licensee should instead be required to effect this removal as soon as practicable after the termination of the licence of Co-Location Service.</p>
<p>Schedule 12, Annex 12A, Clause 4(c)</p>	<p>We propose to delete the reference to “of an ex gratia nature”, as the rebates provided by OpenNet are contractual rebates, akin to liquidated damages for failure to perform its obligations under the ICO Agreement. The rebates are not given out of goodwill or on an ex-gratia basis.</p>
<p>Schedule 12 Annex 12D Clause 1.1.2</p>	<p>Given the rapidly changing technological developments of equipment, StarHub believes that OpenNet should not restrict the types of racks that can be installed in the co-location space, but should allow Requesting Licensees the flexibility to use different racks. We do not believe that artificial limitations should be imposed on the operations of the Requesting Licensee.</p>
<p>Schedule 12 Annex 12D Clause 1.1.3</p>	<p>StarHub submits that it is not industry practice to require Requesting Licensees to engage Professional Engineers for the purpose of computing the actual floor loading. This measure would only serve to increase the costs incurred by Requesting Licensees. Instead, OpenNet should stipulate the maximum weight that a Requesting Licensee's equipment (including racks) can have within the co-location space. The Requesting Licensee will then only need to provide OpenNet with a breakdown of the weight of all the equipment it has deployed. This approach – which is inline with industry practice – will avoid the imposition of unnecessary costs.</p>
<p>Schedule 12 Annex 12D Clause 1.7.4</p>	<p>Requesting Licensees should not have to pay OpenNet for deploying its staff to carry out inspections on Requesting Licensees, especially since such inspections are the requirements of OpenNet, and are - in StarHub's opinion - unnecessary. If OpenNet chooses to deploy its staff to carry out such inspections, OpenNet should bear its own cost of such inspections. StarHub submits that the layering of such unnecessary costs only serves to increase the cost to Requesting Licensees. StarHub strongly believes that this clause should be deleted.</p>

Clause	Comments
Schedule 12 Annex 12E Clause 1.1.7	We respectfully believe that the words "Singapore Telecom" should be replaced with the word "OpenNet". The Requesting Licensees will be contracting with OpenNet, and OpenNet's relationship with Singapore Telecom should be entirely transparent to Requesting Licensees.
Schedule 12 Annex 12F Clause 1.8.1(c)	StarHub believes that the limit of 4 persons for physical access is too restrictive and will result in longer work hours, and consequentially higher costs for Requesting Licensees. We would propose that OpenNet revise the maximum number of persons accessing the co-location space to six (6).
Schedule 12 Annex 12F Clause 1.8.4	<p>It is standard industry practice for co-location space to be under 24-hour surveillance by security cameras. Therefore, it is unnecessary for OpenNet to provide escorts for physical access to co-location space. This only serves to increase the cost to Requesting Licensees.</p> <p>StarHub therefore proposes that the ICO be changed so that no escort services will be required, and consequently all charges associated with escort services be removed.</p>
Schedule 12 Annex 12F Clause 1.11.4	Similar to our comments on Schedule 12 Annex 12D Clause 1.7.4, StarHub submits that the attendance of OpenNet's staff for such purposes is unnecessary. Therefore if OpenNet chooses to deploy its staff for such activities, OpenNet should bear its own costs. StarHub submits that this clause should be deleted.
Schedule 13 Patching Service	
Schedule 13 Clause 2.1	<p>It is not reasonable, nor is it in line with industry practice, to penalize customers for unsuccessful provision of a service when the reason for the failure is not attributable to the customer. Therefore, Requesting Licensees should not be penalized for unsuccessful provision of the Patching Service, if the fault does not lie with the Requesting Licensee.</p> <p>StarHub proposes that this Clause be modified accordingly to reflect this intent.</p>
Schedule 13 Clause 3.2	Similar to our comments on Schedule 13 Clause 2.1, we submit that this Clause should be modified so that the Ordering Charge is only applicable where the PSDR is unsuccessful, and the failure is attributable to the Requesting Licensee.
Schedule 13 Clause 4.4	Please refer to our comments on Schedule 12 Clause 6.7.
Schedule 15 Charges	
Schedule 15 Clause 12.2.1	StarHub would seek OpenNet's clarification as to whether the space computation is for the equipment footprint only, or if it also includes the work space as well.
Schedule 15 Clause 12.8.1	StarHub submits that OpenNet should provide a standard charge for Physical Access/Emergency Physical Access Charge. There is no

Clause	Comments
	reason why such a charge should be calculated on a case-by-case basis.
Schedule 15 Clause 12.14.1	We believe that OpenNet should clarify whether this charge is on a “per splice” basis or a “per order” basis.
Schedule 16 Billing	
Schedule 16, Clause 3.2	StarHub respectfully believes that the interest rate for overdue amounts should be set at 2%, not 6%. We would note that RIO also adopts an interest rate of 2%. We believe that a 6% interest rate would be unwarranted.
Schedule 16, Clause 4.2(ii)	The ICO does not have a definition of ‘eBill’ or any provision describing the eBill process. It is therefore important for there to be greater clarity on the eBill process in Schedule 16.
Schedule 16 Clause 4.3(iii)	The timing for when eBills are deemed received by the Invoiced Party must be clearly stated. Any eBill should be deemed to be received when it successfully reaches the Invoiced Party at its designated email address and is capable of being retrieved by the Invoiced Party in a readable form at the email address.
Schedule 16 Clause 4.4	<p>The word “from” should be replaced with “with”.</p> <p>The reference to “service level guarantee” should be replaced with “Service Level Guarantees”.</p> <p>The reference to “calendar day” should be replaced with “Calendar Day”.</p> <p>The 30-Calendar Day period should start from the first day immediately after the end of the relevant calendar month in which the Service Level Guarantees are measured. This will be consistent with the provisions in respect of the same subject matter in the Schedules.</p> <p>We propose to delete the reference to “of ex gratia nature”, as the rebates provided by OpenNet are contractual rebates, akin to liquidated damages for failure to perform its obligations under the ICO Agreement. The rebates are not given out of goodwill or on an ex-gratia basis.</p> <p>We propose to delete the sentence “Except for the claims that the Invoiced Party may make as above, the Invoicing Party shall not be liable to the Invoiced Party or any person claiming through the Invoiced Party for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, such as, but not limited to, loss of profits or business.” This is to avoid confusion and uncertainty, as the regime on liability has already been set out in the main body of the ICO Agreement.</p>
Schedule 16, Clause 5.2	We submit that the six (6)-month period is too long for rectification of any billing errors, including the consequential adjustments to the Charges payable by the Invoiced Party. We propose two (2) months

Clause	Comments
	from the issue date of the relevant invoice as a reasonable rectification period.
Schedule 16, Clause 5.3	Consistent with Clause 5.2, it would be reasonable for the Invoiced Party to mutually have a two (2)-month period for the Invoiced Party to notify the Invoicing Party and rectify any of its overpayment errors.
Schedule 16, Clause 5.4	We propose to delete the words “without interest” and replace with “with interest at the rate specified in Clause 3.2”.
Schedule 16, Clause 7.1	We propose that where a genuine billing dispute is in question, the Invoiced Party should not be required to pay interest on the amount payable if the dispute is resolved against the Invoiced Party, as it would not be reasonable to do so.
Schedule 16, Clause 8.1	<p>This Clause should be revised to make it clear that the requesting Party should not be charged late payment interest on the disputed amount for the period in which the Joint Investigation is conducted. The requesting Party will be dependent on the other Party to perform certain tasks in the Joint Investigation which the requesting Party has no control over, and this will directly impact the completion timeline of the Joint Investigation.</p> <p>This Clause refers to “test leases”, but the meaning of this term is unclear. StarHub would submit that this Clause should be amended to clarify this term.</p>
Schedule 17 Dispute Resolution	
Schedule 17 Clause 2.2	The proposed ten (10) day period is impractically short, and would give the Parties insufficient time to reach an agreement, particularly if the mode of communication is by way of correspondence exchange and reasonable detail of the basis and justification of the dispute is required to be set out in the correspondence. We would therefore propose fifteen (15) Business Days as a reasonable initial period for the Parties to resolve the dispute.
Schedule 17 Clause 6.10	The Arbitrator should not be precluded from exercising its power to appoint any experts, particularly where the issues in dispute are complex and/or relate to a specialised field. Clause 6.10 should be revised to give the Arbitrator the right to appoint one or more experts to report to it on specific issues to be determined by the Arbitrator.
Schedule 17 Clause 6.12	We propose that if the disputes arise from a series of related events, the relevant arbitration proceedings should be permitted to be consolidated and concurrent hearings be held, for efficacy.
Schedule 17 Clause 6.14	StarHub submits that there is no legitimate reason to limit Clause 6.14 to OpenNet only. Clause 6.14 should therefore be revised to reflect that neither the Requesting Licensee nor OpenNet should be precluded from applying for urgent interlocutory relief from any court of competent jurisdiction.

Clause	Comments
Schedule 17 Clause 6.16 (New)	StarHub believes that an additional Clause is needed to clarify and preserve the Parties' right to enforce any arbitral award by using the Courts.
Schedule 18 Dictionary	
Building MDF Room	For clarity reasons, StarHub submits that OpenNet should provide a definition for "Building MDF Room".
Residential High Rise	These definitions do not reflect the current housing styles in Singapore. Today, two-storey shophouses with two Residential Premises, and four-storey landed homes (due to such homes having a basement and an attic) are common.
Residential Landed	This definition does not work as currently, many residential end-users work from their Residential Premises.

Comparisons with NetCo Interconnection Code

The Code of Practice for Next Generation National Broadband Network, NetCo Interconnection, Appendix 1 (Minimum Requirements for ICO), sets out the terms and conditions that are required to be included in the NetCo ICO.

The table below sets out the terms and conditions which have not been so included in OpenNet's ICO, and need to be included.

Clause (as per NetCo Interconnection Code 2009)	Description of Terms and Conditions
Clause 14.1	The ICO may state that the NetCo has the right to make reasonable tests, and to schedule service interruptions. The ICO shall set out the procedures the NetCo will take to minimize disruptions.
Clause 15.1	If the NetCo initiates any changes to the System (a "System Change") that affects any Mandated Service used by a Qualifying Person, the NetCo shall notify the Qualifying Person and bear the costs of the System Change and only those changes that are consequently necessary for the Qualifying Person to make to continue to provide the Mandated Service in substantially the same manner as it did before the System Change.
Clause 17	The ICO shall set out the contact and location details of NetCo's Network Operations Centre together with a statement that the Qualifying Person may contact the Network Operations Centre in the event of a service related fault or to request service activation.
Clause 18.1(a)	The ICO shall set out clearly the method and format of data interchange between the Qualifying Person and NetCo, including data interfaces, software and forms.
Clause 18.2(a)	The ICO shall clearly specify all data types and systems for which data

	is to be interchanged, including for example, new facilities and service orders, network changes and forecasts, and billing.
Clause 18.3(a)	The ICO shall clearly set out the procedures for obtaining access to End-User information held by NetCo and ensuring confidentiality of any End-User information.
Clause 20.7(a)	The NetCo shall warrant that it shall not place any devices on the Wireline to restrict or constrain the use of the Wireline.
Clause 20.9	<p>(a) The ICO shall include a provision stating that the parties may jointly request IDA to provide conciliation to assist them in resolving any dispute.</p> <p>(b) The ICO shall detail the procedure to be followed by the parties for the resolution of disputes and conciliation, which shall be consistent with the terms of the NetCo's Licence and which may be done by reference to the Manual published on the NetCo's Website.</p>

E. Conclusion

StarHub welcomes the opportunity to comment on OpenNet's proposed ICO.

It is StarHub's understanding that the purpose of the NGNBN initiative is to promote a vibrant broadband environment, supported by high penetration and creative services. However, we would submit that, as drafted, the ICO appears to be drafted with an incumbent mindset, and not from a company that is keen to ensure a high take-up of its services.

We believe that, in reviewing OpenNet's ICO, IDA must expect OpenNet to be more commercially-minded and to provide customer-friendly agreements, similar to that offered by telecom companies to retail and commercial customers.

StarHub has provided our comments and suggestions on how the ICO can be improved and looks forward to working with IDA to ensure that the NGNBN objectives can be achieved.