

CONFIDENTIAL



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Ms Aileen Chia
Deputy Director-General (Telecoms & Post)
Infocomm Development Authority of Singapore
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No. of pages: 6

Dear Ms Chia,

**INTERCONNECTION OFFER FOR THE PROVISION OF SERVICES ON THE
NEXT GENERATION NATIONWIDE BROADBAND NETWORK - NETWORK
COMPANY**

- (I) PROPOSED MODIFICATIONS TO OPENNET'S OBLIGATION TO
TEST OPTICAL PERFORMANCE OF FIBRE CONNECTIONS**
- (II) PROPOSED OSS/BSS CONNECTION & PROFESSIONAL SERVICE**

1. Attached is M1's response to IDA's consultation on the above. A soft copy of the paper has also been sent via e-mail.
2. Please do not hesitate to contact us if you require any clarification on the attached or any further input.

Yours sincerely,

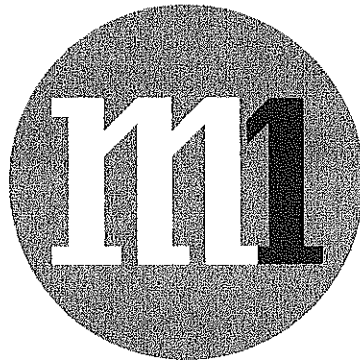
A handwritten signature in black ink, appearing to read 'Chan Sock Leng'.

Chan Sock Leng (Mrs)
Director
Human Resource and Corporate Development

M1'S RESPONSE TO IDA'S CONSULTATION PAPER ON

- (I) PROPOSED MODIFICATIONS TO OPENNET'S OBLIGATION TO TEST OPTICAL PERFORMANCE OF FIBRE CONNECTIONS**

- (II) PROPOSED OSS/BSS CONNECTION & PROFESSIONAL SERVICE**



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ANNEX 1: M1'S RESPONSE TO IDA'S CONSULTATION PAPER ON

(I) PROPOSED MODIFICATIONS TO OPENNET'S OBLIGATION TO TEST OPTICAL PERFORMANCE OF FIBRE CONNECTIONS

(II) PROPOSED OSS/BSS CONNECTION & PROFESSIONAL SERVICE

Schedule & Section/ Paragraph Number	Description	Views/Comments
Schedule 1, Section 2.6(d)	"OpenNet needs to obtain or maintain any licence ... shall always be excluded;"	With the building owners/management now mandated to facilitate OpenNet's installation at premises, the responsibility should lie with OpenNet to enforce it. Hence, such scenarios should not be excluded from the Service Level Guarantees ("SLGs") or the compensation associated with breaching the SLGs.
Schedule 1, Section 6.10(a)	"Delay in the granting of permission from or permission is not granted ... within the said building;"	
Schedule 1, Section 2.6(g)	"OpenNet network outages for which the Requesting Licensee has not reported a fault;"	Responsibilities for the detection of network outages should lie with OpenNet and not the Requesting Licensee. Scenarios related to network outages should not be excluded from Service Level Guarantees.
Schedule 1, Section 4.2	"Relocation of the Residentail End-User Connection is not allowed. In the event that ... at the new Residential Premise in accordance with this Schedule."	M1 propose to allow for relocation as this clause is not in line with current market practices especially since there is a minimum contract term of twelve (12) months. Not allowing relocation of the service effectively penalises End-User and/or Retail Service Provider ("RSP") for moving house.
Schedule 1, Section 5.4	"Within three (3) Business Days of the Request Date and subject to clause 5.2, ... shall be extended to within ten (10) or forty (40) Business Days of the Request Date:"	M1 propose to reduce all notification of acceptance/rejection of requests to one (1) Business Day regardless of the stated reasons or where there is insufficient capacity. As End-Users would typically apply leave or make special arrangements for the installations, a longer timeframe may lead to insufficient time for the Requesting Licensee to inform the RSP who need to in turn inform the End-User of any change/rejection before the RFS date.
Schedule 1, Section 5.5	"If there is sufficient capacity to provide the Residential End-User Connection pursuant to clause 6.1, ... whether the Residential End-User Connection has been successfully set up."	
Schedule 1, Section 6.1	"Subject to clauses 5.2, 5.3, 5.4 and 6.2, ... during the Requesting Licensee's preferred session."	M1 propose to have a real time scheduler that can be used by both Requesting Licensee and RSP for scheduling appointments to give accurate information to the End-User.
Schedule 1, Section 6.2	"Where there is sufficient capacity to provide the Residential End-User Connection, OpenNet shall subject to clause 5.2 provide the Residential End-User Connection: (a) within ten (10) Business Days ... of the Residential Premise; or"	This delay in activation may not be acceptable to End-User since service is not rendered in time accordance with the Service Activation Period as promised. Depending on OpenNet's operational considerations, M1 propose that the ten

	(b) within forty (40) Business Days from the receipt of a valid Request ... and the First Termination Point of the Residential Premise.”	(10) and forty (40) Business Days timeframe mentioned in Section 6.2 (a) and (b) be reduced as much as possible to minimise the delay. Moreover, we are of the view that it is only reasonable for OpenNet to waive all charges (including penalty for termination of connection) on the connection if the End-User terminates a contract or connection because of this prolonged delay.
Schedule 1, Section 6.3	“If the owner of a Residential Premise requests the installation of internal cabling that exceeds 15 metres ... ,such deployment shall be provided by a third party.”	Whenever possible, delays in the implementation of the service should be minimised especially since End-User may have taken leave/to avail themselves for the installation. We propose that OpenNet should proceed with the internal cabling that exceed 15 metres as long as the End-User is agreeable with the additional costs so that the End-User will not need to reschedule another appointment for the installation. To avoid any payment issues, we propose that OpenNet and/or its contractors to charge the End-User directly for this work.
Schedule 1, Section 6.10(e)	“The service activation date is delayed due to a fault discovered during the Requesting Licensee’s initial installation of its equipment.”	If the fault is due to OpenNet’s failure, OpenNet should take responsibility and be penalised especially since additional resources may be incurred by Requesting Licensee to make another trip for the equipment installation and this will also cause inconvenience to the End-User.
Schedule 1, Section 8.1	“Subject to the minimum contract term, the Requesting Licensee may terminate the Residential End-User Connection by giving OpenNet not less than one (1) month prior written notice.”	A one (1) month notice for termination is not in line with current market practice. End-User will find it unreasonable to impose a one (1) month notice to terminate the service with RSP and it is unreasonable to expect Requesting Licensee/RSPs to absorb the monthly recurring charge for this period. We propose the removal of this one (1) month notice for termination.
Schedule 1, Section 8.2	“If the Residential End-User Connection service is terminated by the Requesting Licensee ... for the remainder of the minimum contract term.”	M1 propose to allow for relocation as this clause is not in line with current market practices especially since there is a minimum contract term of twelve (12) months. Not allowing relocation of the service effectively penalises End-User and/or Retil Service Provider (“RSP”) for moving house.
Schedule 1, Section 14.1	“The minimum contract term for a Residential End-User Connection shall be twelve (12) months starting from the service activation date of the Residential End-User Connection.”	To align with IDA’s guidelines, Early Termination Charges imposed by OpenNet to End-User should exclude any cost that OpenNet would avoid because of the termination.

Schedule 14, Section 4.1	“OpenNet will provide the standard functionality of the OSS/BSS interface ... in Clause 3.2 above.”	For the avoidance of doubt, this clause should state that OpenNet is to provide sufficient APIs specification documentation that will enable the Requesting Licensee to develop the interface programs at Requesting Licensee’s systems to connect to OpenNet’s platform.
Schedule 14, Section 4.5	“Requesting Licensee will not be able to use the same account to interact with OpenNet’s APIs simultaneously.”	Given that this is a host-to-host interface, it is not reasonable to impose the restriction that the same account cannot be used simultaneously.
Schedule 14, Section 5.13 (c)	“The hardware resources are not available or user account limit has been reached;”	Please clarify the definition of “user account limit” and the reason for this limitation.
Schedule 14, Section 5.14	“Where OpenNet is unable to offer the OSS/BSS Connection due to unavailability, ... to provide for additional accounts.”	In any case, provision for additional accounts should not require the complex procedures under OBPS, and should be provided as a Standard Service.
Schedule 14, Section 8.3	“OpenNet shall use its reasonable endeavours to complete the OSS/BSS Professional Services Work ... revised price estimate.”	Given that OpenNet has completed a detailed Project Study, it is not reasonable for OpenNet to subsequently increase the charges for its Professional Services Work anytime during the project implementation. This causes uncertainty for the Requesting Licensee in budgeting its costs. M1 suggest for Section 8.3 (Schedule 14) to be removed or amended to allow OpenNet to provide a revised price estimate within fifteen (15) Business Days after the commencement of OSS/BSS Professional Services Work.
Schedule 14, Section 8.9	“OpenNet will provide the support for OSS/BSS Professional Services for a period of one (1) month from the date of final acceptance.”	A one (1) month support for OBPS is too short for the Requesting Licensee to identify bugs/defects with OpenNet’s deliverable. We propose a minimum of six (6) months support from the date of final acceptance. When OpenNet is notified of a bug/defect in its deliverable and proceeds to rectify it, OpenNet should provide support of its deliverable for an additional three (3) months period after the rectification to ensure that the issue is fully resolved.
Schedule 14, Section 9.9	“Where the Requesting Licensee has lodged with OpenNet a fault report ... according to Schedule 15 (Charges).”	The Joint Investigation Charge is not specified in Schedule 15 under Section 14.

Schedule 14, Section 9.10	“The Requesting Licensee acknowledges that OpenNet may temporarily disconnect the Requesting Licensee’s OSS/BSS Connection ... for the temporary disconnection.”	Temporary disconnection to OpenNet’s platform may cause disruption to the Requesting Licensee’s operations. The decision to temporarily disconnect the Requesting Licensee’s OSS/BSS Connection and the timeline of the disconnection should be a joint decision between OpenNet and Requesting Licensee unless under the circumstances of unexpected system failure.
Schedule 14, Section 13.5	“OpenNet may terminate the licence ... from the date of receipt of such request.”	Please clarify the definition of “complete the connection of its OSS/BSS platform” and the criteria for this condition, to avoid any ambiguity.
Schedule 14, Section 13.8	“OpenNet may terminate the licence ...and the Requesting Licensee does not dispute such written notice by OpenNet.”	Please clarify the definition of “removes or abandons its OSS/BSS Connection Service” and the criteria for this condition, to avoid any ambiguity.
Schedule 14, Section 13.11	“If the Requesting Licensee fails to discontinue the use ... with the work undertaken by OpenNet pursuant to this Clause 13.10.”	The “Clause 13.9 (a)” mentioned in this Section does not exist.