

19 May 2011

Info-communications Development Authority of Singapore
10 Pasir Panjang Road
#10-01 Mapletree Business City
Singapore 117438

Attention: Ms Aileen Chia
Deputy Director-General (Telecoms & Post) *sent*

Dear Ms Chia

**SUBMISSION IN RESPONSE TO PROPOSED MODIFICATIONS TO
OPENNET'S OBLIGATION TO TEST OPTICAL PERFORMANCE OF FIBRE
CONNECTIONS AND PROPOSED OSS/BSS CONNECTION &
PROFESSIONAL SERVICE**

1. Singapore Telecommunications Limited (**SingTel**) is pleased to respond to the Info-communications Development Authority of Singapore (**IDA**) request for submissions in respect of the proposed modifications to the OpenNet Pte Ltd (**OpenNet**) Interconnection Offer (**ICO**), in particular proposed changes to OpenNet's obligation to test the optical performance of fibre connection and the proposed introduction of the OSS/BSS Connection & Professional Service (together the **Proposed ICO Changes**).
2. SingTel's comments on the Proposed ICO Changes are set out below.

Comments on Schedule 1 of the ICO – Residential End User Connection Service

3. OpenNet has proposed the introduction of a new regime for the joint investigation of faults, (proposed clause 6A), requiring the Requesting Licensee (applicable when it performs the installation within 2 business days of the date of handover of the first termination point), if it detects a fault at the time of its initial installation of active equipment within the residential premises, to perform a series of checks to identify the nature of fault.

4. SingTel submits that all of OpenNet's proposed checks should be removed. The checks in proposed clause 6A.1 are overly onerous. A mechanism where the Requesting Licensee is liable for Onsite Charges where it is determined that the fault lies within the Requesting Licensee's network and/or where the fault is caused or occasioned by the Requesting Licensee provides sufficient incentive to the Requesting Licensee to perform the relevant checks prior to reporting a fault to OpenNet. It also serves to deter the Requesting Licensee from making frivolous fault reports and lodging requests for a joint investigation.
5. However, in the event that the IDA is of a mind to require certain checks be undertaken, then SingTel would request the adoption of the changes proposed below.

Check criteria to be applied by Requesting Licensee before it can request a joint investigation is problematic

6. While some of the checks identified in proposed clause 6A.1 of Schedule 1 are checks that would be conducted in any event and could be readily conducted by installers while at the relevant residential premises, this is not the case for all the proposed checks.
7. In particular, the requirement in proposed clause 6A.1(d) of Schedule 1 that the Requesting Licensee has to verify all other connections within the RL's co-location are correctly patched would require the Requesting Licensee to request emergency physical access to the co-location space, which may take more than an hour. The process of verifying "all other connections" within the Requesting Licensee's co-location is also likely to be costly, time consuming and tedious, and would render the IDA objective of resolving faults at the time of initial installation of active equipment within the residential premise ineffective.
8. We would recommend, at a minimum, the deletion of the particular check in proposed clause 6A.1(d).
9. We would also recommend making the checks identified within proposed clause 6A.1 a definitive list of activities, rather than a non-exhaustive list (as is currently drafted to be "including, but not limited to"), as a non-exhaustive approach is likely to raise the potential for disagreement between OpenNet and the Requesting Licensee as to what additional checks would be appropriate in

particular circumstances (or should have otherwise been performed by the Requesting Licensee prior to raising a fault with OpenNet).

Circumstances in which On Site Charges may be levied

10. SingTel is concerned about the scope of proposed clause 6A.4(b) of Schedule 1, which permits OpenNet to impose Onsite Charges on the Requesting Licensees in circumstances where the fault is ultimately attributable to the OpenNet network.
11. SingTel agrees that the Requesting Licensee should be liable for Onsite Charges where it is determined that the fault lies within the Requesting Licensee's network and/or where the fault is caused or occasioned by the Requesting Licensee. Such a mechanism provides sufficient incentive to the Requesting Licensee to perform the relevant checks prior to reporting a fault and would also deter the Requesting Licensee from lodging frivolous requests for a joint investigation.
12. However, SingTel does not consider that it is appropriate for the Requesting Licensee to be liable for the Onsite Charges in circumstances where OpenNet is ultimately responsible for the fault. OpenNet's proposed charging regime effectively seeks to impose liability on the Requesting Licensee notwithstanding the fact that it is OpenNet that is ultimately responsible for the fault.
13. In addition, when such a charging structure is coupled with the non-exhaustive list of checks that need to be conducted by the Requesting Licensee under proposed clause 6A.1, such an approach also creates a potential for disagreement about whether the Requesting Licensee has conducted the relevant checks properly or whether additional (unspecified) checks should have also been performed in the circumstances.
14. To address these concerns, SingTel requests that proposed clause 6A.4 be amended to include an explicit statement that prevents OpenNet from imposing any Onsite Charge on a Requesting Licensee in all circumstances where the fault is ultimately determined to lie within the OpenNet network.
15. In addition, SingTel notes that the last paragraph of proposed clause 6A.1 limits the operation of clause 6A to situations where the Requesting Licensee's initial installation of active equipment occurs within to 2 Business Days from OpenNet's handover of first termination point. This is both impractical and unreasonable.

16. SingTel proposes that a window of 15 business days from the date of OpenNet's handover of the first termination point is reasonable and practical, due to the difficulty and unpredictability in scheduling appointments with end-users for installation of equipment.
17. We would also note that the current process of submitting an order to OpenNet is inefficient. The Requesting Licensee is unable to submit an order that is to be provisioned on a date preferred by the end-user that is more than 3 Business Days from the date the the request for Residential End-User Connection is submitted to OpenNet (**Pre-Order**). Where OpenNet's B2B Web Services permits the submission of pre-orders, the IDA may review the window period that the joint investigation mechanism is applicable.

Comments on Schedule 14 of the ICO – OSS/BSS Connection & Professional Service

18. SingTel has various concerns with OpenNet's proposed Schedule 14.

Greater clarity about the extent of the Requesting Licensee's liability in certain circumstances
19. As currently drafted, the proposed Schedule 14 raises a degree of ambiguity about the extent of a Requesting Licensee's exposure to OpenNet in situations where OpenNet itself causes or contributes to a particular problem.
20. For example, under proposed clause 5.11, OpenNet is not responsible for any issues that may arise from the Requesting Licensee's software which interfaces with the OpenNet Platform's open system APIs.
21. Such a provision should be subject to an exception that would hold OpenNet liable in circumstances where acts or omissions by OpenNet cause or contribute to any issues experienced by the Requesting Licensee.
22. Similarly, it would not be appropriate for these charges to be payable where the need for such testing is directly attributable to the activities of OpenNet itself (e.g. due to changes in OpenNet APIs or new API being introduced by OpenNet). In this case, each party should be responsible for their own costs.

OpenNet needs to be subject to more rigorous constraints to deal with the potential unavailability of the OSS/BSS Connection

23. Under proposed clause 5.14, where OpenNet is unable to offer the OSS/BSS Connection Service due to unavailability, there is a broad requirement on OpenNet to take reasonable measures to cater for additional resources where possible and an obligation for OpenNet to inform the Requesting Licensee of the delivery date.
24. SingTel considers that this clause, as currently drafted, is too broad and could potentially be open to abuse by OpenNet, as it does not impose any meaningful obligation on OpenNet to address and respond to the cause of the unavailability.
25. Given the importance of the OSS/BSS connection to Requesting Licensees, SingTel requests that OpenNet should be subject to a more stringent obligation to cater for additional resources (i.e. “*OpenNet shall take all reasonable measures to cater for additional resources to address the unavailability where possible”).*
26. In addition, SingTel also considers that OpenNet should be subject to a reasonable (but absolute) timeline under proposed clause 5.14 in respect of the following:
 - (a) the timeline that applies to OpenNet to notify the Requesting Licensee of the delivery date
 - (b) if the OSS/BSS Connection is unavailable, OpenNet should be subject to a maximum timeframe in which it makes the OSS/BSS Connection available to the Requesting Licensee.

Upgrades and enhancements to the OSS/BSS Connection Service

27. Schedule 14 does not currently address the issue of enhancements and upgrades that may be progressively made to the OSS/BSS Connection Service over time. Instead of proposing a process whereby OpenNet may implement changes to its OpenNet Platform, OpenNet has availed itself in proposed clause 9.15 the right to suspend, modify, remove and/or to add to the OpenNet Platform in its sole discretion with immediate effect and without notice and liability to Requesting Licensees.


28. While such upgrades reflect standard practice for such services and may raise operational issues for the Requesting Licensee if certain parameters are not put into place that constrain the way that OpenNet undertakes these activities from time to time.
29. In particular, SingTel submits that the ICO should include a comprehensive provision that governs upgrades and changes to the OSS/BSS Connection Service.
30. In particular, such amendments should cover the following:
 - (a) OpenNet must ensure that it follows the industry best practice in releasing software enhancements and fixes by being subject to a 'continuous improvement' obligation
 - (b) when OpenNet intends to release an enhancement, fix or patch to an existing API introduced by OpenNet, OpenNet must inform all QPs about that change and make such a change available to all QPs on the same terms
 - (c) OpenNet must ensure all QP production systems/operations are not disrupted by this enhancement, fix or patch
 - (d) OpenNet must allow each QP to implement the enhancement or fix at its own schedule to take account of the different lead times that are likely to be inherent with QP implementations.

OpenNet has to provide ample advance notice and estimated downtime for all instances whereby OpenNet Platform is unavailable

31. OpenNet has not offered a reasonable process whereby it would provide reasonable notice and estimated downtime for all instances whereby the OpenNet Platform is unavailable. For instance, proposed clauses 9.15, 9.16, 9.17 and 10.4 allow OpenNet absolute discretion in carrying out the service interruption. As the IDA would no doubt appreciate, this would greatly impact and inconvenience the Requesting Licensee's operation and customer experience to end-users.

32. Please do not hesitate to contact us if you have any queries or require further clarification.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Sean Slattery', with a long horizontal flourish extending to the right.

Sean Slattery

Vice President

Regulatory & Interconnect Strategy