# **APPENDIX 2**

REQUIRED AMENDMENTS TO SCHEDULE 1
RESIDENTIAL END-USER CONNECTION

# SCHEDULE 1 RESIDENTIAL END-USER CONNECTION

## **SCHEDULE 1**

# RESIDENTIAL END-USER CONNECTION

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**PROVIDER** 

#### **SCHEDULE 1**

#### RESIDENTIAL END-USER CONNECTION

#### 1. SCOPE

This Schedule 1 sets out the terms and conditions under which NetLink Trust will provide the Requesting Licensee with a licence for:

- (i) Layer 1 Service (a service provided by NetLink Trust for the use of passive optical fibre cable) from NetLink Trust's designated Central Office (or "CO") to the First Termination Point of a Residential Premise for the purpose of the Requesting Licensee providing GPON services; or
- (ii) Layer 1 Service from NetLink Trust's designated CO to the First Termination Point of a Residential Premise for the purpose of the Requesting Licensee providing OE services

#### (Residential End-User Connection).

- 1.1 The Residential End-User Connection is a service provided by NetLink Trust to the Requesting Licensee for the purpose of delivering GPON or OE services over the Layer 1 Services highlighted above to a Residential Premise at a:
  - (a) High-Rise Residential Building/Non-Residential Building; or
  - (b) Landed Residential Premise.
- 1.2 For the avoidance of doubt, NetLink Trust may provide a Residential End-User Connection via the 1<sup>st</sup> or 2<sup>nd</sup> fibre installed in the First Termination Point or 1<sup>st</sup> or 2<sup>nd</sup> fibre installed in the Second Termination Point (subject to clause 19), and all terms and conditions of this Schedule 1 shall apply regardless of which fibre is used.
- 1.3 This Schedule only applies to Requesting Licensees who are FBOs.

## 2. SERVICE LEVEL GUARANTEES

## **CLAUSE 2.1 – DIRECTED AMENDMENTS**

2.1 NetLink Trust will provide the Service Level Guarantees in respect of Residential End-User Connection as set out in this Schedule. If NetLink Trust fails to meet any service activation

period, Mean Time To Recovery or service level availability (collectively called the **Service Level Guarantees**) applicable to this Schedule and the failure to meet the Service Level Guarantees is solely caused by NetLink Trust, its contractors and/or suppliers, NetLink Trust will provide a remedy in the form of a rebate to the Requesting Licensee in accordance with:

- (a) Clause 6.910 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;
- (b) Clause 11.<u>15</u>44 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and
- (c) Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

IDA notes that the references in paragraphs (a)-(c) above are not consistent with the references in other clauses in the ICO that are comparable to this Clause 2.1, such as Clause 2.1 of Schedule 2 and Clause 2.1 of Schedule 3. In the interests of consistency and clarity, IDA directs NetLink Trust to amend this Clause 2.1 by incorporating the directed amendments as annotated above.

IDA further refers NetLink Trust to Section 1 of the Explanatory Memorandum to the Direction dated 10 December 2014, as well as the directed modifications to Schedules 1 and 2 of the ICO, both concerning the issue of BM Delays.

As stated in IDA's directed modifications, NetLink Trust is required to give effect to the following:

- (a) as a starting position, NetLink Trust has a limited "safe harbour" timeframe of ten (10) Business Days to claim an exemption from the applicable SLGs for BM Delays;
- (b) if NetLink Trust is unable to resolve the BM Delays within the specified 10-Business Day timeframe, the default position is that the SLGs would apply to any additional time taken thereafter by NetLink Trust to resolve the delays;
- (c) however, NetLink Trust will not be liable for the applicable SLGs if it can be shown that additional time taken to resolve the delays is caused by third parties outside of NetLink Trust's reasonable control, and despite the fact that it has exercised its best endeavours to resolve such delays;

- (d) it is for NetLink Trust to demonstrate and provide clear explanations to the RLs on the circumstances caused by third parties beyond its reasonable control that are surrounding the delays, the efforts it made to resolve the said delays and the expected timeframe for resolution of the said delays; and
- (e) if the RL disagrees with NetLink Trust's claim for exemption from the applicable SLGs, the parties may have recourse to the existing dispute resolution process in the ICO to resolve the matter.

In light of the foregoing, IDA considers that, in the interests of clarity, the word "solely" in this Clause 2.1 should be deleted. This is to make clear that in cases of BM Delays, NetLink Trust will be liable for SLGs once the ten (10) Business Day "safe harbour" is over, subject to NetLink Trust being able to claim exemption from the SLGs if it is able to fulfil (c)-(e) above.

Accordingly, IDA directs NetLink Trust to amend this clause by incorporating the directed amendments as annotated above.

- 2.2 A claim by the Requesting Licensee shall be made in writing within thirty (30) Calendar Days of the completion of the relevant calendar month on which the Service Level Guarantees are measured. The amount in respect of any claim shall be paid to the Requesting Licensee in the form of a rebate. The Requesting Licensee acknowledges that a failure to make a claim within the specified timeframes under this paragraph means that the Requesting Licensee waives any entitlement to the Service Level Guarantee payment in respect of that claim. NetLink Trust will respond within (30) Calendar Days from date of claim stating whether the claim by Requesting Licensee: (a) is valid for rebates; or (b) is an invalid claim. Where NetLink Trust assessed that the Requesting Licensee's claim is invalid, NetLink Trust will explain its basis or require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, NetLink Trust shall provide the rebate in its next Invoice.
- 2.3 If the Requesting Licensee is entitled to a rebate pursuant to the claim made hereunder, the amount of the rebate will be credited into the Requesting Licensee's account after it has been processed by NetLink Trust and will be reflected in NetLink Trust's bill to the Requesting Licensee in accordance with NetLink Trust's billing cycle.
- 2.4 The guarantee and rebates provided by NetLink Trust are:
  - (a) of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and

- (b) subject to this Schedule.
- 2.5 Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, NetLink Trust shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Requesting Licensee qualifies for a claim or as to the quantum of the claim payable to the Requesting Licensee or whether NetLink Trust is exempted from SLGs payment for a claim, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement, or in the case of a Billing Dispute, in accordance with Schedule 16 of the ICO Agreement.

#### **CLAUSE 2.6 – DIRECTED AMENDMENTS**

2.6 <u>Subject always to Clause 2.6A and Ii</u>n addition to the specific terms and conditions of the Service Level Guarantees, the Service Level Guarantees shall not apply in any of the following circumstances:

IDA refers to the directed amendments to Clause 2.1 and Clause 2.6A. In order for the relevant requirements relating to the issue of BM Delays to be given their intended effect, IDA considers that there is value for Clause 2.6 to clarify expressly that it is subject to Clause 2.6A.

- (a) the Residential End-User Connection is disconnected and/or reconnected by reason of it being suspended under the terms and conditions of this Schedule or ICO Agreement, except where the suspension is due to NetLink Trust's fault;
- (b) fault due to any equipment, wiring and/or cabling owned or operated by the Requesting Licensee or on behalf of the Requesting Licensee;
- (c) provision or restoration of the Residential End-User Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by NetLink Trust; and (b) the Requesting Licensee has not contributed to any delay in setting up the meeting. Notwithstanding the above, in determining whether the Service Level Guarantees have been met by NetLink Trust, the time taken from the start of arranging any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting up to the end of the meeting, shall always be excluded;
- (d) NetLink Trust is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Residential End-User Connection despite using its best endeavours to obtain expeditiously or maintain such licence or permission. Notwithstanding the above, in determining whether the Service Level Guarantees

have been met by NetLink Trust, the time taken by NetLink Trust to obtain or maintain any licence or permission necessary to the provision or restoration of the Residential End-User Connection shall always be excluded. Provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the licence/permission, NetLink Trust will provide evidence that it has used such best endeavours;

- (e) NetLink Trust has difficulty accessing or working in the building or Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to expeditiously remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
- (f) delay in the provision or restoration of the Residential End-User Connection caused by events beyond the reasonable control of NetLink Trust and its suppliers and contractors;
- (g) NetLink Trust network outages for which the Requesting Licensee has not reported a fault;
- (h) fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by NetLink Trust;

# CLAUSES 2.6(i) AND 2.6(j) - APPROVED

- (i) NetLink Trust is required to carry out service interruption and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6:
- (j) NetLink Trust is required to carry out fibre diversion at the request of the Government Agencies, private developers or other relevant parties and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6;
- (k) Where where there is a request received from End-User or Requesting Licensee for repair and replacement (at the request of Requesting Licensee only, and not as part of NetLink Trust's fault resolution process) as well as relocation (within the same premise or to a new premise), but such exclusion shall only be limited to the time taken for the Termination Point to be repaired and replaced or to be relocated; or

# CLAUSE 2.6(I) – DIRECTED AMENDMENTS

(l) Where where the End-User or Requesting Licensee or MCST (of the development where the End User resides) requires customised arrangements (e.g. non-standard or customised installation) or conditions to be fulfilled (eg. the MCST requires the End-User to enter into customised arrangement or the MCST requires non standard installation within the End-User's premises and requires End-User to bear the cost accordingly or the MCST requires End-User to provide access or the requisite equipment like boomlift, scaffolding, cherry picker etc. for installations or the MCST requires End-User's endorsement as part of the approval process to grant access to NetLink Trust) before access is granted to NetLink Trust or before NetLink Trust can provision its services, but such exclusion shall only be limited to the time taken for access to be granted to NetLink Trust or condition is suitable for NetLink Trust to provision its services; and:

IDA notes that the reference to MCSTs in this Clause may lead to some confusion as to the time period in which NetLink Trust may be exempted from the Service Level Guarantees. IDA refers NetLink Trust to its directed amendments at Clause 2.6A below. Potentially, an MCST requiring a customised installation to be carried out under Clause 2.6(I) could also be considered a BM Delay as defined in Clause 2.6A of this Schedule.

Accordingly, for clarity and certainty, IDA directs NetLink Trust to amend this Clause by incorporating the directed amendments as annotated above.

## CLAUSE 2.6(m) – DIRECTED AMENDMENTS

(m) where <u>any necessary permission</u> is not granted by the relevant authorities, <u>or gG</u>overnment <u>Agencies departments and/or their appointed or authorised</u> third parties, eg. LTA, PUB, NParks, JTC etc., <u>provided always that NetLink Trust has exercised its best endeavours to obtain expeditiously and/or maintain all such necessary permissions. In the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain or maintain the permission, NetLink Trust will provide evidence that it has used such best endeavours.</u>

IDA notes that NetLink Trust has proposed a new Clause 2.6(m), under which NetLink Trust would be excluded from its SLGs, in the event that any permission is not granted by any relevant authorities and/or Government Agencies.

IDA considers that, provided that NetLink Trust has exercised its best endeavours to obtain expeditiously and/or maintain all such permissions, it would not be unreasonable for NetLink Trust to be excluded from its SLGs in the event that any necessary permission is not granted by any relevant authorities and/or Government Agencies.

IDA also notes that the term "Government Agencies" is a defined term under Schedule 18. In the interests of consistency and clarity, IDA is of the view that it would be more appropriate for clause 2.6(m) to refer expressly to the defined term.

IDA also notes that the term "third party" may be read to include the developers, owners or MCSTs of buildings (i.e., BMs as referred to in Section 1 of the Explanatory Memorandum to the Direction dated 10 December 2014). For the avoidance of doubt, in a case where a necessary permission is not granted by a third party that is a BM, any exclusion from NetLink Trust's SLGs would be subject to IDA's decision on BM Delays (as set out in Section 1 of the Explanatory Memorandum to the Direction dated 10 December 2014), and governed by Clause 2.6A. Where necessary permission is not granted by a third party acting on behalf of a relevant authority or Government Agency, any exclusion from NetLink Trust's SLGs would be governed by this Clause 2.6(m).

In light of the foregoing, IDA directs NetLink Trust to amend this Clause 2.6(m) in the manner annotated above.

## CLAUSE 2.6(n) – DIRECTED AMENDMENTS

(n) where there is a delay to service provisioning by NetLink Trust and such delays were occasioned by the Building Management / MCST other than the scenarios described in clause 2.6(l) above for a total period not exceeding ten (10) Business Days ("BM Delay Timeframe") computed from the time NetLink Trust encounters an obstruction attributable to the Building Management / MCST. For avoidance of doubt, in such a scenario, NetLink Trust shall only be liable to compensate the Requesting Licensee such SLGs, as may be applicable, computed from the eleventh (11) Business Day.

IDA refers NetLink Trust to the requirements in relation to the issue of BM Delays, as set out in Section 1 of the Explanatory Memorandum to the Direction dated 10 December 2014 as well as the directed modifications to Schedules 1 and 2 of the ICO.

IDA considers that Clause 2.6(n), as proposed by NetLink Trust, is not sufficiently clear to give effect to the aforementioned requirements and is liable to give rise to confusion amongst the industry.

IDA further refers NetLink Trust to the directed amendments to new Clause 2.6A (below).

Accordingly, IDA considers that Clause 2.6(n) should be removed in its entirety, and directs NetLink Trust to delete Clause 2.6(n) in the manner specified above.

#### CLAUSE 2.6A – DIRECTED AMENDMENTS

- 2.6A This Clause 2.6A shall apply in any case where there is a BM Delay, and NetLink Trust seeks to rely on any Clause in this Schedule in order to exclude, exempt or otherwise limit its liability from SLGs, including without limitation Clauses 2.6 and 6.10. In any such case, this Clause 2.6A shall have effect notwithstanding any other Clause in this Schedule 1. For the purposes of this Schedule, "BM Delay" shall mean any delay that leads to a failure by NetLink Trust to meet any service activation period applicable to this Schedule, where such delay is solely caused by a developer, owner or MCST of a building, and without NetLink Trust contributing towards such delay.
  - (a) Where this Clause 2.6A applies, the period in respect of which NetLink Trust may claim to be excluded or otherwise exempted from the SLGs shall not exceed the period beginning from the first Calendar Day on which the delay commences until the tenth (10<sup>th</sup>) Business Day thereafter (inclusive), provided that this period shall only commence after the applicable service activation period.
  - (b) For the avoidance of doubt, in any case where NetLink Trust claims such exclusion or exemption in respect of a BM Delay, the relevant period of delay, for the purpose of computing the rebate payable to the Requesting Licensee, shall commence on the Calendar Day immediately following the tenth (10<sup>th</sup>) Business Day after the applicable service activation period, as aforementioned.

IDA refers to the directed amendments to Clauses 2.1 and 2.6 (above).

As stated above, NetLink Trust is required to give effect to the following:

(a) as a starting position, NetLink Trust has a limited "safe harbour" timeframe of ten (10) Business Days to claim an exemption from the applicable SLGs for BM Delays;

- (b) if NetLink Trust is unable to resolve the BM Delays within the specified 10-Business Day timeframe, the default position is that the SLGs would apply to any additional time taken thereafter by NetLink Trust to resolve the delays;
- (c) however, NetLink Trust will not be liable for the applicable SLGs if it can be shown that additional time taken to resolve the delays is caused by third parties outside of NetLink Trust's reasonable control, and despite the fact that it has exercised its best endeavours to resolve such delays;
- (d) it is for NetLink Trust to demonstrate and provide clear explanations to the RLs on the circumstances caused by third parties beyond its reasonable control that are surrounding the delays, the efforts it made to resolve the said delays and the expected timeframe for resolution of the said delays; and
- (e) if the RL disagrees with NetLink Trust's claim for exemption from the applicable SLGs, the parties may have recourse to the existing dispute resolution process in the ICO to resolve the matter.

IDA considers that, in order to provide additional clarity so as to give effect to the requirements of Section 1 of the Explanatory Memorandum to the Direction dated 10 December 2014, as well as the directed modifications to Schedules 1 and 2 of the ICO, a new Clause 2.6A should be inserted into this Schedule, and Clause 2.6(n) as proposed by NetLink Trust should be deleted.

Accordingly, IDA directs NetLink Trust to incorporate the new Clause 2.6A as annotated above.

- 2.7 If the Requesting Licensee disputes NetLink Trust's reason for rejection, its records and/or the amount of rebate, the Requesting Licensee shall not be entitled to be credited with any rebate until and unless the dispute has been resolved.
- 2.8 A failure by NetLink Trust to meet any Service Level Guarantee does not constitute a breach of the ICO Agreement or this Schedule.
- 2.9 The Requesting Licensee acknowledges that the relevant remedy provided under clause 2.1 is a genuine pre-estimate of the Requesting Licensee's loss and will be the sole and exclusive remedy available to the Requesting Licensee for such failure to meet the relevant Service

Level Guarantees for any Residential End-User Connection and shall be NetLink Trust's sole and exclusive liability to the Requesting Licensee for such failure.

#### 3. SERVICE DESCRIPTION AND ACCESS POINTS

- 3.1 (A) Where the Requesting Licensee requests for Residential End-User Connection for the purpose of providing GPON services to the End-User, NetLink Trust will provide a licence for Residential End-User Connection of 1:24 Split Ratio to the Requesting Licensee with the following:
  - (a) one (1) fibre strand from NetLink Trust's Fibre Distribution Frame (FDF) at the
    Central Office designated by NetLink Trust to NetLink Trust's splitter at the Building
    MDF Room for each group of twenty four (24) Residential Premises (or portion
    thereof);
  - (b) one (1) dedicated fibre strand from the splitter to the First Termination Point of the Residential Premise;
  - (c) one (1) Patching Service at NetLink Trust's FDF at the Building MDF Room; and
  - (d) where necessary, one (1) Patching Service at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).

Where the fibre terminated into the End-Users' premise can be provisioned from the existing splitter from the same rack in the MDF room, NetLink Trust shall utilise at least 90% of the connections in each splitter assigned to the Requesting Licensee in each of the FDF in the MDF room before an additional splitter is provisioned for the Requesting Licensee in that MDF Room.

- 3.1 (B) Where the Requesting Licensee requests for Residential End-User Connection for the purpose of providing OE services to the End-User, NetLink Trust will provide a licence for Residential End-User Connection of 1:24 Split Ratio to the Requesting Licensee with the following:
  - (a) two (2) fibre strands from NetLink Trust's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF at the Building MDF Room for each group of twenty four (24) Residential Premises (or portion thereof);
  - (b) one (1) dedicated fibre strand to the First Termination Point of the Residential Premise from NetLink Trust's FDF at the Building MDF Room;

- (c) up to three (3) Patching Services at NetLink Trust's FDF in the Building MDF Room; and
- (d) where necessary, two (2) Patching Services at NetLink Trust's FDF in the Central Office will be provided and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).
- 3.2 For a Residential End-User Connection of 1:1 Split Ratio to the End-User, NetLink Trust will not provide any splitter at the Building MDF Room. NetLink Trust will provide:
  - (a) one (1) dedicated fibre strand from NetLink Trust's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF at the Building MDF Room;
  - (b) one (1) dedicated fibre strand from NetLink Trust's FDF at the Building MDF Room to the First Termination Point of the Residential Premise;
  - (c) one (1) Patching Service at NetLink Trust's FDF in the Building MDF Room;
  - (d) one (1) Patching Service at NetLink Trust's FDF in the Central Office and the Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).
- 3.3 Where the Requesting Licensee requests for Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services to the End-User or Residential End-User Connection of 1:1 Split Ratio, the Requesting Licensee shall access the Residential End-User Connection at NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust and at the First Termination Point of the Residential Premise.
- 3.4 Where the Requesting Licensee requests for Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall access the Residential End-User Connection at NetLink Trust's FDF at the Central Office designated by NetLink Trust or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust, at NetLink Trust's FDF at the Building MDF Room and at the First Termination Point of the Residential Premise.
- 3.5 Where the Requesting Licensee wishes to acquire subsequent fibre connection from CO to Building MDF Room, the Requesting Licensee shall acquire such fibre connection in accordance with Schedule 5 (CO to Building MDF Room Connection).

3.6 Where the Requesting Licensee acquires a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services to the End-User, the Requesting Licensee shall ensure the Residential End-User Connection is connected to active Optical Ethernet equipment.

#### 4. ORDERING AND PROVISIONING PROCEDURE

- 4.1 Within a reasonable timeframe after the First Termination Point has been installed at a Residential Premise, NetLink Trust shall indicate the same as a "covered" site in its Mandated Service Information ("MSI") whereupon any Requesting Licensee may submit to NetLink Trust its request for Residential End-User Connection ("Request").
- 4.2 (A) The Requesting Licensee shall submit its request for Residential End-User Connection (**Request**) to NetLink Trust on a Business Day in the form of Annex 1A stating, but not limited to the following information:
  - (a) the End-User's name, telephone number and address of the Residential Premise; and
  - (b) the Split Ratio required.
  - (B)(i) As an alternative to submitting a Request under the form set out in Annex 1A under clause 4.2(A), the Requesting Licensee may also submit its Request for Residential End-User Connection (Request) to NetLink Trust via the NetLink Trust Platform, stating, but not limited to the following information:
  - (a) the End-User's name, telephone number and address of the Residential Premise; and
  - (b) the Split Ratio required.

For Request submitted via the Service Portal, the Requesting Licensee shall submit a feasibility check for the address of the Residential Premise to verify the coverage status and select an available date and appointment time. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for Request submitted via the NetLink Trust Platform APIs, the Requesting Licensee shall perform the feasibility check for verifying the coverage status by supplying the postal code and unit number of the Residential Premise whichever is applicable. The Requesting Licensee shall also query the available time slots for that particular Request. The Requesting Licensee shall then use the address details returned by NetLink Trust and the applicable time slot related to the status of the feasibility check for submission of Request.

Upon successful submission of the Request via the NetLink Trust Platform APIs, it will provide a Request acknowledgement.

(B)(ii) Following clause 4.2(B)(i), for Request submitted via the NetLink Trust Platform, the Requesting Licensees are able to modify the contact details of End-Users subject to the requirement that the date of modification is more than three (3) Business Days from the request service activation date requested. The NetLink Trust Platform will notify the Requesting Licensee if the contact details have been successfully modified.

# CLAUSE 4.2(B)(ii)(a) - DIRECTED AMENDMENTS

(a) The Requesting Licensee may submit a request with the relevant Order Request Identifier (ORI) via manual means or NetLink Trust Platform when available (about which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform) to relocate the First or Second Termination Point within the same Residential Premise, subject to the following terms and conditions: subject to clause 2.6(n) above, the Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable if despite its best endeavours there is any delay caused by any obstruction from the building owner, building management, home owner or End-User during the relocation or any of the circumstances described in clauses 2.6(e) and 2.6(f) above; or if there is any damage or repainting works required;

Following IDA's clarifications with NetLink Trust as to the relocation service under this Schedule, IDA understands that, under the present ICO, the Service Level Guarantees (as expressly defined in Clause 2.1 of this Schedule) are not applicable to the relocation of Termination Point service as described in this Clause 4.2(B)(ii)(a).

IDA also refers NetLink Trust to the directed amendments to Clause 2.6(n) above.

In the premises, IDA is of the view that the reference to Clause 2.6(n) in this Clause 4.2(B)(ii)(a) should be deleted, and directs NetLink Trust to amend this Clause by incorporating the directed amendments as annotated above.

(b) Subject to clauses 5.2, 5.3(A)(b),5.3(A)(d), and 5.3(B)(ii)(a) and 5.3(B)(i)(b), NetLink Trust shall provide the relocation service by the end of three (3) Business Days from the receipt of a valid request for relocation from the Requesting Licensee;

- (c) The Requesting Licensee will have to bear the charge for installation of the relocated Termination Point in accordance to Schedule 15 (Charges); and
- (d) The cancellation charge as set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the request for relocation after acceptance by NetLink Trust.

#### **CLAUSE 4.3 – DIRECTED AMENDMENTS**

- 4.3 Where a premise which was previously elassified as a Non-Residential Premise during the rollout of the NGNBN but has since undergone a change of premise type to a Residential Premise or the End-User claims the premise is now a Residential Premise, the Requesting Licensee shall obtain from the End-User and keep a copyrecord of the necessary documentary evidence as proof of such change of premise type. Such documentary evidence must consist of documents from at least two of the following categories of documents:-:
  - (a) Telecommunication / Internet bill (of fixed line subscription only);
  - (b) Service and Conservancy bill from town council;
  - (c) Utilities bill from Singapore Power;
  - (d) Cable TV bill;
  - (e) Tenancy agreement for residence; or
  - (f) Change of address as indicated on the National Registration Identity Card (NRIC).

Items (a) to (d) should be dated within the last three (3) months from the date of Request for Residential End-User Connection submitted in the End-User's name and bearing the unit address of the premise for which reclassification the change in premise type is soughtclaimed. In the event that Requesting Licensee is unable to submit two (2) documentary evidences, Requesting Licensee shall provide sufficient written explanation to NetLink Trust within one (1) Business Day and NetLink Trust should not unreasonably reject the reclassification request.

Where the Requesting Licensee has the documentary evidence, as above, to demonstrate that the End-User is entitled to a Residential End-User Connection, the Requesting Licensee can request for a reclassification of premise via the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. NetLink Trust will by default allow the request for reclassification to be submitted via NetLink Trust Platform.

In the event that Requesting Licensee is unable to submit the documents from at least two (2) of the categories (a) to (f) above, the Requesting Licensee shall provide sufficient written explanation to NetLink Trust within one (1) Business Day from the date of the reclassification request and NetLink Trust shall not unreasonably reject the reclassification request.

NetLink Trust shall reject the request for reclassification where the Requesting Licensee fails to provide <u>such\_the requisite\_documentary evidence\_and/or written explanation (as the case may be)</u> within two (2) Business Days. NetLink Trust shall accept <u>or reject\_the reclassification request within three (3) Business Days thereafter from the date of request.</u>

For avoidance of doubt, reclassification of a Non-Residential Premise, having an active Non-Residential End-User Connection at the time of submission, to a Residential Premise is not allowed. However, reclassification of a Defined Area within a Non-Residential Premise (regardless of whether the Non-Residential Premise have has or does not have an active Non-Residential End-User Connection at the time of submission) into a Residential Premise is permissible and must be done through a reclassification of premise request. The Requesting Licensee shall, for the purposes of such request, provide to NetLink Trust clear and sufficient documentary evidence showing the Defined Area as being used for residential purposes (e.g. photographs etc).

IDA notes that in relation to a Defined Area within a Non-Residential Premise which is used for residential purposes, it does not have its own unit address. Hence, it would not be feasible to require the Requesting Licensee to provide the documentary evidence listed in Clause 4.3(a) to (f).

Also, IDA considers that there is value in providing further clarity on the process and applicable timelines for submitting and accepting/rejecting a reclassification request under this Clause 4.3.

Accordingly, IDA directs NetLink Trust to amend this Clause by incorporating the directed amendments as annotated above.

Where the Request is accepted, NetLink Trust will provision the Residential End-User Connection based on 1:16 split ratio in one (1) monthten (10) Business Days or the preferred installation date requested by the Requesting Licensee, whichever is later, unless there are delays due to reasons beyond NetLink Trust's reasonable control despite NetLink Trust using its best endeavours to attempt to complete the reclassification within the prescribed timeframe. Such Residential End-User Connection shall be provisioned on a splitter used for Residential End-User Connections only.

IDA refers NetLink Trust to its Directed Modifications to this Clause, requiring NetLink Trust to propose a definitive timeframe in this ICO by which the reclassification process needs to be completed.

IDA notes that NetLink Trust has proposed to extend its service provisioning timeframe for a reclassified premise from 10 Business Days, as per the previously approved ICO, to 1 month. IDA considers that in the absence of NetLink Trust being able to provide compelling reasons and/or justifications as to why it would require 1 month to provision a Residential End-User Connection under this Clause, it is neither necessary nor appropriate for such timeframe to be so extended, particularly in view of there also being a "safe harbour" for which NetLink Trust would not be bound by the stipulated timeframe.

Further, IDA notes that NetLink Trust has proposed to avail itself of a "safe harbour" by inserting the wording "unless there are delays due to reasons beyond NetLink Trust's reasonable control despite NetLink Trust using its best endeavours to attempt to complete the reclassification within the prescribed timeframe". For parity and consistency with the applicable period of exemption from SLGs in respect of BM Delays as set out in Clause 2.6A above, IDA considers that the service provisioning timeframe should be kept at 10 Business Days and not be extended to 1 month.

Accordingly, IDA directs NetLink Trust to amend this Clause by incorporating the directed amendments as annotated above.

NetLink Trust will waive the one-time installation charge for such premise where such premise is classified or re-classified for the first time as a Residential Premise. Where a premise is subsequently re-classified as a Residential Premise after it has been re-classified as a Non-Residential Premise from a Residential Premise, no waiver of fees shall be given. For the avoidance of doubt, there shall be no installation charge where the Termination Point has been installed.

Where NetLink Trust requests for additional documentary evidence due to non-compliance with clause 4.3 and the Requesting Licensee is unable to provide the additional evidence to support the change in premise type to a Residential Premise or where NetLink Trust conducts a site survey and the proposed Residential Premise is not normally used for residential purposes, NetLink Trust reserves the right to maintain or re-classify the premise type as a Non-Residential Premise and bill the Requesting Licensee all charges applicable to a Non-Residential End-User Connection as per Schedule 15 (Charges) retrospectively. If Requesting Licensee disputes NetLink Trust's decision to classify the premise as a Non-Residential

Premise, the Requesting Licensee may raise a dispute and the parties shall use their best endeavours to resolve the disputes within five (5) Business Days or such other process or timeframe as mutually agreed by the parties.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee how it should request for reclassification via manual means or offer alternative solutions.

4.4 For the avoidance of doubt, switching from GPON to OE or from OE to GPON is allowed via the NetLink Trust Platform subject to the Requesting Licensee paying the applicable charges for Patching Service in accordance to Schedule 15 (Charges).

For the switching from GPON to OE or from OE to GPON, the Requesting Licensee shall perform a check order status by providing the unique reference number provided by NetLink Trust or a similar form of identification for the existing connection, before submitting its request for the switch. For avoidance of doubt, switching from GPON to OE or vice versa is only applicable for connections that are active. NetLink Trust will provide a unique reference number or a similar form of identification in the notification upon successful submission of a GPON to OE or from OE to GPON request.

Information of the estimated timeframe for the switch will be provided to the Requesting Licensee through NetLink Trust Platform during the switch. NetLink Trust shall use its best endeavours to minimise any service disruption to the Requesting Licensee during the switch.

The Requesting Licensee may approach NetLink Trust for specific requirements to the switching process, which will be on a Cost-Oriented Basis.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee how it should request for the switch via manual means or offer alternative solutions.

- 4.5 NetLink Trust shall at its sole discretion determine the serving CO and Building MDF Room from which the Residential End-User Connection will be provided. Subject to clause 4.6, the Requesting Licensee, is able to query the NetLink Trust Platform at no cost for the serving CO and Building MDF by providing the postal code for the Residential Premise.
- 4.6 Information relating to the Mandated Services will be available on NetLink Trust Platform, for access by the Requesting Licensee through secured means. The secured access to NetLink Trust Platform will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Information relating to network outages will be sent to the Requesting Licensee via email or NetLink Trust Platform. The

information relating to the Mandated Services and the information relating to network outages is available on the NetLink Trust Platform.

For information related to network outages, NetLink Trust shall include the following details in the written notification or via NetLink Trust Platform APIs to the Requesting Licensee:

- (a) Affected location;
- (b) Date of occurrence:
- (c) Time of occurrence (start & approximate end timings);
- (d) Cause of outage;
- (e) Steps taken to remedy the outage;
- (f) Steps (if any) required by Requesting Licensee to assist with rectification of outage;
- (g) Order Request Identifier of the affected orders; and
- (h) NetLink Trust's Network Operations Centre Contact Number.

For the avoidance of doubt, where NetLink Trust has imposed a Per User Account Charge on the Requesting Licensee for each user account created to allow the Requesting Licensee to access NetLink Trust Public Website, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the NetLink Trust's Service Portal.

## CLAUSE 4A - DIRECTED AMENDMENTS

#### 4A. VERIFICATION OF COVERAGE STATUS

- 4A.1 Where the Requesting Licensee obtains an "Anddress Not Found" message from NetLink Trust Platform, the Requesting Licensee may submit an Address Not Found Request via manual means using the form Annex 1D.
- 4A.2 NetLink Trust shall notify the Requesting Licensee of the acceptance or rejection of its Address Not Found Request within three (3) Business Days of the Request Date, and provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification. Where the Address Not Found Request is accepted, NetLink Trust shall provision the Residential End User Connection within three (3) Business Days for Residential

Premises which was "Home Reached", ten (10) Business Days for Residential Premises which was "Home Passed" or forty (40) Business Days in any other scenarios. <u>Subject to Clauses 2.6 and 2.6A above</u>, <u>Ww</u>here there is a delay in provisioning, the SLG shall be computed starting from the -Business Day after the expiry of the relevant time stated above.

- 4A.3 The Cancellation Charge as set out in accordance to Schedule 15 (Charges) shall be applicable should the Requesting Licensee cancel the request for installation of the requested address after acceptance by NetLink Trust.
- 4A.4 Only after NetLink Trust has covered the Residential Premise and notified the Requesting Licensee of the same will the Requesting Licensee be required to submit the same Request via NetLink Trust Platform and select the preferred installation date. Should the Requesting Licensee fail to submit the said Request via NetLink Trust Platform within two (2) weeks of NetLink Trust's notification, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for the Cancellation Charge as set out in accordance with Schedule 15 (Charges).
- 4A.5 <u>Subject always to Clause 2.6A, The-SLGs</u> will not apply in the following events: -
  - (a) the period after NetLink Trust had accepted the <u>Address Not Found</u> Request and before the Requesting Licensee had selected the preferred installation date;
  - (b) delay in the grant of permission or permission is not granted by the building owners/management or house owner or End-User to install the required Network to the Residential Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain the permission, NetLink Trust will provide evidence that it has used such best endeavours;
  - (c) NetLink Trust has difficulty accessing or working in the building or Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
  - (d) before the Requesting Licensee has selected the preferred installation date; or

IDA notes that the term "Request" is defined under clause 4.2(A) to mean a "request for Residential End-User Connection" in the form of Annex 1A. Clause 4A contains references to "Address Not Found Request" as well as the word "Request" on its own. IDA also notes that Schedule 18 (Dictionary) defines "Address Not Found Request" as a request made by the Requesting Licensee for network coverage for a premise that is currently not reflected as a "covered" site in the NetLink Trust's MSI. To avoid ambiguity as to what the word "Request" refers to, IDA considers that all references to "Request" in this Clause 4A should be replaced by "Address Not Found Request" for consistency.

IDA refers NetLink Trust to IDA's Explanatory Memorandum at paragraphs 69-70, where IDA had noted that the process for "Address Not Found" cases should be aligned with the relevant processes for Residential and Non-Residential End-User Connections. However, IDA understands from NetLink Trust that the incidence of "Address Not Found" cases in the past year is not high. In this regard, IDA considers that it may be more reasonable and appropriate for NetLink Trust to put in place the consequential ICO changes in order to align/merge these relevant processes after it has automated its processes for "Address Not Found" cases on the OSS/BSS system/platform. In any event, IDA considers that the service provisioning timeframes for both categories/types of requests should be no different.

Further, IDA considers that there is value in clarifying that the exclusion of SLGs in this Clause 4A is subject to Clause 2.6A in respect of BM Delays and the corresponding 10-day "safe harbour" period.

Accordingly, IDA directs NetLink Trust to amend Clause 4A in the manner as annotated above for clarity and certainty.

#### 4B. VERIFICATION OF COVERAGE STATUS

4B.1 The Requesting Licensee may proceed to submit a Request for a Residential End User Connection via NetLink Trust Platform notwithstanding that the Requesting Licensee obtained a "address not found" message from NetLink Trust Platform. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

- 4B.2 Within seven (7) Business Days from date of submission of the Request, NetLink Trust shall notify the Requesting Licensee whether the Request is rejected or accepted. Where the Request is rejected, NetLink Trust shall inform the Requesting Licensee of the reasons for rejection. Where the Request is accepted, NetLink Trust shall inform the Requesting Licensee of the estimated timeframe for service provisioning of not more than forty (40) Business Days unless there are delays due to reasons beyond NetLink Trust's reasonable control despite NetLink Trust using its best endeavours to attempt to complete the service provisioning within the prescribed timeframe.
- 4B.3 Where the Requesting Licensee cancels the Request after submission, the Requesting Licensee shall be liable for the Cancellation Charge as set out in accordance with Schedule 15 (Charges).
- 4B.4 Subject always to Clause 2.6A, The SLGs will not apply in the following events:
  - (a) delay in the grant of permission or permission is not granted by the building owners/management or house owner or End-User to install the required Network to the Residential Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain the permission, NetLink Trust will provide evidence that it has used such best endeavours;
  - (b) NetLink Trust has difficulty accessing or working in the building or Residential End-User's Premise due to the building or premise being inaccessible, in unsafe working condition or in any other inadequate or deficient state despite using its best endeavours to expeditiously remedy the building access difficulties, provided always that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to remedy the building access difficulties, NetLink Trust will provide evidence that it has used such best endeavours;
  - (c) the occurrence of any of the events described in clause 2.6 above.

For clarity and consistency with Clause 4A above, IDA directs NetLink Trust to amend Clause 4A in the manner as annotated above.

## 5. RESIDENTIAL END-USER CONNECTION REQUEST

#### CLAUSES 5.1 AND 5.2 – DIRECTED AMENDMENTS

- 5.1 NetLink Trust shall process all Requests received for Residential End-User Connection on a "first come, first served" basis.
- 5.2 For each Business Day, NetLink Trust shall process a combined total of no more than 1125, or such other number (as may be revised from time to time in accordance with clause 5.2(i)) of Requests for Basic Mandated Services and Layer 1 Redundancy Services (Maximum Quota) from all Requesting Licensees, excluding Requests for Non-Residential End-User Connections. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the NetLink Trust Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. NetLink Trust will process all Requests on a 'first come, first served' basis. The Maximum Quota is not applicable to requests for deactivation of any Connection.
  - (i) The Maximum Quota is subject to the review mechanism as described as follows. If NetLink Trust finds that, on the average, more than 90% of the Maximum Quota has been used over a period of twelve (12) weeks preceding the review month (namely February, May, August and November), NetLink Trust shall increase its daily Maximum Quota for the quarter in which the review month occurs and the new quota shall be no less than 115% of the average demand over the preceding twelve (12) weeks. If NetLink Trust finds that, on the average, less than 80% of the Maximum Quota has been used over a period of twelve (12) weeks preceding the review month (namely February, May, August and November), NetLink Trust may decrease its daily Maximum Quota for the quarter in which the review month occurs and the new quota shall be no less than 110% of the average demand over the preceding twelve (12) weeks. Where applicable, in accordance with the foregoing, the revised prevailing Maximum Quota will take effect upon its publication on the Service Portal following the conclusion of each review. The review mechanism will-may be revised regularly from time to time subject to the Authority's approval.
  - (ii) For seasonal increase in demand during quarterly major fairs (e.g. IT Show in March, PC Show in June, Comex Show in September and SITEX in November), NetLink Trust shall offer Seasonal Slots (temporary increase of slots). The Seasonal Slots shall be subject to such terms and conditions stated in the Seasonal Slots Notification which shall be provided to all Requesting Licensees no later than two (2) weeks before the quarterly major fairs.

IDA notes that NetLink Trust has removed the previously-proposed "Long-Term Approach". However, there appears to be an editorial error in respect of the words "NetLink Trust" before Clause 5.1, which have not been deleted with the rest of the proposed provisions on the "Long-Term Approach".

IDA also notes that the last sentence of Clause 5.2(i) currently states "The review mechanism will be revised regularly subject to the Authority's approval." In this regard, IDA considers that any revisions to the review mechanism would be subject to whether such revisions are appropriate in all the relevant circumstances, including prevailing market conditions. In the interests of clarity, IDA is of the view that the language of Clause 5.2(i) should be amended to better reflect the foregoing.

In light of the foregoing, IDA directs NetLink Trust to amend Clauses 5.1 and 5.2 in the manner annotated above.

- 5.3 (A) Within one (1) Business Day of the date on which NetLink Trust receives the request for Residential End-User Connection (**Request Date**) and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:
  - (a) the Request for Residential End-User Connection is not in the prescribed form;
  - (b) the Request does not contain all the required information or the information provided is inaccurate or misleading;
  - (c) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
  - (d) where either the first or second fibre of the First Termination Point are not in use, the request to install a Second Termination Point will be rejected. Where the first and second fibre of the First Termination Point are in use, NetLink Trust will offer to install a Second Termination Point in accordance with the charges stated in Schedule 15; or
  - (B)(i) As an alternative to clause 5.3(A), where NetLink Trust receives a Request for Residential End-User Connection (Request Date) via the NetLink Trust Platform, NetLink Trust will validate and notify the Requesting Licensee, so that the Requesting Licensee is able

to make the necessary corrections in real time, if the Request does not meet any one of the following reasons:

- (a) Data entered for the fields does not meet the required format;
- (b) the Request does not contain all the required information or the information provided is inaccurate or misleading; or

(B)(ii) Following clause 5.3(B)(i), within one (1) Business Day of the date on which NetLink Trust receives the Request via the NetLink Trust Platform for Residential End-User Connection (**Request Date**) and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) if its Request is rejected for any one of the following reasons:

- (a) the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule; or
- (b) where either the first or second fibre of the First Termination Point are not in use, the request to install a Second Termination Point will be rejected. Where the first and second fibre of the First Termination Point are in use, NetLink Trust will offer to install a Second Termination Point in accordance with the charges stated in Schedule 15.

Where the NetLink Trust Platform is experiencing technical problems, NetLink Trust shall inform the Requesting Licensee to submit the Requests through fax/email or offer alternative solutions.

- Within three (3) Business Days of the Request Date and subject to clause 5.2, NetLink Trust must notify the Requesting Licensee (and shall provide the Requesting Licensee with a unique reference number or a similar form of identification in the notification) whether its Request is accepted, or if rejected, for any one of the following reasons, except where there is insufficient capacity, NetLink Trust must also notify the Requesting Licensee within three (3) Business Days of the Request Date that there is insufficient capacity and the timeframe to notify the acceptance or rejection of the Request shall be extended to within ten (10) or forty (40) Business Days of the Request Date:
  - (a) the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by NetLink Trust;

- (b) there is obstruction from building owner, building management, home owner or End-User to NetLink Trust installation or installation schedule. NetLink Trust shall use its best endeavours to resolve such obstruction;
- (c) the Transmission Tie Cable (installed pursuant to Co-location Service in Schedule 12) for connection to the Residential End-User Connection is yet to be operational at the point in time of NetLink Trust's provisioning of the Residential End-User Connection; or
- (d) there are security and confidentiality requirements or restrictions imposed on NetLink Trust by Government Agencies.
- If there is sufficient capacity to provide the Residential End-User Connection pursuant to 5.5 clause 6.1, NetLink Trust shall advise the Requesting Licensee within three (3) Business Days whether the Residential End-User Connection has been successfully set up. In the event that there is insufficient capacity to provide the Residential End-User Connection pursuant to the Request due to sudden surge of orders in a short period of time at a location or multiple Requesting Licensees serving the same location giving rise to rapid exhaustion of fibres for that location or NetLink Trust's Network has not been rolled out to that location, clause 6.2 shall apply and NetLink Trust shall inform the Requesting Licensee accordingly within three (3) Business Days and advise the Requesting Licensee that the RFS of the Residential End-User Connection will be extended to within ten (10) Business Days if there is insufficient capacity from FTTB Node of the Residential Premise to the First Termination Point or within forty (40) Business Days if there is insufficient capacity from CO to the First Termination Point. Upon receipt of NetLink Trust's notification of insufficient capacity, the Requesting Licensee has an option to either select a new appointment date or cancel the Request without charges within three (3) Business Days through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.
- 5.6 The Requesting Licensee shall pay NetLink Trust the applicable Installation Charge and Patching Charge specified in Schedule 15 (Charges) for provisioning the Residential End-User Connection.
- 5.7 Where NetLink Trust rejects any Request for Residential End-User Connection, NetLink Trust shall provide reasons explaining the basis for rejection promptly.
- In the event that a Residential Premise has a First Termination Point installed but has not been indicated as a "covered" site in NetLink Trust's MSI within such timeframe, as approved by IDA, indicated on NetLink Trust Platform, (due to an error in the MSI which is caused solely by NetLink Trust, its contractors or suppliers), and a Requesting Licensee is unable to submit

its Request, NetLink Trust shall accept the Request and provision the Residential End-User Connection Service on the same terms and conditions as if the Residential Premise has been included as a "covered" site. In addition, NetLink Trust shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge.

- 5.9 Where NetLink Trust has informed the Requesting Licensee that a Residential Premise has been installed with a First Termination Point and a valid Residential End-User Connection Request has been submitted by the Requesting Licensee for such a Residential Premise but it is subsequently found by NetLink Trust that the said Residential Premise has actually not been installed with the First Termination Point (due to an error in Mandated Services information which is caused solely by NetLink Trust, its contractors or suppliers), then NetLink Trust shall provision the Residential End-User Connection Service on the same terms and conditions as if the First Termination Point had been installed at the said Residential Premise. For the avoidance of doubt, NetLink Trust shall not impose the Installation Charge for the installation of such First Termination Points.
- 5.10 Where it is subsequently determined by NetLink Trust that a valid Residential End-User Connection Request submitted by the Requesting Licensee is for a Non-Residential Premise (due to an error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers), then NetLink Trust shall duly inform the Requesting Licensee of the nature of such error, and commence to deliver the service after the Requesting Licensee confirms that it wishes to proceed with the order; however, any charges imposed by NetLink Trust will follow the rates for a Residential End-User Connection (i.e. the entire clause 1 of Schedule 15). For the avoidance of doubt, all applicable charges under Schedule 15 for this End-User Premise shall revert to the charges for Non-Residential Premises upon the expiry of the 12 month contract period.
- 5.11 Where it is subsequently determined by NetLink Trust that a valid Residential End-User Connection Request submitted by the Requesting Licensee is for a Residential Premise that is not a covered site (due to an error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers), then NetLink Trust shall duly inform the Requesting Licensee of the nature of the error, and have the right to reject the Residential End-User Connection Request; however, NetLink Trust shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge. For the avoidance of doubt, this clause 5.11 shall also be applicable to a rejection under clauses 5.4(b) or 5.4(d). The rebates, where applicable will be shown in the next Invoice.

#### 5.12 For the avoidance of doubt:-

(a) where NetLink Trust discovers any error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, NetLink Trust shall

- inform the Requesting Licensee of the error and the correct Mandated Services Information within one (1) Business Day of NetLink Trust's discovery of the error;
- (b) where NetLink Trust is informed of an error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, NetLink Trust shall inform the Requesting Licensee of the error and the correct Mandated Services Information within three (3) Business Days of being informed of the error;
- the timeframe to inform the Requesting Licensee of an error in the Mandated Services Information or the correct Mandated Services Information indicated under clauses 5.12(a) and 5.12(b) shall exclude any delays caused by third parties such as building owners and/or management or end-user, who obstructs NetLink Trust during NetLink Trust's site survey or related checks;
- (d) where the Requesting Licensee wishes to cancel the Residential End-User Connection Request due to the error in the Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, or to change any parameter in the Residential End-User Connection Request for the same reason, NetLink Trust shall not require the Requesting Licensee to bear the Cancellation Charge specified in Schedule 15 (Charges) or any additional charges in relation to the cancellation or change in parameter(s). The Requesting Licensee shall submit the cancellation request due to the error in the Mandated Services Information via manual means or the NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform; and
- (e) where NetLink Trust fails to meet its Service Level Guarantees due to the error in Mandated Services Information which is caused solely by NetLink Trust, its contractors or suppliers, the Requesting Licensee is entitled to make a claim for the remedy provided by NetLink Trust pursuant to clause 2 of this Schedule; however, the Service Level Guarantees shall not apply during the time taken by the Requesting Licensee to consider whether to proceed with the order. For avoidance of doubt, the service activation period for such Request shall be deemed to start from the date of the Request.
- (f) where NetLink Trust has successfully changed the classification of a premise from a Non-Residential Premise to a Residential Premise upon the request of the Requesting Licensee, any error in the Mandated Services Information shall not apply. For the avoidance of doubt, NetLink Trust shall update the classification of the premise to Residential Premise in its Mandated Services Information after the change of classification has taken effect.

- 5.13 The Requesting Licensee may submit a request to change the scheduled appointment for the installation of the Termination Point. However, the Requesting Licensee must submit the request at least two (2) Business Days before the original appointment date and NetLink Trust reserves the right to reject the request depending on the Daily Request stated in the Demand Forecast.
- 5.14 The Requesting Licensee is only allowed to change the appointment to an available date, which shall be at minimum three (3) Business Days from the request for change of appointment date.

#### 6. **DELIVERY**

#### CLAUSE 6.1A – DIRECTED AMENDMENTS

6.1A For avoidance of doubt, NetLink Trust shall not be obliged to provide any Termination Point for Residential Premises located within development for which Code of Practice for Info-Communication Facilities in Buildings 2013 ("COPIF 2013") applies.

IDA notes that NetLink Trust has proposed to insert the above new Clause 6.1A, under which NetLink Trust would not be obliged to provide any Termination Points for Residential Premises located within developments to which COPIF 2013 applies. As this clause is widely drafted, it may also cover/include developments for which the building developer/owner is not required to provide the optical fibre cables and fibre termination points either. In order to address this issue/gap, and for clarity and certainty, IDA intends to engage NetLink Trust separately on, and may require NetLink Trust to make further changes to, its ICO to reflect the applicability of the COPIF 2013 in relation to such developments/buildings.

Accordingly, IDA directs NetLink Trust to delete Clause 6.1A in the manner specified above.

6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, NetLink Trust shall provide the Residential End-User Connection by the end of three (3) Business Days or, where applicable, a later date selected by the Requesting Licensee from the receipt of a valid Request from the Requesting Licensee, where NetLink Trust has deployed its Network to the Distribution Point, Final Distribution Point or First Termination Point of the Residential Premise. NetLink Trust shall use its reasonable endeavours to install the First or, where necessary, the Second Termination Point of the Residential Premise during the Requesting Licensee's preferred session.

- 6.2 (A) Where there is insufficient capacity to provide the Residential End-User Connection, NetLink Trust shall subject to clause 5.2 provide the Residential End-User Connection:
  - (a) within ten (10) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the FTTB Node of the Residential Premise and the First or Second Termination Point of the Residential Premise; or
  - (b) within forty (40) Business Days from the receipt of a valid Request from the Requesting Licensee if additional capacity is required to be installed between the designated Central Office and the First or Second Termination Point of the Residential Premise.

NetLink Trust shall use its reasonable endeavours to install the First or, where necessary, the Second Termination Point of the Residential Premise during the Requesting Licensee's preferred session.

# CLAUSE 6.2(B) - DIRECTED AMENDMENTS

(B) Where there is a delay during service provisioning, NetLink Trust shall make available promptly and no less frequently than on a daily basis on the NetLink Trust Platform (after the Platform is operational) and via email, up-to-date information on: (a) the reasons for the delay-and; (b) the estimated/revised timeframe required to complete service provisioning will be made available on a daily basis on the NetLink Trust Platform; and (c) any changes and/or via emailupdates to (a) and/or (b) herein, until the delay is resolved and service is provisioned. In certain instances, NetLink Trust may, through the NetLink Trust Platform, request the Requesting Licensee to arrange with the End-User a reappointment after the delay is resolved. The Requesting Licensee may either arrange the reappointment or cancel the Request without charges within three (3) Business Days in the event of insufficient capacity, through the NetLink Trust Platform when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

For each Request which could not be provisioned on the requested service activation date, NetLink Trust will provide a report stating the cause of delay (for e.g. resource constraint and network segment) and the estimated timeframe for resolution of the delay and estimated timeframe for completion of service provisioning. Such report shall be provided, via email, to the Requesting Licensee the Business Day after the relevant requested service activation date. Where NetLink Trust seeks to claim exemption from SLG for delays caused by third parties beyond NetLink Trust's reasonable control and despite its best endeavours to resolve such delay, NetLink Trust shall provide clear explanations on the circumstances surrounding the

delay, the efforts made to resolve the said delays and the estimated/revised timeframe to resolve the delays.

For orders which have been delayed for more than two (2) months, NetLink Trust will-shall at all times:

- (a) exercise its best endeavours to resolve the delays before rejecting any orders;
- (b) consider feedback received from the Requesting Licensee prior to any rejection of an order; and
- in addition to providing updates no less frequently than once every day as above, update the Requesting Licensee on a weekly basis, providing clear explanations on the circumstances surrounding the delays, and NetLink Trust's best efforts endeavours to resolve the said delays and, where applicable,

For the avoidance of doubt, NetLink Trust shall not be entitled to reject any orders which have been delayed for more than two (2) months unless and until it has fulfilled all of requirements (a), (b) and (c) above, and the Requesting Licensee has been given an opportunity to make representations to NetLink Trust to express its objection to NetLink Trust's proposed rejection of the order, in accordance with the requirements set out below in this Clause 6.2(B).

Where NetLink Trust proposes to reject an order which has been delayed for more than two (2) months, it shall give prior notice to the Requesting Licensee of its intention to do so and provide the Requesting Licensee with an opportunity to object to NetLink Trust's intention to reject such orders. proposed rejection.

Where the Requesting Licensee objects to NetLink Trust's proposed rejection of such orders, the Requesting Licensee must substantiate the objection within three (3) Business Days with the appropriate documentary evidence and, where applicable, provide a timeframe to resolve the delay.

Where the Requesting Licensee is able to substantiate the objection with the appropriate documentary evidence. NetLink Trust must provide the Requesting Licensee with the additional time necessary to provision or reject the order should the Requesting Licensee have no further objection to NetLink Trust's proposed rejection of the order.

<u>NetLink Trust</u> shall proceed to reject the <u>ordersorder</u> where the Requesting Licensee fails to substantiate <u>theirits</u> objection within <u>three</u> (3) Business Days. In the event the Requesting

Licensee disputes NetLink Trust's decision to reject such orders, the dispute shall be resolved in accordance with the Dispute Resolution Procedures in Schedule 17 of the ICO Agreement.

In any event, For avoidance of doubt, nothing in this clause shall preclude the Requesting Licensee has the option to submitting a new Request for the Residential End-User Connection once the cause of delays are have been resolved. In such cases, NetLink Trust shall not be entitled to impose any rejection or re-submission charges on the Requesting Licensee where the Requesting Licensee submits the new Request in accordance with this Clause 6.2(B).

IDA refers NetLink Trust to its Directed Modifications to this Clause 6.2(B), which IDA considers have not been fully/satisfactorily incorporated.

Under NetLink Trust's proposed modifications to the 1<sup>st</sup> paragraph of Clause 6.2(B), where there is a delay during service provisioning, NetLink Trust is only required to make certain limited information available on a "daily basis" until the delay is resolved and service is provisioned, as follows: (a) the reasons for the delay; and (b) the estimated/revised timeframe required to complete service provisioning, on the NetLink Trust Platform, or alternatively, via email. In this regard, IDA considers that such limited daily updates would not be sufficient in providing prompt and up-to-date information about the status of NetLink Trust's service provisioning. In particular, IDA's Directed Modifications require "regular" updates to be provided "on each Business Day or more frequently as appropriate".

In the 3rd paragraph of this Clause 6.2(B), it is not specified in the proposed modifications that NetLink Trust must use its best endeavours to resolve any delays before rejecting orders delayed for more than two (2) months. Further, IDA's Directed Modification that NetLink Trust must consider feedback received from the Requesting Licensee prior to any rejection has not been satisfactorily incorporated.

IDA refers NetLink Trust to Section 2 of IDA's Explanatory Memorandum, in which NetLink Trust is required to provide the Requesting Licensee with additional time to provision or reject an order, where the Requesting Licensee is able to substantiate its objection to an order being rejected. IDA notes that NetLink Trust has not proposed language which expressly provides for such additional time in this clause.

Furthermore, the use of the phrases "where applicable" in the 5<sup>th</sup> paragraph, and "once the cause of delays are resolved" in the last paragraph, of this Clause 6.2(B), is ambiguous and may lead to uncertainty.

IDA refers NetLink Trust to Section 2 of IDA's Explanatory Memorandum, which clarifies, amongst other things, that NetLink Trust will not impose any rejection or re-submission charges on the Requesting Licensee where a new Request is made in accordance with the provisions of this Clause 6.2(B). IDA considers that there is value in stating this position expressly, for the avoidance of doubt.

In view of the foregoing, and for further clarity, IDA directs NetLink Trust to incorporate the amendments in this Clause in the manner annotated above.

- 6.3 Where the home owner has previously refused NetLink Trust's entry to the premise, NetLink Trust will provide internal cabling within the Residential Premise using PVC trunking up to a maximum distance of 15 metres to the First Termination Point, measured from the point of entry to the Residential Premise to the First Termination Point. If the owner of a Residential Premise requests the installation of internal cabling that exceeds 15 metres and/or requires the use of deployment technique other than open ducting, NetLink Trust shall inform the Requesting Licensee and both parties shall mutually agree to a revised implementation timeline which shall not be subject to the provisioning Service Level Guarantee. The Requesting Licensee shall pay the additional charges for installation of internal cabling which exceeds 15 metres in accordance to Schedule 15 (Charges). For the avoidance of doubt, where the owner of a Residential Premise requires the use of deployment technique other than open ducting, such deployment shall be provided by a third party. The Requesting Licensee may download the applicable Service Report Form(s) ("SRF"), which shall include the length of the internal cabling for cases where internal cabling exceeds 15 metres, from the Service Portal, within five (5) Business Days from the date of service provisioning, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. The final charge shall be reflected in NetLink Trust's Invoice to the Requesting Licensee.
- Unless otherwise stated, NetLink Trust shall retain the responsibility for working at NetLink Trust's FDF at the Central Office and Building MDF Room, FTTB Node and First Termination Point, including Patching Service at NetLink Trust's FDF at the Central Office, Building MDF Room and FTTB Node in accordance with Schedule 13 on Patching Services. The Requesting Licensee shall bear the Charges for such work carried out by NetLink Trust.
- 6.5 Where the Requesting Licensee requests Residential End-User Connection for the purpose of providing OE services to the End-User, NetLink Trust will provide the necessary Patching

Service at NetLink Trust's FDF in the Building MDF Room using Patch Cable of not exceeding ten (10) metres in length. The Requesting Licensee shall provide its own Patch Cable if it requires a longer Patch Cable. For the avoidance of doubt, where the Requesting Licensee provides its own Patch Cable, NetLink Trust will not offer and Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Residential End-User Connection.

- 6.6 NetLink Trust will use optical fibre cable based on the ITU-T G.652D standard for outdoor installations and the ITU-T G.657A standard for in-building installations (where applicable) to deliver the Residential End-User Connection.
- 6.7 NetLink Trust shall ensure that the optical power loss:
  - (a) of any Residential End-User Connection for the purpose of provision of GPON services does not exceed -28dB; and
  - (b) of any Residential End-User Connection for the purpose of provision of OE services does not exceed -20 dB from NetLink Trust's FDF in the Central Office or the Requesting Licensee's FDF at the Central Office designated by NetLink Trust to NetLink Trust's FDF in the Building MDF Room, and does not exceed -20dB from NetLink Trust's FDF in the Building MDF Room to the First Termination Point of the Residential Premise.
- 6.8 NetLink Trust shall promptly notify the Requesting Licensee upon the completion of the Residential End-User Connection.

#### **CLAUSE 6.9 – APPROVED**

6.9 Subject to clause 6.10, in the event NetLink Trust fails to meet the applicable service activation period for a Request, NetLink Trust shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the SAP Rebate for the Residential End-User Connection, subject to a maximum of 60 times the SAP Rebate for the Residential End-User Connection, where:

SAP Rebate = Monthly recurring charge x 12 / 60

#### CLAUSE 6.10(d) - DIRECTED AMENDMENTS

- 6.10 NetLink Trust shall not be required to compensate the Requesting Licensee under any of the following circumstances:
  - (a) Delay in the granting of permission from or permission is not granted by the building owners/management or house owner or End-User to install the required Network to the Residential Premise within the said building, despite NetLink Trust using its best endeavours to obtain expeditiously such permission, provided that in the event that the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to obtain expeditiously the permission, NetLink Trust will provide evidence that it has used such best endeavours;
  - (b) Where the owner of a Residential Premise requests the installation of internal cabling that requires more than 15 metres of ducting and/or requires the use of a deployment technique other than open ducting;
  - (c) The Requesting Licensee requests the deferment of the service activation date; or
  - (d) In the event of any obstruction from building owner or building management to NetLink Trust's installation or installation schedule or any of the circumstances described in clauses 2.6(e) and 2.6(f) above, NetLink Trust shall use its best endeavours to remedy it expeditiously. Subject to clause 2.6(n), tThe Requesting Licensee hereby acknowledges and agrees that NetLink Trust shall not be held liable for any delays upon NetLink Trust's best endeavours in attempting to resolve expeditiously any obstruction from building owner or building management. In the event the Requesting Licensee raises a dispute as to whether NetLink Trust has used its best endeavours to resolve expeditiously such obstruction, NetLink Trust will provide evidence that it has used such best endeavours;
  - (e) The building which was initially under network coverage has been reconstructed and NetLink Trust has to reinstall its Network to the building.

For the avoidance of doubt, where the service activation date has been revised pursuant to any of the circumstances contemplated in this clause 6.10 or elsewhere in the ICO Agreement (unless otherwise stated), NetLink Trust shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

IDA refers Netlink Trust to the directed amendments to Clause 2.6(n) above. In the premises, IDA is of the view that the reference to Clause 2.6(n) in this

# Clause 6.10(d) should be deleted, and directs NetLink Trust to amend this clause by incorporating the directed amendments as annotated above.

6.11 If there is an undue delay for more than two (2) weeks after the service activation date (as stipulated under clauses 6.1 or 6.2), the Requesting Licensee shall be allowed to cancel without incurring cancellation charges.

#### 6A. JOINT INVESTIGATION OF FAULTS

- 6A.1 If any faults occur during the Requesting Licensee's initial installation of its equipment for the Residential End-User Connection, the Requesting Licensee shall first perform all necessary checks (which shall be at its own cost) to ensure that such fault does not lie within the Requesting Licensee's network. For the avoidance of doubt, this clause 6A shall only apply when the Requesting Licensee's installation of its equipment takes place within seven (7) calendar days (excluding Sundays and Public Holidays) from NetLink Trust's handover of the First Termination Point to the Requesting Licensee.
- 6A.2 Where the Requesting Licensee has performed all necessary checks (which shall be at its own cost) to ensure that such fault does not lie within the Requesting Licensee's network, the Requesting Licensee may inform NetLink Trust and NetLink Trust shall send a representative to the relevant Residential Premise for a joint investigation with the Requesting Licensee. NetLink Trust shall use its best endeavours to ensure that such representative shall arrive at the Residential Premise within one (1) hour from the receipt of such request from the Requesting Licensee. Notwithstanding anything in this clause 6A to the contrary, the Requesting Licensee may only request for a joint investigation between 9am and 7pm from Mondays to Saturdays, and may not request for a joint investigation on Sundays and Public Holidays.
- 6A.3 NetLink Trust's and the Requesting Licensee's representatives shall be present throughout such joint investigation process. Upon completion of such joint investigation, the NetLink Trust and Requesting Licensee representatives shall jointly sign off on an investigation report. The format of such investigation report shall consist of readings, and actions taken by NetLink Trust during the joint fault investigation.
- 6A.4 Where the joint investigation shows that the fault is not due to the Requesting Licensee's network, NetLink Trust shall delay the billing start date for such Residential End-User Connection to the time such fault is rectified. The fault shall be deemed to have been rectified when NetLink Trust provides a confirmation to the Requesting Licensee that the Residential End-User Connection has been restored. In the event that the joint investigation team encounters a delay in fault rectification due to any applicable circumstances stated in clause

- 2.6 above, the billing start date shall be adjusted to exclude the delays attributable to the applicable circumstances stated in clause 2.6.
- 6A.5 If NetLink Trust fails to repair an installation-related fault within seventy-two (72) hours from the commencement of the joint investigation, the Requesting Licensee may elect to cancel such faulty Residential End-User Connection either through manual means or via NetLink Trust Platform when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform. NetLink Trust shall waive the cancellation charge and Installation Charge of the Termination Point if the Requesting Licensee submits NetLink Trust's standard cancellation form (as per Annex 1B) to NetLink Trust after seventy-two (72) hours from the commencement of the joint investigation but before the fault is rectified.
- 6A.6 For the avoidance of doubt, the Requesting Licensee shall not be entitled to make any SLA or MTTR claims for such Residential End-User Connection for the duration of such joint investigation (including but not limited to the time taken to resolve any fault found).

#### 7. RESPONSIBILITY AT DP AND NETLINK TRUST FDF

- 7.1 The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access NetLink Trust's FDF at the Central Office and Building MDF Room, the FTTB Node and the Distribution Point.
- 7.2 Where the Requesting Licensee wishes to change the existing patching connection at NetLink Trust's FDF at the Central Office or Building MDF Room, the Requesting Licensee shall submit applications for termination of existing Patching Service and an order for new Patching Service at the Central Office or Building MDF Room in accordance with Schedule 13 (Patching Service).

#### 8. **DEACTIVATION**

- 8.1 Subject to the minimum contract term, the Requesting Licensee may deactivate the Residential End-User Connection by giving NetLink Trust a Request not less than three (3) Business Days before the date of deactivation. Except where NetLink Trust performs a Fibre Takeover pursuant to clause 20, the Existing Requesting Licensee shall remain liable for the minimum contract term.
- 8.2 The cancellation of the Request for deactivation shall be submitted to NetLink Trust at least one (1) Business Day before the date of the deactivation of the Residential End-User Connection.

- 8.3 If the Residential End-User Connection service is terminated by the Requesting Licensee pursuant to clause 8.1 before the expiry date of the minimum contract term, the Requesting Licensee must pay NetLink Trust one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.
- 8.4 Where any Patching Service is no longer required as a result of the termination of the Residential End-User Connection, NetLink Trust shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges for removing the Patching Service at the Central Office designated by NetLink Trust in accordance with Schedule 15 (Charges). Notwithstanding the above, the Requesting Licensee shall not be liable to pay any Charges for the removal of Patching Service related to or in connection with the termination of the Residential End-User Connection, if such termination is the result of NetLink Trust's fault.

#### 9. STANDARD TERMS AND CONDITIONS

- 9.1 NetLink Trust shall at its sole discretion determine its network deployment, including but not limited to the access points, fibre cable routing and location of the Central Office, Building MDF Room, FTTB Node, Distribution Point and Termination Point from which the Residential End-User Connection is provided. Prior to installation of the Termination Point, NetLink Trust will assess the suitability of the location to accommodate the deployment of active equipment, such that there will be adequate ventilation and power within reach of the active equipment. Notwithstanding, NetLink Trust's assessment and recommendation on the location of the Termination Point, NetLink Trust shall defer to the agreement or instructions of the End-User. The Requesting Licensee, its agents or sub contractors shall not tamper with, modify, remove or re-locate any Termination Point or any part of the Network in any way or take steps to repair any Termination Point or any part of the Network.
- 9.2 NetLink Trust shall be responsible for the maintenance of the Residential End-User Connection installed under this Schedule.
- 9.3 Except to the extent strictly necessary to accurately describe the service to actual or potential Customers, the Requesting Licensee shall not use NetLink Trust's name, any NetLink Trust's trademarks or the fact that any service is supplied using NetLink Trust's Network in promoting the Requesting Licensee's service.
- 9.4 The Parties shall in good faith co-operate with each other and take reasonable measures to ensure that there is no interference with or deterioration to NetLink Trust's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Residential End-User Connection.

#### CLAUSES 9.5 AND 9.6 – DIRECTED AMENDMENTS

- 9.5 If it is necessary to carry out any planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Residential End-User Connection, NetLink Trust shall provide the Requesting Licensee with at least four (4) weeks' notice in advance of such interruptions, repairs or upgrades, and shall inform Requesting Licensees of the period of service interruption. In the event that it is necessary for the planned service interruption has to be changedpostponed, NetLink Trust shall provide the Requesting Licensee with no less than one (1) week's notice prior to the original scheduled commencement date of the service interruption. Where, for reasons beyond its control, NetLink Trust is unable to give advance notice to the Requesting Licensee as required by this Clause 9.5 e.g. where the service interruption or postponement thereof is necessitated by site works carried out by Third Parties and such Third Parties do not give NetLink Trust sufficient advance notice, NetLink Trust received notifications of less than one (1) week from third parties. NetLink Trust shall notify the Requesting Licensee of the service interruption, or postponement thereof (as the case may be), as soon as practicable and shall inform the Requesting Licensee of the period of service interruption in accordance with the requirements according to the principle for an urgent service interruption as set out in Clause 9.6. NetLink Trust would shall use its best endeavours to minimise any service disruption to the Requesting Licensee.
- 9.6 If it is necessary to carry out an urgent service interruption, including but not limited to circumstances in which it is necessary for a planned service interruption to be postponed or brought forward, and NetLink Trust is unable to give advance notice to the Requesting Licensee as required by Clause 9.5 for reasons beyond NetLink Trust's control, for which circumstances has changed giving rise to an urgent service interruption of the Residential End-User Connection, NetLink Trust shall notify the Requesting Licensee as soon as practicable of: (i) the commencement date and time of the urgent service interruption; and (ii) the estimated period and end date of the urgent service interruption; and (iii) the reason for such urgent service interruption. NetLink Trust shall also inform the Requesting Licensee as soon as the urgent service interruption has ended., including after the carrying out of the service interruption. NetLink Trust would shall use its best endeavours— to minimise any service disruption to the Requesting Licensee.

As stated in the directed modifications to Clauses 9.5 and 9.6 and in Section 5 of the Explanatory Memorandum to the Direction dated 10 December 2014, NetLink Trust was (amongst other things) required to provide one month's notice for all planned interruptions, and one week's notice for any postponement of such planned interruptions.

IDA notes that the word "changed" in Clause 9.5 could be read so as to include both the postponement and bringing forward of planned service interruptions. In this regard, IDA considers that there is value in amending Clause 9.5 to make clear that it only allows for the postponement, and not bringing forward, of planned service interruptions. Otherwise, if planned service interruptions could be brought forward under Clause 9.5 by giving one week's notice to the Requesting Licensee, a planned service interruption could conceivably be brought forward to commence before the end of the four-week notice period, which would defeat the four-week notice requirement.

Furthermore, IDA considers that there is value in amending Clause 9.5 to make clear that, in cases where it is necessary for NetLink Trust to postpone a planned service interruption, the notice of postponement should be one week before the original scheduled commencement date. In other words, the one-week notice period should be computed with reference to the original scheduled commencement date of the planned service interruption (as opposed to the rescheduled commencement date). For example, where a planned service interruption is originally scheduled to commence on 8 July 2015, and is subsequently postponed to commence on 22 July 2015, NetLink Trust would be required to give notice of the postponement to the Requesting Licensee no later than 1 July 2015 (one week before 8 July 2015).

Also, as stated in the directed modifications to Clauses 9.5 and 9.6 and in Section 5 of the Explanatory Memorandum to the Direction dated 10 December 2014, in cases where planned interruptions are the subject of unforeseen postponements and NetLink Trust is restricted to a shorter notification period due to corresponding short notices provided by third parties, NetLink Trust shall notify Requesting Licensees by applying the same principles as for unplanned interruptions.

In this respect, IDA considers that there is value in amending the language of Clause 9.5 to clarify the circumstances under which a planned service interruption (or postponement thereof) may be subject to the principles applicable to urgent service interruptions.

IDA also considers that there is value in clarifying the contents of the notice to Requesting Licensees as provided for in Clause 9.6.

Accordingly, IDA directs NetLink Trust to amend Clauses 9.5 and 9.6 in the manner annotated above.

- 9.7 NetLink Trust shall include the following details in the written notification or via the NetLink Trust Platform APIs to the Requesting Licensee:
  - (a) Affected Location;
  - (b) Date of occurrence:
  - (c) Time of occurrence (start & end timings);
  - (d) Cause of Planned Disruption;
  - (e) Order Request Identifier of the affected orders; and
  - (f) NetLink Trust's Network Operations Centre Contact Number.
- 9.8 If the planned service interruption affects Residential End-User Connections, NetLink Trust will carry out the planned service interruption between 9:00am and 6:00pm or as the Building Managers/MCST may approve (if applicable) or unless it is not feasible for NetLink Trust to do so.
- 9.9 Subject to Requesting Licensee acquiring redundancy service, NetLink Trust shall, where technically feasible, provide assistance to Requesting Licensee to divert its Residential End-User Connection to the redundancy service before commencing the planned service interruption.
- 9.10 Where there are available resources, NetLink Trust will, where possible, first divert critical links to alternative routings before commencing the planned service interruption.
- 9.11 Subject to clause 9.5 or 9.6 or 9.7, NetLink Trust shall not be liable for any loss caused by such service interruption, except for any Service Level Guarantee rebate that arises from NetLink Trust carrying out the service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance to clause 11.
- 9.12 The Requesting Licensee shall be responsible to the Requesting Licensee's Customers for all aspects of the Requesting Licensee's services including but not limited to the operations and maintenance of the Requesting Licensee's service.
- 9.13 The Requesting Licensee must procure and maintain at its own cost:
  - (a) any equipment or software needed to implement, receive or use the Residential End-User Connection (including but not limited to any configuration of the NTE at the Residential Premise);

- (b) co-location at the designated Central Office and Building MDF Room; and
- (c) access to the Residential Premise.
- 9.14 Upon receipt by NetLink Trust of any request from Requesting Licensee for Removal, NetLink Trust shall check if the First or Second Termination Point is in use by any Requesting Licensee. NetLink Trust will reject the request if the First or Second Termination Point, as the case may be, is in use. Otherwise NetLink Trust shall perform such Removal which shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Requesting Licensee will have to bear the charge for Removal of the Termination Point in accordance with Schedule 15 (Charges). End-User shall ensure that NetLink Trust and/or its Contractor has ease of access to perform such Removal. NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.
- 9.15 Nothing in this Schedule vests in the Requesting Licensee any right, title or proprietary interest in the optical fibre cable, equipment or facilities forming part of the Residential End-User Connection.
- 9.16 Onsite charges are applicable whenever Requesting Licensee requests for NetLink Trust to be onsite other than for provisioning of Residential End-User Connection or for reasons caused by NetLink Trust's fault or error.
- 9.17 Upon receipt by NetLink Trust of any request from Requesting Licensee for relocation or repair and replacement of Termination Point within the same premise, NetLink Trust shall perform such relocation or repair and replacement of Termination Point. For relocation of Termination Point, it shall not include removal of any part of the Network, surface trunking and/or Termination Point that are concealed either by a false ceiling, within any furniture or rendered inaccessible. The Requesting Licensee will have to bear the charge for relocation or repair and replacement of the Termination Point in accordance to Schedule 15 (Charges). End-User shall ensure that NetLink Trust and/or its Contractor has ease of access to perform such relocation or repair and replacement of Termination Point. NetLink Trust shall use its best endeavours to minimize damage to the wall and/or other fittings save that NetLink Trust shall not be responsible or liable to move or shift any furniture or items belonging to End-User, re-plaster the wall, perform any painting works or reinstate the wall and/or other fittings accordingly.

#### 10. ACCESS AND APPROVALS REQUIRED

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

#### 11. FAULT REPORTING AND CLEARING

- 11.1 Each Party must have or establish a Fault Reporting and Control Centre (**FCC**) to act as a single point of contact for the reporting, management and clearing of faults. The FCC must be available twenty-four (24) hours a day, seven (7) days a week.
- 11.2 It is the Requesting Licensee's responsibility to determine the source of the fault at its own cost and to ensure that the fault does not lie within its own network before reporting the fault to NetLink Trust. The Requesting Licensee shall pay NetLink Trust according to Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by NetLink Trust.
- 11.3 Where the fault is reported via the NetLink Trust Platform, the Requesting Licensee shall indicate the following:
  - (a) Order Request Identifier
  - (b) Requesting Licensee Incident ID
  - (c) Incident type
  - (d) Description of fault ticket
  - (e) End-User contact details

Upon successful submission of the fault, the NetLink Trust Platform will provide a fault acknowledgement.

Upon receipt of a fault report from the Requesting Licensee under clause 11.2, NetLink Trust shall investigate the cause of the fault experienced by the Requesting Licensee in a diligent and responsible manner as would be expected of a competent service provider. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the fault rectification and also updates when there is a change in status of the fault investigation/rectification work through NetLink Trust Platform, when available, or via manual means. For the avoidance of doubt, NetLink Trust shall inform the industry when the

above feature will be available on NetLink Trust Platform. Where a fault is reported via manual means, Requesting Licensee shall submit information as required above. NetLink Trust may also provide the updates and status via Email.

- 11.4 If, following investigation, NetLink Trust determines that the fault is at the Transmission Tie Cable at the Central Office, NetLink Trust will patch the Residential End-User Connection to another available Transmission Tie Cable Port and charge the Requesting Licensee a Patching Charge in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Transmission Tie Cable at the Central Office.
- 11.5 If, following investigation, NetLink Trust determines that the fault is at the Patch Cable at the Building MDF Room, NetLink Trust will replace with another Patch Cable(s) and charge the Requesting Licensee a Patching Charge(s) in accordance with Schedule 15 (Charges) if the Requesting Licensee was responsible for the fault at the Patch Cable at the Building MDF Room.
- 11.6 If, following investigation, NetLink Trust determines that no fault is found or the fault is not due to the NetLink Trust Network or equipment, then NetLink Trust shall charge the Requesting Licensee a No Fault Found Charge for the fault report in accordance with Schedule 15 (Charges).
- 11.7 The process for fault investigation shall be as follows:
  - (a) For each of the three (3) wavelengths of 1310nm, 1490nm and 1550nm where applicable, the optical power shall be measured in accordance with clause 6.7 above, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex 1C),
  - (b) if the power loss do not exceed the limit specified in clause 6.7 then the following steps shall be carried out before a finding of "no fault found" will be recorded:
    - determine that the patching at CO/MDF room and the patch cord are properly installed
    - determine the optical power at the output of splitter port, for GPON is within acceptable limits
      - Or determine the optical power at the output of the OE to NetLink Trust's FDF in the Building MDF room is within the acceptable limits
    - determine that no macro bending that produces high loss
    - determine that no dirty/damaged connector

- determine that no fibre cut or damaged Termination Point
- determine that there is no wrong patching
- measurements of the following shall also be taken :
  - > optical time-domain reflectometer
  - power loss
- Upon completion of any fault investigation where both NetLink Trust and Requesting Licensee are present, NetLink Trust will hand over the Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the "Fault Rectification Service Report" (Annex 1C), which will state the outcome of the investigation. For fault investigation where Requesting Licensee is not required to be present, NetLink Trust shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly. NetLink Trust shall provide periodic updates to the Requesting Licensee on the status of the investigation and also updates when there is a change in status of the investigation through NetLink Trust Platform, when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above features will be available on NetLink Trust Platform.
- 11.8 If NetLink Trust is unable to identify any fault, NetLink Trust will call for a fault identification coordination meeting between NetLink Trust and the Requesting Licensee to identify the fault. NetLink Trust will notify the Requesting Licensee on the request for fault identification. The Requesting Licensee shall provide all reasonable assistance requested by NetLink Trust. Each Party is to bear its own cost for attending such fault identification coordination meeting as well as any testing or trouble-shooting activities required as a result of such a meeting. For the avoidance of doubt, save as provided below, each party shall bear its own costs for the purpose of any fault investigation:
  - (a) In the event that a particular fault is due to NetLink Trust or its contractors, NetLink Trust shall not impose any charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an NetLink Trust-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall not impose the joint investigation charge on the Requesting Licensee even if the fault identification process is initiated by the Requesting Licensee.
  - (b) In the event that a particular fault is due to the Requesting Licensee or its contractors or its End-Users, NetLink Trust shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an NetLink Trust-initiated fault identification coordination meeting or a

- Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the fault identification process is initiated by the Requesting Licensee.
- (c) In the event that it is agreed that a particular fault is not due to NetLink Trust (or its contractors) or the Requesting Licensee (or its contractors or End-Users), NetLink Trust shall be entitled to impose a charge on the Requesting Licensee for access to the Co-Location Space (where applicable) only if it is an Requesting Licensee-initiated joint investigation process. In addition, NetLink Trust shall also be entitled to impose the joint investigation charge on the Requesting Licensee if the process was initiated by the Requesting Licensee.
- (d) Except for (a) above, if it is discovered that any part of the Network located in the Residential Premise is damaged, NetLink Trust shall impose the relevant charges in accordance to Schedule 15 (Charges) accordingly to the End-User and charge the End-User directly unless the damage is caused by the Requesting Licensee.
- 11.9 The Residential End-User Connection is deemed to be restored when NetLink Trust has tested and confirmed to the Requesting Licensee that the Residential End-User Connection has been restored. NetLink Trust will notify the Requesting Licensee with the cause of fault.
- 11.10 Where the Requesting Licensee has lodged with NetLink Trust a fault report and NetLink Trust is in the process of investigating the fault or where the Requesting Licensee has not lodged a fault report but suspects that there is a fault on the Residential End-User Connection, the Requesting Licensee may request NetLink Trust for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. Subject to NetLink Trust's resource availability and agreement to the date, time and venue, NetLink Trust shall attend the joint investigation and charge the Requesting Licensee the Joint Investigation Charge according to Schedule 15 (Charges), if the fault is not due to NetLink Trust. If the fault is due to NetLink Trust, NetLink Trust will waive the Joint Investigation Charge. The process for a joint investigation shall be as described in clause 11.7. Clauses 11.8(a) to (c) will also apply to joint investigations under clause 11.10. Additionally, where the Requesting Licensee disputes NetLink Trust's findings, the Requesting Licensee may request NetLink Trust for a fault identification coordination meeting.
- 11.11 The Requesting Licensee acknowledges that NetLink Trust may temporarily disconnect the Requesting Licensee's Residential End-User Connection to perform reasonable fault analysis and line testing on the Residential End-User Connection. NetLink Trust shall conduct such disconnection only as it reasonably considers necessary. NetLink Trust shall notify the Requesting Licensee at least thirty (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.

11.12 Each Party shall maintain and store its own records of faults and repairs.

#### **Mean Time To Recovery**

- 11.13 NetLink Trust shall restore any fault within a standard Mean Time To Recovery (**MTTR**) of eight (8) hours.
- 11.14 Subject to clause 2.6, the MTTR shall be the average time NetLink Trust took to restore service for all fault incidents for all Residential End-User Connections acquired by the Requesting Licensee under this Schedule during a month, measured from the time each fault is reported by the Requesting Licensee to the time NetLink Trust confirms that the fault is restored, excluding fault incidents where NetLink Trust is prevented or restricted from restoring the service owing to matters that are not within NetLink Trust's control. For the avoidance of doubt, the MTTR is calculated as follows:

Where X = Time taken to restore fault incidents for each Residential End-User Connection during a month as described above

Y = Total number of affected Residential End-User Connections in the same month

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

#### 12. SERVICE LEVEL AVAILABILITY

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

12.2 Service level availability for the Residential End-User Connection is calculated as follows:

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

B = total network outage time for the Residential End-User Connection in the same month (in hours)

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

#### 13. PROTECTION AND SAFETY

- 13.1 Each Party is responsible for the safe operation of its Network and in particular the safe operation of any equipment within its Network on its side of the connection at the designated Central Office and the Residential Premise.
- 13.2 Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Residential End-User Connection, its operations and its implementation of this Schedule:
  - (a) do not endanger the safety or health of any person, including the employees and contractors of the Parties; and
  - (b) do not damage, interfere with or cause any deterioration in the operation of the NetLink Trust Network.

#### 14. TERM OF LICENCE

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.

#### 15. SUSPENSION

- 15.1 NetLink Trust may suspend the Requesting Licensee's licence to the Residential End-User Connection at any time until further notice to the Requesting Licensee if the Residential End-User Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of NetLink Trust or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the NetLink Trust Network. If the suspension is the result of the Requesting Licensee's fault, the Requesting Licensee shall continue to pay the Monthly Recurring Charge during the period of suspension.
- 15.2 Without limiting the exclusions or limitations of liability in this ICO Agreement, NetLink Trust shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of a Residential End-User Connection licence under this clause 15.

#### 16. TERMINATION OF LICENCE

#### CLAUSES 16.1 AND 16.2 – DIRECTED AMENDMENTS

- 16.1 The Requesting Licensee shall keep NetLink Trust informed on the Requesting Licensee's utilisation of each <u>Residential End-User Connection</u> service connection six (6) months from the service activation date and when there are changes to the utilisation.
- The Requesting Licensee must use or activate a service to a Retail Service Provider using the Residential End-User Connection within six (6) months from the service activation date of the Residential End-User Connection. If the Requesting Licensee fails to do so, NetLink Trust shall, at its sole discretion, deactivate the Residential End-User Connection upon giving the Requesting Licensee ten (10) Business Days' prior notice, and if the Requesting Licensee did does not dispute such written notice as given by NetLink Trust—. The Requesting Licensee must pay NetLink Trust—the Monthly Recurring Charges for the remainder of the minimum contract term.

Where an End-User had terminated aceases its subscription to a Residential End-User Connection service, subject to the applicability of the minimum contract term but not early termination charges, the Requesting Licensee shall submit a request to terminate the corresponding Residential End-User Connection accordingly via the NetLink Trust Platform within one (1) two (2) Business Day weeks of such termination cessation of subscription by the End-User. NetLink Trust shall make available the released and unused fibre strand to all Requesting Licensees within one (1) Business Day from the date the Requesting Licensee releases an unused fibre strand. If the Requesting Licensee fails to do so, OpenNet shall, at its

sole discretion, deactivate the relevant Residential End User Connection upon giving the Requesting Licensee two (2) Business Days prior notice.

In order to ensure that there is a clear and unambiguous process by which Requesting Licensees may request termination of the Residential End-User Connection upon cessation of the End-User's subscription, IDA considers it necessary for the drafting of Clauses 16.1 and 16.2 to be amended for further clarity.

Accordingly, IDA directs NetLink Trust to incorporate the amendments to Clauses 16.1 and 16.2 as annotated above.

- 16.3 NetLink Trust may immediately terminate a licence of Residential End-User Connection under this Schedule if:
  - (a) the Requesting Licensee is no longer an FBO;
  - (b) the NetLink Trust ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;
  - (c) the Authority removes the requirement for NetLink Trust to supply Residential End-User Connection under the NetLink Trust ICO or exempts NetLink Trust from supplying Residential End-User Connection under the ICO Agreement, provided that the date of termination shall not be earlier than the effective date of the Authority's decision;
  - (d) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Residential End-User Connection in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Requesting Licensee is in contravention of the applicable law, licence, code, regulation or direction;
  - (e) in NetLink Trust's reasonable opinion, the Requesting Licensee is using the Residential End-User Connection in a manner which places or allows a Third Party to act in contravention of an applicable law, licence, code, regulation or direction and NetLink Trust has the necessary confirmation from the relevant Government Agencies that the Third Party is in contravention of the applicable law, licence, code, regulation or direction;
  - (f) the Residential End-User Connection is used other than the purposes specified in clause 1;

- (g) the licence in respect of Co-Location Space to which the Residential End-User Connection is connected has been terminated or has expired;
- (h) the Residential End-User Connection has become unsafe for its purpose; or
- (i) NetLink Trust's right to own, maintain or operate the Residential End-User Connection has been revoked or terminated, or has expired.

#### 16.4 Either Party (**Terminating Party**) may terminate the Residential End-User Connection:

- (a) if the other Party is in breach of this Schedule other than failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of sixty (60) Calendar Days after receiving notice from the Terminating Party;
- (b) if the Requesting Licensee's Residential End-User Connection licence has been suspended pursuant to clause 15.1, and the cause of such suspension has not been remedied or rectified for a period of sixty (60) Calendar Days from the date of the suspension; or
- (c) if the Requesting Licensee is in breach of this Schedule by its failure to pay any sum for which the Requesting Licensee has been invoiced, and such breach remains un-remedied for a period of fourteen (14) Calendar Days after receiving notice from the Terminating Party. For the avoidance of doubt, this sub-clause shall not apply pending the resolution of any Billing Dispute in accordance with the provisions of Schedule 16 (Billing).

#### 16.5 Upon termination of the licence of Residential End-User Connection:

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

- 16.6 If the licence of a Residential End-User Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to NetLink Trust for the Monthly Recurring Charges for the remainder of the minimum contract term.
- 16.7 If the Requesting Licensee fails to disconnect its equipment from the Residential End-User Connection under clause 16.5(b), NetLink Trust may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to NetLink Trust all reasonable costs associated with the work undertaken by NetLink Trust including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against NetLink Trust in connection with the removal and/or disposal of the Requesting Licensee's equipment from the Residential End-User Connection.

#### 17. REDUNDANCY SERVICE

- 17.1 The Requesting Licensee may acquire:
  - (a) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services, one separate fibre strand from NetLink Trust's splitter at the Building MDF Room to the First Termination Point of the Residential Premise;
  - (b) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services, one separate fibre strand from NetLink Trust's FDF at the Building MDF Room to the First Termination Point of the Residential Premise; or
  - (c) for a Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from NetLink Trust's FDF at the CO to the First Termination Point of the Residential Premise

(**Redundancy Service**) at the same prices, terms and conditions as the Residential End-User Connection through a request in the form of Annex 1A either via manual means or via the NetLink Trust Platform, unless stipulated otherwise in this clause 17.

17.2 NetLink Trust shall provide the Redundancy Service via the same duct and along the same path as the existing Residential End-User Connection, without Duct Diversity and without Path Diversity. NetLink Trust may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Residential End-User Connection. NetLink Trust shall have the right to reject a request for the Redundancy Service if both fibres in the First Termination Point are in use.

- 17.3 The Requesting Licensee is eligible to acquire a Redundancy Service for the Residential End-User Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent Residential End-User Connection to the same Residential Premise. The Requesting Licensee may request NetLink Trust to reject the Request for the Residential End-User Connection in the event that NetLink Trust is unable to provide the Redundancy Service, but such Requests for the Residential End-user Connection and the Redundancy Service must be submitted together to NetLink Trust.
- 17.4 The Requesting Licensee shall be responsible, at its own cost and equipment, for the implementation of diversity or redundancy for its services using the Redundancy Service provided by NetLink Trust.
- 17.5 NetLink Trust shall make the Redundancy Service available to the Requesting Licensee, except where NetLink Trust is unable to build the requisite infrastructure (other than fibre) to provide the Redundancy Service or due to any of the reasons stated in clause 5.4.

# 18. RELOCATION SERVICE FROM ONE RESIDENTIAL ADDRESS TO ANOTHER RESIDENTIAL ADDRESS

- 18.1 The Requesting Licensee may request to relocate the End-User Connection for an End-User to the End-User's new or other residential address (**Relocation Service**) via manual means or the NetLink Trust Platform when available (which NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform) giving, amongst others, the following information:
  - (i) The Order Request Identifier of existing connection at old residential premise
  - (ii) Service activation date at new residential premise
  - (iii) All applicable supporting documents evidencing that the request for Relocation is at the request of or for the benefit of one End-User.
- 18.2 Subject always to the terms of this Schedule, NetLink Trust shall provide the Relocation Service by installing (where applicable) and activating a new Residential End-User Connection at the new Residential Premise in accordance to clause 6, followed by deactivation of the existing Residential End-User Connection at the former premise. The expiry date of the minimum contract term which will be computed from the initial order remains unchanged.
- 18.3 For the avoidance of doubt, each request for Relocation Service shall constitute one (1) Request for Residential End-User Connection, which must fall within the Maximum Quota.

- 18.4 The Requesting Licensee shall make payment of the applicable charges for every request for Relocation Service which includes charges for Relocation Service, Installation, activation of Patching in the CO (where applicable) and deactivation of Patching in the CO and MDF room in accordance to Schedule 15 (Charges), where applicable. A Cancellation Charge as set out in Schedule 15 (Charges) shall be applicable if the Requesting Licensee cancels the request for Relocation Service after acceptance by NetLink Trust. A change in the End-User's new Residential Premise address shall constitute a cancellation.
- 18.5 At all times, the Requesting Licensee shall be solely responsible for the relocation of its services to the End-User arising from the request for Relocation Service.
- 18.6 For avoidance of doubt, there shall be no express service activation for a request for Relocation Service.

#### 19. SECOND TERMINATION POINT

- 19.1 Where all the fibre strands of the First Termination Point are in use, NetLink Trust shall install a Second Termination Point:
  - (a) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing GPON services, one separate fibre strand from NetLink Trust's splitter at the Building MDF Room to the Second Termination Point of the Residential Premise;
  - (b) for a Residential End-User Connection of 1:24 Split Ratio for the purpose of providing OE services, one separate fibre strand from NetLink Trust's FDF at the Building MDF Room to the Second Termination Point of the Residential Premise; or
  - (c) for a Residential End-User Connection of 1:1 Split Ratio, one separate fibre strand from NetLink Trust's FDF at the CO to the Second Termination Point of the Residential Premise

on the same terms and conditions as the Residential End-User Connection via manual means or the NetLink Trust Platform when available, unless stipulated otherwise in clause 19. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.

- 19.2 NetLink Trust shall have the right to reject a Request for Second Termination Point if all the fibre of the First Termination Point are not in use.
- 19.3 The Requesting Licensee may submit a Request for Second Termination Point provided the Requesting Licensee has submitted a Request for a Residential End-User Connection to this Second Termination Point.

19.4 The Requesting Licensee shall pay NetLink Trust the applicable Installation Charge for Second Termination Point and Installation of Internal Cabling Charge specified in Schedule 15 (Charges) for provisioning the Residential End-User Connection for the Second Termination Point.

#### CLAUSES 20 and 21 – DIRECTED AMENDMENTS

#### 20. FIBRE TAKEOVER PROCESS

- 20.1.1 The provisions of this section shall be applicable to New Requesting Licensees' requests to

  NetLink Trust for Fibre Takeover. The proposed provisioning sequence ("Original FTO

  Process") are is as follows:
  - (i) New Requesting Licensee shall submit a request for Fibre Takeover to NetLink Trust through NetLink Trust Platform when available. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.
  - (ii) No later than the next Business Day after receipt of New Requesting Licensee's request for Fibre Takeover, the Existing Requesting Licensee will be informed of NetLink Trust's intention to deactivate the existing connection. Existing Requesting Licensee <a href="must decide within will have-five">must decide within will have-five</a> (5) Business Days <a href="https://whether.it.wishes-to-accept such request.
  - (iii) If the Existing Requesting Licensee does not accept the Request, Otherwise—the request will be deemed as rejected. Where Existing Requesting Licensee accepts the request, NetLink Trust will process the request and perform the Fibre Takeover, as according to the terms of this Schedule, within three (3) business days thereafter. Both New and Existing Requesting Licensees will be informed of the date of the Fibre Takeover three (3) business days in advance.
  - (iv) It is then the responsibility of both the New and Existing Requesting Licensee to liaise with its affected Retail Service Providers accordingly.
  - (v) The New Requesting Licensee is responsible for providing accurate information to NetLink Trust and shall indemnify NetLink Trust for any loss or damages occasioned by or arising from wrong information provided which resulted in NetLink Trust activating or deactivating any Residential End-User Connection.
  - (vi) The Existing Requesting Licensee shall be entitled to:

- 20.1.1.1.1 Waiver of the Pre-mature Termination Charge (if any); and
- 20.1.1.1.2 Rebate amount equal to one (1) month of the Monthly Recurring Charge,

for the affected connection.

- (vii) The New Requesting Licensee shall be entitled to:
  - (a) Rebate amount equal to one (1) month of the Monthly Recurring Charge,

for the affected connection.

### 21. ENHANCED FIBRE TAKEOVER PROCESS

- 21.1 The provisions of this section shall be applicable only where the New Retail Service Providers ("New RSP") intending to provide telecommunication services to End-Users ("EU") via the NGNBN are parties to an industry implemented agreement on the Fibre TakeOver ("FTO") process. Additionally, the New Requesting Licensee and Existing Requesting Licensee are different but must also be parties to the same industry implemented agreement on the FTO process. For the avoidance of doubt, such industry implemented agreement is to be voluntarily agreed upon and entered into by the parties to that agreement.
- 21.2 The New and Existing Requesting Licensees shall comply with the FTO process ("Enhanced FTO Process") as outlined below:
  - (a) The EU shall approach the New RSP, who shall determine the EU's eligibility for the FTO process via NetLink Trust Platform. For the avoidance of doubt, NetLink Trust shall inform the industry when the above feature will be available on NetLink Trust Platform.
  - (b) Where the EU has an existing service, the New RSP to check if EU would be switching RSPs.
  - (c) Where EU is switching RSP, the New RSP shall explain the details of the FTO process and the applicable terms & conditions to the EU.
  - (d) Where the relevant criteria are satisfied, the eligible EU's application will include an FTO request. The New RSP will place the order via the New Requesting Licensee together with the particulars of the Existing RSP. The New Requesting Licensee shall

proceed to indicate the preferred appointment date which is from T+5 onwards in the FTO request.

- (e) No later than the next business day after receipt of Request for FTO from the New RSP, NetLink Trust shall inform the Existing Requesting Licensee of the Existing RSP of the order from the New RSP.
- (f) The Existing Requesting Licensee must approve the New RSP's order within three (3) Business Days. The Existing Requesting Licensee may only reject the request if the Existing Requesting Licensee is using the same fibre to provide services to more than one RSP, or if the stated End User is not the authorized party of the subscribed service with the Existing RSP.
- (g) NetLink Trust shall proceed with the service provisioning to the New Requesting Licensee where approval pursuant to paragraph (f) above is received from the Existing Requesting Licensee. Where NetLink Trust do not receive any response from the Existing Requesting Licensee as provided for in paragraph (f) above, the New RSP's order shall be deemed approved and NetLink Trust shall proceed with service provisioning accordingly.
- (h) Where the order is rejected pursuant to paragraph (f) above, NetLink Trust shall notify the New Requesting Licensee to place a normal service provisioning order under this Schedule 1. All timelines stated in this Schedule 1 shall be computed from the time the order is placed.
- (i) Where the order is approved or deemed approved as set out in paragraphs (f) or (g) above, NetLink Trust shall send an order confirmation to the New Requesting Licensee on T+3 with the particulars of NetLink Trust's contractors and the selected timeslot proceed to the serving cabinet to proceed with the service provisioning on the appointed date.
- (j) On the appointed date, NetLink Trust's contractors shall proceed to the serving cabinet to proceed with the service provisioning.
- (k)(j) Where service was successfully provisioned, NetLink Trust will notify both the Existing and New Requesting Licensees.
- (<u>1</u>)(<u>k</u>) Upon the successful service provisioning under the Request for Fibre Takeover, the Existing Requesting Licensee shall be entitled to:
  - a. Waiver of the Pre-mature Termination Charge (if any); and

- b. Rebate amount equal to one (1) month of the Monthly Recurring Charge, for the affected connection.
- (m)(1) Upon the successful service provisioning under the Request for Fibre Takeover, the New Requesting Licensee shall be entitled to a rebate amount equal to one (1) month of the Monthly Recurring Charge for the affected connection.
- 21.3 For avoidance of doubt, switching of GPON to OE or from OE to GPON is not allowed. The New Requesting Licensee may only submit the request to switch from GPON to OE or viceversa only after the successful service provisioning of the Residential End-User Connection with Fibre Take-Over Process. The same applies for relocation requests (within the same premise or to a new premise) as well.
- 21.4 For avoidance of doubt, New and Existing Requesting Licensee shall not be entitled to make any SLA or MTTR claims in respect of the affected Residential End-User Connection for the duration of the Fibre Takeover.
- 21.5 For avoidance of doubt, cancellation after approval has been sought will be chargeable according to the cancellation charges as set out in Schedule 15 (Charges).

IDA notes that NetLink Trust has reinstated the original language of Clause 20 of the ICO which describes the existing FTO Process. IDA further notes that Clause 21 now describes the newly-proposed enhanced FTO Process.

As highlighted in paragraph 88 of the Explanatory Memorandum to the Direction dated 10 December 2014, both the existing FTO process and the proposed enhanced FTO process are currently not mandatory processes, but are options available to Requesting Licensees if the process is suitable in light of the circumstances.

IDA notes that neither Clause 20 nor Clause 21 expressly provides that the respective FTO processes are voluntary.

In this regard, IDA considers that there is value in amending Clauses 20 and 21 to make clear that both the existing and enhanced FTO Processes are voluntary.

Further, IDA considers it necessary for Clause 21.2 to be amended to more accurately reflect the provisioning timeline of the enhanced FTO Process.

Accordingly, for clarity and certainty, IDA directs NetLink Trust to amend Clauses 20 and 21 in the manner annotated above.

Requ	uest for Residential End-User Connection							
	Please Tick only one option:							
	Relocation Service from one Residential A	ddress to another Residential Address						
	New End-User Connection							
	For Request for Relocation Service from on	e Residential Address to another Residential						
	Address, please provide:							
	Order Identification Number	er (ORI) of existing						
	connection:							
	Date of Application:	Application Reference Number:						
	Requested Date of Activation:							
	Preferred Installation Session*: AM/PM							
		Residential End-User Telephone Number:						
	Residential End-User Name:							
4								
see								
l cen	Residential End-User Address of NEW Conne	ction:						
Requesting Licensee								
ing.	For NEW connection, please select:							
esti								
nba	Split Ratio: 1:1 / 1:24	Technology: GPON / OE						
Re								
	(Change of Split ratio is not allowed for							
	Relocation Service from one Residential							
	Address to another Residential Address)							
	(only applicable for 1:24 Split Ra	itio)						
	Any other info:							
	Redundancy Service is required Request for Residential End-User Connection to be rejected if Redundancy Service is							
	not available	ection to be rejected if Redundancy Service is						
	not available							
	The Requesting Licensee acknowledges that by submitting this Request Form, it undertakes							
		y additional charges which may be imposed by NetLink Trust pursuant to clause 6.3						
		e Requesting Licensee is still liable for the						
	applicable Monthly Recurring Charge and one							
	Triangle and the same and the s	8						
F	For and on Behalf of Requesting Licensee							
	Sign:	Company Stamp:						
ရွ								
nse	Name:	Company Name:						
ice								
	Designation:							
ting								
nes	Contact Number, Fax and email address							
Requesting Licensee								
	_							
F	Part 1: Date:							
st	Application accepted:							
NetLink Trust	Circuit Identifi	cation Number:						
lk ]	To the Desire Desired							
Lir	Tentative Provision Date :	and the Artificate Plant Tank in the Drive (NAN)						
Zet		ernal cabling to First Termination Point (Y/N)						
7	Z							

## ANNEX 1A: REQUEST FORM RESIDENTIAL END-USER CONNECTION

	Reason for		rejection:			
	NetLink Trust Name / Signature:	Queue Status:				
F	Part 2: Date:					
	Circuit Provision:					
	Revised Provision Date (where applicable):					
	Reason:					
	Application rejected					
NetLink Trust	Reason	for	rejection:			
kТ						
in	NetLink Trust Name / Signature:					
[et]						
Z						

# ANNEX 1B: REQUEST FOR CANCELLATION OF RESIDENTIAL END-USER CONNECTION DUE TO INSTALLATION-RELATED FAULT

	Serial No:			
Date & Time of Reporting	of Installation-related	Fault:		-
Order Request Identifier (C	ORI) Number:			
Trouble Ticket No:		1 hour	activation	
Appointment Date & Time	:	Arrival Ti	me:	
Number of Hours Since Tin	me of Reporting of Ins	stallation-Re	elated Fault	:
END-USER INFORMAT	ION			
Authorised Person Name:	*Mr/Mrs/Miss/Mdm	n/Dr		
			(IID)	
Contact no:			(HP):	
Location of				
Installation	Blk/House:	Unit N	No: #_	
	Street Name:			
	Building Name:		Po	ostal Code :S()
				<del>\</del> /
ACKNOWLEDGEMENT	<u>r</u>			
This is to acknowledge that not been resolved after seven				nded and the fault resolution has the joint investigation.
The Requesting Licensee I Connection.	hereby requests for the	he immedia	te cancellat	ion of the Residential End-User
Fault Attended By		Ackno	wledgemei	nt by Requesting Licensee
NetLink Trust Technician I	Name:	Reque	sting Licens	see Technician Name:
NetLink Trust Technician S	Signature:	Reque	sting Licens	see Technician Signature:

<sup>\*</sup>Please delete where inapplicable.

### ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

	]	fication Report		Serial No:			
Appointment Date:		Arr	ival Time:	<u>'</u>			
Time:		Cor	npletion Ti	me:			
Trouble Ticket No:			1 hour activ				
			Maintenan				
			Follow up	end-user a	ppointment	t	
END-USER INFO							
Authorised Person Name:	*Mr/Mrs/Mis	s/Mdm/Dr					
Contact no:			(II	<b>D</b> ).			
			(1)	<b>P</b> ):	_		
Company: Registered	Blk/House:		Unit No:	#	_		
Address:	Street Name:		Omi No.				
11441055	Building Nan	ne:		Posta	l code:	S(	)
LOCATION OF IN						•	
A-END (CO/MDF)			B-END (C	O/MDF, I	End-User's	Premise)	
Blk/House:	Unit No: #			-			
<u> </u>		N					
Street		Name:	Pll/Louga		Unit No.	#	
Building Name:	Posta	al code:	Street Nam	e:	_ OIIIt 110. 1	<i>π</i>	<del></del>
S()			Street Name: Postal code: S()				
						11 code. b(	
					1 050	ir code. b(	
End-User Declaration	on (check only o	ne box)			1 050	ir code. 5(	
	on (check only o				1 0566	n eode. s(	
I am the owner I, Name:	er of the above p	oremises		. am autl	norised by	the owner	of the premise
I am the owner I, Name: and/or the abo	er of the above p	oremises oany to sig	n this form	. am autl	norised by	the owner	of the premise re Management
I am the owner I, Name: and/or the above Pte Ltd (as T	er of the above pove-stated comports of	oremises  oany to sign of NetLin	n this form k Trust) (h	. am autl and perm ereinafter	norised by it CityNet referred to	the owner Infrastructu as "NetLin	of the premise re Management k Trust") or its
I am the owner I, Name: and/or the above Pte Ltd (as T contractor to	er of the above p ove-stated comp rustee-Manager enter the pres	oremises  oany to sign of NetLinumises and	n this form k Trust) (he	. am autl and perm ereinafter ne fault i	norised by it CityNet referred to ectification	the owner Infrastructu as "NetLin n work. I	of the premise re Management k Trust") or its will bear full
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I am the owner of the second of the above the above the above the second of the second	er of the above pove-stated compove-stated compove-stated compovers and the present of the owner should be applicable.  Inly  REMENTS, WE	eremises  Pany to sign of NetLin mises and ould dispute the HERE POS	n this form k Trust) (he conduct the e (a) my au  SIBLE(Mea	am authand permereinafter ne fault in thority, or assured by 1	norised by it CityNet referred to ectification (b) any act	the owner Infrastructu as "NetLin n work. I tion taken by	of the premise re Management k Trust") or its will bear full
I am the owner of the above the and/or the above the above the above the Ltd (as Tour contractor to responsibility at my instruct.  Company Stamp (if For Official Use Officia	er of the above pove-stated compove-stated compoverstated compovers and the present of the owner should be applicable.  applicable:  REMENTS, WE	pany to sig of NetLin mises and ould disput	n this form k Trust) (he conduct the e (a) my au  SIBLE(Mea	am auth and permereinafter ne fault in thority, or	norised by it CityNet referred to ectification (b) any act	the owner Infrastructu as "NetLin n work. I tion taken by  Distance (m)	of the premise re Management k Trust") or its will bear full

### ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

Test Measurement (Segment Services A-END to B-END) Certified by ONN	1310nm LT:		1490nm			1550nm		Distance (m)		
Technician Name:			]	Date:						
Technician Signatur	re:		,	Γime:						
OPTICAL MEASU Fault description:	REMENTS,	WHER	E POSS	IBLE(Me	eas	sured by 🕒	NNLT)			
Test Measurement (CO to Serving Cabinet):			14	90nm		15	550nm	Di (m	stance	
Test Measurement (CO to 1st TP):	1310nm		14	90nm		15	550nm	Di (m	stance	
Test Measurement (Segment Service A-END to B-END)	s   1310nm		14	90nm		15	550nm	Di (m	stance	
Certified by:				lp.						
RL Name:				Date:						
RL Signature:				Time	): 					
Fault Root Cause Description										
ACTION TAKEN/ADDITIONAL REMARKS										
CUSTOMER ACKNO		MENT A	AND AC	CEPTAN	VC.	E				
Remarks/Comments:										
This is to acknowl effective	edge that th	ne fibre	fault re	ctificatio	n	has been a	attended a	and the fau	ılt resolu	ition is
Fault Attended by:	}			Reso	lut	tion Accep	ted by En	d-User:		
Technician Name:										
Technician Signature: Resolution Verified	l and Accep	oted by	RL (On			er Signatur le for <u>1 ho</u>		<u>ion</u> ) :		

#### ANNEX 1C: FAULT RECTIFICATION SERVICE REPORT

RL Name:	RL Signature:	
RETAINE.	RE Signature.	

End-Users can refer to their retail service providers for more information to address and resolve any end user service related issues.

#### **ANNEX 1C - DIRECTED AMENDMENTS**

IDA notes that this Annex 1C contains a number of references to "ON" which could be interpreted as references to OpenNet. In the interests of clarity, IDA directs NetLink Trust to amend the references from "ON" to "NLT", as annotated above.

<sup>\*</sup>Please delete where inapplicable.

Request for Address Not Found	
<b>Section 1: Application</b> (To be fille	ed up by Requesting Licensee)
Date of Application:	Application Reference Number:
Residential End-User Name:	Residential End-User Telephone Number:
Residential End-User Address:	
For and on Behalf of Requesting Li	icensee
Name:	Company Name:
Designation:	Contact Number:
Email Contact:	I
Date of Receipt to RL:  Application accepted/rejected:	
For accepted request	
Request Identification Number: ANF-DDMMYY (of submitted req	juest)-XX(QP code)-01
For rejected request	
Reason(s) for rejection:	
NetLink Trust Name:	
Section 3: Verification of address	s(for official use)
Date of notification to RL:	
For valid address Estimated RFA (if available):	

For non-valid address

Remarks:

Valid proof of stay available?: Yes/ No

# ANNEX 1D : REQUEST FOR ADDRESS NOT FOUND

NetLink Trust Name:
Section 4: Ready for ordering (for official use)
Date of notification to RL:
The address as per request in this application can now be order for Residential End-User
Service Connection from the OSS/BSS platform.
NetLink Trust Name:

#### **ANNEX 1E - DIRECTED AMENDMENTS**

IDA notes that the header to this Annex 1E refers to Annex 1D. In the interests of clarity, IDA directs NetLink trust to amend the header to this Annex 1E to reflect the relevant Annex title, as annotated above.

### ANNEX 1E: CONSENT TO SWITCH FIBRE INTERNET SERVICE PROVIDER

Pre-Check Criteria *Please Tick Either	"YES" or "NO' or	Yes	No	N/A
"N/A"				
Are you replacing your current Fibre Service Provider?				
Do you intend to retain all or any of the services on the fibre listed belo	ow with the			
Existing Service Provider (if applicable)?				
(a) Fixed Line on Fibre				
(b) IPTV on Fibre				
Note:				
If you wish to retain all or any of the above services, switching of Fib	ore Internet			
Service Provider will not be applicable.				
Do you wish to port over your existing Fixed Line number to the N	ew Service			
Provider?				
Note:				
If you wish to retain your existing Fixed Line number, you may need	to complete			
the Fixed Line Number Porting Application.				

Service Information	
Subscriber Name:	
NRIC/FIN No.:	
Service Address:	
	(Postal
	Code)
Existing Service	M1 / MyRepublic / SingTel / StarHub / ViewQwest *Circle ONE Only
Provider:	

# ANNEX 1D : REQUEST FOR ADDRESS NOT FOUND ANNEX 1E: CONSENT TO SWITCH FIBRE INTERNET SERVICE PROVIDER

New Service Provider:		M1 / MyRepublic / SingTel / StarHub / ViewQwest	*Circle ONE Only
Service	Activation	(mm/dd/yy)	
Date:			

To complete if existing subscriber is different from new subscriber					
I,	(Name)(NRIC/FIN No.)				
hereby	authorise				
	(Name)(NRIC/FIN No.) to				
act on my behalf in the matter of switching Fibr	re Internet Service Providers. A copy of my NRIC/FIN				
is as per attached.					
Name:	Signature:				
NRIC:					
Date:					

I/We hereby confirm as follows:

- 1. I/We intend to switch Fibre Internet Service Providers from the above mentioned Existing Service Provider to New Service Provider and will notify the Existing Service Provider of my intention to terminate my existing service/s with them.
- 2. I/We consent to Netlink Trust, the above mentioned Existing Service Provider and New Service Provider to switch over the Fibre Internet Service from Existing Service Provider on the above mentioned Service Activation Date.
- 3. I/We shall be liable for all fees and charges arising from the switching of the Fibre Internet Services and I/We agree to bear all fees and charges which may be imposed by the Existing Service Provider as mentioned above.
- 4. I/We understand that upon successful activation of the Fibre Internet Service by the New Service Provider, I/We are obligated to notify my/our Existing Service Provider to terminate my/our existing subscription else I/We shall be liable for all fees and charges up to the agreed service termination date.
- 5. I/We acknowledge that if some of the non-fibre bundled services from the Existing Service Provider are continued after the switching of the Fibre Internet Services to the New Service Provider, the charges for those non-fibre bundled services after the switching may be different from what is charged currently and I/We agree to bear the whole of such charges which may be imposed by the Existing Service Provider for those non-fibre bundled services if the existing Subscriber do not pay for the same.

# $\frac{\text{ANNEX 1D}: \text{REQUEST FOR ADDRESS NOT FOUND}}{\text{INTERNET SERVICE PROVIDER}}$

6.	I/We reside at the above mentioned address and I am the subscriber of the existing Fibre Internet
	Service from the Existing Service Provider and the subscriber of the new service from the New
	Service Provider.
7.	I/We confirm that the information declared above is true and correct.
<b>.</b>	
Nai	me: Signature:
NR	IC: Date:
	For Official Use Only
	To be completed by the Requesting Licensee who requested for Fibre Takeover ("FTO")

FTO Order Request Identifier ("ORI"):