

REVIEW OF OPENNET PTE LTD'S INTERCONNECTION OFFER

Submission by Nucleus Connect Pte Ltd to the Infocomm
Development Authority of Singapore

21 July 2014

1. Introduction

Nucleus Connect appreciates the opportunity to provide our comments on OpenNet's proposed changes to its ICO.

When OpenNet submitted its Application for Consolidation in August 2013, it had vigorously argued that the proposed consolidation would lead to greater efficiencies. This was also supported by IDA in its approval of the consolidation in November 2013. However, we note that to-date, the industry has not seen any real improvements to OpenNet's service delivery performance.

OpenNet is instead attempting to shirk its responsibility and obligations. Rather than make the appropriate investments to ensure that it is able to provide improved service delivery, many of OpenNet's proposed changes attempt to shift the responsibility and obligations to its Requesting Licensees.

Nucleus Connect urges IDA to ensure that such actions by OpenNet are rejected, and that OpenNet meets its obligations and service standards as the official NetCo, and as promised in its Application for Consolidation.

2. General Comments

We support IDA's proposal to remove OpenNet's ability to attribute delays to developers/owners/MCSTs of buildings

In principle, we support IDA's proposal to extend the SAP timeframe by 5 Business Days and to apply SLGs even though delays are caused by developers/owners/MCST. However, we are concerned that OpenNet will now deliver all its Non-Residential EUCs in 15 Business Days, even for orders that experience no delays. This will result in a detriment to the overall customer experience on the Next Gen NBN.

Further, with the extension of time given to OpenNet, Nucleus Connect submits that the QoS Framework for OpenNet's Non-Residential End-User Connection Service must be tightened as follows:

Performance Indicator	QoS Standards
Percentage of Non-Residential End-User Connection service orders (“ Non-Residential Orders ”) provisioned within <i>three (3) calendar weeks</i> of the date of service order	<u>90%</u>
Percentage of Non-Residential Orders provisioned within <i>six (6) calendar weeks</i> of the date of service order	100%

Need to define “Insufficient Capacity”

OpenNet has been liberally using the excuse of “Insufficient Capacity” as the reason for causing delays, as well as introduce new burdensome measures and processes in its ICO. IDA must not allow OpenNet to use the “Insufficient Capacity” excuse to evade its responsibility and obligations. As the official NetCo in a thriving international hub like Singapore, OpenNet must be a competent operator of international standards. It is ludicrous for any telecommunications operator, particularly a critical national infrastructure provider, to justify its poor service delivery performance on the basis of the lack of capacity on its network. OpenNet must therefore manage its resources to ensure that it possesses sufficient capacity at all times to deliver quality Next Gen NBN services. OpenNet must also top up capacity as and when needed and IDA must penalize OpenNet for any “Insufficient Capacity” issues that arise.

Further, we would urge IDA to audit OpenNet’s network to ensure that the cases where OpenNet cites “Insufficient Capacity” as the reason for delays or non-fulfillment of orders are genuine.

The “Long-Term Approach” must be rejected

OpenNet is proposing to require Requesting Licensees to submit a Demand Forecast for service take up. This is not in line with standard industry practice. Further, it is not possible for OpenNet’s downstream providers to predict the number of End Users that will take up their services, especially when the market for Next Gen NBN’s fibre broadband is fairly nascent. OpenNet is also proposing to penalize its Requesting Licensees if the forecasted demand falls short of take up. This is clearly unreasonable and ridiculous: what OpenNet is basically trying to do is to penalize its Requesting Licensees for service delivery problems which are due to its own shortcomings – see ‘Need to define “Insufficient Capacity”’ section above. OpenNet’s proposal (if implemented) will also discourage fibre take up since RSPs will be very conservative in their forecasts to reduce the risk of being penalized by OpenNet. OpenNet’s inability to manage its resources is due to its reluctance to invest in adequate resources. OpenNet is seeking help from its Requesting Licensees to manage its own shortcomings, and cannot therefore penalize its Requesting Licensees for any inaccurate forecasts.

In addition, there will also be situations where RSPs are bidding on the same contract/tender. If all bidding RSPs were to cater to the expected demand from the tender, the “losing” RSPs would be subject to penalties from OpenNet for not meeting their forecasts. However, if RSPs do not cater for such demand, they could be liable to End Users for not being able to fulfill their orders. In either case, it makes no difference from OpenNet’s point of view as whichever RSP wins the tender, the impact on OpenNet is the same. But the impact on RSPs will be more severe.

OpenNet must instead be required to invest in the appropriate amount of resources to meet its obligations, and to improve its service standards, and not pass on such responsibilities to its Requesting Licensees. The proposed Long-Term Approach must be rejected.

The Enhancements to the current Quota Adjustment Mechanism can be improved

OpenNet is proposing a 90% trigger to adjust the request quota. It has also proposed that a fixed review period be used.

Nucleus Connect submits that a trigger of 90% is too high and does not create a sufficient buffer for surges in demand. We therefore propose that a trigger of 80% be used.

Further, rather than a fixed review period, OpenNet should instead adopt a rolling 3-month review period. We believe that a rolling review period provides a more accurate picture of the market trends.

Notification timeframe for Urgent/Unscheduled Diversion and Maintenance Activities must be retained

OpenNet has proposed to reduce the notification period for service interruptions on the basis that OpenNet itself is often given a short window period. Nucleus Connect submits that this does not justify reducing the notification period for **all** service interruptions. Further, we would note that in many tenders for Government contracts, the Government agencies themselves require at least 1 month’s notice for planned service interruptions. Therefore, if OpenNet is allowed to reduce its notice period, it would render the Next Gen NBN unable to meet the requirements of Government tenders. This is not acceptable.

Instead, OpenNet must be required to retain the current notification period of 1 month, and only be allowed to give shorter notice to its Requesting Licensees under extenuating circumstances (for example, where OpenNet itself receives short notice in cases of emergency).

Enhancements to Fibre Takeover Process are not robust enough

The Fibre Takeover process (“FTO”) must be rejected. OpenNet is seeking to introduce a complicated process which involves multiple service providers to resolve an issue which OpenNet itself created through its reluctance to invest in adequate resources to manage and increase its capacity to meet demand.

If the FTO fails, which is highly likely due to the multi-party involvement, the End User will be left without service.

Nucleus Connect therefore submits that OpenNet must be required to improve its process to activate the 2nd fibre in the premises, and to ensure that it has sufficient capacity in its network at all times.

The requirement for Submission of Utilisation Report and Shortened timeframe for activation/termination must be rejected

There is no reason for Requesting Licensees to hoard fibre resources since there is a cost to hold on to each “unused” connection. Consequently, there is no reason for OpenNet to impose an unreasonable timeframe of 2 weeks for activating or terminating a connection. Requesting Licensees are paying for the connections and should therefore be left to manage the use of such connections.

Further, an open-access OpCo such as Nucleus Connect may not have visibility over whether an End User has terminated his/her service as we do not have a direct contractual relationship with the End User.

The requirement for Requesting Licensees to submit a fortnightly report to OpenNet on its utilisation is burdensome and onerous, and must be rejected.

In the circumstances, we propose that the existing 6-month timeframe for activation/termination of an End-User Connection be retained, and the requirement for Requesting Licensees to submit a fortnightly report to OpenNet be rejected.

The increased cap for SAP rebates will not encourage OpenNet to improve

OpenNet is proposing to increase the cap for SAP rebates from 30 days to 90 days. However, in doing so, the resulting daily rebate will be reduced. Nucleus Connect submits that this will not encourage OpenNet to improve its performance.

For example, under the current terms, OpenNet has to compensate its Requesting Licensees \$3.50 for each day's delay (up to a maximum of \$105 for Residential EUC). Under the proposed terms, OpenNet will reduce the daily rebate to \$2. Under these terms, OpenNet will now have 52.5 days (\$105/\$2) before it has to pay the same amount of compensation as under the current terms. This effectively gives OpenNet an extension of time and will not encourage better performance. The situation is similar in the case of Non-Residential EUCs. It appears that OpenNet is attempting to game the system.

If OpenNet is genuine in its offer of higher compensation and sincere in improving its service standards, then OpenNet should offer a tiered rebate based on the number of days of delay, with the rebate amount increasing as the number of days of delay increases.

Service Offerings must be made available both on ON Portal as well as B2B

When IDA initiated the Next Gen NBN project, it required the appointed NetCo and OpCo to offer both a "Portal" as well as "B2B connection". The purpose was to minimize the need for human intervention, and hence reduce the chances of error and/or delays.

In compliance with this requirement, Nucleus Connect invested substantially in our B/OSS and B2B connection with OpenNet's systems. However, since the launch of the Next Gen NBN, we have found that OpenNet has been allowed to make available its service offerings only on its Portal, without the need to make the same offerings available via B2B. This places Nucleus Connect and RSPs that are connected to Nucleus Connect's systems via B2B at a competitive disadvantage.

As IDA had stipulated this requirement in its Next Gen NBN tenders, and since IDA is also the approving authority for OpenNet's service offerings, we strongly urge IDA to uphold its own requirements, and to ensure that OpenNet makes available all its service offerings, on both its Portal as well as via B2B, on a non-discriminatory basis to all Requesting Licensees.

5th Timeslot should be made permanent

We would encourage OpenNet to consider making the 5th timeslot a permanent feature. Based on the recent take-up rate, it is clear that the 5th timeslot is popular, and industry feedback is that RSPs are keen to utilise the 5th timeslot.

3. Other Issues for IDA’s Consideration

The NBAP Ordering Process and Cost Structure must be simplified

OpenNet’s current process for NBAPs actually discourages NBAP take up. There is no certainty over the timeframe for delivery, or the one-time charges that OpenNet will impose on the End User. This exposes the End User to too much risk and is not customer friendly.

We would urge IDA to require OpenNet to develop a more customer friendly process that is in line with industry best practices.

OpenNet needs to introduce diversity into its network

OpenNet’s network is the single point of failure in the entire Next Gen NBN. This is not acceptable for the official NetCo. Further, the lack of diversity makes it difficult for RSPs to cater to the needs of Non-Residential End Users, including Government agencies. IDA should therefore require OpenNet to invest in building up a network with proper redundancy in accordance with the best international industry practice as Singapore thrives to be an international info-communications hub.

4. Specific Comments

Without prejudice to the generality of our comments above, Nucleus Connect’s comments on the specific proposed changes to OpenNet’s ICO are as follows:

Relevant Provision of OpenNet ICO	NC’s Comments
PART 1 – ACCEPTANCE PROCEDURES	
Clauses 1.8(f) to 1.8(h)	The right to such documents ought to be extended to Nucleus Connect’s ICO.
SCHEDULE 1 (RESIDENTIAL END-USER CONNECTION)	
Clause 2.6	Clause 2.6 sets out the conditions where its SLG would not apply. We submit that the statement is too general and broad. For example, we fail to see why OpenNet should be allowed to

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	exclude a planned fibre diversion (Clause 2.6(i)) or planned service interruption (Clause 2.6(j)) from SAP claims against it.
Clauses 2.6(i) & 2.6(j)	The reference to "9.7" ought to be deleted. Clause 9.7 merely sets out the details of the notification and does not deal with service interruption.
Clause 2.6(l)	<p>This sub-paragraph ought to be rejected. As the sole and official NetCo which receives public funding, it is part and parcel of OpenNet's obligations to address and overcome building access issues. It is preposterous to suggest that a national network infrastructure service provider can only deliver 'standard' installations (as opposed to 'customised/non-standard' installations) in a timely manner. OpenNet cannot simply be allowed to evade such obligations because it needs to address or fulfill 'customised/non-standard arrangements or conditions'. Words such as 'customised/non-standard arrangements or conditions' are ambiguous. It cannot be a case whereby OpenNet can choose not to proceed with an order simply because OpenNet is of the view that it is difficult to do so as it is not a 'standard' installation.</p> <p>Further, what does the wording "...condition is suitable for OpenNet to provision its services" really mean?</p>
Clause 2.6: "Where the applicable event described above is not resolved within two (2) months...OpenNet shall consult the Requesting Licensee before OpenNet rejects the Request..."	<p>The rejection ought to be subject to the Requesting Licensee's prior approval. Otherwise, what is the point of OpenNet seeking the consultation of the Requesting Licensee.</p> <p>Further, if OpenNet is given the right to reject the Request, it is only fair and reasonable that the Requesting Licensee ought to be given the reciprocal right to cancel the Request without any cancellation charge or fee.</p> <p>Finally, we believe that any cancellation initiated by OpenNet should only take place 2 months from notification to the Requesting Licensee (and not 2 months from order submission). This will ensure that OpenNet puts in an effort to resolve the issues, as well as promptly notifies its Requesting Licensees. It will also allow Requesting Licensees to assist in</p>

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	resolving the issues.
Clause 4.3(a)	Why must the telecommunication / Internet bill be of 'fixed line subscription only'?
Clause 4.3	<p>The wording "The Requesting Licensee will be informed via OpenNet Platform, within one (1) Business Day from the date of submission of request for reclassification, whether the reclassification is successful." ought to be reinstated. There must be a timeline for OpenNet to revert with the status of the reclassification request.</p> <p>When a premise is re-classified from non-residential to residential, the End User will need to apply essential services from Singapore Power, telecom service etc. IDA should check whether these essential service providers will also ask for broadband bills, and/or telecom bills to justify for change of premises type. It will be an indefinite impasse if each of the essential service providers waits for the other to make the first move to re-classify its existing service to the same End User.</p> <p>Also, it is redundant to request for 2 supporting documents if the final decision lies with OpenNet's site survey of the said premises. There are also instances whereby the End User has just shifted into the premises and has only 'Tenancy agreement for residence' while waiting for Singapore Power and Telecom to approve their application.</p> <p>The statements within the third paragraph are ambiguous and conflicting. At first, it states that reclassification of a Non Residential Premises, having an active Non-Residential End User Connection at the time of submission, to a Residential Premises is not allowed. However, the said statement was contradicted by the succeeding statement that reclassification of a defined area within a Non-Residential Premises to a Residential Premises is permissible whether there is an active connection or not. It is not clear what constitutes a "defined area" and what clear-cut situations are acceptable. OpenNet must specify the scenarios and aptly define the term "defined area".</p>
Clause 4A.1	To be consistent, OpenNet must allow 'ANF' submission via

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	<p>B2B and ON Portal. Doing so would provide transparency on the ANF provisioning process thereby eliminating any ambiguity and dissatisfaction with how OpenNet currently handles ANF requests.</p>
<p>Clause 4A.2</p>	<p>Submission of ANF is to capture customers' interest in subscribing to fibre service. However, the SLA of 40BD is too long and by then customers may have lost interest in the service. OpenNet must do its due diligence to determine sites that are not yet covered and work on extending fibre coverage to such addresses and not wait for the Requesting Licensees to raise ANF requests. This is especially so since OpenNet has an USO obligation.</p> <p>OpenNet must also include an option to allow requests for expedited rollout (for example, to government sites where government agencies have already expressed interest in obtaining fibre services through the Next Gen NBN).</p>
<p>Clause 4A.3</p>	<p>Due to the long SLA in provisioning ANF sites, as stated in earlier comments, there is always the possibility of the End User losing interest. Allowing OpenNet to impose a cancellation charge will not ensure that OpenNet rolls out its network expeditiously.</p> <p>Further, we submit that OpenNet's imposition of a cancellation charge under this scenario must be rejected since OpenNet has an USO obligation, and should be rolling out its network to the said premises whether or not it had received a request/order.</p>
<p>Clause 4A.4</p>	<p>OpenNet's requirement for Requesting Licensees to re-submit an order after it has covered the site is not practical, nor efficient. OpenNet must be required to accept the complete order and fulfil it in accordance with its obligations. This requirement must be rejected.</p> <p>However, should IDA accept the OpenNet's ridiculous proposal, then OpenNet must be required to allow submission via both ON Portal and B2B.</p> <p>Further, OpenNet has an USO obligation and would have to rollout to the premises (notwithstanding the receipt of any</p>

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	request/order). Therefore the imposition of a cancellation charge is not acceptable.
Clause 5.2 (Long-Term Approach)	<p>As the sole and official NetCo which receives public funding, it is OpenNet's obligation to make the appropriate investments (including, without limitation, sufficient capacity) to deliver the Next Gen NBN services in a timely manner. Instead of discharging its obligation dutifully, OpenNet seeks to shift its lack of investments to the Requesting Licensee by imposing a Minimum Commitment and a Work Slot Charge for failing to meet the Minimum Commitment. This is unfair and unreasonable. It is also a non-standard industry practice for service providers to impose the Minimum Commitment and the Work Slot Charge. Therefore, OpenNet's proposed Long-Term Approach ought to be rejected in its entirety.</p> <p>Further, there is no guarantee from OpenNet that the forecast will result in OpenNet meeting its SAP commitments.</p> <p>We believe that the proposed mechanism will curb rather than encourage Next Gen NBN take up. OpenNet's proposal clearly works against the Government's objective of encouraging fibre broadband take up.</p> <p>We submit that Quota Adjustment Mechanism has served its purpose well, and all RSPs have the equal opportunity to select its customers' desired timeslots. In fact, the most common feedback from RSPs is that End Users are requesting for the 5pm – 6pm timeslot.</p>
Clause 5.13	The amendments ought to be rejected for the reasons given on Clause 5.2 (Long-Term Approach) above.
Clause 6.9	<p>The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange's fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed. Therefore, Clause 6.9 ought to be amended accordingly.</p> <p>Further, we note that while OpenNet has proposed to raise</p>

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	<p>the maximum rebate amount (90 instead of 30 days), the daily rate has actually been reduced. We believe that this does not incentivise OpenNet to improve its service delivery. If OpenNet is genuine in providing a mechanism that ensures that it has the proper incentives to meet its obligations, as well as to provide adequate compensation to its Requesting Licensees for its failures, then OpenNet should minimally keep its current daily rebate amount whilst raising the rebate cap.</p> <p>Also, we would propose that the rebate mechanism should not be linear but should increase with the amount of delay. For example, the amount of rebate for delays should increase every 14 days. We believe that such a mechanism will encourage OpenNet to meet its SAP obligations.</p>
Clause 9.5	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>We note that many Government tenders are requiring that service providers give at least 1 month's notice for any service interruption. If OpenNet's proposal is accepted, then clearly the Next Gen NBN will not meet the requirements of Government agencies.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide reasons and justifications for the changes.</p>
Clauses 9.5 & 9.6	The wording "take reasonable measures" should be amended to "use best endeavours".

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Clause 9.8	Planned service interruption ought to be carried out during the early morning hours to minimise service disruption to Requesting Licensees, Retail Service Providers and End Users. Therefore, the proposal to change from “between 1:00 am and 6:00 am’ to “between 9:00 am and 6:00 pm” ought to be rejected.
Clause 9.11	OpenNet should not be liable for loss caused by “planned” service interruptions only. OpenNet should be liable for “non-planned” service interruptions. Therefore, the words “such service interruption” in line 2 ought to be amended to “such planned service interruption”.
Clause 11.15	The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange’s fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed. Therefore, Clause 11.15 ought to be amended accordingly.
Clause 12.1	The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange’s fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed. Therefore, Clause 12.1 ought to be amended accordingly.
Clause 16.1	We believe that this issue arises from technical problems (for example, insufficient capacity) affecting OpenNet’s network. Such problems are due to OpenNet’s lack of investments in building up a resilient network. As the sole and official NetCo, OpenNet receives public funding to make the appropriate investments (including, without limitation, a resilient network with sufficient capacity) to deliver the Next Gen NBN services in a timely manner. Instead of addressing the root problems of lack of investments, OpenNet seeks to evade this responsibility by imposing on the Requesting Licensee administrative and burdensome reporting obligations on a fortnightly basis. Such administrative and burdensome

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	<p>reporting obligations will not remedy the network capacity problems. Accordingly, the proposed amendments to Clause 16.1 ought to be rejected.</p> <p>Further, we would note that for a Requesting Licensee with multiple RSPs, such as Nucleus Connect, it may not be practicable to obtain the same information from RSPs.</p> <p>OpenNet must be required to utilise the 2nd fibre on the 1st TP or install a 2nd TP (as provided for in Clause 19) if necessary.</p>
Clause 16.2	<p>For reasons given on Clause 16.1 above, the proposed amendments to Clause 16.2 ought to be rejected. Further, it is also unfair, unreasonable and illogical that OpenNet is entitled to deactivate the End-User Connection as well as to recover the Monthly Recurring Charges for the remainder of the minimum contract term. If OpenNet is entitled to the Monthly Recurring Charges for the remainder of the minimum contract term, then OpenNet should not be permitted to deactivate the End-User Connection. As long as the Requesting Licensee is paying OpenNet the Monthly Recurring Charges for the End-User Connection, there is no cogent reason why OpenNet should have any control over the utilisation of the End-User Connection.</p> <p>Further, the reduction in the time window of the service activation date from six (6) months to two (2) weeks is unreasonable as external factors affect the service activation schedule outside the Requesting Licensee's control (for example, postponement by the End User).</p> <p>For Non-integrated OpCos, there is no visibility when the End User terminates the service with the RSP therefore it is not practical to require the Requesting Licensees to terminate within two weeks of termination by End User.</p> <p>Finally, we note that OpenNet is requiring Requesting Licensees/RSPs to turn on their services within 2 week. On the other hand, it is allowing itself up to 90 days delay for providing its services to its Requesting Licensees. It is clear that OpenNet is attempting to impose unreasonable demands on its downstream providers whilst not ensuring that it meets</p>

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	the same high standards.
Clause 20.1	All parties, including the Losing Retail Service Provider, must be parties to the industry implemented agreement on the FTO, the terms and conditions of which must be mutually agreed to by all parties. Further, any party to the industry implemented agreement must be entitled to withdraw its participation in the FTO by giving at least 30 days' prior written notice and without liability or fee to the other parties.
Clause 20	<p>Nucleus Connect submits that the entire FTO process should be rejected in its entirety. This issue arose because of OpenNet's reluctance in investing in resources to ensure that its network has sufficient capacity. This is unacceptable for the official NetCo that has received millions of dollars in Government funding.</p> <p>OpenNet should instead be required to utilise the 2nd fibre within the 1st TP and ensure that the provisioning of that fibre is carried out expediently.</p> <p>Introducing the FTO process, which involves multiple parties only increases the risk of errors and failures which will result in the End User not obtaining services. OpenNet cannot be allowed to introduce a complicated and risky process when it has total control over a simple solution which is for it to manage and ensure sufficient capacity on its network.</p>
SCHEDULE 2 (NON-RESIDENTIAL END-USER CONNECTION)	
Clause 2.6	Clause 2.6 sets out the conditions where its SLG would not apply. We submit that the statement is too general and broad. For example, we fail to see why OpenNet should be allowed to exclude a planned fibre diversion (Clause 2.6(i)) or planned service interruption (Clause 2.6(j)) from SAP claims against it.
Clauses 2.6(i) & 2.6(k)	The reference to "9.7" ought to be deleted. Clause 9.7 merely sets out the details of the notification and does not deal with service interruption.
Clause 2.6(l)	This sub-paragraph ought to be rejected. As the sole and

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	<p>official NetCo which receives public funding, it is part and parcel of OpenNet's obligations to address and overcome building access issues. It is preposterous to suggest that a national network infrastructure service provider can only deliver 'standard' installations (as opposed to 'customised/non-standard' installations) in a timely manner. OpenNet cannot simply be allowed to evade such obligations because it needs to address or fulfill 'customised/non-standard arrangements or conditions'. Words such as 'customised/non-standard arrangements or conditions' are ambiguous. It cannot be a case whereby OpenNet can choose not to proceed with an order simply because OpenNet is of the view that it is difficult to do so as it is not a 'standard' installation.</p> <p>Further, what does the wording "...condition is suitable for OpenNet to provision its services" really mean?</p>
<p>Clause 2.6: "Where the applicable event described above is not resolved within two (2) months...OpenNet shall consult the Requesting Licensee before OpenNet rejects the Request..."</p>	<p>The rejection ought to be subject to the Requesting Licensee's prior approval. Otherwise, what is the point of OpenNet seeking the consultation of the Requesting Licensee.</p> <p>Further, if OpenNet is given the right to reject the Request, it is only fair and reasonable that the Requesting Licensee ought to be given the reciprocal right to cancel the Request without any cancellation charge or fee.</p> <p>Finally, we believe that any cancellation initiated by OpenNet should only take place 2 months from notification to the Requesting Licensee (and not 2 months from order submission). This will ensure that OpenNet puts in an effort to resolve the issues, as well as promptly notifies its Requesting Licensees. It will also allow Requesting Licensees to assist in resolving the issues.</p>
<p>Clause 4.3(a)</p>	<p>Why must the telecommunication / Internet bill be of 'fixed line subscription only'?</p>
<p>Clause 4.3</p>	<p>The wording "The Requesting Licensee will be informed via OpenNet Platform, within one (1) Business Day from the date of submission of request for reclassification, whether the reclassification is successful." ought to be reinstated. There</p>

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	<p>must be a timeline for OpenNet to revert with the status of the reclassification request.</p> <p>When a premises is re-classified from non-residential to residential, the End User will need to apply essential services from Singapore Power, telecom service etc. IDA should check whether these essential service providers will also ask for broadband bills, telecom bills to justify for change of premises type. It will be an indefinite impasse if each of the essential service providers waits for the other to make the first move to re-classify its existing service to the same End User.</p> <p>Also, it is redundant to request for 2 supporting documents if the final decision lies with OpenNet's site survey of the said premises. There are also instances whereby the End User has just shifted into the premises and has only 'Tenancy agreement for residence' while waiting for Singapore Power and Telecom to approve their application.</p> <p>The statements within the third paragraph are ambiguous and conflicting. At first, it states that reclassification of a Non Residential Premises, having an active Non Residential End User Connection at the time of submission, to a Residential Premises is not allowed. However, the said statement was contradicted by the succeeding statement that reclassification of a defined area within a Non Residential Premises to a Residential Premises is permissible whether there is an active connection or not. It is not clear what constitutes a "defined area" and what clear-cut situations are acceptable. OpenNet must specify the scenarios and aptly define the term "defined area".</p>
Clause 4A.1	To be consistent, OpenNet must allow 'ANF' submission via B2B and ON Portal. Doing so would provide transparency on the ANF provisioning process thereby eliminating any ambiguity and dissatisfaction with how OpenNet currently handles ANF requests.
Clause 4A.2	Submission of ANF is to capture customers' interest in subscribing to fibre service. However, the SLA of 40BD is too long and by then customers may lose interest in the service. OpenNet must do its due diligence to determine sites that are not yet covered and work on extending fibre coverage to such

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	<p>addresses and not wait for the Requesting Licensees to raise ANF request. This is especially so since OpenNet has an USO obligation.</p> <p>OpenNet must also include an option to allow requests for expedited rollout (for example, to government sites where government agencies have already expressed interest in obtaining fibre services through the Next Gen NBN).</p>
Clause 4A.3	<p>Due to the long SLA in provisioning ANF sites, as stated in earlier comments, there is always the possibility of the End User losing interest. Allowing OpenNet to impose a cancellation charge will not ensure that OpenNet rolls out its network expediently.</p> <p>Further, we submit that OpenNet's imposition of a cancellation charge under this scenario must be rejected since OpenNet has an USO obligation, and should be rolling out its network to the said premises whether or not it had received a request/order.</p>
Clause 4A.4	<p>OpenNet's requirement for Requesting Licensees to re-submit an order after it has covered the site is not practical, nor efficient. OpenNet must be required to accept the complete order and fulfil it in accordance with its obligations. This requirement must be rejected.</p> <p>However, if IDA accepts OpenNet's ridiculous proposal, then OpenNet must be required to accept orders via the ON Portal as well as via B2B.</p> <p>Further, OpenNet has an USO obligation and would have to rollout to the premises (notwithstanding the receipt of any request/order). Therefore the imposition of a cancellation charge is not acceptable.</p>
Clause 5.2 (Long-Term Approach)	<p>As the sole and official NetCo which receives public funding, it is OpenNet's obligation to make the appropriate investments (including, without limitation, sufficient capacity) to deliver the Next Gen NBN services in a timely manner. Instead of discharging its obligation dutifully, OpenNet seeks to shift its lack of investments to the Requesting Licensee by imposing a Minimum Commitment and a Work Slot Charge for failing to</p>

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	<p>meet the Minimum Commitment. This is unfair and unreasonable. It is also a non-standard industry practice for service providers to impose the Minimum Commitment and the Work Slot Charge. Therefore, OpenNet's proposed Long-Term Approach ought to be rejected in its entirety.</p> <p>Further, there is no guarantee from OpenNet that the forecast will result in OpenNet meeting its SAP commitments.</p> <p>We believe that the proposed mechanism will curb rather than encourage Next Gen NBN take up. OpenNet's proposal clearly works against the Government's objective of encouraging fibre broadband take up.</p> <p>We submit that Quota Adjustment Mechanism has served its purpose well, and all RSPs have the equal opportunity to select its customers' desired timeslots. In fact, the most common feedback from RSPs is that End Users are requesting for the 5pm – 6pm timeslot.</p>
Clause 6.12	<p>The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange's fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed. Therefore, Clause 6.12 ought to be amended accordingly.</p> <p>Further, we note that while OpenNet has proposed to raise the maximum rebate amount (90 instead of 30 days), the daily rate has actually been reduced. We believe that this does not incentivise OpenNet to improve its service delivery. If OpenNet is genuine in providing a mechanism that ensures that it has the proper incentives to meet its obligations, as well as to provide adequate compensation to its Requesting Licensees for its failures, then OpenNet should minimally keep its current daily rebate amount whilst raising the rebate cap.</p> <p>Further, we would propose that the rebate mechanism should not be linear but should increase with the amount of delay. For example, the amount of rebate for delays should increase every 14 days. We believe that such a mechanism will</p>

Relevant Provision of OpenNet ICO	NC's Comments
	encourage OpenNet to meet its SAP obligations.
Clause 9.5	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>We note that many Government tenders are requiring that service providers give at least 1 month's notice for any service interruption. If OpenNet's proposal is accepted, then clearly the Next Gen NBN will not meet the requirements of Government agencies.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide reasons and justifications for the changes.</p>
Clauses 9.5 & 9.6	The wording "take reasonable measures" should be amended to "use best endeavours".
Clause 9.11	OpenNet should not be liable for loss caused by "planned" service interruptions only. OpenNet should be liable for "non-planned" service interruptions. Therefore, the words "such service interruption" in line 2 ought to be amended to "such planned service interruption".
Clause 11.15	The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange's fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed.

Relevant Provision of OpenNet ICO	NC's Comments
	Therefore, Clause 11.15 ought to be amended accordingly.
Clause 12.1	The persistent poor service delivery of OpenNet (including the service outages arising from the Bukit Panjang Exchange's fire) illustrates that the SLA remedy frameworks in OpenNet ICO are not sufficiently adequate to deter OpenNet from continuing with its poor service delivery. The maximum cap on the amount of compensation ought to be removed. Therefore, Clause 12.1 ought to be amended accordingly.
Clause 16.1	<p>We believe that this issue arises from technical problems (for example, insufficient capacity) affecting OpenNet's network. Such problems are due to OpenNet's lack of investments in building up a resilient network. As the sole and official NetCo, OpenNet receives public funding to make the appropriate investments (including, without limitation, a resilient network with sufficient capacity) to deliver the Next Gen NBN services in a timely manner. Instead of addressing the root problems of lack of investments, OpenNet seeks to evade this responsibility by imposing on the Requesting Licensee administrative and burdensome reporting obligations on a fortnightly basis. Such administrative and burdensome reporting obligations will not remedy the network capacity problems. Accordingly, the proposed amendments to Clause 16.1 ought to be rejected.</p> <p>Further, we would note that for a Requesting Licensee with multiple RSPs, such as Nucleus Connect, it may not be practicable to obtain the same information from RSPs.</p> <p>OpenNet must be required to utilise the 2nd fibre on the 1st TP or install a 2nd TP (as provided for in Clause 19) if necessary.</p>
Clause 16.2	For reasons given on Clause 16.1 above, the proposed amendments to Clause 16.2 ought to be rejected. Further, it is also unfair, unreasonable and illogical that OpenNet is entitled to deactivate the End-User Connection as well as to recover the Monthly Recurring Charges for the remainder of the minimum contract term. If OpenNet is entitled to the Monthly Recurring Charges for the remainder of the minimum contract term, then OpenNet should not be permitted to deactivate the End-User Connection. As long as the

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	<p>Requesting Licensee is paying OpenNet the Monthly Recurring Charges for the End-User Connection, there is no cogent reason why OpenNet should have any control over the utilisation of the End-User Connection.</p> <p>Further, the reduction in the time window of the service activation date from six (6) months to two (2) weeks is unreasonable as external factors affect the service activation schedule outside the Requesting Licensee's control (for example, postponement by the End User).</p> <p>For Non-integrated OpCos, there is no visibility when the End User terminates the service with the RSP therefore it is not practical to require the Requesting Licensees to terminate within two weeks of termination by End User.</p> <p>Finally, we note that OpenNet is requiring Requesting Licensees/RSPs to turn on their services within 2 week. On the other hand, it is allowing itself up to 90 days delay for providing its services to its Requesting Licensees. It is clear that OpenNet is attempting to impose unreasonable demands on its downstream providers whilst not ensuring that it meets the same high standards.</p>
<p>SCHEDULE 3 (NBAP CONNECTION)</p>	
<p>Clause 2.6</p>	<p>Clause 2.6 sets out the conditions where its SLG would not apply. We submit that the statement is too general and broad. For example, we fail to see why OpenNet should be allowed to exclude a planned fibre diversion (Clause 2.6(i)) or planned service interruption (Clause 2.6(j)) from SAP claims against it.</p>
<p>Clauses 2.6(i) & 2.6(k)</p>	<p>The reference to "9.7" ought to be deleted. Clause 9.7 merely sets out the details of the notification and does not deal with service interruption.</p>
<p>Clause 2.6(k)</p>	<p>This sub-paragraph ought to be rejected. As the sole and official NetCo which receives public funding, it is part and parcel of OpenNet's obligations to address and overcome building access issues. It is preposterous to suggest that a national network infrastructure service provider can only</p>

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	<p>deliver 'standard' installations (as opposed to 'customised/non-standard' installations) in a timely manner. OpenNet cannot simply be allowed to evade such obligations because it needs to address or fulfill 'customised/non-standard arrangements or conditions'. Words such as 'customised/non-standard arrangements or conditions' are ambiguous. It cannot be a case whereby OpenNet can choose not to proceed with an order simply because OpenNet is of the view that it is difficult to do so as it is not a 'standard' installation.</p> <p>Further, what does the wording "...condition is suitable for OpenNet to provision its services" really mean?</p> <p>It is unreasonable for OpenNet to be exempted from SLG on this ground because in NBAP provisioning, there is a high chance of non-standard installation methods being required. OpenNet should include in its quotation all relevant charges for RSP/End Users to review and not raise them later after the order is confirmed.</p>
<p>Clause 2.6: "Where the applicable event described above is not resolved within two (2) months...OpenNet shall consult the Requesting Licensee before OpenNet rejects the Request..."</p>	<p>The rejection ought to be subject to the Requesting Licensee's prior approval. Otherwise, what is the point of OpenNet seeking the consultation of the Requesting Licensee.</p> <p>Further, if OpenNet is given the right to reject the Request, it is only fair and reasonable that the Requesting Licensee ought to be given the reciprocal right to cancel the Request without any cancellation charge or fee.</p> <p>Finally, we believe that any cancellation initiated by OpenNet should only take place 2 months from notification to the Requesting Licensee (and not 2 months from order submission). This will ensure that OpenNet puts in an effort to resolve the issues, as well as promptly notifies its Requesting Licensees. It will also allow Requesting Licensees to assist in resolving the issues.</p>
<p>Clause 4.6</p>	<p>For the case when the Requesting Licensee requests for self-provided NBAP TP where the NBAP TP has no postal code (e.g. roadside lamp post), the Requesting Licensee is unable to query the location of the serving building MDF room. As</p>

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	<p>Requesting Licensees and/or RSPs need time to construct the NBAP TP, OpenNet should allow Requesting Licensees to select the serving building MDF room to access NBAP EUC.</p> <p>OpenNet's FTTB Node definition in Schedule 3 is inconsistent with Schedule 1 or 2. The FTTB Node definition in this schedule strictly refers to serving cabinet (or spring board). OpenNet's amendment does not make clear IDA's request that OpenNet allow the use of DP installed in the non-residential building to serve NBAP connections within the same building.</p> <p>OpenNet's amendment should state clearly that the feasible FTTB Node or DP should be in the same or nearest non-residential building.</p>
Clause 9.5	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>We note that many Government tenders are requiring that service providers give at least 1 month's notice for any service interruption. If OpenNet's proposal is accepted, then clearly the Next Gen NBN will not meet the requirements of Government agencies.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide reasons and justifications for the changes.</p>
Clauses 9.5 & 9.6	The wording "take reasonable measures" should be amended

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	to "use best endeavours".
Clause 9.11	OpenNet should not be liable for loss caused by "planned" service interruptions only. OpenNet should be liable for "non-planned" service interruptions. Therefore, the words "such service interruption" in line 2 ought to be amended to "such planned service interruption".
Clause 16.1	<p>We believe that this issue arises from technical problems (for example, insufficient capacity) affecting OpenNet's network. Such problems are due to OpenNet's lack of investments in building up a resilient network. As the sole and official NetCo, OpenNet receives public funding to make the appropriate investments (including, without limitation, a resilient network with sufficient capacity) to deliver the Next Gen NBN services in a timely manner. Instead of addressing the root problems of lack of investments, OpenNet seeks to evade this responsibility by imposing on the Requesting Licensee administrative and burdensome reporting obligations on a fortnightly basis. Such administrative and burdensome reporting obligations will not remedy the network capacity problems. Accordingly, the proposed amendments to Clause 16.1 ought to be rejected.</p> <p>OpenNet charges the Requesting Licensee on cost-oriented basis for each NBAP provision, so we don't understand the rationale for requiring this fortnightly reporting to OpenNet for NBAPs.</p>
Clause 16.2	For reasons given on Clause 16.1 above, the proposed amendments to Clause 16.2 ought to be rejected. Further, it is also unfair, unreasonable and illogical that OpenNet is entitled to deactivate the End-User Connection as well as to recover the Monthly Recurring Charges for the remainder of the minimum contract term. If OpenNet is entitled to the Monthly Recurring Charges for the remainder of the minimum contract term, then OpenNet should not be permitted to deactivate the End-User Connection. As long as the Requesting Licensee is paying OpenNet the Monthly Recurring Charges for the End-User Connection, there is no cogent reason why OpenNet should have any control over the utilisation of the End-User Connection.

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	<p>Further, the reduction in the time window of the service activation date from six (6) months to two (2) weeks is unreasonable as external factors affect the service activation schedule outside the Requesting Licensee's control (for example, postponement by the End User).</p> <p>For Non-integrated OpCos, there is no visibility when the End User terminates the service with the RSP therefore it is not practical to require the Requesting Licensees to terminate within two weeks of termination by End User.</p> <p>Finally, we note that OpenNet is requiring Requesting Licensees/RSPs to turn on their services within 2 week. On the other hand, it is allowing itself up to 90 days delay for providing its services to its Requesting Licensees. It is clear that OpenNet is attempting to impose unreasonable demands on its downstream providers whilst not ensuring that it meets the same high standards.</p>
SCHEDULE 12 (CO-LOCATION SERVICE)	
Clause 7.10	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide reasons and justifications for the changes.</p>

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Clauses 7.10 & 7.11	The wording "take reasonable measures" should be amended to "use best endeavours".
Annex 12F, Clause 1.8.1(c)	<p>As Nucleus Connect has highlighted in our previous responses, we believe that the limit of 4 persons is far too restrictive. OpenNet should allow 8 persons to access its facility at any one time. However, if many Requesting Licensees have requested for access at on the same date/time, then OpenNet can have the right to limit the number to less than 8.</p> <p>Further, with the proposed amendments it is unclear whether OpenNet will allow a Requesting Licensee to submit more than 4 names for clearance. Nucleus Connect submits that Requesting Licensees must be allowed to submit more names for clearance as situations could arise on the date of physical access where personnel are unavailable due to unforeseen circumstances (for example, for medical reasons). We believe that OpenNet's proposed changes are the regression in standards.</p>
Annex 12F, Clause 1.8.4(b)	Please see comments on Clause 1.8.1(c).
SCHEDULE 12B (CO-LOCATION SUPPLEMENTARY COOLING SERVICE)	
Clause 6.6	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide</p>

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	reasons and justifications for the changes.
Clauses 6.6 & 6.7	The wording "take reasonable measures" should be amended to "use best endeavours".
Clause 6.8	OpenNet should not be liable for loss caused by "planned" service interruptions only. OpenNet should be liable for "non-planned" service interruptions. Therefore, the words "such service interruption" in line 2 ought to be amended to "such planned service interruption".
SCHEDULE 12C (CO-LOCATION SUPPLEMENTARY COOLING SERVICE)	
Clause 7.10	<p>It is critical for Requesting Licensees to have as much notice as possible of any planned service interruption in order to minimise the inconveniences and problems caused to Retail Service Providers and End Users. There is no need for OpenNet to reduce the 1 month's notification period to 2 weeks' notification period. We propose that the existing 1 month's notification period be retained subject to the proviso that if there is any extenuating external factor which does not allow OpenNet to give at least 1 month's notice, then OpenNet is only required to give at least 2 weeks' notice.</p> <p>In addition, OpenNet's proposal to only provide 24 hours' notice for changes to planned service interruption is not acceptable. Requesting Licensees and RSPs typically have an obligation to provide at least 48 hours notice to End Users, therefore OpenNet's notification to its Requesting Licensees must necessarily be longer. OpenNet must also provide reasons and justifications for the changes.</p>
Clauses 7.10 & 7.11	The wording "take reasonable measures" should be amended to "use best endeavours".
Annex 12F-1, Clause 1.8.1(c)	As Nucleus Connect has highlighted in our previous responses, we believe that the limit of 4 persons is far too restrictive. OpenNet should allow 8 persons to access its facility at any one time. However, if many Requesting Licensees have requested for access at on the same date/time, then OpenNet

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	<p>can have the right to limit the number to less than 8.</p> <p>Further, with the proposed amendments it is unclear whether OpenNet will allow a Requesting Licensee to submit more than 4 names for clearance. Nucleus Connect submits that Requesting Licensees must be allowed to submit more names for clearance as situations could arise on the date of physical access where personnel are unavailable due to unforeseen circumstances (for example, for medical reasons). We believe that OpenNet's proposed changes are the regression in standards.</p>
Annex 12F-1, Clause 1.8.4(b)	Please refer to our comments on Clause 1.8.1(c).
SCHEDULE 14 (OSS/BSS CONNECTION & PROFESSIONAL SERVICE)	
General	<p>To improve user experience with OpenNet's OSS/BSS systems, Nucleus Connect would propose that OpenNet carries out the following:</p> <ul style="list-style-type: none"> • Resolve the B2B timeout issue; • Resolve and validate the Tie Cable field in the Acceptance and Completion Notice before transmitting the Notice; • Resolve inconsistency in order status between the ON Portal and B2B; • Provide a dedicated "insufficient capacity" field in OpenNet's B2B Order Acceptance Notification. Currently, OpenNet provides such information in the "Remarks" field which is often missing (not filled in) or incomplete; • Provide a dedicated "ON NRC number" field in OpenNet's B2B Order Notification for Schedule 2 which helps to identify the correct FDU port in the premises. This is essential for fault resolution; and • Provide a longer notice period to its Requesting Licensees when changes are required. During the last change, OpenNet provided only a 2 week notice period which is too short for its Requesting Licensees to make changes to their own systems. Further OpenNet should not be allowed to charge for testing such changes since the changes are initiated by OpenNet.
Clause 9.17	We note that OpenNet does not provide any SLG for this

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	service. However, as the OSS/BSS is a key element in the Next Gen NBN eco-system, and given the volume of transactions handled, we believe that OpenNet must be required to provide SLGs for this service. This will provide some level of certainty for its Requesting Licensees.
SCHEDULE 18 (DICTIONARY)	See comments above. Consequential amendments to be made to the relevant definitions.

5. Conclusion

In light of the foregoing, we are extremely surprised that IDA has allowed OpenNet to propose changes to its ICO which would impose a greater burden on its Requesting Licensees but would not result in any real improvement to OpenNet's service delivery performance. We believe that IDA must reject all such attempts by OpenNet but instead first require OpenNet to demonstrate how the consolidation has resulted in improved services, and how the cost savings from the increased efficiencies would be re-invested into improving OpenNet's service delivery.

Unless OpenNet is able to demonstrate a track record of improving service, it must not be allowed to shirk its responsibilities and obligations as the official NetCo, and transfer such responsibilities and obligations to its Requesting Licensees.