SCHEDULE 9

BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION

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CONTENTS

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1.   **SCOPE**

This Schedule 9 sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with a licence for Layer 1 Service (a service provided by OpenNet for the use of passive optical fibre cable) from OpenNet's designated Building MDF Room to the First Termination Point of a Non-Residential Premise (**Building MDF Room to Non-Residential Premise Connection**). For the avoidance of doubt, OpenNet is only obliged to provide Building MDF Room to Non-Residential Premise Connections through the 1st fibre strand in the First Termination Point. OpenNet may, on a case-by-case basis, provide a Building MDF Room to Non-Residential Premise Connection via a 2nd fibre strand in the First Termination Point, and such Building MDF Room to Non-Residential Premise Connection via the 2nd fibre strand shall be provided upon the same terms and conditions as the 1st fibre strand.

1.1   This Schedule only applies to Requesting Licensees who are FBOs.

2.   **SERVICE LEVEL GUARANTEES**

2.1   OpenNet will provide the Service Level Guarantees in respect of the Building MDF Room to Non-Residential Premise Connection as set out in this Schedule. If OpenNet 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 OpenNet, its contractors and/or suppliers, OpenNet will provide a remedy in the form of a rebate to the Requesting Licensee in accordance with:

(i)   Clause 6.11 and any terms and conditions contained in this Schedule in respect of request and provisioning timeframes;

(ii)   Clause 11.13 and any terms and conditions contained in this Schedule in respect of fault rectification timeframes; and

(iii)   Clause 12.1 and any terms and conditions contained in this Schedule in respect of service level availability.

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. OpenNet will respond within (30) Calendar Days from date of claim stating whether the claim by Requesting Licensee is: (a) valid for rebates; or (b) is an invalid claim. Where OpenNet assessed that the Requesting Licensee's claim is invalid, OpenNet will explain its basis or require the Requesting Licensee to provide additional information. For valid claims submitted within the timeframe, OpenNet 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 OpenNet and will be reflected in OpenNet's bill to the Requesting Licensee in accordance with OpenNet's billing cycle.

2.4   The guarantee and rebates provided by OpenNet are:

(i)   of an ex-gratia nature and personal to the Requesting Licensee and are non-transferable; and

(ii)   subject to this Schedule.

2.5   Despite anything to the contrary in this section, if the Requesting Licensee qualifies for any claim, OpenNet 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, 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.

2.6   In 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:

(a)   the Building MDF Room to Non-Residential Premise 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 OpenNet'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 Building MDF Room to Non-Residential Premise Connection where any site-coordination meeting, Joint Investigation Meeting or fault identification coordination meeting is involved, except where (a) the fault was caused by OpenNet; 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 OpenNet, 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)   OpenNet is unable to obtain or maintain any licence or permission necessary to the provision or restoration of the Building MDF Room to Non-Residential Premise 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 OpenNet, the time taken by OpenNet to obtain or maintain any licence or permission necessary to the provision or restoration of the Building MDF Room to Non-Residential Premise Connection shall always be excluded. Provided that in the event that the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to obtain or maintain the licence/permission, OpenNet will provide evidence that it has used such best endeavours;

(e)   delay in the provision or restoration of the Building MDF Room to Non-Residential Premise Connection caused by events beyond the reasonable control of OpenNet and its suppliers and contractors;

(f)   OpenNet network outages for which the Requesting Licensee has not reported a fault;

(g)   fault is reported by the Requesting Licensee but no fault is found or confirmed after due and careful investigation, and verification by OpenNet;

(h)   OpenNet is required to carry out ~~scheduled~~ service interruption and the Requesting Licensee has been informed in accordance with clause 9.5 or 9.6 or 9.7; ~~or~~

(i)   OpenNet 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 or 9.7; or.

(j)   Where the Requesting Licensee or MCST requires customised arrangements (eg. non-standard or customised installation) or conditions to be fulfilled (eg. the MCST access or the requisite equipment like boomlift, scaffolding, cherry picker etc. for installations) before access is granted to OpenNet or before OpenNet can provision its services, but such exclusion shall only be limited to the time taken for access to be granted to OpenNet or condition is suitable for OpenNet to provision its services.

Where the applicable event described above is not resolved within two (2) months from the date of submission of the Request for Building MDF Room to Non-Residential Premise Connection, OpenNet shall consult the Requesting Licensee before OpenNet rejects the Request for Building MDF Room to Non-Residential Premise Connection.

2.7   If the Requesting Licensee disputes OpenNet'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 OpenNet 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 the Building MDF Room to Non-Residential Premise Connection and shall be OpenNet's sole and exclusive liability to the Requesting Licensee for such failure.

3.   SERVICE DESCRIPTION AND ACCESS POINTS

3.1   OpenNet will provide a licence for the Building MDF Room to Non-Residential Premise Connection to the Requesting Licensee with the following:

(a)   one (1) fibre strand from OpenNet's Fibre Distribution Frame (**FDF**) at the Building MDF Room designated by OpenNet to the First Termination Point of the Non-Residential Premise ; and

(b)   one (1) Patching Service at OpenNet's FDF at the Building MDF Room.

3.2   The Requesting Licensee shall access the Building MDF Room to Non-Residential Premise Connection at OpenNet's FDF at the Building MDF Room designated by OpenNet and at the First Termination Point of the Non-Residential Premise.

4.   ORDERING AND PROVISIONING PROCEDURE

4.1   (A)   The Requesting Licensee shall submit its request for the Building MDF Room to Non-Residential Premise Connection (**Request**) to OpenNet on a Business Day in the form of Annex 9A stating, but not limited to the following information:

     (a)   the End-User's name, telephone number and address of the Non-Residential Premise.

(B)(i)   As an alternative to submitting a Request using the form Annex 9A under clause 4.1(A), the Requesting Licensee may also submit its Request for Building MDF Room to Non-Residential Premise Connection (Request) to OpenNet via the OpenNet Platform, stating, but not limited to the following information:

     (a)   the End-User's name, telephone number and address of the Non-Residential Premise.

For Request submitted via the Service Portal, the Requesting Licensee shall select an available date. Upon successful submission of the Request via the Service Portal, it will provide a Request acknowledgement.

Alternatively, for Request submitted via the OpenNet Platform APIs, the Requesting Licensee shall first query the available time slots and use the applicable selected timeslot related for submission of Request. Upon successful submission of the Request via the OpenNet Platform APIs, it will provide a Request acknowledgement.

(B)(ii)   Following clause 4.1(B)(i), for Request submitted via the OpenNet Platform, Requesting Licensees are able to modify the contact details of End-Users subject to the requirement that the date of modification is more than ten (10) Business Days from the requested service activation date. The OpenNet Platform will notify the Requesting Licensee if the contact details have been successfully modified.

4.2   Relocation of the Building MDF Room to Non-Residential Premise Connection is not allowed.

4.3 OpenNet shall at its sole discretion determine the serving Building MDF Room from which the Building MDF Room to Non-Residential Premise Connection is provided.

4.4 Information relating to the Mandated Services will be available on the OpenNet Platform for access by the Requesting Licensee through secured means. The secured access to OpenNet Platform will require 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 OpenNet Platform. The information relating to the Mandated Services and the information relating to network outages is available on the OpenNet Platform.

For information related to network outages, OpenNet shall include the following details in the written notification or via OpenNet 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) OpenNet's Network Operations Centre Contact Number.

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

5. **BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION REQUEST**

5.1 OpenNet shall process all Requests received for the Building MDF Room to Non-Residential Premise Connection on a 'first come, first served' basis.

5.2   For each Business Day, OpenNet shall process a combined total of no more than 1125 710 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 Residential and Non-Residential End-User Connections. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. OpenNet 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 OpenNet finds that, on the average, more than 905% of the Maximum Qquota has been used consistently over a period of twelve (12) weeks preceding the review month (namely February January, MayApril, AugustJuly and November October), OpenNet shall increase its daily Maximum Qquota for the quarter in which the review month occurs and the new quota shall be no less than 1150% of the average demand over the preceding twelve (12) weeks. If OpenNet finds that, on the average, less than 80% of the Maximum Qquota has been used consistently over a period of twelve (12) weeks preceding the review month (namely February January, May April, August July and November October), OpenNet may decrease its daily Maximum Qquota 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 be revised regularly subject to the Authority's approval.

5.2   For each Business Day, OpenNet shall process a combined total of no more than 50 710 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 Residential and Non-Residential End-User Connections. For avoidance of doubt, Requesting Licensee is able to select such dates made available from the OpenNet

Platform and for which the Request is to be fulfilled except such Business Day where the Maximum Quota has been reached. OpenNet 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 OpenNet finds that more than 95% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and October), OpenNet shall increase its daily 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. If OpenNet finds that less than 80% of the quota has been used consistently over a period of twelve (12) weeks preceding the review month (namely January, April, July and October), OpenNet may decrease its daily 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 be revised regularly subject to the Authority's approval.

5.3   (A) Within one (1) Business Day of the date on which OpenNet receives the Request for Building MDF Room to Non-Residential Premise Connection (Request Date) and subject to clause 5.2, OpenNet 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 Building MDF Room to Non-Residential Premise 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 service activation date requested is less than ten (10) Business Days from the date of receipt of a Request; or

(d)   the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule;

(B)(i)   As an alternative to clause 5.3(A), where OpenNet receives a Request for Building MDF Room to Non-Residential Premise Connection (Request Date) via the OpenNet Platform, OpenNet 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)   the Request for Building MDF Room to Non-Residential Premise 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 service activation date requested is less than ten (10) Business Days from the date of receipt of a Request; or

(B)(ii)   Following clause 5.3(B)(i), within one (1) Business Day of the date on which OpenNet receives the Request via the OpenNet Platform for Building MDF Room to Non-Residential Premise Connection (**Request Date**) and subject to clause 5.2, OpenNet 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 as the Requesting Licensee has committed a material breach of the ICO Agreement or this Schedule.

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

5.4   Within ten (10) Business Days of the Request Date and subject to clause 5.2, OpenNet 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:

(a)   the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;

(b)   there is obstruction from building owner, building management, home owner or End-User to OpenNet installation or installation schedule. OpenNet shall use its best endeavours to resolve such obstructions; or

(c)   there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies.

5.5   The Requesting Licensee shall pay OpenNet the applicable Installation Charge specified in Schedule 15 (Charges) for provisioning the Building MDF Room to Non-Residential Premise Connection.

5.6   Where OpenNet rejects any Request for the Building MDF Room to Non-Residential Premise Connection, OpenNet shall provide reasons explaining the basis for rejection promptly.

6.   DELIVERY

6.1   Subject to clauses 5.2, 5.3 and 5.4, OpenNet shall provide the Building MDF Room to Non-Residential Premise Connection by the end of ten (10) Business Days from the receipt of a valid Request from the Requesting Licensee, where OpenNet has deployed its Network to the FTTB Node of the Non-Residential Premise. OpenNet shall use its reasonable endeavours to install the First Termination Point of the Non-Residential Premise during the Requesting Licensee's preferred session, if applicable. Where there is a delay during service provisioning, the reasons for the delay and the estimated/revised timeframe required to complete service provisioning will be made available on the OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform.

6.2   Where OpenNet has not rolled out its Network to the First Termination Point of the Non-Residential Premise, OpenNet will install in-building enclosure, ducting, cable tray and cabling from the FTTB Node to the First Termination Point of the Non-Residential Premise at an additional charge to the Requesting Licensee as stated in Schedule 15 (Charges) ("Installation of Network Charge"). Provided that OpenNet has received the necessary approval from and is granted access by the building owner or building management (or such other relevant party) within five (5) Business Days from the Request Date, OpenNet shall, within six (6) Business Days of the Request Date, provide a quotation for the Installation of Network Charge. In the event that OpenNet does not receive the necessary approval or is not granted access within five (5) Business Days of the Request Date, the Request shall be rejected. The quotation for the Installation of Network Charge shall be valid and binding for ten (10) Business Days from the date of the quotation. The Requesting Licensee shall, within ten (10) Business Days from the date of the quotation, inform OpenNet in writing whether it accepts the quotation. If the Requesting Licensee cancels its Request after the site survey has taken place but before OpenNet has provided the Requesting

Licensee with a quotation, or if the Requesting Licensee does not accept the quotation, or if the Requesting Licensee does not (for any reason whatsoever) inform OpenNet in writing of its acceptance of the quotation within ten (10)Business Days from the date of the quotation, the quotation and the Request shall be deemed cancelled, and the Requesting Licensee shall be liable for and shall pay OpenNet the Rejection Charges as provided for in Schedule 15. For the avoidance of doubt, if the Requesting Licensee cancels its Request after it has accepted the quotation and OpenNet has already started work, the Requesting Licensee shall pay OpenNet the Cancellation Charge as stated in Schedule 15. For avoidance of doubt, the time taken by the building management to consider to grant approval of access to OpenNet and the time taken by Requesting Licensee to accept the quotation would be excluded from the service provisioning timeframe.

6.3   Upon receiving the Requesting Licensee's acceptance of the quotation, OpenNet shall proceed with the installation of the Building MDF Room to Non-Residential Premise Connection in accordance with the timeframe provided for in this Schedule 9. Notwithstanding the Requesting Licensee's acceptance of the quotation, OpenNet shall be entitled to subsequently reject the Request for any of the following reasons:

(a)   the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;

(b)   there is obstruction from building owner or building management to OpenNet installation or installation schedule; or

(c)   there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies.

6.4   Where the owner of a Non-Residential Premise requires the use of deployment technique other than open ducting (for the avoidance of doubt, such deployment shall be provided by a third party), OpenNet shall inform the Requesting Licensee, and both parties shall mutually agree to a revised implementation timeline.

6.5   Unless otherwise stated, OpenNet shall retain the responsibility for working at OpenNet's FDF at the Building MDF Room and the First Termination Point, including Patching Service at OpenNet's FDF at the Building MDF Room in accordance with Schedule 13 (Patching Service). The Requesting Licensee shall bear the Charges for such work carried out by OpenNet.

6.6   OpenNet will provide the necessary Patching Service at OpenNet'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, OpenNet will not offer and the Requesting Licensee shall not request for any rebate or discount over the Patching Service or the Building MDF Room to Non-Residential Premise Connection.

6.7   OpenNet will only 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 Building MDF Room to Non-Residential Premise Connection.

6.8   OpenNet will test the optical fibre cable from OpenNet's FDF at its designated Building MDF Room to the First Termination Point of the Non-Residential Premise to ensure that the Building MDF Room to Non-Residential Premise Connection falls within the specified optical performance. Testing will be conducted at wavelengths of 1310nm, 1490nm and 1550nm.

6.9   OpenNet shall ensure that the optical power loss does not exceed -0.4dB per km and -0.5dB per connector.

6.10   If the Requesting Licensee wishes to obtain the optical power readings, the Requesting Licensee shall submit its request furnishing the Order Request Identifier on a Business Day. OpenNet shall provide the requested information within three (3) Business Days of receipt of such request. The Requesting Licensee shall pay a charge to provide the optical power readings in accordance with Schedule 15 (Charges).

6.11   OpenNet shall promptly notify the Requesting Licensee on the completion of provisioning the Building MDF Room to Non-Residential Premise Connection.

6.12   Subject to clause 6.13, in the event OpenNet fails to meet the applicable service activation period for a Request, OpenNet shall compensate the Requesting Licensee an amount equal to the number of days of delay multiplied by the weekly recurring charge for the Building MDF Room to Non-Residential Premise Connection, subject to a maximum of 30 times the weekly recurring charge for the Building MDF Room to Non-Residential Premise Connection (**Weekly Recurring Charge**), where:

Weekly Recurring Charge = Monthly recurring charge x 7 / 30

6.13   OpenNet 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 End-User to install the required Network to the Non-Residential Premise within the said building, despite OpenNet using its best endeavours to obtain expeditiously such permission, provided that in the event the Requesting Licensee raises a dispute as to whether OpenNet has used its best endeavours to obtain expeditiously the permission, OpenNet will provide evidence that it has used such best endeavours;

(b)   The owner of a Non-Residential Premise 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)   The building which was initially under network coverage has been reconstructed and OpenNet 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 6.13 or elsewhere in this ICO Agreement (unless otherwise stated), OpenNet shall nevertheless be required to compensate the Requesting Licensee if it fails to meet the revised implementation timeline.

7.   RESPONSIBILITY AT OPENNET'S FDF

7.1   The Requesting Licensee shall not, and shall ensure that its employees, agents and contractors do not, at any time access OpenNet's FDF at the Building MDF Room.

7.2   Where the Requesting Licensee wishes to change the existing patching connection at OpenNet's FDF at the Building MDF Room, the Requesting Licensee shall submit an application for termination of the existing Patching Service and order for a new Patching Service at the 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 Building MDF Room to Non-Residential Premise Connection by giving OpenNet not less than one (1) month prior written notice.

8.2   If the Building MDF Room to Non-Residential Premise Connection 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 OpenNet one hundred percent (100%) of the Monthly Recurring Charge for the remainder of the minimum contract term.

8.3   Where any Patching Service is no longer required as a result of the termination of the Building MDF Room to Non-Residential Premise Connection, OpenNet shall remove the Patching Service at all the relevant access points and the Requesting Licensee shall be liable for the termination charges 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 Building MDF Room to Non-Residential Premise Connection, if such termination is the result of OpenNet's fault.

9.   STANDARD TERMS AND CONDITIONS

9.1   OpenNet shall at its sole discretion determine its network deployment, including but not limited to the access points, fibre cable routing and location of the Building MDF Room from which the Building MDF Room to Non-Residential Premise Connection is provided. Prior to installation of the Termination Point, OpenNet will assess the suitability of the location to accommodate the deployment of active equipment, such that there will be adequate ventilation and power within the reach of the active equipment. Notwithstanding, OpenNet's assessment and recommendation on location of the Termination Point, OpenNet 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   OpenNet will be responsible for the maintenance of the Building MDF Room to Non-Residential Premise 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 OpenNet's name, any of

OpenNet's trademarks or the fact that any service is supplied using OpenNet'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 OpenNet's existing services or those of a Third Party as a result of the Requesting Licensee's use of the Building MDF Room to Non-Residential Premise Connection.

9.5   If it is necessary to carry out any ~~scheduled~~ planned service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Building MDF Room to Non-Residential Premise Connection, OpenNet shall provide the Requesting Licensee with at least ~~one (1) month's~~two (2) weeks' notice in advance of such interruptions, repairs or upgrades, and shall inform Requesting Licensees of the period of service interruption. In the event the planned service interruption has to be changed, OpenNet shall provide the Requesting Licensee with no less than twenty-four (24) hours' notice. OpenNet shall take reasonable measures to minimise any service disruption to the Requesting Licensee.

9.6   If it is necessary to carry out any urgent service interruption, including but not limited to planned repair, or replacement or upgrade to any equipment or facility forming part of the Building MDF Room to Non-Residential Premise Connection, OpenNet shall notify the Requesting Licensee as soon as practicable, including after the carrying out of the service interruption, and shall inform Requesting Licensees of the period of service interruption. OpenNet shall take reasonable measures to minimise any service disruption to the Requesting Licensee.

9.7~~6~~   OpenNet shall include the following details in the written notification or via OpenNet 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)   OpenNet's Network Operations Centre Contact Number.

9.8~~7~~ The Requesting Licensee is required to acknowledge receipt of OpenNet's notification within one (1) Business Day. If the ~~scheduled~~ planned service interruption affects Building MDF Room to Non-Residential Premise Connections, OpenNet will carry out the ~~scheduled~~ planned service interruption between 1am and 6am, unless it is not feasible for OpenNet to do so.

9.9~~8~~ Subject to Requesting Licensee acquiring redundancy service, OpenNet shall, where technically feasible, provide assistance to Requesting Licensee to divert its Building MDF Room to Non-Residential Premise Connection to the redundancy service before commencing the planned~~scheduled~~ service interruption.

9.10~~9~~ Where there are available resources, OpenNet will, where possible, first divert critical links to alternative routings before commencing the ~~scheduled~~ planned service interruption.

9.11~~10~~ Subject to clause 9.5 or 9.6 or 9.7, OpenNet shall not be liable for any loss caused by such ~~scheduled~~ service interruption, except for the Service Level Guarantee rebate that arises from OpenNet carrying out the ~~scheduled~~ service interruption outside of the stipulated period and the Requesting Licensee has reported the fault in accordance to clause 11.

9.12~~11~~ 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~~12~~ The Requesting Licensee must procure and maintain at its own cost:

(a) any equipment or software needed to implement, receive or use the Building MDF Room to Non-Residential Premise Connection (including but not limited to any configuration of the NTE at the Non-Residential Premise);

(b) any space at the Building MDF Room for its equipment; and

(c) access to the Non-Residential Premise.

9.14~~13~~ 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 Building MDF Room to Non-Residential Premise Connection.

9.15~~14~~ Onsite charges are applicable whenever Requesting Licensee requests for OpenNet to be onsite other than for provisioning of Building MDF Room to Non-Residential Premise Connection or for reasons caused by OpenNet's fault or error.

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 Building MDF Room to Non-Residential Premise 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 network before reporting the fault to OpenNet. The Requesting Licensee shall pay OpenNet according to Schedule 15 (Charges) for cancellation of any fault reported regardless of the response or stage of investigation by OpenNet.

Where the fault is reported via the OpenNet Platform, the Requesting 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 OpenNet Platform will provide a fault acknowledgement.

11.3 Upon receipt of a fault report from the Requesting Licensee under clause 11.2, OpenNet shall use its reasonable endeavours to 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. OpenNet 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 OpenNet Platform, when available or via manual means. For the avoidance of doubt, OpenNet shall inform the industry when the above feature will be available on OpenNet Platform. Where a fault is reported via manual means, Requesting Licensee shall submit information as above. OpenNet may also provide the updates and status via Email.

11.4   If, following investigation, OpenNet determines that the fault is at the Patch Cable at the Building MDF Room, OpenNet will replace with another Patch Cable 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 Patch Cable at the Building MDF Room.

11.5   If, following investigation, OpenNet determines that no fault is found or the fault is not with the OpenNet Network or equipment, then OpenNet shall charge the Requesting Licensee a No Fault Found Charge for the fault report in accordance with Schedule 15 (Charges).

11.6   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 6.10 above where possible, and the findings shall be clearly recorded using the "Fault Rectification Service Report" (Annex (9B).

(b)   if the power loss do not exceed the limit specified in clause 6.10 then the following steps shall be carried out before a finding of 'no fault found' will be recorded:

   ▪   determine that the patching at Building MDF room and the patch cord are properly installed

   •   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

(c) Upon completion of any fault investigation, where both OpenNet and Requesting Licensee are present, OpenNet will hand over the Termination Point to the Requesting Licensee and both Parties shall jointly sign off on the "Fault Rectification Service Report" (Annex 9B), which will state the outcome of the investigation. For fault investigation where Requesting Licensee is not required to be present, OpenNet shall conclude the investigation on-site and inform the Requesting Licensee of the outcome accordingly OpenNet 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 OpenNet Platform, when available. For the avoidance of doubt, OpenNet shall inform the industry when the above features will be available on OpenNet Platform.

11.7 If OpenNet is unable to identify any fault, OpenNet will call for a fault identification coordination meeting between OpenNet and the Requesting Licensee to identify the fault. OpenNet will notify the Requesting Licensee on the request for fault identification. The Requesting Licensee shall provide all reasonable assistance requested by OpenNet. 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 OpenNet or its contractors, OpenNet shall not impose any charge on the Requesting Licensee for access to the Co-Location Space (where applicable), regardless of whether it is an OpenNet-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, OpenNet 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, OpenNet 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 OpenNet-initiated fault identification coordination meeting or a Requesting Licensee-initiated joint investigation process. In addition, OpenNet 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 OpenNet (or its contractors) or the Requesting Licensee (or its contractors or End-Users), OpenNet 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, OpenNet 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 on the Non-Residential Premise is damaged, OpenNet shall impose the relevant charges in accordance to Schedule 15 (Charges) accordingly to the End-User and charge the End-User directly unless damage is caused by the Requesting Licensee.

11.8 The Building MDF Room to Non-Residential Premise Connection is deemed to be restored when OpenNet has tested and confirmed to the Requesting Licensee that the Building MDF Room to Non-Residential Premise Connection has been restored. OpenNet will notify the Requesting Licensee with the cause of fault.

11.9 Where the Requesting Licensee has lodged with OpenNet a fault report and OpenNet 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 with the Building MDF Room to Non-Residential Premise Connection, the Requesting Licensee may request OpenNet for a joint investigation. The Requesting Licensee shall propose the date, time and venue for the joint investigation. Subject to OpenNet's resource availability and agreement to the date, time and venue, OpenNet 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 OpenNet. If the fault is due to OpenNet, OpenNet will waive the Joint Investigation Charge. The process for a joint investigation shall be as described in clause 11.6. Clauses 11.7(a) to (c) will apply to joint investigations conducted under clause 11.9. Additionally, where the Requesting

Licensee disputes OpenNet's findings, the Requesting Licensee may request OpenNet for a fault identification coordination meeting.

11.10 The Requesting Licensee acknowledges that OpenNet may temporarily disconnect the Requesting Licensee's Building MDF Room to Non-Residential Premise Connection to perform reasonable fault analysis and line testing on the Building MDF Room to Non-Residential Premise Connection. OpenNet shall conduct such disconnection only as it reasonably considers necessary. OpenNet shall notify the Requesting Licensee at least thirty (30) minutes before the temporary disconnection and provide its reasons for the temporary disconnection.

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

Mean Time To Recovery

11.12 OpenNet shall restore any fault within a standard Mean Time To Recovery (**MTTR**) of eight (8) hours.

11.13 Subject to clause 2.6, the MTTR shall be the average time OpenNet took to restore service for all fault incidents for all Building MDF Room to Non-Residential Premise 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 OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet's control. For the avoidance of doubt, the MTTR is calculated as follows:

$$\frac{\sum X}{Y}$$

Where X = Time taken to restore fault incidents for each Building MDF Room to Non-Residential Premise Connection during a month as described above

Y = Total number of affected Building MDF Room to Non-Residential Premise Connections in the same month

11.14 In the event OpenNet fails to meet the standard MTTR for a particular month, OpenNet 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 Building MDF Room to Non-Residential Premise Connection, subject to a maximum of 30 times the Weekly Recurring Charge for the Building MDF Room to Non-Residential Premise Connection.

12.   SERVICE LEVEL AVAILABILITY

12.1   OpenNet shall offer a service level availability of 99.99% per month for the Building MDF Room to Non-Residential Premise Connection. OpenNet shall offer to rebate the Requesting Licensee ten percent (10%) of the Monthly Recurring Charge if OpenNet fails to meet the service level availability for that month.

12.2   Service level availability for the Building MDF Room to Non-Residential Premise Connection is calculated as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

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

B = total network outage time for the Building MDF Room to Non-Residential Premise 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 Building MDF Room to Non-Residential Premise Connection is unavailable measured from the time each fault is reported by the Requesting Licensee to the time OpenNet confirms that the fault is restored, excluding fault incidents where OpenNet is prevented or restricted from restoring the service owing to matters that are not within OpenNet'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 equipment within its Network on its side of the connection at the FDF in the Building MDF Room and at the Non-Residential Premise.

13.2   Each Party shall, so far as reasonably practicable, take all necessary steps to ensure that the licence of the Building MDF Room to Non-Residential Premise 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 OpenNet Network.

14.   TERM OF LICENCE

14.1   The minimum contract term for the Building MDF Room to Non-Residential Premise Connection shall be twelve (12) months starting from the service activation date of the Building MDF Room to Non-Residential Premise Connection.

15.   SUSPENSION

15.1   OpenNet may suspend the Requesting Licensee's licence to the Building MDF Room to Non-Residential Premise Connection at any time until further notice to the Requesting Licensee if the Building MDF Room to Non-Residential Premise Connection licence causes or is likely to cause physical or technical harm to any telecommunications network, system or services (whether of OpenNet or any other person) including but not limited to causing damage, interfering with or causing deterioration in the operation of the OpenNet 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, OpenNet shall not be liable to the Requesting Licensee for any Loss resulting from, or in connection with, suspension of the Building MDF Room to Non-Residential Premise Connection licence under this clause 15.

16.   TERMINATION OF LICENCE

16.1   ~~The Requesting Licensee shall keep OpenNet informed on the Requesting Licensee's utilisation of each Building MDF Room to Non-Residential Premise Connection six (6) months from the service activation date and when there are changes to the utilisation.~~ On a fortnightly basis, the Requesting Licensee shall keep OpenNet informed of the Requesting Licensee's utilisation of each Building MDF Room to Non-Residential Premise Connection that was :

(a)   activated for the End-User within fourteen (14) days prior to the submission of the report;

(b)   terminated by the End-User within fourteen (14) days prior to submission of the report.

16.2   The Requesting Licensee must use or activate a service to a Retail Service Provider using the Building MDF Room to Non-Residential Premise Connection within two (2) weeks ~~six (6) months~~ from the service activation date of the Building MDF Room to Non-Residential Premise Connection. If the Requesting Licensee fails to do so, OpenNet ~~will~~ shall, at its sole discretion, deactivate the Building MDF Room to Non-Residential Premise Connection upon giving the Requesting Licensee ten (10) Business Days prior notice, and the Requesting Licensee did not dispute such written notice given by OpenNet. The Requesting Licensee must pay OpenNet the Monthly Recurring Charges for the remainder of the minimum contract term. Where an End-User had terminated a Building MDF Room to Non-Residential Premise Connection, the Requesting Licensee shall terminate the Building MDF Room to Non-Residential Premise Connection accordingly within two (2) weeks of such termination by the End-User. If the Requesting Licensee fails to do so, OpenNet shall, at its sole discretion, deactivate the relevant Building MDF Room to Non-Residential Premise Connection upon giving the Requesting Licensee two (2) Business days prior notice.

16.3   OpenNet may immediately terminate a licence of the Building MDF Room to Non-Residential Premise Connection under this Schedule if:

(a)   the Requesting Licensee is no longer an FBO;

(b)   the OpenNet ICO is revoked by the Authority under clause 12.8 of the ICO Agreement;

(c)   the Authority removes the requirement for OpenNet to supply the Building MDF Room to Non-Residential Premise Connection under the OpenNet ICO or exempts OpenNet from supplying the Building MDF Room to Non-Residential Premise 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 OpenNet's reasonable opinion, the Requesting Licensee is using the Building MDF Room to Non-Residential Premise Connection in contravention of an applicable law, licence, code, regulation or direction and OpenNet 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 OpenNet's reasonable opinion, the Requesting Licensee is using the Building MDF Room to Non-Residential Premise 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 OpenNet 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 licence in respect of Co-Location Space to which the Building MDF Room to Non-Residential Premise Connection is connected has been terminated or has expired;

(g) the Building MDF Room to Non-Residential Premise Connection has become unsafe for its purpose; or

(h) OpenNet's right to own, maintain or operate the Building MDF Room to Non-Residential Premise Connection has been revoked or terminated or has expired.

16.4 Either Party (**Terminating Party**) may terminate the Building MDF Room to Non-Residential Premise Connection:

(i) 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;

(j) if the Requesting Licensee's Building MDF Room to Non-Residential Premise 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

(k) 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 the Building MDF Room to Non-Residential Premise Connection:

(a) the Requesting Licensee must immediately discontinue use of the Building MDF Room to Non-Residential Premise Connection;

(b) the Requesting Licensee must without undue delay disconnect all equipment connected to the Building MDF Room to Non-Residential Premise Connection; and

(c) OpenNet 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 OpenNet's costs of removing all necessary Patching Services, if the termination is the result of OpenNet's fault.

16.6 If the licence of the Building MDF Room to Non-Residential Premise Connection is terminated as a result of the Requesting Licensee's fault, the Requesting Licensee shall be liable to OpenNet 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 Building MDF Room to Non-Residential Premise Connection under clause 16.5(b), OpenNet may at its sole discretion remove and/or dispose of the Requesting Licensee's equipment. The Requesting Licensee shall pay to OpenNet all reasonable costs associated with the work undertaken by OpenNet including the cost of disposing the Requesting Licensee's equipment. The Requesting Licensee shall have no claim whatsoever against OpenNet in connection with the removal and/or disposal of the Requesting Licensee's equipment from the Building MDF Room to Non-Residential Premise Connection.

17. REDUNDANCY SERVICE

17.1 The Requesting Licensee may acquire one separate fibre strand from OpenNet's FDF at the Building MDF Room to the First Termination Point of the Non-Residential Premise (**Redundancy Service**) at the same prices, terms and conditions as the Building MDF Room to Non-Residential Premise Connection through a request in the form of Annex 9A either via manual means or OpenNet Platform, unless stipulated otherwise in this clause 17.

17.2   OpenNet shall provide the Redundancy Service via the same duct and along the same path as the existing Building MDF Room to Non-Residential Premise Connection, without Duct Diversity and without Path Diversity. OpenNet may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Building MDF Room to Non-Residential Premise Connection.

17.3   The Requesting Licensee is eligible to acquire a Redundancy Service for the Building MDF Room to Non-Residential Premise Connection provided that the Requesting Licensee has acquired or is acquiring an equivalent Building MDF Room to Non-Residential Premise Connection between the same Building MDF Room and Non-Residential Premise. The Requesting Licensee may request OpenNet to reject the Request for the Building MDF Room to Non-Residential Premise Connection in the event that OpenNet is unable to provide the Redundancy Service, but such Requests for the Building MDF Room to Non-Residential Premise Connection and the Redundancy Service must be submitted together to OpenNet.

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 OpenNet.

17.5   OpenNet shall make the Redundancy Service available to the Requesting Licensee, except where OpenNet 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.

ANNEX 9A: REQUEST FORM FOR BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION

Request for Building MDF Room to Non-Residential Premise Connection

<table>
<tr>
<td rowspan="6" style="writing-mode: vertical">Requesting Licensee</td>
<td>Date of Application: _____

Requested Date of Activation: _____

Preferred Installation Session*: AM/PM (if applicable)</td>
<td>Application   Reference   Number: _____</td>
</tr>
<tr>
<td>Non-Residential End-User Name:
_____</td>
<td>Non-Residential End-User Telephone Number:
_____</td>
</tr>
<tr>
<td colspan="2">Non-Residential End-User Address:
_____</td>
</tr>
<tr>
<td colspan="2">In-building wiring to First Termination Point:
        self provide / request OpenNet to install</td>
</tr>
<tr>
<td colspan="2">Any other info: _____
☐   Redundancy Service is required
☐   Request for Building MDF Room to Non-Residential Premise Connection to be rejected if Redundancy Service is not available</td>
</tr>
</table>

For and on Behalf of Requesting Licensee

<table>
<tr>
<td rowspan="4" style="writing-mode: vertical">Requesting Licensee</td>
<td>Sign:

_____</td>
<td>Company Stamp:

_____</td>
</tr>
<tr>
<td>Name:
_____</td>
<td>Company Name:
_____</td>
</tr>
<tr>
<td>Designation:
_____</td>
<td></td>
</tr>
<tr>
<td colspan="2">Contact Number, Fax and email address
_____</td>
</tr>
</table>

Part 1:   Date: _____

<table>
<tr>
<td rowspan="4" style="writing-mode: vertical">OpenNet</td>
<td colspan="2">☐   Application accepted:
Circuit Identification Number: _____
Tentative Provision Date : _____
                           Able to provide in-building wiring to First Termination Point (Y/N)</td>
</tr>
<tr>
<td colspan="2">☐   Application rejected
Reason for rejection: _____</td>
</tr>
<tr>
<td>OpenNet Name / Signature:
_____</td>
<td>Queue Status:
_____</td>
</tr>
</table>

Part 2:   Date: _____

<table>
<tr>
<td rowspan="3" style="writing-mode: vertical">OpenNet</td>
<td>☐   Circuit Provision:
Revised Provision Date (where applicable): _____
Reason:

                           Any other reason: _____</td>
</tr>
<tr>
<td>☐   Application rejected
Reason for rejection: _____</td>
</tr>
<tr>
<td>OpenNet Name / Signature:
_____</td>
</tr>
</table>

ANNEX 9B: FAULT RECTIFICATION SERVICE REPORT

OpenNet BROADEN YOUR MIND	**Fault Rectification Service Report**	Serial No:

Appointment Date:	Arrival Time:
Time:	Completion Time:
Trouble Ticket No:	☐ 1 hour activation ☐ Maintenance Fault Rectification ☐ Follow up end-user appointment

END-USER INFORMATION

Authorised Person Name:	*Mr/Mrs/Miss/Mdm/Dr	
Contact no:		(HP):
Company:		
Registered Address:	Blk/House: _____ Unit No: # _____ - _____ Street Name: _____ Building Name: _____ Postal code: S( )	

LOCATION OF INSTALLATION

A-END (CO/MDF)	B-END (CO/MDF, End-User's Premise)
Blk/House: _____ Unit No: #_____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)	Blk/House: _____ Unit No: #_____ - _____ Street Name: _____ Building Name: _____ Postal code: S(_____)

End-User Declaration (check only one box)

☐ I am the owner of the above premises

☐ I, Name: _____.am authorised by the owner of the premise and/or the above-stated company to sign this form and permit OpenNet Pte Ltd or its contractor to enter the premises and conduct the fault rectification work. I will bear full responsibility if the owner should dispute (a) my authority, or (b) any action taken by OpenNet Pte Ltd at my instructions.

Company Stamp (if applicable):

For Official Use Only

OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by RL)

Fault description:

Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm		Distance (m)	

Certified by ON:

Technician Name:	Date:
Technician Signature:	Time:

OPTICAL MEASUREMENTS, WHERE POSSIBLE (Measured by ON)							
Fault description:							
Test Measurement (CO to Serving Cabinet):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (CO to 1st TP):	1310nm		1490nm		1550nm		Distance (m)	
Test Measurement (Segment Services A-END to B-END)	1310nm		1490nm		1550nm		Distance (m)	
Certified by :							
RL Name:				Date:			
RL Signature:				Time:			
Fault Root Cause Description							
ACTION TAKEN/ADDITIONAL REMARKS							

CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE	
Remarks/Comments:	
This is to acknowledge that the fibre fault rectification has been attended and the fault resolution is effective	
Fault Attended by:	**Resolution Accepted by End-User:**
Technician Name:	End-User Signature:
Technician Signature:	
Resolution Verified and Accepted by RL (Only applicable for <u>1 hour activation</u>) :	
RL Name:	RL Signature:

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

*Please delete where inapplicable.