

LIST OF REVISIONS TO OPENNET INTERCONNECTION OFFER (“ICO”) SINCE 30 OCTOBER 2009

Revisions to ICO submitted by OpenNet on 16 December 2009

No.	Claus	Reason
1.	<p>Clause 11.4, Main Body Where any Service has been suspended (whether or not at the request of the Requesting Licensee), the Requesting Licensee shall continue to pay those Charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected, all reconnection Charges set out under Schedule 15. Notwithstanding anything in this clause to the contrary, the Requesting Licensee is (a) not liable to pay Monthly Recurring Charges during a period of suspension, unless such suspension is the result of OpenNet's <u>the Requesting Licensee's</u> fault; and (b) not liable to pay the reconnection Charges in the event the suspended Service is reconnected, where such suspension is the result of OpenNet's fault.</p>	Typographical error
2.	<p>Clause 14.7, Main Body <u>Subject to clause 14.6, neither</u> Party will be liable to the other Party to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of this ICO Agreement by a Third Party to whom the other Party provides a telecommunication service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Party.</p>	Typographical error
3.	<p>Various Updates to various clauses on contact/administrative details in Main Body of ICO</p>	Administrative updates

Revisions to ICO submitted by OpenNet on 29 March 2010

(IDA approved the revisions on 15 April 2010)

No.	Clause	Reason
1.	<p>Annex 12C – Co-Location Request Form, Schedule 12 (Co-Location Service)</p> <p>Annex 12C is revised to include the following sections: Part A: Rack and Equipment Information Part B: Equipment Connectivity Part C: Tie Cable Splicing Requirements</p>	To provide guidance on information requirements
2.	<p>Clause 3.2, Schedule 13 (Patching)</p> <p>The Requesting Licensee may submit an PSDR Form containing any number of Patching Service Deactivation Requests (PSDRs) to OpenNet. The Requesting Licensee shall be liable and shall pay OpenNet an Ordering Charge for each PSDR Form submitted regardless of whether the PSDR(s) is/are successful (unless the PSDR was wrongfully rejected by OpenNet), and for each successful PSDR, a Termination Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges). For the avoidance of doubt, the Requesting Licensee shall not be liable to pay any Termination Charge unless such termination is the result of the Requesting Licensee's fault.</p> <p>Clause 7.3, Schedule 13 (Patching)</p> <p>Upon expiry or termination of the Patching Service:</p> <p>(a) the Requesting Licensee must immediately discontinue the use of the Patching Service; and</p> <p>(b) OpenNet shall disconnect the relevant connectors terminated at OpenNet's Fibre Distribution Frame in relation to the Patching Service; and</p> <p>(c) <u>OpenNet shall be responsible for deactivating the Patching Service 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 deactivating the Patching Service if the termination is the result of OpenNet's fault.</u></p>	<p>To correct the anomaly in clause 3.2.</p> <p>To align with similar clauses in other ICO schedules</p>
3.	<p>Clause 12.2.1, Schedule 15 (Charges)</p> <p>Depending on the term of the licence requested by the Requesting Licensee, different monthly rates shall be payable. This cost is charged based on the <u>total</u> equipment footprint, provided always</p>	To clarify how Co-Location Space monthly

No.	Clause	Reason
	<p>that the Requesting Licensee has complied fully with all the requirements contained in Schedule 12. For avoidance of doubt, the total equipment footprint shall be rounded up to the next whole unit.</p>	<p>charges are computed</p>
<p>4.</p>	<p>Clause 5.1, Schedule 16 (Billing) If the Invoiced Party discovers an error in an invoice given issued by the Invoicing Party under this clause 5, it shall notify the Invoicing Party as soon as practicable in accordance with the procedure set out in Clause 6.1 below. The Invoicing Party shall make the adjustment necessary to correct that error in its next invoice, if it is able to verify the error.</p> <p>Clause 5.3, Schedule 16 (Billing) If the Invoiced Party makes an overpayment in error, it shall notify the Invoicing Party accordingly within thirty (30) Calendar Days of the date on which the overpayment was made with sufficient details for the Invoicing Party to be able to identify the overpayment. The Invoicing Party will investigate and if the Invoiced Party's claim is found to be legitimate, the Invoicing Party shall return or credit the amount overpaid to the Invoiced Party in the Invoicing Party's next invoice to the Invoiced Party following such investigation in accordance with the Invoicing Party's billing cycle.</p> <p>Clause 6.1, Schedule 16 (Billing) If the Invoiced Party wishes to dispute in good faith an invoice prepared by the Invoicing Party ("Billing Dispute"), the Invoiced Party must notify the Invoicing Party in writing ("Billing Dispute Notice") within thirty (30) Calendar Days after the date of that invoice ("Billing Dispute Notification Period"). Such notices must be sent to the Invoicing Party's Billing Representatives nominated in Clause 9 of this Schedule by fax or email. Without prejudice to clause 5 of this Schedule, the Invoiced Party shall be deemed to have accepted any invoice from the Invoicing Party if no dispute is raised within the Billing Dispute Notification Period in respect thereof.</p>	<p>To clarify that notification of invoice error should follow the procedure set out in clause 6.1</p> <p>To clarify the timeline for returning or crediting amount overpaid by the Invoiced Party</p> <p>To clarify that the Invoiced Party shall be deemed to have accepted any invoice from the Invoicing Party if no dispute is raised within the Billing Dispute Notification Period (without prejudice to clause 5)</p>

No.	Clause	Reason
	<p>Clause 6.4, Schedule 16 (Billing) Subject to clause 5 of this Schedule, except where payment for the invoice has already been made, no invoices may be disputed after the expiration of the Billing Dispute Notification Period.</p>	<p>Consequential amendment due to the revision to clause 6.1</p>
5.	<p>Schedule 18 (Dictionary) Inclusion of the following definition: <u>“Cost-Oriented Basis” means for the purpose of the ICO Agreement and in accordance with the RFP submission, a thirty (30) percent mark-up on OpenNet staff related costs and a ten (10) percent mark-up on all other costs;</u></p>	<p>Self explanatory</p>

Revisions to ICO submitted by OpenNet on 9 April 2010

(IDA approved the revisions on 15 April 2010)

No.	Clause	Reason
1.	Clauses 1.2 & 2.1, Part 2 of Main Body Attachments A & B, Main Body Insertion of "Schedule 12A – RL to RL Interconnection Service"	To include references to Schedule 12A (RL to RL Interconnection Service)

Revisions to ICO submitted by OpenNet on 11 May 2010

(IDA approved the revisions on 17 May 2010)

No.	Clause	Reason
1.	<p>Clause 1.5.3, Annex 12D of Schedule 12 (Co-Location Service) The Requesting Licensee shall ensure that:</p> <p>(a) its Co-Location Equipment at the Co-Location Space does not exceed a heat load limit of 250 <u>900</u> watts per square metre <u>of its Co-Location Equipment footprint; and</u></p> <p>(b) <u>Each 42U rack installed by the Requesting Licensee shall not exceed a heat load limit of 1.5 kilowatts per rack.</u></p>	To elaborate on the heat load limit applicable to Co-Location Equipment

Revisions to ICO submitted by OpenNet on 19 August 2010

(IDA approved the revisions on 25 August 2010)

No.	Clause	Reason
1.	<p>Clause 19.3, Main Body</p> <p>The Receiving Party shall not use or copy the Confidential Information of the Disclosing Party except in connection with and for the purposes of this ICO Agreement or for such other purposes related to the provision of Services under this ICO Agreement. <u>For the avoidance of doubt, where any such Confidential Information disclosed relates to Customer information, such as addresses or contact numbers (the "Customer Contact Information"), the Receiving Party expressly agrees not to use such Customer Contact Information for the purposes of developing and marketing of any goods and services.</u></p>	<p>To make clear the basis of OpenNet's sharing of customer contact information with Requesting Licensees.</p>
2.	<p>Various</p> <p>Updates to various clauses on contact/administrative details in Main Body of ICO</p>	<p>Administrative updates</p>

Revisions to ICO submitted by OpenNet on 29 October 2010

(IDA approved the revisions on 11 November 2010)

No.	Clause	Reason
1.	<p>Clause 5.11, Schedule 3 (NBAP Connection)</p> <p>The Requesting Licensee must provide its acceptance of the service activation period and agreement to pay the one-time installation charge to OpenNet within:</p> <p>(a) ten <u>twenty</u> (4020) Business Days <u>(the Initial Period); or</u></p> <p>(b) <u>(upon OpenNet's receipt of the Requesting Licensee's written request no later than five (5) Business Days before the expiry of the Initial Period) within a further period of ten (10) Business Days in addition to the Initial Period,</u></p> <p>failing which, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for Cancellation Charges in accordance with Schedule 15 (Charges).</p>	<p>To allow Requesting Licensees more time to provide their acceptance of the service activation period and agreement to pay the one-time installation charge to OpenNet.</p>

Revisions to ICO submitted by OpenNet on 25 August 2010
(IDA approved the revisions on 18 October 2010)

No.	Clause	Reason
1.	<p>Clause 3.2, Schedule 12 (Co-Location Service) OpenNet shall process a maximum of sixteen (16) Co-Location Requests <u>(inclusive of Co-Location Modification Requests)</u> per week from all Requesting Licensees (Co-Location Service Request Quota). Any additional requests will be processed in the next available week where the Co-Location Service Request Quota has not been exceeded. OpenNet shall inform the Requesting Licensee of that overflow within one (1) Business Day of the date of receiving the Co-Location Request / <u>Co-Location Modification Request (Request Date)</u>.</p> <p>Clause 4.1, Schedule 12 (Co-Location Service) Except <u>Subject to clause 3.2 and except</u> where OpenNet has rejected a Co-Location Request under clauses 3.4 and 3.5, OpenNet must complete a Project Study shall, within fifteen (15) <u>(5)</u> Business Days of the Request Date. The Requesting Licensee must pay, provide a quotation for the Project Study Fee (specified in Schedule 15 (Charges)). <u>The quotation shall be valid and binding for ten (10) Business Days from the date of the quotation.</u></p> <p>Clause 4.2, Schedule 12 (Co-Location Service) <u>The Requesting Licensee shall, within ten (10) Business Days from the date of the quotation referred to in clause 4.1 above, inform OpenNet in writing whether it accepts the quotation. 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 Co-Location Request shall be deemed cancelled. The Requesting Licensee shall in any event be liable for and shall pay OpenNet the Co-Location Ordering Charge for processing the Co-Location Request as provided in Schedule 15 (Charges).</u></p> <p>Clause 4.3, Schedule 12 (Co-Location Service) <u>OpenNet shall complete a Project Study within fifteen (15)</u></p>	<p>To include Co-Location Modification Request in the Co-Location Service Request Quota.</p> <p>To provide greater certainty to Requesting Licensees on the Project Study Fee.</p> <p>To provide greater certainty to Requesting Licensees on the Project Study Fee.</p> <p>To provide</p>

<p><u>Business Days of its receipt of the written notice of acceptance by the Requesting Licensee of the quotation for the Project Study Fee. The Requesting Licensee must pay the Project Study Fee specified in Schedule 15 (Charges). (a)The Project Study normally entails a joint site survey with the Requesting Licensee to determine the space and Site Preparation Works required at the Co-Location space.</u></p> <p>Clause 5 – Modification of Co-Location Request, Schedule 12 (Co-Location Service)</p> <p><u>5.1 The Requesting Licensee may, before the completion of the Project Study, submit a modification to the Co-Location Request (“Co-Location Modification Request”) to OpenNet in the form of Annex 12C. The Requesting Licensee shall, in the Co-Location Modification Request, state the Application Reference Number used in the original Co-Location Request and clearly indicate the changes requested.</u></p> <p><u>5.2 OpenNet shall, if the Requesting Licensee has requested for suspension of the Project Study in the Co-Location Modification Request, immediately suspend the Project Study upon its receipt of the Co-Location Modification Request. If the Requesting Licensee has not requested for suspension of the Project Study in the Co-Location Modification Request, the Project Study shall continue and the Requesting Licensee shall be liable for the full amount of the Project Study Fee for the Project Study. If OpenNet anticipates that the Co-Location Modification Request will result in extensive changes to the Project Study and that the Project Study should be suspended, OpenNet shall inform the Requesting Licensee and seek the Requesting Licensee’s consent before suspending the Project Study.</u></p> <p><u>5.3 Where the Project Study has been suspended pursuant to clause 5.2, the duration of the Project Study suspension shall not be included in the calculation of the Service Level Guarantee for the Project Study.</u></p> <p><u>5.4 Subject to clause 3.2, OpenNet shall, within three (3)</u></p>	<p>greater certainty to Requesting Licensees on the Project Study Fee</p> <p>To include a process for modification of Co-Location Request.</p>
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Business Days of its receipt of the Co-Location Modification Request, assess the Co-Location Modification Request and inform the Requesting Licensee in writing whether it accepts or rejects the Co-Location Modification Request.

5.5 If OpenNet rejects the Co-Location Modification Request, the Requesting Licensee shall, within three (3) Business Days of OpenNet's rejection of the Co-Location Modification Request (or such other period as may be agreed between the Parties), inform OpenNet in writing whether it wishes to:

(a) continue with the Project Study, whereupon the suspension of the Project Study as per clause 5.2 will be lifted within one (1) Business Day of OpenNet's receipt of Requesting Licensee's request to continue with the Project Study; or

(b) cancel the Co-Location Request and terminate the Project Study.

In any event, OpenNet shall be entitled to levy and receive the Project Study Fee provided in Schedule 15 (Charges).

5.6 If OpenNet anticipates that it would not incur additional costs and/or charges arising from the acceptance of the Co-Location Modification Request, OpenNet shall continue the Project Study as per the timeframe stated in Clause 4.3 and be entitled to levy and receive the Project Study Fee provided in Schedule 15 (Charges). If OpenNet anticipates that it would incur additional costs and/or charges arising from the acceptance of the Co-Location Modification Request, OpenNet shall terminate the Project Study and be entitled to levy and receive the Project Study Fee provided in Schedule 15 (Charges). OpenNet shall provide a quotation to the Requesting Licensee with the estimated additional Project Study Fee for the Co-Location Modification Request Project Study within five (5) Business Days from the date of OpenNet's receipt of the

	<p><u>Co-Location Modification Request. The Requesting Licensee shall notify OpenNet in writing whether it accepts the quotation for the Co-Location Modification Request Project Study within ten (10) Business Days of its receipt of the quotation.</u></p> <p><u>5.7 Upon the Requesting Licensee's acceptance of the quotation in clause 5.6, OpenNet shall complete the Co-Location Modification Request Project Study within 15 Business Days of the date of its receipt of the Receiving Licensee's acceptance. For the avoidance of doubt, any work already performed by OpenNet pursuant to the Project Study shall be included in the Co-Location Modification Request Project Study at no additional cost to the Requesting Licensee. OpenNet shall provide the same Service Level Guarantee for the Co-Location Modification Request Project Study as it would for a Project Study.</u></p> <p>Clause 6.1, Schedule 12 (Co-Location Service) Within ten (10) Business Days (or such other time as may be agreed between the Parties) from the date of notification of the result of the Project Study under clause 4.2 <u>or Co-Location Modification Request Project Study under clause 5.7</u>, the Requesting Licensee shall confirm in writing whether it wishes to proceed with Co-Location and whether it agrees to pay the estimated Charges for Site Preparation Work.</p> <p>Clause 9.3, Schedule 12 (Co-Location Service) <u>Where the suspension is not the result of OpenNet's fault, OpenNet shall, upon the end of the suspension period, charge the Requesting Licensee a Reconnection Charge for the service reconnection works.</u></p> <p>Clause 10.7(a), Schedule 12 (Co-Location Service) the Requesting Licensee must discontinue the use of its Co-Location Equipment and, <u>at its own cost</u>, remove its Co-Location Equipment from the Co-Location Space without undue delay;</p>	<p>Consequential amendments arising from inclusion of a process for modification of Co-Location Request</p> <p>To make clear the circumstance under which the Reconnection Charge will apply</p> <p>To clarify the cost bearing responsibility relating to removal of Co-Location Equipment</p>
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<p>Clause 10.7(b), Schedule 12 (Co-Location Service) OpenNet shall reinstate the Co-Location Space <u>to its original condition</u> and recover/reinstate all cables/supports/opening and recover the reasonable cost of such reinstatement (other than the cost of removing the Transmission Tie Cable) from the Requesting Licensee, other than in circumstances where the Requesting Licensee’s discontinuation of the use of the Co-Location Equipment is a direct result of OpenNet’s decommissioning of the Central Office under this Schedule 12, or where the termination occurs as a result of OpenNet’s fault; and</p> <p>Clause 10.8, Schedule 12 (Co-Location Service) If the Requesting Licensee fails to discontinue the use of its Co-Location Equipment and/or remove its Co-Location Equipment under <u>in accordance with</u> clause 9<u>10</u>.7(a), OpenNet may at its sole discretion <u>proceed to</u> remove and/or dispose of the Requesting Licensee’s Co-Location Equipment and reinstate <u>after giving</u> the <u>Requesting Licensee no less than ten (10) Business Days’ written notice. OpenNet shall notify the Requesting Licensee of the costs payable by the Requesting Licensee prior to OpenNet’s removal and/or disposal of the Requesting Licensee’s</u> Co-Location Space to its original condition. <u>Equipment</u>. The Requesting Licensee shall pay to OpenNet all reasonable costs associated with the work undertaken <u>notified to it</u> by OpenNet, including the cost of disposing the Co-Location Equipment. In such event, the Requesting Licensee shall have no claim whatsoever against OpenNet related to or in connection with the work undertaken by OpenNet.</p> <p>Various Consequential changes to various clauses in Schedule 12 (Co-Location Service)</p>	<p>Consequential amendments arising from the amendments to clause 10.8, Schedule 12 (Co-Location Service)</p> <p>To provide greater certainty to Requesting Licensees in regard to the timeframe and costs of removal and/or disposal of the Requesting Licensee’s Co-Location Equipment.</p> <p>Consequential amendments</p>
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Revisions to ICO submitted by OpenNet on 29 October 2010

(IDA approved the revisions on 11 November 2010)

No.	Clause	Reason
1.	<p>Clause 5.11, Schedule 3 (NBAP Connection)</p> <p>The Requesting Licensee must provide its acceptance of the service activation period and agreement to pay the one-time installation charge to OpenNet within:</p> <p>(c) ten <u>twenty</u> (4020) Business Days <u>(the Initial Period); or</u></p> <p>(d) <u>(upon OpenNet's receipt of the Requesting Licensee's written request no later than five (5) Business Days before the expiry of the Initial Period) within a further period of ten (10) Business Days in addition to the Initial Period,</u></p> <p>failing which, the Request shall be deemed cancelled and the Requesting Licensee shall be liable for Cancellation Charges in accordance with Schedule 15 (Charges).</p>	<p>To allow Requesting Licensees more time to provide their acceptance of the service activation period and agreement to pay the one-time installation charge to OpenNet.</p>

Revisions to ICO submitted by OpenNet on 9 November 2010

(IDA approved the revisions on 30 November 2010)

No.	Clause	Reason
1.	<p>Clause 6.3, Schedule 7(FTTB Node to DP Connection)</p> <p><u>Where OpenNet has not rolled out its Network to the DP in the Non-Residential Building, OpenNet will install in-building enclosure, ducting, cabling and cable tray from the FTTB Node to the DP 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 two (2) 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 two (2) 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 five (5) Business Days from the date of the quotation. The Requesting Licensee shall, within five (5) 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 five (5) 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 Charge 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.</u></p>	<p>To provide greater certainty to Requesting Licensees with regard to the Installation of Network Charge.</p>

	<p>Clause 6.4, Schedule 7(FTTB Node to DP Connection)</p> <p><u>Upon receiving the Requesting Licensee's acceptance of the quotation, OpenNet shall proceed with the installation of the FTTB Node to DP Connection in accordance with the timeframe provided for in this Schedule 7. Notwithstanding the Requesting Licensee's acceptance of the quotation, OpenNet shall be entitled to subsequently reject the Request for any of the following reasons:</u></p> <p>(a) <u>the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;</u></p> <p>(b) <u>there is obstruction from building owner or building management to OpenNet installation or installation schedule; or</u></p> <p>(c) <u>there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies</u></p>	<p>Consequential amendments arising from the amendments to Clause 6.4 of Schedule 7 (FTTB Node to DP Connection)</p>
<p>2.</p>	<p>Clause 6.3, Schedule 9 (Building MDF Room to Non-Residential Premise Connection)</p> <p>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, cabling and cable tray 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) <u>("Installation of Network Charge")</u>. <u>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 two (2) 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 two (2) 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 five (5) Business Days from the date of the quotation. The Requesting Licensee shall, within five (5) Business Days from the date of the quotation, inform OpenNet in writing whether it accepts the quotation. If the</u></p>	<p>To provide greater certainty to Requesting Licensees with regard to the Installation of Network Charge.</p>

	<p><u>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 five (5) 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.</u></p> <p>Clause 6.4, Schedule 9 (Building MDF Room to Non-Residential Premise Connection)</p> <p><u>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:</u></p> <p>(a) <u>the equipment or services that the Requesting Licensee proposes to use or to provide interfere with, or cause deterioration to services supplied by OpenNet;</u></p> <p>(b) <u>there is obstruction from building owner or building management to OpenNet installation or installation schedule; or</u></p> <p>(c) <u>there are security and confidentiality requirements or restrictions imposed on OpenNet by Government Agencies.</u></p>	<p>Consequential amendments arising from the amendments to Clause 6.4 of Schedule 9 (Building MDF Room to Non-Residential Premise Connection)</p>
4	<p>Clause 7.6.1 – Rejection Charge, Schedule 15 (Charges)</p> <p><u>The Rejection Charge shall be fixed at \$150.</u></p>	<p>Introduction of a Rejection Charge arising</p>

	<p>Clause 9.6.1 – Rejection Charge, Schedule 15 (Charges) <u>The Rejection Charge shall be fixed at \$150.</u></p>	<p>from the amendments to Clause 6.4 of Schedule 7 (FTTB Node to DP Connection)</p> <p>Introduction of a Rejection Charges arising from the amendments to Clause 6.4 of Schedule 9 (Building MDF Room to Non-Residential Premise Connection)</p>
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Revisions to ICO submitted by OpenNet on 23 March 2011

(IDA approved the revisions on 31 March 2011)

No.	Clause	Reason
1.	<p>Clause 1.2, Schedule 1 (Residential End-User Connection) For the avoidance of doubt, OpenNet may provide a Residential End-User Connection via the 1st or 2nd fibre installed in the First Termination Point, and all terms and conditions of this Schedule 1 shall apply regardless of which fibre is used.</p>	<p>To make clear the terms and conditions governing the provision of the second fibre installed in the First Termination Point.</p>
2.	<p>Clause 17.2, Schedule 1 (Residential End-User Connection) OpenNet shall provide the Redundancy Service via the same duct and along the same path as the existing Residential End-User Connection, without Duct Diversity and without Path Diversity. OpenNet may provide the Redundancy Service using a separate fibre strand from the same fibre cable that carries the existing Residential End-User Connection. OpenNet shall have the right to reject a request for the Redundancy Service if both fibres in the First Termination Point are in use.</p>	<p>To make clear the terms and conditions governing the provision the Redundancy Service.</p>
3.	<p>Clause 1.1, Schedule 2 (Non-Residential End-User Connection) The Non-Residential End-User Connection is a service provided by OpenNet to the Requesting Licensee for the purpose of delivering GPON or OE services over the Layer 1 Services highlighted above at a Non-Residential Premise. For the avoidance of doubt, OpenNet is only obliged to provide Non-Residential End-User Connections through the 1st fibre strand in the First Termination Point. OpenNet may, on a case-by-case basis, provide a Non-Residential End-User Connection via a 2nd fibre strand in the First Termination Point, and such Non-Residential End-User Connection via the 2nd fibre strand shall be provided upon the same terms and conditions as the 1st fibre strand.</p>	<p>To make clear the terms and conditions governing the provision of a Non-Residential End-User Connection via a second fibre strand in the First Termination Point.</p>

4.	<p>Clause 1, Schedule 9 (Building MDF Room to Non-Residential Premise Connection)</p> <p>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). <u>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.</u></p>	<p>To make clear the terms and conditions governing the provision of a Building MDF Room to Non-Residential Premise Connection via a second fibre strand in the First Termination Point.</p>
5.	<p>Clause 1.1.2, Schedule 15 (Charges)</p> <p>The charges listed below are the rates payable for the Residential End-User Connection applicable to both GPON with splitter and OE with active equipment, <u>and are applicable regardless of whether the Residential End-User Connection is provided by the 1st or 2nd fibre strand.</u></p>	<p>To make clear the prices governing the provision of the second fibre installed in the First Termination Point.</p>
6.	<p>Clause 1.3.1, Schedule 15 (Charges)</p> <p>There shall be a one-time Installation Charge payable for per Residential End-User Connection. However, the Installation Charge will be waived unless the home-owner had refused entry to OpenNet's staff or agent the first time. The Installation Charge below applies to per connection where the homes were passed. <u>For the avoidance of doubt, there shall be no one-time Installation Charge payable for the 2nd fibre strand of the First Termination Point, and no Onsite Charges payable for the installation of the 2nd fibre strand of the First Termination Point.</u></p>	<p>To make clear the prices governing the provision of the second fibre installed in the First Termination Point.</p>

7.	<p>Clause 2.1.3, Schedule 15 (Charges) For the avoidance of doubt, all charges in this Section 2 apply on a per connection basis.</p>	<p>To make clear the prices governing the provision of a Non-Residential End-User Connection via a second fibre strand in the First Termination Point.</p>
8.	<p>Clause 9.1.3, Schedule 15 (Charges) For the avoidance of doubt, all charges in this Section 9 apply on a per connection basis.</p>	<p>To make clear prices governing the provision of a Building MDF Room to Non-Residential Premise Connection via a second fibre strand in the First Termination Point.</p>

Revisions to ICO submitted by OpenNet on 1 August 2011

(IDA approved the revisions on 12 August 2011)

No.	Clause	Reason
1.	Clause 1.7, 24.1 and 24.4 Main Body Administrative changes to the addressee particulars in Clause 1.7 (Part 1), 24.1 and 24.4	Administrative changes

Revisions to ICO submitted by OpenNet on 31 October 2011

(IDA approved the revisions on 27 October 2011)

No.	Clause	Reason
1.	<p>Clause 1.2 Main Body</p> <p>The following documents (where applicable) shall be deemed to be read and construed as part of this ICO Agreement:</p> <p>The main body of this ICO Agreement;</p> <p>Schedule 1 Residential End-User Connection;</p> <p>Schedule 2 Non-Residential End-User Connection;</p> <p>Schedule 3 NBAP Connection;</p> <p>Schedule 4 CO to CO Connection;</p> <p>Schedule 5 CO to Building MDF Room Connection;</p> <p>Schedule 6 Building MDF Room to FTTB Node Connection;</p> <p>Schedule 7 FTTB Node to DP Connection;</p> <p>Schedule 8 Building MDF Room to Residential Premise Connection;</p> <p>Schedule 9 Building MDF Room to Non-Residential Premise Connection;</p> <p>Schedule 10 CO to NBAP DP Connection;</p> <p>Schedule 11 NBAP DP to NBAP TP Connection;</p> <p>Schedule 12 Co-location Service;</p> <p>Schedule 12A RL to RL Interconnection Service;</p> <p>Schedule 13 Patching Service;</p> <p>Schedule 14 OSS/BSS Connection & Professional Service [To be made available at a later date];</p> <p>Schedule 15 Charges;</p> <p>Schedule 16 Billing;</p> <p>Schedule 17 Dispute Resolution;</p> <p>Schedule 18 Dictionary.</p>	<p>IDA's approval to OpenNet's OSS/BSS Connection & Professional Service and introduction of the new ICO schedule for OSS/BSS Connection & Professional Service.</p>
2.	<p>Clause 2.1(o) Main Body</p> <p>Subject to clause 2.2, the following Mandated Services are covered by this ICO Agreement and terms and conditions of supply as set out in the relevant Schedules:</p> <p>(a) Residential End-User Connection, in accordance with Schedule 1;</p> <p>(b) Non-Residential End-User Connection, in accordance with</p>	<p>IDA's approval to OpenNet's OSS/BSS Connection & Professional Service and introduction of the new ICO schedule for OSS/BSS</p>

No.	Clause	Reason
	<p>Schedule 2;</p> <p>(c) NBAP Connection, in accordance with Schedule 3;</p> <p>(d) CO to CO Connection, in accordance with Schedule 4;</p> <p>(e) CO to Building MDF Room Connection, in accordance with Schedule 5;</p> <p>(f) Building MDF Room to FTTB Node Connection, in accordance with Schedule 6;</p> <p>(g) FTTB Node to DP Connection, in accordance with Schedule 7;</p> <p>(h) Building MDF Room to Residential Premise Connection, in accordance with Schedule 8;</p> <p>(i) Building MDF Room to Non-Residential Premise Connection, in accordance with Schedule 9;</p> <p>(j) CO to NBAP DP Connection, in accordance with Schedule 10;</p> <p>(k) NBAP DP to NBAP TP Connection, in accordance with Schedule 11;</p> <p>(l) Co-Location Service, in accordance with Schedule 12;</p> <p>(m) RL to RL Interconnection Service, in accordance with Schedule 12A;</p> <p>(n) Patching Service, in accordance with Schedule 13; and</p> <p>(o) OSS/BSS Connection & Professional Service, in accordance with Schedule 14 (which is currently unavailable, but will be made available to the Requesting Licensee in due course).</p>	<p>Connection & Professional Service.</p>

Revisions to ICO submitted by OpenNet on 15 November 2011

(IDA approved the revisions on 30 November 2011)

No.	Clause	Reason
1.	Clause 14.1 Main Body Administrative changes to update Main body document for the ICO due to referencing error in clause 14.1. The current clause has a referencing error to clause 14.10 (non existence clause in its ICO) instead of clause 14.9	Administrative changes

Revisions to ICO submitted by OpenNet on 2 February 2012

(IDA approved the revisions on 26 January 2012. The revisions took effect from 25 February 2012.)

No.	Clause	Reason
1.	<p>Clause 4.1, Schedule 1 (Residential End-User Connection) <u>Within a reasonable timeframe after the First Termination Point has been installed at a Residential Premise, OpenNet shall indicate the same as a “covered” site in its Mandated Service Information (“MSI”) whereupon any Requesting Licensee may submit to OpenNet its Request for Residential End-User Connection (“Request”).</u></p>	<p>To provide a remedy framework in the ICO for the scenario where OpenNet has not made available a First Termination Point installed in a Residential Premise for service order within a reasonable timeframe.</p>
2.	<p>Clause 5.8, Schedule 1 (Residential End-User Connection) <u>In the event that a Residential Premise has a First Termination Point installed but has not been indicated as a “covered” site in OpenNet’s MSI within such timeframe, as approved by IDA, indicated on OpenNet Platform, (due to an error in the MSI which is caused solely by OpenNet, its contractors or suppliers), and a Requesting Licensee is unable to submit its Request, OpenNet shall accept the Request and provision the Residential End-User Connection Service on the same terms and conditions as if the Residential Premise has been included as a “covered” site. In addition, OpenNet shall credit the Requesting Licensee with a one (1) month rebate of the Monthly Recurring Charge.</u></p>	<p>As above.</p>