

## **SCHEDULE 9**

**Building MDF Room to Non-Residential Premise Connection**

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### BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION

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## SCHEDULE 9

### BUILDING MDF ROOM TO NON-RESIDENTIAL PREMISE CONNECTION

#### 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 1<sup>st</sup> 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 2<sup>nd</sup> fibre strand in the First Termination Point, and such Building MDF Room to Non-Residential Premise Connection via the 2<sup>nd</sup> fibre strand shall be provided upon the same terms and conditions as the 1<sup>st</sup> 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.
- 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 needs to obtain or maintain any licence or permission necessary to the provision or restoration of the Building MDF Room to Non-Residential Premise Connection. 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;
- (e) delay in the provision or restoration of the Building MDF Room to Non-Residential Premise Connection caused by events beyond OpenNet's reasonable control;
- (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
- (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.

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 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.

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 Initially, information relating to the Mandated Services will be available on OpenNet's website, for access by the Requesting Licensee through secured means. The secured access to OpenNet's website will require the payment of a Per User Account Charge (specified in clause 14 of Schedule 15 (Charges)) for each user account created. Initially, information relating to network outages will be sent to the Requesting Licensee via email. The information relating to the Mandated Services and the information relating to network outages shall be made available on the OpenNet Platform in due course. For the avoidance of doubt, such Per User Account Charge shall not be re-imposed when the information relating to Mandated Services is made available on the OpenNet Platform.

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

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

5.2 For each week, OpenNet shall process a combined total of no more than 2050 Requests for Basic Mandated Services and Layer 1 Redundancy Services (**Maximum Quota**) from all Requesting Licensees, and a weekly roll-over mechanism shall apply for additional Requests beyond the Maximum Quota. For avoidance of doubt, OpenNet will process additional Requests beyond the Maximum Quota in the next available week on a 'first come, first served' basis.

5.3 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;

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;
- (c) OpenNet has not rolled out its Network to the Non-Residential Premise;  
or
- (d) 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.

## **6. DELIVERY**

6.1 Subject to clauses 5.2, 5.3, 5.4 and 6.2, 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.

6.2 Where there is insufficient capacity to provide the Building MDF Room to Non-Residential Premise Connection and additional capacity is required to be installed between the Building MDF Room and the First Termination Point of the Non-Residential Premise, OpenNet shall provide the Building MDF Room to Non-

Residential Premise Connection within ten (10) Business Days from the receipt of a valid Request from the Requesting Licensee. 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.

6.3 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) ("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 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.

6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.

- 6.10 OpenNet shall ensure that the optical power loss does not exceed -0.4dB per km and -0.5dB per connector.
- 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 6.12, 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:

$$\text{Weekly Recurring Charge} = \text{Monthly recurring charge} \times 7 / 30$$

- 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;
  - (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 6.12 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 terminate 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.

- 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 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 written notice in advance of such interruptions, repairs or upgrades, 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.
- 9.6 If the scheduled service interruption affects Building MDF Room to Non-Residential Premise Connections, OpenNet will carry out the scheduled service interruption between 1am and 6am, unless it is not feasible for OpenNet to do so.
- 9.7 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 scheduled service interruption.
- 9.8 Where there are available resources, OpenNet will, where possible, first divert critical links to alternative routings before commencing the scheduled service interruption.
- 9.9 Subject to clause 9.6, 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.

- 9.10 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.
- 9.11 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.
- 9.12 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.

## **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.
- 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 update the

Requesting Licensee as and when there is a change in status of the fault investigation/rectification work.

- 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). OpenNet will charge the Requesting Licensee a Patching Charge 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 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. 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.
- 11.7 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.
- 11.8 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).
- 11.9 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.

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

**Mean Time To Recovery**

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

11.12 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

11.13 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.
- 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 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 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.

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:

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

16.5 Upon termination of the licence of 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 16.6(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, 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

Requesting Licensee	Date of Application: _____	Application Reference Number: \
	Requested Date of Activation: _____	_____
	Preferred Installation Session*: AM/PM (if applicable)	
	Non-Residential End-User Name: _____	Non-Residential End-User Telephone Number: _____
	Non-Residential End-User Address: _____	
In-building wiring to First Termination Point: self provide / request OpenNet to install		
Any other info: _____ <input type="checkbox"/> Redundancy Service is required <input type="checkbox"/> Request for Building MDF Room to Non-Residential Premise Connection to be rejected if Redundancy Service is not available		

For and on Behalf of Requesting Licensee

Requesting Licensee	Sign: _____	Company Stamp: _____
	Name: _____	Company Name: _____
	Designation: _____	
	Contact Number, Fax and email address _____	

Part 1: Date: \_\_\_\_\_

OpenNet	<input type="checkbox"/> Application accepted: Circuit Identification Number: _____ Tentative Provision Date : _____ _____ Able to provide in-building wiring to First Termination Point (Y/N)	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	Queue Status: _____

Part 2: Date: \_\_\_\_\_

OpenNet	<input type="checkbox"/> Circuit Provision: Revised Provision Date (where applicable): _____ Reason: _____ _____ Any other reason: _____	
	<input type="checkbox"/> Application rejected Reason for rejection: _____	
	OpenNet Name / Signature: _____	