SCHEDULE 13

PATCHING SERVICE

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CONTENTS

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PATCHING SERVICE

1.   **SCOPE**

1.1   This Schedule sets out the terms and conditions under which OpenNet will provide the Requesting Licensee with the Patching Service and on which the Requesting Licensee may access or use the Patching Service.

1.2   The Patching Service is a service provided by OpenNet to the Requesting Licensee for implementing a connection at OpenNet's Fibre Distribution Frame located at the following Connectivity Points:

(i)   Central Office;

(ii)   Building MDF Room;

(iii)   FTTB Node; or

(iv)   NBAP DP

(collectively called the "Patching Locations").

1.3   OpenNet shall provide the Patching Service at OpenNet's Fibre Distribution Frame to the Requesting Licensee solely for the purposes of enabling the Requesting Licensee to:

(a)   access a Layer 1 Service at access points including but not limited to CO and/or Building MDF Room; and/or

(b)   establish a connection between the Co-located Equipment of two Requesting Licensees located in the same CO.

1.4   For the avoidance of doubt, the provision of space at Patching Locations and the physical access thereto must be acquired separately by the Requesting Licensee.

1.5   The timeframes in this Schedule relating to provisioning and deactivation by OpenNet are subject to variation due to delays caused by events outside OpenNet's reasonable control, in which case such failure to meet the requested activation or deactivation date shall not constitute a breach of this Schedule or this

ICO Agreement, provided that OpenNet notifies the Requesting Licensee as soon as practicable upon the occurrence of such event, stating the cause of the delay and specifying a new date for the completion of the relevant Patching Service work equal to the period of such delays.

1.6   OpenNet will not provide Service Level Guarantees in respect of the Patching Service.

2.   PATCHING SERVICE ACTIVATION REQUEST

2.1   The Requesting Licensee may submit an order containing any number of Patching Service Activation Requests (**PSARs**) to OpenNet. The Requesting Licensee shall be liable and shall pay OpenNet an Ordering Charge for each order submitted regardless of whether the PSAR(s) is/are successful (unless the PSAR was wrongfully rejected by OpenNet), and for each PSAR successfully provisioned, a Patching Charge depending on the requested Patching Location in accordance with Schedule 15 (Charges).

2.2   OpenNet shall process and respond to all PSARs under this Schedule 13 on a 'first come, first served' basis in the timeframe specified in this Schedule 13. OpenNet shall process a maximum of eighty (80) PSARs and PSDRs per week (**Patching Service Request Quota**) from all Requesting Licensees under this Schedule, and a weekly roll-over mechanism shall apply for additional Requests beyond the Patching Service Request Quota. For the avoidance of doubt, OpenNet shall process additional Requests beyond the Patching Service Request Quota in the next available week on 'first come, first served' basis.

2.3   Within one (1) Business Day of the date on which OpenNet receives the PSAR Form (Request Date) and subject to clause 2.2, 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 the PSAR is accepted, or if rejected, for any one of the following reasons:

(a)   the PSAR Form is not in the prescribed form specified in this Schedule 13;

(b)   where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the PSAR Form is not

accompanied by the other Requesting Licensee's letter of authorisation specified in clause 2.8;

(c)   the PSAR Form does not contain all the required information or the information provided is inaccurate or misleading;

(d)   the service activation date requested is less than three (3) Business Days from the date of the PSAR; or

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

2.4   Within three (3) Business Days of the date on which OpenNet receives the PSAR Form (Request Date) and subject to clause 2.2, 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 the PSAR is accepted, or if rejected, for any one of the following reasons:

(a)   the PSAR is in respect of a connection outside the Patching Locations;

(b)   OpenNet does not have a Fibre Distribution Frame at the requested Patching Location;

(c)   where applicable, prior to the service activation date, the Requesting Licensee has not provided confirmation to OpenNet that the relevant Co-Located Equipment under Schedule 12 is operational; or

(d)   the Requesting Licensee submits a request which seeks to connect where the relevant connection point has already been connected or another order for connection has already been approved but not provided yet.

2.5   Subject to clause 2.2, 2.3 and 2.4, OpenNet shall provide the Patching Service within a service activation period of three (3) Business Days from the date of receipt of a valid PSAR from the Requesting Licensee.

2.6   The Requesting Licensee shall submit its order in the form of a Patching Service Activation Request Form (**PSAR Form**) provided in Annex 13A, stating but not limited to the following information in respect of each PSAR:

(a)   the Patching Location at which Patching Service is requested; and

(b)   the connector ports on OpenNet's Fibre Distribution Frame(s) to be patched.

2.7   The Requesting Licensee must provide the PSAR Form to OpenNet no less than three (3) Business Days prior to the requested service activation date of the Patching Service.

2.8   Where a PSAR is for the purpose of establishing a connection between the Co-located Equipment of two Requesting Licensees located in the same Central Office:

(a)   the Requesting Licensee must submit, with the PSAR, a letter of authorisation issued by the other Requesting Licensee authorising OpenNet to connect at the Fibre Distribution Frame to access the other Requesting Licensee's Co-located Equipment; and

(b)   OpenNet will not be obliged to connect unless the Requesting Licensee provides to OpenNet a copy of the letter of authorisation.

2.9   Where the PSAR is not rejected pursuant to clause 2.3 and 2.4, OpenNet will install the Patch Cable on the requested service activation date.

2.10   The Patching Service commences on the date of installation of the Patch Cable and continues until the earlier of the following events:

(a)   the expiry or termination of the Co-location Licence in respect of the Co-location Equipment at the relevant Central Office to which the Patch Cable is connected;

(b)   the expiry or termination of any licence in respect of other space, such as in the building MDF Room or at the FTTB Node, acquired by the Requesting Licensee or OpenNet that is needed to establish and maintain connectivity through the Patch Cable between the Requesting Licensee's Fibre Distribution Frame and OpenNet Fibre Distribution Frame;

(c)   termination of the Layer 1 Service for which Patching Service is provided; or

(d)   the Patching Service is terminated in accordance with this Schedule.

2.11   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.

3.   DEACTIVATION

3.1   If the Requesting Licensee wishes to deactivate a connection, it must submit its deactivation request in the form of a Patching Service Deactivation Request Form (**PSDR Form**) provided in Annex 13B. The PSDR Form must be provided to OpenNet no less than three (3) Business Days prior to the intended deactivation date.

3.2   The Requesting Licensee may submit an PSDR Form containing any number of Patching Service Deactivation Requests (**PSDR**s) 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.

3.3   OpenNet shall process the PSDR Form on a non-discriminatory basis.

3.4   OpenNet shall process and respond to all PSDR requests on a 'first come, first served' basis in the timeframe specified in this Schedule.

3.5   OpenNet shall process the PSDR Form and advise the Requesting Licensee its acceptance or otherwise of the PSDR within the one (1) Business Day of the receipt of the PSDR Form or any other period as may be agreed between the parties .

3.6   OpenNet will deactivate the Patching Service on three (3) Business Days notice from the Requesting Licensee.

3.7   OpenNet may reject the PSDR Form if:

(i)   the PSDR Form is not in the prescribed form specified in this Schedule;

(ii)   the PSDR Form does not contain all the required information or the information provided is inaccurate or misleading; or

(iii)   the requested date for deactivation is less than three (3) Business Days from the date of the PSDR.

3.8   Unless the PSDR is rejected pursuant to clause 3.7, OpenNet will deactivate the Patching Service on the requested date of deactivation.

4.   STANDARD TERMS AND CONDITIONS

4.1   The Requesting Licensee will:

(a)   promptly comply with all reasonable written notices or instructions given by OpenNet in respect of the installation, use or operation of the Patching Service; and

(b)   not use, attempt to use, nor permit any other person to use, the Patching Service in breach of any laws or regulations whatsoever, and will comply with all relevant directions and orders issued by the Authority from time to time.

4.2   Where a PSAR is for the purpose of establishing a connection between the OpenNet's Fibre Distribution Frame and the Requesting Licensee's Fibre Distribution Frame in the Building MDF Room, FTTB Node or NBAP DP, the Requesting Licensee shall be responsible, at its own cost, for all installation and fibre terminations at its own Fibre Distribution Frame and for providing the associated cable trays, trunking or ducting between the Requesting Licensee's Fibre Distribution Frame and the OpenNet's Fibre Distribution Frame in order to facilitate the physical termination of the link to OpenNet's Fibre Distribution Frame.

4.3   OpenNet will:

(a)   Provide and install the Patch Cable of not exceeding ten (10) metres in length, in connection with the PSAR and shall perform the physical connection of Patch Cable at OpenNet's Fibre Distribution Frame as requested by the Requesting Licensee;

(b)   remain at all times the owner of all Patch Cables deployed at all the COs;

(c)   where applicable, provide and install the associated Transmission Tie Cables between the Requesting Licensee's Fibre Distribution Frame at the Co-location Space and OpenNet's Fibre Distribution Frame in accordance with Schedule 12; and

(d)   be responsible for the ongoing completion and documentation of all connections made on the OpenNet Network.

4.4   OpenNet shall connect the Patch Cable using standard SC/APC (Angled Polished) connectors, in compliance with Bellcore Specifications TR-TSY-000326 or equivalent standards.

5.   ACCESS AND APPROVALS REQUIRED

5.1   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 Patching Service.

5.2   Where the Patching Service is sought in relation to connecting to the Co-located Equipment of another Requesting Licensee, the Requesting Licensee shall

maintain the necessary authorisation from the other Requesting Licensee for the duration of the connection.

6. SUSPENSION

6.1 OpenNet may suspend the Patching Service at any time until further notice to the Requesting Licensee if the Patching Service or licence in respect of the Patching Service 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 OpenNet's Network.

6.2 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 Patching Service under this clause 6.

7. TERMINATION

7.1 OpenNet may immediately terminate the Patching Service or any connection provided if:

(a) in OpenNet's reasonable opinion, the Requesting Licensee is using the Patching Service 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;

(b) in OpenNet's reasonable opinion, the Requesting Licensee is using the Patching Service in a manner which places or allow 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; or

(c) the Patching Service is used by the Requesting Licensee for a purpose other than the purposes specified in clause 1.3.

7.2   Either Party (**Terminating Party**) may terminate the Patching Service:

(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 Patching Service licence has been suspended pursuant to clause 6.1, 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).

7.3   Upon expiry or termination of the Patching Service:

(a)   the Requesting Licensee must immediately discontinue the use of the Patching Service; and

(b)   OpenNet shall disconnect the relevant connectors terminated at OpenNet's Fibre Distribution Frame in relation to the Patching Service.

ANNEX 13A: PATCHING SERVICE ACTIVATION REQUEST (PSAR) FORM

Patching Service Activation Request (PSAR)

<table>
<tr>
<td rowspan="11" style="writing-mode: vertical">Requesting Licensee</td>
<td colspan="2">Date of Application: _____

Requested Date of Activation: _____</td>
<td colspan="2">Application   Reference   Number:\
_____</td>
</tr>
<tr>
<td>Location</td>
<td>Address (if not a CO location)</td>
<td colspan="2">Patching Service to be activated</td>
</tr>
<tr>
<td></td>
<td></td>
<td colspan="2">From _____ To _____</td>
</tr>
<tr>
<td></td>
<td></td>
<td colspan="2">From _____ To _____</td>
</tr>
<tr>
<td></td>
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<td colspan="2">From _____ To _____</td>
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<tr>
<td></td>
<td></td>
<td colspan="2">From _____ To _____</td>
</tr>
<tr>
<td></td>
<td></td>
<td colspan="2">From _____ To _____</td>
</tr>
</table>

(Attach separate sheet, using the same format as above, as required)

For connection between the Co-located Equipment of two Requesting Licensees located in the same

Central Office, please attach a letter of authorisation from the other Requesting Licensee

For and on Behalf of Requesting Licensee

<table>
<tr>
<td rowspan="5" 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>

OpenNet's Response: Date: _____

<table>
<tr>
<td rowspan="3" style="writing-mode: vertical">OpenNet</td>
<td colspan="2">☐   Application accepted
Activation Date : _____
☐   Application rejected
Reason for rejection: _____</td>
</tr>
<tr>
<td>OpenNet Name / Signature:

_____</td>
<td>Queue Status:

_____</td>
</tr>
</table>

ANNEX 13B: PATCHING SERVICE DEACTIVATION REQUEST (PSDR) FORM

Patching Service Deactivation Request (PSDR)

<table>
<tr>
<td rowspan="11">Requesting Licensee</td>
<td colspan="3">Date of Application: _____</td>
<td colspan="2">Application   Reference   Number:\ _____</td>
</tr>
<tr>
<td colspan="3">Requested Date of Deactivation: _____</td>
<td colspan="2"></td>
</tr>
<tr>
<td>Location</td>
<td colspan="2">Address (if not a CO location)</td>
<td colspan="2">Patching Service to be deactivated</td>
</tr>
<tr>
<td></td>
<td colspan="2"></td>
<td colspan="2">From _____ To _____</td>
</tr>
<tr>
<td></td>
<td colspan="2"></td>
<td colspan="2">From _____ To _____</td>
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</tr>
<tr>
<td></td>
<td colspan="2"></td>
<td colspan="2">From _____ To _____</td>
</tr>
</table>

(Attach separate sheet, using the same format as above, as required)

For and on Behalf of Requesting Licensee

<table>
<tr>
<td rowspan="5">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 rowspan="2"></td>
</tr>
<tr>
<td>Contact Number, Fax and email address
_____</td>
</tr>
</table>

OpenNet's Response: Date: _____

<table>
<tr>
<td rowspan="4">OpenNet</td>
<td colspan="2">☐   Application accepted
Deactivation Date : _____</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>