

# Reference Access Offer

Maxis Broadband Sdn Bhd  
Registration No. 199201002549(234053-D)

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## Background, Structure and Scope

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### 1. Background

This Maxis Reference Access Offer “**Maxis RAO**” is prepared pursuant to the Commission Determination on Access List (Determination No.6 of 2021) (“**Access List Determination**”), the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022) (“**MSA Determination**”) and the Commission Determination on the Mandatory Standard on Access Pricing (Determination No.1 of 2023) (“**MSAP Determination**”).

### 2. General Scope and Structure of the Maxis RAO

#### 2.1 Access is subject to agreement

This Maxis RAO governs the terms and conditions on which Maxis as an Access Provider will provide the Facilities and/or Services to the Access Seeker. It shall only apply in respect of the wholesale relationship between Maxis and the Access Seekers in relation to access to the Facilities and/or Services included in the Access List Determination. More specifically:-

- (a) the Definitions and Rule of Interpretation are applicable to all documents consisting part of this Maxis RAO unless otherwise stated;
- (b) the General Terms and Conditions govern the supply of the Facilities and/or Services unless otherwise stated;
- (c) the Terms and Conditions for Technical Matters govern the technical matters pertaining to the Facilities and/or Services unless otherwise stated; and
- (d) the Terms and Conditions for Facilities and/or Services govern the supply of Facilities and/or Services unless otherwise stated.

#### 2.2 Changes to Maxis RAO

2.2.1 This Maxis RAO may change from time to time.

2.2.2 Maxis shall, within no less than thirty (30) Business Days of making any amendments to its RAO, provide a copy of the amendments or an amended copy of the Maxis RAO to:-

- (a) the Access Seeker who is being provided with access to Facilities and/or Services; and

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- (b) the Access Seeker who has requested Maxis RAO within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.
  - 2.2.3 For the purposes of clarification, the terms and conditions of this Maxis RAO are only applicable to the Facilities and/or Services specified in the Maxis RAO. If the Access Seeker requests for facilities and/or services outside the Maxis RAO, the terms and conditions for the provisions of such facilities and/or services shall remain outside the scope of this Maxis RAO.
  - 2.2.4 Nothing in this **Subsection 2.2** prevents an Access Seeker from initiating a dispute in relation to an amendment made to this Maxis RAO.
  - 2.2.5 Where the terms and conditions of an Access Agreement are not identical to Maxis RAO, an amendment to the Maxis RAO will not alter the terms of that Access Agreement except as agreed between the Access Provider and Access Seeker; and
  - 2.2.6 Without prejudice to an Access Seeker's right to dispute a change to Maxis RAO, where the terms and conditions of an Access Agreement are identical to those in Maxis RAO, an amendment to Maxis RAO will be deemed to alter the relevant terms and conditions of that Access Agreement, upon expiry of the thirty (30) Business Days period referred in the above **Condition 2.2.2**. However, if the Access Seeker disputes the change to the Maxis RAO within thirty (30) Business Days period, no amendments to the Access Agreement will be deemed occur unless and until such dispute is resolved in favour of Maxis.
  - 2.2.7 Upon expiry of the thirty (30) Business Days (or such longer period as Maxis determines is necessary to finalise the amendments to its RAO, Maxis will:
    - (a) make available the amended RAO on Maxis' website without delay; and
    - (b) provide the updated RAO to the Commission before being made available under 2.2.7(a) above.
- 2.3 Notice of Withdrawal, Replacement and Variation of this Maxis RAO
- 2.3.1 If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, Maxis may, by giving written notice to all Access Seekers to whom it is supplying the Facilities and/or Services, withdraw or replace this Maxis RAO with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

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- 2.3.2 Maxis shall comply with **Conditions 7.4.2 and 7.4.3** of the MSA Determination where it is given written notice pursuant to **Condition 2.3.1** above.
- 2.3.3 In addition to **Condition 2.3.2** above, Maxis may give the Access Seekers to whom it is supplying the Facilities and/or Services under this Maxis RAO a notice of variation or replacement of this Maxis RAO to effect such variations that are necessary or appropriate in the event of:-
- (a) the occurrence of a Legislative Event that materially affects the rights or obligations of Maxis under Maxis RAO;
  - (b) the occurrence of a Regulatory Event that relates to Maxis; or
  - (c) a review by the Commission of the MSA Determination pursuant to **Subsection 7.5** of MSA Determination.

### 2.4 Availability

This Maxis RAO shall be made available to an Access Seeker:

- (a) on written request to persons specified in **Section 13, General Terms and Conditions** of this Maxis RAO;
- (b) on a publicly accessible website at [www.maxis.com.my](http://www.maxis.com.my);
- (c) be accurate;
- (d) be modular, so that details about the terms and conditions, including the rates, for each of the Facilities and/or Services are available individually and separately under this Maxis RAO;
- (e) be consistent with:
  - (i) the Act;
  - (ii) MSA and any applicable mandatory standard, including mandatory standard on QoS; and
  - (iii) any applicable decision or determination of the Commission;

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- (f) specify its date and version number, both on the cover and on each page of the document and on the Access Providers publicly accessible website
- (g) be provided to the Commission before being made available under paragraph 2.4(b) above.

### 3. Conditions Precedent

- (a) This Maxis RAO shall be effective once the relevant portion required to be registered is duly registered with the Commission under Section 150 of the Act in its entirety.
- (b) The Access Provider shall not be obliged to provide the Facilities and/or Services unless the Access Seeker has provided the Security Sum in accordance with **Subsection 3.3 and Subsection 5.3** of the **General Terms and Conditions**.

### 4. Conversion of Regulated Services to Non-Regulated Services and vice versa

- (a) In the event that a Regulated Facility and/or Service is removed from the Access List pursuant to a Determination by the Commission in accordance with Section 146 of the Act, thereby becoming a Non-Regulated Facility and/or Service, that Facility and/or Service shall be deemed to be:-
  - (i) removed from the Terms and Conditions for Regulated Facilities and Services; and
  - (ii) incorporated into the Terms and Conditions for Non-Regulated Facilities and Services,on the date the Regulated Facility and Service is removed from the Access List as specified in the Commission's Determination.
- (b) In the event that a Non-Regulated Facility and/or Service is included into the Access List pursuant to a Determination by the Commission in accordance with section 146 of the Act, thereby becoming a Regulated Facility and/or Service, that Facility and/or Service shall be deemed to be:-
  - (i) removed from the Terms and Conditions for Non-Regulated Facilities and Services; and
  - (ii) incorporated into the Terms and Conditions for Regulated Facilities and Services,

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on the date the Non-Regulated Facility and Service is added to the Access List as specified in the Commission's Determination.

- (c) Notwithstanding **Condition 4(a) and (b)** above, either Operator may exercise its rights in accordance with **Subsection 11.4 of the General Terms and Conditions**.
5. The following documents shall be deemed to form and be read and construed as an integral part of this Maxis RAO:-
- (a) this Background, Structure and Scope;
  - (b) Terms and Conditions for Facilities and/or Services;
  - (c) the General Terms and Conditions and the Terms and Conditions for Technical Matters including all annexures, appendices and schedules referred to therein; and
  - (d) the Definitions and Rules of Interpretation.
6. In the event there is a conflict between or amongst the above stated documents in **Condition 5**, the documents shall take precedence according to the order in which they are listed. If there are any conflicts between a document incorporating any annexures, appendices or schedules ("**main document**") and its annexures, appendices or schedules, the main document shall take precedence.
7. Notwithstanding **Condition 6**, there shall be no order of precedence between the following:-
- (a) the General Terms and Conditions and the Terms and Conditions for Technical Matters;
  - (b) the terms and conditions of the different Facilities and/or Services within a particular category; and
  - (c) the annexures, appendices and schedules unless expressly specified.
8. Services Provided by Maxis
- The following Facilities and/or Services shall be provided by Maxis in accordance with the terms of this Maxis RAO:
- I Fixed Network Origination and Termination Service;
  - II Mobile Network Origination and Termination Service;



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- III Interconnect Link Service;
- IV Network Co-Location Service;
- V Infrastructure Sharing;
- VI Duct and Manhole Access;
- VII End-to-End Transmission Service;
- VIII MVNO Access;
- IX HSBB Network Services; and
- X Domestic Inter-Operator Roaming Service.

9. The definitions of all words used in this Maxis RAO are contained in the Definitions and Rules of Interpretation.

## Background, Structure and Scope

### Structure of Maxis RAO

This diagram is only a broad summary and illustration of the scope and structure of Maxis RAO. This diagram shall not limit or prejudice the interpretation or scope of the respective documents forming this Maxis RAO.

Structure of this Maxis RAO					
Background, Structure and Scope	Definitions	General Terms and Conditions	Terms and Conditions for Technical Matters	Terms and Conditions for Regulated Facilities and/or Services	
				Part A	Part B
Sets out the:  (a) generic scope of this Maxis RAO; and  (b) list of documents forming part of this Maxis RAO.	Sets out the definitions and rules of interpretation applicable to this Maxis RAO.	Applicable to the Facilities and/or Services.	Sets out the technical and operational matters applicable to the Facilities and/or Services.	Sets out the <b>service description</b> of the Facilities and/or Services	Sets out the <b>access charges and charging principles</b> applicable to the Facilities and/or Services

Background, Structure and Scope

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IN WITNESS WHEREOF the Operators have hereunto set their hands the day and year first above written.

SIGNED by )  
as authorised representative for )  
**MAXIS BROADBAND SDN BHD** )  
**Reg. No. 199201002549(234053-D)** )  
in the presence of ) .....  
 ) By executing this Access Agreement the  
 ) signatory warrants that the  
 ) signatory is duly authorised to  
..... ) execute this Agreement on behalf of  
Signature of witness ) **MAXIS BROADBAND SDN BHD**  
 ) **Reg. No. 199201002549(234053-D)**  
 )  
..... )  
Name of witness )  
 )  
 )  
..... )  
Occupation of witness )

SIGNED by )  
as authorised representative for )  
**[COMPANY NAME]** )  
 )  
**(Company No.)** ) .....  
 ) By executing this Access Agreement the  
 ) signatory warrants that the  
 ) signatory is duly authorised to  
..... ) execute this Agreement on behalf of  
Signature of witness ) **[COMPANY NAME]**  
 ) **(Company No)**  
 )  
..... )  
Name of witness )  
 )  
 )  
..... )  
Occupation of witness )

DEFINITIONS  
&  
RULES OF INTERPRETATION

## Definitions and Rules of Interpretation

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1.1 The following words have these meanings in this Agreement unless the contrary intention appears:-

**“Act”** means the Communications and Multimedia Act 1998 and includes all amendments thereto from time to time;

**“Access Agreement”** means an agreement:-

- (a) entered into between Maxis and the Access Seeker pursuant to Maxis RAO; or
- (b) which is commercially negotiated between the Operators,

Whereby Maxis provides the requested Facilities and/or Services to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act;

**“Access List”** or **“Access List Determination”** means the Commission Determination on Access List, Determination No. 6 of 2021 which contains the list of Facilities and Services determined by the Commission under Chapter 3 of Part VI of the Act;

**“Access Provider”** means:-

- (a) network facilities provider who owns or provides Facilities listed in the Access List; or
- (b) network service provider who provides Services listed in the Access List;
- (c) who is a licensee as defined in the Act;

For the purpose of clarification, in this Maxis RAO, the Access Provider is “Maxis”.

**“Access Request”** means a request for access to Facilities and/or Services by the Access Seeker to the Access Provider containing the information in **Condition 3.1.3** of the **General Terms and Conditions** and any additional information requested under **Condition 3.4.1(a)**;

**“Access Seeker”** means an Operator who:

- (a) is a network facilities provider, network services provider, application service provider or content application service provider who is a licensee as defined in the Act; and
- (b) makes a written request for access to Facilities and/or Services or is being provided with Facilities and/or Services by the Access Provider;

**“Access Service Provider”** means the Operator to whose Network, a line is directly connected and over which Services are supplied, and may also be a Gaining Service Provider or Releasing Service Provider;

**“Any-to-Any Connectivity”** means a connection which is achieved when an End User is able to communicate with another End User, whether or not the End Users are connected to the same network;

“API” means an application programming interface:

“Associated Tower Sites” means land owned, leased or tenanted by an Operator, surrounding or on which the tower is situated, including the necessary right-of-way and permission to dig;

“A’ party” means, in the context of communications between End Users, the End User from whom the communication originates;

“B’ party” means, in the context of communications between End Users, the End User to whom the communication terminates;

“Bank Guarantee” means the guarantee, in the form set out in **Annexure 2** of the **General Terms and Conditions**, executed in favour of Maxis by a licensed bank pursuant to **Section 5** of the **General Terms and Conditions** on behalf of the Access Seeker;

“Billing Cycle” means the regular periodic basis on which the Access Provider shall issue Invoices for the supply of access to Facilities and/or Services during each Billing Period;

“Billing Dispute” means the dispute of an Invoice prepared by an Operator to the other Operator which is made in good faith;

“Billing Dispute Notice” means the written notification made by an Operator to the other Operator in relation to a Billing Dispute in accordance with **Conditions 12.6.1 and 12.6.3** of the **General Terms and Conditions**;

“Billing Dispute Notification Period” means the period specified in **Condition 12.6.1** of the **General Terms and Conditions**;

“Billing Period” means a thirty (30) day period over which the supply to Facilities and/or Services is measured for the purposes of billing unless otherwise agreed between the Operators under the **Terms and Conditions for Regulated Facilities and/or Services**;

“Billing Representative” means a representative of the Operator appointed in accordance with the billing procedures set out in **Condition 12.6.13** of the **General Terms and Conditions**;

“Billing System” means a system to issue Invoices relating to Charges payable by the Access Seeker under this Maxis RAO;

“Broadband Termination Unit” or “BTU” means an access device that is capable of supporting multiple terminating equipment with multiple types of interfaces including but not limited to FE (RJ45), RJ11 and wireless via a single last mile connectivity;

“**Business Day**” means a day other than the following days:

- (a) a Saturday and Sunday;
- (b) in states where Friday is observed as the weekly holiday, a Thursday and Friday; or
- (c) a day which is lawfully observed as a national public holiday throughout Malaysia;

“**B2B**” means Business to Business;

“**Call Communication**” means a Communication from or to, or involving (in whole or in part):-

- (a) a Fixed Number or a Mobile Number or IP address for use in the operation of an Operator’s Network including Message Communications and as allocated by the Commission in accordance with the respective Operator’s Licence and in accordance with the Act; and
- (b) a Mobile Number for use in the operation of a Mobile Virtual Network Operator connected to and utilising the Network of an Operator including Message Communications and as allocated by the Commission with the Mobile Virtual Network Operator’s licence and in accordance with the Act;

“**Called Party**” means the Fixed Number, Mobile Number or person to which or to whom a Call Communication is made;

“**Calling Party**” means a Customer who originates a Call Communication or, where applicable, the Customer who is billed or is obliged to pay for the Call Communication or, in the case of an International Inbound Call, the person originating the Call Communication;

“**Capacity Allocation Policy**” has the meaning given to it in **Section III, Terms and Conditions for Technical Matters** of this Maxis RAO

“**Change Notice**” has the meaning given to it in **Section VI, Terms and Conditions for Technical Matters** of this Maxis RAO;

“**Charges**” means the sums payable by the Access Seeker to the Access Provider for accessing and/or being provided with the Facilities and/or Services;

“**Churn**” means the processes which are required to be carried out by Operators in relation to the provision of Services and transfers of Customers, whenever a Customer requests for a transfer from the Operator who has been providing the said Customer with one or more Services (Releasing Service Provider) to another Operator (Gaining Service Provider);

“**Churn Service**” means the Service which the Customer requests a Gaining Service Provider to provide;

“**CLI**” or “**Calling Line Identification**” means the information generated from the Network capability which identifies and forwards through the Network, the Access Seeker’s or the Access Provider’s calling number, as the case may be;

“**Closed Number Area**” means a set of digit(s) beginning with the trunk prefix ‘0’ which forms the first part of a national number, and which indicates the defined geographical area within Malaysia where the Customer’s Fixed Number is located provided always that ‘09’ in the states of Pahang, Terengganu and Kelantan will be treated as one closed number area, ‘082’ to ‘086’ in the state of Sarawak will be treated as one closed number area and ‘087’ to ‘089’ in the state of Sabah will be treated as one closed number area;

“**Commission**” means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998;

“**Common Antenna System**” means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by an Operator, including one or more Mobile Network Operator (“MNO”), in association with in-building coverage;

“**Communication**” means any communication, whether between persons and persons, things and things, or persons or things in the form of sound, data, text, visual images, signals, or any other form or any combination of those forms and, where the context permits, includes a Communication Attempt;

“**Communication Attempt**” means the activity associated with setting up a Communication which may or may not be successful;

“**Communication Information**” means information in respect of Communications made during the Billing Period which may include:

- (a) calling number and, if it is different, the billing number;
- (b) the called number;
- (c) the day on which the Communication was made;
- (d) the time of commencement of the Communication;
- (e) the duration of the chargeable Communication (including Interconnect Chargeable Calls and chargeable Communication Attempt) time and, in the case of non-PSTN communications, all other applicable charging parameters;
- (f) the fee charged by the Access Provider for use of its Network to accommodate the Communication, separately identifying each of the charge elements specified in the Agreement;
- (g) the routing information relating to the POI at which Communications from the Operator’s Network entered or left the other Operator’s Network; and
- (h) whether the Communication was successfully completed,



or, if any such information is technically unavailable to an Operator pending implementation of appropriate information recording systems, such other relevant available information reasonably requested by the other Operator;

**“Communications Service”** means the network facilities, network services, application services and/or content application services provided by the Operator, as the case may be, pursuant to its Licence(s);

**“Communication Wire”** means a copper or aluminium based wire forming part of PSTN;

**“Confidential Information”** has the meaning as described in **Section 8, General Terms and Conditions** of this Maxis RAO;

**“Confidentiality Agreement”** means a confidential agreement executed between Operators, a copy of which is annexed in **Annexure 3 of the General Terms and Conditions**;

**“Contention Ratio”** means the notional bit rate expressed as a proportion of the per user bit rate:

**“Creditworthiness Information”** means the information required by the Access Provider to assess the creditworthiness of the Access Seeker which are more particularly described in **Subsection 3.2 of the General Terms and Conditions** and such other information as may be required from time to time;

**“Customer”** means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of Communications Service;

**“Customer Demand List”** means any list submitted by the Access Seeker from time to time requiring certain actions to be taken by the Access Provider to facilitate the placement of an Order by the Access Seeker;

**“Customer Access Module”** means a device that provides a connection (including ring tone and ring current) to Customer equipment. Examples include a customer line module of a local switch and remote terminals of a digital line carrier system, a digital subscriber line access multiplexer, a node in a fibre to the node network and an optical line terminating equipment in a fibre to the premises network;

**“Determination”** means any lawful determination made by the Commission and/or Minister, pursuant to the Act;

**“Digital Subscriber Line Resale Service”** has the meaning as described in **Section XI, Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO;

“**Direction**” means any lawful direction made by the Commission and/or Minister, pursuant to the Act;

“**Disclosing Party**” means the party disclosing the Confidential Information;

“**Dispute Resolution Procedures**” means the processes and procedures outlined under Section 12 of the **General Terms and Conditions**.

“**Domestic Inter-Operator Roaming Service**” has the meaning as described in **Section XVI, Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO;

“**DTS**” means the digital trunk switch installed in the respective Operator’s Fixed PSTN Network;

“**Due Date**” means, in respect of an Invoice, one (1) month from the date of receipt of an Invoice;

“**Effective Call**” means a call in which the calling exchange line is in connection with the called exchange line and Communication may proceed;

“**Effective Date**” the effective date of this Maxis RAO is either on the 1 May 2023 or the date on which the relevant portions of this Maxis RAO requiring registration is duly registered with the Commission under section 150 of the Act in its entirety, whichever is the later;

“**End User**” means a consumer and final recipient of the services, and includes an ultimate retail Customer of an Operator;

“**End-to-End Transmission Service**” has the meaning as described in **Section XIII, Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO;

“**Equipment**” means any equipment (whether hardware or software), or device which is part of or within the Network;

“**Equivalence of Inputs**” is a concept that describes an Access Provider providing to itself and to all Access Seekers the same Facilities and/or Services on the same terms and conditions including at the same prices and service levels, using the same systems and processes and to the same timescales. For clarification, references in this Maxis RAO to “itself” includes its own divisions, subsidiaries, partners or other entities in which it has direct or indirect equity, contractual or other interest;

“**Facilities**” means the applicable network facilities and/or other facilities as listed in the Access List and specified in this Maxis RAO which facilitate the provision of network services or applications services including content application services;

“**Facilities Access**” in relation to Services, means provision of access to Facilities and/or premises;

“**Far end Handover**” means:

- (a) in relation to calls terminating on the Fixed Network the delivery of calls to a Point of Interface within the same Closed Number Area where the call is to be terminated; and
- (b) in relation to calls terminating on the Mobile Network, the delivery of calls to a Point of Interface which is in the Home Area of the called number and which is nearest to the location of the called number as requested by the Access Seeker or as mutually agreed between the Operators;

“**Fixed Network**” means network facilities and/or network services comprising the PSTN and/or networks based on Internet Protocols for the provision of Call Communications by guided electromagnetic energy or by point-to-point unguided electromagnetic energy;

“**Fixed Network Origination Service**” means an Interconnection Service for the carriage of Call Communications to a Point of Interface from a Calling Party directly connected to the Access Provider’s Fixed Network;

“**Fixed Network Termination Service**” means an Interconnection Service for the carriage of Call Communication from a Point of Interface to a Called Party directly connected to the Access Provider’s Fixed Network;

“**Fixed Number**” means a PSTN, ISDN and/or Telephony Service over IP number directly connected to the exchanges of either Operator, as the case may be, but does not include the Mobile Numbers of the respective Operator;

“**Force Majeure**” means any cause which is not reasonably within the control of the Operator affected, but not limited to, an act of God, industrial disputes of any kind, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, explosion of meteor, governmental restraint and expropriation;

“**Forecasts**” means a forecast made by the Access Seeker pursuant to **Section II of the Terms and Conditions for Technical Matters** of this Maxis RAO;

“**Forecast Information**” has the meaning given to it in **Section II of the Terms and Conditions for Technical Matters** of this Maxis RAO;

“**Forecast Request**” means a request by the Access Provider for Forecast Information from the Access Seeker, as described in **Section II of the Terms and Conditions for Technical Matters** of this Maxis RAO;

**"Foreign Operator"** means a telecommunications operator who provides or operates Communication Services in a foreign country;

**"Freephone Number"** means numbers currently denoted by the number range commencing with '1800' but also including such other number ranges agreed to or directed by the Commission where the terminating party (the B party) is charged for the call;

**"Freephone Services"** means the services utilising Freephone Numbers;

**"Full-span Interconnection"** means the physical connection to establish a POI/POP between the Access Provider and Access Seeker's premises, where the link between the Access Provider and the Access Seeker's premises is provided and maintained by Access Provider and the Access Provider installs, operates and maintains its transmission equipment at the Access Seeker's premises.

**"Gaining Service Provider"** means an Operator to whom another Operator's Customer requests for a transfer to be made to;

**"Gateway"** is a designated DTS, MSC or media gateway or session border controller which:

- (a) provides operational interworking between the Operators' Network; and
- (b) provides an agreed interface between the signalling, switching, transmission and operations systems of each Operator; and
- (c) is defined by a unique name or code; and
- (d) supports one or more POIs;

**"Grade of Service"** means the probability of calls blocking due to insufficient circuits, trunk and equipment or a means of expressing congestion at switching stage;

**"HDF"** means Handover Distribution Frame;

**"High Priority Area"** means each of the following locations, facilities or areas:

- (a) Federal and State Government administration centres;
- (b) transportation hubs, including MRT stations, airports, train stations;
- (c) transportation lines or routes, including railways and highways;
- (d) high economic impact areas, including industrial parks and economic corridors;
- (e) identified Government projects under RMK-12;
- (f) Jalinan Digital Negara (JENDELA) projects;
- (g) areas identified by the Commission or Government as "high priority" for 5G deployment; and
- (h) any other location, facility or area where an Access Provider has been granted the exclusive right to install, supply access to, or maintain, any Facilities or Services.

**“HSBB Network” or “High-Speed Broadband Network”** means an IP-based network capable of providing services of at least 10Mbps. For the avoidance of doubt, “HSBB Network” or “High-Speed Broadband Network” which includes but not limited to:-

- (a) the High-Speed Broadband Network, Phase 1;
- (b) the High-Speed Broadband Network, Phase 2; and
- (c) the Sub Urban Broadband Network;

**“HSBB Network Service”** means each of the Layer-2 HSBB Network Service with QoS and the Layer-3 HSBB Network Service;

**“Home Area”** means the defined geographical area within Malaysia where the customer’s Mobile Number is registered according to the cellular mobile network operator’s respective numbering plan. For clarification purposes, such areas are the Central, Northern, Southern, Eastern, Sabah and Sarawak regions.

**“Infrastructure Sharing”** is a Facilities and/or Services which comprises the provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or provision of access to in-building Common Antenna Systems and physical access to central equipment room.

**“In-span Interconnection”** means the physical connection for a POI where the POI lies at some point along the physical cable linking the Operators’ Network;

**“Instrument”** means any lawful instrument which is issued by the Commission pursuant to the Act;

**“Insurance Information”** means the insurance information required by the Access Provider pursuant to **Subsections 3.3 and 9.2 of the General Terms and Conditions**;

**“Integrated Services Digital Network” or “ISDN”** means an integrated service Network that provides digital connection between user-Network interfaces in accordance with the relevant ITU recommendations;

**“Intellectual Property”** means all rights conferred under statute, common law and equity in and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them;

**“Interconnect Capacity”** means a Facilities and/or Services which is measured in 2Mbps or other agreed units between a Gateway and a POI which enables the physical connection between Networks of the Operators for the purpose of providing one or more Interconnection Services;

**“Interconnect Chargeable Calls”** means a completed call whereby the originating exchange receives the answer signal from the terminating exchange resulting from the Customer answering the call or a call that has been routed to the call center or a call terminated at RVA. The chargeable duration is the period from the receipt of answer signal to the receipt of the clear forward or forced release signal;

**“Interconnect Conditioning”** means the conditioning, equipping and installation of facilities at the Access Provider’s Gateway to enable the provision of one or more Interconnection Service(s);

**“Interconnect Link Service”** has the meaning ascribed in **Section III of Part A of the Terms and Conditions for Regulated Facilities and/or Services;**

**“Interconnect Support”** means the maintenance and operation of Interconnect Capacity, Network Capacity and the equipment and facilities in the Access Provider’s Network (including, its Gateways) to support the provision of one or more Interconnection Services;

**“Interconnect Traffic”** means Call Communication traffic between the directly connected Customers of the respective Operators’ Network;

**“Interconnection”** means interconnection of the network of an Access Provider and the network of an Access Seeker via a POI/POP and using agreed interfaces and signaling systems;

**“Interconnection Service”** means Facilities and/or Services including the physical connection between separate networks, to facilitate Any-to-Any Connectivity provided by an Access Provider to an Access Seeker which involves or facilitate the carriage of communications between an End User connected to the network of the Access Provider and a Point of Interconnection or where specified in the description of the relevant Facility or Service, an Access Seeker Point of Presence;

**“Interconnect Steering Group”** or **“ISG”** means the inter-operator relations group established by the Operators in accordance with Clause 5.19.3 of the MSA;

**“Inter-exchange Duct”** means each duct or series of ducts that connects (whether directly or indirectly) between two Access Provider locations, including exchange buildings;

**“Interface Change”** has the meaning given to it in **Section VI, Terms and Conditions for Technical Matters** of this Maxis RAO;

**“Interim Period”** means a period of up to six (6) months commencing from the Effective Date or such other period as may be agreed in writing between the Operators;

**“International Gateway”** is a designated DTS or switching centre which provides operational interworking between a Malaysian Operator’s Network and a Foreign Operator’s Network. Every international gateway is defined by a unique name or code;

**“International Inbound Call”** means a Call Communication routed from a foreign destination by a Foreign Operator via an International Gateway which is destined for a Malaysian Fixed Number or Mobile Number;

**“Invoice”** means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period;

**“IP” or “Internet Protocols”** means network-layer (Layer 2) protocol, as defined by the Internet Engineering Task Force that contains addressing information and some control information that enables packets to be routed;

**“IP Telephony Service”** means an IP network service that supports applications services such as voice calls or data delivered over managed private Internet Protocol network;

**“ITU-T”** means the Telecommunications Standardisation sector of the International Telecommunications Union (previously known as CCITT);

**“Jitter”** means the difference between the actual Latency of a packet and a reference Latency for a packet population of interest. The reference Latency of a population of packet is the minimum Latency for the packets within the population of interest. Jitter is a statistical sample, measured over a packet population of interest;

**“Latency”** means the one-way time interval between the moment the first bit of a IP packet crosses an entry point of a network and the moment the last bit of the same packet crosses an exit point of the network dimensioned in time;

**“Layer 2 HSBB Network Service with QoS”** has the meaning as described in paragraph 5(11) of the Access List Determination;

**“Layer 3 HSBB Network Service”** has the meaning as described in paragraph 5(14) of the Access List Determination;

**“Legislative Event”** means:-

- (a) the enactment, amendment, replacement or repeal of the Act;
- (b) the enactment, amendment, replacement or repeal of the rules promulgated pursuant to sections 104 and 105 of the Act in respect of mandatory standards;
- (c) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which Maxis is required or obliged to comply; or
- (d) the making of a determination, direction or finding by the Commission, the Minister or a court of law that all or any part of Maxis’ RAO contravenes any provision of any

law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event.

**“Lead-In Duct”** means a duct which extends from an End User or Access Provider location to the first manhole associated with such a duct;

**“Licence”** means an individual or class licence granted by the Minister pursuant to the Act for Communications Services;

**“Mainline Duct”** means each duct or series of ducts, which extend(s) from one or more Lead-In Duct(s) to the closest exchange building associated with the duct(s);

**“Manuals”** means the Technical and Implementation Manual, the Operations and Maintenance Manual and other manuals which the Operators establish pursuant to the Access Agreement.

**“MDF”** means Main Distribution Frame;

**“Message Communications”** means communications that provide only text with or without associated images, audio clips and video clips. Examples of Message Communications include Short Message Service and Multimedia Message Service that involves the carriage of text communications with or without associated images, audio clips and video clips but excludes the over the top (“OTT”) applications such as Whatsapp, telegram, WeChat and etc.

**“Minimum Value”** for the purposes of calculating the Security Sum, means:

- (a) the total estimated value of access for Facilities and/or Services with a minimum period of access, the minimum period of access to those Facilities and/or Services; and
- (b) for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services.

**“Minister”** means the Minister of Communication and Multimedia or, if different, the Minister responsible for administering the Act;

**“MMS Termination Access Service”** shall have the meaning ascribed in **Subsection 7.2 of Section II of the Terms and Conditions for Services**;

**“MMS Communication”** means the MMS that allows a variety of message elements to be sent to Customers of the Access Provider which may be in the form of a text, animation, photograph, sound or audio / video streaming. The Access Seeker’s Customers may



compose their own messages or receive content messages from content providers and forward these messages to Customers of the Access Provider;

“**MMS**” means the multimedia messaging service provided by an Operator in accordance with the Operator’s Licence conditions;

“**Mobile Network**” means the network facilities and/or network services comprising the public cellular network for the provision of Call Communications;

“**Mobile Network Origination Service**” means an Interconnection Service for the carriage of Call Communications to a Point of Interface from a Calling Party directly connected to the Access Provider’s Mobile Network and which is more particularly described in **Section II of Part A of the Terms and Conditions for Regulated Facilities and/or Services**;

“**Mobile Network Termination Service**” means an Interconnection Service for the carriage of Call Communication from a Point of Interface to a Called Party directly connected to the Access Provider’s Mobile Network and which is more particularly described in **Section II of Part A of the Terms and Conditions for Regulated Facilities and/or Services**;

“**Mobile Number**” means:-

- (a) the cellular mobile number; and
- (b) cellular mobile number allocated to a Mobile Virtual Network Operator connected to and utilizing the Network of an Operator

that is able to use an Operator’s Mobile Network and does not include the Fixed Number of the Operators;

“**MSC**” means a mobile switching centre and includes mobile telephone exchanges or similar switches/exchanges, depending on and in accordance with the technology standard or standards of the Mobile Network operated by the Operator;

“**MVNO**” or “**Mobile Virtual Network Operator**” means an Operator that is not a holder of any mobile cellular systems or International Mobile Telecommunications (IMT) systems spectrum assignment or an apparatus assignment under Chapter 1 of Part VII of the Act, but is capable of providing cellular services to End Users;

“**MVNO Access**” has the meaning as described in **Section XIV, Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO;

“**MyIX**” means the Malaysia Internet Exchange;

“**NATESCA**” means “National Telephone System Charging Arrangement”;

“**Near end Handover**” means:

- (a) in relation to calls terminating on or originating from (in the case of Special Services) the Fixed Network, the delivery of calls to a Point of Interface within a Closed Number Area where the call originated; and
- (b) in relation to calls terminating on or originating from (in the case of Special Services) the Mobile Network, the delivery of calls to a Point of Interface nearest to the location of the calling number as requested by the Access Seeker or as mutually agreed between the Operators;

**“Network”** means network facilities and/or network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying Communications by means of guided or unguided electromagnetic energy or both;

**“Network Boundary”** has the meaning given to that term in Section 128 of the Act;

**“Network Capacity”** means equipment and facilities required to be installed in the Access Provider’s Network for use in the provision of one or more Facilities and/or Services but does not include Interconnect Capacity;

**“Network Co-location Service”** means a Facilities and/or Services which comprises:

- (a) Physical co-location;
- (b) Virtual co-location; or
- (c) In-span Interconnection

and which is necessary for the provision of Facilities and/or Services.

**“Network Conditioning”** means the conditioning, equipping and installation of facilities at the Access Provider’s Network to enable the provision of one or more Interconnection Services;

**“Notice of Acceptance”** means the Access Provider’s notice of acceptance of an Order provided to the Access Seeker pursuant to **Section III, Terms and Condition for Technical Matters** of this Maxis RAO;

**“Notice of Receipt”** means the acknowledgement of receipt of the Order from an Access Seeker, as described in **Section III, Terms and Condition for Technical Matters** of this Maxis RAO;

**“Number Plan”** means the number plan adopted by the Commission, or the number plan, subsequently, developed, issued and amended by the Commission pursuant to Chapter 2 of Part VII of the Act for the administration, management and assignment of numbers (as defined in Section 6 of the Act), including, but not limited to PSTN numbers and short codes;

**“O&T Service”** means an originating or terminating service in the Access List Determination which includes:

- (a) Fixed Network Origination Service;

- (b) Fixed Network Termination Service;
- (c) Mobile Network Origination Service; and
- (d) Mobile Network Termination Service;

**"Operational Support System" or "OSS"** means the interactive operational support system provided, or to be provided, by the Access Provider to the Access Seeker to perform the functions required in respect of access to Facilities and/or Services including but not limited to the service fulfillment and service assurances operational support systems;

**"Operations and Maintenance Manual"** means the manual associated with the **Terms and Conditions for Technical Matters** as the case may be and which is part of the Access Agreement, in relation to the following:-

- (i) network information;
- (ii) commissioning, de-commissioning and re-arrangement practices;
- (iii) maintenance practices;
- (iv) fault handling procedures;
- (v) complaint handling;
- (vi) network monitoring;
- (vii) network management;
- (viii) access to POI sites;
- (ix) contact lists;
- (j) quality of service standards; and
- (k) such other matters as are agreed between the Operators from time to time.

**"Operator"** means Maxis or the Access Seeker and **"Operators"** means Maxis and the Access Seeker collectively;

**"Order"** means an order placed by the Access Seeker pursuant to **Section III** of the **Terms and Conditions for Technical Matters**;

**"OSS Change"** has the meaning given to it in **Section VI**, **Terms and Conditions for Technical Matters** of this Maxis RAO;

**"Other Operator"** means either

- (a) Maxis; or
- (b) the Access Seeker.

As the context requires;

**"Other Network Change"** has the meaning given to it in **Section VI**, **Terms and Conditions for Technical Matters** of this Maxis RAO;

“**Packet Loss**” means the ratio of total lost IP packets to total transmitted packets in a population of interest. Total lost packet includes any delivered with errors or Latency greater than 3 seconds;

“**Personal Data**” means information as defined under the Personal Data Protection Act 2010.

“**Point of Interface**” means a point at or between network facilities which demarcates the Network of the Access Provider and the Network of an Access Seeker and is the point at which a communication is transferred between those network facilities and includes POI and POP;

“**Point of Interconnection**” or “**POI**” means any technically feasible point which demarcates the Network of an Access Provider and the Network of an Access Seeker (collectively referred to as the “**Interconnecting Networks**”) and is the point at which communication is transferred between the Interconnecting Networks. An example of POI is MyIX;

“**Point of Presence**” or “**POP**” means a point at which an Access Seeker has established itself for the purposes of obtaining access to Facilities and/or Services;

“**Provisional Invoice**” means an Invoice issued under **Section 5, General Terms and Conditions** of this Maxis RAO;

“**Public Switched Telephone Network**” or “**PSTN**” means a telephone network accessible by the public providing circuit switching and transmission facilities utilising analogue and/or digital technologies;

“**QOS**” means quality of service;

“**QoS Class**” or “**Quality of Service Class**” means a set of quality of service parameters as defined above as Latency, Jitter and Packet Loss, that are associated with Layer 2 connectivity;

“**QOS standards**” means the QOS standards in respect of certain services set out in this Maxis RAO and the documents referred to in **Section I** of the **Terms and Conditions for Technical Matters**;

“**Receiving Party**” means the party receiving the Confidential Information;

“**Regulated Facilities and/or Services**” means:-

- (a) network facilities and/or other facilities that are listed in the Access List; and/or
- (b) network services and/or other services that are listed in the Access List, specified in this Maxis RAO which facilitates the provision of network services or applications services including content applications services;

"Regulatory Event" means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of a lawful direction to Maxis by the Commission relating to Maxis RAO; or
- (c) the giving of a lawful direction to Maxis by the Minister relating to Maxis RAO.

"Rejection Notice" means the notice of rejection made by an Access Provider in response to an Access Seeker's Forecast as described in **Section II, Terms and Conditions for Technical Matters** of this Maxis RAO;

"Releasing Service Provider" means the Operator from whom its Customer requests a transfer;

"Relevant Change" has the meaning given to it in Section X of this Maxis RAO and includes any Interface Change, Service Change, Network Change, OSS Change and Functionality Change;

"RM" means Ringgit Malaysia which shall be the monetary currency used in this Agreement unless otherwise provided;

"RVA" means the remote voice answering of the Operators, but shall not include the standard switch announcement of the Operators;

"Security Sum" means the security in the form of Bank Guarantee provided or to be provided by the Access Seeker to Maxis under **Subsections 3.3** and **Subsection 5.3** of the General Terms and Conditions of this Maxis RAO for the supply of Facilities and/or Services;

"Service Ordering Procedures" means the procedures governing the forecasting, planning and ordering of Facilities and/or Services as set out in this Maxis RAO and the relevant Manuals.

"Service Qualification" means:

- (a) in relation to O&T Services, Network Co-Location Service, Infrastructure Sharing, Duct and Manholes Access, Interconnect Link Service, Transmission Service, MVNO Access, or Domestic Inter-Operator Roaming Service, a desk and/or field study that may be conducted in accordance with **Section III** of the **Terms and Conditions for Technical Matters** and may include (where relevant) the testing of a line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order by the Access Seeker; and
- (b) in relation to all other Facilities and/or Services, includes the interrogation of an Access Provider's OSS to confirm availability of network facilities to fulfill an Order or proposed Order;

“**Services**” means the applicable network services and/or other services as listed in the Access List and specified in this Maxis RAO which facilitate the provision of network services or applications services including content application services;

“**SMS**” means the Short Messaging Service that comprises text communications sent to and from an Operator’s SMSC, which text comprises words and/or numbers or an alphanumeric combination in accordance with the prevailing standards prescribed by Global Standard for Mobile (GSM);

“**SMS Communication**” means a communication via SMS that comprises an SMS text message to or from either Operator involving either Operator’s Mobile Number and/or Fixed Number for use in the operation of each Operator’s Network, in accordance with that Operator’s respective Licences;

“**SMSC**” means the Short Message Service Center of an Operator which receives the outgoing SMS Communications from that Operator’s Network and sends the SMS Communications to its Network or that of another operator’s network;

“**Special Services**” for the purposes of this Maxis RAO means Freephone 1800 Services, Toll Free Service and such other special services described by the Commission from time to time;

“**Standard Access Obligations**” or “**SAO**” means the obligations which relate to access as referred to in Section 149 of the Act;

“**Sub-loop Service**” has the meaning as described in **Section IX, Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO;

“**TCP/IP**” means the suite of Transmission Control Protocol/Internet Protocols in general use in accordance with good practice;

“**Technical and Implementation Manual**” means the manual associated with the **Terms and Conditions for Technical Matters** and which is part of the Access Agreement, in relation to the following:-

- (a) principles for network configuration;
- (b) forecasting procedures;
- (c) ordering procedures;
- (d) provisioning procedures;
- (e) routing and numbering principles;
- (f) signaling and Technical Specifications for the Interconnection of Fixed Numbers;
- (g) commissioning procedures;
- (h) transfer of charge band data;
- (i) billing procedures;
- (j) call processing;

- (k) call forwarding procedures;
- (l) POI establishment procedures;
- (m) relocation and removal procedures for POI equipment; and
- (n) such other matters as are agreed between the Operators from time to time.

"**Technical Specifications**" means any technical parameters, specifications and procedures applicable to Interconnection of the Operators' Networks and provision of Facilities and/or Services documented in the Manuals to the Access Agreements;

"**Telephone Area**" means those areas stipulated in graphical and tabular form in the National Telephone System Charging Arrangement (also known as "NATESCA");

"**Telephony Service over IP**" or "**TSOIP**" means an IP network service using the service number prefix "0154" (or such number as may be determined by the Commission) that supports applications services such as voice calls or data delivered over Internet Protocol network.

"**Toll Free Numbers**" means numbers currently denoted by the number range commencing with '1300' but also including such other number ranges agreed to or directed by the Commission, where the Called Party is charged for the call save for the local call charge levied on the originating Fixed Number or the within area retail rates of the mobile operator for directly dialed calls, levied on the originating Mobile Number;

"**Toll Free Services**" means the service utilising Toll Free Numbers;

"**Toll Free Service**" means the service utilising Toll Free Numbers.

"**Transfer Form**" means a form which is executed by a Customer for the purpose of authorising a Churn;

"**Transfer Request**" means a request from a Gaining Service Provider to an Access Service Provider to implement a Churn, including a Transfer Form;

"**Validity Period**" has the meaning given to them in **Section III, Terms and Conditions for Technical Matters** of this Maxis RAO;

"**VLAN**" means Virtual Local Area Network;

"**Unconditioned Communications Wire**" means Communications Wire which is not conditioned for voice services only, for example by means of loading coils, taps, bridges or pair gain systems.

- 1.2 In this Maxis RAO except where the contrary intention appears;
- (a) the singular includes the plural and vice versa;
  - (b) a document includes all amendments or supplements to that document, or replacements or novations of it;
  - (c) a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith;
  - (d) a reference to a person includes a firm, body corporate, unincorporated association or an authority;
  - (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, , persons taking by novation), and assigns;
  - (f) if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to acts that have to be done or to be done by or on or before a particular day or Business Day means by or on or before the close of business at 5.00pm on that particular day or Business Day;
  - (g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016;
  - (h) a reference to a third person is a reference to a person who is not a party to this Maxis RAO;
  - (j) headings are included for convenience and do not affect the interpretation of this Maxis RAO; and
  - (k) use of the word "include" or "including" means without limitation.

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**GENERAL TERMS AND CONDITIONS  
OF MAXIS RAO**

SECTION 1 – PRINCIPLES OF ACCESS TO FACILITIES AND/OR SERVICES IN MAXIS RAO

1.1 Provision and Usage of Facilities and/or Services subject to Licence

1.1.1 The Facilities and/or Services provided by the Access Provider shall at all times be subject to Facilities and/or Services which the Access Provider is permitted to provide under its Licence. Concurrently, the Facilities and/or Services provided to the Access Seeker shall only be used in connection with an activity or activities in which the Access Seeker is authorised to provide under its Licence.

1.2 SAO: In accordance with the Act and subject to exemptions determined by the Minister, all Facilities providers and Services providers shall provide access on reasonable terms and conditions to the Facilities and/or Services listed in the Access List Determination to any other:

- (a) network facilities provider;
- (b) network services provider;
- (c) applications service provider; or
- (d) content applications service provider;

who makes a written request to the relevant Access Provider for access.

1.3 Reasonableness: An Access Provider may refuse a request if:

- (a) supply of the relevant listed Facilities and/or Services would not be reasonable (see **Subsection 1.4** below); or
- (b) supply of the relevant listed Facilities and/or Services would be reasonable, but the terms and conditions requested by the Access Seeker are not reasonable (see **Subsection 1.5** below).

1.4 Unreasonable request: A request for access to a listed Facilities and/or Services may not be reasonable if one or more of the criteria in **Condition 3.5.4.1 General Terms and Conditions** of this Maxis RAO are satisfied. For clarification, this Maxis RAO does not intend or attempt to narrow the grounds of refusal upon which a party may rely upon under the Act.

1.5 Unreasonable terms: The Act provides for several mechanisms to determine terms and conditions if the parties are unable to reach agreement on the terms and conditions of supply, including dispute resolution by the Commission.

1.6 Principles of Non-Discrimination

1.6.1 The Operators agree and acknowledge that the governing principle of this Maxis RAO is that the Operators are, in respect of the provision of Facilities and/or Services, is an operator-to-operator relationship.

- 1.6.2 Consistent with Section 149(2) of the Act, access to Facilities and/or Services provided by an Access Provider to the Access Seeker shall be:-
- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality provided for itself on the Access Provider's Facilities and/or Services; and
  - (b) provided on an equitable and non-discriminatory basis.
- 1.6.3 For the purpose of this Maxis RAO, the non-discrimination principle and the term 'non-discriminatory' apply on an Equivalence of Inputs basis and require a comparison of:
- (a) the basis on which a Facility and/or Service is provided by the Access Provider to an Access Seeker; with
  - (b) the basis on which that Facility and/or Service is provided by the Access Provider to itself and to other Access Seekers.
- 1.6.4 The non-discrimination principle contained in Section 149(2) of the Act applies to, amongst others the following:
- (a) processing of applications for access;
  - (b) acceptance or refusal of Access Requests;
  - (c) provision of information required to provide Forecasts or place Orders;
  - (d) provisioning and Churn of Facilities and/or Services;
  - (e) allocation of constrained capacity;
  - (f) fault reporting and fault rectification;
  - (g) Network Conditioning;
  - (h) allocation of space at exchanges;
  - (i) the purpose or use for which access is provided;
  - (j) the technical parameters with which Facilities and Services are supplied; and
  - (k) access to Operational Support Systems in respect of service fulfilment and service assurance.
- 1.6.5 However, nothing in this Maxis RAO shall limit the Access Seeker's ability to freely request and agree on access to the Access Provider's Facilities and/or Services that are either superior or inferior (in terms of technical standard and quality) to that which an Access Provider provides to itself.

1.7 **Customer Relationship Principles**

- 1.7.1 The Operators also agree and acknowledge that the following customer relationship principles shall apply:-

- (a) A Customer will be regarded as a Customer of an Operator when the Customer utilises retail or end user facilities and/or services provided to that Customer by the Operator.
- (b) the same person may be a Customer of more than one Operator:-
  - (i) in respect of the same or different facilities and/or services provided by different Operators; or
  - (ii) in respect of facilities provided by one Operators and services provided by another Operator.
- (c) For the avoidance of doubt, the Operators acknowledge that each Operator will be responsible for billing its own Customers, unless otherwise agreed in writing by the Operators. Such an agreement may include, the following:-
  - (i) the Access Provider billing on behalf of the Access Seeker; or
  - (ii) the Access Provider, in its own right, bills the Customer of the Access Seeker and makes a separate payment to the Access Seeker.

## 1.8 Prohibited use of Customer information

1.8.1 The Access Provider is expressly prohibited from using any Access Seeker's Customer information to market or offer to supply its goods or services to that or any other Customer, except where:

- (a) the Customer information is publicly available; or
- (b) the Customer information has been received or developed by the Access Provider from sources other than the Access Seeker,

and, in either case, the information has not been collected or generated with reference to, or combined with or compared to, information provided in connection with the Access Provider's supply of the Facility and/or Service. This includes any use or intended use by the Access Provider to dissuade that Customer from entering into a contractual relationship with the Access Seeker for retail services that use the Facility and/or Service as an input or more generally, to persuade that Customer to enter into a contractual relationship with the Access Provider for the Access Provider's retail services.

## 1.9 No exclusivity and no restriction on resale

1.9.1 An Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement preventing an Access Seeker from acquiring the same or any other Facility and/or Service from another Operator.

1.9.2 Except for Duct and Manhole Access, an Access Provider must not, in relation to the supply of a Facility and/or Service, include a term or condition in an Access Agreement preventing an Access Seeker from re-supplying that Facility and/or Service to any person.

1.10 **Necessary third party involvement causing or contributing to non-compliance in timeframe**

1.10.1 If:

- (a) an Access Provider fails to comply with a timeframe under this Maxis RAO; and
- (b) the Access Provider considers that such failure was caused or contributed to by necessary third party involvement or other matters reasonably outside the Access Provider's control (for example, where approval from local or other authority is required),

the Access Provider must notify the Commission of such non-compliance and such third party involvement, and provide the contact details of such third party, to permit the Commission to investigate the non-compliance.

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**SECTION 2 – PARAMETERS OF MAXIS RAO**

- 2.1 The scope of this Maxis RAO is, unless otherwise specified in this Maxis RAO, limited only to the provision of the Facilities and/or Services pursuant to **Subsection 1.1** (i.e. Provision and Usage of Facilities and/or Services subject to Licence).
- 2.2 The Operators agree that this Maxis RAO is not intended to govern the provision of any facilities and/or services not specified in this Maxis RAO except to the extent that the supply of the facilities and/or services is incidental to the functionality required for:
- (a) the Interconnection of the Facilities of one Operator with the Network of the other Operator; or
  - (b) the carriage of Call Communications across the other Operator's Network.
- 2.3 The obligation of an Operator to agree, in accordance with this Maxis RAO, to the extension of this Maxis RAO to cover the provision of a Communications Service to the other Operator is first subject to the Operator being so obliged by virtue of its Licence or by applicable regulations, Determinations and/or Directions, and the other Operator being in full compliance of all the material terms herein.
- 2.4 Except where this Maxis RAO provides to the contrary, the rights and obligations conferred by this Maxis RAO apply reciprocally as between the Operators. For the purposes of clarification, where this Maxis RAO expressly states that a facility and/or service is only to be provided by one named Operator to the other named Operator the obligations in respect of that facility and/or service are not regarded as reciprocal.
- 2.5 For the avoidance of doubt, this Maxis RAO is intended to apply only to the provision of Facilities and/or Services by one Operator to the other and to related matters concerning the Operators and not be construed as conferring benefits on third persons.
- 2.6 The Operators hereby agree and acknowledge that this Maxis RAO in its entirety shall only be effective and enforceable upon registration of the relevant portion of this Maxis RAO (which requires registration) with the Commission pursuant to **Section 150** of the Act. The Operators hereby agree and acknowledge that the Terms and Conditions for Non-Regulated Facilities and/or Services will not be lodged with the Commission for registration.
- 2.7 Each Operator shall notify the other Operator as soon as possible of all correspondences from the Commission pertaining to the registration of this Maxis RAO. In the event that the Commission refuses or fails to register the relevant portion of this Maxis RAO requiring registration or part thereof, the Operators shall negotiate in good faith and may consider the

advice, recommendations and suggestions of the Commission in deciding on the next course of action to be undertaken by the Operators.

- 2.8 All warranties, representations, indemnities, covenants, agreements and obligations given, undertaken or entered into by the Operator are given, undertaken and entered into only by the company(ies) who are signatories to this Access Agreement jointly and severally. Notwithstanding the foregoing, where the liability of such an Operator is limited by any provision in respect of limitation liability, the liability of that Operator shall not exceed the stipulated limit whether jointly or severally. For the avoidance of doubt, where any one (1) or more of the said companies have breached the terms of this Maxis RAO, an Operator shall be entitled to take action against the relevant company(ies) in breach, including terminating this Maxis RAO with respect to only the relevant company(ies).

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**SECTION 3 – PROCEDURES FOR REQUESTING FACILITIES AND/OR SERVICES**

**3.1 Application for Access to Facilities and/or Services**

3.1.1 The Access Seeker shall request the Access Provider to supply the Facilities and/or Services listed in this Maxis RAO by submitting an Access Request to the Access Provider.

3.1.2 The purpose of the Access Request is to provide the Access Provider with sufficient information to assess the Access Seeker's request for the Facilities and/or Services.

3.1.3 The Access Request must:

- (a) contain the name and contact details of the Access Seeker;
- (b) specify the Facilities and/or Services in respect of which access is sought;
- (c) indicate whether the Access Seeker wishes to either accept the Access Provider's terms of offering as stated in this Maxis RAO or to negotiate different terms and conditions;
- (d) specify the ready for service date(s) for the Facilities and/or Services that is being sought by the Access Seeker;
- (e) contain the information (if any) set out in **Condition 3.1.4** that the Access Seeker reasonably requires the Access Provider to provide for the purposes of the access negotiations;
- (f) contain the names of personnel(s) whom the Access Seeker nominates to represent the Access Seeker in access negotiations with the Access Provider, and in respect of each of those personnel:
  - (i) his or her contact details;
  - (ii) his or her job title; and
  - (iii) details of his or her availability for the access negotiations;
- (g) state the identity of the negotiating team leader whom shall have the authority to make binding representations on behalf of the Access Seeker in relation to matters arising from the access negotiations (subject to final approval from the Access Seeker's Chief Executive Officer or Board of Directors, if required by the Access Seeker);



- (h) contain two (2) copies of confidentiality agreement properly executed by the Access Seeker in the form prescribed by the Access Provider, where there is no such confidentiality agreement already in force;
  - (i) where applicable, specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to the Access Provider's disclosed provisioning cycle and forecasting procedures as described in the **Terms and Conditions for Technical Matters**;
  - (j) provide the relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect the Access Provider's Network;
  - (k) specify the type of Licences held by the Access Seeker and a copy of the licence where a copy had not been previously provided;
  - (l) contain Creditworthiness Information as set out in **Subsection 3.2**;
  - (m) contain Insurance Information as set out in **Subsection 3.4**;
  - (n) relevant technical information relating to the interface standards of the Access Seeker.
  - (o) such other information as the Access Provider may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.
- 3.1.4 For the purpose of **Condition 3.1.3(e)**, an Access Provider must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker, to the extent that it is not provided in the Access Provider's RAO:
- (a) the Access Provider's description of each of the Facilities and/or Services that may be supplied by the Access Provider, such description to be consistent with the description (if applicable) of the Facilities or Services in the Access List;
  - (b) the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services;
  - (c) a confidentiality agreement required to be executed by the Access Seeker, where there is currently none in force;

- (d) the Access Provider's current access charges for access to Facilities and/or Services;
- (e) all relevant technical information relating to the Facilities or Services which may be the subject of the Access Request, including any physical and logical interfaces of its Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, that Access Provider's Network;
- (f) details of the Access Provider's provisioning cycles and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);
- (g) details of the Access Provider's quality of service targets and achievements in respect of the Facilities or Services which may be the subject of the Access Request;
- (h) any security requirements, insurance requirements and creditworthiness information required by the Access Provider under **Subsections 3.3 and 5.3, Subsection 3.4 and Subsection 3.2**;
- (i) supplementary details of the Access Provider's operational processes and procedures not included in this RAO (if any).
- (j) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs (a) to (i) of this **Condition 3.1.4**. Prior to the provision of information under this **Condition 3.1.4**, the Access Provider may request the Access Seeker to enter into a confidentiality agreement;

### **3.2 Creditworthiness Information**

3.2.1 The Creditworthiness Information that is required to accompany an Access Request are:

- (a) a letter, signed by the executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
- (b) a copy of the Access Seeker's most recently audited balance sheet and audited profit and loss statement.

3.2.2 An Access Provider may only request creditworthiness information from an Access Seeker:

- (a) if the Access Provider reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;
- (b) if the creditworthiness information sought is limited to information which is publicly available (on this basis, the Access Provider may request the Access Seeker to warrant that such information is accurate); and
- (c) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.

### **3.3 Security Sum**

3.3.1 The Access Provider shall ensure that the amount of security imposed on the Access Seeker in its security policy, commensurate with:

- (a) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
  - (i) for Facilities and/or Services with minimum period of access, a maximum of six months for those Facilities and/or Services; and
  - (ii) for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services,

in an Access Agreement;

- (b) the creditworthiness of the Access Seeker (including prior payment records of the Access Seeker); and

- (c) the Security Sum previously provided by the Access Seeker (if any).

3.3.2 The Access Seeker must provide the Security Sum to the Access Provider in the form of a Bank Guarantee.

3.3.3 The Access Seeker shall provide the Security Sum upon signing of the Maxis RAO or the Access Agreement with the Access Provider (as the case maybe) and the Access Provider is not obliged to provide the Facilities and/or Services until the Security Sum has been provided.

3.3.4 The Access Provider must not impose a security requirement on an Access Seeker which:

- (a) exceeds a commercially reasonable estimate of the changes that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the Access Provider to the Access Seeker; or
- (b) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

### **3.4 Insurance Information**

3.4.1 Subject to **Subsection 9.2**, the Access Provider may request for any additional insurances as set out in this Maxis RAO, the sum of which is to be specified by the Access Provider, prior to the provisioning of the Facilities and/or Services

### **3.5 Processing of Access Request**

#### **3.5.1 Access Provider's Reply to the Access Request**

Subject to **Subsection 2.10 of Section X of the Terms and Conditions for Technical Matters**, the Access Provider shall within ten (10) Business Days of receipt of the Access Request, inform the Access Seeker in writing that it has received the Access Request, and:

- (a) request for additional information from the Access Seeker where there is a need for further information prior to considering the Access Request. The Access Provider shall comply with **Condition 5.4.16** of the MSA Determination when it requests for such additional information;
- (b) if the Access Seeker is willing to accept a RAO from the Access Provider, the Access Provider will provide access to Facilities and/or Services in accordance with the processes and the terms and condition of this Maxis RAO;
- (c) if **Condition 3.5.1(b)** above does not apply, the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms; or
- (d) if the Access Provider refuses the Access Request, it should be in accordance with **Subsections 3.5.5** below.

If the Access Provider is willing to provide access to the Facilities and/or Services, the Access Provider shall indicate the Security Sum, any non-refundable processing fee and resource fee payable by the Access Seeker.

If the Access Provider requests additional information under **Condition 3.5.1(a)** and the Access Seeker provides the requested information to the Access Provider's satisfaction, the Access Provider shall within ten (10) Business Days of such response, provide the Access Seeker with a response under **Condition 3.5.1(b)** to **Condition 3.5.1(d)** above.

3.5.2 Acceptance of Access Request

3.5.2.1 Where the Access Seeker has requested under **Condition 3.1.3(c)** and the Access Provider has agreed to provide access to the Facilities and/or Access to the Access Seeker in accordance with the terms and conditions as specified in this Maxis RAO, the Access Provider shall within ten (10) Business Days of such response under **Condition 3.5.1(b)**, provide the Access Seeker with two (2) copies of Maxis RAO for execution by the Access Seeker and one (1) copy of the executed confidentiality agreement by the Access Provider.

3.5.3 Negotiation of Access Request

3.5.3.1 If the Access Seeker elects to negotiate the different terms and conditions under **Condition 3.1.3(c)** above and the Access Provider is willing to proceed with negotiation of the different terms and conditions (as described in **Condition 3.5.1(c)** above), the Access Provider must provide one (1) copy of the executed Confidentiality Agreement by the Access Provider, and set a place, date and time not later than fifteen (15) Business Days from the date of Access Provider's response pursuant to **Condition 3.5.1(c)** above at which the Access Provider representatives will be available for an Initial Meeting with the Access Seeker's representatives;

3.5.3.2 The Access Provider will not be taken to have agreed to provide and the Access Seeker will not be taken to have agreed to acquire the requested Facilities and/or Services until:-

- (a) the Security Sum, where required by the Access Provider, has been provided in accordance with **Conditions 3.3** and
- (b) an Access Agreement under **Condition 3.5.1(c)** above has been executed between the Operators and the relevant terms and conditions in respect of the Facilities and/or Services are registered with the Commission in accordance with section 150 of the Act.

3.5.4 Rejection of Access Request

3.5.4.1 Reasons for Refusal

Without limiting any other grounds that may be relied upon under the Act, the Access Provider may refuse to accept an Access Request for the supply of Facilities and/or Services and accordingly may refuse to supply that Facilities and/or Services to the Access Seeker for any of the following reasons (such reason to be provided to the Access Seeker in writing):

- (a) in the Access Provider's reasonable opinion, the Access Seeker's Access Request was not made in good faith;
- (b) in the Access Provider's reasonable opinion, the Access Request does not contain the information reasonably required by the Access Provider as set out in its RAO provided that the Access Provider has sought the information from the Access Seeker under **Condition 3.5.1 (a)**;
- (c) the Access Provider does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third parties, except where the Access Seeker compensates the Access Provider for the supply of access to the Facilities and/or Services;
- (d) it is not technically feasible to provide access to the Facilities and/or Services;
- (e) the Access Provider has insufficient capacity or space to provide the requested Facilities and/or Services;
- (f) there are reasonable grounds in the Access Provider's opinion to believe that the Access Seeker would fail to make timely payment for the supply of the Facilities and/or Services
- (g) there are reasonable grounds in the Access Provider's opinion to believe that the Access Seeker would fail, to a material extent, to comply with this Maxis RAO or Access Agreement and the terms and conditions applicable to the supply of the Facilities and/or Services; or
- (h) there are reasonable grounds for the Access Provider to refuse access in the national interest.

#### 3.5.4.2 Determination of technical infeasibility

For the purposes of **Condition 3.5.4.1(d)**, the Access Provider shall not reject an Access Request on the grounds of technical infeasibility unless the Access Provider establishes that there are substantial technical or operational concerns preventing the fulfillment of the Access Request. The following shall be taken into account in determining whether access is technically feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by the Access Provider except to the extent that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;
- (b) any requirement for the Access Provider to modify its facilities or Equipment in order to meet the Access Request will not, of itself, mean that the access is not technically feasible;
- (c) if the Access Provider asserts that meeting the Access Request would have an adverse impact on Network reliability, the Access Provider must provide evidence that provision of the requested facilities or services would result in a specific and significant adverse impact on Network reliability; and
- (d) the Access Provider must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this Condition) improvements that would allow the Access Provider to meet the Access Request (in whole or part and including for an interim period until any primary difficulties can be resolved).

#### 3.5.4.3 Determination of capacity constraints

An Access Provider may only refuse an Access Request on the ground set out in **Condition 3.5.4.1(e)**, where the Access Provider notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:-

- (a) already carrying traffic to capacity or near full capacity;
- (b) already reserved for future use by the Access Provider or another access seeker, where such future use shall commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving operator within seven (7) months from

the date of the Access Request, the Access Provider must promptly inform the Access Seeker and, if required by the Access Seeker, re-consider the Access Request in accordance with this **Section 3**; and

- (c) in the case of both **Conditions 3.5.4.3(a) and (b)** of this Maxis RAO, the Access Provider is unable to expand capacity within the period forecast by the Access Seeker on the Access Seeker's Access Request.

#### 3.5.4.4 Assessment of the Access Seeker's ability to pay for supply of the Facilities and/or Services

Reasonable grounds in which the Access Provider may refuse in accordance with **Condition 3.5.4.1(f)** includes evidence that the Access Seeker is not, in the reasonable opinion of the Access Provider, creditworthy.

#### 3.5.4.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of Facilities and/or Services

Reasonable grounds in which the Access Provider may refuse in accordance with **Condition 3.5.4.1(g)** includes repeated failures by the Access Seeker to comply with the terms and conditions on which similar access to Facilities and/or Services are being or have been provided (whether or not by the Access Provider).

#### 3.5.4.6 Assessment of Creditworthiness

In determining the creditworthiness of the Access Seeker, the Access Provider:

- (a) may have regard to, but is not limited to the matters referred to in **Subsection 3.2**; but
- (b) shall not take into account amounts outstanding for Facilities or Services previously provided by the Access Provider to the Access Seeker where, in accordance with the terms and conditions governing the provision of such network facility or network service, the Access Seeker is not required to pay such amounts to the Access Provider to the extent that there is a *bona fide* dispute in relation to the amounts outstanding by the Access Seeker to the Access Provider and the Access Seeker is relying on such terms and conditions as a basis for its non-payment.



3.5.5 Notification of Rejection to the Access Seeker

3.5.5.1 Subject to **Subsection 2.10 of Section X of the Terms and Conditions for Technical Matters**, where the Access Provider rejects the Access Request, the Access Provider shall within ten (10) Business Days of receiving the Access Request or additional information requested under **Condition 3.5.1(a)**, as the case may be:

- (a) notify the Access Seeker in writing of the Access Provider's rejection;
- (b) provide reasons for rejection under **Condition 3.5.4.1** to the Access Seeker;
- (c) provide the basis for the Access Provider's rejection of the Access Request; and
- (d) indicate a date and time, not later than seven (7) Business Days from the date of the notice of rejection, at which representatives of the Access Provider will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request the Access Provider to substantiate its reasons for refusal, and if access has been refused on the basis of the ground in **Condition 3.5.4.1(e)**, the Access Provider must identify when additional capacity is likely to be available.

3.5.5.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to **Condition 3.5.5.1(d)**, either Operator may request resolution of the dispute in accordance with **Condition 12**.

3.5.6 Non-Refundable Resource Charge and Processing Fee

3.5.6.1 The Access Provider may charge the Access Seeker a one-off non-refundable resource charge to be determined by reference to the reasonable costs incurred by the Access Provider for the allocation of manpower and other resources to enable the Access Provider to process, test and fulfill the Access Request by the Access Seeker.

3.5.6.2 The Access Provider shall forward to the Access Seeker in writing the scope of works, estimated duration of the works and the resource charges in relation to the works. The Access Provider shall not be obliged to commence work until the scope of works and the said resource charge has been agreed to in writing by the Access Seeker.

3.5.6.3 The non-refundable resource charges for the respective Facilities and/or Services are set out in **Annexure 1** of this Maxis RAO. The resource charges for the Facilities and/or Services not currently specified in **Annexure 1** will be mutually agreed by the Operators from time to time.

### **3.6 Timing**

3.6.1 If an Operator wishes to negotiate an Access Agreement with another Operator:

- (a) both parties shall notify the Commission when the negotiations for the Access Agreement begin under this subsection;
- (b) both parties shall use their best endeavours to conclude the Access Agreement within:
  - i. where there is no Access Agreement in place between the Operators, four (4) months; or
  - ii. where there is already a commercial agreement or an Access Agreement in place between the Operators, three (3) months,

after a written request by the Access Seeker to commence negotiations under **Subsection 3.1.3** of this Maxis RAO and the Access Provider's response confirming it is willing to proceed to negotiate under **Subsection 3.5.1** of this Maxis RAO;

- (c) if the negotiations are not completed within the applicable timeframe specified under **Subsection 3.6.1(b)** of this Maxis RAO:
  - i. the parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the parties and the Dispute Resolution Procedures shall take effect; or
  - ii. either party may initiate the Dispute Resolution Procedures; and
- (d) if the Commission grants an extension of time under **Subsection 3.6.1(c)i** above, it may do so subject to such conditions as it specifies (such as an ongoing requirement to provide updates on negotiations at specified intervals and the right to reduce or extend any extension).

**3.7 Good faith**

- 3.7.1 An Operator shall co-operate, in good faith and in a commercially reasonable manner, in negotiating and implementing the terms of its Access Agreements. This includes:
- (a) acting promptly, honestly, and not perversely, capriciously or irrationally;
  - (b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that the Access Provider provides to itself); and
  - (c) avoiding unnecessary disputes and resolving disputes promptly and fairly.

- 3.8 **Confidentiality:** An Operator must protect from disclosure any Confidential Information provided by another Operator in the course of negotiating an Access Agreement and during the term of an Access Agreement in accordance with a confidentiality agreement prepared under **Section 8, General Terms and Condition** of this Maxis RAO.

**3.9 Fast-track application and agreement**

- 3.9.1 As an alternative process to that set out in **Subsection 3.1 to Subsection 3.8** of this Maxis RAO, the Access Seeker may wish to proceed with the fast-track application and agreement process based on the principles set out in **Condition 3.9.2** until **Condition 3.9.5** below.

- 3.9.2 the Access Provider may refuse the Access Seeker's fast-track application for the reasons set out in **Condition 3.5.4.1(c), 3.5.4.1(f)** and/or **3.5.4.1(g)** of this Maxis RAO.

- 3.9.3 the fast-track agreement between the Access Provider and the Access Seeker must be on the terms of this Maxis RAO;

- 3.9.4 within ten (10) Business Days of the Access Provider's receipt of a fast-track application, the Access Provider must:

- (a) provide the Access Seeker with two (2) copies of the Maxis RAO for further execution by the Access Seeker, or a notice of refusal that sets out the ground for refusal under **Subsection 3.9.2** above including the basis on which those grounds apply; and
- (b) provide the Commission with a copy of the response at the same time it provides the response to the Access Seeker under **Condition 3.9.4(a)** above.

- 3.9.5 the criteria on which Access Seekers will be eligible for the fast-track application and agreement process are in accordance with the following principles:

- (a) the fast-track process is limited to the supply of Facilities and/or Services to the extent that such supplies do not have a material impact on the Access Provider's current level of network resources; and
- (b) the Facilities and/or Services which may be subject of a fast-track application is limited to Fixed Network Termination Service, Mobile Network Termination Service, Transmission Services, Interconnect Link Service, HSBB Network Service, Digital Subscriber Line Resale Service and ANE.

**3.10 Intellectual Property:** An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. An Operator must not use such Intellectual Property or information for the development or marketing of other communication services or Equipment by that Operator, its own divisions, subsidiaries, partners or other entities in which it has direct or indirect equity, contractual or other interest, or third parties.

**3.11 Initial Meeting**

**3.11.1** Unless otherwise agreed between the Operators, each Operator shall ensure that its representatives meet on the date notified pursuant to Subsection 3.5.3.1 of this Maxis RAO and that such representatives:

- (a) agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations under Subsection 3.6.1(b) of this Maxis RAO;
- (b) agree on negotiating procedures, including:
  - i. calling and chairing meetings;
  - ii. responsibility for keeping minutes of meetings;
  - iii. clearly defined pathways and timetables for escalation and resolution by each Operator of matters not agreed in the meetings;
  - iv. procedures for consulting, and including in the negotiating process, relevant experts from each of the Operators; and
  - v. procedures for preparing and exchanging position papers;
- (c) review the information requested and provided to date and identify information yet

to be provided by each Operator; and

- (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

### **3.12 Additional Matters**

3.12.1 An Access Provider shall not do, or threaten to do, anything that has the effect or likely effect of, any of the following:

- (a) refuse to negotiate terms of access not related to price, for the reason that the rate, charge, charging principles or methodologies of access has not been agreed upon;
- (b) refuse to negotiate access to the Facilities and/or Services because the Access Seeker has not agreed to acquire access to other Facilities and/or Services or because the Access Seeker has not agreed to acquire a particular configuration, option or feature of a requested Facility and/or Service;
- (c) require an Access Seeker to enter into a confidentiality agreement the terms of which preclude the disclosure of information requested by the Commission or required to be disclosed for the purposes of dispute resolution;
- (d) require an Access Seeker to warrant that an Access Agreement complies with all applicable laws;
- (e) refuse to include in any Access Agreement a provision permitting variation of the Access Agreement in the event of any change in rules, applicable laws or applicable regulations (including Commission decisions and determinations);
- (f) make any negotiation conditional on the Access Seeker first obtaining any regulatory approval or consent;
- (g) intentionally mislead or coerce an Access Seeker into reaching an agreement, which would not otherwise have been reached if not for the misleading act or coercion;
- (h) intentionally obstruct or delay negotiations or any dispute resolution process;
- (i) fail to nominate representatives who have sufficient authority and with sufficient availability to progress negotiations in a timely and efficient manner;

- (j) fail to provide information that is necessary to conclude an Access Agreement including, without limitation:
  - i. information about the Access Provider's Network that the Access Seeker reasonably requires in identifying the network elements or network components to which it requires access; and
  - ii. information about the basis of the determination of rates, charges or fees.

### **3.13 Non-permitted Information**

3.13.1 An Access Provider shall not impose an obligation on an Access Seeker to provide any of the following information to the Access Provider (whether as a condition of the provision of further information or as a condition of assessing the Access Seeker's application, or at any other time):

- (a) the Access Seeker's proposed service launch date (though the Access Provider may request the Access Seeker to specify any ready-for-service dates which the Access Seeker requires from the Access Provider in respect of the requested Facilities and/or Services);
- (b) details of the functionality of the Access Seeker's proposed service, except to the extent that such functionality may affect the Access Provider's Network;
- (c) details of the Access Seeker's network rollout plans, except to the extent that such rollout plans relate to ready-for-service dates requested by the Access Seeker;
- (d) details of the Access Seeker's current or proposed retail charges;
- (e) details of the Access Seeker's marketing strategy or proposed client base;
- (f) financial information relating to the Access Seeker's business, except to the extent that such information may be required pursuant to the creditworthiness requirements in **Subsection 3.2** of this Maxis RAO;
- (g) detail of any other supply arrangements or Access Agreements to which the Access Seeker is or may be a party, except to the extent that such details are directly relevant to technical characteristics of the requested Facility and/or Service; or

- (h) any other commercially sensitive information of the Access Seeker which is not strictly required by the Access Provider to supply as requested Facility and/or Service.

**3.14 Form of Negotiation**

- 3.14.1 Any meeting or negotiation may take place in person, or virtually by conference call, video conference or using other communications technology with participants in one or more geographical places (or in a combined form).
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**SECTION 4 - PROVISION OF INFORMATION**

- 4.1 The obligations of each Operator to provide information to the other Operator are as set out in this Maxis RAO or as otherwise agreed between the Operators and are subject to the requirements of confidentiality imposed by this Maxis RAO.
- 4.2 An Operator must provide the other Operator on a timely basis with all agreed information reasonably required to determine charges to be billed by each Operator to the other Operator or by each Operator to its Customers.

Such information, pursuant to **Subsection 4.1** shall include information necessary:

- (a) for the provision of the Facilities and/or Services;
  - (b) to ensure the successful hand over of Call Communications between the Operators networks;
  - (c) to plan and implement operational practices and procedures; and
  - (d) to design and build its network in such a way as will ensure that the Operators' networks are properly interconnected.
- 4.3 Each Operator will charge and bill its own Customers for a Call Communication. The Operators will agree on the Communication Information which is to be exchanged for the purposes of charging and billing, and such Communication Information will be deemed to be included in the documents referred to in **Section I of the Terms and Conditions for Technical Matters** for the purposes of call and billing verification. For the purpose of inter-operator billing reconciliation the Operators will provide CLI to each other subject to:
- (a) the ability of the relevant exchange to provide CLI; and
  - (b) CLI being forwarded to it from another network with which its Network is interconnected.
- 4.4 CLI and data relating to CLI will be kept confidential by the Operators. The Operator may use the CLI disclosed to it only for the following purposes:-
- (a) prevention and investigation of fraud;
  - (b) display to Customers;



- (c) emergency services;
- (d) malicious call tracing; and
- (e) inter-Operator and/or Customer billing,

provided always that such use does not violate the law. The Operators will co-operate in the barring of CLI where required under law, Determination, Direction or as otherwise agreed.

The Operators acknowledge that, in some instances due to technical constraints, CLI will not be available whereby the identification shall be blank or unknown, for the purpose of inter-operator billing reconciliation. In such cases, the Invoicing Operator shall notify the Other Operator by providing Call Data Records ("CDR"(s)) with relevant information for further investigation (if required).

- 4.5 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force, pursuant to the Operator's respective Licence conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operators' respective Communications Services and the theft of the Operator's provided terminal equipment.
- 4.6 Information provided under this Maxis RAO may only be used for the purpose for which it was given. Personal information about a Customer's creditworthiness, credit standing, credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.
- 4.7 If any of the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 4.8 The Operators acknowledge that when information (including, for the purposes of this Condition any updated information) required to be provided under this Condition is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which such information is to be made available will be determined by the Operator having regard to the reasonable cost, convenience and security concerns of the Operators.

- 4.9 (a) Subject to the Act and any subordinate legislation, nothing in this Maxis RAO may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when this Maxis RAO comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
- (b) After this Maxis RAO comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making information available to the other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.
- 4.10 All communication information, call and such other relevant information in relation to Call Communication must be kept by both Operators for a period of two (2) years unless otherwise agreed in writing for the purposes of verification and audit.
- 4.11 An Operator must route a Customer's original CLI and must not translate numbers, use dummy numbers or dummy CLI, or use any means to alter numbers which may confuse or have the tendency to confuse the other Operator's Network or billing systems. Where technical problems for routing or billing so demand, then the use of dummy numbers shall only be permitted as is agreed between the Operators and this agreement may not be unreasonably withheld.
- 4.12 The Operators further agree that the information provided for the purpose of this Maxis RAO shall be subject to **Section 8**.
- 4.13 The Operators will co-operate in the barring of CLI where required under law, Determination, Direction or as otherwise agreed.
- 4.14 Information required to be provided under this Maxis RAO need not be provided if the recipient Operator has not established security measures agreed by the other Operator to be adequate to protect the confidentiality of the information. If the recipient Operator does not observe such security measures or any of the information is used by it for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.

**SECTION 5 – BILLING AND SETTLEMENT**

**5.1 Billing**

- 5.1.1 (a) In respect of any Charges due from an Operator, the invoicing Operator (“**Invoicing Operator**”) shall raise the Invoice for amount due for the supply of Facilities and/or Services except for:
- (i) Charges incurred for agreed numbers used for testing purposes prior to the commissioning of the respective POI; and
  - (ii) Voice announcements at exchanges which are limited to:-
    - (A) the number is not in service;
    - (B) bulk change announcement;
    - (C) subscriber set is not switched on/active; or
    - (D) subscriber set is out of range; or
    - (E) any other related voice announcement at exchanges (which are not chargeable) to be mutually agreed in writing by the Operators.
- (b) Unless otherwise agreed in writing, the Invoicing Operator shall invoice in writing or in electronic form (as requested by the Operator receiving the Invoice (“**Invoiced Operator**”), on an Operator to Operator basis, within one (1) month from the end of the Billing Period for amounts due in respect of the supply of Facilities and/or Services during the Billing Period. The Invoicing Operator shall provide with each Invoice, such information as may be reasonably necessary for the Invoiced Operator to verify the rates and charges specified in the Invoice. In addition, the Invoiced Operator may request, in writing, for the billing report to be provided by the Invoicing Operator in an electronic format.
- (c) The Invoicing Operator shall provide the Invoiced Operator at the Invoiced Operator’s written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Invoiced Operator in monthly tranches.
- (d) The Operators shall, from time to time, inform each other of the mailing address and the department to which the Invoice should be sent to and also their respective bank account details for the purposes of enabling the other Operator to make payment. All Invoices shall be delivered by hand, post (either registered mail or courier) or by email.

- (e) The Billing Period for the purposes of invoicing will be monthly, unless otherwise agreed with the Access Seeker or as stated in **Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO.
- 5.1.2
- (a) The Invoicing Operator is responsible for obtaining information upon which the invoice is based, and if the Invoicing Operator does not normally collect that information and it is not reasonably practicable for the Invoicing Operator to do so but the Invoiced Operator is able to collect the information, the Invoiced Operator may, upon written request, provide a summary of information which is reasonably necessary to allow the Invoicing Operator to provide accurate and timely Invoice to the Invoiced Operator subject to such terms and conditions as may be determined by the Invoiced Operator, and if the Invoiced Operator provides such information, the Invoicing Operator undertakes that it will only use that information to verify its own interconnect usage report.
  - (b) If the Invoiced Operator provides such information, the Invoicing Operator shall pay the Invoiced Operator a reasonable fee to be determined by the Invoiced Operator. In the event the Invoicing Operator requires a more detailed interconnect report or information, the Invoicing Operator may request the same from the Invoiced Operator and such details will be provided at a reasonable additional charge to be determined by the Invoiced Operator PROVIDED ALWAYS that it is reasonably practicable for the Invoiced Operator to do so.
  - (c) For the purposes of preparing the summary of information mentioned in **Condition 5.1.2(a)**, the 'A' and/or 'B' numbers shall be included and such 'A' and 'B' number shall be determined as follows:-
    - (i) Direct Interconnection – TSOIP Network to PSTN Fixed Number  
Physical location of 'B' number and handover POI
    - (ii) Direct Interconnection – Fixed Network to Mobile Network  
Registered 'B' number and handover POI
    - (iii) Direct Interconnection – Mobile Network to TSOIP Network  
Allocated 'B' number and handover POI
    - (iv) Direct Interconnection – Fixed Network to TSOIP Network

Allocated 'B' number and handover POI

- (v) Direct Interconnection – TSOIP Network to TSOIP Network

Allocated 'B' number and handover POI

- (vi) Direct Interconnection – PSTN Fixed Network to PSTN Fixed Number

Physical location of 'B' number and handover POI

- (vii) Direct Interconnection – Mobile Network to PSTN Fixed Number

Physical location of 'B' number and handover POI

- 5.1.3 (a) If the Invoicing Operator is unable to submit an Invoice for actual charges for any Facilities and/or Services supplied in a Billing Period, then the Invoicing Operator may issue to the Invoiced Operator an Invoice for a provisional amount based on the last Invoice (“**Provisional Invoice**”) provided that the amount of the Provisional Invoice is no more than the average of the most recent three (3) Invoices. Where there have not been three (3) past Invoices for access to the Services, the Invoicing Operator may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. If no Invoice has previously been issued in respect of a Service, the Invoicing Operator may issue a Provisional Invoice based on the Invoiced Operator’s available records for any period of time within the Billing Period, calculated according to the following formula:

$$\frac{[\text{Total Charges payable as recorded}]}{[\text{Number of days recorded}]} \times [\text{Number of days in Billing Period}]$$

- (b) The Invoiced Operator shall pay the Provisional Invoice by the Due Date. Where the Provisional Invoice is issued, within the next two (2) months or such other time period as may be agreed in the Access Agreement (“**Adjustment Period**”), the Invoicing Operator must issue an Invoice for the actual amount due for access to the relevant Facilities and/ or Services. If an adjustment is not made within the Adjustment Period, the Invoiced Operator shall treat the Provisional Invoice as the actual Invoice.
- (c) The Invoicing Operator may issue the Provisional Invoice for a period of not more than three (3) successive Billing Periods.

- 5.1.4 (a) If the actual amount for a particular Billing Period is higher than the amount stated in the Provisional Invoice for the Billing Period, then the Invoiced Operator will pay

in full such difference (free of interest) within thirty (30) days from the receipt of the invoice to the Invoicing Operator.

- (b) If the actual amount for a particular Billing Period is lower than the amount stated in the Provisional Invoice for the same Billing Period, the Invoicing Operator will reimburse in full such difference free of interest by issuing a credit note within thirty (30) days of the adjustment of the Provisional Invoice. Such credit note must be forwarded to the Invoiced Operator together with the relevant monthly statement of the actual interconnect usage.

5.1.5 Where appropriate, any taxes (including goods and services tax), duties or other imposts (as at the date of this Maxis RAO or imposed after the date of this Maxis RAO) shall be added to all or any Charges under this Maxis RAO and be paid by the Operator responsible for making such payment.

## 5.2 Terms of payment

5.2.1 (a) The Invoiced Operator must pay any amount due and owing to the Invoicing Operator by the Due Date unless otherwise agreed in writing by both Operators.

- (b) The Invoiced Operator to whom any Facilities and/or Service is provided under this Maxis RAO must pay the Invoicing Operator the applicable rates and charges, and on the terms and conditions set out or referred to, as the case may be, in this Maxis RAO.

5.2.2 All payments:

- (a) must be paid by electronic transfer to the Invoicing Operator or by cheque to the nominated account(s) of the Invoicing Operator;
- (b) must be accompanied by such information which is reasonably required by the Invoicing Operator to properly allocate payments received, failing which the Invoicing Operator shall have the absolute discretion to allocate payments received to any amounts due and payable; and
- (c) unless otherwise agreed by the Operators, shall not be subject to any set-offs except where the Invoiced Operator is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid.

5.2.3 (a) Subject to **Condition 5.2.3(b)**, all invoices shall be stated in Ringgit Malaysia and payment must be made in Ringgit Malaysia; and

- (b) For invoices stated in foreign currency or other agreed forms in respect of Charges incurred for the utilisation of a foreign network, payment for such invoices shall be made in the currency nominated unless otherwise agreed.
  
- 5.2.4 It is hereby expressly agreed that the Invoicing Operator is entitled to the payment of interest without prejudice to any other rights of the Invoicing Operator. Interest on due and unpaid amounts is payable (as well as before judgment and after judgement) at the rate of two percent (2%) per annum above Malayan Banking Berhad Base Rate (BR) calculated daily from the Due Date until the date of actual payment. Payments which are overdue by more than two (2) months days will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad BR (as well before judgment and after judgement) calculated from the Due Date until the date of receipt by the Invoicing Operator of full payment. For clarification, an Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith. Further, the BR rate to be used shall be the published rate prevailing on the date of payment.
  
- 5.2.5 Where interest in respect of any due and unpaid amount is due to the Invoicing Operator under **Condition 5.2.4**, the Invoicing Operator may add the amount of such interest to its next invoice.
  
- 5.2.6 If either Operator discovers an error in an invoice given to the Invoiced Operator under this **Section 5**, it must notify the other Operator. The Invoicing Operator which made the error must make the necessary adjustment to correct that error (including adjusting any interest erroneously charged) within one (1) month of notification.
  
- 5.2.7 The Invoicing Operator may include omitted or miscalculated Charges from an earlier Invoice in a later Invoice, or issue an Invoice for Charges which have not been invoiced provided that the Invoicing Operator is able to substantiate the Charges to the Invoiced Operator and :
  - (a) with respect to Charges for Interconnect Traffic, the such inclusion, or amendment or issuance is made within:-
    - (i) three (3) months from the end of the Billing Period in which the omitted or miscalculated Charges for Interconnect Traffic should have been included.;  
or
    - (ii) three (3) months from the end of the Billing Period in which the Call Communication were made or other service provided, if there was no relevant original Invoice for Interconnect Traffic; and

- (b) with respect to any other Charges (other than Charges for Interconnect Traffic), the inclusion or amendment is made within three (3) months from the end of the Billing Period for the Facilities and/or Services provided.

5.2.8 Notwithstanding anything to the contrary, the Invoicing Operator shall be entitled to deduct or withhold such taxes, duties, levies or such other sums imposed by such governmental authorities (“Said Taxes”) from any sum or sums due to the Invoiced Operator in the event the Invoicing Operator is required by law to pay the Said Taxes for and on behalf of the Invoiced Operator.

### 5.3 Security Sum

5.3.1 The Access Seeker shall have deposited the Security Sum as security for the performance of the Access Seeker’s payment obligations under this Maxis RAO prior to the execution of this Maxis RAO. The amount of the initial Security Sum shall be based on the Minimum Value. For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts to the Access Provider as they become due and payable, nor does it constitute a waiver of the Access Provider’s right to suspend, disconnect, or terminate the relevant Facilities and/or Services due to non-payment of any sums due or payable to the Access Provider.

5.3.2 (a) The Access Provider shall be entitled, from time to time, to revise the Security Sum in any of the following event:-

- (i) where, the amount of the Security Sum is less than the Minimum Value;
- (ii) where, in the opinion of the Access Provider, there is a material adverse change in circumstances in relation to the Access Seeker’s creditworthiness. For clarification, material change in circumstances includes, failure to pay on the Due Date in respect of three (3) Invoices rendered in the preceding six (6) months, so long as those amounts have not been disputed in good faith. Revisions made by the Access Provider to the Minimum Value shall be notified in writing to the Access Seeker and, where revisions are based on this sub-clause (ii) only, shall set out the method of calculation and basis of determination of the Minimum Value. The Access Seeker shall be entitled to seek and obtain clarifications to the notifications of revision to the Minimum Value; and/or
- (iii) upon the provisioning of new or additional Facilities and/or Services to the Access Seeker, to ensure that the Security Sum is equivalent to the Minimum



Value after taking into consideration the estimated value of new or additional Facilities and/or Services provided or to be provided over six (6) months.

- (b) Where the amount of the Security Sum is, at any time, less than the Minimum Value (including when a demand has been made by the Access Provider) determined in accordance with **Condition 5.3.2(a)**, the Access Seeker shall within twenty-one (21) Business Days from the written request of the Access Provider, deposit a new security equivalent to the revised Minimum Value.
- 5.3.3 (a) The Security Sum deposited by the Access Seeker with the Access Provider shall only be used for the purposes set out in **Condition 5.3.1**. The Access Provider may at its discretion call upon the Security Sum at any time after the Due Date (if payment has not been made by the Access Seeker) or upon a breach of the Access Seeker's payment obligations (other than that due to disputes in good faith) or in the event of any fines or penalties by authorities imposed on the Access Provider due to the default, breach or negligence of the Access Seeker, subject to the limitation on liability stipulated in **Section 9** of this Maxis RAO (except for non-payment).
- (b) Upon termination of this Maxis RAO the Access Provider shall immediately in writing unconditionally waive its rights under any guarantee provided as Security Sum in respect of future performance (from the date of termination) of this Maxis RAO by the Access Seeker if any, since this Maxis RAO has been terminated. However, the guarantee shall remain in full force in respect of any antecedent breaches under this Maxis RAO,

without prejudice to the rights and remedies of the Access Provider under this Maxis RAO (including the right to claim for any or all amounts due and payable under this Maxis RAO and/or to call upon the Security Sum) and/or under law.

- 5.3.4 An Access Provider shall only vary the amount and type of any security requirements imposed on the Access Seeker:
- (a) a maximum of once in any twelve (12) month period;
  - (b) if there is a material increase in the credit risk to the Access Provider due to changes in **Subsection 3.3** of this Maxis RAO; or
  - (c) If the Access Provider determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

If amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Operator for the purpose of **Subsection 5.3.4(b)** above.

5.3.5 An Access Provider may request additional or substitute security from the Access Seeker, in a manner consistent with **Section 3** and **Section 5** of this Maxis RAO, if the Access Seeker was making a new Access Request under **Section 3** of this Maxis RAO.

5.3.6 The Access Provider shall not impose any security requirements on an Access Seeker unless the Access Provider determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.

**5.4 Billing Disputes**

5.4.1 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in **Section 12** of this Maxis RAO.

5.4.2 With respect to Charges for Interconnect Traffic only, the Operators agree that where there is a discrepancy in:-

(a) the call data, whether in the number of calls or duration of calls; or

(b) the amounts payable,

in an Invoice for a particular traffic month, a variance of up to two per cent (2%) of the total Charges for Interconnect Traffic shall be acceptable and shall not be subject to a billing dispute provided that such discrepancy is not a result of an error in charging principles or applicable rates.

5.4.3 For the avoidance of doubt, the Invoiced Operator shall not use the dispute resolution procedure in **Section 12** of this Maxis RAO to avoid or delay payment due to the Invoicing Operator where there is no genuine dispute.

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**SECTION 6 - AUDITS**

- 6.1 Where the Operators agree to a joint investigation pursuant to Condition 12.6.12, either Operator may at any time after the Effective Date request an audit of the other Operator's call data, and the other Operator will facilitate and provide access upon reasonable notice for such audit to be carried out by an independent auditor agreed upon by the Operators and an audit certificate provided. The cost of such an audit will be agreed and equally shared by the Operators. Audits cannot be conducted more frequently than at six (6) month intervals unless the requesting Operator pays the entire cost of the audit.
- 6.2 If the other Operator is not satisfied with the result of the audit conducted under **Subsection 6.1 ("First Audit")**, then the other Operator may appoint its own auditor, at its own cost, to conduct an audit to verify the data ("**Second Audit**"). If either Operator is dissatisfied with the results of either Audit or there is a discrepancy between the results of the First Audit or Second Audit or the interconnect usage report, then this matter may be resolved by jointly appointing a third auditor in the manner set out in **Subsection 6.3**. The cost of the third audit shall be borne by the Operators equally and the results of the third audit shall be final and binding. Hence, the dispute resolution procedures set out in **Section 12** shall not apply to this **Section 6**.
- 6.3 The independent auditor shall be appointed by both Operators within thirty (30) days from the date of the request of the audit ("**appointment date**"). Failing agreement on the independent auditor abovementioned, another auditor will be appointed by an independent third party (the Director of the Kuala Lumpur Regional Centre for Arbitration) within thirty (30) days from the appointment date. The results of the audit shall be final and binding.

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## SECTION 7 - INTELLECTUAL PROPERTY RIGHTS

- 7.1 An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. An Operator must not use such Intellectual Property or information for the development or marketing of other communication services or Equipment by that Operator, its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, or third parties
- 7.2 All right, title and interest in and to any:
- (a) Intellectual Property (in relation to matters which are the subject of this Maxis RAO) developed or to be developed vests in the Operator who developed that Intellectual Property or for whom that Intellectual Property was developed by a third person; and
  - (b) improvements to or adaptations, versions or modifications of Intellectual Property (in relation to matters which are the subject of this Maxis RAO) vest in the Operator who developed that Intellectual Property or on behalf of whom that Intellectual Property was developed.
- 7.3 The Operators will negotiate arrangements (including in respect of title) concerning Intellectual Property jointly developed in the course of performing or otherwise in connection with this Maxis RAO.
- 7.4 Each Operator shall licence to the other Operator on a royalty-free basis, all Intellectual Property rights necessary for the on-going operation of this Maxis RAO and the interoperability of the Operators' Networks but shall be subject to any relevant third party licences. The Operators agree that such Intellectual Property rights accorded to them shall only be used for purposes of this Maxis RAO unless otherwise agreed in writing.
- 7.5 Each Operator ("**Indemnifying Operator**") shall indemnify the other Operator ("**Innocent Operator**") against all liability or loss arising directly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the Innocent Operator of the rights of a third party arising from use by the Innocent Operator of Intellectual Property disclosed or licensed by the Indemnifying Operator under this Maxis RAO provided that:
- (a) the Innocent Operator notifies the Indemnifying Operator without undue delay of any claim which would fall within the scope of this **Subsection 7.5**, and provide the Indemnifying Operator with all information which it may have in relation to such claim; and

- (b) the Innocent Operator turns over to the Indemnifying Operator sole and exclusive control of defending or settling the claim, subject to the Innocent Operator having the right to be represented by counsel of its choice at its own expense and to participate in, and be kept informed of the status of such claim. If the Indemnifying Operator should fail to defend or settle the claim, the Innocent Operator shall have the right to do so without prejudice to any claim the Innocent Operator may have against the Indemnifying Operator for indemnity pursuant to this Clause; and
- (c) the Innocent Operator fully cooperates with the Indemnifying Operator on the claim, including its defense and settlement.

7.6 This indemnification will represent the only remedy and form of compensation available to the Innocent Operator in relation to the infringement of Intellectual Property licensed or disclosed by the Indemnifying Operator under this Maxis RAO.

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## SECTION 8 – CONFIDENTIALITY OBLIGATION

8.1 All Information relating to or arising from this Maxis RAO and all matters contemplated herein shall be treated as Confidential Information by the Receiving Party.

**“Confidential Information”** of an Operator means all information, contract terms, know-how, ideas, concepts, technology and/or technical information, manufacturing processes, industrial, business, operations, financial conditions, customers’ information, pricing, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form), personal data as defined under the Personal Data Protection Act 2010 and all information of any kind relating to either Operator, their respective shareholders and/or related or associated companies or corporation which are disclosed, submitted or howsoever made available, either directly or indirectly by or on behalf of one Operator to the other or to their personnel relating to or developed in connection with or in support of the business of the Operator, whether before or after the date of this Maxis RAO.

8.2 Disclosure of Confidential Information to the Operator’s advisers, consultants, employees, subsidiaries, holding or related companies, is permitted only if necessary and on a need to know basis for the purpose of performing the Operator’s obligations under this Maxis RAO and provided that the undertaking of confidentiality shall extend to such parties.

8.3 The Receiving Party hereby undertakes to protect the Confidential Information of the Disclosing Party using, not less than the standard of care with which it treats its own Confidential Information, but in no event less than reasonable care, to prevent unauthorised use or disclosure of such information.

8.4 Except as otherwise provided in this Maxis RAO, a Receiving Party may disclose the Confidential Information of the other Disclosing Party which information:-

- (a) is or becomes part of the public domain (other than through any breach of this Maxis RAO); or
- (b) is received by the Receiving Party from a third person without a duty of confidentiality being owed by the Receiving Party to the third person, except where the Receiving Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the disclosing Operator; or
- (c) has been independently developed by another party; or
- (d) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other

relevant authority, including a recognized stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure; or

- (e) is required to be made on a need to know basis to any investor or potential investor, financier or potential financier in connection with:
  - (i) an investment or potential investment; or
  - (ii) funding or potential funding for the Operator or a corporation that is deemed related to such Operator within the meaning of section 7 of the Companies Act, 2016 and such investor or potential investor or financier or potential financier, as the case may be, is bound by confidentiality obligations.

8.5 The Operators' obligations of confidentiality herein shall survive the expiration or termination of this Maxis RAO.

8.6 Each Operator shall keep confidential all Confidential Information of the other Operator which:

- (a) is disclosed, communicated or delivered to it by an Operator pursuant to this Maxis RAO; or
- (b) comes to its knowledge or into its possession in connection with this Maxis RAO,

in accordance with the Confidentiality Agreement.

8.7 The Operators agree that the terms and conditions of this Maxis RAO shall be kept confidential in accordance with the Confidentiality Agreement.

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## SECTION 9 - LIABILITY AND INDEMNITY

### 9.1 General Principle

9.1.1 Save to the extent that another provision of this Maxis RAO expressly provides for (or expressly excludes or limits) a remedy, a liability or a form of compensation in relation to an act, omission or event, this clause shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach or any other cause) of an Operator to the other Operator under and in relation to this Maxis RAO and in relation to any act, omission or event relating to or arising out of this Maxis RAO.

### 9.2 Insurance

9.2.1 Without limiting or reducing each Operator's liability and responsibility as contained elsewhere in this Maxis RAO, each Operator shall procure and maintain the following insurances applicable to its operations with respect to and for the duration of this Maxis RAO provided that the Operators shall not be required to maintain additional insurances beyond that mentioned in **paragraphs (a) and (b)** below:

- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by this Maxis RAO; and
- (b) Comprehensive General Liability Insurance or Public Liability Insurance in excess of Ringgit Malaysia Twenty Million (RM 20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with this Maxis RAO.

### 9.3 Damage to property

9.3.1 Either Operator ("**defaulting Operator**") shall indemnify and hold the other Operator safe and harmless from and against all costs, expenses and claims relating to damage to or destruction or loss of all or any property beneficially and/or absolutely owned by the other Operator arising out of any act or omission of the defaulting Operator, its servants or agent in so far as such damage, destruction or loss arises out of or in the course of or by reason of the carrying out any works for or in relation to the Services or providing the Communications Services.



9.4 **Death and personal injury**

9.4.1 Subject to **Condition 9.6.4**, the defaulting Operator shall be absolutely liable for, and hereby indemnifies the other Operator from and against all costs, expenses and claims in respect of all injuries to, including the death of any and all employees of the other Operator arising out of any act or omission of the defaulting Operator, its servants or agent.

9.5 **Third person indemnity**

9.5.1 Subject to **Condition 9.6.4**, the defaulting Operator shall indemnify and hold the other Operator safe and harmless from and against all costs, expenses and claims in respect of:-

(a) all injuries to, including death of; and/or

(b) loss of or damage to property of,

third parties arising out of or in connection with or in the course of or by reason of the defaulting Operator's breach or when due to any acts, omission or default of the defaulting Operator, its servants and/or agents in the carrying out of any works for or in relation to the Facilities and/or Services or in providing the Communications Services.

9.6 **Liability**

9.6.1 Neither Operator excludes liability for death or personal injury attributable to its own negligence or the negligence of its servants and agents.

9.6.2 Subject to **Conditions 7.4 and 9.5**, either Operator shall not be liable to the other Operator or any other third party including the Customers of the Operator and shall not indemnify the other Operator for any claims, proceedings or actions brought or made by a third party against the other Operator, howsoever arising, including :

(a) the lack of or loss or interruption or any delays to access, interconnection transmission or otherwise; and

(b) any claims, proceedings or actions brought or made against the other Operator by any person pursuant to a contractual relationship with the other Operator.

9.6.3 Notwithstanding **Conditions 9.3.1 and 9.5.1**, an Operator shall not be liable for damage to property due to hacking and the transmission of malicious codes and/or programs by third parties (other than its employees, agents, servants, contractors and/or other persons under its control) provided that presently available security solutions and anti-virus solutions have been put in place by the Operator.

9.6.4 Subject to **Condition 9.6.1**, in no event will either Maxis' or the Access Seeker's liability under this Maxis RAO exceed, Ringgit Malaysia Twenty Million (RM 20,000,000.00) only per event for any accident or occurrence, in connection with this Maxis RAO. The limitation of liability set out in this **Condition 9.6.4** shall not apply to obligations and/or liabilities relating to death, personal injury, damage to property, intentional default, amount due and payable under an Invoice, breach of confidentiality, fraud and to the indemnification obligations set out in **Subsection 7.4** of this Maxis RAO relating to breach of Intellectual Property rights.

9.7 **Exclusion of warranties**

9.7.1 Except as expressly set out in this Maxis RAO, all representations, conditions and warranties (whether express or implied, statutory or otherwise) including any implied warranty of merchantability, implied warranty of fitness for a particular purpose, implied warranty of non-infringement and implied warranty arising out of the course of dealing, custom or usage of trade with respect to any service provided by either Operator are expressly negated and excluded. The warranties set forth in this Maxis RAO are the only warranties made by each Operator and will not be enlarged or diminished without that Operator's approval.

9.7.2 In no event will either Operator be liable to the other Operator or any other person for special, exemplary, indirect loss of profits, loss of business, loss of use of data or special, exemplary, indirect, incidental, consequential or punitive damages of any kind for any reason, including the breach of this Maxis RAO or any termination of this Maxis RAO, whether such liability is asserted on the basis of contract, equity, tort (including negligence and strict liability) or otherwise, even if either Operator has been advised of the possibility of such damages. The essential purpose of this provision is to limit the potential liability of each Operator arising out of this Maxis RAO.

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**SECTION 10 – TERMINATION AND SUSPENSION**
**10.1 Terms of Maxis RAO**

10.1.1 This Maxis RAO shall only take effect on the Effective Date and shall remain in force until the termination of this Maxis RAO.

10.1.2 An Operator shall, unless otherwise required by the Access Seeker, enter into the Access Agreement with a term of no less than five (5) years from the date of execution of the Access Agreement.

10.1.3 Unless otherwise agreed by the Operators in an Access Agreement, and subject to the Access Provider not being able to provide access as a result of Force Majeure, the Access Provider shall only require the Access Seeker to acquire access to individual Facilities and/or Services under the Access Agreement for a minimum period as follows:

Facilities and/or Services	Minimum Term
Access Services (e.g. originating and terminating access)	No minimum term
Transmission Services	Twelve (12) months or Twenty-four (24) months (at the Access Provider's discretion)
HSBB Network Services	Twenty-four (24) months
Facilities access e.g. Infrastructure Sharing and Network Co-Location.	Three (3) years

Upon expiry of the relevant minimum term, an Access Seeker can terminate the Access Agreement at any time without penalty for early termination, provided that the Access Seeker provides three (3) months' notice to the Access Provider.

**10.2 Termination circumstances and notice**

(a) An Access Provider ("**Notifying Operator**") may terminate this Maxis RAO or part thereof if:-

- (i) the Access Seeker ("**Defaulting Operator**") fails to remedy a breach of a material obligation under this Maxis RAO (including the events specified in **Condition 10.2(a)(i) to (vii)**) within one (1) month of receiving a notice of breach from the Notifying Operator;

- (ii) a winding up order has been made against the Defaulting Operator and the order remains or will remain in effect for a continuous period of thirty (30) days;
  - (iii) an order is made or an effective resolution is passed, for the reconstruction and amalgamation of the Defaulting Operator or otherwise under Section 366 of the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution remains or will remain in effect for a continuous period of sixty (60) days;
  - (iv) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the Defaulting Operator;
  - (v) a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Defaulting Operator;
  - (vi) the Defaulting Operator fails to remedy breaches of any laws, regulations, rules or standards which has a material adverse effect on the Notifying Operator or this Maxis RAO or the provision of Facilities and/or Services, within thirty (30) days of receiving a notice of breach from the Notifying Operator; or
  - (vii) a Force Majeure, substantially and adversely affecting the ability of an Operator to perform its obligations to the other Operator under this Maxis RAO, continues for a consecutive period of more than ninety (90) days.
- (b) Upon the occurrence of the events set out in **Subsection 10.2** above or where a breach is incapable of remedy, and subject to the provision of **Subsection 10.4** below, the Notifying Operator may terminate this Maxis RAO by issuing a termination notice to the Defaulting Operator and this Maxis RAO shall terminate in accordance with the terms of the termination notice and any direction(s) by the Commission.

### 10.3 Suspension circumstances and notice

- (a) The Notifying Operator may, without liability, **suspend**, to the extent necessary, access to its Facilities and/or Services where:
  - (i) the Defaulting Operator fails to remedy a breach of a material obligation under this Maxis RAO within one (1) month of receiving a notice of breach from the Notifying Operator;
  - (ii) the Defaulting Operator fails to remedy breaches of any laws, regulations, rules or standards, which has a material adverse effect on the Notifying

- Operator or this Maxis RAO or the provision of Facilities and/or Services within one (1) month of receiving a notice of breach from the Notifying Operator;
- (iii) the Defaulting Operator fails to remedy any fault or condition, that causes the Defaulting Operator's Facilities to materially and adversely affect the normal operation of the Notifying Operator's Network, or are a material threat to any person's safety;
  - (iv) the Defaulting Operator fails to remedy any condition, that causes the Defaulting Operator's Facilities or supply of a network service to pose an imminent threat to life or property of the Notifying Operator, its employees or contractors;
  - (v) the Defaulting Operator fails to remedy any fault or condition in the Defaulting Operator's Facilities that cause material, physical or technical harm to any Facilities of the Notifying Operator or any other person;
  - (vi) the Defaulting Operator fails to settle any three (3) outstanding Invoices due to the Notifying Operator in accordance with **Section 5** of this Maxis RAO;
  - (vii) subject to **Condition 13.1.1**, where Force Majeure applies; or
  - (viii) where the Access Seeker has failed to provide or renew the Security Sum as required under **Section 3** and **Section 5** of this Maxis RAO.
- (b) Upon the occurrence of the events set out in **Subsection 10.3** above and subject to the provision of **Subsection 10.4** below, the Notifying Operator may suspend access to its Facilities and/or Services by issuing a five (5) Business Days' suspension notice to the Access Seeker including reasons prior to suspending the Facilities and/or Services. The suspension of access to the Notifying Operator's Facilities and/or Services shall take effect in accordance with the terms of the suspension notice.
- (c) During the period of suspension, the Notifying Operator shall be entitled to charge the Defaulting Operator for all fixed periodic Charges in respect of the Facilities and/or Services, provided that, where a suspension is due to Force Majeure, the fixed periodic Charges for the Facilities and/or Services affected by the Force Majeure only will not be charged. The Defaulting Operator shall be solely responsible for any loss, costs, damages or expenses which the Defaulting Operator may incur or suffer during the period of suspension.

#### 10.4 Notices to the Commission

(a) Where the Notifying Operator seeks to terminate this Maxis RAO (or part thereof) or suspend or seeking to materially vary, to the extent necessary, access to Facilities and/or Services on any grounds including those specified in:-

(i) **Conditions 10.2 (a)(i) to (vii)** with respect to termination; and/or

(ii) **Conditions 10.3 (a)(i) to (viii)** with respect to suspension,

the Notifying Operator shall first notify the Commission (such notification to be copied immediately to the Defaulting Operator) in writing of such action and specify the reasons for such action ("**Notice to the Commission**").

(b) If the Commission notifies the Notifying Operator that the Notifying Operator is permitted to:-

(i) terminate this Maxis RAO (or part thereof); or

(ii) suspend access to the Facilities and/or Services,

the Notifying Operator may, issue a termination or suspension notice to the Defaulting Operator and this Maxis RAO shall terminate or access to Facilities and/or Services shall suspend (as the case may be) in accordance with the terms of the notice.

(c) The Commission will endeavour to respond to the Access Provider's notice within ten (10) Business Days or such other period that the Commission considers is reasonable.

(d) The Access Provider must not give effect to the proposed termination, suspension or material variation unless the Access Provider has received written consent from the Commission to such termination, suspension or material variation.

(e) The Operators shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, as a results of termination and/or suspension of the Facilities and/or Services. This includes providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.

10.5 Subject to **Condition 10.4**, the issuance of a suspension notice shall not in any way prejudice or prevent the Notifying Operator from exercising its right to issue a termination notice under **Condition 10.2**.

10.6 In the event the Notifying Operator suspends access to Facilities and/or Services by reason of the Defaulting Operator's failures set out in **Condition 10.3**, the Notifying Operator must reinstate access to Facilities and/or Services upon the Defaulting Operator remedying its failure or at the redirection of the Commission.

10.7 Notwithstanding **Condition 10.4**, in the event that:-

- (a) an Operator's Licence(s) is terminated, cancelled or suspended and the Operator is not immediately granted another Licence(s) of that type (where a License of that type or another Licence is required); or
- (b) there are any change in law or regulation which renders this Maxis RAO or access to any Facilities and/or Services unlawful,

this Maxis RAO or part thereof shall terminate in so far as this Maxis RAO or part thereof is affected by the termination of an Operator's Licence(s) or change in law or regulation. However, other obligations under this Maxis RAO which are not affected by such events shall remain in force. The Operators shall meet within five (5) Business Days of the affected Operator notifying the other Operator of the events specified in paragraphs (a) or (b) above, review the Maxis RAO to ascertain whether access to the Facilities and/or Services are lawful and may be provided on different terms which are mutually agreeable by both Operators.

10.8 Notwithstanding anything to the contrary, in the event an Operator breaches any of its obligations under this Maxis RAO, the other Operator shall, without prejudice to any of its rights and remedies under this Maxis RAO and under law, have the absolute discretion to immediately seek urgent interlocutory action which shall include:-

- (a) preventing such further breaches from occurring;
- (b) preventing the continuation of the said breach; and/or
- (c) requiring the Operator in breach to comply with their obligations under this Maxis RAO,

without the necessity of first exercising any of its rights herein. For the avoidance of doubt, **Subsections 10.2, 10.3, 10.4 and Section 12** shall not preclude the other Operator from immediately seeking urgent interlocutory action under this **Subsection 10.8**.

10.9 If, after the termination or expiry of this Maxis RAO in whole or in part:

- (a) an Operator ("**requesting Operator**") gives the other Operator written notice requesting the other Operator to carry out necessary disconnection works and to

return any equipment or facilities of the requesting Operator or a third person installed by or for the requesting Operator; and

- (b) the other Operator has failed to comply with the request in (a) above, the requesting Operator may enter the premises of the other Operator on reasonable notice for the purposes of carrying out any necessary disconnection works and repossessing any such equipment and facilities. The other Operator on whose premises such equipment or facilities were installed is responsible for compensating the requesting Operator for any such equipment or facility which is not delivered up in good condition (fair wear and tear excepted) and for making good all the damage to the requesting Operator's premises, if the equipment or facilities of the other Operator are in the requesting Operator's premises or under the requesting Operator's care. The other Operator shall indemnify the requesting Operator in respect of any damage thereby caused to the premises, equipment and facilities of or under the care of the requesting Operator.

10.10 Upon termination of this Maxis RAO or part thereof:

- (a) subject to Condition 10.10 (b) below the Access Provider shall refund to the Access Seeker within sixty (60) days all amounts paid in advance in respect of Facilities and/or Services to the extent that the amount (or part of the amount calculated on a pro-rata basis) relate to the period after the effective date of termination; and
- (b) the Access Seeker shall immediately pay all amounts due to the Access Provider for the provision of Facilities and/or Services prior to and up to the effective date of termination.

For the avoidance of doubt, the Access Provider shall be entitled to claim for all Charges arising during an applicable minimum contractual period provided under this Maxis RAO notwithstanding that the provision of Facilities and/or Services was terminated prior to the expiry of the applicable minimum period save that where the provision of Facilities and/or Services is terminated due to Force Majeure, the minimum charge for Services affected by the Force Majeure shall not be applicable during the period of Force Majeure.

10.11 Without prejudice to the Access Provider's rights and remedies under this Maxis RAO and/or law, upon termination of this Maxis RAO or suspension of access to Facilities and/or Services, the Access Provider shall not be entitled to penalise the Access Seeker with a penalty with respect to the provision of Facilities and/or Services. Nothing in this **Condition 10.11** shall prejudice, limit or negate the rights and remedies of the Access Provider under this Maxis RAO or law to seek redress or claim damages, cost and expenses for breach of this Maxis RAO by the Access Seeker, to enforce its right of indemnities, to claim interest and generally to enforce its rights and remedies.



- 10.12 Termination or expiry of this Maxis RAO, in whole or in part, does not operate as a waiver of any breach by an Operator of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Operator which have accrued up to the date of the termination or expiry, including a right of indemnity.
- 10.13 Where continued operation of this Maxis RAO or access to any Network, Facilities and/or Services provided under it is or will be unlawful (as a result of legislative change), the Access Seeker and the Access Provider must meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Network, Facilities and/or Services may be provided by the Access Provider on different terms and conditions. If the parties cannot agree to the provision of access on different terms and conditions, the Access Provider may terminate the provision of access to the relevant Network, Facilities and/or Services.
- 10.14 If the parties to this Maxis RAO adopt the terms and conditions specified in an access undertaking that has been registered with the Commission in accordance with the Act, the parties must notify the Commissions within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of this Maxis RAO will continue in force for the remainder of the term of this Maxis RAO, even if the access undertaking is withdrawn or expires prior to expiry of that term.
- 10.15 The Access Provider shall:
- (a) within two (2) months of termination of this Maxis RAO refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker to the Access Provider have been paid; and
  - (b) immediately upon termination of this Maxis RAO, unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to the Access Provider as at the date of termination.
- 10.16 Post-termination fee**
- 10.16.1 An Access Provider shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Facilities and/or Services provided under it except:
- (a) charges invoiced in arrears and not yet paid; or
  - (b) charges arising during an applicable minimum contractual period (as described in **Subsection 10.1.3** of this Maxis RAO) provided that:

- i. such charges must be reduced to reflect any cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
- ii. the Access Provider must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under **Subsection 10.16.1(b)i** above.

10.17 Upfront charges refund

10.17.1 On termination of an Access Agreement or access to any Facilities and/or Services provided under it, the Access Provider shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part of the amount calculated on a pro-rata basis) relate to the period after the date of effect of such termination.

10.18 Deposits and guarantees

10.18.1 Notwithstanding the obligation in subsection 10.17.1 of this Maxis RAO, the Access Provider shall:

- (a) Within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker to the Access Provider have been paid; and
- (b) Immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to the Access Provider as at the date of termination.

## SECTION 11 - REVIEW

11.1 Subject to **Condition 11.4**, if:-

- (a) the Minister issues a direction or determination relating to the subject matter of this Maxis RAO;
- (b) the Commission issues a direction or determination relating to the subject matter of this Maxis RAO;
- (c) there are any amendment, changes or modifications to the Act, its subsidiary legislation and the instruments issued thereunder, including the Access Pricing Determination and the MSA Determination and the Access List Determination, which relates to the subject matter of this Maxis RAO;
- (d) enactment of new laws and regulations which relates to the subject matter of this Maxis RAO;
- (e) the registration, Determination, promulgation, issue, amendment or replacement of any industry code with which an Operator is required or obliged to comply;
- (f) if a condition of an Operator's Licence is amended or deleted or a new condition is imposed which relates to this Maxis RAO; or
- (g) by agreement of each of the Operators,

the Operators agree to review this Maxis RAO as soon as practicable in good faith. Where the changes referred to in **paragraphs (a) to (g)** above affect this Maxis RAO, the Operators shall negotiate, as soon as practicable and in good faith, such amendments to this Maxis RAO as are necessary or appropriate to ensure compliance with such changes.

11.2 If after the date hereof,

- (i) any change in, or the introduction of, any law, regulation or regulatory requirement; or
- (ii) any direction, request or requirement, of any central bank, monetary, regulatory or other authority,

results in currency control that will increase the cost to, or impose an additional cost on, either Operator in making or keeping its Network and Facilities available, or maintaining its Network and Facilities, then either Operator will be entitled to request for a review of the

Charges which are affected by it and the Operators will in good faith negotiate any amendments to this Maxis RAO.

11.3 The obligation to negotiate set out in **Conditions 11.1 and 11.2** commences promptly after delivery of a notice from one Operator to the other Operator setting out in reasonable detail, the amendments sought.

11.4 (a) If a Facility and/or Service is removed from the Access List pursuant to a revocation or an amendment to the Access List:

(i) the Access Provider may, at its discretion and by giving notice to the Access Seeker:

(A) terminate or withdraw that network facility or network service; or

(B) vary or modify the terms and conditions pertaining to that network facility or network service subject to mutual agreement provided always that the Operators shall, within fourteen (14) days from the date of Access Provider's notice, first discuss the variation or modification which the Access Provider proposes to adopt ("**Initial Meeting**"). Thereafter, if the Operators fail to agree on the amended terms and conditions within forty five (45) days from the Initial Meeting or such other time as may be mutually agreed in writing by the Operators, then the Access Provider shall be entitled to terminate or withdraw that network facility or network service under **Condition 11.4(a)(i)(A)** above. In such a case, the notice period referred to in **Condition 11.4(c)**, shall commence from the date of the Access Provider's notice to vary the terms. Nothing in this **Condition 11.4(a)(i)(B)** shall prevent the Access Seeker from terminating the affected network facility or network service at any time in accordance with **Condition 11.4(a)(ii)(A)**.

(ii) the Access Seeker may by giving notice to the Access Provider either:-

(A) terminate that network facility or network service; or

(B) propose to vary or modify the terms and conditions pertaining to that network facility or network service subject to mutual agreement provided always that the Operators shall, within fourteen (14) days from the date of Access Seeker's notice, first discuss the variation or modification which the Access Seeker proposes ("**First Meeting**"). Thereafter, if the Operators fail to agree on the amended terms and

conditions within forty five (45) days from the First Meeting or such other time as may be mutually agreed in writing by the Operators, the Access Seeker may terminate or withdraw that network facility or network services in accordance with **Condition 11.4(a)(ii)(A)**. Nothing in this **Condition 11.4(a)(ii)(B)** shall prevent the Access Provider from terminating or withdrawing the affected network facility or network service at any time in accordance with **Condition 11.4(a)(i)(A)**.

- (b) If there is a variation or amendment to the Access List service description of a Facility and/or Service, either Operator may propose variation or modification to the terms and conditions pertaining to that network facility or network service subject to mutual agreement provided always that the Operators shall, within fourteen (14) days, from the date of the written notice by the notifying Operator, first discuss the variation or modification proposed to be adopted ("**Preliminary Meeting**"). Thereafter, if the Operators fail to agree on the amended terms and conditions within one hundred and twenty (120) days from the Preliminary Meeting or such other time as may be mutually agreed in writing by the Operators, then either Operator may initiate the dispute resolution procedures in **Condition 12**.
- (c) The notice period given pursuant to **Condition 11.4(a)(i)(A) and 11.4(a)(ii)(A)**, shall be:-
  - (i) the period of time between the time of giving notice and the time at which the Access Provider is proposing to no longer provide the network facility or network service to itself; or
  - (ii) twelve (12) months;whichever earlier.
- (d) The notice given pursuant to **Condition 11.4(a)(i)(A)** must state any alternative network facility or network service that may be available to be provided by the Access Provider to the Access Seeker and the terms and conditions of such alternative arrangement.
- (e) The amended terms and conditions agreed between the Operators shall take retrospective effect from the date of the relevant Commission's Determination takes effect (or where none is specified, the date of the Commission's Determination was made) unless otherwise agreed.

11.5 For the avoidance of doubt:

- (a) the variation of this Maxis RAO pursuant to **Subsection 11.4** shall not be subject to the approval process required under **Condition 13.8.1(b)**; and
  - (b) the provisions of this Maxis RAO remain in full force and effect during any negotiations conducted under this **Section 11** until commencement of an agreement replacing or amending this Maxis RAO.
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## SECTION 12 – DISPUTE RESOLUTION PROCEDURES

### 12.1. Introduction

12.1.1 Subject to **Condition 12.2.3**, an Access Provider and an Access Seeker shall adopt and comply with this Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and Access Provider in relation to or in connection with the supply of any Facilities and/or Services (“**Dispute**”).

12.1.2 The following dispute resolution mechanisms are governed by this Condition:

- (a) Interconnect Steering Group; and
- (b) specific resolution of disputes, being:
  - (i) technical disputes (which must follow the procedures set out in **Subsection 12.5** if they cannot be resolved through the application of the general dispute resolution provisions in **Subsections 12.3** and **12.4**);
  - (ii) Billing Disputes, which must follow the procedures set out in **Subsection 12.6**; or
  - (iii) any other types of disputes which, if cannot be resolved through the application of the general dispute resolution provisions in **Subsections 12.2, 12.3** and **12.4**, must be referred to the Commission for resolution.

12.1.3 A Dispute between the Operators regarding any matter dealt with under this Maxis RAO shall first be attempted to be resolved by good faith negotiation between the Operators in accordance with this Maxis RAO. If the Parties to the Dispute cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Dispute by the Commission in accordance with the Section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

- (a) the Parties will not reach agreement, or will not reach agreement in a reasonable time;
- (b) the notification of the Dispute is not trivial, frivolous, or vexatious; and
- (c) the resolution of the Dispute would promote the objects of the Act.

Access Provider shall not prevent Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

12.1.4 All disputes referred to the Commission pursuant to this Maxis RAO shall be dealt with in accordance with the Act. Where the decision of the Commission is appealed in the Appeals Tribunal under the Act, the decision of the Appeals Tribunal shall be final and binding subject always to the right of judicial review contained in the Act.

## 12.2 General

12.2.1 Until expiry of the dispute resolution procedures set out herein, an Operator may not commence court proceedings relating to that Dispute, other than an application for purposes set out in **Condition 13.2.2**. Nothing in this **Condition 12.2.1** shall be construed as ousting the jurisdiction of any court.

12.2.2 An Operator shall ensure that its representatives acting in relation to a dispute are of sufficient seniority and have authority to settle a Dispute on behalf of the Operator. At the commencement of the Dispute Resolution Procedures, each Operator must notify the other Operator of the scope of the authority of each of their representatives. If in the course of the Dispute Resolution Procedures it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to a representative, an Operator may require that those matters be referred to more senior officers of that Operator who have authority to settle those matters.

12.2.3 During a dispute and any dispute resolution process invoked in accordance with this **Section 12**, an Access Provider and Access Seeker must continue to fulfill their obligations under this Maxis RAO between themselves.

12.2.4 Subject to **Condition 12.2.5**, the Operators shall exchange information of a type described in this Maxis RAO during the course of, and to facilitate, resolution of such a dispute.

12.2.5 Confidential Information of an Operator which is disclosed, and any other oral or written submissions made by an Operator or an Operator's representatives during the course of any dispute resolution process will be subject to the **Confidentiality Agreement** and the confidentiality restrictions contained in the **Section 8** and this Maxis RAO.

12.2.6 An Operator must not use information obtained under **Condition 12.2.4** or described in **Condition 12.2.5** for any purpose other than to resolve the dispute.

12.2.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert (as hereinafter defined) or the Commission, in accordance with this **Section 12**) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.



12.2.8 The costs of the arbitration are to be shared equally between the Operators, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with **Condition 12.2.7**. If an arbitrator decides not to determine the Dispute, the Operator that initiated the Dispute must pay the costs of the arbitration including the other Operator's costs thereto.

12.3 Not used.

#### 12.4 Interconnect Steering Group

12.4.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute Resolution between themselves. Either party may give written notice ("Notice") to the other party ("Receiving Party") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("ISG") and outline the details of the Dispute.

12.4.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of subsection 12.4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.

12.4.3 The Parties shall provide for:

- (a) subject areas to be dealt with by the ISG;
- (b) equal representation by the Access Seeker and the Access Provider;
- (c) chairmanship and administrative functions of the working group to be shared equally; and
- (d) formal notification procedures to the ISG.

12.4.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the ISG for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.

12.4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in subsection 12.4.4 of this Annexure, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:

- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 12.5 of this Maxis RAO); or
- (b) to the Commission for final arbitration.

## 12.5 Use of a Technical Expert

12.5.1 A dispute will only be referred to a Technical Expert if the provisions in **Subsection 12.4** have been complied with.

12.5.2 Once a dispute is referred to a Technical Expert, it may not be referred back to ISG.

12.5.3 The Technical Expert:

- (a) will be an expert appointed by agreement of the Operators or, if the Operators cannot agree, by the Commission;
- (b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communication industry;
- (c) need not be a Malaysian citizen or resident; and
- (d) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest.

### ("Technical Expert")

12.5.4 If the Operators fail to appoint a Technical Expert within ten (10) Business Days of the notice to refer a dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

12.5.5 When relying on the services of a Technical Expert, the following procedures will apply to the dispute resolution procedure of the Technical Expert:

- (a) the Operators will present written submission to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
- (b) each Operator may respond to the other Operator's submission in writing within fifteen (15) Business Days from the date of the other Operator's submission. No further submission in reply shall be made except with the Technical Expert's approval.

12.5.6 A Technical Expert hearing will be within fifteen (15) Business Days of the last written submission unless:

- (a) an Operator requests for and the other Operator agrees that the use of the Technical Expert be by documents only; or
- (b) failing agreement of the Operators, the Technical Expert decides within five (5) Business Days of the last written submission that the use of the Technical Expert be by documents only.

12.5.7 Should a Technical Expert dispute resolution procedure be held, each Operator will have the opportunity of making an oral submission. This process will be conducted in private.

12.5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Operators) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.

12.5.9 The Technical Expert will not have the power to appoint any other experts.

12.5.10 The Technical Expert will deliver his award within fifteen (15) Business Days of the conclusion of the hearing or of the last written submission where the arbitration is by documents only. A failure to comply with the time frame in this **Condition 12.5.10** does not invalidate the Technical Expert's award.

12.5.11 Every dispute referred to a Technical Expert will be considered separately so that time limits for each dispute are complied with.

12.5.12 The Technical Expert's decision will be final and binding on the Operators (in the absence of manifest error of fact or law).

12.5.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

## 12.6 Billing dispute resolution

12.6.1 An Invoicing Operator shall allow an Invoiced Operator to dispute an Invoice prepared by the Invoicing Operator if:

- (a) in the case of domestic Call Communications including International Inbound Calls, the Invoiced Operator notifies the Invoicing Operator in writing:

- (i) thirty (30) Business Days from the date of receipt of such Invoices, or
  - (ii) in relation to any Invoice for late or omitted Access Charges, within thirty (30) Business Days from the last day of the period specified in **Condition 5.2.7** (as the case may be), in which late or omitted Access Charges for a particular traffic month may be invoiced;
- (b) in the case of any other Facilities and/or Services (other than those specified in paragraph (a) above) the Invoiced Operator notifies the Invoicing Operator in writing within thirty (30) Business Days after the date of receipt of such Invoice; and

If the Invoiced Operator fails to dispute an Invoice within the specified time period above, the Invoiced Operator is deemed to have accepted the Invoice.

12.6.2 Unless otherwise agreed in writing, a Billing Dispute may only arise where the Invoiced Operator has reasonable grounds to believe that an error has arisen from one of the following circumstances:

- (a) the Invoicing Operator's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the dispute;
- (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Operator's Billing System;
- (c) there is, or has been, a fraud perpetrated by the Invoicing Operator; or
- (d) the Invoicing Operator has made some other error in respect of the recording of the Call Communications or capacity, charging principles and/or calculation of the Charges which are the subject of the Billing Dispute.

12.6.3 All Billing Dispute Notices given under this **Subsection 12.6** must specify;

- (a) the reasons for which the Invoiced Operator disputes the Invoice;
- (b) the amount in dispute;
- (c) details required to identify the relevant Invoice and charges in dispute including:
  - (i) the account number;
  - (ii) the Invoice reference number;

- (iii) the Invoice date;
  - (iv) the Invoice amount; and
  - (v) billing verification information; and
- (d) evidence in the form of the Invoiced Operator's outgoing report, indicating the relevant traffic data (e.g. call data record) which is in dispute.

#### 12.6.4 Withholding of disputed amount

- (a) The Invoiced Operator is obliged to pay the amount stated in the Invoice by the Due Date even if it disputes the amount of the Invoice. If the amount paid to date for the period pending the settlement of the dispute is higher than the amounts payable, the Invoicing Operator will issue to the Invoiced Operator a credit note for the difference ("Difference") within fourteen (14) Business Days from the date of settlement of the dispute. The Invoiced Operator may charge interest on the Difference which shall be at the rate specified in **Condition 5.2.4** of this Maxis RAO calculated from the date of payment of the Invoice to the Invoicing Operator until the date of receipt of the credit note from the Invoicing Operator.
- (b) Notwithstanding anything to the contrary, if the Operators are not able to settle the Billing Dispute within ninety (90) calendar days or such other period as the Operators may mutually agree, from the date on which the Billing Dispute Notice is received, the Invoicing Operator shall allow the Invoiced Operator to withhold the disputed amount in the subsequent Invoice issued by the Invoicing Operator for that Facility and/or Service. For the avoidance of doubt, this process will apply for every disputed Invoice for Facilities and/or Services. The Invoiced Operator agrees to make payment of the undisputed Invoices issued in respect of the Facilities and/or Services.

12.6.5 The Operators agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Subsection 12.6**.

12.6.6 If the Operators are unable to resolve any Billing Dispute within thirty (30) calendar days (or such other period as the Operators may agree) from the date on which the Billing Dispute Notice is received, either Operator may seek the consent of the other Operator to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Operator is, however, under no obligation to agree to such extension.

12.6.7 To the extent that a Billing Dispute notified under this **Subsection 12.6** involves a Billing Dispute with an international correspondent of the invoicing Operator, the dispute resolution procedures shall be suspended for a reasonable period of time pending resolution of the

dispute with that international correspondent. As a general rule, the period of suspension will not exceed one-hundred and twenty (120) consecutive days. However, the Operators recognize that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Operator must promptly inform the Invoiced Operator of the likely period required for resolution.

- 12.6.8 Once the negotiation period under **Condition 12.6.6** and any extension granted under **Condition 12.6.7** has expired, the Billing Dispute may be referred by the Invoiced Operator to the procedure described in **Condition 12.6.9** (“**Billing Dispute Escalation Procedure**”).
- 12.6.9 The Invoiced Operator may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this **Condition 12.6.9** by notifying the Invoicing Operator’s Billing Representative. Each of the Operators shall then appoint a designated representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this Maxis RAO. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives however all reasonable requests for relevant information made by one Operator to the other Operator shall be honored.
- 12.6.10 Once any Billing Dispute has been resolved to the parties’ satisfaction, any sum to be paid or repaid shall be paid by the relevant Operator within ten (10) Business Days from the date of resolution of the Billing Dispute.
- 12.6.11 Notwithstanding anything to the contrary herein, although it is the good faith intention of the Operators to use the billing dispute resolution procedures to the fullest extent to try to solve Billing Disputes, nothing in this Maxis RAO shall prevent either Operator from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 12.6.12 An Operator may request a joint investigation of Invoice discrepancies after that Operator has conducted comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Operators must agree the terms of the joint investigation, including:
- (a) the scope of the joint investigation;
  - (b) how the joint investigation will be conducted; and
  - (c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test Call Communications to the other Operator's Network.

12.6.13 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each Operator.

12.6.14 Either Operator may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.

12.6.15 If the Operators are unable to resolve any Billing Dispute after exhausting the Billing Dispute Escalation Procedure, either Operator may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

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SECTION 13 – GENERAL PROVISIONS

13.1 **Force Majeure**

13.1.1 If an Operator is unable to perform any obligation (other than an obligation to pay money) under this Maxis RAO by reason of Force Majeure and that Operator:

- (a) gives the other Operator to which the obligation is owed prompt notice of the Force Majeure with reasonably full particulars thereof and an estimate of the extent and duration of its inability to perform; and
- (b) shall continue to take all actions within its power to comply as fully as possible with the terms and conditions herein,

then that obligation is suspended insofar as it is affected by, and during the continuance of the Force Majeure.

13.1.2 If the Force Majeure continues beyond fourteen (14) days after the notice given under **Condition 13.1.1**, the Operators shall meet to discuss in good faith a mutually satisfactory resolution to the problem.

13.1.3 The requirement that a Force Majeure be removed with all possible diligence does not require the settlement of strikes, lockouts or other labour disputes or claims or demands on unreasonable terms. If a strike, lockout or other labour dispute or claim or demand principally concerns any matter the subject of this Maxis RAO, the Operator affected must so notify and consult with the other Operator.

13.2 **Governing law**

13.2.1 This Maxis RAO and the transactions contemplated by it are governed by the laws of Malaysia.

13.2.2 In the event of:

- (a) an Operator seeking urgent interlocutory relief in respect of any matter;
- (b) an Operator seeking relief in respect of the other Operator failing to comply with the dispute resolution process set out in **Section 12**; or
- (c) a Operator seeking relief in respect of a manifest error or mistake of law of the arbitrator (be it the Technical Expert or the Commission), established by the Operators pursuant to any dispute resolution procedures agreed in writing, each Operator irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Malaysia for such relief.



**13.3 Operators to act in good faith**

13.3.1 Each Operator agrees that it will act in good faith in relation to the other Operator with respect to all matters relating to or contemplated by this Maxis RAO.

**13.4 Costs and expenses**

13.4.1 The Operators agree to bear their own legal, registration and other costs incurred in relation to the preparation, negotiation and execution of this Maxis RAO and all documents contemplated by it (except where this Maxis RAO or those other documents expressly provides to the contrary). The stamp duty in respect of this Maxis RAO shall be borne by the Operators equally.

13.4.2 The Operators agree to specify all charges in an Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access Agreement except where such work is to be done on a time and materials basis in which case the Access Provider shall do such work in accordance with a quotation agreed with the Access Seeker.

**13.5 Relationship of the Operators**

13.5.1 The relationship of the Operators to this Maxis RAO is one of independent contractors only. Nothing in this Maxis RAO is to be construed as creating an agency, partnership, association, trust or joint venture between the Operators. Each Operator is responsible only for its obligations as set out in this Maxis RAO.

**13.6 Surviving obligations**

13.6.1 Termination or expiration in whole or in part of this Maxis RAO does not affect those Sections (including Sections 7, 8, 9, 10.6, 10.9 and 12) which by their nature survive termination or expiry.

**13.7 Relationship with third persons**

13.7.1 An Operator and any of its employees, agents, representatives or contractors shall not be deemed to be an employee, agent, contractor or representative of the other Operator unless the other Operator is a related body corporate of the first mentioned Operator.

13.7.2 Subject to Condition 13.7.1, no Operator has any authority to bind or oblige or incur any liability on behalf of the other Operator and no such authority is to be implied.

13.7.3 **Conditions 13.7.1 and 13.7.2** have neither the effect nor imply:

- (a) that an Operator or any of its employees, agents, representatives or contractors is the employee agent contractor or representative of the other Operator, or
- (b) that an Operator has the authority to bind or oblige or incur a liability on behalf of the other Operator,

unless the first mentioned Operator is a related body corporate of the other Operator.

13.7.4 Either Operator may advise its Customers that certain services are provided by it, but each Operator must not represent that the other Operator jointly participates in the Operator's services.

### 13.8 **Variation**

13.8.1 (a) A variation of any part of this Maxis RAO is valid if, and only if, made between and in writing subscribed by the Operators and that the variation in respect of Facilities and/or Services is registered with the Commission in accordance with the Act.

(b) Subject to **Condition 13.8.1(a)**, where the Operators agree to materially vary the Maxis RAO or access to its Facilities and/or Services, the Operators shall inform the Commission in writing of the action the Access Provider proposes to take and the reasons why such action is appropriate. This Maxis RAO or access to Facilities and/or Services shall not be varied until such reasonable time and on such reasonable conditions as the Commission may legally specify and as mutually agreed by the Operators.

(c) In this **Subsection 13.8**, a reference to a variation includes a reference to an addition, deletion, amendment, modification, alteration or other variation.

### 13.9 **Assignment**

13.9.1 No rights, benefits or obligations under this Maxis RAO may be assigned or novated by a Operator without the prior written consent of the other Operator, which consent must not be unreasonably withheld or delayed.

13.9.2 The Operators agreed that an Operator's right to assign its right under an Access Agreement prepared by it shall be reciprocal with the other Operator's rights of assignment.

### 13.10 **Remedies cumulative**

13.10.1 Subject to any clause or provision of this Maxis RAO which provides for a remedy or form of compensation to the exclusion of any other remedy or form of compensation, the rights, powers and remedies provided in this Maxis RAO are:

- (a) cumulative; and
- (b) not exclusive of the rights, powers or remedies provided by law independent of this Maxis RAO.

### 13.11 Notices

13.11.1 Subject to **Condition 5.1.1(d)**, a notice, invoice, approval, consent, request or other communication in connection with this Maxis RAO:

- (a) must be in writing;
- (b) must be left at the address of the addressee, or sent by ordinary post, registered post or licensed courier to the address of the addressee which is set out below or if the addressee notifies another address or facsimile number then to that address or facsimile number;
- (c) if intended for or originating from Maxis shall be addressed to or issued by Maxis Broadband, as the case may be; and

The address of each Operator is:

**[Access Seeker Name]:**

Attention:

Address:

**Maxis Broadband Sdn Bhd:**

Attention: **Mr Lam Leong Kien**

Address: **Head of Regulatory**

Level 21, Menara Maxis KLCC

Off Jalan Ampang

50088 Kuala Lumpur

Email address: LKLAM@maxis.com.my

13.11.2 A notice, invoice, approval, consent, request or other communication takes effect from the time it is received unless a later time is specified in it.

13.11.3 A notice, invoice, approval, consent, request or other communication is, in the absence of contrary evidence, deemed to be received:

- (a) in the case of a posted letter or registered post, on the third day after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicated that the facsimile was sent in its entirety to the facsimile number of the recipient;
- (c) in the case of a communication left at the address of the addressee, at the time the communication was so left; and
- (d) in the case of email send by the Operator, at the time the email was sent and delivered to the other Operator.

### 13.12 Application for registration

13.12.1 The Operators shall jointly submit the application to the Commission for registration of the relevant portion requiring registration under this Maxis RAO in accordance with the MSA and any requirements of the Commission.

### 13.13 Waiver

- 13.13.1 (a) A provision of or right under this Maxis RAO may not be waived except in writing signed by the non-defaulting Operator or Operators to be bound.
- (b) No failure or delay on the part of any Operator in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right preclude any other or further exercise of any other right hereunder provided however that nothing in this clause shall extend time or be construed to extend time for the performance of any right or obligation under this Maxis RAO if a time period is imposed for the performance of such right or obligation.
- (b) Knowledge or acquiescence by any Operator of, or in, breach of any of the provisions of this Maxis RAO shall not operate as, or be deemed to be, a waiver of such provision and, notwithstanding such knowledge or acquiescence, such Operator shall remain entitled to exercise the rights and remedies under this Maxis RAO, and at law, and to require strict performance of all of the provisions of this Maxis RAO.

**13.14 Entire agreement**

13.14.1 This Maxis RAO constitutes the entire agreement of the Operators regarding the subject matter of this Maxis RAO.

**13.15 Severability**

13.15.1 The whole or any part of this Maxis RAO that is illegal or unenforceable:

- (a) will be:
  - (i) read down to the extent necessary so that it is legal and enforceable; or
  - (ii) severed (if it cannot be read down in accordance with paragraph (i)); and
- (b) will not affect the continued operation of the remaining provisions of this Maxis RAO.

**13.16 Time of the essence**

Time wherever referred to in this Maxis RAO shall be of the essence.

**13.17 Reciprocity**

13.17.1 An Access Provider must offer to acquire access to Facilities and/or Services on the same terms that it provides access to those Facilities and/or Services, where the Facilities and/or Services are the same or similar in nature.

**13.18 Conditional supply**

13.18.1 An Access Provider shall not require an Access Seeker to acquire:

- (a) other facilities and/or services from the Access Provider as a condition of providing access to Facilities and/or Services under the Access Agreement; and
- (b) any Facilities and/or Services in any minimum or maximum quantity.

## ANNEXURE 1

## NON-REFUNDABLE PROCESSING FEE

Type of Facilities or Services	Type of Access Request	Processing Fee
Fixed Network Origination Service	New service access establishment to the Access Provider's POI	RM600 per POI
Fixed Network Termination Service	New service access establishment to the Access Provider's POI	RM600 per POI
Mobile Network Origination Service	New service access establishment to the Access Provider's POI	RM600 per POI
Mobile Network Termination Service	New service access establishment to the Access Provider's POI	RM600 per POI
Interconnect Link Service	a) Establishment of New Bearer	RM600 per POI
	b) Circuit Migration Exercises	RM600 per POI
	c) Provisioning of Additional Circuits (Full Span)	RM250 per circuit
Infrastructure Sharing	Request for site establishment preparation	RM300 per site
Network Co-location Service	Request for Site establishment	RM300 per site
Transmission Services	a) Establishment of new route/bearer	RM 600 per circuit
	b) Circuit Migration Exercises	RM 600 per circuit
	c) Provisioning of Additional Circuits	RM 250 per circuit

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ANNEXURE 2

BANK GUARANTEE

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TO BE ADOPTED ONTO THE LETTERHEAD OF THE ISSUING BANK

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Guarantee No :

Maxis Broadband Sdn Bhd

Level 21, Menara Maxis,  
Kuala Lumpur City Centre  
Off Jalan Ampang  
50088 Kuala Lumpur

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Dear Sirs,

**RE: BANK GUARANTEE**

This Bank Guarantee is issued on this \_\_\_\_ day of \_\_\_\_\_ 202\_ by [Bank's Name] ("Guarantor").

1. By an access agreement \_\_\_\_\_ dated \_\_\_\_\_ ("**Access Agreement**") entered into by \_\_\_\_\_ ("**Access Provider**") of the one part and \_\_\_\_\_ ("**Access Seeker**") of the other part, the Access Provider agreed to provide the Access Seeker with Facilities and/or Services and such other facilities and/or services in accordance with the terms and conditions therein contained.
2. The terms of the Access Agreement oblige the Access Seeker to furnish the Access Provider with a Security Deposit (as defined in the Access Agreement) equal to three (3) months Charges in the form of this irrevocable bank guarantee from a bank licenced under the Banking and Financial Institutions Act 1989 ("**Bank Guarantee**") in the sum of Ringgit Malaysia ..... (RM.....) ("**Guaranteed Sum**").
3. At the request of the Access Seeker and in consideration of the Access Provider accepting the Guarantor's obligations herein contained in discharge of the Access Seeker's obligation to provide such Bank Guarantee, the Guarantor hereby irrevocably and unconditionally undertakes to make payment to the Access Provider up to and not exceeding the aggregate sum of the **Guaranteed Sum**, on the Access Provider's demand.

4. If the Access Seeker shall in any respect fail to perform its obligations under the Access Agreement or commit any breach of its obligations thereunder, on the Access Provider's written demand, the Guarantor shall forthwith pay to Access Provider the amounts specified in such demand notwithstanding any dispute, contestation or protest by the Access Seeker or the Guarantor or by any other third party and without proof or conditions PROVIDED ALWAYS that the total of all demands so made shall not exceed the Guaranteed Sum.
5. The Access Provider reserves the right to make partial demands if it shall so desires and the total of all such partial demands shall not exceed the Guaranteed Sum and the Guarantor's liability to pay the Access Provider the aforesaid shall correspondingly be reduced proportionately to any payment or partial demands having been made by the Guarantor.
6. Any payment made hereunder shall be made free and clear of any without deduction for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.
7. The Guarantor's obligations hereunder shall not be affected by any arrangement between the Access Seeker and the Access Provider with or without the consent of the Guarantor or by any alteration in obligations undertaken by the Access Seeker or the Access Provider or by any forbearance whether as to payment, time, performance or otherwise.
8. This Bank Guarantee shall be irrevocable and shall remain in full force and effect from the Commencement Date of the Access Agreement on ..... until ..... ("Validity Period") and shall be extended accordingly upon extension of the Access Agreement as mutually agreed by the Access Provider and the Access Seeker pursuant to the terms of the Access Agreement.
9. Any demand made by the Access Provider under this Bank Guarantee shall be in writing and must be received by the Guarantor by the close of business on the expiry of the Validity Period or within sixty (60) days from the expiry of the Validity Period of this Bank Guarantee. It is clearly understood and agreed between the Access Provider and the Guarantor that all obligations and liabilities of the Guarantor will be of no further effect upon the expiry of the Validity Period whether or not this Bank Guarantee is returned to the Guarantor for cancellation and the Guarantor's obligations and liabilities shall only apply to claims, if any, made by the Access Provider in writing and received by the Guarantor by close of business on the expiry of the Validity Period or within sixty (60) days from the expiry of the Validity Period of this Bank Guarantee.
10. This Guarantee shall be governed by and construed in accordance with the laws of Malaysia.
11. Unless otherwise defined herein or the context otherwise require capitalized terms used herein shall have the meanings assigned to them in the Access Agreement.



Given under our hand on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Signed by \_\_\_\_\_ )

for and on behalf of (the Guarantor Bank) )

in the presence of :- )

\_\_\_\_\_

Name :

Designation :

\_\_\_\_\_  
(Witness)

Name :

Designation :

ANNEXURE 3

CONFIDENTIALITY AGREEMENT

TERMS AND CONDITIONS  
FOR TECHNICAL MATTERS

## SECTION I – OPERATIONAL PROCEDURES

1.1 The Operators shall:

- (a) within four (4) weeks from the date of this Maxis RAO or any other date as may be mutually agreed by the Operators, use their best endeavours to negotiate, agree and document new or modified provisions of the Technical and Implementation Manual and the Operations and Maintenance Manual and any other manuals which the Operators deem necessary to establish pursuant to this Maxis RAO;
- (b) comply with the operational procedures and methods set out in the Manuals; and
- (c) where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to :
  - (1) the planning, ordering, provisioning and delivery of the relevant Facilities and/or Services;
  - (2) the management of the relevant Facilities and/or Services including:
    - (i) QOS indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that service quality falls below the agreed indicator levels;
    - (ii) network operations in the event of Network failure, congestion and blockage;
    - (iii) ensuring that the Operators' Networks are adequately protected from harm;
    - (iv) test procedures and other technical and operational matters relating to the provision of Facilities and/or Services by the Access Provider to the Access Seeker;
    - (v) the handling of Customer operations; and
    - (vi) such other matters as the Operators may agree.

1.2 Where relevant, the detailed procedures and/or contents pertaining to matters set out in **Sections II to X** of the **Terms and Conditions for Technical Matters** shall be documented.

- 1.3 In the event of any inconsistency between the agreed operational procedures and the terms of this Maxis RAO, the terms of this Maxis RAO shall prevail.
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## SECTION II - FORECASTING

### 1. General

- 1.1 This **Section II** sets out the forecasting terms and procedures that are applicable in relation to the provision of the Facilities and/or Services.
- 1.2 Subject to **Subsections 1.4** and **2.2** below, the Access Provider may require that the Access Seeker provide Forecasts in good faith with regard to a certain period of supply of access to Facilities and/or Services in accordance with this **Section II**, of this Maxis RAO.
- 1.3 The Access Seeker may request preliminary information from the Access Provider about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide Forecasts.
- 1.4 The Access Provider and the Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in this **Section II**, as part of an Access Agreement. If agreement is reached about such matters, the Access Provider and the Access Seeker will be bound by the terms of that alternative procedure and not this **Section II**.
- 1.5 Subject to **Subsection 2.2** below, the Access Provider shall not require the Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that the Access Provider is permitted to recover costs and expenses as set out in **Subsection 2.12** below.
- 1.6 The Access Provider must not request an Access Seeker to provide Forecast that contains:
- (a) any information that is or would allow the Access Provider to infer any non-permitted information listed under **Condition 5.4.16** of **MSA Determination**; or
  - (b) any information that identifies or would enable the identification of Customers or particular services of the Access Seeker unless otherwise mutually agreed by the Operators.

### 2. Forecasting obligations

#### 2.1 Forecasting requirements

- 2.1.1 The Access Seeker shall meet the requirements of forecasting process to the extent that it enables the Access Provider to plan for the expected need for the Facilities and/or Services in order to carry the forecasted traffic and conform to the agreed Grade of Service standards to be mutually agreed between the Operators.

2.1.2 The Access Seeker and the Access Provider shall discuss in good faith the planning and design of the relevant part of the respective networks and the dimensioning of Network Capacity to carry traffic within the Operator's Network.

2.2 Confirmation of Forecast

Subject to **Condition 2.7(b)** if the Access Provider, acting reasonably will incur significant costs in ensuring that access can be provided in accordance with a Forecast, the Access Provider may request the Access Seeker to confirm the relevant Forecast and the Access Seeker shall within seven (7) Business Days, upon receipt of the Access Provider's request, confirm the Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this Maxis RAO, and **Section III of the Terms and Conditions for Technical Matters**, beginning from **Condition 2.2.1** thereof, will apply.

2.3 Forecast Request

The Access Provider may request the Access Seeker to provide, with a sufficient level of detail to enable the Access Provider to carry out Network planning, the following information ("**Forecast Information**"):

- (a) the Facilities and/or Services in respect of which Forecasts are required;
- (b) the total period of time covered by each Forecast, which period:
  - (i) shall be determined having regard to the Access Provider's own planning and provisioning cycles and the Forecasting requirements which apply to the Access Seeker's own business units in using the relevant Facilities and/or Services; and
  - (ii) shall be the shorter of the period set out in the relevant Terms and Conditions for Regulated Facilities and/or Services and the period of forecasting which the Access Provider provides for itself for network planning and provisioning purposes, unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities and/or Services;
- (c) the intervals or units of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Terms and Conditions for Regulated Facilities and/or Services and intervals of times in which the Access Provider provides forecasting for itself, unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities and/or Services;

- (d) the Network area or operational area to which Forecasts shall relate, which area shall correspond to that which the Access Provider uses for its own Network planning;
- (e) the frequency with which a Forecast must be updated or a further Forecast made in accordance with this Agreement, which shall be the shorter of the period set out in the relevant Terms and Conditions for Regulated Facilities and/or Services and the length of time after which the Access Provider provides for itself with the updated or further Forecasts; and
- (f) such other information that the Access Provider reasonably requires and stipulates in writing in advance in order to provide access to the Facilities and/or Services requested by the Access Seeker.

#### 2.4 Forecast provision

The Access Provider may only require the Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.

#### 2.5 Use of Forecast Information

Forecast Information provided by the Access Seeker shall be treated by an Access Provider as the Confidential Information of the Access Seeker and shall only be used by the Access Provider whose role is within either:

- (a) the Access Provider's wholesale or interconnection group; or
- (b) that part of the Network engineering group of the Access Provider responsible for interconnection or access,

for the purpose of responding to and planning for the Forecast and related Orders. The Access Provider must maintain records that indicate which persons are provided with access to Forecast Information, on request from the Commission, provide a copy of such records certified by the authorized representative of the Access Provider.

#### 2.6 Distribution of Forecast Information

The Access Provider may only distribute Forecast Information of the Access Seeker outside the groups of people referred to in **Subsection 2.5** if:

- (a) the Forecast information of the Access Seeker is aggregated with Forecasts provided by other operators and the Access Provider's own requirements (so as to protect the confidentiality of the Forecast Information); and



- (b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services or its Customers in any manner.

## 2.7 Time for response

Subject to **Subsection 2.10, Section X** of the **Terms and Conditions for Technical Matters**, the Access Provider must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not the Access Provider considers the Forecast to be in compliance with the Forecast Request and:

- (a) if, the Access Provider considers that the Forecast does not comply with the Forecast Request, to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request not sooner than four (4) weeks after such a notice; or
- (b) if, the Access Provider considers that the Forecast does comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in **Conditions 2.8(a) to 2.8(d)** below.

## 2.8 Reasons for rejection

The Access Provider may only reject a Forecast following provisional acceptance where the Access Provider reasonably believes that the Forecast is inaccurate, unreasonable and/or, there is insufficient capacity having regard to:

- (a) total current usage of the Facilities and/or Services by the Access Provider and all Access Seekers;
- (b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;
- (c) the current rate of growth of total usage of the Facilities and/or Services by the Access Provider and all Access Seekers; and
- (d) subject to **Subsections 2.31 and 2.32, Section III** of the **Terms and Conditions for Technical Matters**, the amount of capacity in the Facilities and/or Services that the Access Provider currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which the Access Provider can reasonably provision for itself.

2.8A In addition to **Condition 2.8** above, the Access Provider may also reject a Forecast from an Access Seeker where:

- (a) the Access Provider discovers that it is not able to provide the Facilities and/or Services following the completion of the Preliminary Study (wherein the basis of rejection will be provided by the Access Provider);
- (b) the delivery of the Facilities and/or Services Forecasted by the Access Seeker is required within a period shorter than the indicative minimum timeframe;
- (c) it is not technically feasible to provide access to the Services or Facilities request by the Access Seeker;
- (d) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions of this Agreement; or
- (e) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network or the safety of individuals working on, or using services supplied by means of, a Network or Equipment.

2.9 Time for acceptance or rejection

Subject to **Condition 2.10 of Section X**, the Access Provider must give notice of any acceptance or rejection (“**Rejection Notice**”) of a Forecast to the Access Seeker:

- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (b) such notice of rejection must specify:
  - (i) the grounds on which the Access Provider rejects the Forecast in accordance with **Subsection 2.8** and **2.8A** above, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Forecast; and
  - (ii) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between the Access Provider and Access Seeker if the offer is accepted by the Access Seeker.

2.10 Reconsideration by Access Seeker

The Access Provider must allow an Access Seeker to reconsider its Forecast following a Rejection Notice and allow the Access Seeker, within twenty one (21) Business Days of receipt of a Rejection Notice, either:

- (a) to confirm its rejected Forecast, and explain why the Access Seeker regards the Forecast as being reasonable; or
- (b) to submit a new Forecast which the Access Seeker regards as meeting the Access Provider's concerns.

If the Access Seeker does not respond within the stipulated time, the Access Seeker is deemed to have accepted the Rejection Notice.

2.11 Reconsideration by Access Provider

The Access Provider shall reconsider any re-submitted or amended Forecast provided pursuant to **Subsection 2.10**. In such an event, **Subsection 2.7 to 2.10** shall re-apply.

2.12 Recovery for over-Forecasting

The Access Provider shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker, if the Forecast is not met by the Access Seeker, unless:

- (a) such costs and expenses were reasonably and necessarily incurred by the Access Provider.
- (b) the Access Provider reasonably seeks to mitigate its loss (including through its own usage) provided the Access Provider shall not be required to do so for any greater period than the relevant Forecast period; and
- (c) the Access Provider only recovers from the Access Seeker seventy-five percent (75%) of such costs and expenses which could not be mitigated under **Condition 2.12(b)** above.

2.13 Failure to provide Forecasts

- 2.13.1 In the event of any failure, neglect or refusal by the Access Seeker to update the Forecast, the Access Provider shall continue to provide access to the Access Seeker for a period of one (1) year based on the last agreed Forecast.

2.13.2 The Access Provider shall not be responsible for any loss suffered or incurred by the Access Seeker due to the latter's failure to provide the Forecast.

2.14 Meeting Forecasts

2.14.1 Subject to **Subsections 2.7 to 2.9** above, the Access Provider and the Access Seeker (where applicable) must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under **Subsection 2.2** above, it will be binding on the Access Seeker.

## SECTION III – ORDERING AND PROVISIONING

### 1. General

1.1 Section III sets out ordering and provisioning terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

### 2. Ordering and Provisioning Obligations

#### 2.1 Contact point or mechanism

The Access Provider shall designate and notify an Access Seeker of one or more of the following:

- (a) a person to whom Orders for access to Facilities and/or Services are to be delivered;
- (b) a contact point to which Orders for access to Facilities and/or Services are to be delivered (such as an e-mail address); and
- (c) a mechanism where Orders for access to Facilities and/or Services can be made (such as a web portal or B2B gateway), provided that if such a mechanism is the only method which the Access Provider provides for the receipt of Orders for that Facility and/or Services, the Access Provider cannot require the Access Seeker to unreasonably invest in specialized technology or systems (such as an automated interface between the operational support systems of the Operators).

#### 2.2 Order content

2.2.1 The Access Seeker may place firm Orders for Facilities and/or Services from time to time in line with the agreed Forecast.

2.2.2 Prior to access being provided, the Access Provider may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. An Access Provider may request an Access Seeker to provide (where applicable), at a level of detail (sufficient for planning provisioning), the following in an Order for access to Facilities and/or Services:

- (a) the Facilities and/or Services to which access is requested;
- (b) a requested date and time for delivery;

- (c) the detailed address of the location of the points of delivery and location maps, if necessary;
- (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect the Access Provider's Network;
- (e) the configuration of the requested Facilities and/or Services;
- (f) level to be opened;
- (g) signaling point code;
- (h) contact person and telephone number;
- (i) such other information that the Access Provider reasonably requires in order for it to plan for the provision of access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:
  - (i) the Access Provider does not require from itself for similar provisioning;
  - (ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
  - (iii) is non-permitted information.

2.2.3 When the Order is placed, the Access Seeker must give the Access Provider a priority list, allowing for progressive delivery and setting out its preferred order of delivery.

### 2.3 Use of Ordering Information

Ordering Information provided by the Access Seeker shall be treated by an Access Provider as the Confidential Information of the Access Seeker and shall only be used by those persons within the Access Provider whose role is within:

- (a) the Access Provider's wholesale or interconnection group; and
- (b) that part of the Network engineering group of the Access Provider responsible for interconnection;

for the purpose of responding to and provisioning for the Order.

2.4 Treatment of Orders and Service Qualifications

The Access Provider shall:

- (a) establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any Access Seekers;
- (b) give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and
- (c) otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy.

2.5 Acknowledgement of receipt

Subject to **Subsection 2.10 of Section X**, the Access Provider will acknowledge receipt of the Order, in writing via electronic mail (or any other material or electronic form agreed by the parties), within the period specified in Part A, the Terms and Conditions for Regulated Facilities and/or Services of this Maxis RAO for the purposes of this **Subsection 2.5**.

2.6 Notice of Receipt

2.6.1 The Access Provider must include in its Notice of Receipt the following information:

- (a) the time and date of receipt of the Order;
- (b) a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Order; and
- (c) if the relevant Facilities and/or Services available to the Access Provider are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, the Access Provider shall inform the Access Seeker of the available capacity and timeframe for the fulfillment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfill the Order as submitted;
- (d) whether the Access Provider needs to perform post-Order Service Qualification because information is not readily available to the Access Provider, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualifications; and
- (e) the position of the Order in the Access Provider's queue (if any).

2.7 Further information

The Access Seeker has a period of up to ten (10) Business Days after a request for additional information to provide the Access Provider with such additional reasonable information that is reasonably necessary to clarify an Order.

2.8 Service Qualifications

2.8.1 The Access Provider shall make Service Qualifications available to the Access Seeker prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by the Access Provider for itself.

2.8.2 The Access Provider shall only require post-Order Service Qualifications to be requested if:

- (a) no pre-Order Service Qualification has been completed;
- (b) the Access Provider reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and
- (c) the Access Provider notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications) at the time of providing the Access Provider's Notice of Receipt, or, if further information has been requested under **Subsection 2.7**, within two (2) Business Days of the expiry of the period in **Subsection 2.7**

For clarification, an Access Seeker may also seek the consent of the Access Provider to perform a Service Qualification itself, and such consent must not be unreasonably withheld.

2.9 Commencement and completion of post-Order Service Qualifications

Subject to **Subsection 2.10 of Section X**, the Access Provider shall commence a post-Order Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any post-Order Service Qualification within the shorter of:

- (a) fifteen (15) Business Days after the date of the Notice of Receipt; and
- (b) the time within which the Access Provider performs and notifies the result of an equivalent post-Order Service Qualification undertaken for itself.



Where there is a delay in the commencement and/or completion of the Service Qualification, and the delay is caused by either the Access Seeker or by a third party that is not acting under the Access Provider's direction or control:

- (i) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
  - (ii) the Access Provider and Access Seeker must work together to minimise the delay; and
  - (iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised completion date.
- (c) If the relevant Facilities and/or Services available to the Access Provider are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, the Access Provider shall notify the Access Seeker, at the same time as providing notice under paragraph 5.7.9(a), of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted.

#### 2.10 Withdrawal or continual of Order following post-Order Service Qualifications

The Access Seeker shall inform the Access Provider whether it wishes to withdraw or continue its Order, by giving written notice to the Access Provider, without penalty before the earlier of either ten (10) Business Days after receiving the result of a post-Order Service Qualification under the above **Subsection 2.9** or one (1) Business Day before the Access Provider commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance) and any civil works to be conducted must be subject to the issuance of a notice in writing by the Access Provider, which may be in the form of a Notice of Acceptance if civil works is to occur after the Access Provider has accepted the Order, failing which the Access Seeker shall be deemed to withdraw the Order.

#### 2.11 Acceptance obligation

The Access Provider must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by the Access Provider pursuant to **Section II** of the Terms and Conditions for Technical Matters.

2.12 Time for acceptance or rejection

2.12.1 Subject to **Subsection 2.10 of Section X**, the Access Provider must notify the Access Seeker that an Order is **accepted** or **rejected** within the specified time in **Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO, save where the:

- (a) Access Provider requests for additional information pursuant to **Condition 2.6.1(b)**, in which case the specified time shall commence from the Access Seeker's provision of the additional information pursuant to **Subsection 2.7**; or
- (b) Access Provider undertakes a post-Order Service Qualification as contemplated in **Subsection 2.8.2**, in which case the time periods in **Subsection 2.9** are to be added to the time specified in **Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO.

If the Access Provider notifies the Access Seeker that an Order is rejected, the Access Provider must advise the Access Seeker if it would be able to accept the Order in a modified form.

2.13 Notice of Acceptance

2.13.1 The Access Provider's Notice of Acceptance to the Access Seeker must contain the following information:

- (a) the delivery date, which must be the date that is requested by the Access Seeker, or if that date cannot be met by the Access Provider, must be no later than the indicative delivery timeframes set out in **Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO for the purpose of this **Condition 2.13.1**;
- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to the fulfillment of the Order;
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("**Validity Period**").

2.14 Commencement of delivery timeframes

2.14.1 The applicable delivery timeframe for an Order, as determined in **Part A, Terms and Conditions for Regulated Facilities and/or Services** of this Maxis RAO shall commence from the later of:

- (a) the date the Access Seeker confirms an Order in accordance with **Subsection 2.15** below; or
- (b) where way-leave and/or governmental authority approval is required in relation to an Order, the date on which last of the requisite way-leave and/or governmental authority approval has been obtained.

The Access Provider is not required to commence work on an Order unless and until all requisite way-leave and/or governmental authority approval has been obtained.

2.14.2 Where a delay in the delivery of an Order is caused by the Access Seeker or any governmental authority, agency or third parties (not within the control of the Operators), the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably required by the Access Provider.

2.14.3 Where an Order has been confirmed by the Access Seeker in accordance with **Subsection 2.15** below, the Access Seeker may **only** request for a change in the delivery dates of the Services ordered when the Operators are in agreement.

2.15 Access Seeker confirmation

2.15.1 An Access Seeker shall confirm its agreement to proceed with the Order within the Validity Period of the Access Provider's acceptance of such Order (as described in **Subsection 2.13** above), failing which the Order is deemed cancelled or withdrawn. Upon such confirmation, the Access Provider shall fulfill the Order in accordance with the Notice of Acceptance provided under **Subsection 2.13** above subject to **Condition 2.15.2** below.

2.15.2 Notwithstanding anything to the contrary, in the event the necessary:

- (a) governmental authority or agency's approval; and/or
- (b) way-leave from third parties;

to fulfill the Order is not obtained, within six (6) months from the date of the Access Seeker's confirmation of the Order pursuant to **Subsection 2.15** above, either Operator may, without liability, cancel the Order at any time by giving written notice to the other Operator.

2.16 Estimated charges

2.16.1 If the Notice of Acceptance provided by the Access Provider under **Subsection 2.13** above contains estimates of charges (e.g. based on time and materials) for a specific scope of works:

- (a) the Access Provider shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
  - (i) the estimate will likely be exceeded;
  - (ii) an explanation of the reasons for exceeding the estimate; and
  - (iii) a further estimate of the charges for the work necessary to fulfil the Order;
- (b) the Access Seeker may withdraw the Order without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate within fourteen (14) days of the notice given by the Access Provider under **Condition 2.16.1(a)** above.

2.16.2 Notwithstanding **Condition 2.16.1**, where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by the Access Provider due:

- (a) to information or facts which are inaccurate or erroneous, or which were not disclosed or provided by the Access Seeker; or
- (b) due to a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred.

2.16.3 The Access Provider shall commence work after the Access Seeker confirms in writing that the Access Seeker is agreeable to the estimate or revised estimate for a specific scope of work provided by the Access Provider, such confirmation to be provided by the Access Seeker within fourteen (14) days from the notice given by the Access Provider under **Condition 2.16.1(a)**. If the Access Seeker fails to confirm the Order within the said time period, the Order is deemed to have been withdrawn.

2.17 Reasons for rejection

2.17.1 The Access Provider may only reject an Order from an Access Seeker where:

- (a) subject to **Condition 3.5.4.2 of the General Terms and Conditions**, it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (b) subject to **Subsection 2.31 and 2.32** below, the Access Provider has insufficient capacity to provide the requested Facilities and/or Services;
- (c) subject to **Subsection 2.19** below, the Order is in excess of agreed Forecast levels;
- (d) the Order or variation request duplicates an Order awaiting fulfillment;
- (e) the Access Seeker has not obtained necessary related agreements from the Access Provider (e.g. Facilities access for a new POI);
- (f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions of this Maxis RAO and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably; or
- (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of the Access Provider or its Network; or the safety of individuals working on, or using services supplied by means of, a Network or Equipment and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably.

## 2.18 Notice of rejection

2.18.1 The Access Provider's notice of rejection to the Access Seeker must:

- (a) set out the ground(s) on which the Access Provider rejects the Order, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and
- (b) offer to meet, and meet if the offer is accepted by the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reason(s) for rejection and alternative methods of compliance.

## 2.19 Order in Excess of Forecast

The Access Provider must use its reasonable efforts to provide sufficient capacity to enable the Access Provider to accept and fulfill Orders from the Access Seeker for Facilities and/or Services which are in excess of the relevant Forecast. The Access Provider is only required to do so if, after meeting the Forecast requirements of other Access Seekers and of its own

business units, there is available capacity or the Access Provider could readily upgrade existing capacity. The Access Provider shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of the Access Seeker, other Access Seekers and its own business units. The Access Provider is not required to supply the Facilities and/or Services in excess of the Forecast, if despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of the Facilities and/or Services provided to other Operators or its own business or both. For clarification when carrying out its obligations under this **Subsection 2.19**, the Access Provider may have regard to its obligations under **Subsection 2.20**.

2.20 Required Extra Capacity

The Access Provider may by written notice require an Access Seeker to procure such additional capacity on the Access Seeker's side of the Network as the Access Provider, in good faith and reasonably estimates, may be required by the Access Seeker to meet demand. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, the Access Provider must notify the Access Seeker in writing, and the Access Seeker and the Access Provider must meet (no later than 5 Business Days after receipt of the notice from the Access Provider) to attempt to identify alternative sources of capacity. If the matter cannot be resolved within ten (10) Business Days of the date of that meeting, the Access Provider may bar or block calls to the Access Seeker's Network to the extent necessary to minimise congestion within the Access Provider's Network.

2.21 Other uses

The Access Provider shall permit capacity installed in connection with the provision of a Facilities and/or Services to be used, to the extent technically feasible, in connection with another Facilities and/or Services, at the Access Seeker's option.

2.22 Delivery dates

The Access Provider shall deliver the ordered access to the Facilities and/or Services by the date specified in the Notice of Acceptance (as provided under **Subsection 2.13**) or the extended date (if any) as determined in accordance with **Subsection 2.24** of this Maxis RAO.

2.23 Early delivery dates

If the Access Provider, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.

2.24 Delayed delivery dates

2.24.1 Where there is delay in the delivery of an Order, and:

- (a) the delay is caused by the Access Provider:
  - i. the Access Provider shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
  - ii. permit the Access Seeker notified under **Condition 2.24.1(a)** to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
  - iii. the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date; or
- (b) where the delay is caused by the Access Seeker:
  - i. the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
  - ii. the Access Provider and Access Seeker must work together to minimize the delay; and
  - iii. the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date;

2.25 Cancellation and variation of Orders

2.25.1 Subject to **Subsection 2.26** below, the Access Seeker may cancel or vary an Order at any time provided that the Access Provider has not issued any purchase orders for any work in relation to the Order. Where a purchase order has been issued, the Access Seeker is not allowed to cancel or vary an Order unless otherwise agreed by the Access Provider.

2.25.2 If the Access Seeker wishes to change an Order already issued but not yet implemented, then the Access Seeker should issue a formal amendment to the original Order indicating:

- (a) original order reference number;

- (b) original route, quantity, locations and ready for testing date;
- (c) new requirements; and
- (d) Order identified as "Amendment".

2.25.3 The Access Provider will then respond to whether the changes can be accommodated in the original time scale or propose a new delivery date.

2.26 Cancellation or variation penalty

Except where provided in this Maxis RAO that cancellation is to be at without charge:

- (a) the Access Provider shall only charge the Access Seeker which has cancelled or varied an Order no more than the costs necessarily incurred by the Access Provider in relation to the cancelled or varied Order; and
- (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
  - i. the sum of cost necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or
  - ii. an amount equal to the sum of charges that would have been payable by the Access Seeker for six (6) months immediately following the cancellation or variation, had the Order not been cancelled or varied,

and reduced to the extent that those costs have been mitigated, or would have been mitigated had the Access Provider used its best endeavours to do so.

- (c) Notwithstanding the foregoing and to the extent that the Access Provider is not able, using its best endeavours, to mitigate its losses in relation to the cancelled or varied Order, the Access Provider shall be entitled to charge the Charges payable for the minimum period required for certain Facilities and/or Services in accordance with this Maxis RAO. The Access Seeker shall either:
  - i. proceed with the cancellation or variation of the Order and pay the charges charged by the Access Provider; or
  - ii. proceed with the original Order.



The Access Seeker shall notify the Access Provider of its decision within fourteen (14) days of being informed by the Access Provider of the costs payable in respect of any cancellation or variation of an Order.

2.27 Testing and provisioning

2.27.1 The Access Provider shall:

- (a) co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services;
- (c) treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats testing and provisioning for itself; and
- (c) may require reasonable co-operation by the Access Seeker in respect of such activities.

2.28 Non-refundable Processing Fee and/or Resource Charge

- 2.28.1 (a) Subject to **Condition 2.28.1(b)**, the Access Provider may charge the Access Seeker a non-refundable processing fee for undertaking the necessary administrative work to process the Order.
- (b) The fees for the respective Facilities and/or Services are set out in **Annexure 1** of the **General Terms and Conditions ("Processing Fee")**. Processing Fees for Facilities and/or Services not currently specified in **Annexure 1 of the General Terms and Conditions** will be mutually agreed between the Operators from time to time.
- (c) The above Processing Fee as specified in **Condition 2.28.1(b)** above will be set-off against the Charges for the ordered Facilities and/or Services upon the confirmation by the Access Seeker of the Order in accordance with **Subsection 2.15** above.
- (d) In the event that additional or non-routine work is required in order to process the Order, the Access Provider may charge the Access Seeker a separate one-off non-refundable resource charge ("**Resource Charge**"), to be determined by reference to the reasonable cost incurred by the Access Provider for the allocation of manpower and other resources to enable the Access Provider and/or the Access Seeker to test and fulfill an Order for the new Facilities and/or Services, provided that the Resource Charge is justified by the Access Provider to the Access Seeker as necessary for the Access Provider to provide the requested Facilities and/or Services. Prior to

commencing such additional and non-route work, the Access Provider shall provide an estimate of charges for the approval of the Access Seeker.

2.29 Queuing policy

2.29.1 The Access Provider shall establish and demonstrate and maintain a queuing policy system which:

- (a) shall be non-discriminatory;
- (b) shall be applied to Orders and Service Qualifications of all Access Seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Service Qualifications of Access Seekers on an equivalent basis to that which the Access Provider treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and
- (c) shall seek to maximise the efficiency of its ordering and provisioning process.

2.30 Acceptance on queue

The Access Provider shall promptly notify an Access Seeker, at the time of providing an acknowledgement of receipt of the Order under **Subsection 2.5** above, of their acceptance of, and position in, the Access Provider's queue.

2.31 Constrained capacity

2.31.1 If the Access Provider reasonably believes that the capacity in any Facilities and/or Services required by:

- (a) the Access Seeker pursuant to the relevant Forecast and/or Order;
- (b) other Access Seekers, pursuant to their relevant Forecast and/or Order; and
- (c) the Access Provider, for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest,

would, in aggregate, exceed the capacity which the Access Provider will be in a position to be able to provide, the Access Provider must:

- (i) notify the Access Seeker and other persons to whom relevant capacity is supplied; and

- (ii) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with the Access Provider's Capacity Allocation Policy.

## 2.32 Capacity Allocation Policy

2.32.1 If the Access Provider claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts or Orders, the Access Provider shall maintain a Capacity Allocation Policy, which:

- (a) shall be disclosed, free of charge, to the relevant Access Seeker and/or MCMC on request;
- (b) shall set out the principles in accordance with which the Access Provider shall determine how to allocate capacity between itself, the Access Seeker and other operators, in circumstances where the amount of capacity available is less than the aggregate of capacity required by the Access Provider, itself, the Access Seeker and other operators;
- (c) shall:
  - (i) be fair and reasonable;
  - (ii) be consistent, so far as practicable, with the Access Provider's general duty of non-discrimination in accordance with subsection 149(2) of the Act;
  - (iii) treat the requirements of the Access Seekers on an equivalent basis to the requirements of Access Provider's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest; and
  - (iv) allocate the available capacity in the relevant Facilities and/or Services in proportion to each Operator's Forecast and/or Order requirements; and
- (d) shall set out the Access Provider's plan to expand their capacity over time (if any), where such information must be provided to Access Seekers on a non-discriminatory basis in terms of its content and frequency of updates.

## 2.33 Late Delivery

2.33.1 If the Access Provider fails to meet any timeframe in **Subsection 2.14** above with respect to the delivery of access to Facilities and/or Services pursuant to an Order made in accordance with this **Section III**, except where such failure has been caused solely by the Access

Seeker's delay or a lack of authorization by a third party, that Access Provider shall, without limitation to any other rights the Access Seeker may have under this Maxis RAO or law, provide a rebate to the affected Access Seeker.

2.33.2 The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services over a period equal to the period of the Access Provider's delay only provided always that the rebate shall not exceed twenty percent (20%) of the annual charges payable for access to the Facilities and/or Services. The rebates may only be used by the Access Seeker for future Invoices for the same Service or Facility only.

2.33.3 If the Access Provider alleges that a failure has been caused solely by the Access Seeker's delay or a lack of authorization by a third party, the Access Provider shall have the burden of demonstrating:

- (a) that allegation; and
- (b) that the Access provider has done all things reasonably practicable to minimize or avoid such failure.

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## SECTION IV – NETWORK CONDITIONING

### 1. General

1.1 This **Section IV** sets out network conditioning terms and procedures that are applicable in relation to the provision of Facilities and/or Services such as O&T Services.

### 2. Network Conditioning Obligations

#### 2.1 Non-discrimination

An Access Provider shall perform Network Conditioning on an equivalent basis to that which the Access Provider performs Network Conditioning for itself for the same or similar Facilities and/or Services.

#### 2.2 Impact of retail commercial arrangements

An Access Provider must not refuse to commence or complete Network Conditioning on the basis that the commercial arrangements (other than matters required under **Subsection 2.3** below to perform Network Conditioning) are not agreed between the Operators in relation to the retail service for which the Network Conditioning is to be provided.

#### 2.3 Commencement

2.3.1 After an Order has been confirmed by the Access Seeker in accordance with **Subsection 2.15 of Section III**, the Access Provider must commence Network Conditioning for a Facility and/or Service which requires the Access Provider to conduct such Network Conditioning immediately following such confirmation of an Order by the Access Seeker and agreement by the Access Provider and the Access Seeker in relation to:

- (a) geographical coverage;
- (b) number information (i.e length and code allocation)
- (c) origins from or destinations to which access is required.
- (d) Network routes (including which Operator is responsible for the provisioning of the Interconnection Links); and
- (e) handover arrangements and relevant Point of Interface.

2.4 Number range activation

2.4.1 Subject to **Subsection 2.3** and **2.5** above, the Access Provider shall:

- (a) use its best endeavours to activate in the Access Provider's Network a code or number range including a code or number range allocated to the Access Seeker's MVNO, within ten (10) Business Days of being requested to do so by the Access Seeker; and
- (b) in all cases, activate a code or number range including a code or number range allocated to the Access Seeker's MVNO, within thirty (30) days of being requested to do so by the Access Seeker.

save and except where the testing of the said code or number range fails, where there is a delay on the part of the other Operator or where the other Operator requests for a longer activation date.

2.5 Intra-Network codes and numbers

**Subsection 2.4** above does not apply to codes or number ranges not intended for use across interconnected Networks.

2.6 Inter-Closed Number Area service:

An Access Provider shall offer interconnection to permit calls to be transmitted across Closed Number Area boundaries, whether directly or in transit (subject to the written agreement between the Access Provider, the Access Seeker and the third operator for transit).

2.7 Apportionment of cost

2.7.1 The costs incurred in Network Conditioning shall be apportioned between the Operators as follows:

- (a) if the work has been carried out in accordance with a Government or Commission requirement, the Operators will bear their own costs;
- (b) if the work has been carried out to fulfill an Order made in accordance with this Maxis RAO, the costs shall be apportioned in an equitable manner between the Operators having regard to cost causation.

## SECTION V – POINT OF INTERFACE AND DECOMMISSIONING

### 1. General

1.1 Section V sets out point of interface and decommissioning terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

### 2. Point of Interface location consideration

2.1 The technical consideration for determining Point of Interface locations by the Access Provider shall include, the following:

- (a) whether switching and transmission facilities have the capacity to interconnect with other networks;
- (b) timely and efficient deployment of sufficient capacity of links to support the required Grade of Service to Customers; and
- (c) preservation of network security.

The Access Provider may in its absolute discretion determine not to establish a Point of Interface at a location where the aforesaid technical considerations does not warrant the same.

2.2 The list of POIs/POPs offered by the Operators is set out in **Appendix 1 to this Section V**.

### 3. Criteria for establishing a new Point of Interface

3.1 Prior to accepting the establishment of a new Point of Interface, the Operators shall comply with the following:-

- (a) as a result of special network management requirements, the Access Seeker shall submit its three (3) years' including traffic and circuit forecast, and Interconnect Link Service requirement at the proposed new Point of Interface;
- (b) the Interconnect Link Service shall be dimensioned to provide for the three (3) years provisioning period for the purposes of planning;
- (c) indicate the number of routes and nodes that will be served by the Interconnect Link Service that is provided at the proposed Point of Interface;

- (d) specify whether the method of provisioning is In-span Interconnection or Full-span Interconnection; and
  - (e) determine the availability of the switch capacity at the nodes.
- 3.2 (a) For an In-span interconnection, the connection shall be provided by means of optic fibre circuits except whereas agreed due to location, speed or other reasons, microwave or other methods may be used to provide Interconnection for the Interim Period.
- (b) For the purpose of physical interconnectivity between Operators, the Operators shall discuss and agree to the following configuration option:
- (i) Full Span Interconnection
  - (ii) In-span Interconnection;
- 3.3 For an In-Span Interconnection, the connection shall be provided by means of optical fiber circuits or such other method to be agreed by the Operators.

### 3.5 Interconnect Link Service

- 3.5.1 The cost of establishing the necessary transmission links and equipment required carrying and terminating Interconnect traffic shall be either:
- a) borne equally by the Operators (where each Operator is entitled to an equal share of the capacity within the link) ; or
  - b) borne separately by either Operator where each Operator is responsible for its own equipment and portion of the infrastructure (where each Operator is entitled to an equal share of the capacity within the link)
- 3.5.2 Each Operator shall be responsible for maintaining its own transmission links and equipment on its side of the agreed POI.

## 4. Point of Interface procedures

### 4.1 Interconnection

Each Operator shall interconnect and keep its Network interconnected with the Network of another Operator in accordance with the terms of this Maxis RAO.



4.2 Access Seeker requested Point of Interface

An Access Provider shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified in **Appendix 1 to this Section V**. The Access Provider shall promptly accept or reject a request by the Access Seeker under this **Subsection 4.2**, and provide the Access Seeker with reasons if it rejects the Access Seeker's request.

4.3 Network responsibility

Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the Interconnect Links and the transmission equipment) on its side of the Point of Interface.

4.4 Third Party Point of Interface

An Access Provider shall permit an Access Seeker to nominate a Point of Interface of a third party for the purposes of interconnection and access between the Access Provider and the Access Seeker provided that the Access Seeker remains responsible for the costs of such interconnection and access and for the third party's act and omissions at the Point of Interface.

4.5 Point of Interface factors

When determining a request under **Subsection 4.2** above, the Access Provider must have regard to the following:

- (a) the Access Provider shall offer (but shall not require) POI/POP and co-location for every Closed Number Area throughout Malaysia in which the Access Provider has sufficient Facilities;
- (b) in addition to offering POI and co-location in accordance with **Subsection 4.5(a)** above, the Access Provider shall offer interconnection and co-location at each other technically feasible point as mutually agreed by the Operators;
- (c) the Access Provider shall offer physical co-location in at least one POI location for every Closed Number Area throughout Malaysia in which the Access Provider has network facilities, but may additionally offer other forms of co-locations in relation to a particular location (e.g. virtual co-location);
- (d) the Access Provider shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over two

(2) years) and the needs of other Access Seekers who are currently occupying or have ordered additional space from that Access Provider; and

- (e) any possible re-arrangement of its Equipment configuration to eliminate space inefficiencies.

## 5. Decommissioning Obligations

### 5.1 Decommissioning notice

5.1.1 Either the Access Provider or the Access Seeker may request for the decommissioning of a Point of Interface.

5.1.2 Where the Access Provider requests for the decommissioning of a Point of Interface, the Access Provider must provide no less than:

- (a) one (1) year's notice in writing to all relevant Access Seekers prior to the decommissioning of a Point of Interface; or
- (b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any other Facilities and/or Services which rely on the Access Provider's use of that site,

except where an Access Provider is required to vacate the site where a Point of Interface is located (as a result of a third party landlord's notice under an arm's length tenancy agreement or the expiry of the term of existing tenancy agreements which residual period is shorter than the time period specified above). In such an event, the Access Provider shall, as soon as practicable, inform the Access Seeker of the same.

### 5.2 Co-operation

5.2.1 The Operators must co-operate and negotiate in relation to the timetable for decommissioning of the relevant Point of Interface, Facilities and/or Services.

5.2.2 The Operator seeking to decommission a Point of Interface shall ensure that there will be no traffic interruption and should be responsible for re-routing the existing traffic before decommissioning of the relevant Point of Interface.

### 5.3 Alternative arrangements

The Operator which notifies the other Operator of its intention:

- (a) to decommission a, Point of Interface shall provide to the other Operator functionally equivalent interconnection at another Point of Interface on terms and conditions and at a recurring charge which are not disadvantageous to the other Operator, relative to the terms and conditions and recurring charge applying in respect of the Point of Interface that is proposed to be decommissioned, for a period of three (3) years from the date of decommissioning; or
- (b) to decommission any other Facilities or Services, shall provide to the other Operator access to an alternative Facilities or Services on terms and conditions and at a recurring charge which are not disadvantageous to the other Operator, relative to the terms and conditions and recurring charge applying in respect of the Facilities or Services that is proposed to be decommissioned, for a period of three (3) years from the date of decommission.

#### 5.4 Decommissioned Point of Interface compensation

The Operator seeking to decommission a Point of Interface shall pay the other Operator reasonable costs necessarily incurred in:

- (a) decommissioning any links to the Point of Interface that is proposed to be decommissioned that are rendered or will be redundant by the proposed decommissioning;
- (b) installing or otherwise procuring links between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to **Subsection 5.3(a)**; and
- (c) the carriage of traffic between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to **Subsection 5.3(a)** for a period of three (3) years from the date of decommissioning,

except where the decommissioning of the Point of Interface was due to reasons attributable to the other Operator or the landlord or Force Majeure.

#### 5.5 Decommissioned Facilities and/or Service compensation

Except where decommissioning is caused by Force Majeure, third party landlord or reasons attributable by the other Operator, the Operator seeking to decommission a POI/POP shall pay the other Operator's reasonable costs, necessarily incurred in:

- (a) moving the other Operator's Equipment from the decommissioned Facilities to the alternative Facilities offered in accordance with **Subsection 5.3**; or

- (b) re-arranging Equipment to connect to the alternative network services offered in accordance with **Subsection 5.3**.
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## Appendix 1

## List of POIs/POPs

Region	Closed Number Area	Home Area	Maxis' POI/POP
Central	03	Central	Subang HiTech Sg. Besi Kepong Nilai
Northern	04 05	Northern	Sbrg. Jaya
Southern	06 07	Southern	Nilai J. Bahru
Eastern	09	Eastern	Kuantan
Sabah	087/088/089	Sabah	Inanam
Sarawak	082/083/084/ 085/086	Sarawak	Bintawa

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## SECTION VI – NETWORK CHANGE

### 1. General

1.1 Section VI sets out the network change terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

### 2. Network Change Obligations

#### 2.1 Scope

This Section VI applies where an Operator proposes to implement a Network Change of a type referred to in Subsection 2.2 which necessitates a change in the hardware or software (including interface software) of the other Operator's Network in Order to ensure the continued proper operation and compatibility of the Operator's respective Networks, services and procedures.

#### 2.2 Types of Changes

The following types of proposed Network Changes are within the scope of Subsection 2.1:

- (a) any change by the Operator proposing to make the change ("**Notifying Operator**") to any technical specification of the interconnection interface between their respective Networks ("**Interface Change**");
- (b) any change by the Notifying Party to any technical specification or characteristic of the Facilities and/or Services to which the other Operator ("**Recipient Operator**") has access which will or might affect:
  - (i) the Recipient Operator's Network;
  - (ii) the Recipient Operator's use of the Facilities and/or Services provided by the Notifying Operator,

**("Facility and/or Service Change");**
- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator's Network which will or might affect the Recipient Operator's Network ("**Other Network Change**");
- (d) any change by the Notifying Operator to any of the operational support systems used inter-operator processes, including:

- (i) the billing system;
  - (ii) the ordering and provisioning systems; or
  - (iii) the Customer Churn process, (“OSS Change”); and
- (e) any enhancement by the Notifying Operator of the feature, functions or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
- (i) to itself; or
  - (ii) to any other Operator (“Functionality Change”).

(collectively, “Relevant Changes”).

### 2.3 Notification of change

2.3.1 If a Notifying Operator proposed to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing (“Change Notice”) of:

- (a) the nature, effect, technical details and potential impact on the Recipient Operator’s Network of the proposed Relevant Change, described at a sufficient level of detail to enable the other Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and
- (b) a date, which shall be no later than ten (10) Business Day from the date of the Change Notice, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its network, services or procedures in consequence of the Relevant Change,

as soon as reasonably practicable and, in any event with not less than the relevant notice period set out in the table below:

Relevant Change:	Notice period:
Interface Change	Three (3) Months
Other Network Change	Three (3) Months

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Facility and/or Service Change	Three (3) Months
OSS Change	Three (3) Months
Functionality Change	Three (3) Months

## 2.4 Post-notification procedures

### 2.4.1 The Notifying Operator shall:

- (a) meet with representatives of the Recipient Operator in the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in **Subsection 2.3**), for the purpose of discussing the Relevant Change and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;
- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator's request for such additional information; and
- (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimize any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

## 2.5 Testing

### 2.5.1 The Notifying Party shall, bearing its own costs in doing so:

- (a) co-operate with a Recipient Operator in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators' respective Networks;
- (b) jointly carry out testing with the Recipient Operator in a timely manner, no less than twenty (20) Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under **Condition 2.5.1(a)** above.

## 2.6 Testing failure

### 2.6.1 Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under **Subsection 2.5** above, if such tests:



- (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures,

the Notifying Party must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in **Subsections 2.3 to 2.5** above.

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## SECTION VII – FACILITIES ACCESS AND CO-LOCATION

### 1. General

1.1 Section VII sets out the terms and procedure for Facilities access and co-location procedures that are applicable in relation to the provision of the Facilities and/or Services.

### 2. General Procedures

2.1 The Facilities access will be for a fixed period and the period may vary depending on the type of facilities/premises provided.

2.2 The Operators may agree from time to time on such further terms of Facilities access for different types of facilities/ premises. Such terms of Facilities access for different types of facilities will be set having regard to such matters as *inter alia*:

(a) the reasonable life span of the Facilities or Equipment on the Access Provider's standard planning horizons;

(b) the reasonable life span of the Access Seeker's Facilities or Equipment which it installs within or attaches to or uses in conjunction with the Facilities to which access is provided, or the Access Seeker's usage of the Facilities; and

(c) the type of Facilities or Equipment to be deployed to the Access Seeker.

2.3 The Access Provider shall have reasonable physical access to the Access Seeker's Facilities and/or premises with respect to any Facilities and/or Services requested by the Access Seeker for the purpose of but not limited to installation, commissioning, maintenance, modification, decommissioning and removal of equipment installed within, attached to, or situated in the Access Seeker's premises.

2.4 Where the Access Seeker relocates, rebuilds or replaces any premise and/or Facilities to which the Access Provider has access to during the fixed period of access, the Access Seeker will provide access to a replacement premise and/or Facilities on substantially similar terms.

### 3. Facilities access and co-Location

#### 3.1 Inspection and Site Survey

3.1.1 The Access Provider shall allow nominated employees or contractors of a potential Access Seeker to physically inspect a network premise and/or facility of the Access Provider during normal business hours provided that:

- (a) the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees; and
- (b) the nominations made by the Access Seeker are reasonable, having regard to the position of each person and the number of persons nominated.

### 3.2 Physical access

3.2.1 The Access Provider shall allow an Access Seeker, its employees and contractors to physically access the Access Provider's network facilities and the Access Seeker's equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself. The Access Provider shall provide:

- (a) immediate physical access to Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (b) physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - i. two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - ii. the period of notice which it requires from itself when providing itself with physical access for planned maintenance.

3.2.2 Notwithstanding **Condition 3.2.1 (a)** and **(b)** above, access to the Access Provider's Facilities/premises shall at all times be subject to the terms and conditions of the respective tenancy agreement which shall be made known to the Access Seeker by the Access Provider at the time of fulfillment of an Order.

### 3.3 Escorts

3.3.1 If the Access Provider determines that it is necessary to have an escort present when employees or contractors of the Access Seeker wish to enter onto the Access Provider's property, the Access Provider shall:

- (a) bear the costs of such escort service;

- (b) subject to **Subsection 3.3.1(d)** below, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (c) subject to **Subsection 3.3.1(d)** below, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - i. two (2) Business Days' notice for manned sites and five (5) Business days' notice for unmanned sites; and
  - ii. the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
- (d) for both planned and emergency maintenance request at unmanned sites only, have its escort arrive within the shorter of:
  - i. thirty (30) minutes of time required by the Access Seeker pursuant to **Subsections 3.3.1(b)** or **3.3.1(c)** above (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
  - ii. the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

#### 3.4 Absence of escort

- 3.4.1 For the purposes of **Condition 3.3**, if an escort does not arrive at the Access Provider's property within thirty (30) minutes of the scheduled commencement of the visit by the Access Seeker, the Access Seeker's staff may proceed to enter the Access Provider's property without an escort subject to the security requirements of the Access Provider and the terms and conditions of any tenancy agreement. The Access Seeker shall provide the Access Provider with a written report (in a form and at a level of detail as may be specified by the Access Provider) as to the works and/or activities undertaken by the Access Seeker and/or his employees, contractors and agents within two (2) Business Days after the site visit.
- 3.4.2 If the tenancy agreement requires that the Access Seeker be escorted by the Access Provider in order to gain physical access to the Access Provider's network facility, the Access Provider shall escort the Access Seeker.

3.5 Site Register

- 3.5.1 The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property, which must be made available for inspection by the Access Provider, upon request.
- 3.5.2 If the Access Seeker does not maintain or properly maintain a site register, the Access Provider may prohibit any representatives of the Access Seeker from entering the premises.

3.6 Preparatory Work by the Access Seeker

- 3.6.1 If Preparatory Work is necessary for the purposes of allowing the Access Seeker to obtain access to an Access Provider's Facilities/premises, the Access Provider shall permit the Access Seeker's employees or contractors to perform such Preparatory Work if the Access Seeker satisfies the Access Provider (acting reasonably and in accordance with the guidelines referred to below) that such employees or contractors have the necessary qualifications. The policy and guidelines pertaining to the necessary qualifications of employees and contractors who will be permitted to perform Preparatory Work under this **Condition 3.6** may be obtained from the Access Provider. The policy and guidelines must be applied in a non-discriminatory manner to the personnel or contractor of the Access Provider and Access Seeker who perform similar functions.
- 3.6.2 If the Operators agree that the Access Provider shall carry out the Preparatory Work on behalf of the Access Seeker, then the Access Provider shall undertake the Preparatory Work and the Access Seeker shall furnish all necessary and sufficient co-operation to the Access Provider to complete the Preparatory Work. The Access Seeker agrees to pay the Access Provider for undertaking the Preparatory Work.

3.7 Preparatory Work by the Access Provider

- 3.7.1 If the Access Provider agrees to perform Preparatory Work and does so on the basis of an estimated charge (e.g. based on a time and materials basis) for a specific scope of work:
- (a) the Access Provider shall not exceed the estimate without providing the Access Seeker with prior written notice that:
    - (i) the estimate will likely be exceeded; and
    - (ii) a further estimate of the charges for the work necessary to complete the Preparatory Work;

- (b) the Access Provider shall permit the Access Seeker to withdraw the request for Preparatory Work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate within fourteen (14) days of the notice given by the Access Provider under **Condition 3.17.1(a)**. If the Access Seeker fails to withdraw the request within the said time period, the Access Seeker is deemed to have rejected the revised estimate charges.

3.7.2 Notwithstanding **Condition 3.7.1**, where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of works provided by the Access Provider due to information or facts which are inaccurate or erroneous, or which were not disclosed or provided by the Access Seeker, or due to a change in the scope of work by the Access Seeker, the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred.

### 3.8 Delays

3.8.1 If the Access Provider agrees to perform Preparatory Work and the Access Provider is or is likely to be unable to perform such work within the agreed timeframe, the Access Provider shall:

- (a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
- (b) permit the Access Seeker notified under **Condition 3.8.1(a)** to cancel the Preparatory Work without penalty if the delay is longer than fourteen (14) days; and
- (c) compensate the Access Seeker for the reasonable costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

### 3.9 Utilities and ancillary services

3.9.1 If the Access Provider has permitted access or physical co-location at a particular location or Facilities that Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided at the Access Seeker's costs to enable the Access Seeker to benefit from such access or co-location to the same extent the Access Provider provides itself, including but not limited to:

- (a) access to roads;

- (b) access to land;
- (c) power, including the provision of backup power, subject to mutual agreement between the Access Seeker and the Access Provider;
- (d) environmental services (including heat, light, ventilation and air-conditioning, fire protection);
- (e) Security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance.

3.9.2 Where access and/or physical co-location is provided, Operators shall discuss and agree on terms relating to utilities and ancillary services to be provided by the Access Provider to enable the Access Seeker to benefit from such access including the items referred to in **Condition 3.9.1**.

3.10 Security caging

The Access Provider shall not require the use of cages or similar structures to physically segregate co-located Equipment or Equipment to be located at or on Facilities of the Access Provider.

3.11 Equipment allowance

Subject to any restrictions under any tenancy agreement, the Access Provider shall permit an Access Seeker to locate Equipment on or at the Access Provider's Facilities which is necessary for the purposes of obtaining the benefit of access to the Facilities and/or Services provided in accordance with this Agreement, including multi-functional Equipment which may also be used for purposes other those specified in this **Condition 3.11**. Where restrictions in the tenancy agreement prohibits an Access Seeker from locating its Equipment at the Access Provider's facilities/premises, the Access Provider:

- (a) shall use best endeavours to obtain the consent of the landlord for the Access Seeker to locate its Equipment at the Access Provider's facilities/premises; and
- (b) may at its own discretion offer an alternative premise and/or facility where the Access Seeker is permitted to locate its Equipment.

3.12 Marking

The Operators will mark or label their Equipment in such a manner that they can be easily identified as the Equipment of the Operator.

3.13 Maintenance

The Access Provider shall permit, and do all the things reasonably necessary to allow an Access Seeker to maintain its Equipment at or on the Facilities/premises to which access has been granted. This includes the provision of physical access.

3.14 Extensions

3.14.1 Subject to all necessary permits, consents and approvals required by law being obtained, the Access Provider shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend Facilities/premises of the Access Provider as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.

3.14.2 Prior to any extension works being carried out, the Access Seeker shall submit a written proposal to the Access Provider detailing the works to be carried and the impact of such works on the Access Provider's network.

3.14.3 If the Access Provider agrees or disagrees with the proposal, the Access Provider will notify the Access Seeker of the same. If the Access Provider disagrees with the proposal, the Access Seeker may request for a meeting with the Access Provider to discuss amendments to the Access Seeker's proposal. The Access Seeker shall be responsible for all works carried out.

3.15 Cost

The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in this **Condition 3.15** shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the Access Provider and all Access at the relevant location. Where there are no other access seekers at the relevant location, the apportionment shall be done in good faith between the Operators in accordance with fair and equitable principles.

3.16 Conditional supply

The Access Provider shall not require an Access Seeker to acquire other Services and/or Facilities from the Access Provider and any Facilities and/or Services in any minimum and



maximum quality as a condition of providing Facilities Access to the Access Provider's Facilities or premises under this Maxis RAO.

3.17 Nominated personnel

3.17.1 The employees and/or contractors nominated by the Access Seeker under **Subsection 3.2** above will be reasonable, having regard to:

- (a) the position of each person and the number of persons nominated; and
- (b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

3.18 Capacity Allocation Policy

3.18.1 In addition to **Subsection 2.32, Section III Terms and Condition for Technical Matters** of this Maxis RAO, the Access Provider's Capacity Allocation Policy shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

- (a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;
- (b) the Access provider shall determine the available space only after considering:
  - i. the requirements for the Access Provider's existing maintenance purposes; and
  - ii. the reservation for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and
- (c) the allocation or available space shall be:
  - i. on a first-come, first-served basis;
  - ii. applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and
  - iii. to the extent possible, based on efficient allocation principles to minimise space wastage.

## SECTION VIII– OPERATIONS AND MAINTENANCE

### 1. General

1.1 Subject to **Section I of the Terms and Conditions for Technical Matters**, this **Section VIII** sets out the operations and maintenance procedures that are applicable in relation to the provision of the Facilities and/or Services.

### 2. Operations and Maintenance Obligations

#### 2.1 Operations & Maintenance Standard & Procedure

2.1.1 The Operators shall take such reasonable steps within their respective Networks to facilitate end-to-end connection of Call Communications across each other's Network in accordance with agreed operations and maintenance standards.

2.1.2 Where this Maxis RAO and the documents referred to in **Section I of Terms and Conditions for Technical Matters** do not cover any operations and maintenance standards, the Operators may, upon mutual agreement, use ITU-T standards and or any quality standards determined by the Commission.

2.1.3 The Operators shall ensure that the operations and maintenance standards and procedures used in the respective Network do not adversely affect the operations of each other's Networks.

2.1.4 Each Operator shall be responsible for the operations and maintenance of its own Facilities and/or Services and shall provide for adequate management of the operations and maintenance of its facilities and support systems.

2.1.5 Each Operator shall on its own establish the recommended maintenance procedures for maintaining and servicing its own Facilities and/or Services.

2.1.6 Each Operator shall be responsible for managing the traffic from its own Gateway to the other Operator's Gateway. This includes applying Network management actions for traffic control under situations like abnormal traffic upsurge, Network instability and other abnormal traffic behaviors.

2.1.7 The Operators will take all necessary precautions to avoid causing damage to the equipment and premises of the other Operator when such facilities are placed in the same co-located space.

2.1.8 The Operators will comply with the relevant national safety laws and regulations

2.2 Fault reporting systems & fault management

2.2.1 The Operators will co-operate to enable each other to meet the terms of their respective Licences and to fulfill their obligations under the Access Agreement and to provide Communications Services to their Customers.

2.2.2 The Operators will manage their Networks to minimize disruption to services and, in the event of interruption or failure of any service, will restore those services in accordance with **Table A of this Section VIII**.

2.2.3 Each Operator must manage, notify and correct faults arising in its Network which affect the provision of any Communications Service by the other Operator:

- (a) as it would in the ordinary course for similar faults affecting the provision of Communications Services by it;
- (b) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in this **Section VIII**.
- (c) in accordance with any service quality standards mutually agreed and/or determined by the Commission.

2.2.4 Each Operator will use its best endeavor to determine faults on its own Network and establish the nature of the fault by carrying out thorough tests as is of common practice in Malaysia on its Network. If such tests prove that the fault is genuine and not residing on its own Network, then the Operator will report this fault to the other Operator's full reporting center.

2.2.5 Each Operator shall perform fault reporting and identification on a non-discriminatory basis and treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.

2.3 Customer fault reporting service

2.3.1 Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies services (inter alia), to report faults relating to any Network, Facility and/or Service.

2.3.2 Both Operators shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.

2.3.3 Each Operator will advise all of its directly connected Customers to report all faults to its own fault reporting service.

2.3.4 If the fault concerns the service of the other Operator, the Operator may promptly inform the other Operator's interconnect fault reporting centre of the reported fault.

2.4 Cross-referrals

2.4.1 If a Customer reports a fault to an Operator:

(a) when the Customer is directly connected to another Operator; or

(b) which clearly relates to a Network, Facility and/or Service of another Operator,

that Operator must promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.

2.5 Network fault responsibility

2.5.1 The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services.

2.5.2 Each Operator is responsible for the operations and maintenance of their portion of the In-Span Interconnect Link Service, alongside with any Network elements under its control and ownership.

2.5.3 Each Operator will be responsible for its own fault management escalation procedures and shall offer full assistance for interconnection faults.

2.6 Transmission service faults

The Operator that supplies transmission services is responsible for maintaining and repairing that transmission service, notwithstanding that the transmission service may be used in the other Operator's Network.

2.7 Major inter-working faults

2.7.1 If a major fault occurs which affects a communication that crosses or is to cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.

2.7.2 If an Operator identifies the presence of a fault, the Operator shall first establish the nature of the fault. The Operator shall verify that the fault does not reside in its own Equipment and/or Network, by conducting thorough tests of its Equipment and/or Network. Upon

ensuring that the fault does not reside in its Equipment and/or Network, the Operator shall then inform the other Operator of the fault for rectification.

2.8 Faults affecting other Networks or Equipment

2.8.1 If an Operator identifies a fault occurring in its Network or with its Facilities which may have an adverse effect on the other Operator's Network, Facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:

- (a) the existence and nature of the fault;
- (b) the actions being taken by the first mentioned Operator to identify and rectify the fault and to further restore the service; and
- (c) the expected time of restoration where possible and the outcome of those actions.

2.9 Bear own costs

Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

2.10 Fault priority

Each Operator shall give priority to faults in the following order:

- (a) the highest service loss impact in terms of the number of Customers affected;
- (b) those which have been reported on previous occasions and have re-occurred; and
- (c) all other faults.

2.11 Fault rectification

2.11.1 Each Operator shall rectify faults on a non-discriminatory basis and on first come first served basis where the priority level is the same.

2.11.2 In respect of faults relating to Interconnect traffic which crosses or is to cross both Operators' Networks or faults occurring at the POI/POP, both Operators shall have joint restoration procedures to achieve the target times set out in **Table A of this Section VIII**.

2.11.3 In undertaking service restoration in respect of interconnection, the Operators shall have regard to matters including the following:-

- (a) service restoration shall take priority over Equipment repair;
- (b) available standby capacity shall be automatically brought it and/or undertaking network management actions shall be undertaken to restore service;
- (c) performing testing to determine the nature and location of the fault in cooperation with the distant end as necessary;
- (d) immediate rectification of an identified fault, if possible;
- (e) where the source of a fault cannot be quickly identified and rectified, the Operator who has identified the fault shall notify the other Operator of the problem and keep that other Operator informed of progress in relation to the identification and rectification of the fault;
- (f) where the source of a fault has been identified by an Operator but immediate rectification is not feasible, the Operator responsible for rectification shall immediately notify the other Operator of the estimated fault rectification time (based on the Operator rectifying the fault using its best endeavours in view of the nature of the fault and its effect on services);
- (g) where an Operator has rectified a fault on a temporary basis, that Operator shall inform the other Operator of this fact and provide the timeline required for permanent rectification; and
- (h) faults unresolved within stipulated target times shall be discussed at regular operation and maintenance meetings;

2.11.4 For the avoidance of doubt, any spares which are required to rectify a fault shall be provided by the Operator which owns the relevant Equipment.

## 2.12 Target times

2.12.1 Each Operator shall respond to, rectify and restore faults in its Network within the lesser of a type listed in the following table in accordance with the target times set out in **Table A of this Section VIII** or as specified in **Part A, Terms and Conditions for regulated Facilities and/or Services**.

TABLE A

Priority Level	Fault Types (examples)	Response Time	Progress Update Frequency	Rectification Time
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signaling problem 5. Major routing issues 6. Fraudulent calls (which are proven and agreed by both Operators)	Within 1 hour	Every 1 hour	4 hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signaling problems 4. Route blocking 10% - 30% 5. Cross line & silent calls 6. Mobile number portability issues.	Within 4 hours	Every 4 hours	24 hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within 24 hours	Every 24 hours	72 hours
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Within 48 hours	Every 48 hours	14 days

#### Explanatory Notes to Subsection 2.12:

- (a) All faults reported shall be ascribed with a “**Priority Level**” as set out in the above table and the Operators involved shall cooperate with one another to achieve the given time targets based on the severity of the fault reported.
- (b) Some of the common “**Fault Types**” are listed as examples in **Table A of this Section VIII**. Operators are required to categorise all faults by reference to the specified ‘Priority Levels’, ‘Response Timeframes and ‘Rectification Timeframes’.

- (c) **“Response Time”** refers to the time for the Operator responsible for restoring the faulty service to respond to and appropriately attend to the fault. Response Times are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is earlier. The Operator to which the fault is notified shall respond by giving feedback to the first mentioned Operator within the target times set out in Table A of this Section VII.
- (d) **“Progress Update Frequency”** means the frequency at which the affected Operator may call the Operator responsible for restoring the fault to obtain a verbal progress update.
- (e) **“Rectification Time”** refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting centre of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

2.12.2 The Rectification Time shall be measured each month as **“Mean Time to Rectify”** or **“MTTR”** and means the average Rectification Time it takes to rectify a fault over a twelve (12) rolling month period. The MTTR shall be met in the following timelines:

Priority Level	MTTR
1	4 hours
2	24 hours
3	72 hours
4	14 days

The MTTR shall be discussed for tracking purposes at service review meetings.

2.12.3 The Operators shall cooperate with each other to achieve the Response Time, Progress Update Frequency and Rectification Time as applicable to the priority level of the reported fault.

## 2.13 Planned maintenance

2.13.1 If an Operator (**“Maintenance Operator”**) intends to undertake planned maintenance which may affect the other Operator’s Network, Facilities and/or Services, the Maintenance Operator must:



- (a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications which cross or are to cross both Operators' Networks, and which are caused by the maintenance or re-routing;
- (c) where practicable and agreed by the Operators, provide alternative routing or carriage at no additional cost to the other Operator;
- (d) in the event that both Operators are involved in the planned maintenance activities, interconnect testing must be carried out by both Operators on completion of the planned maintenance activity to ensure no inter-working problems arise. If only one Operator is involved in the planned maintenance activities, then only that Operator is required to perform the interconnect testing and such testing shall be determined on a case by case basis; and
- (e) if the planned maintenance is not restored to full service within the expected duration, the additional maintenance time shall be regarded as an unplanned outage occasioned by a planned outage and the procedure for dealing with unplanned outages applies. The Operator responsible for the outage shall inform the other Operator of the cause of the unplanned outage.

#### 2.14 Planned maintenance windows

An Operator shall undertake planned maintenance within windows of time agreed with the other Operator, and where the windows of time for such planned maintenance have the least effect on end-users.

#### 2.15 Emergency maintenance

2.15.1 If an Operator (Maintenance Operator) needs to undertake emergency maintenance which may affect the other Operator's network, the Maintenance Operator must, if it is able to:

- (a) alert the other Operator of the planned emergency maintenance via an immediate verbal communication upon providing a written notice and where possible provide at least 24 hours' notice of the planned maintenance; and
- (b) use its reasonable endeavours to minimize any disruption to the carriage of communications which cross or are to cross both Operator's Networks, and which are caused by the maintenance or re-routing;

- (c) where the Operators agree that it is practicable, , provide alternative routing or carriage at no additional cost to the other Operator; and
- (d) for the purpose of this **Subsection 2.15**, the **Condition 2.13.1(d)-(e)** and **Subsection 2.14** of this **Section VIII Terms and Conditions for Technical Matters** shall apply.

#### 2.16 Interconnection Fault Reporting Centre

2.16.1 Both Operators shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.

2.16.2 All interconnection faults must be reported to the respective fault reporting center. Fault reports to an Operator's interconnect fault reporting centre shall be acted upon promptly and shall include the exchange of:

- (a) a unique fault reference number for a fault report;
- (b) the date and time the fault was initially reported; and
- (c) the date and time the fault was informed to the other Operator.

#### 2.17 Joint Investigation

Prolonged or recurring faults may need to be investigated by a joint engineering team consisting of representatives from the Operators. The formation of such a team does not imply that an Operator's representatives have any rights of access to the other Operator's premises, Equipment, documentation and other property, for the purposes of inspection.

### 3. **Network Monitoring and maintenance**

3.1 Each Operator is responsible for monitoring of alarms belonging to its own Network.

3.2 The Operators shall ensure that either Operator's Network which may affect either Operator's traffic is subject to a Network alarm management system and monitored in a way which is consistent with the operations and maintenance procedures as agreed between the Operators.

#### 3.3 Routine Testing

3.3.1 The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection service at agreed service levels in accordance

with standards as agreed by both parties or such other standards as may be determined by the Commission.

3.4 Detailed Testing

3.4.1 The Operators shall conduct detailed interconnection service tests as and when required and agreed by both Operators to ensure the maintenance of interconnection service at agreed service levels in accordance to ITU-T standards and or quality standards determined by the Commission. Each Operator must supply the other Operator with a list of test numbers to be used for testing of the interconnect links. Such testing must be kept to a minimum and shall be conducted during traffic off-peak hours (to be determined on a case by case basis). In the event that an Operator wished to conduct bulk circuit testing using automatic testers, prior agreement must first be sought from the other Operator.

3.5 An Operator must notify the other Operator of any and all abnormal test results obtained from the interconnect link tests within five (5) Business Days from the time of discovery. Such abnormal test results may also be raised as an issue by an Operator at a subsequent service review meeting.

3.6 Interconnection circuit utilization details

The Operators may, where required, exchange records of circuit utilization and call connection performance over the Point of Interface at regular intervals to ensure that service over the interface is maintained at agreed levels. Both Operators shall exchange outbound traffic utilization for critical routes at a triggering point of seventy-five per cent (75%) utilization.

3.7 Fault history

The Operators must each keep a record of fault escalations (“**Fault Escalation Record**”), which shall be retained for a period of two (2) years from the date of the faults. The Fault Escalation Record must contain details including the fault reference number, the cause of the fault, the fault report date/ time, restoration action and the corresponding restoration date/time. These records may be used to determine the performance of the Services.

4. **Quality of Service for O&T Services**

4.1 The Operators shall hold meetings on a monthly basis or at mutually agreed intervals to review the performance of interconnection between the Operator’s Network and mutually exchange operational information. In addition, the Operators shall discuss at the meetings, any other inter-working issues that may arise. The information provided in such reports is confidential information and subject to confidentiality obligations under this Maxis RAO.

## Terms and Conditions for Technical Matters

- 4.2 The Operators shall use best endeavors to manage their respective Networks at a level that will enable each Operator to provide to their Customers Call Communications at the service qualities outlined in the Quality-of-Service Standard set out in the table below.

Network Quality %	Threshold	Remarks
<b>1.0 Successful Call</b>  1.1 Answered Call  1.2 Busy Call  1.3 No Answer Call  1.4 Call Abandon	$\geq 94\%$	Number of calls that successfully seized a trunk group and are answered.  Number of calls that successfully seized a trunk group and are terminated after connection due to "terminating subscriber is busy".  Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or the calling Party went on-hook during ringing.  Indicate the unallocated numbers and incomplete dialing from calling Party.
<b>Call Establishment Rate</b> (1.1 + 1.2 + 1.3)	$\geq 85\%$	Expressed as the sum of Answered, Busy and No Answer Call that indicate the calls are successfully seize the circuits to the total of call attempt.
<b>2.0 Unsuccessful Call</b>  2.1 Network Congestion  Internal Congestion (ICONG)  External Congestion	$\leq 6\%$  $\leq 3\%$  $\leq 1\%$  $\leq 2\%$	Number of calls offered to a trunk groups that are rejected in the own switch. (Internal congestion of originating POI and interconnect route congestion that is due to insufficient capacity to support the current traffic).

Network Quality %	Threshold	Remarks
(OCONG)		Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating far end congestion occurred within the terminating POI and the subsequent terminating Network.
2.2 Network Fault	$\leq 3\%$	
External Technical Irregularities/Error (ETI)	$\leq 2\%$	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other Network Element.
Internal Technical Irregularities/Error (ITI)	$\leq 1\%$	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network

The Operators shall manage the TSolP Network based on best efforts basis.

#### 4.3 Minimising Technical Fault Rate

The Operators must use best endeavours to minimise the technical fault within their respective Networks. Sampling data is derived from service observations or test calls. The Operators must use best endeavours to:

- (a) achieve a Network Technical Fault rate of less than three percent (3%); and
- (b) identify and take appropriate action to reduce any Network Technical Fault within the service levels set out in the Quality of Service Standard set out above.

If both Operators are unable to identify the cause of the Network Technical Fault, both Operators must agree on a joint investigation schedule to rectify the problem.

#### 5. Maintenance of Point of Interface Equipment

##### 5.1 Each Operator shall be responsible for *inter alia*:

- (a) maintaining its POI/POP Equipment located in POI/POP sites in good working condition;

- (b) maintaining the POI/POP sites in a tidy and safe condition;
- (c) ensuring that flammable material is not left in or around POI/POP sites following maintenance works or other operations;
- (d) take such other action as a reasonable prudent operator of such POI/POP Equipment would take.

## 6. Business Contingency Plan

6.1 A Major Unplanned Outage is an outage which occurs in a region ("Affected Region") if:-

- (a) the entire interconnection between the Operators in the Affected Region is interrupted (for example, because of disruptions in a transmission link or disruptions in a POI switch); or
- (b) Call Communications between the Operators' Networks cannot be established in the Affected Region; and
- (c) the Operators anticipate that the network services are unlikely to be restored within three (3) hours of the outage.

6.2 The Operators acknowledge that the occurrence of a Major Unplanned Outage will have considerable impact on the Networks of the Operators. In view thereof, the Operators must agree on a contingency plan ("Business Contingency Plan"), which may include the rerouting of Call Communications between the Operators' Networks outside the Affected Region ("Contingency Rerouting Plan"). This is to partially normalise network services in the event of Major Unplanned Outages.

6.3 In the event of a Major Unplanned Outage and a "Contingency Rerouting Plan" is mutually agreed:-

- (i) the Operators must within three (3) hours of agreeing on the Contingency Rerouting Plan, implement the agreed Contingency Rerouting Plan;
- (ii) the Operators will inform their respective billing and settlement departments on the day following the implementation of the Contingency Rerouting Plan by the Operators; and

(iii) the Operator whose Network is the source of the outage must provide a written incident report to the other Operator within two (2) Business Days of the occurrence of the outage.

6.4 Notwithstanding anything to the contrary in this Maxis RAO, the Operators' obligations in the event of any Major Unplanned Outages (due to any reason whatsoever) as set out in this **Subsections 6.1 to 6.3** shall not be suspended or excused on the grounds that the Major Unplanned Outage occurred due to a Force Majeure event.

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## SECTION IX – OTHER TECHNICAL MATTERS

### 1. General

1.1 Section IX sets out the other technical matters and procedures that are applicable in relation to the provision of Facilities and/or Services.

### 2. Technical Obligations

#### 2.1 Compliance

The Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked or are not inconsistent with any technical obligations set out in the MSA Determination.

#### 2.2 Prevention of technical harm and interference

2.2.1 Each Operator is responsible for the safe operation of its Network and must take all reasonable and necessary steps to ensure that its Network, its Network operations and implementation of this Maxis RAO:

- (a) do not endanger the safety or health of the officers, employees, contractors, agents or Customers of the other Operator; and
- (b) do not damage, interfere with or cause any deterioration in the operation or impedes or interrupts the continuous use of the other Operator's Network.

which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.

2.2.2 Each Operator must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.

2.2.3 Each Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

2.2.4 Each Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, Facilities, Services or Equipment which:

- (a) cause interference; or



- (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, Facilities, Services or Equipment of another Operator.

### 2.3 Prohibition of tampering and modification

- 2.3.1 An Operator must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Operator or take any action with respect to the other Operator's Network without the other Operator's permission.

### 2.4 Notice of interference and rectification

If an Operator (**Notifying Operator**) notifies another Operator that the other Operator's Facilities, Services or Equipment is causing interference to the Notifying Operator's Facilities, Services or Equipment:

- (a) the other Operator shall rectify the situation so that no interference is caused within twenty four (24) hours of receiving notice from the Notifying Operator; or
- (b) if the other Operator is not able to locate the source of the interference within twenty four (24) hours under **Condition 2.4(a)** above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet within twenty four (24) hours of such notice and jointly examine each other's Facilities, Services or Equipment to locate the source of the Interference.

### 2.5 Handover principles

Where access is provided to an O&T Service, an Operator shall handover interconnected calls to the other Operator on the basis requested by the Access Seeker, unless otherwise agreed. For clarification:

- (a) for originating Services provided by an Access Provider, the Access Seeker (terminating Operator) may elect whether handover will be on a Near End Handover basis or on a Far End Handover basis subject to applicable charging.
- (b) for terminating Services provided by an Access Provider, the Access Seeker (originating Operator) may elect handover will be on a Near End Handover or on a Far End Handover basis subject to applicable charging.

## 2.6 Dummy CLIs

In all situations, a Customer's original CLI must be routed by the Access Provider to the Access Seeker and, where applicable, by the Access Seeker to the Access Provider. Accordingly, in all situations, the translation of numbers, the use of "dummy" numbers or CLI, or any other means of altering numbers which does confuse, or may have the tendency to confuse the Network of the Access Provider or the Access Provider's or Access Seeker's billing system is absolutely prohibited unless otherwise agreed by the Operators provided always, that agreed "dummy" numbers or CLI may be used to overcome technical problems relating to routing of Interconnect Traffic or billing of Services and such "dummy" numbers are listed in the documents referred to in **Section I of the Terms and Conditions for Technical Matters**.

## 2.7 Designation of Point of Interface

The Operators shall:

- (a) designate in writing the Point of Interface(s) for the handover of Interconnect Traffic destined for every Home Area and Closed Number Area; and
- (b) provide at least two (2) months prior written notice of its intention to designate a Point of Interface as the point for the handover of particular Interconnect Traffic that would affect the interconnect charges payable by an Operator to the other Operator on any particular route. This notice period can be shortened by agreement between the Operators.

## 2.8 Termination of Calls to the RVA

In the event that a Call Communication from the Network of the Access Seeker is terminated at the RVA of the Access Provider's Network, the Access Provider shall forward the answer signal to the Access Seeker's Network on the activation of the RVA and/or the intervention of a human operator, if applicable, on the Access Provider's Network.

## 2.9 Re-dimensioning of Network

In the event that a Call Communication from the Network of the Access Seeker is not completed due to trunk congestion (which is exhibited by signaling for congestion) on the Access Provider's Network, the Access Provider shall forthwith re-dimension their Network including Interconnect Capacity and Interconnect Conditioning, within three (3) days to enable a Call Communication from the Network of the Access Seeker to be completed on the Network of the Access Provider.

2.10 Excessive Request

2.10.1 In the event that the Access Provider receives large number of Access Requests, Forecasts and/or Orders from the Access Seeker and various other access seekers such that it is not:-

- (a) within the reasonable estimation or contemplation of the Access Provider;
- (b) reasonably practicable for the Access Provider to process the Access Requests, Forecast and/or Orders within their respective time frames as stipulated in this Agreement; and/or
- (c) fair and equitable to process the Access Requests, Forecasts and/or Orders on a first come first served basis,

the Access Provider shall notify the Access Seeker in writing of the same. Such written notice shall specify, in sufficient details, the reasons for not being able to process the Access Requests, Forecasts and/or Orders. The Operators and/or other interested parties shall meet within five (5) Business Days or such other period to be mutually agreed to develop a process to manage the large volume of Access Requests, Forecasts and/or Orders made to ensure fair and equitable management or processing of the Access Requests, Forecasts and/or Orders received (“Excessive Request Process”).

2.10.2 Notwithstanding anything in **Section 3 of the General Terms and Condition, and Sections II and III of the Terms and Conditions for Technical Matters**, the Operators agree that, upon the occurrence of any event specified in **Condition 2.10.1**, the Access Provider shall not be bound by the time frames applicable for the management and processing of the Access Requests, Forecasts and/or Orders (as specified in **Section 3 of the General Terms and Condition, and Sections II and III of the Terms and Conditions for Technical Matters** respectively) provided that the management and processing of the same is in accordance with the Excessive Request Process.

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TERMS AND CONDITIONS  
FOR  
REGULATED FACILITIES AND/OR SERVICES

## 1. General

- 1.1 The General Terms and Conditions and the Terms and Conditions for Technical Matters shall also apply to these Regulated Facilities and/or Services subject to any modifications specified herein.
- 1.2 These Terms and Conditions for Regulated Facilities and/or Services must be registered with the Commission in accordance with section 150 of the Act and shall only take effect upon registration.
- 1.3 These Terms and Conditions for Regulated Facilities and/or Services comprise of:-
- (a) Part A – Service Description
  - (b) Part B – Charges and Charging Principles

## 2. List of Regulated Facilities and/or Services

- 2.1 The list of Regulated Facilities and/or Services under this document are as follows:

Regulated Facilities / Services	Sections in Part A and B
Fixed Network Origination and Termination Service	Section I
Mobile Network Origination and Termination Service	Section II
Interconnect Link Services	Section III
Network Co-location Service	Section IV
Infrastructure Sharing	Section V
Duct and Manhole Access	Section VI
End-to-End Transmission Service	Section VII
MVNO Access	Section VIII
HSBB Network Service	Section IX
Domestic Inter-Operator Roaming Services	Section X

PART A

SERVICE DESCRIPTION

SECTION I – FIXED NETWORK ORIGINATION AND TERMINATION SERVICE

1. Scope

1.1 This **Section I Part A** sets out the terms and conditions which would be applicable to:

(a) Fixed Network Origination Service; and

(b) Fixed Network Termination Service,

unless otherwise expressly stated.

2. General Terms and Condition

2.1 Subject to the Interconnection Service being provided in accordance with **Section III of Part A and Part B** and the Access Seeker's compliance with the Service Ordering Procedures, the Access Provider will provide this Interconnection Service in accordance with the agreed provisioning procedures, as set out in the **Terms and Conditions for Technical Matters** and the relevant **Manuals**.

2.2 Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control.

2.3 The Access Seeker will pay the Access Provider for Interconnection Services stated in this **Section I of Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section I of Part B**. For avoidance of doubt, International Inbound Calls are considered as domestic Call Communications.

2.4 The routing and call handover principles to be applied to this type of Call Communication are set out in the relevant Manuals.

2.5 In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Charges. Any Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected. The DTS/ MSC/media gateway

shall submit the 'B' party number to the terminating exchange and not the original 'A' number when the call is subject to "call forwarding". International call forwarding is not permitted.

- 2.6 The Operators agree that the Interconnection Services are provided by the Access Provider for the carriage of Call Communications between the Access Provider and the Access Seeker's respective Customers only. Each Operator undertakes not to use the Interconnection Services obtained from the other Operator to provide network transit services to and from any third parties for the domestic calls unless mutually agreed in **writing** by the Access Provider, the Access Seeker and the third Operator.
- 2.7 Where applicable, all calls to be terminated to TSOIP Numbers shall be handed at POI/POP mutually agreed by the Operators.
- 2.8 The Access Seeker may install its own Interconnect Link Service instead of obtaining Interconnect Link Service from the Access Provider. The Access Seeker shall be entitled to provision its own Interconnect Link Service either via equipment and facilities owned or leased by it from any operator, provided that the Access Seeker informs the Access Provider of the identity of such third-party operator. If the Access Seeker installs its own Interconnect Link Service, the Access Seeker's equipment can be co-located in the Access Provider's premises in accordance with **Section VII of the Terms and Conditions for Technical Matters** for the required space in the Access Provider's premises. The Access Provider shall provide the Access Seeker access to its premises in accordance with **Section VII of the Terms and Conditions for Technical Matters**.
- 2.9 The Access Provider shall only request Forecasts where:
- (a) the maximum period of time covered by Forecasts regarding O&T Services is one (1) year, or as mutually agreed by the Operators;
  - (b) the minimum intervals or units of time to be used in Forecasts regarding O&T Services is six (6) months or as mutually agreed by the Operators; and
  - (c) the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months or as mutually agreed by the Operators.
- 2.10 The Access Provider shall acknowledge receipt of each Order for the O&T Services within one (1) Business Day.
- 2.11 Subject to any shorter timeframe required under **Subsection 2.12, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider must notify an Access Seeker that an Order for O&T Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO; or
  - (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.12 For the purpose of **Subsection 2.13.1(a), Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the indicative delivery timeframe for O&T Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this **Subsection 2.12** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.13 For the purpose of **Condition 5.1.1(e), General Terms and Conditions** of this Maxis RAO, between the Operators, the Billing Period for O&T Services will be monthly.
3. **Access to Premises**
- 3.1 Where relevant, the terms and procedures for Facilities access and co-location set out in **Section VII of the Terms and Conditions for Technical Matters** shall be applicable.
- 3.2 Unless otherwise agreed by the Operators, each POI will be physically installed and housed at the locations to be agreed by the Operators.
- 3.3 Where an Access Seeker leases Interconnect Link Service from the Access Provider to trunk its Interconnect Traffic to and from the POI to its Gateway, the Access Provider's equipment can be co-located in the Access Seeker's premises in accordance with **Section VII of the Terms and Conditions for Technical Matters** for the required space in the Access Seeker's premises.
- 3.2 The Access Seeker shall provide the Access Provider reasonable access to its premises when the Access Provider reasonably requires it for the purpose of installing, maintaining, modifying or removing the Access Provider's equipment required at the POI.



**4. Numbering**

4.1 The Operators are to comply with the obligations, operations and procedures in relation to the Fixed Numbers determined by the Number Plan promulgated by the Commission.

4.2 The Operators shall have full discretion in allocating to their Customers the Fixed Numbers which have been allocated for their respective use by the Commission subject to the following conditions:

(a) Save for Telephony Service over IP numbers, every 10,000 block of numbers must be capable of reference to and restricted to one Telephone Area; and

(b) Allocation of Fixed Numbers to facilitate access and routing over the Operator's Network should be in accordance with the procedures laid down in **Terms and Conditions for Technical Matters** and the **Technical and Implementation Manual**.

**5. Special Terms and Conditions**

5.1 Fixed Network Origination Service

5.1.1 Customer Billing and Debt

The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Fixed Network Origination Service.

5.2 Freephone Service and Toll Free Service

5.2.1 All calls to Freephone Numbers and Toll Free Numbers of the Operator providing the Services shall be handed over on a Near End Handover basis or other handover basis mutually agreed between the Operators.

5.2.2 In respect of the above mentioned Service, the Access Seeker may terminate their requirement for such service provided it serves the Access Provider with at least a three (3) months written notice.

**6. SMS Termination Service**

6.1 The Operators shall in its usage of the SMS termination service comply and shall ensure that their respective customers comply with all applicable laws Ordinance, rules and regulations applicable in Malaysia.

6.2 The SMS termination service shall solely be provided to the Operator's directly connected customers only.

a) For clarification, the Operators agree that the SMS termination service shall be provided for "peer to peer" SMS traffic between the Operators only. The Operators further agree that it shall not deliver and terminate SMS traffic, which are originated from message aggregators (for example Macro Kiosk Berhad, Sybase 365 and other companies who conduct business of the same nature), unless otherwise mutually agreed in writing by the Operators.

b) The Operators shall ensure that no "Information-On-Demand" traffic (for example stock information services, directory services and other type of services) will be carried and terminated to the directly connected Customer of the other Operators, unless otherwise agreed in writing by the Operators.

6.3 The Operators agrees that any and all advertisement via SMS originated by the Access Seeker shall be prohibited from being sent to the Access Provider's Customers, unless otherwise agreed in writing by the Operators.

6.4 Without limitation to the foregoing conditions, upon receipt of sufficient notification from an Operator the other Operator shall, within a reasonable time use their best efforts to ensure that their Customers shall not send SMS Communications to the other Operator's Customer which are:-

(a) unsolicited or unwelcome SMS Communications;

(b) for any purpose against public interest, public order or national harmony;

(c) defamatory, obscene or other unlawful material;

(d) in connection with the infringement of any copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy, provided such notification is accompanied by a court order in respect to such infringement.

6.5 The Operators shall entitled to block, in its Network, any SMS Communication made from the other Operator's Network, which does not fill the requirement set out in this Maxis RAO.

## 7. MMS Termination Service

7.1 The Access Provider shall provide the Access Seeker with the MMS termination service, which is a network service for the carriage of MMS Communications over the internet

protocol Network and/or direct interconnection situated between each Operator's Multimedia Messaging Service Centre ("MMSC") for the purpose of terminating the MMS Communication.

- 7.2 The Access Provider shall provide MMS termination service only in Malaysia, using its IP Network to terminate the MMS Communications on its TSOIP Numbers. Functionalities of MMS termination service include internet protocol addressing required to support the Interconnection Service.
- 7.3 Each Operator agrees:-
- (a) that MMS termination service shall only be provided for "peer to peer" MMS traffic between Customers of the Operators;
  - (b) that the Access Provider may, acting in good faith, take necessary steps to block in its Network any MMS Communication originating from the Access Seeker's Network which contravenes any applicable laws, rules, regulation, standards or codes in Malaysia. In such event, the Access Provider shall immediately notify the Access Seeker of the said blocking.
  - (c) that the Access Provider shall, except if the Access Provider is limited by network constraints, provide "legacy support" to all its Customers who have yet to activate their MMS service. "Legacy support" is a feature whereby the Access Provider shall undertake to notify all its subscribers (who are unable to receive MMS Communications on their mobile phone) via SMS notification, that they have received MMS Communications which are pending retrieval.
  - (d) that the Access Provider shall use its best endeavors to maintain each MMS Communication terminating at its Network (regardless whether the said MMS Communication is successfully delivered to the Access Provider's subscribers' mobile phone) at its MMSC for a maximum period of seventy two (72) hours, calculated from the time the said MMS Communication terminates at its Network.
  - (e) that the capacity of each MMS Communication sent to the Access Provider's Network by the Access Seeker shall not exceed 300KB. The agreed capacity may be reviewed upon mutual agreement between the Operators.
  - (f) to exchange summary reports of its Call Data Records "CDR" on a monthly basis.
  - (g) to refrain from sending any advertisement relating to its Communication Services via MMS to the other Operator's Customers unless otherwise mutually agreed.

PART A

SERVICE DESCRIPTION

SECTION II - MOBILE NETWORK ORIGINATION AND TERMINATION SERVICE

1. Scope

1.1 This Section II of Part A sets out the terms and conditions which would be applicable to

(a) Mobile Network Origination Service;

(b) Mobile Network Termination Service

unless otherwise expressly stated.

2. General Terms and Conditions

2.1 Subject to the Interconnection Service being provided in accordance with Section III of Part A and B and the Access Seeker's compliance with the Service Ordering Procedure, the Access Provider will provide this Interconnection Service in accordance with the agreed provisioning procedure, as set out in the Terms and Conditions for Technical Matters and the relevant Manuals.

2.2 Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control.

2.3 The Access Seeker will pay to the Access Provider for Interconnection Services stated in this Section II of Part A provided by the Access Provider, Access Charges in accordance with the applicable provisions set out in the Section II of Part B. For avoidance of doubt, International Inbound Calls are considered as domestic Call Communications.

2.4. The routing and call handover principles to be applied to this type of Call Communication are set out in the relevant Manuals.

2.5 A Call Communication made to or from a mobile terminal in Malaysia who is roaming from its base network in a foreign country on the network of an Operator in Malaysia ("Visited Network") will, as between the Operators, be treated:-

- (a) where the Call Communication is made from the mobile terminal, in all respect as if it was from a Mobile Number from which the Visited Network is the Network on which the Call Communication is originated; and
  - (b) where the Call Communication is made to the mobile terminal, in all respect as if it was to a Mobile Number from which the Visited Network is the Network on which terminating access is provided.
  
- 2.6 In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Mobile Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Charges. Any Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or Mobile Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected. For the avoidance of doubt, the international call forwarding shall be prohibited.
  
- 2.7 The Operators agree that the Interconnection Services are provided by the Access Provider for the carriage of Call Communications between the Access Provider and the Access Seeker's respective Customers only. Each Operator undertakes not to use the Interconnection Services obtained from the other Operator to provide network transit services to and from any third parties for domestic calls unless mutually agreed in writing by the Access Provider, the Access Seeker and the third Operator.
  
- 2.8 The Access Seeker may install its own Interconnect Link Service instead of obtaining Interconnect Link Service from the Access Provider. The Access Seeker shall be entitled to provision its own Interconnect Link Service either via equipment and facilities owned or leased by it from any operator, provided that the Access Seeker informs the Access Provider of the identity of such third-party operator. If the Access Seeker installs its own Interconnect Link Service, the Access Seeker's equipment can be co-located in the Access Provider's premises in accordance with **Section VII** of the **Terms and Conditions for Technical Matters** for the required space in the Access Provider's premises. The Access Provider shall provide the Access Seeker access to its premises in accordance with **Section VII** of the **Terms and Conditions for Technical Matters**.
  
- 2.9 For the purpose of **Subsection 2.3, Section II, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall only request Forecasts where:
  - (a) the maximum period of time covered by Forecasts regarding O&T Services is one (1) year, or as mutually agreed by the Operators;
  - (b) the minimum intervals or units of time to be used in Forecast regarding O&T Services is six (6) months or as mutually agreed by the Operators; and

- (c) the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months or as mutually agreed by the Operators.
- 2.10 For the purposes of **Subsection 2.5, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall acknowledge receipt of each Order for the O&T Services within one (1) Business Day.
- 2.11 Subject to any shorter timeframe required under **Subsection 2.12, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider must notify an Access Seeker that an Order for O&T Service is accepted or rejected within ten (10) Business Days after:
  - (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO; or
  - (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.12 For the purpose of **Subsection 2.13.1(a), Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the indicative delivery timeframe for O&T Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this **Subsection 2.12** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.13 For the purpose of **Condition 5.1.1(e), General Terms and Conditions** of this Maxis RAO, between the Operators, the Billing Period for O&T Services will be monthly.
- 3. **Access to Premises**
  - 3.1 Where relevant, the terms and procedures for Facilities Access and co-location set out in **Section VII of the Terms and Conditions for Technical Matters** shall be applicable.
  - 3.2 Unless otherwise agreed by the Operators, each POI/POP will be physically installed and housed at the locations to be agreed by the Operators.
  - 3.3 Where an Access Seeker leases Interconnect Link Service from the Access Provider to trunk its Interconnect Traffic to and from the POI to its Gateway, the Access Provider's equipment

can be co-located in the Access Seeker's premises in accordance with **Section VII of the Terms and Conditions for Technical Matters** for the required space in the Access Seeker's premises.

- 3.4 The Access Seeker shall provide the Access Provider reasonable access to its premises when the Access Provider reasonably requires it for the purpose of installing, maintaining, modifying or removing the Access Provider's equipment required at the POI/POP.

#### **4. Numbering**

- 4.1 The Operators are to comply with the obligations, operations and procedures in relation to the Mobile Numbers determined by the Number Plan promulgated by the Commission.

- 4.2 The Operators shall have full discretion in allocating to their Customers the Mobile Numbers which have been allocated for their respective use by the Commission subject to the following conditions:

- (a) Each Mobile Number must be allocated in accordance with the cellular mobile operator's respective numbering plan; and
- (b) Each Mobile Number must be capable of reference to the Home Area.

#### **5. Special Terms and Conditions**

- 5.1 Mobile Network Origination Service

- 5.1.1 Customer Billing and Debt

The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Mobile Network Origination Service.

- 5.2 Freephone Service and Toll Free Service

- 5.2.1 All calls to Freephone Numbers and Toll Free Numbers of the Operator providing the Services shall be handed over on a Near End Handover basis or other handover basis mutually agreed between the Operators.

- 5.2.2 In respect of the above mentioned Service, the Access Seeker may terminate their requirement for such service provided it serves the Access Provider with at least a three (3) months written notice.

**6. SMS Termination Service**

- 6.1 The Operators shall in its usage of the SMS termination service comply and shall ensure that their respective customers comply with all applicable laws Ordinance, rules and regulations applicable in Malaysia.
- 6.2 The SMS termination service shall solely be provided to the Operator's directly connected customers only.
- a) For clarification, the Operators agree that the SMS termination service shall be provided for "peer to peer" SMS traffic between the Operators only. The Operators further agree that it shall not deliver and terminate SMS traffic, which are originated from message aggregators (for example Macro Kiosk Berhad, Sybase 365 and other companies who conduct business of the same nature), unless otherwise mutually agreed in writing by the Operators.
  - b) The Operators shall ensure that no "Information-On-Demand" traffic (for example stock information services, directory services and other type of services) will be carried and terminated to the directly connected Customer of the other Operators, unless otherwise agreed in writing by the Operators.
- 6.3 The Operators agrees that any and all advertisement via SMS originated by the Access Seeker shall be prohibited from being sent to the Access Provider's Customers, unless otherwise agreed in writing by the Operators.
- 6.4 Without limitation to the foregoing conditions, upon receipt of sufficient notification from an Operator the other Operator shall, within a reasonable time use their best efforts to ensure that their Customers shall not send SMS Communications to the other Operator's Customer which are:-
- (a) unsolicited or unwelcome SMS Communications;
  - (b) for any purpose against public interest, public order or national harmony;
  - (c) defamatory, obscene or other unlawful material;
  - (d) in connection with the infringement of any copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy, provided such notification is accompanied by a court order in respect to such infringement.
- 6.5 The Operators shall entitled to block, in its Network, any SMS Communication made from the other Operator's Network, which does not fill the requirement set out in this Maxis RAO.



**7. MMS Termination Service**

7.1 The Access Provider shall provide the Access Seeker with the MMS termination service, which is a network service for the carriage of MMS Communications over the internet protocol Network and/or direct interconnection situated between each Operator's Multimedia Messaging Service Centre ("MMSC") for the purpose of terminating the MMS Communication.

7.2 The Access Provider shall provide MMS Termination Access Service only in Malaysia, using its GSM Network (inclusive of GPRS) to terminate the MMS Communications on its Mobile Numbers. Functionalities of MMS Termination Access Service include circuit switching and internet protocol addressing required to support the Interconnection Service.

7.3 Each Operator agrees:-

- (a) that MMS termination service shall only be provided for "peer to peer" MMS traffic between Customers of the Operators;
- (b) that the Access Provider may, acting in good faith, take necessary steps to block in its Network any MMS Communication originating from the Access Seeker's Network which contravenes any applicable laws, rules, regulation, standards or codes in Malaysia. In such event, the Access Provider shall immediately notify the Access Seeker of the said blocking.
- (c) that the Access Provider shall, except if the Access Provider is limited by network constraints, provide "legacy support" to all its Customers who have yet to activate their MMS service. "Legacy support" is a feature whereby the Access Provider shall undertake to notify all its subscribers (who are unable to receive MMS Communications on their mobile phone) via SMS notification, that they have received MMS Communications which are pending retrieval.
- (d) that the Access Provider shall use its best endeavors to maintain each MMS Communication terminating at its Network (regardless whether the said MMS Communication is successfully delivered to the Access Provider's subscribers' mobile phone) at its MMSC for a maximum period of seventy two (72) hours, calculated from the time the said MMS Communication terminates at its Network.
- (e) that the capacity of each MMS Communication sent to the Access Provider's Network by the Access Seeker shall not exceed 300KB. The agreed capacity may be reviewed upon mutual agreement between the Operators.
- (f) to exchange summary reports of its Call Data Records "CDR" on a monthly basis.

- (g) to refrain from sending any advertisement relating to its Communication Services via MMS to the other Operator's Customers unless otherwise mutually agreed.
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PART A  
SERVICE DESCRIPTION

SECTION III- INTERCONNECT LINK SERVICE

1. Scope

1.1 This Section III of Part A sets out the terms and conditions which are applicable to Interconnect Link Service.

2. General Terms and Conditions

2.1 An Interconnect Link Service is a Facility and/or Service which enables the connection between the network of an Access Provider and the network of an Access Seeker for the purpose of providing an Interconnection Service, including but not limited to:

- (a) the interconnection of the IP-based network of an Access Provider to the IP-based network of an Access Seeker
- (b) the interconnection of the Signalling System Number Seven ("SS7") network of an Access Provider to the SS7 network of an Access Seeker

at the agreed POI/POP for the purpose of carrying interconnect traffic such as voice and data or any other traffic mutually agreed by the operators.

2.2 For the purpose of Subsection 2.3, Section II, Terms and Conditions for Technical Matters of this Maxis RAO, the Access Provider shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Interconnect Link Service is three (3) year, or as mutually agreed by the Operators;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Interconnect Link Service is one (1) year or as mutually agreed by the Operators; and
- (c) the maximum frequency to update or to make further Forecasts regarding Interconnect Link Service is once a year or as mutually agreed by the Operators.

2.3 For the purposes of Subsection 2.5, Section III, Terms and Conditions for Technical Matters of this Maxis RAO, the Access Provider shall acknowledge receipt of each Order for the Interconnect Link Service within two (2) Business Days.

- 2.4 Subject to any shorter timeframe required under **Subsection 2.12, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider must notify an Access Seeker that an Order for the Interconnect Link Service is accepted or rejected within fifteen (15) Business Days after:
- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO; or
  - (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.5 For the purpose of **Subsection 2.13.1(a), Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the indicative delivery timeframe for Interconnect Link Service is:
- a) twenty (20) Business Days if the Interconnect Link Service is requested at an existing POI between the Access Provider and the Access Seeker; or
  - b) four (4) months if the Interconnect Link Service is requested at a new POI between the Access Provider and the Access Seeker.

For clarification, the indicative delivery timeframe in this **Subsection 2.5** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.

- 2.6 For the purpose of **Condition 5.1.1(e), General Terms and Conditions** of this Maxis RAO, between the Operators, the Billing Period for Interconnect Link Service will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
- 2.7 The Access Seeker shall pay to the Access Provider for Interconnect Link Services stated in this **Section III** of **Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section III** of **Part B**.
3. **Pre-Requisites for Applying For Interconnect Link Service**
- 3.1 The Access Provider shall not be obliged to provide to the Access Seeker Interconnect Link Service unless the Access Seeker has first applied and subscribed to:-
- (a) (i) Fixed Network Origination Service; and

- (ii) Fixed Network Termination Service, and/or
- (b) (i) Mobile Network Termination Service; and
- (ii) Mobile Network Origination Service.

3.2 The terms and conditions pertaining to:-

- (a) (i) Fixed Network Origination Service; and
- (ii) Fixed Network Termination Service, and/or
- (b) (i) Mobile Network Termination Service; and.
- (ii) Mobile Network Origination Service

as more particularly set out in **Sections I and II of Part A** respectively shall apply to this **Section III of Part A** subject to the amendments and modifications contained herein.

#### 4. Interconnection Services

4.1 The Access Provider will provide the agreed Interconnection Service in accordance with this Maxis RAO including the relevant provisions of the **Terms and Conditions for Technical Matters**.

4.2 The Operator will provide a minimum of two (2) POI for diversity purposes.

4.3 The Operator shall adopt associated signaling method where the signaling messages are transferred over to the transmission links that directly connect the relevant signaling points.

4.4 Each Operator shall ensure that:

- (a) its Facilities provided at each POI conform to the QOS Standards and Technical Specifications: and
- (b) the network signaling standards and interworking procedures to be used conform to the Access Provider's current practices.

4.5 The Access Seeker shall follow the standard and specification that has been established at the Access Provider Network.

4.6 Each Operator must provide, install, test, make operational and maintain all Facilities on its side of the POI unless otherwise agreed.

4.7 In relation to Interconnect Traffic from directly connected Customers to each Operator's Network, each Operator shall provide its own Interconnect Link Service to the POI.

## 5. In-span Interconnection

5.1 The preferred mode of provisioning Interconnect Link Service between the Operators shall be In-span Interconnection subject to an agreement between the Operators on the location and the time of installation of the POI and the Access Seeker holding an individual Facilities provider licence. Where in-span Interconnection is utilized between the operators, each operator shall pay to the other operator the Charges and the Interconnect Conditioning Charges as set out in **Table C and D in Section III of Part B**.

5.2 For the purposes of clarification:-

- (a) such Charges as set out in **Table C and D in Section III of Part B** are only payable in respect of the Gateway;
- (b) no other Charges shall be payable in respect of such In-span Interconnect Link Service between the Operators unless otherwise agreed; and
- (c) In-span Interconnection shall be provided by means of optical fibre circuits or such other method to be mutually agreed by the Operators.

## 6. Interconnect Link Service provided on behalf of the Access Seeker (Full Span)

6.1 Where the Access Provider provides Interconnect Link Service from its Gateway to the Access Seeker's Gateway (via the POI) for and on behalf of the Access Seeker, the Charges set out in Table A and B of **Section III of Part B** for Interconnect Link Service, which is inclusive of Interconnect Conditioning Charges for DTS or MSC or any other Gateway originating and/or terminating capacity, shall apply.

6.2 For the purpose of clarification, Interconnect Link Service shall be provided on unidirectional circuits unless otherwise agreed by the Operators.

6.3 The minimum period in which the Access Seeker may lease Interconnect Link Services is one (1) year.

## 7. Interconnect Support

7.1 Incidental to the provision of related Interconnection Service, the Access Provider will provide related Interconnect Support and related operations and maintenance support subject to the Charges mutually agreed by the Operators.

**8. Installation of POI**

- 8.1 Unless otherwise agreed, each Operator is to assign, establish and install at least one POI/POP for each Closed Number Area or Home Area, as the case may be, throughout the country for the delivery and acceptance of Interconnect Traffic.
- 8.2 Where an Operator assigns, establishes and installs a POP to **Subsection 8.1** above, the Operator who assigns, establishes and installs a POP shall bear the costs of trunking the Interconnect Traffic to and from such POP to the Closed Number Area where that Operator's Gateway is located.
- 8.3 If and when an Operator initiates a request to change the interconnection for an existing link, the requesting Operator shall bear all the cost and charges needed to test and re-establish the link in accordance with **Condition 2.6.1 of Section VI of the Terms and Conditions for Technical Matters**.
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PART A

SERVICE DESCRIPTION

SECTION IV – NETWORK CO-LOCATION SERVICE

1. Scope

1.1 This **Section IV** of **Part A** sets out the terms and conditions which are applicable to Network Co-location Service.

2. General Terms and Conditions

2.1 The Network Co-Location Service is a Facility and/or Service which comprises:

- (a) physical co-Location, which refers to the provision of space at the Access Provider's premises to enable the Access Seeker to install and maintain its own equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of the Access Provider. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker;
- (b) virtual co-location, which refers to the provision of Facilities and/or Services at the Access Provider's premises to enable the acquisition by the Access Seeker of Facilities and/or Services, where equipment is owned and maintained by the Access Provider; or
- (c) in-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking an Access Provider's Facilities to an Access Seeker's Facilities.

2.2 Network premises at which co-location is to be provided includes exchange buildings for the provision of a Facility and/or Service in the Access List.

2.3 For the purpose of **Subsection 2.3, Section II, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Network Co-Location Service is one (1) year, or as mutually agreed by the Operators;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Network Co-Location Service is one (1) year or as mutually agreed by the Operators; and



- (c) the maximum frequency to update or to make further Forecasts regarding Network Co-Location Service is once a year or as mutually agreed by the Operators.
- 2.4 For the purposes of **Subsection 2.5, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall acknowledge receipt of each Order for the Network Co-Location Service within two (2) Business Days.
- 2.5 Subject to any shorter timeframe required under **Subsection 2.12, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider must notify an Access Seeker that an Order for the Network Co-Location Service is accepted or rejected within ten (10) Business Days after:
- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.6 For the purpose of **Subsection 2.13.1(a), Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the indicative delivery timeframe for Network Co-Location Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this **Subsection 2.6** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.
- 2.7 For the purpose of **Condition 5.1.1(e), General Terms and Conditions** of this Maxis RAO, between the Operators, the Billing Period for Network Co-Location Service will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
- 2.8 Network Co-Location at a Designated Site, agreed between the Operators, shall be for a fixed period of three (3) years unless a lesser period is stipulated by the Access Provider (where the Access Provider's right to use the Designated Site is less than three (3) years) and may be further renewed subject to the mutual agreement of the Operators. The Access Seeker shall within six (6) months prior to the expiry of the term of the Network Co-Location at the Designated Site notify the Access Provider in writing as to whether or not it wishes to renew the term of the Network Co-Location at the Designated Site. If the Access Seeker notifies the Access Provider that it wishes to renew the term of the Network Co-Location at a Designated Site but the Access Provider's lease or tenancy to use the land on which the Designated Site

expires upon or will expire in the renewed term, the Access Provider shall, within one (1) month from the date of receipt of the Access Seeker written notice, inform the Access Seeker as to its intention whether to renew or not its lease or tenancy of the said land.

2.9 The term of the Network Co-Location shall commence on the date (“**Commencement Date**”):

(a) the Access Provider makes available for physical possession the co-located space at the Designated Site (“**Co-Located Space**”) in accordance with the agreed specifications and the Access Provider has notified the Access Seeker in writing of the same; or

(b) the Access Seeker takes physical possession of the Co-located Space at the Designated Site,

whichever is the earlier.

2.10 The Access Provider agrees to provide Network Co-Location Service to the Access Seeker in accordance with the terms of this Maxis RAO including the relevant **Terms and Conditions for Technical Matters** and the terms and conditions of this **Section IV**.

2.11 The Access Seeker shall pay to the Access Provider for Network Co-Location Service stated in this **Section IV of Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section IV of Part B**.

2.12 The other relevant information on the Network Co-Location Service may be obtained from the Access Provider upon written request.

### 3. **Pre-requisites for Applying for Network Co-Location Services**

#### 3.1 General Pre-requisites for Network Co-Location

3.1.1 The Access Provider shall not be obliged to provide to the Access Seeker Network Co-Location at the designated sites (“**Designated Sites**”) unless:

(a) the Access Provider:

(i) is the legal owner of the Designated Site; or

(ii) has exclusive rights of use of the Designated Sites pursuant to a lease or tenancy agreement and the Access Provider has been granted the requisite approval by the owner or landlord of Designated Sites to permit the Access

Seeker to use space for physical co-location in accordance with the terms herein contained.

- (b) the Access Seeker has the appropriate license under the Act and its subsidiary legislation to operate the service for the purpose for which the equipment is to be installed and other approvals from relevant authority, where required;
- (c) there being sufficient space at the Designated Sites; and
- (d) that it is not technically infeasible to implement Network Co-Location at the Designated Site.

#### 4. Use of Co-Located Space

- 4.1 The Access Seeker shall only use the Co-Located Space for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint by the Access Provider or owner or any of the other access seekers in the Access Provider's Designated Site or owner of any other buildings adjoining the Designated Site.
- 4.2 If the Access Seeker has not complied with **Subsection 4.1** above, the Access Seeker shall take the necessary rectification or remedial action to address any complaints made by the Access Provider or other access seekers in the Designated Site or owner or owner of the building adjoining the Designated Site.
- 4.3 The Access Seeker's right to use the Co-Located Space and the right of access does not entitle the Access Seeker to any proprietary rights or interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Designated Site.
- 4.4 Where the Designated Site is owned or controlled by a third party ("Site Owner") and the Access Provider's use of the Designated Site is pursuant to a tenancy or lease, the Access Provider shall be under no obligation to seek any renewal of the term of the tenancy or lease. The Access Seeker agrees that it shall not seek a tenancy or lease to the Designated Sites from the Site Owner unless the Access Provider signifies in writing that it is no longer interested in the use of the Designated Sites.

#### 5. Storage

- 5.1 The Access Seeker shall not permit to be kept on the Co-Located Space or any part thereof:

- (a) any materials the storage of which may contravene any ordinance, statute, regulation or by-law;
- (b) any materials the storage of which an increased rate of insurance is usually required; or
- (c) any explosive, combustible or radioactive substances.

## **6. Increase in Premium**

- 6.1 The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies with respect to the Access Provider's Designated Site on which the Co-Located Space is located void or voidable or whereby the premium of the said policy or policies may be increased. In the event of an increase in premium or other expenses on renewal of such policy or policies due to a breach or non-observance of this condition by the Access Seeker, the Access Seeker undertakes to repay all sums paid by the Access Provider including the expenses incurred thereto.

## **7. Repairs**

- 7.1 In the event of any damage caused to the Co-Located Space by the Access Seeker, the Access Seeker shall, at its own cost and expense, restore and to forthwith make good any damage to the original state and condition (fair wear and tear excepted) as specified in the notice in writing given by the Access Provider to the Access Seeker. Where applicable, the Access Provider may specify all necessary repairs or, where damage cannot be made good with repairs to the original state and condition, such replacements to be effected to the building, plant, facilities and equipment.
- 7.2 If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice (which period must be a reasonable time), the Access Provider may, whether or not together with its workmen, enter the Co-Located Space and make all necessary replacements and/or repairs to the building, plant, facilities and equipment. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by the Access Provider save where the replacements and/or repairs were due to the natural failure of the structure or due to the Access Provider.

## **8. Tenantable Condition**

- 8.1 The Access Seeker shall keep the Co-Located Space and the interior thereof including the flooring and interior plaster or other surface material or rendering on walls or ceilings and the Access Provider's fixtures thereon including doors, window, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures

and additions and other goods therein including the items specifically attached thereto, if any, in good and tenantable repair and condition (reasonable wear and tear excepted).

**9. Consents, Licences and Approvals**

9.1 The Access Seeker shall be fully responsible to obtain all necessary consents, permits, approvals and licenses from third parties and governmental authorities or agencies to carry out/provide its Communications Services at the Co-Located Space including operating and using all equipment, systems, cables, links and devices.

9.2 The Access Seeker shall further observe and comply with all laws, by-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.

9.3 The Access Seeker shall further observe and perform and cause all its employees, independent contractors, agents or invitees to observe and perform all rules and regulations made by the Access Provider (and which rules and regulations equally apply to all access seekers) from time to time and notified to the Access Seeker in writing Provided Always that the Access Provider shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees, independent contractors, agents or invitees save where the Access Provider has been negligent.

**10. Sub-letting and Assignment**

10.1 The Access Seeker shall not sub-let, assign or part with the possession of the Co-Located Space without the prior written approval of the Access Provider (the approval of which shall not be unreasonably withheld). Where the Access Provider allows the Access Seeker to sub-let the Co-Located Space, the Access Seeker shall be fully responsible for the acts and omission of its sub-lessee and shall ensure that its sub-lessee complies with all the Access Seeker's obligations with respect to the Co-Located Space under this Maxis RAO.

10.2 Where the Access Seeker is permitted by the Access Provider to sub-let part of the Co-Located Space to other access seekers for the purposes of co-locating with the Access Seeker at the Co-Located Space, the Access Seeker shall strictly comply with the same procedures in respect of permitting access as those stipulated and/or required by the Access Provider in providing access. The Access Seeker must notify the Access Provider of all persons with whom the Access Seeker has reached a co-location agreement within two (2) Business Days of reaching such agreement. The Access Seeker shall provide sufficient evidence to the Access Provider to demonstrate that such agreement with the other access seeker have been duly registered with the Commission, failing which the other access seekers shall not be permitted to co-locate at the Co-Located Space. The Access Seeker

shall be fully responsible to ensure that all other access seekers co-locating with the Access Seeker at the Co-Located Space shall strictly comply with all the relevant terms and conditions contained in this Maxis RAO including but not limited to provisions pertaining to the preservation of and the security of the Access Provider's Facilities and premises.

**11. Payment of Quit Rents, Rates and Taxes**

11.1 The Access Provider will pay all quit rents, rates (save for utilities), taxes, assessments which are or may hereafter be charged upon the Co-Located Space. Any increase in quit rent, assessment, taxes or rates on the Co-Located Space from the Commencement Date of the Network Co-Location shall be borne by the Access Provider and all access seekers in proportion to their usage of space.

**12. The Access Provider's Covenant**

12.1 Where the infrastructure on the Designated Site were erected on or before 30 June 2003 and at the time being are undergoing the process of being regularised under the National Rationalization Exercise launched in 2003, the Access Provider does not warrant or represent that it has obtained all the necessary authorisation, approvals or permits from the relevant authorities (including Federal and State Government) to erect the infrastructure on those Designated Site in which the Co-Located Space has been rented to the Access Seeker or use or occupy the land on those Designated Site.

12.2 In the event that:

- (a) the Access Provider is required by the relevant authorities to dismantle the infrastructure on the Designated Site; or
- (b) any governmental or State authority or owner/landlord of the Designated Sites, requires the Access Provider to vacate the Designated Site for whatsoever reason,

such that the Access Seeker is not able to:

- (i) install or utilise the equipment, system or devices thereon; or
- (ii) provide its Communication Services at the Designated Site,

the Access Seeker and/or the Access Provider may, notwithstanding the minimum term, terminate the Network Co-Location at Co-Located Space without liability. Any advance payment will be refunded on a pro-rated basis. The Operators agree that the remedies set out in this **Subsection 12.2** shall be the only remedy against the Access Provider and the Access Provider shall not be liable to the Access Seeker for any damages, costs and/or

expenses including but not limited to the costs of dismantling and removing the Access Seeker's equipment, system or devices. However, the Access Provider will use its reasonable endeavours to offer the Access Seeker other suitable Designated Sites.

- 12.3 Where the Access Provider is required by any governmental authority or agency or any state backed company to sell or dispose the Designated Site to the governmental authority or its nominated person or entity, the Access Provider will use its endeavours (but does not guarantee that it will be able) to sell the Designated Site subject to any existing rights of the Access Seeker to use the Co-Located Space on the Designated Site. However, where the third party purchaser requires that the Access Seeker vacate the Co-Located Space prior to the sale of the Designated Site, the Access Seeker shall dismantle its equipment, system and devices and vacate the Co-Located Space prior to the sale of the said Designated Site to the third party. Any advance payment will be refunded on a pro-rated basis. The Operators agree that the Access Seeker and/or the Access Provider may, notwithstanding the minimum term, terminate the Network Co-Location at the Co-Located Space without liability. The Operators agree that the remedies set out in this **Subsection 12.3** shall be the only remedy against the Access Provider and the Access Provider shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's equipment, system or devices except for damage to the Access Seeker's equipment, system or devices caused by the Access Provider.

### 13. Utilities

- 13.1 The Access Seeker shall be responsible to apply for its own individual meter and power supply to the Co-Located Space and shall be further responsible for and bear the cost of all electricity utilised by the Access Seeker at the Co-Located Space.
- 13.2 In the event that the Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may:
- (a) subject to the Access Provider's prior written approval, utilise the electricity supplied to the Access Provider at that premises provided that:
    - (i) the Access Provider is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Designated Site; and
    - (ii) the Access Seeker reimburse the Access Provider for all electricity charges utilised (and any other additional charges for back-up power) by the Access Seeker at the Co-Located Space, the charges of which shall be determined by the Access Provider; or

- (b) where the Access Provider is not able to provide the electricity supply to the Access Seeker, the Access Seeker shall be entitled to bring and install its own generator at the Co-Located Space at the Designated Site.

#### 14. Installation of Equipment

14.1 The Access Seeker shall ensure that all equipment, system or devices on the Co-Located Space shall:

- (a) be type-approved and comply with all relevant laws and regulations;
- (b) not cause any frequency interference to the Access Provider's and/or any of the other access seekers' equipment or services provided in or around the Co-Located Space;
- (c) be electromagnetically compatible in accordance with the prescribed standards and shall not cause electromagnetic interference to the Access Provider's and/or any of the other access seekers' equipment or services provided in or around the Co-Located Space.; and/or
- (d) not be connected to any equipment belonging to the Access Provider without the written consent from the Access Provider.

For the purposes of **Condition 14.1 (b) and (c)**, the Operators agree that where the Access Seeker's equipment causes frequency interference or electromagnetic interference to the Access Provider and/or other access seekers' equipment or services provided in or around the Co-Located Space, the Access Provider shall provide immediate verbal notification followed by a written notice within 24 hours to the Access Seeker. The Access Seeker shall immediately (and in any event no longer than 24 hours) upon receipt of the verbal notification take all such necessary steps to stop any such interference.

14.2 In the event that:

- (a) the Access Seeker fails to fulfil its obligations under **Subsection 14.1** above; or
- (b) the equipment, system or devices of the Access Seeker is or poses a threat or danger to the public health and safety or the Access Provider and/or other access seeker's facilities, equipment, device or system,

the Access Provider may direct the Access Seeker to take such remedial action as may be necessary to remedy such breaches including temporary shutting down of the equipment, system or devices.



14.3 The Access Seeker shall only be permitted to install its Equipment on the Co-Located Space for the provision of its Communications Services and shall not be permitted to install any other operator's equipment, system and/or devices on the Co-Located Space without the prior written approval of the Access Provider.

14.4 The Access Seeker shall not damage, tamper, modify, alter or handle any equipment, system or devices belonging to the Access Provider or any other access seeker in the Designated Site and/or the Co-Located Space without the prior written approval of the Access Provider and/or the other access seeker.

14.5 The Access Seeker is responsible for insuring its equipment and shall purchase the necessary insurances when carrying out any works including installation works on the Access Provider's Designated Site. In particular, the Access Seeker shall obtain or procure an Erection All Risks insurance against all risks of physical loss or damage to the Access Seeker's work whereby the Access Provider is a named insured (either solely or jointly) in the insurance policy for the duration of the works and the insurance shall be in the amount which is sufficient to insure the full value of the works carried out by the Access Seeker.

#### **15. Installation of Electrical Points and Plumbing Connection**

15.1 The Access Seeker shall not install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliances or make any additional plumbing connections on or to the Co-Located Space without obtaining the prior written consent of the Access Provider.

#### **16. Safety and Health and Security Procedures**

16.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("OSHA"). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA. Any failure to comply with OSHA by the Access Seeker shall be rectified immediately and if required by the Access Provider, the Access Seeker shall comply with all actions specified by the Access Provider including to cease or suspend work or to disconnect their equipment from the power supply or source.

16.2 The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents as a result of their works to the Access Provider within twenty four (24) hours from the time of the occurrence.

16.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by the Access Provider (and which rules and regulations equally apply to all access seekers) from time to time on site access and security procedures with respect to access to and use of the Co-Located Space. Further, the Access

Seeker shall undertake all such necessary measures to ensure the security of its Co-Located Space prevents unauthorised access to the Co-Located Space.

**17. Exclusive Possession**

17.1 The Access Seeker recognises that it does not have exclusive possession of the Co-Located Space since the Access Provider occupies the Co-Located Space and may sub-let or intends to sub-let the Co-Located Space to other parties. However, the Access Provider agrees that it shall not tamper, modify, alter or handle any or interfere with equipment, system or devices belonging to the Access Seeker at the Co-Located Space for the duration of the Physical Co-Location unless an emergency situation arises and immediate notice has been given to the Access Seeker.

**18. Maintenance of Equipment**

18.1 The Access Seeker shall be responsible for the operation and maintenance of its Equipment, system and/or devices at the Co-Located Space.

18.2 The Access Provider shall not be responsible for any damage to the Access Seeker's Equipment, system and/or devices at the Co-Located Space caused by fire, water leakage, air-conditioning / mechanical ventilation failure, power fluctuation / interruption, and/or by any other causes or reasons unless due to the Access Provider's negligence.

18.3 In the operation and maintenance of the Equipment, systems and/or devices at the Co-Located Space, the Access Seeker must:

- (a) take such other action as a reasonably prudent Access Seeker would in operating and maintaining their Equipment, systems and/or devices;
- (b) keep the Co-Location Space in a tidy and safe condition at all times; and
- (c) ensure that flammable or toxic material is not left in or around the Co-Location Space following maintenance and/or other operations.

18.4 If a fault, defect or problem with the Access Seeker's Equipment, systems and/or devices at the Co-Located Space causes or may cause damage to the Co-Location Space and/or to the Access Provider's and other access seeker's equipment and/or facilities, the Access Seeker must:

- (a) notify the Access Provider in writing as soon as practicable; and

- (b) repair the fault, defect or problem or take other appropriate corrective action immediately to the Access Provider's satisfaction.

18.5 If the Access Seeker detects a fault, defect or problem in the Co-Location Space, it must notify the Access Provider as soon as possible.

## 19. Vacating the Co-Located Space

19.1 The Access Seeker shall on the expiration or termination of the Physical Co-Location at each Co-Located Space, at its own cost and expense, remove all its equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly yield up the Co-Located Space to the Access Provider with all the Access Provider's fixtures and additions thereto in good and tenantable repair and condition (fair wear and tear excepted) in accordance with the covenants herein contained.

19.2 The Access Seeker shall be given:

- (a) a grace period of ten (10) Business Days effective from the expiry or termination of the Physical Co-Location at the Co-Located Space; or
- (b) where the infrastructure on the Designated Site is to be dismantled or the Access Provider is to vacate the Designated Site in accordance with **Subsections 12.2 to 12.3** above, such reasonable grace period as may be specified by the Access Provider taking into consideration the time lines provided by the relevant authorities or the owner of the land / landlord to the Access Provider to dismantle the infrastructure or to vacate the Designated Site provided always that the Access Seeker must vacate the Co-Located Space earlier than the stipulated time line provided to the Access Provider to enable the Access Provider to comply with the requisite time lines,

to vacate the Co-Located Space, during which no monthly rental will be charged by the Access Provider. Should the equipment, system or devices not be removed within the grace period, the Access Provider shall have the right to:

- (i) charge for the use of the Co-Located Space at the rate of two (2) times the current rental or the cost of reinstatement as debt due and payable; and
- (ii) without any liability to the Access Seeker, dispose of the equipment, system or devices in such manner as the Access Provider deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, the Access Provider shall have the rights on the equipment, system or devices and is entitled to retain such equipment, system or devices or to sell the

equipment, system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. The Access Provider shall be entitled to set off the proceeds from the sale of the equipment, system or devices against any and all debts due by the Access Seeker to the Access Provider. Any balance in the proceeds from the sale shall be returned to the Access Seeker.

**20. Virtual Co-Location**

20.1 Virtual Co-Location at a Designated Site shall be subject to the availability of the equipment which the Access Seeker is requesting the Access Provider to own and maintain on its behalf.

20.2 The terms of Virtual Co-Location at a Designated shall be subject to terms and conditions (including the Charges thereof) to be mutually agreed on a case by case basis.

**21. Lack of space**

21.1 Subject to **Subsection 22** below, if there are space constraints at a particular location, the Access Provider shall take reasonable steps to optimize its usage of the space, including through the upgrading of facilities and transferring Equipment to an alternative location. If the Access Provider has used its best efforts to accommodate all Access Seekers, and it is not physically possible for any further Access Seekers to be accommodated, the Access Provider shall:

- (a) notify the Commission of the lack of space at the location;
- (b) provide any supplementary information which may be requested by the Commission (which may include physical inspections by the Commission); and
- (c) be excused from providing physical co-location at that location unless and until the Commission notifies the Access Provider that the Commission considers that physical co-location can and must be provided, in which case the Access Provider shall provide physical co-location as directed by the Commission.

**22. Reservation of space**

22.1 An Access Provider shall not reserve space other than for its own current needs, its future needs, [calculated by use of a reasonably projected rate of growth over two (2) years] and the needs of other Access Seekers who are currently occupying or have ordered space from that Access Provider.

**23. Allocation of space**

23.1 An Access Provider shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.

**24. No minimum space requirements**

24.1 An Access Provider shall not impose minimum space requirements on an Access Seeker.

**25. Notice of refusal**

25.1 If an Access Provider proposes to refuse, or refuses, a request for physical co-location from an Access Seeker on the basis of current or future needs of the Access Provider and/or the needs of other Access Seeker who are currently occupying or have ordered additional space from the Access Provider, it must also notify the Access Seeker and the Commission of:

- (a) the space currently used by the Access Provider;
- (b) the amount of space reserved for the Access Provider's future needs;
- (c) the space currently occupied by other Access Seekers;
- (d) the space ordered by other Access Seekers; and
- (e) the total amount of space potentially available but for the uses set out above.

**26. Preparatory work by the Access Seeker**

26.1 If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on an Access Provider's network facilities, such Access Provider shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies the Access Provider that such employees and/or contractors have the necessary qualifications. Access Provider shall make available (upon request by the Access Seeker) a policy about the necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work, and such policy to be non-discriminatory in its application to the Access Provider's personnel and the Access Seeker's employees and/or contractors who perform similar functions.

**27. Preparatory work by the Access Provider**

27.1 If the Access Provider agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis):

- (a) the Access Provider shall not exceed the estimate without providing the Access Seeker with prior written notice that:
  - (i) the estimate will likely be exceeded; and
  - (ii) a further estimate of the charges for the work necessary to complete the preparatory work; and
- (b) the Access Provider shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate.

## 28. Delays

- 28.1 If the Access Provider agrees to perform preparatory work and the Access Provider is or is likely to be unable to perform such work within the agreed timeframe, the Access Provider shall:
- (a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
  - (b) permit the Access Seeker to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
  - (c) compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

## 29. Utilities and ancillary services

- 29.1 If an Access Provider has permitted access or physical co-location at a particular location or network facilities, that Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access or co-location to the same extent that the Access Provider provides to itself, including but not limited to:
- (a) access to roads;
  - (b) access to land;
  - (c) power, including the provision of back-up power;
  - (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
  - (e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
  - (f) site maintenance.

**30. Cost**

**30.1** The utility and ancillary costs in respect of the network facilities shall be apportioned (in accordance with fair and equitable principles) between the Access Provider and all Access Seekers at the relevant location.

**31. Security caging**

**31.1** An Access Provider shall not require the use of cages or similar structures to physically segregate co-located Equipment, or Equipment located at or on network facilities of the Access Provider.

**32. Equipment allowance**

**32.1** An Access Provider shall permit an Access Seeker to locate Equipment on or at the Access Provider's network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network facilities provided in accordance with this RAO.

**33. Marking**

**33.1** All Operators shall mark or label their Equipment, wires, cables, batteries and distribution boards in such a manner that they can be easily identified as the property of the relevant Operator. At all times during the Access Seeker's tenancy, it is the responsibility of the Access Seeker to ensure that the marking and labelling is done with reasonable quality.

**34. Maintenance**

**34.1** An Access Provider shall permit, and do all things reasonably necessary to allow, an Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted.

**35. Extensions**

**35.1** The Access Provider shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of the Access Provider as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.

**36. Security and critical national information infrastructure:**

(a) An Access Provider may decline to publish information in connection with particular Points of Interface and other locations where Facilities are located, for national or operational security reasons, but in such circumstances, an Access Provider must:

- (i) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this Standard;
  - (ii) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as Points of Interface and Facilities are withdrawn, introduced and changed; and
  - (iii) provide all such information to the Commission and, on a yearly basis, the locations at which the Access Provider is offering to supply Network Co-Location Service, the locations at which Access Seekers have requested Network Co-Location Service and the locations at which the Access Provider is actively supplying Network Co-Location Service.
- (b) An Access Provider may establish reasonable security procedures and processes (such as identity checks) to apply to personnel of Access Seekers who will physically access Points of Interface or other locations where Facilities are located. However, such procedures and processes shall:
- (i) not completely or substantially prohibit an Access Seeker from physically accessing a Point of Interface or other relevant location unless the Access Provider has been directed in writing to do so by the Government (in which case, the Access Provider shall notify the Commission); and
  - (ii) be no more restrictive or onerous than the procedures and processes that the Access Provider imposes on its own personnel who physically access the same Points of Interface and locations.

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PART A

SERVICE DESCRIPTION

SECTION V – INFRASTRUCTURE SHARING

1. Scope

1.1 This Section V of Part A sets out the terms and conditions which are applicable to Infrastructure Sharing.

2. General Terms and Conditions

2.1 Infrastructure Sharing is a Facility and/or Service which comprises the following:

- (a) provision of physical access, which refers to the provision of space at specified Facilities to enable the Access Seeker to install and maintain its own equipment; or
- (b) provision of access to in-building Common Antenna Systems and physical access to central equipment room.

2.2 Specified Facilities includes:

- (a) towers and Associated Tower Sites; and
- (b) any other Facility that supports, or has the capability to support the installation of mobile or fixed network equipment in, along or in close proximity to:
  - (i) a street;
  - (ii) a road;
  - (iii) a path;
  - (iv) a railway corridor;
  - (v) a park; or
  - (vi) such other outdoor area that may be accessed by members of the public.

Including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges and road gantries owned by the Access Provider.

- 2.3 Depending on the individual site, physical access may include power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
- 2.4 Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.
- 2.5 For the purpose of **Subsection 2.3, Section II, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall only request Forecasts where:
- (a) the maximum period of time covered by Forecasts regarding Infrastructure Sharing is one (1) year, or as mutually agreed by the Operators;
  - (b) the minimum intervals or units of time to be used in Forecasts regarding Infrastructure Sharing is one (1) year or as mutually agreed by the Operators; and
  - (c) the maximum frequency to update or to make further Forecasts regarding Infrastructure Sharing is once a year or as mutually agreed by the Operators.
- 2.6 For the purposes of **Subsection 2.5, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider shall acknowledge receipt of each Order for the Infrastructure Sharing within two (2) Business Days.
- 2.7 Subject to any shorter timeframe required under **Subsection 2.12, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the Access Provider must notify an Access Seeker that an Order for the Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:
- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO; or
  - (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.

2.8 For the purpose of **Subsection 2.13.1(a), Section III, Terms and Conditions for Technical Matters** of this Maxis RAO, the indicative delivery timeframe for Infrastructure Sharing is:

- (a) for ground-based towers and new sites, ninety (90) Business Days;
- (b) for Common Antenna Systems in High Priority Areas:
  - (i) which are existing Common Antenna Systems, forty (40) Business Days; and
  - (ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;
- (c) for fixed telecommunications poles, ten (10) Business Days; and
- (d) for all other structures (including street furniture), forty (40) Business Days.

For clarification, the indicative delivery timeframe in this **Subsection 2.8** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO. The Access Provider shall provide progress update of the site delivery to an Access Seeker on a monthly basis.

2.9 For the purpose of **Condition 5.1.1(e), General Terms and Conditions** of this Maxis RAO, between the Operators, the Billing Period for Infrastructure Sharing will be one (1) year in advance for the first year and monthly (or such other mutually agreed period) in advance for subsequent years.

2.10 The Access Provider agrees to provide Infrastructure Sharing at the designated tower or associated tower sites ("**Designated Tower or Associated Tower Sites**") to the Access Seeker in accordance with the terms of this Maxis RAO including the relevant **Terms and Conditions for Technical Matters** and the terms and conditions of this **Section VIII**.

2.11 Where third party towers are located on the Access Provider's premises, Infrastructure Sharing by the Access Provider shall be limited to providing support services at Associated Tower Sites only.

2.12 The other relevant information on the Designated Tower and Associated Tower Sites may be obtained from the Access Provider upon written request.

2.13 The Access Seeker shall pay to the Access Provider for Infrastructure Sharing Service stated in this **Section V of Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section V of Part B** of this Maxis RAO.

### 3. Pre-Requisites for Applying for Infrastructure Sharing

3.1 The Access Provider shall not be obliged to provide to the Access Seeker Infrastructure Sharing unless:

- (a) the Access Provider:
  - (i) is the legal owner of the Designated Tower and the land on which the Designated Tower resides; or
  - (ii) has exclusive rights of use of the land pursuant to a lease or tenancy agreement on which the Designated Tower resides and the Access Provider has been granted the requisite approval by the owner or landlord of the said land to permit the Access Seeker to use the said land in accordance with the terms herein contained;
- (b) the Access Seeker has the appropriate license under the Act and its subsidiary legislation to operate the service for the purpose for which the equipment is to be installed and other approvals from relevant authorities, where required;
- (c) the Access Seeker has first obtained the approval from a third party to use its tower where the tower structure of the third party resides in the Access Provider's compound; and
- (d) there is sufficient space.

### 4. Duration of Infrastructure Sharing

4.1 Infrastructure Sharing at a Designated Tower or Associated Tower Site, agreed between the Operators, shall be for a fixed period of three (3) years unless a lesser period is stipulated by the Access Provider (where the Access Provider's right to use the land on which the Designated Tower or Associated Tower Site is located is less than three (3) years) and may be further renewed subject to the mutual agreement of the Operators. The Access Seeker shall within six (6) months prior to the expiry of the term of the Infrastructure Sharing at the Designated Tower or Associated Tower Site notify the Access Provider in writing as to whether or not it wishes to renew the term of the Infrastructure Sharing. If the Access Seeker notifies the Access Provider that it wishes to renew the term of the Infrastructure Sharing but the Access Provider's lease or tenancy to use the land on which the Designated Tower or Associated Tower Site expires upon or will expire in the renewed term, the Access Provider shall inform the Access Seeker as to its intention whether to renew its lease or tenancy of the said land.

4.2 The term of the Infrastructure Sharing shall commence on the date (“**Start Date**”):

- (a) the Access Provider makes available for physical possession the shared space at the Designated Tower or Associated Tower Site (“**Shared Space**”) in accordance with the agreed specifications and the Access Provider has notified the Access Seeker in writing of the same; or
- (b) the Access Seeker takes physical possession of the Shared Space at the Designated Tower or Associated Tower Site,

whichever is the earlier.

## 5. Utilities

5.1 The Access Seeker shall be responsible to apply for its own individual meter and power supply to the Shared Space and shall be further responsible for and bear the cost of all electricity utilised by the Access Seeker at the Shared Space.

5.2 In the event that the Access Seeker’s application to the relevant authority for an individual meter is not successful, the Access Seeker may:

- (a) subject to the Access Provider’s prior written approval, utilise the electricity supplied to the Access Provider at that premises provided that:
  - (i) the Access Provider is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its tower or associated tower site; and
  - (ii) the Access Seeker reimburse the Access Provider for all electricity charges utilised (and any additional charges for back-up power) by the Access Seeker at the Shared Space, the charges of which shall be determined by the Access Provider; or
- (b) where the Access Provider is not able to provide the electricity supply to the Access Seeker, the Access Seeker shall be entitled to bring and install its own generator only at the Shared Space at the Designated Tower or Associated Tower Site.

## 6. Use of Shared Space

6.1 The Access Seeker shall only use the Shared Space for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint from the Access

Provider, or owner or any of the other access seekers in the Access Provider's Designated Tower or Associated Tower Site or owners any other buildings adjoining the tower or associated tower site.

- 6.2 If the Access Seeker has not complied with **Subsection 6.1** above, the Access Seeker shall take the necessary rectification or remedial action to address any complaints made by the Access Provider or other access seekers in the Designated Tower or Associated Tower Site or owners or owners of other adjoining buildings.
- 6.3 The Access Seeker's right to use the Shared Space and the right of access does not entitle the Access Seeker to any proprietary rights or interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Designated Tower or Associated Tower Sites.
- 6.4 Where the Designated Tower or Associated Tower Sites is owned or controlled by a third party ("**Infrastructure Site Owner**") and the Access Provider's use of the Designated Tower or Associated Tower Sites is pursuant to a tenancy or lease, the Access Provider shall be under no obligation to seek any renewal of the term of the tenancy or lease or licence. The Access Seeker agrees that it shall not seek a tenancy, lease or licence to the Designated Tower or Associated Tower Sites from the Infrastructure Site Owner unless the Access Provider signifies in writing that it is no longer interested in the use of the Designated Tower or Associated Tower Sites.

## 7. Storage

- 7.1 The Access Seeker shall not permit to be kept on the Shared Space or any part thereof:
- (a) any materials the storage of which may contravene any ordinance, statute, regulation or by-law;
  - (b) any materials the storage of which an increased rate of insurance is usually required; or
  - (c) any explosive, combustible or radioactive substances.

## 8. Increase in Premium

- 8.1 The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies with respect to the Access Provider's Designated Tower or Associated Tower Site on which the Shared Space is located void or voidable or whereby the premium of the said policy or policies may be increased. In the event of an increase in premium or other expenses on renewal of such policy of policies due to a breach or non-

observance of this condition by the Access Seeker, the Access Seeker undertakes to repay all sums paid by the Access Provider including the expenses incurred thereto.

## **9. Repairs**

9.1 In the event of any damage caused to the Shared Space by the Access Seeker, the Access Seeker shall, at its own cost and expense, restore and to forthwith make good any damage to the original state and condition (fair wear and tear excepted) as specified in the notice in writing given by the Access Provider to the Access Seeker. Where applicable, the Access Provider may specify all necessary repairs or, where damage cannot be made good with repairs to the original state and condition, such replacements to be effected to the plant, facilities and equipment.

9.2 If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice (which period must be a reasonable time), the Access Provider may, whether or not together with its workmen, enter the Shared Space and make all necessary replacements and/or repairs to the plant, facilities and equipment. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by the Access Provider save where the replacements and/or repairs were due to the natural failure of the structure or due to the Access Provider.

## **10. Tenantable Condition**

10.1 The Access Seeker shall keep the Shared Space and the interior thereof including the flooring and interior plaster or other surface material or rendering on walls or ceilings and the Access Provider's fixtures thereon including doors, windows, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures and additions and other goods therein including the items specifically attached thereto, if any, in good and tenantable repair and condition (reasonable wear and tear excepted).

## **11. Consents, Licences and Approvals**

11.1 The Access Seeker shall be fully responsible to obtain all necessary consents, permits, approvals and licenses from third parties and governmental authorities or agencies to carry out/provide its Communications Services at the Shared Space including operating and using all equipments, systems, cables, links and devices.

11.2 The Access Seeker shall further observe and comply with all laws, by-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.

11.3 The Access Seeker shall further observe and perform and cause all its employees, independent contractors, agents or invitees to observe and perform all rules and regulations made by the Access Provider (and which rules and regulations equally apply to all access seekers) from time to time and notified to the Access Seeker in writing Provided Always that the Access Provider shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees, independent contractors, agents or invitees save where the Access Provider has been negligent.

## 12. Installation of Equipment

12.1 The Access Seeker shall ensure that all equipment, system or devices on the Shared Space shall:

- (a) be type-approved and comply with all relevant laws and regulations;
- (b) not cause any frequency interference to the Access Provider's and/or any other access seekers' equipment or services provided in or around the Shared Space.; and/or
- (c) be electromagnetically compatible in accordance with the prescribed standards and shall not cause electromagnetic interference to the Access Provider's and/or any other access seekers' equipment or services provided in or around the Shared Space.

For the purposes of **Condition 12.1 (b) and (c)** above, the Operators agree that where the Access Seeker's equipment causes frequency interference and/or electromagnetic interference to the Access Provider and/or other access seekers' equipment or services provided in or around the Shared Space, the Access Provider shall provide immediate verbal notification followed by a written notice within 24 hours to the Access Seeker. The Access Seeker shall immediately (and in any event no longer than 24 hours) upon receipt of the verbal notification take all such necessary steps to stop any such interference.

12.2 In the event that:

- (a) the Access Seeker fails to fulfil its obligations under the **Subsection 12.1** above; or
- (b) the equipment, system or devices of the Access Seeker is or poses a threat or danger to the public health and safety or the Access Provider and/or other access seeker's facilities, equipment, device or system,



the Access Provider may direct the Access Seeker to take such remedial action as may be necessary to remedy such breaches including temporary shutting down of the equipment, system or devices.

12.3 The Access Seeker shall only be permitted to install its equipment, system and/or devices on the Shared Space for the provision of its Communications Services and shall not be permitted to install any other operator's equipment, system and/or devices on the Shared Space without the prior written approval of the Access Provider.

12.4 The Access Seeker shall not damage, tamper, modify, alter or handle any equipment, system or devices belonging to the Access Provider or any other access seeker in the Shared Space without the prior written approval of the Access Provider and/or the other access seeker.

12.5 The Access Seeker is responsible for insuring its equipment and shall purchase the necessary insurances when carrying out any works including installation works on the Access Provider's Designated Tower or Associated Tower Sites. In particular, the Access Seeker shall obtain or procure an Erection All Risks insurance against all risks of physical loss or damage to the Access Seeker's work whereby the Access Provider is a named insured (either solely or jointly) in the insurance policy for the duration of the works and the insurance shall be in the amount which is sufficient to insure the full value of the works carried out by the Access Seeker.

### **13. Installation of Electrical Points and Plumbing Connection**

13.1 The Access Seeker shall only install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliances or make any additional plumbing connections on or to the Shared Space after obtaining the written consent of the Access Provider.

### **14. Safety and Health and Security Procedures**

14.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("OSHA"). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA. Any failure to comply with OSHA by the Access Seeker shall be rectified immediately and if required by the Access Provider, the Access Seeker shall comply with all actions specified by the Access Provider including to cease or suspend work or to disconnect their Equipment from the power supply or source.

14.2 The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents as a result of their works to the Access Provider within twenty four (24) hours from the time of the occurrence.

14.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by the Access Provider (and which guidelines, rules and regulations equally apply to all access seekers) from time to time on site access and security procedures with respect to access to and use of the Shared Space. Further the Access Seeker shall undertake all such necessary measures to ensure the security of its Shared Space prevents unauthorised access to the Shared Space.

#### **15. Sub-letting and Assignment**

15.1 The Access Seeker shall not sub-let, assign or part with the possession of the Shared Space without the prior written approval of the Access Provider. Where the Access Provider allows the Access Seeker to sub-let the Shared Space, the Access Seeker shall be fully responsible for the acts and omission of its sub-lessee and shall ensure that its sub-lessee complies with all the Access Seeker's obligations with respect to the Shared Space under this Maxis RAO.

#### **16. Maintenance of Equipment**

16.1 The Access Seeker shall be responsible for the operation and maintenance of its Equipment, system and/or devices at the Shared Space.

16.2 The Access Provider shall not be responsible for any damage to the Access Seeker's Equipment, system and/or devices at the Shared Space caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/interruption and/or by any other causes or reasons unless due to the Access Provider's negligence.

16.3 In the operation and maintenance of the Equipment, systems and/or devices at the Shared Space, the Access Seeker must:

- (a) take such other action as a reasonably prudent Access Seeker would in operating and maintaining its Equipment, systems and/or devices;
- (b) keep the Shared Space in a tidy and safe condition at all times; and
- (c) ensure that flammable or toxic material is not left in or around the Shared Space following maintenance and/or other operations.

16.4 If a fault, defect or problem with the Access Seeker's Equipment, systems and/or devices at the Shared Space causes or may cause damage to the Shared Space and/or to the Access Provider's and other access seeker's equipment and/or facilities, the Access Seeker must:

- (a) notify the Access Provider in writing as soon as practicable; and

(b) repair the fault, defect or problem or take other appropriate corrective action immediately to the Access Provider's satisfaction.

16.5 If the Access Seeker detects a fault, defect or problem in the Shared Space, it must notify the Access Provider as soon as possible.

## **17. Exclusive Possession**

17.1 The Access Seeker recognises that it does not have exclusive possession of the Shared Space since the Access Provider occupies the Shared Space and may sub-let or intends to sub-let the Shared Space to other parties. However, the Access Provider agrees that it shall not tamper, modify, alter or handle any or interfere with equipment, system or devices belonging to the Access Seeker at the Shared Space for the duration of the Infrastructure Sharing unless an emergency situation arises and immediate notice has been given to the Access Seeker.

## **18. Payment of Quit Rents, Rates and Taxes**

18.1 The Access Provider will pay all quit rents, rates (save for utilities), taxes, assessments which are or may hereafter be charged upon the Shared Space. Any increase in quit rent, assessment, taxes or rates on the Shared Space from the Start Date of the Infrastructure Sharing shall be borne by the Access Provider and all access seekers in proportion to their usage of space.

## **19. The Access Provider's Covenant**

19.1 Where the Designated Towers were erected on or before 30 June 2003 and at the time being are undergoing the process of being regularised under the National Rationalisation Exercise launched in 2003, the Access Provider does not warrant or represent that it has obtained all the necessary authorisation, approvals or permits from the relevant authorities (including the Federal and State Government) to erect the infrastructure on the Designated Tower or Associated Tower Site in which the Shared Space has been rented to the Access Seeker, or use or occupy the land on which those Designated Tower or Associated Tower Site is located. For clarification, the National Rationalisation Exercise refers to the exercise launched by the Government to require operators to obtain the requisite governmental and regulatory approvals for the construction and erection of their towers.

19.2 In the event that:

(a) the Access Provider is required by the relevant authorities to dismantle the infrastructure on the Designated Tower or Associated Tower Site; or

- (b) any governmental or State authority or owner/landlord of the land on which the Designated Tower resides, requires the Access Provider to vacate the land on which the Designated Tower resides for whatsoever reason,

such that the Access Seeker is not able to install its equipment, system or devices thereon or to provide its communication services in the Shared Space, the Access Seeker and/or the Access Provider may, notwithstanding the minimum term, terminate the Infrastructure Sharing at Shared Space without liability. Any advance payment will be refunded on a pro-rated basis. The Operators agree that the remedies set out in this **Subsection 19.2** shall be the only remedy against the Access Provider and the Access Provider shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's equipment, system or devices. However, the Access Provider will use its reasonable endeavours to offer the Access Seeker other suitable Designated Tower or Associated Tower Sites.

- 19.3 Where the Access Provider is required by any governmental authority or agency or any State backed company to sell or dispose the Designated Tower to the governmental authority or its nominated person or entity, the Access Provider will use its endeavours (but does not guarantee that it will be able) to sell the Designated Tower subject to any existing rights of the Access Seeker to use the Shared Space on the Designated Tower. However, where the third party purchaser requires that the Access Seeker vacate the Shared Space prior to the sale of the Designated Tower, the Access Seeker shall dismantle its equipment, system and devices and vacate the Shared Space prior to the sale of the said Designated Tower to the third party. Any advance payment will be refunded on a pro-rated basis. The Operators agree that the Access Seeker and/or the Access Provider may, notwithstanding the minimum term, terminate the Infrastructure Sharing at the Shared Space without liability. The Operators agree that the remedies set out in this **Subsection 9.3** shall be the only remedy against the Access Provider and the Access Provider shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's equipment, system or devices except for damage to the Access Seeker's equipment, system or devices caused by the Access Provider.

## 20. Vacating the Shared Space

- 20.1 The Access Seeker shall on the expiration or termination of the Infrastructure Sharing at each Shared Space, at its own cost and expense, remove all its equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly yield up the Shared Space to the Access Provider with all the Access Provider's fixtures and additions thereto in good and tenantable repair and condition (fair wear and tear excepted) in accordance with the covenants herein contained.
- 20.2 The Access Seeker shall be given:

- (a) a grace period of ten (10) Business Days effective from the expiry or termination of the Infrastructure Sharing at the Shared Space; or
- (b) where the Designated Tower is to be dismantled or the Access Provider is to vacate the land on which the Designated Tower resides in accordance with **Condition 19.2 and 19.3** above, such reasonable grace period as may be specified by the Access Provider taking into consideration the time lines provided by the relevant authorities or the owner of the land / landlord to the Access Provider to dismantle the Designated Tower or to vacate the said land provided always that the Access Seeker must vacate the Shared Space earlier than the stipulated time line provided to the Access Provider to enable the Access Provider to comply with the requisite time lines,

to vacate the Shared Space, during which no monthly rental will be charged by the Access Provider. Should the equipment, system or devices not be removed within the grace period, the Access Provider shall have the right to:

- (i) charge for the use of the Shared Space at the rate of two (2) times the current rental or the cost of reinstatement as debt due and payable;
- (ii) without any liability to the Access Seeker, dispose of the equipment, system or devices in such manner as the Access Provider deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, the Access Provider shall have a lien on the equipment, system or devices and is entitled to retain such equipment, system or devices or to sell the equipment system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. The Access Provider shall be entitled to set off the proceeds from the sale of the equipment, system or devices against any and all debts due by the Access Seeker to the Access Provider. Any balance in the proceeds from the sale shall be returned to the Access Seeker; and
- (iii) remove the cable, equipment, system and/or devices of the Access Seeker and the Access Seeker shall reimburse the Access Provider the cost of removing the same

## 21. Physical Access

- 21.1 Where required to fulfil an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access

Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

**22. Nominated personnel**

22.1 The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:

- (a) the position of each person and the number of persons nominated; and
- (b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

**23. Escorts**

23.1 An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own employees or contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

- (a) bear the costs of such escort service;
- (b) provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (c) provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
- (d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

- (i) thirty (30) minutes of time required by the Access Seeker plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
- (ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

**24. Absence of escorts**

24.1 If an escort does not arrive at the Access Provider's property within the timeframe, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

**25. Site register**

25.1 The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

- (a) access to roads;
- (b) access to land;
- (c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;
- (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
- (e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance.

**26. Utilities and ancillary services**

26.1 The Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

- (a) access to roads;
- (b) access to land;
- (c) power, including the provision of back-up power, subject to mutual agreement between the Access Seeker and the Access Provider;
- (d) environmental services (including heat, light, ventilation and air conditioning, fire protection);
- (e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance

**27. Cost**

27.1 The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

**28. Augmentation of Common Antenna Systems**

28.1 The Access Provider shall use all reasonable endeavours to augment in-building Common Antenna Systems to the extent required to enable the Access Provider to supply access to such in-building Common Antenna Systems on request by an Access Seeker.

**29. Maintenance and rectification**

29.1 An Access Provider shall:

- (a) ensure that it maintains in reasonable working condition all fixed telecommunications poles which comprise specified network facilities; and
- (b) on notice by an Access Seeker, or upon otherwise becoming aware, that any fixed telecommunications pole does not comply with reasonable working condition, perform within forty (40) Business Days such activities as required to rectify such non-compliance.



## 30. Service Assurance Targets for Infrastructure Target

Severity	Service Definition	Fault Type (including but not limited)	Response Time	Progress Update Frequency	Temporary Restoration Time	Rectification Time	Incident Report (RCA) Issuance
Level 1	Hub Sites  (a site with more than 5 child sites)	<ul style="list-style-type: none"> <li>• Outage caused by fault of AC power supply system owned by Access Provider</li> <li>• Outage caused by power issue at landlord/building</li> <li>• Outage caused by CME issues</li> <li>• Outage due to flooding</li> </ul>	1 hour	Every 1 hour	4 hours	48 hours	48 hours
Level 2	End Sites  (Site that is not a Hub Site)	<ul style="list-style-type: none"> <li>• Outage caused by fault of AC power supply system owned by Access Provider</li> <li>• Outage caused by power issue at landlord/building</li> <li>• Outage caused by CME issues</li> <li>• Outage due to flooding</li> </ul>	1 hour	Every 2 hours	4 hours	7 Business Days	5 Business Days
Level 3	No Service Affecting Fault	Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues	1 hour	Every 24 hours	24 hours	14 Business Days	N/A

- (i) All faults reported shall be ascribed with a Severity Level set out above and Parties shall cooperate with one another to achieve Rectification Times based on the severity of the fault reported.
- (ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.
- (iii) "Response Time" refers to the time for the Access Provider to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the Access Provider.
- (iv) "Rectification Time" refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.
- (v) "Temporary Restoration Time" refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

### **31. Rebates**

- 31.1 If the Access Provider is unable to provide the Service due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), the affected Access Seekers are entitled to a rebate for not meeting the Service Assurance Target above which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime

### **32. Grounds for refusal**

- 32.1 An Access Provider may, based on reasonable safety and security reasons, refuse an Order Request to fixed telecommunication poles being utilised for critical government services, including in connection with government agencies, the military or the police.

### **33. Capacity Allocation Policy**

- 33.1 The Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:
  - (a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;

- (b) the Access Provider shall determine the available space only after considering:
  - (i) the requirements for Infrastructure Sharing Services for the Access Provider's then existing maintenance purpose;
  - (ii) the reservation of the Infrastructure Sharing Service for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and
  - (iii) the structural integrity of the infrastructure to safely accommodate additional capacity; and
  
- (c) the allocation of available space shall be:
  - (i) on a first-come, first-served basis;
  - (ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and
  - (iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

PART A

SERVICE DESCRIPTION

SECTION VI – DUCT AND MANHOLE ACCESS

1. Scope

1.1 This Section VI of Part A sets out the terms and conditions which are applicable to Duct and Manhole Access.

2. General Terms and Conditions

2.1 The Duct and Manhole Access is a Facility and/or Service which comprises the provision of physical access to one or more of the following elements:

- (a) Lead-In Ducts;
- (b) Mainline Ducts;
- (c) Inter-exchange Ducts;
- (d) manholes, including any manholes associated with Lead-In Ducts, Mainline Ducts or Inter-exchange Ducts; and
- (e) sub-ducts where there is a space for the Access Seeker to install their own sub-ducts.

For the purpose of clarification, access to Duct and Manhole Access is by using the Access Provider's existing sub duct only. However, for the purpose of interconnection or connectivity to the Access Provider's manholes, Access Seeker to build their own duct and/or subduct to connect to the manholes of the Access Provider.

2.2 Provision of physical access includes the provision of, or procurement of the provision of

- (a) space at specified network facilities to enable an Access Seeker to install and maintain its own fibre and accessories and sub-ducts;
- (b) access for the personnel of the Access Seeker, including to the land upon which any Lead-in Ducts, Mainline Ducts and Inter-exchange Ducts, sub-ducts and manholes are situated; and

- (c) provision of physical access in subparagraphs (a) to (b) above will be subject to the security measures to mitigate security risk of Access Provider.

### 3. Forecast

3.1 The Access Provider shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Duct and Manhole Access is one (1) year, or as mutually agreed by the Operators;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Duct and Manhole Access is one (1) year or as mutually agreed by the Operators; and
- (c) the maximum frequency to update or to make further Forecasts regarding Duct and Manhole Access is once a year or as mutually agreed by the Operators.

### 4. Service Order

4.1 The Access Provider shall acknowledge receipt of each Order for the Duct and Manhole Access within two (2) Business Days.

4.2 The Access Provider must notify an Access Seeker that an Order for the Duct and Manhole Access is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification, where the Access Provider has undertaken post-Order Service Qualification for that Order.
- (c) subject to the distance and scale of the required infrastructure and obtaining relevant third-party authority approvals, the post-Order Service Qualification timeframe for Duct and Manhole Access is within the shorter of:
  - (i) twenty (20) Business Days after the date of the Notice of Receipt; and
  - (ii) the time within which the Access Provider performs and notifies the result of an equivalent Service Qualification undertaken for itself.

4.3 The indicative delivery timeframe for Duct and Manhole Access less than 10km in length is ten (10) Business Days. For clarification, the indicative delivery timeframe in this **Subsection 4.3** commences from the Notice of Acceptance or confirmation of the Order (as applicable).

## 5. Billing and Payment

5.1 The Billing Period for Duct and Manhole Access will be one (1) year in advance for the first year and monthly in advance for subsequent years.

5.2 The Access Provider agrees to provide Duct and Manhole Access to the Access Seeker in accordance with the terms of this Maxis RAO including the relevant **Terms and Conditions for Technical Matters** and the terms and conditions of this **Section XII**.

5.3 The Access Seeker shall pay to the Access Provider for Duct and Manhole Access stated in this **Section XII** of **Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section XII** of **Part B** of this Maxis RAO.

5.4 The other relevant information on the Duct and Manhole Access may be obtained from the Access Provider upon written request.

## 6. Pre-Requisites for applying Duct and Manhole Access

6.1 The Access Provider shall not be obliged to provide to the Access Seeker the Duct and Manhole Access unless:

- (a) the Access Provider:
  - (i) is the owner of the Duct and Manhole; or
  - (ii) has exclusive rights of use of the Duct and Manhole pursuant to a lease or tenancy agreement with the owner of the Duct and Manhole and the Access Provider has been granted the requisite approval by the owner of the said Duct and Manhole to permit the Access Seeker to use the Duct and Manhole;
- (b) the Access Seeker has the appropriate license under the Act and its subsidiary legislation to operate the service and other approvals from relevant authorities, where required;
- (c) there is sufficient space; and
- (d) the Technical Proposal from the Access Seeker has been approved by the Access Provider.

- (e) Access Seeker to obtain the necessary approval or permit from the relevant authorities and/or Access Provider.

## **7. Duration of Duct and Manhole Access**

7.1 Duct and Manhole Access agreed between the Operators, shall be for a fixed period of three (3) years unless a lesser period is stipulated by the Access Provider (where the Access Provider's right to use the Duct and Manhole is less than three (3) years) and may be further renewed subject to the mutual agreement of the Operators. The Access Seeker shall within six (6) months prior to the expiry of the term of Duct and Manhole notify the Access Provider in writing as to whether or not it wishes to renew the term of the Duct and Manhole Access.

7.2 The term of the Duct and Manhole Access shall commence on the date ("Start Date"):

- (a) the Access Provider makes available for physical possession the Duct and Manhole space in accordance with the agreed specifications in the Technical Proposal and the Access Provider has notified the Access Seeker in writing of the same; or
- (b) the Access Seeker takes physical possession of the Duct and Manhole, whichever is the earlier.

## **8. Use of Duct and Manhole**

8.1 The Access Seeker shall only use the Duct and Manhole for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint from the Access Provider, or owner or any of the other access seekers.

8.2 The Access Provider shall not be responsible for any damage to the Access Seeker's line in the Duct and Manhole caused by fire, water leakage and/or by any other causes or reasons.

## **9. Physical Access**

9.1 Where required to fulfil an Order for Duct and Manhole Access or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself. The Access Provider shall provide:

- (a) immediate physical access to Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (b) physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance.

## 10. Escorts

10.1 An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own employees or contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

- (a) bear the costs of such escort service;
- (b) subject to paragraph 11.1(d) below, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (c) subject to paragraph 11.1(d) below, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
  - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
- (d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
  - (i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 10.1(b) or 10.1(c) of this Maxis RAO (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an



operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and

- (ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

## **11. Absence of escorts**

- 11.1 For the purposes of subsection 10.1 of this Standard, if an escort does not arrive within the timeframe specified in subsection 10.1, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort but must notify and obtain the consent from the Access Provider before entering the Access Provider's property.

## **12. Nominated personnel**

- 12.1 The employees and/or contractors nominated by the Access Seeker under subsection 9, 10 and 11 above will be reasonable, having regard to:
  - (a) the position of each person and the number of persons nominated; and
  - (b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.

## **13. Site register**

- 13.1 The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.

## **14. Joint Survey**

- 14.1 A joint survey may be conducted by the Access Provider and the Access Seeker, along with surveyors, where necessary, to determine the availability of requested ducts and manholes at a particular area, provided that the scope of the survey be jointly decided and any costs are necessarily incurred, itemized and agreed between the parties. The timeframe for commencement and completion of Service Qualifications shall apply only after the Access Provider and the Access Seeker have agreed on the scope of the joint survey, the date of the joint survey and any cost necessarily incurred to be itemized between the parties.

**15. Capacity Allocation Policy:**

15.1 The Access Provider's Capacity Allocation Policy for Duct and Manhole Access shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

- (a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;
- (b) the Access Provider shall determine the available space only after considering:
  - (i) the requirements for ducts and space in manholes for the Access Provider's then existing maintenance purposes; and
  - (ii) the reservation of the ducts or sub-ducts for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis upon receipt of an Order for:
    - A. twenty-four months (24) months for use for critical government services, including in connection with government agencies, the military or the police; and
    - B. otherwise, four (4) months; and
- (c) the allocation of available space shall be:
  - (i) on a first-come, first-served basis;
  - (ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the twenty-five (25) months or five (5) months (as the case may be) from the date of the Order; and
  - (iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

**16. Operational manuals**

16.1 An Access Provider shall establish operations and maintenance manuals which are made available to Access Seekers and with which Access Seekers must comply, containing reasonable processes and procedures relating to Duct and Manhole Access including but not limited to:

- (a) standard operating procedures, including quality control in connection with the performance of work within ducts and manholes;
- (b) safety, security and occupational health and safety;
- (c) laying, maintenance, restoration and removal of cables;
- (d) entry to manholes; and
- (e) sealing or closing of manholes.

16.2 The Access Provider's processes and procedures for Duct and Manhole Access shall:

- (a) not be intentionally designed to deny or have the effect of denying or delaying the Access Seeker's access to ducts and manholes;
- (b) not completely or substantially prohibit an Access Seeker from physically accessing ducts and manholes unless the Access Provider has been directed in writing to do so by the Government (in which case, the Access Provider shall notify the Commission); and
- (c) be no more restrictive or onerous than the processes and procedures that the Access Provider imposes on its own personnel who physically access ducts and manholes.

## 17. Ground for refusal

17.1 An Access Provider may refuse an Access Request to Duct and Manhole Access to the extent (and only to the extent that):

- (a) the Access Provider has entered into an exclusive arrangement for access to duct and manhole infrastructure in Putrajaya with the Government of Malaysia and such arrangement has been entered into (without extension or amendment) prior to the Effective Date of this Determination; or
- (b) there are reasonable grounds for the Access Provider to refuse access based on safety and security, to the extent that the duct and manhole infrastructure is being utilised for critical government services, including in connection with government agencies, the military or the police.

The grounds for refusing access and/or imposing any restrictions on access by the Access Provider on Duct and Manhole Access in relation to safety and security must be no more

restrictive or onerous than the Access Provider imposes on its own personnel who physically access the same ducts and manholes.

**16. Equivalence of Inputs**

16.1 An Access Provider must provide Duct and Manhole Access on an Equivalence of Inputs basis to Access Seekers, including with information that is of the same degree of reliability and currency as that which it provides itself, including but not limited to:

- (a) information relating to the locations at which Duct and Manhole Access is available;
- (b) information relating to the physical space available at such locations; and
- (c) any other information that is reasonably required by the Access Seeker to enable the Access Seeker to place an Order for Duct and Manhole Access or otherwise access duct and manhole infrastructure.

**17. Maintenance and rectification**

17.1 An Access Provider shall:

- (a) ensure that it maintains in reasonable working condition all ducts and manholes;
- (b) on notice by an Access Seeker, or upon otherwise becoming aware, that any duct or manhole does not comply with paragraph 17.1(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance; and
- (c) in the case of broken/blocked ducts resulting in lack of capacity, conduct reasonable remediation, to the extent technically feasible, and in a timely manner, subject to the mutually agreed cost between the Access Provider and the Access Seeker.

If the ducts and manholes that are only used by the Access Seeker are beyond repair and both Access Provider and Access Seeker agree that replacement is required, the Parties shall mutually agree on the reasonable costs to be shared between the Access Provider and the Access Seeker.

**18. Indemnity**

- (a) In relation to matters of, and relating to, liability between an Access Provider and Access Seeker not governed by the terms of an Access Agreement, where an Operator (the first Operator), through its acts or omissions (whether negligent or otherwise), causes damage to Equipment used by the other Operator in connection

with the provision of Duct and Manhole Access, then, subject to paragraph 18(b) below, the first Operator must indemnify the other Operator against such damage and any reasonable costs or expenses associated with such repair or replacement.

- (b) In respect of the indemnity under paragraph 18(a) above:
  - (i) under no circumstances will the first Operator be liable for any indirect, consequential or special loss or damage, or loss or any other damage that does not arise naturally from the breach according to the usual order of things;
  - (ii) to the extent permitted by law and subject to paragraph 6.11.19(b)(iii), the first Operator's maximum liability to the other Operator shall be limited to the amount specified in an Access Agreement, or RM1,000,000, whichever is lower; and
  - (iii) the limitation of liability in paragraph 18(b)(ii) will not apply to any acts or omissions of the first Operator that cause or contribute to death or personal injury of any person.

## 19. Restriction on resale

- 19.1 The Access Seeker may not assign, share or sublet part or all of the duct space or manholes to any person, without the approval of the Access Provider.

## 20. Accredited sub-contractors

- 20.1 Access Seekers are required to use an accredited list of sub-contractors provided by the Access Provider, in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure.

## 21. Technical specifications

- 21.1 The Access Agreement between the Access Provider and Access Seeker may include mutually agreed technical proposals determined by the Access Provider for Duct and Manhole Access including but not limited to the following:
  - (a) fibre optic technical specifications;
  - (b) distance measurements;
  - (c) acceptance test;

- (d) trenching method;
  - (e) ductways; and
  - (f) manhole specifications.
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PART A

SERVICE DESCRIPTION

SECTION VII – END TO END TRANSMISSION SERVICE

1. Scope

1.1 This **Section VII of Part A** sets out the terms and conditions which are applicable to End-to-End Transmission Service.

2. General Terms and Conditions

2.1 The End-to-End Transmission Service is a Facility and/or Service for the carriage of communications between:

- (a) two End User locations;
- (b) between two Access Seeker's premises; or
- (c) between one End User location and one Access Seeker's premises,

via such network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.

2.2 Network interfaces may use any technology as may be agreed between the Access Provider and the Access Seeker including, for example Ethernet interfaces.

2.3 The functionalities of the End-to-End Transmission Service include:

- (a) transmission and any type of routing or switching (whether packet, circuit, multi-layer or otherwise);
- (b) the signalling required to support the technology or to provide a service;
- (c) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
- (d) a digital protocol (including Internet Protocols).

- 2.4 An End User location or Access Seeker's premises ~~Point of Presence~~ in **Subsection 2.1** above may include submarine cable and satellite link between Sabah and Sarawak and Peninsular Malaysia, submarine cable landing station centre or an earth station.
- 2.5 The End-to-End Transmission Service may be for the carriage of Communications which comprise of content applications service.
- 2.6 Technologies used to supply End-to-End Transmission Services, such as Metro-E, or any other applicable technology which is currently available or which may be developed in future, may be requested by Access Seekers and the Access Provider must supply End-to-End Transmission Service using these technologies on request.
- 2.7 An Access Seeker for the End-to-End Transmission Service which includes but is not limited to a network facilities provider or network service provider which is only authorized to provide limited network facilities or network services such as in the last mile, but wishes to acquire the End-to-End Transmission Service in order to connect its limited network facilities or network services.
- 2.8 For the avoidance of doubt, the End-to-End Transmission Service comprises but is not limited to the Facilities and/or Services specified in the Trunk Transmission Service and the Wholesale Local Leased Circuit Service as defined in the Access List.
- 2.9 The End-to-End Transmission Service offered by the Access Provider may include any End-to-End Transmission Service with:
- (a) any core network availability between 99.90% and 99.992%, whether per month or otherwise;
  - (b) any network latency of between >1ms and <40ms;
  - (c) zero or more routes of redundancy; and
  - (d) any other technical parameters specified or utilized by the Access Provider from time to time, including parameters of a type referred to in (a) to (c) above.

### 3. Forecast

- 3.1 The Access Provider shall only request Forecasts where:
- (a) the maximum period of time covered by Forecasts regarding the End-to-End Transmission Service is one (1) year, or as mutually agreed by the Operators;



- (b) the minimum intervals or units of time to be used in Forecasts regarding the End to End Transmission Service is one (1) year or as mutually agreed by the Operators; and
  - (c) the maximum frequency to update or to make further Forecasts regarding the End-to-End Transmission Service is once a year or as mutually agreed by the Operators.
- 3.2 The Access Provider shall acknowledge receipt of each Order for the End-to-End Transmission Service within two (2) Business Days. For clarification, an Access Provider may acknowledge receipt of Orders in batches of no more than 20 Orders per batch.
- 3.3 The Access Provider must notify an Access Seeker that an Order for the End-to-End Transmission Service is accepted or rejected within ten (10) Business Days after:
  - (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order; or
  - (b) providing the Access Seeker with the result of post-Order Service Qualification, where the Access Provider has undertaken post-Order Service Qualification for that Order.
- 3.4 Unless otherwise agreed between the Access Provider and Access Seeker having regard to the volume of the relevant Order(s), the indicative delivery timeframe for the End-to-End Transmission Service is:
  - a) if no new network facilities are required to supply the End-to-End Transmission Service, twenty (20) Business Days for urban areas, thirty (30) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands); or
  - b) if new network facilities are required to supply the End-to-End Transmission Service, sixty (60) Business Days for urban areas, ninety (90) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands).

For clarification, the indicative delivery timeframe in this **Subsection 3.3** commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14, Section III, Terms and Conditions for Technical Matters** of this Maxis RAO.

**4. Billing Cycle**

4.1 The Billing Period for End-to-End Transmission Service will be quarterly in advance.

**5. Provisioning of End-to-End Transmission Services**

5.1 The Access Provider will provide End-to-End Transmission Service requested by the Access Seeker in accordance with this Maxis RAO.

5.2 Where the Access Seeker leases End-to-End Transmission Service from the Access Provider, the Access Provider's Equipment can be co-located in the Access Seeker's premises.

5.3 The Access Seeker shall provide the Access Provider reasonable access to its premises when the Access Provider reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of End-to-End Transmission Service by the Access Provider.

5.4 The Access Provider shall ensure the End-to-End Transmission Services conform to the QoS Standards and Technical Specifications, subject to the Access Seeker's use of those End-to-End Transmission Services in accordance with the Technical Specifications and other agreed requirements.

5.5 The minimum period in which the Access Seeker may lease End-to-End Transmission Services is one (1) year.

5.6 The Access Seeker shall pay to the Access Provider for End-to-End Transmission Services stated in this **Section XIII of Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section XIII of Part B** of this Maxis RAO.

**6. No bundling**

6.1 An Access Provider shall not require an Access Seeker to purchase a Transmission Service together with any other Transmission Service. For example, an Access Provider shall not require an Access Seeker to purchase Trunk Transmission Service between a pair of technically feasible network transmission points with another Trunk Transmission Service between another pair of technically feasible network transmission points.

**7. Rebate**

7.1 An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of

any End-to-End Transmission Service provided by the Access Provider does not meet the relevant service level availability specified in the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No. of 2009 or the service level availability mutually agreed between the Access Seeker and the Access Provider, including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time, other than to the extent to which such non-compliance arises due to:

- (a) any act or omission of the Access Seeker other than in accordance with the directions of the Access Provider;
- (b) Force Majeure; or
- (c) any other excluded reason specified in that Determination

## **8. Amount of rebate**

8.1 The amount of any rebate for the purpose of Condition 8 above shall, at minimum, reflect:

- (a) the reduced costs that would have been incurred by the Access Seeker in acquiring the relevant End-to-End Transmission Service with a service level availability equivalent to that provided by the Access Provider; and
- (b) any other diminution in value (including any rebates paid by the Access Seeker) in the End-to-End Transmission Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability required under the Commission Determination on the Mandatory Standards for Quality of Service (Digital Leased Line Service), Determination No.3 of 2009, including such modification or variation and any other mandatory standards that may be determined by the Commission from time to time.
- (c) The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and the Access Seeker.

## **9. Equivalence of inputs**

9.1 An Access Provider must provide End-to-End Transmission Service on an Equivalence of Input basis to Access Seekers, including the product, speed tiers, speed, price, timeframe, service level performance and terms and conditions that are equivalent to what it provides to itself and/or another Access Seeker.

PART A

SERVICE DESCRIPTION

SECTION VIII – MVNO ACCESS

1. General

1.1 This **Section VIII of Part A** sets out the terms and conditions which are applicable to Mobile Virtual Network Operator “MVNO” Access.

2. Scope

2.1 MVNO Access is a Facility and/or Service for access to the Mobile Network used by the Access Provider to provide public cellular services to the public, for the purpose of the Access Seeker providing its public cellular services to the public.

2.2 MVNO Access may include access to the Facilities and/or Services used by the Access Seeker to provide:

- (a) one or more of voice, data and application services, as selected by the Access Seeker; and
- (b) services over networks including LTE as applicable and provided by the Access Provider;

2.3 Examples of Facilities and/or Services to which the Access Seeker may request from the Access Provider may include:

- (a) radio network;
- (b) Serving GPRS Support Node and Gateway GPRS Support Node;
- (c) Home Location Register;
- (d) value-added service platforms (such as its Short Message Service Centre, Multimedia Service Centre and Voicemail Server);
- (e) SIM provisioning and configuration;
- (f) customer billing; and

(g) customer relationship management.

2.4 For the purpose of clarification, Infrastructure sharing, Radio Access Network (RAN) Sharing and Domestic Roaming are not considered as MVNO Access.

### 3. Condition Precedent

3.1 The MVNO Access provided by the Access Provider to the Access Seeker are subject to the following conditions precedent:

- (a) Completion and successful of the Proof of Concept (“POC”)
- (b) The POC, technical requirements and technical parameters for the MVNO Access provided by the Access Provider are to be determined by the Access Provider
- (c) The Access Seeker is not concurrently been provided with the MVNO Access by the other Access Provider.
- (d) There is sufficient capacity in the Access Provider’s mobile network
- (e) The Access Seeker shall agree to the POC cost, network integration and set-up cost, network upgrade cost and other relevant cost that is required by the Access Provider to provide the MVNO Access to the Access Seeker.
- (f) Completion of the connectivity to the POI, the network integration between the Access Seeker and the Access Provider.

### 4. Forecast

4.1 The Access Provider may determine the Forecasts which it requires from an Access Seeker to provide MVNO Access including with regard to:

- (a) the network components, Facilities and/or Services to be supplied as part of MVNO Access;
- (b) the maximum period of time covered by the Forecasts;
- (c) the minimum intervals or units of time to be used in Forecast; and
- (d) the maximum frequency of the Forecasts or updates to the Forecasts.

4.2 An Access Provider shall ensure that Forecasts under **Subsection 4.1** above are no more onerous than either of;

- (a) what is necessary for the Access Provider to supply MVNO Access without adversely affecting the Access Provider's Network; and
- (b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

**5. Network Setup, Network Integration and Connectivity to Point of Interconnect (POI)**

- 5.1 The Access Seeker shall be responsible to establish the connectivity from the Access Seeker's network to the agreed POI with the Access Provider.
- 5.2 The Access Seeker shall undertake at its own cost, all necessary action including network conditioning, network configuration and interoperability testing, to ensure the successful interconnection and integration of its network with the Access Provider network at the agreed POI and the interoperation of its network with the Access Provider network to the extent necessary to enable the Access Provider to provide the MVNO Access.
- 5.3 Each Operator shall be responsible for implementing the configuration parameters on its own network.
- 5.4 The Operators shall jointly prepare the mutually agreed connectivity plan, timeline to establish the POI and network interconnection.
- 5.5 The network interface shall be as specified by the Access Provider.

**6. Proof of Concept (POC)**

- 6.1 The technical requirements, scope, test specification documents and timeline of the POC are to be determined by the Access Provider. The Access Seeker should work together with the Access Provider to complete the POC.
- 6.2 The POC shall be completed within 6 months from the start of the POC, unless otherwise mutually agreed by the Operators.

**7. Minimum Term**

- 7.1 The Access Seeker agrees to subscribe to the MVNO Access provided by the Access Provider for the minimum subscription period of three (3) years ("MVNO Access Minimum Subscription Period").

7.2 Upon the expiry of the MVNO Access Minimum Subscription Period, the term shall be automatically renewed on a yearly basis unless the Access Seeker provides the Access Provider at least six (6) months written notice, prior to the expiry of the relevant term, stating its intention not to renew. For clarity, the six (6) months' notice period shall only commence from the date of acknowledgement by the Access Provider of the said notice.

## 8. Service Order

8.1 The Service Order process shall only commence after completion of the POC and fulfilment of the Condition Precedents

8.2 The Access Provider shall acknowledge receipt of each Order for the MVNO Access within two (2) Business Days.

8.3 The Access Provider must notify an Access Seeker that an Order for MVNO Access is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification, where the Access Provider has undertaken post-Order Service Qualification for that Order.

8.4 The indicative delivery timeframe for MVNO Access is forty (40) Business Days. For clarification, the indicative delivery timeframe in this **Subsection 8.4** commences from the Notice of Acceptance or confirmation of the Order (as applicable) and subject to completion of the relevant network setup, integration work and proof of concept (POC) between the Access Seeker and the Access Provider.

## 9. Billing and Payment

9.1 The Billing Cycle for MVNO Access will be monthly or as mutually agreed by the Operators.

9.2 The Access Seeker shall pay to the Access Provider for MVNO Access stated in this **Section XIV of Part A** provided by the Access Provider, Charges in accordance with the applicable provisions set out in **Section XIV of Part B** of this Maxis RAO.

**10. Support**

10.1 An Access Provider must provide an Access Seeker with any support reasonably requested by the Access Seeker to permit the Access Seeker to comply with the Commission Determination on the Mandatory Standards for the Provision of Services through a Mobile Virtual Network, Determination No.3 of 2015 including such modification or variation and any other mandatory standards as may be determined by the Commission from time to time.

**11. Modularity**

11.1 Unless subject to the technical requirement for that MVNO Access to be provided and/or as mutually agreed by the Operators, an Access Provider must provide MVNO Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for MVNO Access to be provided.

**12. Customer Information**

12.1 The Access Provider will not use any Access Seeker's Customer Information to market or offer to supply its good or services to that or any other Customer, except where:

- (a) the Customer Information is publicly available; or
- (b) the Customer Information has been received or deployed by the Access Provider from sources other than the Access Seeker;

and, in either case, the information has not been collected or generated with reference to, or combined with or compared to, information provided in connection with the Access Provider's supply of the MVNO Access. This includes any use or intended use by the Access Provider to dissuade that Customer from entering into a contractual relationship with the Access Seeker for retail services that use the MVNO Access as an input or more generally, to persuade that Customer to enter into a contractual relationship with the Access Provider for the Access Provider's retail services.

**13. Pre-requisite for applying the MVNO Access**

13.1 An Access Seeker for the MVNO Access shall:

- (a) be a licensee as defined in the Act and makes a written request for MVNO Access services including its proposals to develop and launch a business retailing telecommunications services and products as a MVNO ("**Business Plan**"); and



- (b) not a holder of a mobile cellular systems or International Mobile Telecommunications (IMT) systems spectrum assignment or an apparatus assignment under Chapter 1 of Part VII of the Act.

13.2 The Access Seeker will use the MVNO Access to facilitate the supply of public cellular services to their End Users and must not use, or procure or permit any third party to use, whether directly or indirectly, the MVNO Access (or any part thereof) for any other purpose including as below:

- (a) offer for sale, resell (or attempt to resell) the MVNO Access (or any part thereof) to any person;
- (b) channel (or attempt to channel) the MVNO Access (or any part thereof) to facilitate the supply of retail or wholesale electronic communication services by any third party, including any other mobile telecommunications service provider; or
- (c) license (or attempt to license) the MVNO Access (or any part thereof) or the Access Provider Network (or any part thereof) to any third party in any form or in any manner whatsoever.

without the written approval by the Access Provider.

#### 14. Business Plan

14.1 The Access Seeker shall submit their Business Plan document which consists of the basis on which the MVNO Access service is to be provided by the Access Provider to the Access Seeker.

14.2 The Access Seeker shall at all times adopt and adhere to the agreed Business Plan including to establish, develop, operate its distribution channels, dealer network, retail sales outlets and market their retail services only in accordance with the agreed Business Plan.

#### 15. Technical Proposal

15.1 The Access Seeker shall submit their Technical Proposal document which consists of sufficient level of information that enables the Access Provider to carry out assessment for the requested MVNO Access.

15.2 The Technical Proposal document from the Access Seeker may comprise of, but is not limited to the following:

- (a) Point of Interconnect:

- Protocol: SIP-I/ISUP/CAMEL/MAP
  - Physical connectivity: IP or E1
  - Location:
- (b) The MVNO network elements:
- MSS/MGW/STP
  - HLR/HSS
  - GGSN/PGW
  - IN
  - VAS (SMSC, USSD GW, VMS, RBT, IVR etc)
  - Capacity & Forecast
  - Others
- (c) MVNO Addressing
- IMSI range
  - MSISDN range
  - NE GT, SPC
  - Network name display
  - Sim card
- (d) MVNO International Roaming & Interconnect
- Voice roaming
  - Data roaming
- (e) Reports & SLA

## 16. Branding

- 16.1 The Access Seeker must advertise, market, promote, package, distribute and supply its Retail Services under its own branding (including in respect of SIMs and Subscriber interfaces, such as voicemail and IVR, that may be offered or supplied by the Access Seeker in connection with its Retail Services).
- 16.2 The Access Seeker shall not use any of the Access Provider's Brands whether directly or indirectly in connection with its Retail Services, including advertising, marketing, promotion, packaging, distribution or supply of any Retail Service (including in respect of SIMs and Subscriber interfaces, such as voicemail and IVR, that may be offered or supplied by the Access Seeker in connection thereto), unless the Access Seeker has obtained the Access Provider's prior written consent.

**17. Service Termination**

- 17.1 In the even the Access Seeker wish to stop their business operation which will result in termination of the services provided to their subscribers, the Access Seeker shall provide at least three (3) months notices to the Access Provider.
- 17.2 The Access Seeker shall also handover its remaining subscribers, including their database and the HLR information, where applicable, to the Access Provider within those three (3) months notices period. The Access Provider is not obligated to compensate or remunerate the Access Seekers for the subscribers transferred. The Access Providers existing packages will be applicable to the transferred subscribers.
- 17.3 The Access Seeker must provide the Access Provider with all assistance reasonably requested by the Access Provider to facilitate the transition of each of the Access Seeker's Customers onto retail mobile services supplied by the Access Provider or another Access Provider.
- 17.4 The Access Provider and the Access Seeker shall ensure the continuity of services to the subscribers.

**18. Equivalence of Inputs**

- 18.1 An Access Provider must provide the MVNO Access on an Equivalence of Inputs basis to Access Seekers, including by providing access to any mobile technologies, at the same time, and for the same duration, as the Access Provider provides such technologies to itself.

**19. Approval of commercial initiatives**

- 19.1 If the terms of an Access Agreement require an Access Seeker to request the Access Provider's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches (**initiatives**), then:
- (a) the Access Provider must approve any such request within a reasonable timeframe, and in any event within such timeframe as the Access Provider typically approves its own initiatives; and
  - (b) any such approval must not be unreasonably withheld or delayed.

PART A

SERVICE DESCRIPTION

SECTION IX – HSBB NETWORK SERVICES

1. **Scope**

1.1 This **Section IX of Part A** sets out the terms and conditions which are applicable to HSBB Network Services.

1.2 There are two (2) forms of HSBB Network Services:

- (a) Layer 2 HSBB Network Services with QoS; and
- (b) Layer 3 HSBB Network Service.

1.3 For the purpose of clarification, the form of HSBB Network Services offered by Maxis under this Maxis RAO is the Layer 3 HSBB Network Service.

2. **General Terms and Conditions**

2.1 The Layer 3 HSBB Network Service is an access and transmission Facility and/or Service for the provision of Layer 3 connectivity for the carriage of certain communications, being data in digital form and conforming to Internet Protocols, between customer equipment at an End User's premises and a POI at the Access Provider's premises or the Access Seeker's premises, as selected by the Access Seeker, where in respect of the service:

- (a) the customer equipment is directly connected to an Access Provider's High-Speed Broadband Network;
- (b) the Access Seeker selects the bit rate (table below); and
- (c) the Access Seeker selects the Classes of Service ("CoS") (table below).

2.2 The Layer 3 HSBB Network Service includes:

- (a) any hybrid Layer 2 and/or Layer 3 functionality required for the provision of the service;
- (b) shared splitting services;

- (c) interfaces to operational support systems; and
- (d) network information.

2.3 Nothing in this service description is intended to limit:

- (a) the number of concurrent Layer 3 HSBB Network Services acquired by an Access Seeker from an Access Provider associated with a single Customer;
- (b) concurrent acquisition of the Layer 3 HSBB Network Service and other HSBB Network Services by an Access Seeker from an Access Provider associated with a single Customer; or
- (c) the number of HSBB Network Service that may be acquired by a single Access Seeker, either in a single location or at multiple locations (or permit an Access Provider to require an Access Seeker to acquire any minimum or maximum number of HSBB Network Services, either in a single location or at multiple locations), as condition of an Access Provider supplying the Layer 3 HSBB Network Service.

2.4 The Layer 3 HSBB Network Service shall be supplied to the Access Seeker as follows:

- (a) at pre-defined speeds which are capable of providing the bit rates specified below, as selected by the Access Seeker, subject to the maximum bit rate supported by the access technology used at particular End User premises:

Symmetric base bit rates	
4 to 30 (inclusive) in 1 Mbps increments	
32	
50	
60	
100	

Additional Bit Rates the Access Seeker may request	
Downstream	Upstream
30 Mbps	5 Mbps
30 Mbps	10 Mbps
50 Mbps	10 Mbps
50 Mbps	20 Mbps
100 Mbps	40 Mbps
100 Mbps	50 Mbps
250 Mbps	100 Mbps

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500 Mbps	100 Mbps
600 Mbps	100 Mbps
700 Mbps	100 Mbps
800 Mbps	200 Mbps
1000 Mbps	500 Mbps
Any other higher, lower or different bit rates specified or utilized by the Access Provider from time to time	

- (b) in accordance with the following CoS, as selected by the Access Seeker, with traffic in each CoS prioritised as set out below in the case of congestion:

Class of Service	Traffic Priority
VoIP	1
IPTV, Video-on-Demand	2
Management, Business Internet	3
Residential Internet, Best Efforts Connection	4

- (c) Any other technical parameters or standards specified, utilized or agreed by the Access Provider from time to time.

**3. Forecasts**

3.1 The Access Provider shall only request Forecasts where:

- (a) the maximum period of time covered by the Forecasts regarding Layer 3 HSBB Network Service is three (3) years which will be non-binding unless confirmed by the Access Seeker;
- (c) the minimum intervals or units of time to be used in Forecast regarding Layer 3 HSBB Network Service is three (3) months; and
- (d) the maximum frequency to update or to make further Forecasts regarding Layer 3 HSBB Network Service is once every three (3) months.

**4. Order**

4.1 The Access Provider shall acknowledge receipt of each Order for the Layer 3 HSBB Network Service within one (1) Business Day.

4.2 The Access Provider shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any post-Order Service Qualification within the shorter of:

- (a) five (5) Business Days after the commencement of the post-Order Service Qualification; and
- (b) the time within which the Access Provider performs and notifies the result of an equivalent post-Order Service Qualification undertaken for itself.

The Access Provider shall only require post-Order Service Qualification to be requested in respect of the premises on a street that is not connected to the Layer 3 HSBB Network Service.

4.3 The Access Provider must notify an Access Seeker that an Order for a Layer 3 HSBB Network Service is accepted or rejected within one (1) Business Day after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification, where the Access Provider has undertaken post-Order Service Qualification for that Order.

4.4 The indicative activation timeframe for Layer 3 HSBB Network Service is:

- (a) in respect of a serviceable address that is connected to the Layer 3 HSBB Network Service, five (5) Business Days including the date of the Broadband Termination Unit ("BTU") installation appointment (whether or not a BTU has been installed at such premises as at the date of the relevant Notice of Acceptance); or
- (b) otherwise, up to fourteen (14) Business Days including the date of the BTU installation appointment and the successful BTU installation.

The Access Provider will perform activations, and must ensure it has sufficient BTU stock to perform activations, within the shorter of the timeframe specified in this **Subsection 2.8**, the time within which the Access Provider performs activations for itself and the time which would permit the Access Seeker or downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No.4 of 2021 including such modification or variation as may be determined by the Commission from time to time. For clarification, the indicative activation timeframe in

this **Subsection 2.8** commences from the Notice of Acceptance or confirmation of the Order (as applicable).

**5. Billing**

5.1 The Billing Period for Layer 3 HSBB Network Service will be monthly.

5.2 The Access Seeker shall pay to the Access Provider for Layer 3 HSBB Network Service stated in this Section XV of Part A provided by the Access Provider, Charges in accordance with the applicable provisions set out in Section XV of Part B of this Maxis RAO.

**6. Portal information**

6.1 Each Access Provider must make available, through an interactive self-service portal, access to a mechanism which allows Access Seekers to query:

- (a) whether:
  - (i) a premises is on a street which is connected to a Layer 3 HSBB Network Service and where a BTU is installed;
  - (ii) a premises is on a street which is connected to the Layer 3 HSBB Network Service, but where a BTU is not installed; or
  - (iii) a premises is in an exchange service area or part of an exchange service area (if applicable) in which the Access Provider has a Layer 3 HSBB Network;
- (b) the maximum bit rate at which the Access Provider offers the Layer 3 HSBB Network Service (subject to any necessary provisos or qualifications related to technology or network facility limitations);
- (c) information and parameters concerning service restoration including, without limitation, throughput achieved at the service boundaries of the Layer 3 HSBB Network Service, equivalent to that which the Access Provider provides to itself; and
- (d) the availability of BTU ports, on a premises-by-premises basis.

The Access Provider shall ensure that the information specified is accurate and made available as soon as the Access Provider makes that information available to itself and in any case, on and from the date of inclusion of the premises or exchange service area (or part thereof) in the implementation and migration plan or any subsequent updates. The Access Provider shall



pay to an Access Seeker on request, a rebate of RM 44.75, or such other amount as agreed between the parties, for each item of information that the Access Provider fails to provide, or which is inaccurate.

The Access Provider may, at its discretion, require the Access Seeker to submit a claim for such rebates, provided that:

- (e) the Access Provider must not request information, evidence or other materials from the Access Seeker beyond the minimum amount that is reasonably necessary to validate the Access Seeker's claim;
- (f) the Access Provider must, within such timeframes as agreed with the Access Seeker, pay any rebates validly claimed by the Access Seeker or notify the Access Seeker that some or all of the Access Seeker's claim is rejected; and
- (g) if the Access Provider rejects a claim by an Access Seeker, the Access Provider must provide reasons for such rejection.

## 7. Implementation and migration plan

7.1 The Access Provider shall maintain and provide to the Access Seeker on a monthly basis or other timeframe as mutually agree, a detailed up-to-date implementation plan that provides its procedures and timing for the HSBB Network Services that includes:

- (a) the implementation plan covering a total period of time for which the Access Provider has any internal rollout plans;
- (b) the construction of new nodes by location;
- (c) the exchange buildings and other Access Provider premises at which Access Seekers may establish a POI to acquire the HSBB Network Services;
- (d) ordering and provisioning procedures for HSBB Network Services including the applicable terms and conditions; and
- (e) the total number of available BTU ports, on a premises-by-premises basis subject to reasonable justification provided by the Access Seeker on a case-by-case basis.

The Access Provider shall manage the implementation plan in a non-discriminatory manner. This includes giving the same information and priority to Access Seekers as it gives to itself in the handling of the orders for HSBB Network Services. The information provided to Access Seekers must allow Access Seekers to:

- (f) market HSBB Network-based retail services to Customers and potential Customers;
- (g) compete for the delivery of HSBB Network-based retail services to Customers and potential Customers; and
- (h) order Layer 3 HSBB Network Services in order to deliver HSBB Network-based retail services to Customers and potential Customers,

on the same basis as the Access Provider.

**8. Availability to Access Seeker**

8.1 The implementation and migration plan shall be made available in electronic form to any Access Seeker on request.

**9. Service Fulfillment Timeline**

9.1 The Access Provider shall work together with the Access Seeker to comply with the obligations on service fulfillment timelines as stated below:

Parameters	Timelines and obligations
<b>Service Gateway ("SG") configuration</b>	The SG configuration shall be performed and completed by the Access Provider within fourteen (14) Business Days for existing node, commencing from the date on which connectivity to the Access Seeker's equipment has been established. The relevant timeframe for new nodes is to be mutually agreed between the Access Provider and the Access Seeker.
<b>Service availability check</b>	<ul style="list-style-type: none"> <li>• The Access Provider shall enable the Access Seeker to check whether a premises or exchange service area (or part thereof) is serviceable by the Layer 3 HSBB Network Service via an interactive self-service portal.</li> <li>• The Access Provider shall provide the Access Seeker with access to the interactive self-service portal upon establishment of the SG and service acceptance handover.</li> <li>• The Access Seeker may request an appointment in an available appointment slot for a BTU installation in respect of a premises that is serviceable by the HSBB Network Service.</li> </ul>

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	<ul style="list-style-type: none"> <li>Where information about a premises or exchange service area (or part thereof) is not available through the interactive self-service portal, the Access Seeker shall submit a demand request through a Customer Demand List.</li> </ul>
<b>BTU installation appointment</b>	The Access Provider shall provide the available time slot for the Access Seeker to schedule the installation appointment with the Customer within five (5) Business Days from the date of Order created or submitted by the Access Seeker in the portal. BTU installation appointments to be confirmed within one (1) Business Day of the Access Seeker requesting an appointment in an available appointment slot.
<b>BTU installation</b>	<ul style="list-style-type: none"> <li>Fifty percent (50%) of BTU installations per month to be completed within four (4) hours from the agreed installation time.</li> <li>Eighty percent (80%) of BTU installations per month to be completed within six (6) hours from the agreed installation time.</li> <li>One hundred percent (100%) of BTU installations per month to be completed within eight (8) hours from the agreed installation time.</li> </ul>
<b>Return Order management</b>	For any faulty or incomplete BTU installations, the Access Provider shall resolve the problem and complete the installation within five (5) Business Days of Access Seeker's notification unless the installation was faulty or incomplete for reasons outside the Access Provider's reasonable control. In case where new infrastructure is required, Access Provider shall resolve the issue and complete the installation within fourteen (14) Business Days of Access Seeker's notification excluding cases where significant infrastructure deployment is required
<b>SG upgrade/downgrade</b>	Within five (5) Business Days from the date that the Access Seeker's request is received if the HSBB Network has sufficient capacity to support the request (otherwise a notification of rejection on the basis of insufficient capacity will be provided to the Access Seeker and the Commission within one (1) Business Day of such request).
<b>BTU upgrade/downgrade</b>	Within two (2) Business Days from the date that the Access Seeker's request is received if the HSBB Network has sufficient capacity to support the request (otherwise a notification of rejection on the basis of insufficient capacity will

	be provided to the Access Seeker and the Commission within one (1) Business Day of such request).
<b>Single truck roll</b>	The Access Provider shall enable the Access Seeker to request a single truck roll for the performance by the Access Provider of service fulfilment activities where it is reasonably practicable to do so (for example, enabling the Access Seeker to request that the Access Provider perform only a single truck roll in respect of BTU installations at two or more premises in close proximity to each other).

## 10. Service Assurance Timeline

- 10.1 The Access Provider shall work together with the Access Seeker to comply with the obligations on service assurance timelines as stated below:

<b>Parameters</b>	<b>Timelines and obligations</b>
<b>Mean time to restore for fault due to infrastructure from SG to BTU</b>	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
<b>A complete failure of network elements and causing all services to be totally disrupted</b>	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
<b>Any fault relating to breakdown of passive fibre</b>	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021 including such modification or variation as may be determined by the Commission from time to time.
<b>On-site support</b>	The Access Provider shall provide on-site support during Business Days.
<b>Appointment for service restoration</b>	The Access Provider shall provide an interactive service assurance portal, to the Access Seeker which shall include the following functionality:

	<ul style="list-style-type: none"> <li>• a common ticketing system to log, review and generate reports and progress updates; and</li> <li>• a common slotting system to enable the Access Seeker to view and book available appointment slots</li> </ul>
<b>Throughput</b>	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 1 of 2021 including such modification or variation as may be determined by the Commission from time to time.
<b>Packet Loss and Jitter</b>	As required to permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 1 of 2021 including such modification or variation as may be determined by the Commission from time to time.
<b>Network utilisation and performance</b>	The Access Provider shall provide to the Access Seeker a network utilisation and performance report at intervals of no greater than one (1) month.
<b>Portal Availability</b>	<p>The interactive service assurance portal shall:</p> <ul style="list-style-type: none"> <li>• operate with a service uptime of at least 99.9% including 8am to 10pm, seven days a week measured monthly; and</li> <li>• include all backend databases and systems.</li> </ul>

## 11. QinQ implementation

11.1 An Access Provider shall provide the QinQ implementation to the Access Seeker to allow the Access Seeker freedom in choosing their VLAN identifiers. The QinQ features include:

- (a) providing a simple layer 2 virtual private network tunnel for the end user:
- (b) shielding the VLAN identifier of the end user, so as to save the public network VLAN identified resource of the Access Seeker; and
- (c) enabling the Access Seeker to plan their private network VLAN identifier to avoid any conflict with the Access Provider and other operators' VLAN identifiers and to ensure that the Access Seeker's VLANs are not fully visible to the Access Provider.

## 12. Reporting

- 12.1 An Access Provider must, by the day that is on or about twenty (20) Business Days after the end of a calendar quarter (or such other period agreed with Access Seekers), provide to Access Seekers a report at no additional charges on the Access Provider's performance in each month of that quarter, against key operational metrics as specified in the Commission Determinations on the Mandatory Standards for Quality of Service (Wireless Broadband Access Services), Determination No. 1 of 2021 and Mandatory Standards of Quality of Service (Customer Service), Determination No.4 of 2021, in respect of services supplied by the Access Provider over the Layer 3 HSBB Network, including, without limitation:
- a) network utilization including optical line terminal backhaul utilisation and the area the optical line terminal is serving;
  - b) throughput;
  - c) latency;
  - d) packet loss;
  - e) service fulfilment; and
  - f) service assurance.

## 13. Equivalence of Inputs

- 13.1 The Access Provider must
- (a) provide Layer 3 HSBB Network Service on an Equivalence of Inputs basis to Access Seekers, including the product, speed tiers, speed, price, timeframes, service level performance and terms and conditions that are equivalent to what it provides to itself;
  - (b) provide access to Operational Support Systems for Layer 3 HSBB Network Service to itself and to Access Seeker using the same systems and processes (including for billing, information management, service fulfilment, service assurance and network performance); and
  - (c) ensure that the Access Seekers are able to use the Layer 3 HSBB Network Service, the OSS, the systems and processes that are used by the Access Provider in the same way and with the same degree of reliability, performance, accuracy and up-to-date information as it provides to itself, including by means of API integration if requested by an Access Seeker.

**14. Modularity**

14.1 The Access Provider must provide Layer 3 HSBB Network Service on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities and/or Services that are not required for Layer 3 HSBB Network Service to be provided.

**15. Churn Obligations**

15.1 The following obligations apply in relation to a Churn:

- (a) The Releasing Service Provider and Access Service Provider must not object to, impose an conditions on any party, or take any other steps, that have the effect of delaying or impeding, the implementation of a valid Churn request by a Gaining Service Provider, including imposing any conditions requiring the Customer of the Releasing Service Provider to visit any physical location to facilitate a Churn;
- (b) Within four (4) Business Days of the date of receipt of the Gaining Service Provider's Transfer Request;
  - (i) the Releasing Service Provider must either:
    - A. approve the Transfer Request and request the Access Service Provider to implement the Churn; or
    - B. notify the Gaining Service Provider that the Transfer Request is invalid or incomplete, in which case paragraph 15.1 (c) below shall apply; and
  - (ii) the Access Service Provider must, upon approval of the Transfer Request, reserve an available BTU port for the Gaining Service Provider to be used solely in connection with the Churn;
- (c) If a notification is made under paragraph 15.1(b)(i)B above, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer Request must be provided to the Access Service Provider immediately;

- (d) Upon receipt of a notice under paragraph 15.1(b)(i)A above, the Access Service Provider must promptly, and in any event within one (1) day of such receipt, request the Gaining Service Provider to reserve an available appointment slot for activation of the relevant service;
- (e) The Gaining Service Provider must, within one (1) day of receiving a notice under paragraph 15.1(c) and 15.1(d) above, submit with the Access Service Provider an Order for, and book an available appointment slot for activation of, the relevant service;
- (f) Each party shall use its best endeavours to ensure that the relevant Churn is implemented, and the relevant service activated, within seven (7) Business Days from the date of the Gaining Service Provider's first valid Transfer Request. This excludes situations such as deferment from customer request and return Order due to faulty BTU port;
- (g) Unless otherwise specifically provided in this Maxis RAO, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer;
- (h) If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of this Maxis RAO) must not refuse an Access Request on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request; and
- (i) If, in respect of a Churn, the Releasing Service Provider and Access Service Provider are the same person, any acts required under this Subsection 15 as between the Releasing Service Provider and Access Service Provider shall be deemed to occur instantaneously.

**16. Customer Demand List:**

16.1 The following process shall apply to the submission of Customer Demand Lists by an Access Seeker:

- (a) The Access Provider must permit (but must not require) the Access Seeker to submit Customer Demand Lists on a daily basis;



- (b) The Access Provider must provide an acknowledgement to the Access Seeker of its receipt of each Customer Demand List within one (1) Business Day of such receipt;
- (c) The Access Provider shall inform the Access Seeker, within three (3) Business Days of an Access Seeker's request, whether the premises or exchange service area (or part thereof) is serviceable by the Layer 3 HSBB Network Service;
- (d) If the relevant premises or exchange service area (or part thereof) is not serviceable by the Layer 3 HSBB Network Service, the Access Provider must provide to the Access Seeker information regarding the Access Provider's plan for servicing that premises, including an indicative timeframe for service availability subject to submission of relevant demand forecast by Access Seeker and where information is available;
- (e) The Access Provider must investigate and resolve any issues identified in the Customer Demand List within three (3) Business Days of its receipt (for example, by availing or augmenting any ports identified as being full, or updating its records to correct instances of missing address information);
- (f) The Access Provider must permit the Access Seeker to submit Customer Demand Lists through an interactive self-service portal if requested by an Access Seeker;
- (g) The Access Provider must treat the Customer Demand List as the Confidential Information of the Access Seeker and must not use the Customer demand List for any purpose other than as described in Subsection 16.1(e). For clarity, the Access Provider must not use the Customer Demand List to contact any Customers identified therein or in connection with any of the Access Provider's marketing and promotional activities;
- (h) The Access Provider must permit Access Seekers to make one change per Customer on the Customer Demand List without penalty;
- (i) The Access Provider must not object to, impose any conditions on any party, or take any other steps, that have the effect of delaying or impeding, the request to cancel or amend a Customer Demand List;
- (j) The Access Provider must provide the Access Seeker with all assistance reasonably required by the Access Seeker to facilitate a request to cancel or amend a Customer Demand List; and
- (k) Upon an Access Seeker's request to cancel or amend a Customer Demand List, each Party must ensure that such cancellation is implemented promptly and without delay.

**17. BTU installation appointments**

17.1 Access Seeker shall book an BTU installation appointment within thirty (30) calendar days upon notification of appointment slots being made available in the interactive portal of the Access Provider

**18. Point of Interconnection for HSBB Network Service**

18.1 The Access Provider shall not impose unreasonable requirements to the Access Seeker to establish their POI at each local area or optical line terminal for the purpose of access to the Layer 3 HSBB Network Services provided by the Access Provider. The maximum number of POIs that the Access Provider is allowed to require the Access Seeker to establish for the purpose of access to the Layer 3 HSBB Network Services provided by the Access Provider is two (2) POIs for each Closed Number Area.

**19. Rebates**

19.1 The Access Provider shall comply with the KPIs, SLAs and other deliverables in this Section XV including for Service Activation Timeframe, Service Fulfilment Timeline and Service Assurance Timeline. The Access Provider shall pay to an Access Seeker a compensation amount mutually agreed between the Access Seeker and the Access Provider for the non-compliance of any of the KPIs, SLAs and other deliverables under this **Section IX**.

PART A

SERVICE DESCRIPTION

SECTION X – DOMESTIC INTER-OPERATOR ROAMING SERVICE

1. General

1.1 This Section X of Part A sets out the terms and conditions which are applicable to Domestic Inter-Operator Roaming Service.

2. Scope

2.1 The Domestic Inter-Operator Roaming Service is a service that enables an End User of an Access Seeker to utilise the 4G public cellular network of the Access Provider only, in accordance with the terms and conditions of this Agreement.

2.2 The functionalities of the Domestic Inter-Operator Roaming Service include the ability of the Access Seeker's Customer to initiate and receive voice over LTE (VoLTE) calls and transmit data, only in the roaming coverage area or cluster but are otherwise limited to the services that the Access Provider provides to its own Customers on its 4G public cellular network which supports Any-to-Any Connectivity.

2.3 Due to technical reason, the Domestic Inter-Operator Roaming Service provided by the Access Provider is at the roaming coverage area or **cluster level and not on per site basis**. It shall be only for the use of the Access Seeker's Customers.

2.4 The Domestic Inter-Operator Roaming Service provided by the Access Provider on its 4G public cellular network are the following:

(a) VoLTE

(b) SMS

(c) Data

3. Conditions Precedent:

3.1 The Domestic Inter-Operator Roaming Service provided by the Access Provider to the Access Seeker are subject to the following conditions precedent:

(a) Completion and successful of the Proof of Concept ("POC")

- (b) The POC, technical requirements and technical parameters for the Domestic Inter-Operator Roaming Service provided by the Access Provider are to be determined by the Access Provider
- (c) The Access Seeker is not concurrently been provided with the Domestic Inter-Operator Roaming Service by the other Access Provider for the same roaming coverage area or cluster
- (d) The Access Seeker must have their own core network and spectrum in Malaysia, otherwise the Access Seeker may seek MVNO Access from the Access Provider (instead of the Domestic Inter-Operator Roaming Service).
- (e) There is sufficient capacity in the Access Provider's 4G public cellular network taking into consideration the traffic forecast of the Access Seeker, the other access seekers, and the Access Providers.
- (f) The Domestic Inter-Operator Roaming Service is only for the agreed roaming coverage area or cluster, the Access Seeker to manage their own mobile services provided to their own customers for other areas that are not under the agreed roaming coverage area or cluster.
- (f) The Access Seeker shall agree to the POC cost, network integration and set-up cost, network upgrade cost and other relevant cost that is required by the Access Provider to provide the Domestic Inter-Operator Roaming Services to the Access Seeker.
- (g) Completion of the connectivity from the Access Seeker network to the POI, the network integration between the Access Seeker and the Access Provider, and all the required radio and core parameters configuration planning.

#### 4. Forecasts

4.1 The Access Provider may determine the forecast and forecast format which it requires from an Access Seeker to provide Domestic Inter-Operator Roaming Service including with regard to:

- (a) the network components, Facilities and/or Services to be supplied as part of Domestic Inter-Operator Roaming Services;
- (b) the maximum periods covered by the Forecasts;

- (c) the minimum intervals or units of time used in Forecasts; and
- (d) the maximum frequency of the Forecasts or updates to the Forecasts

#### 4.2 Limitation of Forecasts

An Access Provider must ensure that Forecasts under Subsection 4.1 above are no more onerous than either of:

- (a) what is necessary for the Access Provider to supply Domestic Inter-Operator Roaming Service without adversely affecting the Access Provider's network; and
- (b) the forecasting which the Access Provider provides to itself for network planning and provisioning equivalent services.

4.3 Based on the forecast submitted by the Access Seeker, the Access Provider will feedback on the roaming coverage area or cluster that it would be able to provide the Domestic Inter-Operator Roaming Services, taking into consideration the traffic forecast of the Access Seeker, the other access seekers, and the Access Provider.

4.4 Access Seeker shall ensure that their actual use of the Domestic Inter-Operator Roaming Services does not exceed the forecast submitted to the Access Provider.

4.5 If the actual use of the Domestic Inter-Operator Roaming Services by the Access Seeker exceeds the forecast submitted by the Access Seeker, the Access Provider may throttle the Domestic Inter-Operator Roaming Services level of usage, including by reducing the data transmission speeds.

4.6 Any roaming coverage area or cluster that requires the Access Provider to upgrade its network to fulfil the forecast or the actual usage by the Access Seeker, it should be subjected to the mutually agreed network upgrade cost between the Access Seeker and the Access Provider.

#### 5. Network Setup, Network Integration and Connectivity to Point of Interconnect (POI)

5.1 The Access Seeker shall be responsible to establish the connectivity from the Access Seeker's network to the agreed POI with the Access Provider.

5.2 The Access Seeker shall undertake at its own cost, all necessary action including network conditioning, network configuration and interoperability testing, to ensure the successful interconnection and integration of its network with the Access Provider network at the agreed POI and the interoperation of its network with the Access Provider network to the

extent necessary to enable the Access Provider to provide the Domestic Inter-Operator Roaming Services.

- 5.3 Each Operator shall be responsible for implementing the configuration parameters on its own network.
- 5.4 The Operators shall jointly prepare the mutually agreed connectivity plan, timeline to establish the POI and core network interconnection.
- 5.5 The network interface shall be as specified by the Access Provider.
- 5.6 For the purpose of Domestic Inter-Operator Roaming Service provided by the Access Provider, the POI location is to be determined by the Access Provider.

## 6. Proof of Concept (POC)

- 6.1 The technical requirements, scope, test specification documents and timeline of the POC are to be determined by the Access Provider. The Access Seeker should work together with the Access Provider to complete the following POC phases of testing.

### 6.2 Technical Feasibility Test ("TFT")

- (a) Technical test to ensure the correctness of database configuration, physical interface implementation and inter-working functionality prior network implementation.
- (b) All services and call flows shall be verified during this test including the network/call handover (between the roaming coverage area or cluster, and the non-roaming coverage area or cluster), network/call routing (including for 3<sup>rd</sup> party traffic), billing configuration, etc. as mutually agreed between the Operators.
- (c) Charging and billing verification shall be completed during this test.

### 6.3 Technical Release Test ("TRT")

- (a) Pilot test will be conducted prior to nationwide rollout
- (b) Pilot test is to ensure accurate implementation of Domestic Inter-Operator Roaming Traffic service according to the design
- (c) All supported services shall be tested for proper functionality during this test

- (d) Upon completion of pilot test, both parties shall implement the pilot test configuration for nationwide rollout
- (e) The Access Provider and the Access Seeker shall support with troubleshooting of technical issues arising during nationwide testing period

6.4 The POC shall be completed within 6 months from the start of the POC, unless otherwise mutually agreed by the Operators.

## 7. Minimum Term

7.1 The Access Seeker agrees to subscribe to the Domestic Inter-Operator Roaming Services provided by the Access Provider for the minimum subscription period of three (3) years per Cluster commencing from the Commencement Date ("Domestic Inter-Operator Roaming Minimum Subscription Period").

7.2 Upon the expiry of the Domestic Inter-Operator Roaming Minimum Subscription Period, the term shall be automatically renewed on a yearly basis unless the Access Seeker provides the Access Provider at least six (6) months written notice, prior to the expiry of the relevant term, stating its intention not to renew. For clarity, the six (6) months' notice period shall only commence from the date of acknowledgement by the Access Provider of the said notice.

## 8. Service Order

8.1 The Service Order process shall only commence after completion of the POC and fulfilment of the Condition Precedents.

### 8.2 Acknowledgement of receipt

8.2.1 An Access Provider shall acknowledge receipt of each Order for a Domestic Inter-Operator Roaming Service within one (1) Business Day.

### 8.3 Time for acceptance or rejection

8.3.1 Subject to the maximum number of three (3) roaming area or cluster per month, an Access Provider must notify an Access Seeker that an Order for a Domestic Inter-Operator Roaming Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order; or

- (b) providing the Access Seeker with the result of post-Order Service Qualification, where the Access Provider has undertaken post-Order Service Qualification for that Order.

**8.4 Indicative delivery timeframe and Commencement Date**

- (a) Subject to the Access Seeker’s fulfilment of the Condition Precedents, the indicative delivery timeframe for Domestic Inter-Operator Roaming Services is forty (40) Business Days per Region, subject to the mutually agreed maximum number of roaming coverage areas or clusters per month. For clarification, the indicative delivery timeframe in this subsection commences from the Notice of Acceptance or confirmation of the Order (as applicable)
- (b) The Domestic Inter-Operator Roaming Service shall commence from the date of the roaming coverage areas or clusters are activated by the Access Provider (“Commencement Date”).

**9. Billing**

- 9.1 The Billing Cycle for Domestic Inter-Operator Roaming Services is monthly.
- 9.2 The traffic or data usage measurement for the purpose of charging and billing will be measured at the POI level.

**10. Service fulfilment timeline**

- 10.1 Subject to the Access Seeker’s fulfilment of the Condition Precedents, the Access Provider shall comply with the following service fulfilment timelines for Domestic Inter-Operator Roaming Services:

Parameters	Timelines
New links with new infrastructure	To be mutually agreed between Access Provider and Access Seeker
New links with existing infrastructure	6 months subject to the available capacity
Changes of capacity to existing facilities and services	60 days subject to the available capacity



Activation / Deactivation of roaming coverage areas or clusters (up to 10 roaming coverage areas or clusters)	7 Business Days (subject to maximum number of clusters per month as mutually agreed).
Activation / Deactivation of roaming coverage areas or clusters (more than 10 roaming coverage areas or clusters)	14 Business Days (subject to maximum no of clusters per month as mutually agreed).

**11. Installation, Operation and Maintenance**

- 11.1 The Access Seeker is responsible for the construction, installation, operation and maintenance of its network facilities, core network, equipment etc. from the Access Seeker network up to the POI.
- 11.2 The Access Provider is responsible for the construction, installation, operation and maintenance of its network facilities, core network, equipment, etc. from the Access Provider network up to the POI.

**12. Activation and Deactivation Process**

- 12.1 The Access Provider and the Access Seeker shall establish and mutually agree on the process for activation and deactivation of the roaming coverage area or cluster.
- 12.2 The process may include the following:
  - (a) Activation process to activate new or additional roaming coverage area or cluster
  - (b) Deactivation process to deactivate the existing roaming coverage area or cluster, including the process for Access Seeker to migrate to their own network.

**13. Access Seeker Obligation**

- 13.1 The Access Seeker shall:
  - (a) Ensure that the Domestic Inter-Operator Roaming Service is used solely for the reception and transmission of traffic related to 4G Services only;
  - (b) Comply with all reasonable notices or directions directly relating to, and which are reasonably necessary for, the use of the Domestic Inter-Operator Roaming Service as the Access Provider may issue from time to time

- (c) Be responsible for any traffic transmitted from its End Users through the Domestic Inter-Operator Roaming Service on its Network;
- (d) Report immediately to the Access Provider the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the Domestic Inter-Operator Roaming Service and/or its use where the same would result in a material adverse impact on the Domestic Inter-Operator Roaming Service;
- (e) Not hold the Access Provider responsible for activities relating to the Access Seeker's End Users (including subscription for its service provided by the Access Seeker, barring, suspension and unbarring of phone lines, termination of phone lines and billing and providing Level 1 Support to End Users); and
- (f) Enter into contracts with the Access Seeker's End Users prohibiting acts and omissions by the Access Seeker's End Users that would adversely impact on the Domestic Inter-Operator Roaming Service, and use reasonable endeavours to enforce those contracts

#### **14. Modularity**

- 14.1 Unless otherwise mutually agreed, an Access Provider must provide Domestic Inter-Operator Roaming Services on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for Domestic Inter-Operator Roaming Services to be provided.

#### **15. Equivalence of Inputs**

- 15.1 An Access Provider must provide Domestic Inter-Operator Roaming Services on an Equivalence of Inputs basis (at radio resource only up to the POI) to Access Seekers, as the Access Provider provides to itself.

#### **16. Rebate**

- 16.1 An Access Provider shall discuss and negotiate with the Access Seeker in good faith the provision of a rebate in respect of each Billing Cycle in which the service level availability of any Domestic Inter-Operator Roaming Services provided by the Access Provider does not meet the service level availability mutually agreed between the Access Seeker and the Access Provider.
- 16.2 The amount of any rebate shall, at a minimum, reflect:

- (a) the reduced costs that would have been incurred by the Access Seeker in acquiring the relevant Domestic Inter-Operator Roaming Service with a service level availability equivalent to that provided by the Access Provider; and
  - (b) any other diminution in value (including any rebates paid by the Access Seeker) in the Domestic Inter-Operator Roaming Service provided to the Access Seeker due to the Access Provider's failure to comply with the service level availability as agreed between the Access Provider and the Access Seeker.
  - (c) The maximum cap on the rebate amount offered shall be a sum mutually agreed upon between the Access Provider and Access Seeker.
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## PART B

## CHARGES AND CHARGING PRINCIPLES

## SECTION I – FIXED NETWORK ORIGINATION AND TERMINATION SERVICE

## 1. General

1.1 This Section I of Part B sets out the charges and the charging principles which would be applicable to:

- (a) Fixed Network Origination Service; and
- (b) Fixed Network Termination Service,

unless otherwise expressly stated.

## 2. Charges and Charging Principles

2.1 Fixed Network Origination Service and Fixed Network Termination Services supplied by the Maxis will, where applicable, be subject to the Access Charges listed in **Table A and Table B** below and shall be applied for the carriage of voice Call Communications (including facsimile) only. For the purposes of clarification, all other Fixed Network Origination Service and Fixed Network Termination Service not listed in **Table A and Table B** below are negotiated charges.

TABLE A: CHARGES FOR FIXED NETWORK ORIGINATION SERVICE

Interconnect Chargeable Calls:			
(a) Fixed Network Origination Service			
Type of Charge	Sen per minute, 24-hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
Fixed Network Origination Charge	1.24	1.16	1.03

TABLE B: CHARGES FOR FIXED NETWORK TERMINATION SERVICE

Interconnect Chargeable Calls:			
(b) Fixed Network Termination Service			
Type of Charge	Sen per minute, 24 hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
Fixed Network Termination Charge	1.24	1.16	1.03

2.2 Time Units for Charging

- 2.2.1 The agreed time units for calculating the Access Charges for Fixed Network Origination Service and Fixed Network Termination Service, on a call-by-call basis, for all types of voice Call Communication (including facsimile) are set out in Table C below.

TABLE C: TIME UNIT FOR CALL COMMUNICATIONS

TYPE OF CALL	TIME UNITS FOR CHARGING (On a call-by-call basis)
All calls Involving fixed component	One (1) second or part thereof.

Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in 6 decimal points for RM and 4 decimal points for sen for the purposes of calculating the Access Charges.

- 2.3 The SMS Charges shall be based on Successful SMS Communication, which is more specifically detailed in Table D herein.

TABLE D – FIXED SMS TERMINATION CHARGES

Type of handover	SMS Access Charges (Sen per message)
Mutually agreed handover point	Five (5) sen per message

2.3.1 The following terms will apply for the purpose of interpreting various SMS Communications between the Operators: -

- (a) "Successful SMS Communication" occurs when the originating exchange sends the messages signal to the terminating exchange as follows:-
  - (i) the SMS Communication is sent by the Calling Party and received by the Called Party; and
  - (ii) the originating SMSC receives an acknowledgement signal from the terminating exchange.
- (b) "Unsuccessful SMS Communication" occurs when the terminating exchange does not send an acknowledgement signal to the originating exchange as follows:-
  - (i) the Called Party's mobile phone is not active or is turned off; or
  - (ii) the Called Party's mobile phone is out of range.
  - (iii) the SMS Communication has expired after attempts to send the SMS Communication exceed the level set by the SMSC of the originating Network.
- (c) "Chargeable SMS Communication" refers only to Successful SMS Communication and excludes Unchargeable SMS Communication.
- (d) "Unchargeable SMS Communications" shall refer to all test SMS Communications before commissioning of an SMS POI, Unsuccessful SMS Communications, Multiple SMS Communication and incomplete SMS Communication.

2.4 The MMS Access Charges are specifically detailed in **Table E** below.

**TABLE E: FIXED MMS TERMINATION CHARGES**

Type of Handover	MMS Access Charge
Mutually agreed handover point	Fifteen (15) sen per MMS Communication sent, which may be mutually reviewed from time to time

The Operators agree that an MMS Communication is deemed sent and the Access Charge referred to in **Table E** above is payable when, the MMS Communications which is originated

by the Access Seeker's Customer are routed through its Network and terminates at the Access Provider's Network, regardless of whether the MMS Communications is successfully delivered to the Access Provider's Customer.

## 2.5 Charges and Charging Principles for Freephone 1 800 Service and Toll Free Service

### 2.5.1 Freephone 1 800 Service

#### 2.5.1.1 Fixed Numbers

For calls from an Operator's Fixed Numbers to the Freephone Numbers of the Operator providing the Freephone 1 800 Service:

- (a) where the call is from Operator's Fixed Number, the Operator may charge the other Operator (who is providing the Freephone 1800 Service) the Fixed Network Origination Charge.

The Operator providing the Freephone 1 800 Service shall not charge the other Operator any termination charge for call destined to its Freephone Numbers.

### 2.5.2 Toll Free Services

#### 2.5.2.1 Fixed Numbers

For calls from an Operator's Fixed Numbers to the Toll-Free Numbers of the Operator providing the Toll Free Service:

- (a) where the call is from Operator's Fixed Number, the Operator will:-
  - (i) retain the local call charge levied on its originating Fixed Number; and
  - (ii) charge the other Operator (who is providing the Toll-Free Service) the Fixed Network Origination Charge; and

The Operator providing the Toll-Free Services shall not charge the other Operator any termination charge for calls destined to the Toll Free Number of the Operator providing the Toll Free Service.

2.6 Discounts and Applicable Charges

- 2.6.1 For the purposes of clarity, any discount given by an Operator to its Customers for the use of its services shall be borne by that Operator and shall not in any way result in a decrease in the applicable Charges.

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## PART B

## CHARGES AND CHARGING PRINCIPLES

## SECTION II – MOBILE NETWORK ORIGINATION AND TERMINATION SERVICE

## 1. General

1.1 This **Section II of Part B** sets out the charges and the charging principles which would be applicable to

(i) Mobile Origination Service; and

(ii) Mobile Termination Service,

unless otherwise expressly stated.

## 2. Charges and Charging Principles

2.1 Access services supplied by Maxis, only to the extent necessary, be subject to the Charges listed in **Table A and B** below. For the purposes of clarification, all other services not listed in **Table A and B** below are negotiated charges.

TABLE A: CHARGES FOR MOBILE NETWORK ORIGINATION SERVICE

Interconnect Chargeable Calls: Mobile Network Origination Service			
Type of Charge	Sen per minute, 24 hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
Mobile Network Origination Charge	0.68	0.38	0.07

TABLE B: CHARGES FOR MOBILE NETWORK TERMINATION SERVICE

Interconnect Chargeable Calls: Mobile Network Termination Service			
Type of Charge	Sen per minute, 24 hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
Mobile Network Termination Charge	0.68	0.38	0.07

2.3 Time Units for Charging

- 2.3.1 The time units for calculating the Access Charges, on a call-by-call basis, for Call Communications are set out in Table C below.

TABLE C: TIME UNIT FOR CALL COMMUNICATIONS

TYPE OF CALL	TIME UNITS FOR CHARGING (On a call-by-call basis)
All calls Involving mobile component	One (1) second or part thereof.

Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in 6 decimal points for RM and 4 decimal points for sen for the purposes of calculating the Access Charges.

- 2.4 The SMS Access Charges shall be based on Successful SMS Communication, which is more specifically detailed in Table D herein.

TABLE D - SMS Access Charges

Type of handover	SMS Access Charges (Sen per message)/RM
Mutually agreed handover point	Five (5) sen per message

- 2.4.1 The following terms will apply for the purpose of interpreting various SMS Communications between the Operators:-

- (a) "Successful SMS Communication" occurs when the originating exchange sends the messages signal to the terminating exchange as follows:-
  - (i) the SMS Communication is sent by the Calling Party and received by the Called Party; and
  - (ii) the originating SMSC receives an acknowledgement signal from the terminating exchange.
- (b) "Unsuccessful SMS Communication" occurs when the terminating exchange does not send an acknowledgement signal to the originating exchange as follows:-
  - (i) the Called Party's mobile phone is not active or is turned off; or
  - (ii) the Called Party's mobile phone is out of range.
  - (iii) the SMS Communication has expired after attempts to send the SMS Communication exceed the level set by the SMSC of the originating Network.
- (c) "Chargeable SMS Communication" refers only to Successful SMS Communication and excludes Unchargeable SMS Communication.
- (d) "Unchargeable SMS Communications" shall refer to all test SMS Communications before commissioning of an SMS POI, Unsuccessful SMS Communications, Multiple SMS Communication and incomplete SMS Communication.

2.5 The MMS Access Charges are specifically detailed in **Table E** below.

**TABLE E: MMS Access Charges**

Type of Handover	MMS Access Charge/RM
Mutually agreed handover point	Fifteen (15) sen per MMS Communication sent, which may be mutually reviewed from time to time

The Operators agree that an MMS Communication is deemed sent and the Access Charge referred to in **Table E** above is payable when, the MMS Communications which originates from the Access Seeker's Customer's mobile phone are routed through its Network and terminates at the Access Provider's Network, regardless of whether the MMS Communications is successfully delivered to the Access Provider's Customer mobile phone.

2.7 Charges and Charging Principles for Freephone 1 800 Service and Toll-Free Service

2.7.1 Freephone 1 800 Service

2.7.1.1 Mobile Numbers

- (a) For calls from the other Operator's Mobile Numbers to the Freephone Numbers of the Operator providing the Freephone 1 800 Service, the other Operator may charge Mobile Network Origination Charge to the Operator providing the Freephone 1800 Service.
- (b) For the purpose of clarification, the other Operator will not charge its mobile Customers the retail rates for calls to the Freephone Number of the Operator providing the Freephone 1 800 Service.

The Operator providing the Freephone 1 800 Service shall not charge the other Operator any termination charge for call destined to its Freephone Numbers.

2.7.2 Toll Free Services

2.7.2.1 Mobile Numbers

- (a) For calls from the other Operator's Mobile Numbers to Toll Free Numbers of the Operator providing the Toll Free Service, the other Operator may charge Mobile Network Origination Charge to the Operator providing the Toll Free Service.
- (b) For the purpose of clarification, the other Operator may charge its mobile Customers the local retail rates for directly dialled calls for calls to Toll Free Number of the Operator providing the Toll-Free Service.

The Operator providing the Toll-Free Services shall not charge the other Operator any termination charge for calls destined to the Toll Free Number of the Operator providing the Toll Free Service.

2.8 Discounts and Applicable Charges

- 2.8.1 For the purposes of clarity, any discount given by an Operator to its Customers for the use of its services shall be borne by that Operator and shall not in any way result in a decrease in the applicable Access Charges.

## PART B

### CHARGES AND CHARGING PRINCIPLES

#### SECTION III – INTERCONNECT LINK SERVICES

##### 1. General

1.1 This Section III of part B sets out the charges and the charging principles which would be applicable to Interconnect Link Service.

##### 2. Charges and Charging Principles

2.1 Interconnection Link Services supplied by Maxis shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B, Table C and Table D in Appendix 1 to this Section III.

2.2 The Access Seeker may lease any or all of the Interconnect Link Services referred to in Appendix 1 to this Section III from the Access Provider for duration of one (1) year. The Charges, referred to in Appendix 1 to this Section III, shall be the rental chargeable for a year or part thereof. Where an Interconnect Link Service is commissioned in a particular year (e.g. 2023) and continues through to the following calendar year (e.g. 2024), the Access Charges set out in Table B or Table C in Appendix 1 to this Section III (as applicable) for that contract period, shall be apportioned and calculated based on the stipulated Access Charges applicable to the relevant calendar year.

2.3 The Access Seeker will not be entitled to terminate any of the lease agreements in respect of any Interconnect Link Services referred to in Paragraph 2.2 above in the first year. If the Access Seeker terminates the lease agreement in the first year, the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of use. After the first year, the Access Seeker may terminate the lease agreement by providing the Access Provider three (3) months prior written notice. Any advance payment for the unutilized portion of the lease agreement will be refunded on a pro-rated basis. Upon expiry, the lease agreement will be automatically renewed for the same duration unless either Operator gives a written notice to the Other Operator, three (3) months prior to the expiry of the agreement, stating its intention not to renew the agreement.

##### 3. Payment Terms

3.1 The payment terms for Interconnect Link Services shall be quarterly in advance.

3.2 The Access Seeker shall pay the Access Provider the one (1) year minimum charge irrespective of use for the first year.

- 3.3 The contract period for the lease agreement shall commence from the date of commissioning of the respective Interconnect Link circuit.
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## APPENDIX 1 TO SECTION III

## CHARGES FOR INTERCONNECT LINK SERVICES

TABLE A: FULL SPAN INTERCONNECTION – ONE TIME CHARGES

For Peninsular and East Malaysia	Ringgit Malaysia per link		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
Installation (non-recurring charge)	6,571	6,768	6,971

TABLE B: FULL SPAN INTERCONNECTION – RECURRING CHARGES

Within Peninsular Malaysia and within Sabah and Sarawak	Ringgit Malaysia per month		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
100 Mbps	1,508	1,122	735
200 Mbps	2,033	1,460	888
500 Mbps	3,606	2,476	1,345
750 Mbps	4,917	3,321	1,726
1 Gbps	6,561	4,663	2,765
3 Gbps	17,669	11,741	5,813
5 Gbps	28,383	18,622	8,861
6 Gbps	33,977	22,181	10,385
7 Gbps	39,571	25,740	11,909
8 Gbps	45,165	29,299	13,433
9 Gbps	50,759	32,858	14,957
10 Gbps	56,353	36,417	16,482

TABLE C: IN-SPAN INTERCONNECTION CHARGES

For Peninsular and East Malaysia	Ringgit Malaysia per month		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new MSAP Determination takes effect
For each pair of fibre cable: Link employing a fibre cable (per km)	52.60	49.90	47.40
Installation (non-recurring charge)	2,327	2,397	2,469
Other Testing and Other Resource Charges	To be agreed between Operators on a case-by-case basis		

TABLE D: IP INTERCONNECTION CHARGES

For IP Interconnection, the Charges are to be mutually agreed between Maxis and the Access Seeker on a case-by-case basis.



## PART B

### CHARGES AND CHARGING PRINCIPLES

#### SECTION IV – NETWORK CO-LOCATION SERVICE

##### 1. General

1.1 This **Section IV of Part B** sets out the charges and the charging principles which would be applicable to Network Co-location Service unless otherwise expressly stated.

##### 2. Charges and Charging Principles

###### 2.1 Rental and Other Charges by the Access Provider

(a) Network Co-Location Service supplied by the Access Provider shall be subject to the Charges listed in **Appendix 1** to this **Section IV**. Where a Network Co-Location Service is commissioned in a particular year (e.g. 2023) and continues through to the following calendar year (e.g. 2024), the Charges set out in Appendix I to Section V for that particular contract period, shall be apportioned and calculated based on the stipulated Charges applicable to the relevant calendar year or part thereof.

(b) In the event that there is an increase in the utility tariff / rates after the Effective Date of this Maxis RAO, the Access Provider reserves the right to revise the utility charges by giving three (3) months written notice to the Access Seeker reflecting the actual increase in the utility tariff/rates. For the avoidance of doubt, the revised utility charges shall also be applicable to any contract for the Designated Site that exist or is still subsisting at the time of the revision of the utility charges. The revised utility charges shall take effect at the expiry of the three (3) months written notice.

(c) Rental charges for a particular Designated site shall be fixed for the contract period. In the event that the Access Seeker wishes to renew the contract, the Access Provider reserves the right to revise the rental charges for the subsequent contract period by giving three (3) months' prior written notice of such change in the rental charges to the Access Seeker.

###### 2.2 Mode of Payment

2.2.1 The Access Seeker shall pay to the Access Provider the recurring charges stated in **Condition 2.1** above for Network Co-Location at the Access Provider's Designated Site as follows:

- (a) For the first year, the first year's charges shall be paid in advance on the Commencement Date; and
  - (b) For subsequent years, a quarterly advance shall be paid to the Access Provider.
- 2.2.2 The Access Seeker shall pay to the Access Provider for the one-time charges stated in **Condition 2.1** above within thirty (30) days from the date of receipt of the invoice.
- 2.2.3 The Access Seeker agrees to pay the Access Provider the recurring charges for the whole three (3) year period irrespective of use of the Co-Located Space as the Access Seeker has committed to the minimum period of three (3) years (or such lesser period specified by the Access Provider, where the Access Provider lease or tenancy is less than three (3) years). The minimum three (3) year commitment period shall apply to every renewal of the Co-Located Space unless otherwise agreed between the Operators.
- 2.2.4 The demand or acceptance of any payment by the Access Provider after default or breach by the Access Seeker does not prejudice the exercise by the Access Provider of the powers conferred upon the Access Provider under this Maxis RAO and/or under law nor does it constitute an election by the Access Provider to exercise or not to exercise any of the rights, powers or privileges under this Maxis RAO and/or under law.
- 2.2.5 All utility charges shall be paid quarterly in advance.
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## APPENDIX 1 TO SECTION IV

## CHARGES FOR NETWORK CO-LOCATION SERVICE

- 1.1 Network Co-Location Service supplied by the Access Provider shall, only to the extent necessary, will be subject to the Network Co-Location Service Charges listed in **Table A** and **Table B** below. For the purposes of clarification, all other Physical Co-Location Service charges not listed in **Table A** and **Table B** below are negotiated charges.

Table A: One Time Charges

Type of Charge	Location Category	Charge (RM)
Site Survey	Applicable to all location	As per quotation
Site Preparation Work	Applicable to all location	As per quotation
Relocation & Termination	Applicable to all location	As per quotation

Table B: Recurring Charges

Type of Charge	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until further review by Maxis
Co-location of one square meter in technical building (RM/Year)	To be mutually agreed on case-by-case basis		

- 1.3 Floor space charges are inclusive of the following services:
- (a) Site maintenance and housekeeping;
  - (b) Physical access;
  - (c) Site security;
  - (d) Utilities (lighting & water);
  - (e) Engineering services such as maintenance of power distribution board, generator set, lift, air conditioning, fire suppression system, etc.; and

(f) Routine maintenance of hill road (for hill station only)

1.4 Where the Access Seeker is also sharing power supply with the Access Provider from the same meter the following charges will apply:

Type of Charge	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until further review by Maxis
kWh of electricity consumed by co-located equipment (RM/kWh)	To be mutually agreed on case-by-case basis		

**Note:**

The electricity charges stipulated in the Table above shall be inclusive of maintenance services of the Access Provider's electrical system.

PART B

CHARGES AND CHARGING PRINCIPLES

SECTION V – INFRASTRUCTURE SHARING

1. General

1.1 Section V of Part B sets out the charges and the charging principles which would be applicable to Infrastructure Sharing.

2. Charges and Charging Principles

2.1 Rental and Other Charges

(a) The Infrastructure Sharing supplied by the Access Provider shall be subject to the Charges listed in **Appendix 1** to this **Section V of Part B**.

(b) Rental charges for a particular Designated Tower or Associated Tower Site shall be fixed for the contract period. In the event that the Access Seeker wishes to renew the contract, the Access Provider reserves the right to revise the rental charges for the subsequent contract period by giving three (3) months' prior written notice of such change in the rental charges to the Access Seeker.

(c) In the event that there is an increase in the utility tariff / rates after the Effective Date of this Maxis RAO, the Access Provider reserves the right to revise the utility charges by giving three (3) months written notice to the Access Seeker reflecting the actual increase in the utility tariff/rates. For the avoidance of doubt, the revised utility charges shall also be applicable to any contract for the Designated Tower or Associated Tower Sites that exist or is still subsisting at the time of the revision of the utility charges. The revised utility charges shall take effect at the expiry of the three (3) months written notice.

2.2 Mode of Payment

2.2.1 The Access Seeker shall pay to the Access Provider the recurring charges rental stated in **Condition 2.1** above ("**Rental**") for physically sharing the infrastructure at the Access Provider's Designated Tower or Associated Tower Sites as follows:

(a) For the first year, the first year's Rental charges shall be paid in advance on the Commencement Date; and

- (b) For subsequent years, a quarterly advance shall be paid to the Access Provider
- 2.2.2 The Access Seeker shall pay to the Access Provider the one-time charges stated in **Condition 2.1** above within thirty (30) days from the date of receipt of the invoice.
- 2.2.3 The Access Seeker agrees to pay the Access Provider the Rental recurring charges for the whole three (3) year period irrespective of use of the Shared Space as the Access Seeker has committed to the minimum period of three (3) years (or such lesser period specified by the Access Provider, where the Access Provider lease or tenancy is less than three (3) years). This minimum three (3) year commitment period shall apply to every renewal of the Shared Space unless otherwise agreed between the Operators.
- 2.2.4 The demand or acceptance of Rental and any other payment by the Access Provider after default or breach by the Access Seeker does not prejudice the exercise by the Access Provider of the powers conferred upon the Access Provider in this Maxis RAO and/or under law nor does it constitute an election by the Access Provider to exercise or not to exercise any of the rights, powers or privileges under this Maxis RAO and/or under law.
- 2.2.5 All utility shall be paid quarterly in advance.
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## APPENDIX 1 TO SECTION V

## CHARGES FOR INFRASTRUCTURE SHARING

- 1.1 Infrastructure Sharing provided by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in **Table A** and **Table B** below. For the purposes of clarification, all the other Infrastructure Sharing Services not listed in **Table A** and **Table B** below are negotiated charges.

Table A: One Time Charges

Type of Charges	Location Category	Charge (RM)
Site Survey	Peninsular	RM 1,000
	Island/Highland	RM 1,500
	Sabah Zone A	RM 2,000
	Sabah Zone B	RM 2,500
	Sabah Zone C	RM 3,000
	Sabah Zone D	RM 3,500
	Sarawak Zone A	RM 2,000
	Sarawak Zone B	RM 2,500
	Sarawak Zone C	RM 3,000
	Sarawak Zone D	RM 3,500
Site Preparation Work	Applicable to all location	To be undertaken by the Access Seeker
Site Supervision Work	Applicable to all location	Generally not required. If required by the Access Provider due to safety and/or security reasons, a fee at a mutually agreed price will be imposed.

Table B: Recurring Charges

## Peninsular Malaysia

TOWER HEIGHT (Feet)	PENINSULAR (RM) Per Month	ISLAND/HIGHLAND (RM) Per Month
150	4,223	4,856
200	5,837	6,713
250	6,210	7,142
300	7,935	9,125
350	10,005	11,506
400	11,385	13,093

## Sabah

TOWER HEIGHT (Feet)	ZONE A (RM) Per Month	ZONE B (RM) Per Month	ZONE C (RM) Per Month	ZONE D (RM) Per Month
150	4,856	5,067	5,279	5,490
200	6,713	7,005	7,297	7,589
250	7,142	7,452	7,763	8,073
300	9,124	9,522	9,919	10,316
350	11,506	12,006	12,506	13,007
400	13,093	13,662	14,231	14,801



## Sarawak

TOWER HEIGHT (Feet)	ZONE A (RM) Per Month	ZONE B (RM) Per Month	ZONE C (RM) Per Month	ZONE D (RM) Per Month
150	4,856	5,067	5,279	5,490
200	6,713	7,005	7,297	7,589
250	7,142	7,452	7,763	8,073
300	9,124	9,522	9,919	10,316
350	11,506	12,006	12,506	13,007
400	13,093	13,662	14,231	14,801

1.2 Site Survey

- 1.2.1 Site survey is to be done for each site requested by the Access Seeker for the purpose of determining the suitability of the site upon Access Provider's confirmation of space availability. The Access Seeker's personnel and/or appointed contractor is to perform the survey together with the Access Provider at a mutually agreed date and time. The Operators shall assign personnel who are knowledgeable of the site facilities and plan.
- 1.2.2 The same site survey charge will apply for each visit requested by the Access Seeker if more than one visit is required before determination of suitability
- 1.2.3 Site Survey is to be performed and completed during office hours only between 8:30 a.m. to 5:30 p.m. However for location where access is difficult, the charge imposed already takes into consideration the necessary travel time and overnight stay
- 1.2.4 All costs incurred by the Access Seeker's personnel and/or contractor in performing the site survey is to be borne by the Access Seeker.

1.3 East Malaysia Zoning Category**Sabah**

LOCATION	ZONE
Kota Kinabalu City Towns of Papar, Labuan, Beaufort	A
Towns of Keningau, Kudat, Lahad Datu, Sandakan, Ranau Division of:- - Pantai Barat - Pendalaman - Kudat	B
Towns of Tawau, Semporna, Kunak Division of Sandakan	C
Others	D

**Note:** The rates are applicable to sites located within 25km radius of the city/towns mentioned.

**Sarawak**

LOCATION	ZONE
Kuching, Sri Aman	A
Towns of Bintulu, Miri, Sarikei, Sibul Division of:- - Kuching - Samarahan.	B
Division of:- - Sri Aman - Sarikei - Sibul	C
Others	D

**Note:** The rates are applicable to sites located within 25km radius of the city/towns mentioned.

1.4 Mobilisation work

1.4.1 Mobilisation works shall be performed by the Access Seeker and shall be done in accordance to the agreed technical specification document (“**Technical Proposal**”) generated by the Access Seeker and agreed by the Access Provider prior to such mobilisation. The Technical Proposal to be utilised shall be in a format as agreed to by both Operator.

1.5 Tower charges

1.5.1 Tower charges are inclusive of the following services:

- (a) Land utilisation for cabin and cable gantry;
- (b) Site maintenance and housekeeping;
- (c) Tower maintenance;
- (d) Physical access to site;
- (e) Existing site security measures such as guards for manned station and fencing and pad lock for unmanned station;
- (f) Routine Maintenance of access roads; and
- (g) Other costs such as tower permit and quit rent.

The rental is inclusive of maximum of 3 antennae and 1 microwave dishes, or an equivalent configuration in terms of loading capacity of the Access Provider’s Designated Tower or Associated Tower Sites as requested and approved in the Technical Proposal. The antennae length shall not exceed 7 feet in length and the microwave dish not to exceed 4 feet in diameter.

1.6 Utilities (Power)

1.6.1 The Access Seeker shall be responsible for providing its own electricity supply. Such power supply shall be obtained from Tenaga Nasional Berhad or any available power utility companies.

1.6.2 In the absence of Tenaga Nasional Berhad or a power utility company within the Site, the Access Seeker may provide its own generator set. Utilisation of land space for this purpose shall be subject to the terms and conditions as per **Part B, Section V** of this Maxis RAO.

- 1.6.3 The Access Seeker shall pay and discharge all charges for the supply and utilisation of electricity by the Access Seeker. Utilisation shall be as indicated by separate meters on the Infrastructure. The Access Seeker shall also at their own expense apply to the relevant authorities for any upgrading of power supply.
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PART B

CHARGES AND CHARGING PRINCIPLES

SECTION VI – DUCT AND MANHOLE ACCESS

1. General

1.1 This Section VI of Part B sets out the charges and the charging principles which would be applicable to Duct and Manhole Access.

2. Charges and Charging Principles

2.1 Rental and Other Charges

(a) The Duct and Manhole Access supplied by the Access Provider shall be subject to the Charges listed in **Table A** below. For the purpose of clarification, all the other Duct and Manhole Access not listed in **Table A** below (e.g., repairing, force majeure, etc.) are to be mutually agreed between the Access Provider and the Access Seeker.

(b) Charges for a particular Duct and Manhole Access shall be fixed for the contract period. In the event that the Access Seeker wishes to renew the contract, the Access Provider reserves the right to revise the rental charges for the subsequent contract period by giving three (3) months' prior written notice of such change in the Charges to the Access Seeker.

2.2 Mode of Payment

2.2.1 The Access Seeker shall pay to the Access Provider the recurring charges rental stated in **Condition 2.1** above ("Rental") for Duct and Manhole Access as follows:

(a) For the first year, the first year's Rental charges shall be paid in advance on the Commencement Date; and

(b) For subsequent years, a monthly advance shall be paid to the Access Provider

2.2.2 The Access Seeker shall pay to the Access Provider the one-time charges stated in **Condition 2.1** above within thirty (30) days from the date of receipt of the invoice.

2.2.3 The Access Seeker agrees to pay the Access Provider the Rental recurring charges for the whole three (3) year period irrespective of use of the Ducts and Manhole Access as the Access Seeker has committed to the minimum period of three (3) years, or such lesser

period specified by the Access Provider. This minimum three (3) year commitment period shall apply to every renewal of the Duct and Manhole Access unless otherwise agreed between the Operators.

- 2.2.4 The demand or acceptance of Rental and any other payment by the Access Provider after default or breach by the Access Seeker does not prejudice the exercise by the Access Provider of the powers conferred upon the Access Provider in this Maxis RAO and/or under law nor does it constitute an election by the Access Provider to exercise or not to exercise any of the rights, powers or privileges under this Maxis RAO and/or under law.

**Table A: Duct and Manhole Access Charges**

**One Time Charges**

Type of Charges	Location Category	Charge per day
Site Survey	Peninsular	RM 1,000
	Island	RM 1,500
	Sabah Zone A	RM 2,000
	Sabah Zone B	RM 2,500
	Sabah Zone C	RM 3,000
	Sabah Zone D	RM 3,500
	Sarawak Zone A	RM 2,000
	Sarawak Zone B	RM 2,500
	Sarawak Zone C	RM 3,000
	Sarawak Zone D	RM 3,500
Site Preparation Work	Applicable to all location	To be undertaken by Access Seeker
Site Supervision Work	Applicable to all location	Generally not required. If required by Access Provider due to safety and/or security reasons, a fee at a mutually agreed price will be imposed.

## Recurring Charges

Type of Charge	Ringgit Malaysia per km per month		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until further review by Maxis
25% of Lead-in Ducts and Manholes	121.53	123.87	126.27
25% of Mainline Ducts and Manholes	140.46	143.18	145.96
25% of Inter-exchange Ducts and Manholes	245.50	250.41	255.42

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PART B

CHARGES AND CHARGING PRINCIPLES

SECTION VII – END TO END TRANSMISSION SERVICE

1. General

1.1 This Section VII of Part B sets out the charges and charging principles which would be applicable to the End-to-End Transmission Service.

2. Charges and Charging Principles

2.1 End-to-End Transmission Services supplied by the Access Provider shall, only to the extent necessary, be subject to the Charges listed in **Appendix I to Section VII**.

2.2 The Access Seeker will not be entitled to terminate any of the lease agreements in respect of any End-to-End Transmission Service in the first year. If the Access Seeker terminates the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of use. After the first year, the Access Seeker may terminate the lease agreement by providing the Access Provider three (3) months prior written notice. Any advance payment for the utilised portion of the lease agreement will be refunded on a pro-rated basis. Upon expiry, the lease agreement will be automatically renewed for the same duration unless either Operator gives a written notice to the other Operator, three (3) months prior to the expiry of the agreement, stating its intention not to renew the agreement.

3. Access Provider's Payment Terms

3.1 The payment terms for End-to-End Transmission Service is as follows:

- (a) for the first year, one (1) year in advance; and
- (b) for subsequent years, quarterly in advance.

3.2 The contract period for the lease agreement shall commence from the date of commissioning of the respective End-to-End Transmission Service circuit.



## APPENDIX 1 TO SECTION XIII

## Charges for End-to-End Transmission Service

Table A: One Time Charges

Within Peninsular Malaysia	2023	2024	2025
Installation (non-recurring charge)	6,571	6,768	6,971

Table B: Recurring Charges

Within Peninsular Malaysia	Ringgit Malaysia per month		
	2023	2024	2025
100 Mbps	1,508	1,122	735
200 Mbps	2,033	1,460	888
500 Mbps	3,606	2,476	1,345
750 Mbps	4,917	3,321	1,726
1 Gbps	6,561	4,663	2,765
3 Gbps	17,669	11,741	5,813
5 Gbps	28,283	18,622	8,861
6 Gbps	33,977	22,181	10,385
7 Gbps	39,571	25,740	11,909
8 Gbps	45,165	29,299	13,433
9 Gbps	50,759	32,858	14,957
10 Gbps	56,353	36,417	16,482

The End-to-End Transmission Service Recurring Charges provided by Maxis above is based on the following:

- a) 1+0 access network
- b) 1+1 core network
- c) Maxis on-net location only, subject to availability of existing capacity.
- d) Any charges other than stated in the Table above are to be commercially agreed between Access Provider and Access Seeker.

## PART B

## CHARGES AND CHARGING PRINCIPLES

## SECTION VIII – MVNO ACCESS

## 1. General

1.1 This Section VIII of Part B sets out the charges and charging principles which would be applicable to the MVNO Access.

## 2. Charges and Charging Principles

2.1 The MVNO Access services supplied by the Access Provider, only to the extent necessary, be subject to the Charges listed in Table A and B below. For the purposes of clarification, all other MVNO Access services not listed in Table A and B below are negotiated charges.

Table A: One-time Charges

No	Description	Charges (RM)
1	Proof of Concept	To be agreed on case-by-case basis
2	POI, Network Set-up and Integration	To be agreed on case-by-case basis
3	Network Upgrade	To be agreed on case-by-case basis

Table B: Maxis MVNO Recurring Charges

Service Type	Rates
<b>Voice (Domestic – sen/minute)</b>	
On- net	8.8
Off-net	12
<b>SMS (Domestic – sen/SMS)</b>	
On-net	4.8
Off-net	8
<b>Data package (RM/Gb)</b>	5

## PART B

## CHARGES AND CHARGING PRINCIPLES

## SECTION IX – HSBB NETWORK SERVICES

## 1. General

1.1 This Section IX of Part B sets out the charges and charging principles which would be applicable to the Layer 3 HSBB Network Services.

## 2. Charges and Charging Principles

2.1 The Layer 3 HSBB Network Service for Residential Internet, Best Efforts Connection supplied by Maxis shall be subjected to the Charges listed in Table A and Table B below:

2.2 For the purposes of clarification, all the other Layer 3 HSBB Network Service not listed in Table A and Table B below are negotiated charges.

Table A: One-time Charges

One-time charges	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until 31 December 2025
Broadband termination unit port installation charge	437	450	463
Service gateway installation charge	638	658	677
Network set-up and integration charge	To be mutually agree on case-by-case basis		
Proof of concept charge	To be mutually agree on case-by-case basis		
Wholesale portal charge	To be mutually agree on case-by-case basis		

Table B: Recurring Charges

	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until 31 December 2025
Broadband termination unit port (RM per port per month)	45	45	45
Layer 3 service gateway for Residential Internet, Best Effort Connection only (RM per month):			
100 Mbps	254.64	217.56	186.21
250 Mbps	636.59	544.12	465.52
500 Mbps	1,273.18	1,088.24	931.04
600 Mbps	1,527.82	1,305.89	1,117.24
700 Mbps	1,782.46	1,523.53	1,303.45
800 Mbps	2,037.10	1,741.18	1,489.66
1 Gbps	2,546.37	2,176.48	1,862.07
2 Gbps	5,092.74	4,352.95	3,724.15
3 Gbps	7,639.11	6,529.43	5,586.22
5 Gbps	12,731.85	10,882.38	9,310.37
10 Gbps	25,463.69	21,764.76	18,620.74
20 Gbps	50,927.39	43,529.53	37,241.48
50 Gbps	127,318.47	108,823.82	93,103.71
100 Gbps	254,636.95	217,647.64	186,207.41
200 Gbps	509,273.90	435,295.29	372,414.83
500 Gbps	1,273,184.74	1,088,238.21	931,037.06

PART B

CHARGES AND CHARGING PRINCIPLE

SECTION X – DOMESTIC INTER-OPERATOR ROAMING SERVICE

1. General

1.1 This **Section X** of Part B sets out the charges and the charging principles which would be applicable to Domestic Inter-Operator Roaming Service

2. Charges and Charging Principles

2.1 The Charges for Domestic Inter-Operator Roaming Service offered by the Access Provider which is based on the service description set out in **Part A** of this **Section X** are set out in **Appendix 1** and shall be valid until 31 December 2025.

2.2 The Operators to discuss the charges to be determined by the Access Provider from 1 January 2026 onwards, six (6) months prior to the end of 2025.

2.3 Other charges or Domestic Inter-Operator Roaming Service that are not specified in this **Section X** including the transmission to connect from the Access Seeker's network to the POI, are to be mutually agreed between the Access Provider and the Access Seeker.

## APPENDIX 1 TO SECTION X

## CHARGES FOR DOMESTIC INTER-OPERATOR ROAMING SERVICE

## One Time Charge

No	Description	Charges (RM)
1	Proof of Concept	To be mutually agreed on case-by-case basis
2	POI, Network Set-up, and Integration	To be mutually agreed on case-by-case basis
3	Network Upgrade	To be mutually agreed on case-by-case basis

## Recurring Charge

Service	Unit	2023	2024	2025
4G data service only	RM per GB per month	1.59	1.60	1.68
Network Upgrade	To be mutually agreed on case-by-case basis			

All the other charges and services (including 2G, VoLTE, SMS, payment to third-party) that are not included in this **Appendix 1 to Section X** are to be negotiated and mutually agree between the Access Provider and the Access Seeker.