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FIBERAIL'S REFERENCE ACCESS OFFER ("RAO")

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FIBERAIL'S REFERENCE ACCESS OFFER ("RAO")

CHAPTER 1 – Introduction, Background and Scope

1.1 Preliminary

- 1.1.1 This Access Reference is made by Fiberail Sdn. Bhd. (Company No: 198901013420 (190730-W)), a company incorporated under the laws of Malaysia and having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur ("Fiberail") on **30th June 2017** pursuant to **Section 5.3.3** of the Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016, which came into effect on 1st January 2017 ("MSA Determinations").
- 1.1.2 Pursuant to Commission Determination on the Access List, Determination No. 2 of 2015 which came into effect 1st September 2015 and pursuant to Section 5.3.3 of the MSA Determination, Fiberail is pleased to prepare and maintain a Reference Access Offer ("RAO") in relation to network facilities or network services on the Access List Determination which Fiberail provides to itself or third parties and which:
- (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
 - (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.1.3 This RAO is set out as follows:
- (a) Main Text of which consist of 5 Chapters; and
 - (b) Schedules, Annexure and relevant Appendixes.

1.2 Legislative Background

- 1.2.1 Following the issuance of the Ministerial Direction on Access Pricing, Direction No. 1 of 2005 and Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2017) and in exercise of the powers conferred by Sections 55, 56, 104(2) and 106 of the Act, the Malaysian Communications and Multimedia Commission ("Commission") issued the MSA Determination which came into operation on 1 January 2018.
- 1.2.2 MSA Determination Obligations
- 1.2.3 The MSA Determination deals with access to network facilities and network services listed in the Access List Determination and sets out obligations that apply to Operators concerning various access issues which include:
- (a) Disclosure obligation (Section 5.3 of the MSA Determination);
 - (b) Negotiation obligations (Section 5.4 of the MSA Determination);
 - (c) Content obligation (Section 5.5 to 5.16 of the MSA Determination); and
 - (d) Service Specific obligation (Section 6 of the MSA Determination).
- 1.2.4 Disclosure Obligations
- Pursuant to the Disclosure Obligations in Section 5.3 of the MSA Determination, Fiberail is required to:
- (a) prepare and maintain a RAO;

- (b) make the RAO available;
- (c) follow prescribed procedures after acceptance of the RAO; and
- (d) follow prescribed procedures for any amendment of the RAO.

1.2.5 The role of Standard Access Obligations

- 1.2.5.1 Pursuant to Sections 55 and 145 of the Act, the Commission may determine the list of network facilities and network services, which may be listed in the access list. Accordingly, the Commission has issued the Access List Determination. Pursuant to Section 149 of the Act, an Access Provider is required to comply with the standard access obligations in providing the network facilities and network services that are listed in the Access List Determination.
- 1.2.5.2 The standard access obligations facilitate the provision of access to the network facilities and network services listed in the Access List Determination by Access Seekers in order that Access Providers can provide network facilities, network services, and other facilities and/or services which facilitate the provision of network services or applications services, including content applications services.
- 1.2.5.3 Section 149 of the Act specifies the terms and conditions upon which the Access Provider must comply with the standard access obligations. Section 149(2) provides that the access provided by the Access Provider shall be:
 - (a) of at least the same or more favourable technical standard and quality as the technical standard and quality on the Access Provider's network facilities or network services; and
 - (b) on an equitable and non-discriminatory basis.
- 1.2.5.4 The paraphrasing of any statutory provisions in this Fiberail's RAO does not amount to any party agreeing to waive any of their rights under the paraphrased provisions and those statutory provisions continue to apply in full.

1.3 **Scope of Fiberail's RAO**

- 1.3.1 Fiberail is a licensed individual network facilities and network services provider under the Act. Pursuant to these licences, Fiberail may offer network facilities and network services within the railway corridor of Malaysia and any adjacent area.
- 1.3.2 Pursuant to Section 5.3.3 of the MSA Determination, Fiberail is obliged to prepare and maintain a RAO in relation to network facilities or network services on the Access List Determination which Fiberail provides to itself or third parties.
- 1.3.3 Fiberail's RAO:
 - (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
 - (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.3.4 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to Fiberail's RAO.

- 1.3.5 Fiberail considers Fiberail's RAO to be consistent with:
- (a) the standard access obligations stipulated under Section 5 of the MSA Determination and Section 149 of the Act; and
 - (b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.
- 1.3.6 For the purposes of clarification, the terms and conditions of Fiberail's RAO is applicable to the Facilities or Services and which is relevant to the provisioning of facilities and services within Fiberail's licenses only. If the Access Seeker requests network facilities or network services outside Fiberail's RAO, the terms and conditions for the provision of such network facilities or network services shall remain outside the scope of Fiberail's RAO.
- 1.3.7 If an Access Seeker requests Fiberail to provide it with Facilities or Services other than on the terms and conditions contained in Fiberail's RAO, Fiberail and the Access Seeker will:
- (a) negotiate in good faith in relation to such terms and conditions; and
 - (b) enter into and conduct negotiations in a timely manner.
- 1.3.8 Fiberail's RAO contains terms and conditions for the following facilities and services:-
- (a) Transmission Services;
 - Trunk Transmission Services
 - End to End Transmission Servicesand
 - (b) Infrastructure Sharing.

1.4 Additional Services

- 1.4.1 In addition, the Operators are free to consider Fiberail's RAO when negotiating the terms and conditions for the supply of other network facilities or network services that are not listed in the Access List Determination.

1.5 Effective Date of Fiberail's RAO

1.5.1 Commencement and Duration of Fiberail's RAO

- 1.5.1.1 Fiberail's RAO comes into force and takes effect immediately from the date referred to in **Section 1.1** and continues until the earlier to occur of:

- (a) a Review; or
- (b) the withdrawal of Fiberail's RAO in accordance with the terms of Fiberail's RAO.

- 1.5.1.2 Fiberail's RAO has no effect on contractual arrangements for the supply of Facilities and Services by Fiberail to an Access Seeker prior to the Commencement Date unless such contractual arrangement is subsequently renegotiated and agreed between the Operators.

1.5.2 Amendment to Fiberail's RAO

1.5.2.1 Fiberail shall, no less than twenty (20) Business Days of making any amendment to Fiberail's RAO, provide a copy of the amendments, or an amended copy of Fiberail's RAO to:

- (a) the Access Seeker who is being provided with access to Facilities and/or Services under the existing RAO; and
- (b) the Access Seeker who has requested access to facilities and/or services under the existing 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 the Access Request.

1.5.3 Notice of Withdrawal, Replacement and Variation of Fiberail's RAO

1.5.3.1 If subject to Section 56 of the Act, the Commission revokes, varies or replaces the Access List Determination relating to the Facilities or Services, Fiberail may, by giving written notice to all Access Seekers to whom it is supplying Facilities or Services under Fiberail's RAO, withdraw or replace Fiberail's RAO with effect from a date no earlier than the effective date of the Commission's revocation.

1.5.3.2 Fiberail shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it withdraws or varies Fiberail's RAO pursuant to Section 1.5.3.1.

1.5.3.3 In addition to Section 1.5.3.2 above, Fiberail may give the Access Seekers to whom it is supplying Facilities and Services under Fiberail's RAO a notice of a variation or replacement of Fiberail's 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 Fiberail under Fiberail's RAO; or
- (b) the occurrence of a Regulatory Event that relates to Fiberail; or
- (c) a review by the Commission of the MSA Determination pursuant to SubSection 7.5 of the MSA Determination.

1.5.3.4 Notwithstanding Sections 1.5.3.1, 1.5.3.2 and 1.5.3.3 above, Fiberail may subject to Section 1.5.2 above, replace Fiberail's RAO at any time.

1.5.4 Availability

1.5.4.1 Subject to Section 1.5.4.2, Fiberail's RAO shall be made available to an Access Seeker:

- (a) on written request, at Fiberail's principal place of business; and
- (b) on a publicly assessable website.

1.5.4.2 Prior to the provision of Fiberail's RAO to the Access Seeker, the Access Seeker shall be required to enter into a confidentiality agreement with the Access Provider.

CHAPTER 2 – Interpretation

2.1 The following words have these meanings in this Fiberail RAO unless the contrary intention appears:-

“**Act**” means the Communications and Multimedia Act 1998.

“**Access Agreement**” or “**AA**” means an Access Agreement executed between Access Seeker and Access Provider for Fiberail to provide requested Facilities and/or Services subject upon commercially negotiated terms and conditions and in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

“**Access List Determination**” means Commission Determination on Access List, Determination No.2 of 2015 which contains List of Facilities and Services determined by the Commission under Chapter 3 of Part VI of the Act.

“**Access Request**” means a request made by the Access Seeker to Fiberail for access to Facilities or Services and containing the information in Section 4.1.3.

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

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

“**Access Service**” means a service for the carriage of agreed Communication along Fiberail’s Facilities and Services between the POIs/POPs.

“**Bank Guarantee**” means a guarantee, executed in favour of Fiberail by a licensed bank in Malaysia approved by the Fiberail pursuant to Section 4.3 on behalf of the Access Seeker.

“**Billing Dispute**” means the dispute of an invoice prepared by an Operator to the Other Operator which is made in good faith.

“**Billing Period**” means one (1) calendar month period over which the supply of Facilities and/or Services is measured for the purposes of billing unless otherwise agreed between the Operators.

“**Business Day**” means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday and Sunday or a public holiday.

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

“**Commencement Date**” means the date on which the Operators enter into the Access Agreement or such other date as agreed between the Operators.

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

“**Communication**” means any communication, whether between persons and persons, things and things, or persons and 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 and attempt to establish a communication.

“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).

“Confidentiality Agreement” means a Confidentiality agreement entered into between Fiberail and the Access Seeker in accordance with Section 5.3.8 of the MSA Determination.

“Creditworthiness Information” means the information required by Fiberail to assess the creditworthiness of the Access Seeker which are more particularly described in Section 4.2 of Fiberail’s RAO 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 Services.

“Determination” means any lawful determination made by the Commission and/or the Minister, pursuant to Chapter 2 of Part V of the Act.

“Direction” means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act.

“Effective Date” means the date on which the relevant portions of the Access Agreement requiring registration is duly registered with the Commission under Section 150 of the Act in its entirety.

“End to End Transmission Services” has the meaning as described in paragraph 4(22) of the Access List Determination.

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

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications services which are listed in the Access List Determination and offered in Fiberail’s RAO.

“Facilities Access” in relation to Facilities, means a service for the provision of access to network facilities and/or premises.

“Fiberail” means Fiberail Sdn. Bhd. [Company No.: 198901013420 (190730-W)] and in Fiberail’s RAO, is the Access Provider unless otherwise stated.

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

“Insurance Information” means the insurance information required by Fiberail pursuant to Section 4.4.

“Interconnect Link” means a physical link connecting the Networks of two Operators.

“Interconnection” means interconnection of the Operators’ Networks; for the purposes of Fiberail providing Access Services to the Access Seeker in relation to a Communication via a POI/POP and using agreed interfaces and signaling systems.

“Interconnect Steering Group” or **“ISG”** means the inter-operator relations group established by the Operators.

“Invoice” means the invoice for amounts due in respect of the supply of requested Facilities or Services during a Billing Period.

“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 Fiberail is required or obliged to comply; and/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 Fiberail's RAO contravenes any provision of any law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event.

“Licence” means an individual licence granted by the Minister pursuant to the Act for Communication Services.

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

“Minimum Value” for the purposes of calculating the Security Sum means the total estimated value of access to the requested Facilities and Services provided (based on the most recent amounts invoiced for those requested Facilities and Services) or new facilities and/or services to be provided by Fiberail to the Access Seeker for a ninety (90) day period.

“Minister” means the Minister of Communications and Multimedia or, if different, the Minister administering the Act.

“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. In relation to an Operator, mean so much of the network as is owned and operated by the Operator.

“Network Capacity” means equipment and facilities required to be installed in Fiberail's Network for use in the provision of one or more Access Services but does not include Interconnect Link.

“Network Conditioning” means the conditioning, equipping and installation of facilities at Fiberails's Network to enable the provision of one or more Access Services.

“Operators” means Fiberail and the Access Seeker collectively.

“Other Operator” means either:

- (a) Fiberail; or
- (b) the Access Seeker,

as the context requires.

“Point of Interconnect” or **“POI”** means any technically feasible point which demarcates the Network of Fiberail and the Network of the Access Seeker collectively referred to as the

“interconnecting networks”) and is a point at which a Communication is transferred between the interconnecting networks.

“Point of Presence” or **“POP”** means a point at which an Access Seeker has established itself for the purposes of obtaining access to Facilities or Services and is the point at which Communication is transferred between the Operators.

“RAO Term” means the period of three (3) years commencing from the date set out in Section 1.1.1 or such other period as may be specified by Fiberail from time to time.

“Regulatory Event” means:

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

“Review” means a review of the MSA Determination and/or a review of the Mandatory Standard on Access Pricing.

“RM” means Ringgit Malaysia which shall be the monetary currency used in Fiberail’ RAO unless otherwise provided.

“Security Sum” means the security:

- (a) in the form of a Bank Guarantee, deposited with Fiberail in accordance with Section 4.3 and Chapter 6 for the supply of Facilities or Services; and
- (b) which amount is equivalent to the Minimum Value unless otherwise provided in Chapter 6.

“Services” means network services and/or other services which facilitate the provision of network services or applications services, including content applications services which are listed in the Access List Determination and offered in Fiberail’s RAO.

“Service Ordering Procedures” means the procedures governing the forecasting, planning and ordering of relevant Facilities and Services as set out in the relevant Manuals.

“Standard Access Obligations” or **“SAO”** has the meaning prescribed in Section 149 of the Act.

“Technical Specifications” means any technical parameters, specifications and procedures applicable to Interconnection of the Operators’ Network and provision of Access Services documented in this RAO or any manuals referred to in the Access Agreement.

2.2 In Fiberail’s RAO except where the contrary intention appears;

- (a) the singular includes the plural and vice versa; and
- (b) a document includes all amendments or supplements to that document, or replacements or novations of it; and
- (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; and

- (d) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- (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; and
- (g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016; and
- (h) a reference to a third party is a reference to a person who is not a party to Fiberail's RAO; and
- (i) in relation to an Access Service for the carriage of a communication it refers to the carriage of a communication between the POIs/POPs along Fiberail's Network but does not include any Communication for which the Access Service is provided with the assistance a third party's Facilities or Services; and
- (j) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Operator having control and/or responsibility for the preparation of Fiberail's RAO; and
- (k) headings are included for convenience and do not affect the interpretation of Fiberail's RAO.

CHAPTER 3 – Principles of Access and Interconnection

3.1 Services

- 3.1.1 Fiberail's RAO sets out the terms and conditions upon which Access Seekers may access Fiberail's Facilities and/or Services.
- 3.1.2 Subject to Section 1.3.6, Fiberail's RAO applies only to the Facilities and/or Services.
- 3.1.3 The general terms for access to Fiberail's Facilities and Services listed in the Access List Determination are set out in the **General Terms and Conditions of the Access Agreement Template**.
- 3.1.4 The obligations on forecast, ordering and provisioning for Fiberails' Facilities and Services listed in the Access List Determination are set out in **Schedule A of the Access Agreement Template**.
- 3.1.5 The obligations on technical and network operational matters for Fiberail's Facilities and Services listed in the Access List Determination are set out in **Schedule C of the Access Agreement Template**.
- 3.1.6 The **Annexures to the RAO** are set out as follows:
 - (a) ANNEXURE I – List & Description of Facilities and Services
 - (b) ANNEXURE II – Charges and Charging Principles
 - (c) ANNEXURE III – Existing POI/POP List
 - (d) ANNEXURE IV – Service Order Form Template

3.2 Eligibility for Access of Services

- 3.2.1 Fiberail may at its discretion and in a manner consistent with the Licence(s) granted (and the licence rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with access to Facilities and/or Services.
- 3.2.2 Consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities and/or Services where the Access Seeker has been granted (i) an individual network facilities provider licence and (ii) an individual network services provider licence and (iii) an individual content applications services provider licence, and such individual licences are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing) Regulations 2000*, as amended in any way:
 - (a) by reference to the type of network facilities, network services and/or content applications services that can be provided; and
 - (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or content applications services.
- 3.2.3 An Access Seeker may not request for access to the Facilities and/or Services where the requested Facilities or Services are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- 3.2.4 Consistent with Government policy and Determinations by the Commissions (and its predecessor), where Fiberail provides the Access Seeker with access to the Facilities or Services pursuant to **Section 3.2.1**, the charges for the requested Facilities or Services shall be negotiated between the Operators subject to any mandatory standard on access pricing determined by the Commission.

3.3 Principles of Access and Interconnection

- 3.3.1 Access Terms and Conditions
 - 3.3.1.1 Subject to Sections 3.2, Fiberail shall if requested to do so by an Access Seeker, supply a Facility and/or Services to the Access Seeker on nondiscriminatory basis subject to the reasonably and commercially negotiated terms and conditions.

3.4 Dispute Resolution

- 3.4.1 Each party shall use all reasonable endeavours to resolve any disputes arising from or in connection with Fiberail's RAO.
- 3.4.2 If any disputes or difference of any kind shall arise between the parties in connection with or arising out of Fiberail's RAO, the Dispute Resolution Procedure in Annexure A of the MSA Determination shall be adhered to.

3.5 Confidentiality

An Operator must protect from disclosure any confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during

the term of Fiberail's RAO in accordance with the Confidentiality Agreement signed between the parties.

CHAPTER 4 – Access Request Procedures

4.1 Application for Access to Services

- 4.1.1 Where an Access Seeker makes a request to Fiberail to supply Facilities or Services, the Access Seeker shall serve an Access Request on Fiberail.
- 4.1.2 The purpose of such Access Request is to provide Fiberail with sufficient information to assess the Access Seeker's request for the supply of Facilities or Services under Fiberail's RAO.
- 4.1.3 The Access Request must:
 - (a) contain the name and contact details of the Access Seeker,
 - (b) specify the Facilities or Services in respect of which access is sought;
 - (c) indicate whether the Access Seeker wishes to accept Fiberail's RAO; to negotiate amendment to the RAO; or negotiate an Access Agreement on alternative terms;
 - (d) contain the information (if any) as set out in Section 5.3.7 of the MSA Determination that the Access Seeker reasonably requires Fiberail to provide for the purposes of the access negotiations;
 - (e) contain two (2) copies of confidentiality agreement properly executed by the Access Seeker in the form prescribed by Fiberail;
 - (f) specify forecasts of the capacity which the Access Seeker reasonably requires, having regards to Fiberail's disclosed provisioning cycle and forecasting as described herein;
 - (g) 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 Fiberail's Network;
 - (h) contain confirmation that the Access Seeker is not currently being supplied with the requested Facility or Service;
 - (i) specify the type of communications licences held by the Access seeker and a copy of the license where a copy had not been previously provided;
 - (j) contain Creditworthiness Information as set out in **Section 4.2**;
 - (k) be accompanied by a Security Sum as set out in **Section 4.3**;
 - (l) contain Insurance Information as set out in **Section 4.4**;
 - (m) contain relevant technical information relating to the interface standRAOs of the Access Seeker; and
 - (o) such other information that Fiberail may reasonably request.

4.2 Creditworthiness Information

- 4.2.1 The Creditworthiness Information that is required to accompany an Access Request include but shall not be limited to:

- (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 published audited balance sheet and audited profit and loss statement; and
 - (c) such other information as may be reasonably requested by Fiberail provided that such information are information which are publicly available.
- 4.2.2 The Creditworthiness information shall commensurate with an estimated value of the access to the Facilities or Services to be provided by Fiberail to the Access Seeker over a ninety (90) day period.

4.3 Security Sum

- 4.3.1 An Access Request shall be accompanied by a Security Sum. The security that may be given by the Access Seeker shall be in the form of a Bank Guarantee.

4.4 Insurance Information

- 4.4.1 Subject to Section 4.4.2, An Access Request shall be accompanied by the following insurances:
- (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 to provide for payment to its employees or in connection with the work covered by the Access Agreement that may be entered and/or their dependents; and
 - (b) Comprehensive general Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000) for any one claim or series of claims arising out of an accident for occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability.
- 4.4.2 For the purpose of clarification, the insurance provided by the Access Seeker pursuant to Section 4.4.1 shall commensurate with the reasonable sum, which is to be agreed by Fiberail.

4.5 Processing of Access Request

4.5.1 Acknowledgement of Receipt of Access Request

Subject to Section 4.10, Fiberail shall within ten (10) Business Day of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

- (a) Subject to Section 4.5.3, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) Indicate whether it is willing to provide access to Facilities or Services in accordance with Fiberail's RAO; or

- (c) Indicate whether it is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms; or
- (d) Refuses the request in accordance to Section 4.6 herein below.

Subject to the additional information being received by Fiberail within twenty (20) Business days from the date of request, Fiberail shall reconsider the Access Request in accordance with this Section 4.5.1 upon receipt of such additional information.

4.5.2 Non-refundable resource

4.5.2.1 In accordance with Section 5.7.28 of the MSA Determination Fiberail may charge an Access Seeker a one-off non-refundable resources charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by Fiberail for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities and Services for the purposes of interconnection.

4.5.2.2 The one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request as Fiberail is required to allocate manpower and resources for the same. Such non-refundable processing fee is only applicable to requested Facilities and Services that can be offered and made available by Fiberail. The non-refundable processing fees for the respective Facilities and Services will be mutually agreed by the Operators from time to time. Notwithstanding the foregoing, in the event that additional and non-routine administrative work is required to process the Access Request where there is sufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, Fiberail shall be entitled to charge additional and non-routine processing fee for undertaking such additional and non-routine work as additional resources are required to do the same.

4.5.2.3 If the Access Seeker does not proceed with the Access Request accepted by Fiberail, the processing fees will not be refunded to the Access seeker. However, if the Access Seeker proceeds with the Access Request accepted by Fiberail, the processing fee will be set-off against the Charges for the requested Facilities and Services after acceptance of the Access Request by Fiberail.

4.6 **Assessment of Access Request**

4.6.1 **Reason for Refusal (Intentionally Deleted)**

4.6.2 Determination of technical infeasibility

For the purpose of Section 4.6.1(d), the Access Provider shall not reject or refuse 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 matters shall be taken into account in determining whether access is technical feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by the Access Provider except 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, on its own, 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 and/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 subSection) improvements that would allow the Access Provider to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

4.6.3 Determination of capacity constraints

For the purpose of Section 4.6.1 (e), the Access Provider may only refuse an Access Request on the ground that an Access Provider has insufficient capacity or space under paragraph 5.4.11(d) of this Standard 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 full capacity or near full capacity; or
- (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 party 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 Section 4; and
- (c) in the case of both Section 4.6.3 (a) and 4.6.3 (b), the Access Provider is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities or Services listed in the Access List Determination

Example of reasonable grounds for Fiberail's belief as mentioned in Section 4.6.1 (f) includes evidence that the Access Seeker is not in the reasonable opinion of Fiberail creditworthy.

4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities or Services listed in the Access List Determination.

4.6.5.1 Example of reasonable grounds for Fiberail's belief as mentioned in Section 4.6.1 (g) include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Facilities or Services have been provided (whether or not by Fiberail).

4.6.6 Assessment of Creditworthiness

4.6.6.1 In determining the creditworthiness of the Access Seeker, Fiberail may have registered to, but is not limited to the matters referred to in **Section 4.2**.

4.6.6.2 In determining the creditworthiness of the Access Seeker, Fiberail shall not take into account amounts outstanding for Facilities or Services previously provided by Fiberail to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amounts to Fiberail to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to Fiberail and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

4.7 **Notification of Rejection to the Access Seeker**

4.7.1 Where Fiberail rejects the Access Request, Fiberail shall:

- (a) promptly notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to **Section 4.5.1**, as the case may be;
- (b) provide reasons for rejection under Section 4.6.1 above to the Access Seeker;
- (c) provide the basis for Fiberail's rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representatives of Fiberail 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 Fiberail to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in **Section 4.6.1(e)**, Fiberail must identify when additional capacity is likely to be available.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7(d), either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

4.8 **Acceptance of Access Request**

4.8.1 Where Fiberail agrees to provide access to Facilities or Services to the Access Seeker in accordance with Fiberail's RAO, Fiberail shall within ten (10) Business Days of such response under Section 4.5.1(b), provide the Access Seeker with two copies of the executed Access Agreement, for execution by the Access Seeker and one (1) copy of the executed confidentiality agreement returned by Access Seeker.

4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Operators shall comply with the requirements in Sections 5.4.1, 5.4.2, 5.4.3, and 5.4.4 of the MSA Determination in negotiating and concluding an Access Agreement.

4.8.3 Fiberail will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service until:

- (a) a Security Sum has been provided in accordance with Section 4.1 and 4.3; and

- (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

4.9 Negotiations on Access Request

4.9.1 Pursuant to Section 4.8.2, where the Access Seeker wish to negotiate an Access Agreement, Fiberail will set out in its response to the Access Seeker:

- (a) the names of personnel of Fiberail's representatives in the negotiations and in respect of those personnel:
 - i. his or her contact details;
 - ii. his her job title; and
 - iii. details of his or her availability for the access negotiations;
- (b) the identity of the negotiating team leader, and Fiberail shall ensure that the negotiating team leader shall have authority to make binding representations on behalf of Fiberail in relation to matters arising from the negotiations (subject to final approval from Fiberail's Chief Executive Officer, if required);
- (c) the information which is reasonably required from the Access Seeker for the purposes of negotiations;
- (d) a date and time not later than fifteen (15) Business Days from the date of the Access Seeker's response, at which Fiberail's representatives will be available for the initial meeting with the representatives of the Access Seeker;
- (e) One copy of the executed Confidentiality Agreement (in accordance with Section 4.1.3 (h)) that has also been properly executed by the Operators.

4..9.2 Fiberail will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service until a Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act

CHAPTER 5 – Notices

5.1 Any communications in respect of Fiberail's RAO should be made in writing to:

Attention: Legal & Regulatory Unit
Business Strategy & Management ("BSM") division
Address: 7th Floor, Wisma TM,
Jalan Desa Utama,
Pusat Bandar Taman Desa,
58100 Kuala Lumpur, Malaysia

Telephone: 03-79809696
Facsimile: 03-79818781

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SCHEDULE A

FORECAST, ORDERING AND PROVISIONING OBLIGATIONS

1. FORECAST OBLIGATIONS

1.1 General Principal

The Access Seeker shall provide Forecast on the services it seeks to access as part of its Access Request in relation to the following: -

- (a) Capacity requirement;
- (b) Period of requirement;
- (c) Network area or operational area.

1.2 Confirmation of Forecast

In the event Access Provider incurs significant costs to ensure that access can be provided in accordance with the Forecast, then Access Provider shall have the right to request the Access Seeker to confirm the relevant Forecast. Upon confirmation, the forecast is deemed to be an Order and **Clause 2**, Ordering and Provisioning below shall apply.

1.3 Forecast Request

An Access Provider may request an Access Seeker to provide, with a sufficient level of detail to enable Access Provider to carry out network planning, the following information (Forecast Information): -

- (a) The capacity of Facilities or Services which the Access Seeker seeks;
- (b) The total period of time covered by each Forecast shall be **12 months**;
- (c) The minimum intervals or units of time to be used in making the Forecast is **12 months** unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities or Services;
- (d) The Network area or operational area of the Forecast in relation to Access Provider's Network topology;
- (e) The maximum frequency to update or to make further forecast is once a year; and
- (f) Such other information that Access Provider reasonably requires in order to provide access to Facilities or Services requested by the Access Seeker.

1.4 Response to Forecast – Access Provider shall

- (a) Within two (2) Business Days acknowledge receipt of each Order; and
- (b) Within ten (10) Business Days of either issuing the Notice of Receipt in respect of an Order, Where notify whether an Order is accepted or rejected.

1.5 Time of Rejection

Access provider may notify the Access Seeker of any rejection within fifteen (15) Business Days of receipt of the relevant forecast.

Such notice of rejection must specify the grounds of rejection and an offer to meet within five (5) business days of the notice of rejection to discuss the reasons for rejection and alternative methods of compliance.

1.6 Negotiating an Agreed Forecast

1.6.1 If a Forecast is rejected, Access Provider must:

- (a) give reasons why it is unable to meet the Forecast;
- (b) indicate the level that Access Provider can meet; and
- (c) offer to meet with the Access Seeker within 5 Business Days of the rejection notice to discuss the reasons for the rejection and alternatives open to the Access Seeker.

1.6.2 The Access Seeker may reconsider its Forecasts following a rejection notice. Within 21 Business Days of receipt of the notice, the Access Seeker must either;

- (a) confirm its rejected Forecast and explain why the Forecast is reasonable; or
- (b) submit a new Forecast that meets Access Provider's concerns,

failing which the Forecast are deemed to be rejected by Access Provider.

If the Access Seeker confirms its Forecast within 21 Business Days, Access Provider will reconsider the Forecast and respond in the manner specified in sub Clause 1.4 ("**Response to Forecast**") and this sub Clause 1.6.

1.7 Grounds for Rejecting a Forecast

Access Provider may reject a Forecast if:

- (a) The Access Provider reasonably believes that the Forecast is inaccurate or there is insufficient capacity having regard to:
 - (i) the total current usage of the relevant Facilities or Services;
 - (ii) the current growth rate of the Access Seeker's usage of the Facilities or Services; and
 - (iii) the current growth rate of the total usage of the relevant Facilities or Services.
- (b) the Forecast exceeds the level of demand that Access Provider can reasonably provide on its existing capacity levels, having regard to its own Forecasts and the Forecasts of other Operators.

1.8 Over Forecasting

1.8.1 If the level of Orders made by the Access Seeker are below the Agreed Forecast over the relevant Forecast period, Access Provider may require the Access Seeker to contribute to the costs and expenses incurred by Access Provider due to its acceptance of the Agreed Forecast.

1.8.2 An Access Provider may 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 provided:

- (a) such costs and expenses were reasonably and necessarily incurred by the Access Provider; and
- (b) the Access Provider has reasonably sought to mitigate its loss over a six month period.

1.8.3 An Access Provider only recovers from the Access Seeker seventy five percent (75%) of such costs or expenses which could not be mitigated under sub-Clause 1.8.2 (b) above.

1.9 Meeting Agreed Forecast

The Access Provider must use reasonable efforts to meet Orders that are within the Agreed Forecast but it is not bound to do so.

1.10 Use Forecast Information

- (a) Forecast information provided by the Access Seeker is Confidentiality Information belonging to the Access Seeker and may be used only:
 - (i) by Access Provider's relevant departmental group for the purpose of provisioning an Order; and
 - (ii) for network planning or engineering purposes.
- (b) Forecasts information may be provided to other groups within Access Provider only if the information:
 - (i) is aggregated with Access Provider's own Forecasts and those provided by other Operators; and
 - (ii) does not identify the Access Seeker in any manner.

2. ORDERING AND PROVISIONING OBLIGATIONS

2.1 Ordering Contact and Information

- 2.1.1 The Access Seeker must submit all Orders to Access Provider at the following address:

**Marketing Division,
7th Floor, Wisma TM,
Jalan Desa Utama,
Pusat Bandar Taman Desa,
58100 Kuala Lumpur, Malaysia.**

**Attention : Chief Commercial Officer
Tel : +603 7980 9696
Fax : +603 7980 9900**

- 2.1.2 The Order must be in the form specified by Access Provider and must contain the following information:

- (a) Facilities or Services to which access is requested;
- (b) The location of the points of delivery of the Facilities or Service requested ("**Delivery Points**");
- (c) A requested time for fulfilment of the Order ("**Requested Delivery Date**");
- (d) Information on the Access Seeker's Equipment to be used in connection with the Order; and
- (e) Such other information that Access Provider reasonably requires to provision the Order.

- 2.1.3 Access Seeker may use the Service Order Form in the format shown in Annexure IV for the purposes of ordering Services.

2.2 Acknowledgement of Receipt

- 2.2.1 Within 2 Business Days of receipt of an Order, Access Provider must: -

- (a) if the Order is complete – confirm receipt of the Order by specifying the day and time the Order was received (“**Order Date**”); or
 - (b) if the Order is incomplete – return the Order to the Access Seeker and specify the information reasonably required by Access Provider to clarify or complete the Order.
- 2.2.2 If the Access Seeker resubmits a completed Order within 14 Business Days of the Order having been returned by Access Provider, the Order Date is the day the Order is resubmitted by the Access Seeker.
- 2.2.3 If the Access Seeker resubmits a completed Order more than 14 Business Days of the Order having been returned by Access Provider, the Order is deemed to be a fresh Order.

2.3 Use of Ordering Information

- 2.3.1 Ordering Information provided by the Access Seeker is Confidentiality Information belonging to the Access Seeker and may be used only by those persons within Access Provider whose role is:
 - (a) within Access Provider's group for the purpose of provisioning an Order; and
 - (b) for network planning and engineering purposes.

2.4 Further Information

- 2.4.1 Access Provider may, at any time after the Order Date, request further information about the Order as is reasonably necessary to clarify an order. The Access Seeker will be given ten (10) business days or more to respond to Access Provider's request for further information and may, acting reasonably:
 - (a) Treat the Order as suspended until the information requested is received; and
 - (b) Remove the Order from Access Provider's queue and insert the Order at a later position in the queue when the information requested is received.

2.5 Respond to an Order

- 2.5.1 Access Provider shall indicate whether it accepts or rejects an Order within:
 - (a) ten (10) Business Days of the Order Date; or
 - (b) if a Service Qualification as described in sub-Clause 2.7 below is performed in respect of that Order - fourteen (14) Business Days of the Order Date plus the period for completing the Service Qualification.
- 2.5.2 Access Provider may reject an Order where:
 - (a) it is not technically feasible to provide access to the Services requested by the Access Seeker;
 - (b) Access Provider has insufficient capacity to provide the requested Services;
 - (c) the Order is in excess of agreed Forecast levels;
 - (d) the Order duplicated an Order awaiting fulfillment;
 - (e) the Access Seeker has not obtained from Access Provider the necessary related agreements;

- (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 Access Agreement, including;
- (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Services, to protect:
 - (i) the integrity of a Network; or
 - (ii) the safety of the individuals working on, or using Facilities or Services supplied by means of a network or Equipment.

2.5.3 If the Order is accepted, Access Provider must specify in its Notice of Acceptance:

- (a) an indicative date when the Services requested in the Order will be ready to be provided ("Indicative Fulfillment Date"), subject to the Order being confirmed by the Access Seeker and any Indicative Fulfillment Date as confirmed by the Access Seeker shall be the Agreed Ready For Service Date;
- (b) the date when civil works (if any) are intended to commence;
- (c) an estimate of the Charges for fulfilling the Order;
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Service; and
- (e) a validity period of 90 days after acceptance for the Access Seeker to confirm the Order.

2.5.4 The Indicative Fulfillment Date is

Transmission Services

- (a) If no new network facilities are required to supply the Transmission Services, twenty (20) Business Days; or
- (b) If new network facilities are required to supply the Transmission Services, sixty (60) Business Days.

Infrastructure Sharing

The indicative delivery timeframe for Infrastructure Sharing is forty (40) Business Days.

2.5.5 If the Order is rejected, Access Provider will notify the Access Seeker in writing:

- (a) specifying the grounds on which the Order is rejected at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection; and to make its own reassessment of the Order; and
- (b) offer to meet the Access Seeker within 5 Business Days of notice of the rejection to discuss the reasons for the rejection and alternatives available to the Access Seeker.

2.6 Accept and Fulfilling Orders

2.6.1 Access Provider will use reasonable efforts to accept and fulfill Orders from the Access Seeker for Services that comply with a Forecast accepted by Access Provider pursuant to sub-Clause 1.4 (Response to Forecast).

2.6.2 Access Provider will use reasonable efforts to accept and fulfill Orders that are in excess of agreed Forecast levels where:

- (a) there is available capacity after meeting the Forecast requirements of other Operators or Access Provider's own Forecast requirements; or
 - (b) Access Provider can readily increase or upgrade existing capacity.
- 2.6.3 If there is available capacity or capacity can be increased or upgraded readily, Access Provider will allocate that capacity on a non-discriminatory basis to meet:
 - (a) its own requirements; and
 - (b) Forecast requirements of Access Seeker including those of other Operators.
- 2.6.4 Having regard to its obligations under Assessment of Access Request in Chapter 4 of Fiberail's RAO, Access Provider is not required to fulfil Orders that are in excess of agreed Forecast Levels where this would materially degrade the quality of Services provided by Access Provider to other Operators and to itself.

2.7 Service Qualifications

- 2.7.1 Access Provider may conduct Service Qualifications if:
 - (a) Access Provider reasonably require information from such Service Qualifications which is not readily available; and
 - (b) 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 2.4, within two (2) Business Days upon the expiry of the period specified in subSection 2.4. Section For clarification, an Access Seeker may also seek the consent of Access Provider to perform a Service Qualification itself, and such consent shall not be unreasonably withheld.
- 2.7.2 Commencement and completion of Service Qualifications

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 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 Service Qualification undertaken for itself.
- 2.7.3 Withdrawal of Order following Service Qualifications

Access Provider shall permit an Access Seeker to withdraw its Order without penalty within ten (10) days after receiving the result of a Service Qualification under sub-Clause 2.7.2.

2.8 Cancellation and Variation of Orders

- 2.8.1 If an Order is cancelled or varied by Access Seeker, Access Provider may ask the Access Seeker to pay any costs reasonably incurred by Access Provider in respect of the Order.

2.9 Allocation of Constrained Capacity

- 2.9.1 Capacity on Access Provider's Network is constrained if the capacity that is immediately available to meet the relevant Service ("Available Capacity") is less than the total capacity required ("Required Capacity") to meet:
- (a) the Access Seeker's Agreed Forecast and those of other Operators;
 - (b) Access Provider's own Forecast; and
 - (c) any redundant capacity ("Redundant Capacity") that is reasonable for Access Provider to reserve in respect of the relevant Service.
- 2.9.2 The Access Provider must maintain a policy for allocating constrained capacity ("Capacity Allocation Policy"). This policy must:
- (a) be fair and reasonable;
 - (b) be consistent with Access Provider's duty of non-discrimination;
 - (c) treat the Access Seeker's requirements on an equivalent basis to that which Access Provider treats itself for the same Service; and
 - (d) allocate the Available Capacity less the Redundant Capacity (if any) in proportion to each operator's Forecast (including Access Provider's own Forecast).
- 2.9.3 If Access Provider anticipates that it may not be able to meet the Access Seeker's Forecast (whether agreed or not) because of constrained capacity, Access Provider must:
- (a) notify the Access Seeker that capacity is constrained;
 - (b) give the Access Seeker a copy of Access Provider's Capacity Allocation Policy in relation to the Service required by the Access Seeker; and;
 - (c) allocate the Available Capacity between itself, the Access Seeker and other Operators in accordance with the Capacity Allocation Policy.

2.10 Delivery of Service

- 2.10.1 The Access Provider shall deliver the ordered Service to Access Seeker by the Agreed Ready For service Date (as provided under subSection 2.5.3).
- 2.10.2 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 shall advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities or Services or both at the earlier delivery date. Rental charges shall commence on the earlier delivery date.
- 2.10.3 If Access Seeker defers an Agreed Ready For Service Date, Access Seeker shall be liable to any cost incurred by Access Provider in relation thereto.
- 2.10.4 If Access Seeker is not able to use the Facilities or Services on the Agreed Ready For Service Date not due to Access Provider's fault, the Facilities or Services are deemed provided and Access Seeker shall be subject to the rental charges commencing from the Agreed Ready For Service Date.
- 2.10.5 An Access Provider shall :
- (a) notify an Access Seeker of the delay to a delivery date and the revised 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 sub-Clause 2.10.3 (a) above to cancel the Order without penalty if the delay is longer than fourteen (14) days; and
- (c) provide the Access Seeker with a remedy in accordance with sub-Section 2.13.

2.11 Testing and Commissioning

An Access Provider shall:

- (a) co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities or Services or both; and
- (b) treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats itself.

2.12 Resource Charge

An Access Provider may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the Access Provider for allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities or Services for purpose of interconnection.

2.13 Late Delivery

Subject to sub-Section 2.13.1 below, if an Access Provider fails to meet any timeframe in sub-Section 2.10.1 with respect to the delivery of access to Facilities or Services pursuant to an Order made in accordance with the Access Agreement except when such failure caused solely by the Access Seeker's delay Access Provider shall, without limitation to any other rights the Access Seeker may have in the Access Agreement or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring rental charges payable for the Facilities or Services prorated daily for the number of days delayed subject to a maximum sum of 1 month's rental.

2.13.1 Access Provider shall not be liable for failures or delays in meeting the Agreed Ready For Service Date or any timeframe of delivery for Services due to any of the following reasons:

- a. the Service being modified or altered in any way at Access Seeker's request;
- b. an act of God, an act of any government, an act of any third party which is beyond the Access Provider's control or any other circumstance commonly known as "force majeure";
- c. incomplete order information provided by the Access Seeker to Access Provider; or
- d. any act or omission of Access Seeker which causes or contributes to the delay or failure to meeting the delivery date.

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

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

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SCHEDULE B
BILLING AND SETTLEMENT OBLIGATIONS

1. BILLING

1.1 General Principle

Unless otherwise agreed Access Provider will invoice Charges in advance based in each Billing Period. Each invoice will be issued 30 days before the commencement of each Billing Period. Rental charges shall commence to be payable from the date Facilities or Services are provided, which shall be the Agreed Ready For Service Date unless otherwise stated.

1.2 Billing Information

Each invoice will state the charges for the Billing Period and will be accompanied by information as may be reasonably necessary for the Access Seeker to verify rates and Charges contained in the bill.

1.3 Billing Error

If an operator discovers an error in an invoice, it must notify the other operator. The operator who made the error must make necessary adjustment to correct that error in the next invoice.

1.4 Back Billing

Any omitted or miscalculated Charges from an invoice within one (1) month after end of the billing cycle may be included in a later invoice, provided the Charges are substantiated and the inclusion or amendment shall be made within three (3) months from the issuing of the original invoice in which the omitted or miscalculated Charges should have been included or in which the Services were provided, whichever is later.

1.5 Provisional Billing

Where the Access Provider is unable to issue an Invoice, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (**provisional invoice**). In such circumstances, Access Provider may invoice an Access Seeker for a provisional amount for a period of not more than three successive Billing Periods, provided the amount of the provisional Invoice is no more than the average of the most recent three Invoices. Where there have not been three (3) past Invoices for access to the relevant Services or Facilities, Access Provider may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. The Access Seeker shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next invoice or as soon as practicable but not later than sixty (60) days after the month in which the charges were incurred or such other time period as may be agreed in writing ("**Adjustment Period**"). If an adjustment is not made within the Adjustment Period, the Access Seeker shall treat the Provisional Amount as the actual invoice.

1.6 Currency

The Invoices shall state all Charges in Ringgit Malaysia and the Access Seeker shall make payment in Ringgit Malaysia unless otherwise agreed by the Parties.

2. SETTLEMENT

2.1 Time for Payment

The Access Seeker shall make payment for the Charges within thirty (30) days from the date of the invoice without set-off counter claims or deduction.

2.2 Method of Payment

The Access Seeker must pay an invoice by bank cheque or electronic funds transfer directly to the bank account of Access Provider.

2.3 Billing Disputes

In the event the Access Seeker wishes to dispute an invoice, the Access Seeker shall notify Access Provider in writing within thirty (30) Business Days after the date of receipt of such invoice.

The dispute notification shall provide the following information: -

- (a) the reasons for which the Access Seeker disputes the Invoice;
- (b) the amount in dispute; and
- (c) details required to identify the relevant invoice and Charges in dispute including the account number, the invoice reference number, the invoice date, the invoice amount; and the billing verification information.

2.4 Withholding of Disputed Amounts

Subject to Section 2.3 Billing Disputes above, Access Provider will allow the Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker.

2.5 Billing Dispute Resolution

Where relevant the Parties must comply with the Dispute Resolution Procedures applicable to the billing disputes in Annexure A:

- (a) The Access Seeker notifies Fiberail within thirty (30) Business Days from the date of receipt of the invoice of such dispute (unless otherwise agreed by the Access Provider and Access Seeker in the Access Agreement); and
- (b) The Access Seeker's notification specifies the information referred to in subSection 2.3 above.

2.6 Interest

Subject to withholding of amounts being disputed in good faith in accordance to Section 2.4, Access Provider may charge interest in any amount outstanding from the Access Seeker from time to time, in respect of that overdue sum at the rate of two percent (2%) per annum above Maybank Berhad's Base Lending Rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than sixty (60) days will bear interest at the rate of three percent (3%) per annum above Maybank Berhad's Base Lending Rate calculated from the due date until the date of receipt of the full payment by Access Provider.

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SCHEDULE C
TECHNICAL AND NETWORK OPERATIONAL OBLIGATIONS

OPERATIONAL NETWORK

1. NETWORK CONDITIONING OBLIGATIONS

1.1 Non-discrimination

Access Provider shall perform Network Conditioning on an equivalent basis to that which the Access Provider performs for itself for the same or similar Services. The costs for works on Network Conditioning pursuant to an Order shall be apportioned in an equitable manner between the Operators having regards to cost causation.

1.2 Commencement

1.2.1 Access Provider will commence Network Conditioning immediately following:

- (a) confirmation of an Order from the Access Seeker; and
- (b) agreement by the Access Provider and the Access Seeker on:
 - (i) geographical coverage;
 - (ii) number information (i.e. length and code allocation), if relevant;
 - (iii) origins from or destinations to which access is require, if relevant;
 - (iv) network routes (including which party is responsible for provisioning Interconnect Link); and
 - (v) handover arrangements and relevant Points of Interface.

2. POINT OF INTERFACE PROCEDURES

2.1 Interconnection

2.1.1 Each party must interconnect its Network with the Network of the other party in accordance with the terms of the Access Agreement.

2.1.2 Point of Interface locations:

- (a) Subject to subSection 2.1.4 of this Fiberail's RAO, each Access Provider shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points as provided in Annexure I:
 - i. at which physical co-location is available;
 - ii. in respect of which in-span interconnection (via fibre) is available; and

The Access Providers shall ensure that network co-location at each POI is offered to the Access Seeker in accordance with Section III of this RAO.

- (b) A Point of Interface may be a Point of Interconnection ("**POI**") or a Point of Presence ("**POP**"). A POI may be implemented in any of the following two configuration options:

(i) In- Span Interconnection

The POI lies at some point along the physical cable linking the two Operators' Networks. Each party is responsible for the transmission Equipment at its end of the cable, and the cable from its building to the

POI. In the case of wireless “In-span Interconnection”, the POI lies somewhere between the terminal Equipment of the two Operators.

(ii) Physical Co-Location

The POI lies between the Equipment of Access Provider and the Equipment of the Access Seeker. In this case, Access Provider may provide facilities access for Access Seeker to install its Equipment at the Access Provider’s Equipment Building. The Interconnect Link from the Access Seeker’s Equipment to its own premises are maintained by the Access Seeker.

- 2.1.3 Each party is responsible for provisioning and maintaining Network Facilities (including those Network Facilities which form part of the Interconnect Link and the transmission Equipment) on its side of the Point of Interface.
- 2.1.4 Physical co-locations available for POIs are as listed in Annexure III of this RAO.
- 2.1.5 The Access Seeker may request a Point of Interface at a location not specified by the Access Provider under sub Clause 2.1.4. The Access Provider must consider the request in good faith and must, acting reasonably, accept or reject the request. If the request is rejected, the Access Provider must give reasons for the rejection.
- 2.1.6 When determining which locations are to be listed as a Point of Interface under sub Clause 2.1.4. or when considering a request under sub-Clause 2.1.5:
 - (a) the Access Provider must offer Interconnection (to connect to Access Seeker’s Equipment) and physical co-Location at any other technically feasible point;
 - (b) the Access Provider may offer more than one form of Interconnection configuration in relation to a particular location;
 - (c) the Access Provider must 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 Operators who are currently occupying or have ordered additional space from the Access Provider; and
 - (d) the Access Provider must have regard to any possible rearrangement of its Equipment to eliminate space inefficiencies.
- 2.1.7 Access Provider must take reasonable steps to optimise its use of physical space (including by upgrading its facilities). If reasonable steps have been taken and no further physical space is available at a Point of Interface location, 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.

- 2.1.8 The Access Seeker may share physical co-location with another Operator subject to the terms and conditions to be agreed provided always:
- (a) the Access Seeker first notifies the Access Provider in writing of the other Operator's identity before sharing physical co-location with the other Operator; and
 - (b) Access Seeker warrants that the other Operator will comply with the Access Seeker's obligations in relation to the physical co-location.

2.2 Point of Interface Factor

2.2.1 Provisioning of New POI

- (a) In-span Interconnection (by way of fibre)

For an In-span Interconnection, the connection will be provided by means of optic fibre cable circuits..

The provision via wireless connection may be used permanently, or as an interim measure and in such case planning and implementation of fibre optic shall be carried out. The following shall also be agreed for In-span Interconnection:-

- (i) the In-span fibre connection shall be a point mutually agreed;
- (ii) the number of other nodes to be served by this POI capacity
- (iii) Metro Ethernet (Metro-E) and/or DWDM is the preferred technology and the type of equipment at both end must be from the same equipment vendor or compatible to Access Provider's equipment;
- (iv) Subject to capacity requirement and Forecast, Metro Ethernet (Metro-E) and/or DWDM technology shall also be considered.

2.2.2 Establishment for a New POI

- (a) If the Access Seeker wishes to establish a new POI, the Access Seeker must notify the Access Provider in advance. The identification for POI shall be notified in advance in accordance with the MSA Determination. Before the acceptance of the establishment of a new POI, the following information has to be available and the arrangements to be finalised before the planning for a new POI Interconnect Link be done. They are:
 - (i) the ordering party shall submit its Five (5) year updated Forecast;
 - (ii) the number of routes and nodes that will be served by the Interconnect Link provided at the proposed POI shall be indicated;
 - (iii) leased circuits requirements (non POI if required);
 - (iv) method of provisioning whether In-span or physical co-location.
- (b) The five (5) year circuit Forecast for the Interconnect Link at the agreed new POI shall be agreed by both Parties.
- (c) The Interconnect Link shall be dimensioned to provide for a minimum of three years provisioning period for the purpose of planning.

2.2.3 Provisioning of Additional Capacity at Existing POI.

- (a) The following information must be available before the decision to provide additional interconnect capacity at the existing POI. They are:
 - (i) Existing Interconnect Transmission Facilities;

- (ii) The utilization of each available Interconnect Transmission media;
 - (iii) The capacities leased by the Access Seeker, if applicable;
 - (iv) The ordering party shall submit its Order on a three (3) monthly basis.
- (b) The provision of additional Interconnect Link at the POI shall be agreed once any of the following conditions are met:
 - (i) The circuit utilisation of the existing interconnect facilities is at seventy five percent (75%).
 - (ii) The demand of circuits exceeds the Forecasted circuits.
 - (c) The Interconnect Link shall be dimensioned to provide for a three (3) years provisioning period.
 - (d) The need for migrating from existing physical co-location to the In-span Interconnected bearer shall be permitted once the In-span Interconnect bearer is established in accordance with the MSA Determination and the capacity of the new POI is sufficient to cater for migration.

2.2.4 POI Location Considerations

Technical consideration for POI shall be as follows:

- (a) Transmission facility has 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.
- (c) Preservation of network security.

3 DECOMMISSIONING OBLIGATIONS

3.1 Decommissioning of POIs

- (a) Access Provider may request the decommissioning of POI;
- (b) If Access Provider makes such a request, the Parties will consult and negotiate a timetable for decommissioning;
- (c) The Access Provider must offer an alternative POI to the other Party to route interconnection traffic;
- (d) The Access Provider shall use its best endeavour to ensure no or least traffic interruption and the Access Seeker shall be responsible to reroute the existing traffic before the decommissioning of the POI;
- (e) Both Parties shall mutually agree decommissioning of any working circuit. For example, decommissioning may take place due to retirement of equipment or rearrangement of network configuration. The Party planning to decommission any link must give advance notice in writing in accordance to Clause 3.2 below and the Parties shall mutually agree upon a suitable and expected time frame for completing the decommissioning.

3.2 Decommissioning notice

Except where an Operator 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), 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) month's notice in writing prior to the decommissioning of any other Facilities or Services.

Where 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), the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs (a) and (b) above. The Operators must co-operate and negotiate on the timetable for decommissioning of the affected Facility or Service.

3.3 Co-operation

An Access Provider must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning to the relevant Point of Interface, Facilities and/or Services.

3.4 Decommissioned Point of Interface compensation

An Access Provider shall pay the Access Seeker reasonable costs, necessarily incurred in:

- (a) decommissioning any links to the Point of Interface that is proposed to be decommissioned, that are, or will be, rendered 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 Clause 3.1;
- (c) the carriage of traffic between Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to Clause 3.1 for a period that is not less than three (3) years from the date of decommissioning.

3.5 Decommissioned Facilities and/or Services compensation: Except where decommissioning is caused by Force Majeure, an Access Provider shall pay the Access Seeker's reasonable costs, necessarily incurred in:

- (a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with Clause 3.1 or
- (b) re-arranging Equipment to connect to alternative Services offered in accordance with cClause 3.1.

4 NETWORK CHANGE OBLIGATION

4.1 Network Change

This Clause applies where a party proposes to implement a Network Change of a type referred to in Clause 4.2 which necessitates a change in the hardware or software (including interface software) of the other party's Network in order to ensure the continued proper operation and compatibility of the parties respective Networks, services and procedures.

4.2 Types of Changes

- 4.2.1 The following kinds of proposed Network Changes may be within the scope of Clause 4.1:

- (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 Operator to any technical specification or characteristic of the Services or Facilities to which the other Party (“Recipient Operator”) has access which will or might affect:
 - (i) the Recipient Operator’s Network;
 - (ii) the Recipient Operator’s use of the Services or Facilities provided by the Notifying Operator (“Service Change”);
- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator Network which will or might affect the Recipient Operator’s Network (“Other Network Change”);
- (d) any change by the Notifying Operator to and of the operational support systems (“OSS Change”) used in intercarrier Party processes, including without limitation:
 - (i) the billing system; or
 - (ii) the ordering and provisioning systems.
- (e) any enhancement by the Notifying Operator of the features, functions or capabilities of the Services/Facilities 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 referred to as “Relevant Changes”).

4.3 Notification of Change

4.3.1 If a Notifying Operator proposes to make Relevant Change to its Network, services or procedure, the Notifying Operator shall provide the Recipient Operator with notice in writing 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 Days from the date of the notice under this Clause, 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 below:

Relevant Change:	Notice period:
Interface Change	3 months
Network Change	3 months
Service Change	3 months
Functionality Change	3 months

4.3.2 Post-notification Procedures: The Notifying Operator shall:

- (a) meet with the representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in Clause 4.3, for the purpose of discussing the Relevant Changes 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 minimise any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

4.4 **Testing**

4.4.1 A Notifying Operator 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 Relevant Changes on the proper operation and compatibility of the parties' respective Networks;
- (b) jointly carry out testing with the Recipient Operator 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 paragraph 4.4.1 (a).

4.4.2 Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under subSection 4.4.1, 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 Operator' respective Networks, services and procedures the Notifying Operator must postpone implementation of the Relevant Changes. The period of the postponement will be the period necessary to allow the Operators to repeat the steps in subSections 4.3.1 to 4.4.1above.

4.5 **Testing failure:** Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under Clause 4.4, 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 Operator 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 Clause 4.3 to Clause 4.4 of this RAO.

5 OPERATIONS AND MAINTENANCE OBLIGATIONS

- 5.1 Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
- 5.2 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 Facilities and/or Services (inter alia) to report faults relating to any Network, Facility and/or Service.
- 5.3 Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in Clause 5.2.
- 5.4 **Non-discriminatory fault reporting and identification:** An 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.
- 5.5 **Cross-referrals:** If a Customer reports a fault to an Operator:
- when the Customer is directly connected to another Operator; or
 - which clearly relates to a Network, Facility and/or Service of another Operator, the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.
- 5.6 The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services which are used in another Operator's Network.
- 5.7 **Major inter-working faults:** If a major fault occurs which affects communication that crosses or would cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.
- 5.8 **Faults affecting other Networks or Equipment:** If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on another Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:
- the existence of the fault;
 - the actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and
 - the outcome of those actions.
- 5.9 Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
- 5.10 Each Operator shall give priority to faults in the following order:
- the highest service loss impact in terms of the number of Customers affected;
 - those which have been reported on previous occasions and have re- occurred; and
 - all other faults.

5.11 Each Operator shall rectify faults on a non-discriminatory basis.

5.12 **Target times:** Each Operator shall respond to and rectify faults within the lesser of:

- (a) timeframes set out in a relevant Service Specific Obligation or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below;
- (b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and
- (c) timeframes equivalent to that which the Access Provider provides to itself.

Priority Level	Fault types	Response Timeframe	Progress Update Frequency	Rectification time
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signalling problem 5. Major routing issues Fraudulent calls	Within one {1} hour	Every one (1) hour	Four (4) hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-30% 5. Cross line and silent calls Mobile number portability issues	Within four {4} hours	Every four (4) hours	Twenty-four (24) hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote congestion 2. External Technical Irregularities ("ETI") 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

5.13 **Planned maintenance:** If an Operator intends to undertake planned maintenance ("**Maintenance Operator**") which may affect an Access Seeker'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 that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
 - (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.
- 5.14 **Planned maintenance windows:** A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Operators, and where the windows of time for such planned maintenance have the least effect on end users.
- 5.15 **Emergency maintenance:** If a 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) provide at least twenty-four (24) hours' notice of the planned maintenance;
 - (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
 - (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.
- 5.16 An Access Provider shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.
- 5.17 **Complaints handling:** The Operators must report all interconnection and access outages that relate to Networks, Services and/or Facilities to the Access Provider's relevant fault reporting and rectification service.
- 5.18 **Routine testing:** The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.

6 NETWORK FACILITIES ACCESS AND CO-LOCATION

- 6.1 Unless otherwise agreed by the Operators, each POI will be physically installed and housed at the Access Provider's available POI locations as listed in Annexure III. All Operators shall mark or label their Equipment in such manner that they can be easily identified as the Equipment of the Operator.
- 6.2 The Operators will negotiate and agree on all applicable terms and conditions in respect of technicalities for the provision of Services, in addition to those provided for in Clause 6.1, as required.
- 6.3 The Operators may negotiate and agree on the location of the POI. For purpose of clarification, it is hereby agreed that in order to minimise the cost and to promote efficiency of Network deployment, the technical manner and the location of the POI must minimise the length of any link which either Operator will need to build and to this end the mode of

provisioning Interconnect Link shall be full span Interconnection by way of fiber or wireless transmission or any other method of interconnection as agreed by the Operators.

- 6.4 The Operators will agree to all applicable terms and conditions in respect of access to the agreed POI locations as well as any other operations and implementation issues, in addition to those provided for in Clauses 6.3, as required.
- 6.5 The Operators acknowledge and agree that the Commission may issue a framework or guidelines pertaining to the establishment and maintenance of POIs and access to the Facilities of telecommunications network of the Operators. In the event that such framework or guidelines are issued by the Commission, the Operators agree to review, and where necessary, revise and/or modify the relevant provisions of this agreement to ensure consistency with the framework or guidelines.
- 6.6 An Operator shall permit, and do all things reasonably necessary to allow the Other Operator to maintain its Equipment at or in the Facilities to which access has been granted. This may include, for example, the provision of physical access. For the purposes of this subSection 6.6, an Operator shall be permitted to maintain its Equipment at or on the Facilities if the Other Operator allows external contractors or other third parties to maintain similar Equipment on the Facilities.
- 6.7 The utility cost in respect of the Facilities as contemplated in this Section 6 shall be apportioned (in accordance with fair and equitable principles) against the utility and ancillary costs charged to other Access Seekers at the relevant location.
- 6.8 It is agreed that for the purposes of providing Interconnect Link to trunk Interconnect to and from POI's, equipment can be shared in Access Seekers' premises and Access Provider shall have the right to co-locate and to offer virtual co-location (either by fibre or wireless) to the other Operator with a Licence (other than the Operator hereto) in Access Seeker premises.

7. TECHNICAL OBLIGATIONS

- 7.1 **Compliance:** 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 and are not inconsistent with any technical obligations set out in this Standard.
- 7.2 **Prevention of technical harm:** An 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.
- 7.3 **Technical Standards:** An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.
- 7.4 **No Interference:** An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
 - (a) causes interference; or
 - (b) materially obstructs; interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
- 7.5 **Notice of interference and rectification:** If an Operator notices ("Notifying Operator") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:

- (a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or
- (b) If the other Operator shall not able to locate the source of the interference within twenty-four (24) hours under paragraph 7.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

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ANNEXURE I

LIST AND DESCRIPTION OF FACILITIES AND SERVICES

A. LIST OF FACILITIES AND SERVICES

1. General

1.1 Section A of Annexure I sets out the list of Facilities and Services which may be provided by Fiberail to the Access Seeker.

1.2 The following table tabulates the Facilities and Services provided by Fiberail.

Item	Facilities / Services	Capacities/Size
1	Transmission Service Bandwidth Services:- (a) TDM Services (Layer 1) (b) (Metro-E Services (Layer 2))	 2 Mbps 45 Mbps 155 Mbps (STM-1) 622 Mbps (STM-4) 2480 Mbps (STM-16) 10 Mbps – 1000 Mbps 1GE, 2GE, 3GE ~ 5GE
2	Infrastructure Sharing (a) Cabin (b) Tower Space	 12'x12' / 6'x12' Sq feet/ft run

1.3 Fiberail reserves the right to amend the Facilities/Services listed herein by adding, removing or altering the Facilities/Services.

B. SERVICE DESCRIPTION

B.1 TRANSMISSION SERVICES

1. General

1.1 Section B 1 of Annexure I sets out the terms and conditions which are applicable to Transmission Service.

1.2 Transmission Service is a Facility and Service by Bandwidth Services connection for the carriage of communications between transmission points of the Access Provider via network interfaces at such agreed transmission rate between Access Provider and Access Seeker. The following diagram illustrates the Transmission Service:

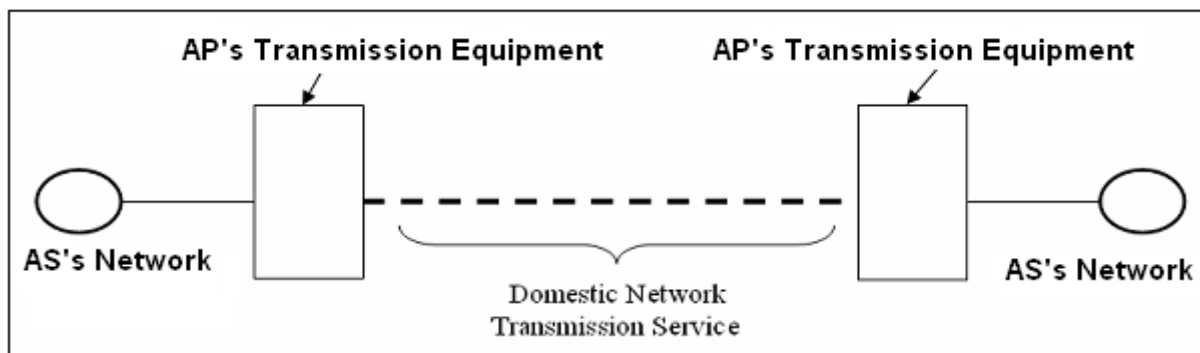


Figure 1: Transmission Services

2. Provision of Transmission Services

- 2.1 Subject to the Access Seeker complying with the Ordering And Provisioning Obligations in **Schedule A**, Fiberrail will provide in accordance with the terms and conditions of this Access Agreement and the applicable Schedules and Annexure herein, Transmission Services requested by the Access Seeker.
- 2.2 Where the Access Seeker leases Transmission Services from Fiberrail, Fiberrail's Equipment can be shared in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination, **Section B.2 below** and **Schedule C**.
- 2.3 The Access Seeker shall provide Fiberrail reasonable access to its premises when Fiberrail reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of Transmission Services by Fiberrail.
- 2.4 Fiberrail shall ensure that the Transmission Services conform to the QOS Standards and Technical Specifications, subject to the Access Seeker's use of those Transmission Capacity Services in accordance with the Technical Specifications and other agreed requirements.
- 2.5 The minimum period in which the Access Seeker may lease Transmission Services is one (1) year.
- 2.6 The Access Seeker will pay to Fiberrail for Transmission Services stated in **Section B.1 of Annexure I** provided by Fiberrail, Charges in accordance with the applicable provisions set out in **Annexure II**.

3. Technical Obligations

- 3.1 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 and are not inconsistent with any technical obligations as set out in the MSA Determination.
- 3.2 Prevention of technical harm: 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.

- 3.3 Technical Standards: Each Operator shall comply with any applicable technical Standard adopted by the Commission.
- 3.4 No Interference: Each Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
 - (a) causes interference; or
 - (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
- 3.5 Notice of interference and rectification: If an Operator notifies ("Notifying Operator") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:
 - (a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or
 - (b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under paragraph 3.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

B.2 INFRASTRUCTURE SHARING

1. General

- 1.1 Section B.2 of Annexure 1 sets out the terms and conditions which are applicable to Infrastructure Sharing.

2. Type of Infrastructure Sharing

- 2.1 The type of Infrastructure Sharing provided by Fiberail is: Infrastructure Sharing, which refers to the provision of space at specified network facilities 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 Fiberail. The specified network facilities are physical space in the form of Cabin Space or Tower Space and may include, wherever relevant, power, environmental services (such as heat, light, ventilation and air-conditioning), site maintenance and access for the personnel of the Access Seeker. The following diagram illustrates the Infrastructure Sharing.

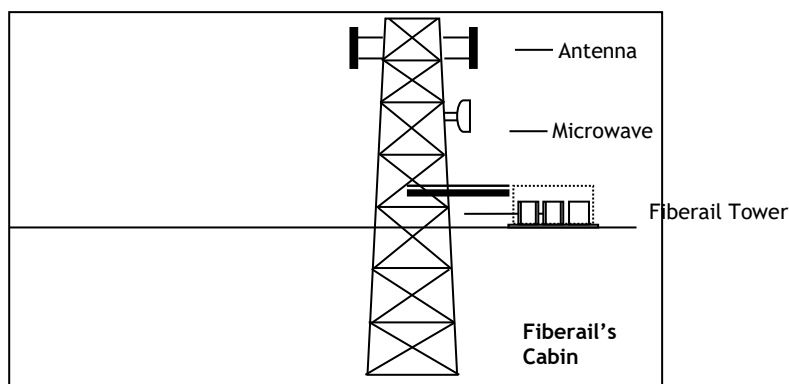


Figure 2: Infrastructure Sharing

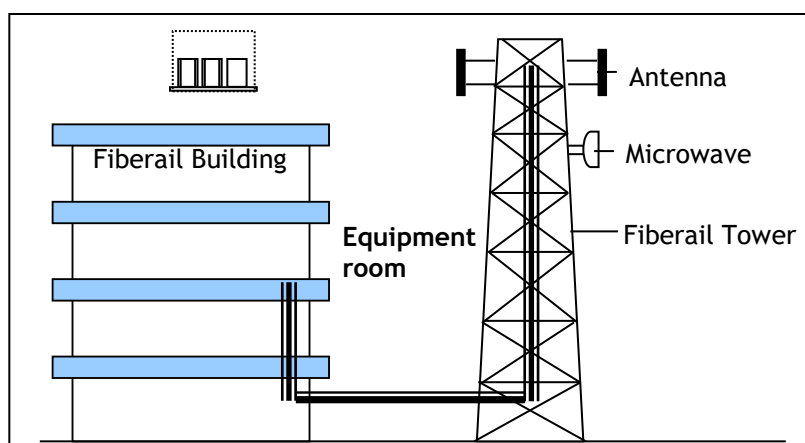


Figure 3: Infrastructure Sharing

3. Pre-requisites to Apply for Infrastructure Sharing

- 3.1 Fiberrail shall not be obliged to provide to the Access Seeker Infrastructure Sharing for the specified network facilities unless:
- (a) Fiberrail is the legal owner of the specified network facility;
 - (b) the Access Seeker has the appropriate license from the relevant authorities to operate the service for the purpose for which the equipment is to be installed; and
 - (c) there is no space constraint.

4. General Terms and Conditions on Infrastructure Sharing

4.1 Duration

- 4.1.1 Infrastructure Sharing at a specified network facility, agreed between the Operators, shall be for a fix period of three (3) years and may be further renewed subject to the mutual agreement of the Operators.

5. Specific Terms and Conditions for Shared Space

5.1 Use of Shared Space

- 5.1.1 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 by the owner or any of the other access seekers in Fiberail's Shared Space or any other buildings adjoining the Shared Space.

5.2 Storage

- 5.2.1 The Access Seeker shall not permit to be kept on the Shared Space or any Section thereof:
- (a) any materials the storage of which may contravene any ordinance, statute, regulation or bye-law;
 - (b) any materials the storage of which an increased rate of insurance is usually required; or
 - (c) any explosive, combustible or radioactive substances.

5.3 Increase in Premium

- 5.3.1 The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies against damage by fire on Fiberail's premise 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 Fiberail including the expenses incurred thereto.

5.4 Repairs

- 5.4.1 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 replacement and/or repair (fair wear and tear excepted) as specified in the notice in writing given by Fiberail to the Access Seeker specifying therein all necessary replacements and/or repairs to be effected.
- 5.4.2 If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice, Fiberail may, whether or not together with its workmen, enter the Shared Space and make all necessary replacements and/or repairs. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by Fiberail save where the replacements and/or repairs were due to the natural failure of the structure or due to Fiberail.

5.5 Tenantable Condition

- 5.5.1 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 Fiberail'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).

5.6 Consents, Licences and Approvals

5.6.1 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.

5.6.2 The Access Seeker shall further observe and comply with all laws, bye-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.

5.6.3 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 Fiberail from time to time and notified to the Access Seeker in writing Provided Always that Fiberail 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.

5.6.4 Sub-letting and Assignment

5.6.4.1 The Access Seeker shall not sub-let, assign or part with the possession of the Shared Space without the prior written approval of Fiberail. Where Fiberail 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 Provider's obligations with respect to the Shared Space under this Agreement

5.6.5 Payment of Quit Rents, Rates and Taxes

5.6.5.1 Fiberail 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 Commencement Date of the Infrastructure Sharing shall be borne equally between the Operators.

5.6.6 Fiberail's Covenant

5.6.6.1 Fiberail shall obtain all permits, approvals and consents required by law Is from the relevant authorities to erect the infrastructure on the site in which the Shared Space has been rented to the Access Seeker. In the event that Fiberail is required by the relevant authorities to dismantle the infrastructure on the site such that the Access Seeker is not able to:

- (a) install or utilise the equipment, system or devices thereon; or
- (b) provide its communication services at the Shared Space,

the Access Seeker may, notwithstanding the minimum

three (3) year period, terminate the Infrastructure Sharing at the Shared Space without liability. The Operators agree that the remedies set out in this **Clause 5.6.6.1** shall be the only remedy against Fiberail and Fiberail 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, Fiberail will use its reasonable endeavours to offer the Access Seeker other suitable sites.

5.7 Utilities

- 5.7.1 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.
- 5.7.2 In the event that the Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may, subject to Fiberail's prior written approval, utilise the electricity supplied to Fiberail at that premises provided that:
- (a) Fiberail is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Shared Space; and
 - (b) the Access Seeker reimburse Fiberail for all electricity charges utilised by the Access Seeker at the Shared Space, the charges of which shall be determined by Fiberail.

5.8 To Permit Fiberail to Enter and View Condition

- 5.8.1 The Access Seeker shall permit Fiberail and his agents, servants and contractors, to enter the Shared Space at all reasonable times and upon reasonable notice for the purpose of viewing the state and condition thereof or for any other reasonable purpose.

5.9 Installation of Equipment

- 5.9.1 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 Fiberail's and/or any of the other access seekers' equipment or services provided in or around the Shared Space. Where the Access Seeker's equipment causes frequency interference to Fiberail's and/or other access seekers' equipment or services provided in or around the Shared Space, the Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference; and/or
 - (c) be electromagnetically compatible [in accordance with the prescribed standards] and shall not cause electromagnetic interference to the Fiberail's and/or any of the other access seekers' equipment or services provided in or around the Shared Space. Where the

Access Seeker's equipment causes electromagnetic interference to Fiberail and/or other access seekers' equipment or services provided in or around the Shared Space, the Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference.

5.9.2 The Access Seeker shall only be permitted to install its Equipment on the Shared Space and shall not be permitted to install any other party's equipment, system and/or devices on the Shared Space without the prior written approval of Fiberail.

5.9.3 The Access Seeker shall not damage, tamper, modify, alter or handle any equipment, system or devices belonging to Fiberail or any other access seeker in the Shared Space and/or the Shared Space without the prior written approval of Fiberail and/or the other access seeker.

5.10 Installation of Electrical Points and Plumbing Connection

5.10.1 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 Shared Space without the prior written consent of Fiberail.

5.11 Safety and Health and Security Procedures

5.11.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("**OSHA 1994**") and Factories and Machinery Act 1967 ("**FMA 1967**"). These provisions include safety plan (JSA/HIRARC, safety procedures, safety work instruction, supervision, etc) and the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA 1994 and FMA 1967.

5.11.2 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 Fiberail within twenty four (24) hours from the time of the occurrence.

5.11.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by Fiberail 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 ensure the security of its Shared Space is such that no unauthorised person shall enter the Shared Space.

5.12 Exclusive Possession

5.12.1 The Access Seeker recognises that it does not have exclusive possession of the Shared Space since Fiberail occupies the Shared Space and may sub-let or intend to sub-let the Shared Space to other parties. However, Fiberail agrees that it shall not tamper, modify, alter or handle any equipment, system or devices belonging to the Assess Seeker at the Shared Space for the

duration of the Infrastructure Sharing unless an emergency situation arises.

5.13 Vacating the Shared Space

5.13.1 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 Fiberail with all Fiberail's fixtures and additions thereto in good and tenantable repair and condition in accordance with the covenants herein contained.

5.13.2 The Access Seeker shall be given a grace period of five (5) Business Days to vacate the Shared Space effective from the expiry or termination of the Infrastructure Sharing during which no monthly rental will be charged by Fiberail. Should the equipment, system or devices not be removed within the grace period, Fiberail shall have the right to:

- (a) 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; and
- (b) without any liability to the Access Seeker, dispose of the equipment, system or devices in such manner as Fiberail deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, Fiberail 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. Fiberail 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 Fiberail.

5.14 Relocation of Tower/Cabin

5.14.1 Notice of Relocation

In the event that Fiberail intends to relocate any of the Tower/Cabin utilised for the purpose of Infrastructure Sharing or for any purpose whatsoever Fiberail shall prior to the relocation give reasonable written notification which in any case shall not be less than one (1) month written notice to Access Seeker before the proposed relocation date.

5.14.2 Disruption of Service during Relocation

During the relocation of any Tower/Cabin utilised for the purpose of Infrastructure Sharing there shall not be any disruption to the Service of Access Seeker under the Agreement for any period in excess of six (6) hours for each relocation PROVIDED that all relocation exercises shall be conducted during low peak hours only (hereinafter defined as the hours between 0001 and 0600).

5.15 Compliance with Land Owners requirements

5.15.1 Access Seeker shall ensure that its employees, agents, contractors and servants observe and adhere at all times to the obligations and conditions imposed or shall be imposed by Keretapi Tanah Melayu Bhd (KTMB) or/and Petronas Gas Bhd (PGB), the landowner of the railway corridor and gas pipeline respectively, upon which the Towers and Cabins are erected and shall ensure its employees, servants, agents and contractors shall not do or omit to do anything which is in breach of such conditions and obligations as imposed by KTMB or PGB in relation to the use of the Cabin and Tower Space as Infrastructure Sharing.

5.16 Insurance

5.16.1 Access Seeker shall procure insurance at its own costs and expense to cover and protect Access Seeker's own goods, property and Equipment in near under over or outside the Cabin or Tower Space utilised as Infrastructure Sharing against theft, public liability, fire, property damage consequential loss and others and Access Seeker hereby agrees that it stores and/or use the Cabin or Tower Space at its sole risk and shall not hold Fiberail liable in the event Access Seeker suffers loss or damage as a result therefrom.

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ANNEXURE II

CHARGES AND CHARGING PRINCIPLES

CHARGES AND CHARGING PRINCIPLES FOR NETWORK FACILITIES AND NETWORK SERVICES

1. General

- 1.1 These Sections in Annexure II sets out the type of Charges and charging principles for the Facilities and Services provided by Fiberail to the Access Seeker.

2. Type of Charges

- 2.1 In consideration of the Access Provider's obligations in the provision of the Facilities and Services in the Access Agreement Access Seeker shall pay to Access Provider the following Charges:

Type of Services	Type of Charges	Details	Billing Cycle
Transmission Service	Recurring Charges	1. Rental	Monthly/Quarterly/Half Yearly
	One – Time Charges	1. Installation Charges 2. Interconnection Charges	Before Ready For Service Date
Infrastructure Sharing	Recurring Charges	1. Rental	Monthly/Quarterly
	One – Time Charges	1. Supervision Charges (These are Charges for supervision of works to be conducted by Access Seeker at the site of the specified network facility)	Before Handover Date and/or before Access Seeker commence work at site

- 2.2 The recurring Charges including rental Charges shall commence to be payable from the date Service is provided, and shall be paid according to the Billing Period elected by the Access Seeker in the Service Order Form and payments shall be made in advance on or before the payment periods.
- 2.3 In relation to rental Charges, Access Seeker shall also be liable to pay any government taxes (including sales tax) relevant to the Service provided it is legally required to be paid by the Access Seeker and utility charges imposed on utilization of the Infrastructure Sharing. Where applicable such taxes shall be added to the invoice and shall be paid to Fiberail at the same time as the relevant invoice is settled in accordance with Section 2.1 above.
- 2.4 In relation to the One –Time Charges for each Service, Access Seeker shall pay the Charges no later than the Ready For service Date or Handover Date, whichever is relevant.
- 2.5 All amounts payable by Access Seeker pursuant hereto shall be paid in full free and clear of all bank or transfer charges imposed by the Access Seeker bank(s) to such account(s) as Fiberail may by notice to Access Seeker designate without reduction for any deduction or withholding for or on account of any tax, duty or other charge of whatever nature imposed by any taxing authority. If Access Seeker is required by law to make any deduction or withholding from any payment hereunder, Access Seeker shall pay such additional amount to Fiberail so that after such deduction or withholding the net amount received by Fiberail will be not less than the amount Fiberail would have received had such deduction or withholding not been required. Access Seeker shall make the required deduction or withholding, shall pay the amount so deducted or withheld to the relevant governmental authority and shall promptly provide Fiberail with evidence of such payment.

- 2.6 Any type of Charges chargeable to the Access Seeker shall be determined and made known to the Access Seeker before the commencement of the Service and shall not be changed for the duration of the Service period unless mutually agreed between the Operators or unless provided otherwise in the Access Agreement.

3. Charging Principle on Rental

3.1 Transmission Service

3.1.1 The rental Charges for Transmission Service are charged according to the link from end-to-end of the Facilities or Services.

3.1.2 In relation to Transmission Service the rate of charge for rental are based on the following factors:

- (c) Capacity of the Bandwidth Services;
- (d) Straight line distance of the link in the Service;
- (e) Geographical location of the link in the Service; and
- (f) Required Service Availability for the link in the Service.

3.2 The rental Charges for Infrastructure Sharing are charged according to the type of Infrastructure Sharing provided to Access seeker. The rental rate shall be based on the following factors:

- (c) Size of the Shared Space;
- (d) Geographical location the Shared Space;
- (e) Type of utilities requirement at the Shared Space; and
- (f) Height of the Shared Space in the case of Tower Space.

4. Charging Principle on One- Time Charges

One-Time charges are installation charges, interconnect charges and supervision charges which may be charged to the Access Seeker in relation to the Service provided to the Access Seeker and such charges may vary from case to case depending on the extend and complexity of the work involved for the installation, interconnection or supervision work related thereto. Supervision charges are charged according to the number of times that supervision work is required of Fiberail or its contractor or agent on the works to be conducted by the Access Seeker at the site of the Shared Space.

5. Charging Principle For Service Outside Fiberail's Existing Network Topology

Any request for Service located outside of Fiberail's existing Network Topology and subsequently provided to the Access Seeker shall be subject to other charges including third party charges, if any.

6. Cancellation Charges

If Access Seeker cancels a confirmed order for a Service, Access Provider may impose a Seeker cancellation charges or variation of the order The charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:

- i. the sum of costs 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 in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,

The above is subject to Clause 2.10.5 (b) under **Schedule A of the Reference Access Offer.*

FIBERAIL'S CHARGES FOR TRANSMISSION SERVICE

1. Charges and Charging Principles

- 1.1 Transmission Services Supplied by Fiberail shall, only to the extent necessary, be subject to the Charges listed in herein below which shall be subjected to to the Commission Determination on the Mandatory Standard on Access Pricing duly declared by the Commission.
- 1.2 The Access Seeker will not be entitled to terminate any of the lease agreements in respect of any 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 Fiberail six (6) 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.

2. Fiberail's Payment Terms

- 2.1 The payment terms for Transmission Service is as follows:
 - (a) for the first year, one (1) year in advance; and
 - (b) for subsequent years, quarterly in advance.
- 2.2 The contract period for the lease agreement shall commence from the date of commissioning of the respective Transmission Service circuit.

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Table A: Rental Charges

*Trunk Transmission Service

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah & Sarawak			
1 Mbps	9	8	7
10 Mbps	86	78	71
100 Mbps	863	776	710
200 Mbps	1,726	1,551	1,421
500 Mbps	4,314	3,878	3,552
750 Mbps	6,472	5,817	5,327
1 Gbps	8,836	7,942	7,273
3 Gbps	26,508	23,825	21,820
5 Gbps	44,180	39,709	36,367
Between Peninsular Malaysia and Sabah & Sarawak			
1 Mbps	37	34	31
10 Mbps	371	340	315
100 Mbps	3,712	3,404	3,149
200 Mbps	7,423	6,808	6,298
500 Mbps	18,558	17,019	15,745
750 Mbps	27,837	25,529	23,617
1 Gbps	38,007	34,855	32,245
3 Gbps	114,022	104,565	96,734
5 Gbps	190,036	174,275	161,224
Installation (non-recurring charge)	426	447	469

*End-to-End Transmission Service

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah & Sarawak			
1 Mbps	105	106	106
10 Mbps	1,353	1,302	1,256
100 Mbps	2,130	2,000	1,895
200 Mbps	2,993	2,775	2,606
500 Mbps	5,582	5,102	4,737
750 Mbps	7,739	7,041	6,512
1 Gbps	10,103	9,166	8,459
3 Gbps	28,406	25,660	23,597
5 Gbps	46,076	41,543	38,144
Between Peninsular Malaysia and Sabah & Sarawak			
1 Mbps	134	133	132
10 Mbps	1,638	1,565	1,500
100 Mbps	4,979	4,628	4,334
200 Mbps	8,690	8,032	7,483
500 Mbps	19,825	18,243	16,930
750 Mbps	29,104	26,753	24,802
1 Gbps	39,274	36,079	33,430
3 Gbps	115,919	106,399	98,511
5 Gbps	191,934	176,109	163,001
Installation (non-recurring charge)	5,110	5,365	5,633

Disclaimer :

The price for the services offered above is subject to terms and conditions as follows :-

- The services only are applicable on SLA 99.0%
- No rebate applicable for the services offered
- The MTTR is on best effort 80% service restoration fulfillment within 24 hour and 90% service restoration fulfillment within 48 hour.
- The services are only applicable on circuits terminating at Fiberail's existing nodes as listed in item A and B under Annexure III.
- The price is not inclusive of internal cabling and cross connect charges to customer's equipment/premises.

Table B: Infrastructure Sharing

The rentals for Charges for Infrastructure Sharing Service are charged according to the price below subject to commercial negotiation:

Ringgit Malaysia per year per unit			
	2018	2019	2020
Physical Infrastructure Sharing:			
Dish	12,000.00	12,000.00	12,000.00
Antenna	18,000.00	18,000.00	18,000.00
Cabin:			
Full Cabin 12' x 12'	36,000.00	36,000.00	36,000.00
Half Cabin 6' x 12'	24,000.00	24,000.00	24,000.00

ANNEXURE III
EXISTING POIS/POPS LIST
LIST OF EXISTING NODES AND ADD DROPS ALONG FIBERAIL'S NETWORK FOR BANDWIDTH
SERVICES

ANNEXURE III

LIST OF FIBERAIL SITES IN KTM CORRIDOR

No	Site_Identification	Site_Name	Structure_Type	Dec_Lat	Dec_Long	TOWER (ft)
1	FPBR	Pdg Besar	Cabin	6.6651667	100.3203000	
2	FARU	Arau	Cabin	6.4298667	100.2688500	135
3	FALS	Alor Star	Cabin	6.1146500	100.3700500	135
4	FGRN	Gurun	Cabin	6.8200333	100.4785500	135
5	FSGP	Sg. Petani	Cabin	5.6433000	100.4904167	135
6	FPGT	Pinang Tunggal	Station	5.5580333	100.5029500	
7	FTKR	Tasek Gelugor	Station	5.4826500	100.4977333	
8	FBMJ	Bkt. Mertajam	Cabin	5.3614667	100.4611667	300
9	FBTW	Butterworth	Station	5.3891333	100.3713333	
10	FSPT	Simpang Empat	Station	5.2861833	100.4805833	
11	FNBT	Nibong Tebal	Station	5.1697000	100.4795833	
12	FPBT	Pt buntar	Station	5.1287333	100.4868667	
13	FBGS	Bgn. Serai	Station	5.0190167	100.5320500	
14	FTPG	Taiping	Cabin	4.8519333	100.7311000	135
15	FKKR	K. Kangsar	Cabin	4.7758000	100.9325167	135
16	FSGS	Sg. Siput	Cabin	4.8192500	101.0711000	135
17	FCMR	Chemor	Station	4.7218000	101.1222000	
18	FTGR	Tg. Rambutan	Station	4.6722167	101.1565333	
19	FTSK	Tasek	Station	4.6455000	101.1147500	
20	FIPH	Ipoh	Cabin	4.5969333	101.0726000	135
21	FBTG	Bt. Gajah	Station	4.4739333	101.0424667	
22	FMNR	Malim Nawar	Station	4.3482667	101.1160333	
23	FKPR	Kampar	Cabin	4.3031333	101.1528167	135
24	FTPR	Tapah Road	Station	4.1729167	101.1890167	
25	FBDR	Bidor	Station	4.1048500	101.2641667	
26	FSGI	Sungkai	Cabin	4.0037667	101.3032167	135
27	FSLR	Slim River	Station	3.8275000	101.4021333	
28	FTGM	Tg. Malim	Cabin	3.6826500	101.5201500	135
29	FKKB	Kuala Kubu Baru	Station	3.5620667	101.6307500	
30	FRWG	Rawang	Cabin	3.3189833	101.5749167	250
31	FKNG	Kuang	Station	3.2575333	101.5551833	
32	FKPG	Kepong	Station	3.2027833	101.6386333	
33	FNCC	KTM KL	Station	3.1391833	101.6928167	
34	FSTL	Sentul	Station	3.1838667	101.6891500	
35	FPLG	Petaling	Station	3.0858833	101.6642333	135
36	FSTJ	Setia Jaya	Station	3.0837333	101.6115833	
37	FSBJ	Subang Jaya	Station	3.0845500	101.5875833	
38	FSSG	Sri Subang	Station	3.1139667	101.5631667	
39	FBTA	Batu tiga	Station	3.0758333	101.5598167	
40	FSHM	Shah Alam	Station	3.0556500	101.5245333	
41	FPDJ	Pdg Jawa	Cabin	3.0519667	101.4925500	300
42	FKLG	Klang	Cabin	3.0430333	101.4500167	150
43	FJLK	Jalan Kastam	Cabin	3.0131500	101.4021500	135
44	FPLK	Pelabuhan Klang	Station	2.9998000	101.3911333	
45	FPKU	Pelabuhan Klang	Station	3.0151333	101.3670333	
46	FSDG	Serdang	Station	3.0232333	101.7160500	30
47	FKJG	Kajang	Cabin	2.9838500	101.7916667	150
48	FBGS	Bangi	Station	2.9061333	101.7863333	
49	FBNR	Btg Benar	Cabin	2.8306000	101.8273000	150
50	FLBU	Labu	Station	3.7541667	101.8264667	
51	FSBN	Seremban	Cabin	2.7190833	101.9408667	250
52	FSLU	Siliau	Station	2.5859333	101.9044667	

53	FTPM	Tapis Minyak	Cabin	2.5233833	101.8235000	
54	FPDN	Pt Dickson	Station	2.5217333	101.7953833	
55	FRBU	Rembau	Station	2.5930500	102.0947833	
56	FTPN	Tampin	Cabin	2.4641667	102.2257167	135
57	FTBG	Tebong	Station	2.4321167	102.3374167	
58	FBGM	Btg. Melaka	Station	2.4749167	102.4190333	
59	FAKG	Air kuning	Station	2.5085000	102.4829167	
60	FGMS	Gemas	Cabin	2.5797833	102.6110833	300
61	FBTM	Bt Annam	Station	2.5816333	102.7023667	
62	FSGT	Segamat	Cabin	2.5065667	102.8142167	135
63	FGNG	Genuang	Station	2.4884167	102.8845833	
64	FTNG	Tenang	Station	2.4651167	102.9571000	
65	FLBS	Labis	Cabin	2.3836667	103.0196167	135
66	FBKK	Bekok	Station	2.2956500	103.1295167	135
67	FPLH	Paloh	Station	2.1865833	103.1943000	
68	FKLU	Kluang	Cabin	2.0332333	103.3175167	135
69	FMGK	Mengkibol	Station	1.9758500	103.3341000	
70	FRGM	Renggam	Station	1.8856833	103.4035667	
71	FLYG	Layang Layang	Station	1.8137833	103.4750667	
72	FSDK	Sedenak	Cabin	1.7132833	103.5299000	135
73	FKLI	Kulai	Station	1.6633833	103.6000500	
74	FKMP	Kempas	Cabin	1.5356000	103.7215500	135
75	FPTG	Plentong	Cabin	1.5297833	103.8093333	200
76	FPDG	Pasir Gudang	Cabin	1.4481000	103.9252000	150
77	FJBU	Johor Baru	Station	1.4625833	103.7652000	
78	FBHU	Bahau	Cabin	2.8092000	102.4052833	135
79	FKMY	Kemayan	Cabin	3.1358500	102.3705667	
80	FTRG	Triang	Station	3.2457833	101.4110667	
81	FMKB	Mentakab	Cabin	3.4844833	102.3434667	80
82	FKKU	Kuala Krau	Station	3.7094167	102.3671000	
83	FJRT	Jerantut	Station	3.9357167	102.3582333	
84	FMLA	Mela	Station	4.0753333	102.2714500	
85	FKBT	Kerambit	Station	4.1167500	102.1995500	
86	FKLP	Kuala Lipis	Station	4.1866333	102.0535333	
87	FPTU	Pdg. Tungku	Station	4.2329833	101.9906833	
88	FSGM	Sg. Temau	Station	4.4894833	101.9449000	
89	FMPH	Merapoh	Station	4.6935000	102.0027167	
90	FGMG	Gua Musang	Cabin	4.8830167	101.9689333	60
91	FLKI	Limau Kasturi	Station	5.0793000	102.0692667	
92	FBBU	Bertam Baru	Station	5.1434833	102.0455500	
93	FKMB	Kemubu	Station	5.3000000	102.0201167	
94	FDBG	Dabong	Station	5.3767167	102.0102167	
95	FBKU	Bkt. Abu	Station	5.3721500	102.0852167	
96	FMNU	Manek Urai	Station	5.3910500	102.2323667	
97	FKKI	Kuala Krai	Station	5.5301000	102.2031833	80
98	FTNM	Tanah Merah	Station	5.8056333	102.1466333	80
99	FPMS	Pasir Mas	Station	6.0419667	102.1425333	
100	FRPJ	Rantau Panjang	Station	6.0224333	101.9761667	
101	FWKB	Wakaf Baru	Station	6.1188667	102.2006000	
102	FTPT	Tumpat	Station	6.1996333	102.1674333	
103	FBCV	Batu Caves	Cabin	3.2394320	101.6804340	135

LIST OF FIBERAIL SITES IN GAS CORRIDOR AND THIRD PARTY BUILDING

No	Site_Identification	Site_Name	Region	Structure_Type	Dec_Long	Dec_Lat
1	CABIN BKH	Bkt. Kayu Hitam	Northern	CABIN	100.419200°	6.505134°
2	OFFICE BKH	Bkt. Kayu Hitam	Northern	SHOP LOT	100.418694°	6.504408°
3	STN ML424	Changlun	Northern	STATION	100.451761°	6.446189°
4	STN ML423	Jitra	Northern	STATION	100.453944°	6.255135°
5	STN ML422		Northern	STATION	100.535143°	5.999023°
6	STN ML421	Pendang	Northern	STATION	100.533045°	5.938161°
7	STN ML420	Gurun	Northern	STATION	100.527709°	5.830387°
8	STN ML419	Ldg Kosak	Northern	STATION	100.529011°	5.762686°
9	STN ML418	Kg Sg Pasir	Northern	STATION	100.553407°	5.615976°
10	STN ML417	Lunas	Northern	STATION	100.526194°	5.441017°
11	STN ML416	Junjung	Northern	STATION	100.540991°	5.312846°
12	STN ML415	Kg Sg Duri	Northern	STATION	100.537259°	5.207518°
13	STN ML414	Kg Semambu	Northern	STATION	100.555700°	5.039100°
14	STN ML413	Kg Matang Batu	Northern	STATION	100.668672°	4.873723°
15	STN ML412	Trong	Northern	STATION	100.699905°	4.710899°
16	STN ML411		Northern	STATION	100.685272°	4.520203°
17	STN ML410	Ckt Keruing	Northern	STATION	100.716911°	4.398527°
18	STN ML409	Ayer Tawar	Northern	STATION	100.732194°	4.306286°
19	STN ML408	Lumut/Sitiawan	Northern	STATION	100.740785°	4.197292°
20	OFFICE AYER TAWAR	Ayer Tawar	Northern	SHOP LOT	100.753043°	4.293572°
21	UTP	Universiti Teknologi Petronas	Northern	BUILDING	100.969610°	4.381891°
22	STN ML407		Northern	STATION	100.866770°	4.049951°
23	STN ML406	Ldg Jenderata	Northern	STATION	100.955920°	3.913930°
24	STN ML405	Sg Besar	Northern	STATION	101.047308°	3.708327°
25	STN ML404		Northern	STATION	101.158943°	3.531234°
26	STN ML403	K Selangor	Northern	STATION	101.300542°	3.408423°
27	STN ML402	Ijok	Northern	STATION	101.350892°	3.306643°
28	STN MTBE	MTBE CG	Northern	STATION	103.378799°	3.967853°
29	STN ML401	Kapar	Northern	STATION	101.372894°	3.211266°
30	Menara Ansar	Johor Baru	Southern	BUILDING	103.762737°	1.460188°
31	VALVE 336		Southern	STATION	103.828260°	1.507408°

32	STN ML350	Plentong	Southern	STATION	103.838872°	1.508953°
33	STN ML310	Desa Cemerlang	Southern	STATION	103.815149°	1.568751°
34	STN ML309	Senai	Southern	STATION	103.718774°	1.588795°
35	STN ML308	Kulai	Southern	STATION	103.614400°	1.679930°
36	VALVE 307		Southern	STATION	103.501893°	1.800476°
37	STN ML306	Renggam	Southern	STATION	103.410608°	1.890009°
38	STN ML305	Kluang	Southern	STATION	103.273187°	2.013930°
39	STN ML303	Labis	Southern	STATION	103.032410°	2.369200°
40	STN ML302	Kg Tenang	Southern	STATION	102.980297°	2.446613°
41	STN ML301	Bt Siput	Southern	STATION	102.858799°	2.465848°
42	STN ML300-1	Segamat	Southern	STATION	102.799550°	2.566450°
43	STN TG KLING	Melaka	Southern	STATION	102.074268°	2.432091°
44	STN TG GEMOK	Pt Dickson	Southern	STATION	101.987072°	2.501392°
45	TMN YAYASAN	Segamat	Southern	STATION	102.791495°	2.547134°
46	STN MELREF	Petronas Melaka Refinery	Southern	STATION	102.143207°	2.269113°
47	STN ML251	Seliau	Central	STATION	101.843423°	2.541914°
48	STN ML212		Central	STATION	101.444117°	3.108870°
49	STN ML211	Batu Tiga CG	Central	STATION	101.567892°	3.084707°
50	STN ML210	Puchong	Central	STATION	101.615472°	2.979796°
51	STN ML209A	KVDT	Central	STATION	101.660942°	2.956592°
52	STN ML209	Dengkil	Central	STATION	101.691247°	2.859182°
53	STN ML208	Labu	Central	STATION	101.829714°	2.738537°
54	STN ML207	Rasah	Central	STATION	101.929121°	2.675767°
55	STN ML206	Pedas	Central	STATION	102.057106°	2.635043°
56	STN ML205A	Ulu Sepri	Central	STATION	102.097701°	2.607220°
57	STN ML205	Kg Gadong	Central	STATION	102.175680°	2.520164°
58	CCC	Cyberjaya	Central	BUILDING	101.660599°	2.928780°
59	FEDB ASTRO	TPM Bukit Jalil	Central	FEDB	101.702041°	3.050233°
60	PTT1	KLCC tower 1	Central	BUILDING	101.711361°	3.157278°
61	PTT2	KLCC tower 2	Central	BUILDING	101.712227°	3.158070°
62	FEDB JELATEK	Jalan Jelatek	Central	FEDB	101.734678°	3.167606°
63	MH STONOR	Jalan Setonor	Central	BUILDING	101.717810°	3.152124°
64	GE MALL	GE Mall Ampang	Central	BUILDING	101.736821°	3.160130°
65	CITIBANK	CT Bank Jalan Ampang	Central	BUILDING	101.718980°	3.159635°

66	BINJAI	Binjai Tower Jalan Binjai	Central	BUILDING	101.719461°	3.159050°
67	GTOWER	G Tower Jln Tun Razak	Central	BUILDING	101.719862°	3.159337°
68	AIMS	AIMS Jln Raja Chulan	Central	BUILDING	101.706212°	3.149473°
69	ICON	Menara ICON Jln Tun Razak	Central	BUILDING	101.722274°	3.156486°
70	INTERMARK	Intermark Jln Tun Razak	Central	BUILDING	101.720101°	3.161807°
71	IMC	Menara IMC Jln Sultan Ismail	Central	BUILDING	101.706674°	3.155293°
72	JW MARIOT	JW marriot Jln Bkt. Bintang	Central	BUILDING	101.713835°	3.147558°
73	ETIQA	Etiqa Building Jln Pinang	Central	BUILDING	101.710986°	3.154166°
74	LGM	LGM , Jln Ampang	Central	BUILDING	101.711451°	3.159874°
75	FSBNCC	KTM KL	Central	BUILDING	101.694173°	3.142104°
76	UIA GOMBAK	UIA Gombak	Central	BUILDING	101.730490°	3.251341°
77	MH YAP KWAN SENG	Jln Yap Kwan Seng	Central	MANHOLE	101.716029°	3.163771°
78	STN ML204	Pulau Sebang Melaka	Eastern	STATION	102.266011°	2.457300°
79	STN ML203	Air Kuning	Central	STATION	102.457746°	2.505291°
80	STN ML202	Gemas	Central	STATION	102.579883°	2.582131°
81	STN ML201	Bt Annam	Central	STATION	102.710706°	2.559882°
82	STN ML119	Cherating Kuantan	Eastern	STATION	102.770177°	2.599592°
83	STN ML118		Eastern	STATION	102.881810°	2.664680°
84	STN ML117		Eastern	STATION	102.928660°	2.856920°
85	STN ML116	Kg Bt Ridan	Eastern	STATION	103.044755°	3.034167°
86	STN ML115A		Eastern	STATION	103.073902°	3.081538°
87	STN ML115		Eastern	STATION	103.139575°	3.207186°
88	STN ML114	Ldg Sg Jering	Eastern	STATION	103.105139°	3.403575°
89	STN ML112A		Eastern	STATION	103.095976°	3.527761°
90	STN ML112	Kuantan CS	Eastern	STATION	103.174517°	3.763358°
91	STN ML110	Jabor	Eastern	STATION	103.355255°	3.949678°
92	STN ML109	Cherating	Eastern	STATION	103.373370°	4.124170°
93	STN ML108	Tlk Kalong	Eastern	STATION	103.440347°	4.316798°
94	STN ML107		Eastern	STATION	103.448668°	4.376477°
95	STN ML106		Eastern	STATION	103.432911°	4.423220°
96	STN ML105	Kertih CG	Eastern	STATION	103.418666°	4.483498°
97	STN ML103		Eastern	STATION	103.420487°	4.538336°
98	STN ML102		Eastern	STATION	103.441553°	4.557632°
99	STN KRO	Kerteh Regional Office Petronas	Eastern	STATION	103.441300°	4.455100°

100	STN KOCC	Kerteh	Eastern	STATION	103.441709°	4.518504°
101	STN BV 134		Eastern	STATION	102.953328°	2.927978°
102	SRO	PGB Seremban Regional Office	Southern	STATION	102.002534°	2.662832°
103	PetFet Kdh	Fertilizer Kedah	Northern	STATION	100.514567°	5.830458°
104	ML417	Lunas	Eastern	STATION	100.526062°	5.440865°
105	ML208A	Nilai City Gate	Eastern	STATION	101.759754°	2.789214°
106	Jitra Regn		Northern	STATION	100.300895°	6.656202°
107	STN BKTJRG	Bkt Jerung	Eastern	STATION	103.124300°	5.151800°
108	PERWAJA MS		Eastern	STATION	103.391014°	4.516826°
109	PAKA YTL	Paka	Eastern	STATION	103.434783°	4.596196°
110	PAKA TNB	Paka	Eastern	STATION	103.442795°	4.590591°
111	KuantanOff	Bdr Indera Mahkota Kuantan	Eastern	SHOP LOT	103.278961°	3.822673°
112	GPPA	Gas Processing plant A	Eastern	BUILDING	103.377544°	4.653255°
113	OFFICE PAKA	Paka	Eastern	BUILDING	103.440793°	4.624186°
114	UMNO MARANG	Bangunan UMNO Marang	Eastern	FEDB	103.205577°	5.206933°
115	STN ML111	Indera Mahkota Kuantan	Eastern	STATION	103.276700°	3.832578°
116	STN SOC		Southern	STATION	102.800945°	2.575483°
117	A2 JUNCTION	Kerteh	Eastern	STATION	103.435592°	4.588179°

ANNEXURE IV
SERVICE ORDER FORM TEMPLATE

--End of Page--



SERVICE ORDER FORM

FIBERAIL SDN BHD. 7TH FLOOR WISMA TM, JALAN DESA UTAMA, PUSAT BANDAR TAMAN DESA, 58100 KUALA LUPUR

SERVICE ORDER FORM NO		QUOTATION NO		
SERVICE ID NO		CONTRACT PERIOD		
RFS		BILLING FREQUENCY		
WORK ORDER NO		BUSINESS MANAGER		
TYPE OF ORDER		EMAIL ADDRESS		
SOF TITLE		MOBILE NO		

CUSTOMER INFORMATION		BILLING INFORMATION	
COMPANY NAME		COMPANY NAME	
CONTRACT NO / PO NO.		PERSON IN CHARGE	
BUSINESS REG NO		EMAIL ADDRESS	
REGISTERED ADDRESS		BILLING ADDRESS	
TELEPHONE NUMBER		TELEPHONE NUMBER	
MAIN TELEPHONE/ FAX NO.		FAX NUMBER	

SERVICE INSTALLATION DETAILS			
SITE A		SITE B	
INSTALLATION ADDRESS		INSTALLATION ADDRESS	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE / FAX NO.		TELEPHONE / FAX NO.	
EMAIL ADDRESS		EMAIL ADDRESS	
PORT SPEED (Bits)		PORT SPEED (Bits)	
INTERFACE TYPE		INTERFACE TYPE	
EQUIPMENT SETTING		EQUIPMENT SETTING	

SERVICE CHARGES				REMARK	
SERVICE ID					
PRODUCT					
CAPACITY					
TYPE OF CHARGES	CHARGES	GST	TOTAL		
ONE TIME CHARGES (OTC)				CUSTOMER ORDER CONFIRMATION	
MONTHLY CHARGES					
TOTAL ANNUAL RENTAL					
CONTRACT PERIOD				I/We wish to subscribe the above service provided by FIBERAIL SDN BHD and that the information furnished by me/us in this form is true and valid. We agree to be bound by the TERMS AND CONDITIONS stated in the AGREEMENT (as referred above) or any amendment made thereto. We further acknowledged that we may be subject to cancellation charges at the sole discretion of FIBERAIL SDN BHD if we cancelled this SERVICE ORDER FORM after your acceptance.	

TAXATION:
1) Fiberail's Sales and Service Tax Registration No :W10-1808-31029304 (Service Tax Act 2018)

FIBERAIL ORDER ACCEPTANCE	
We acknowledge and accept your subscription for the service with the terms and conditions set out in this SERVICE ORDER FORM.	
NAME	AUTHORISED SIGNATURE AND DATE
POSITION	OFFICIAL BUSINESS STAMP

NAME	
POSITION	
	AUTHORISED SIGNATURE AND DATE
	OFFICIAL BUSINESS STAMP

Terms and Conditions of the Service Order Form ("SOF")

1. DEFINITIONS

"Agreement" means the agreement for Services made between Fiberail Sdn Bhd ("FSB") and the party described overleaf ("the Customer") for the provisioning of Bandwidth Services as detailed overleaf ("Services"). the Customer in accordance with these terms and conditions and the SOF.

"Term" means the contract term stipulated overleaf.

"SOF" means the service order form duly completed by the Customer to subscribe to the Services, which has been accepted by FSB, the form and content of which are set out overleaf.

2. TERM

This Agreement shall commence upon acceptance of the SOF and shall be in force and in effect unless earlier terminated in accordance with the provisions herein.

3. PAYMENT

3.1 Upon submission of SOF, the Customer shall pay FSB a non refundable sum equivalent to one (1) month Fees being the advanced payment for the first month fees. The monthly chargers ("Fees") shall be payable by the Customer monthly in advance immediately upon completion of the commissioning test as notified by FSB. All Fees are due thirty (30) days from the date of invoice.

3.2 In the event of any Fees or chargers remaining unpaid after becoming due, Interest will be imposed at the rate of 8% per annum calculated daily from the due date until full settlement.

4. READY FOR SERVICE

Subject to Clause 3.1 above, the Services shall be Ready For Service on the Ready For Service Date, which shall be the date as stipulated overleaf **OR** any other date mutually agreed in writing by the parties ("Commencement Date").

5. CUSTOMER'S RESPONSIBILITIES

5.1 The Customer shall not do or permit to be done anything which may infringe or violate any law or regulations pertaining to the utilization of the Services and to be solely liable and responsible for any infringement or violation against such laws or regulations and to fully indemnify FSB and keep FSB indemnified in respect thereof.

5.2 The Customer shall not do or permit anything to be done to damage FSB's equipment or any part thereof or cause a disruption to any services that FSB may be able to provide to other third parties and to fully indemnify FSB and keep FSB indemnified in respect thereof.

5.3 The Customer shall procure the necessary licenses, permissions for FSB or its authorized agents to enter upon the Customer's premises to carry out such works necessary to install the Services.

5.4 The Customer shall not do or permit anything to be done to damage FSB's equipment or any part thereof or cause a disruption to any services that FSB may be able to provide to other third parties and to fully indemnify FSB and keep FSB indemnified in respect thereof.

6. FSB'S RESPONSIBILITIES

FSB shall be responsible for the installation and commissioning of the Services for each transmission link. Upon such installation and commissioning FSB shall carry out the Acceptance Tests to establish whether the Services in respect of each Transmission Link are Ready For Service. FSB shall issue Acceptance Certificates to the Customer when FSB considers the Acceptance Tests have been successfully concluded and the Customer shall within five (5) calendar days there from, notifies FSB that its own testing have failed due to a problem with such Service and provides FSB with a detailed technical report on such testing or signs acceptance on the Acceptance Certificate, whichever is relevant, failing which the Service shall be Ready For Service and the Acceptance Certificate deemed accepted. If, however, the Customer does so notify FSB then FSB shall either replace or repair, at its sole option, such Service or any part thereof and repeat the Acceptance Tests until they are successfully concluded.

7. TERMINATION

7.1 The Customer shall not be entitled to terminate this Agreement at any time during the term.

7.2 In the event this Agreement is earlier terminated due to a default of the Customer or the Customer cancels a Service prior to the expiration of the Term for that Service, the Customer shall upon demand pay FSB the entire Fees for the Term, being liquidated ascertained damages (LAD) for early termination or cancellation charges as the case may be. When calculating the LAD, credit shall be given for the Fees paid up to termination of Agreement or cancellation of Service as the case may be.

7.3 Where the introduction, imposition or variation of any law, order, rule, regulation or official directive whether or not having the force of law) or any change in the interpretation or application thereof makes it apparent that it will be unlawful to permit FSB to lease and/or use any of its services for any reason whatsoever, either Party shall have the right at its absolute discretion to forthwith terminate this Agreement or the Parties may mutually agree to change the terms of this Agreement to avoid breaching any such law, order, regulation or official directive.

7.4 The Customer shall upon the termination or expiry of this agreement remove its equipment from FSB network at its own costs and expenses.

8. FORCE MAJEURE

8.1 FSB shall not be liable for any breach of this Agreement caused by Act of God, war or military operations, national or local emergency, acts or omission of the Government, highway authorities or other competent authority, industrial disputes of any kind, fire, lighting or explosion, flood, subsidence, inclement weather, acts or omission of persons or bodies for whom FSB is not responsible which includes but is not limited to, third party operators whom FSB may use in order to provide the Services, or any other cause whether similar or dissimilar outside FSB's reasonable control. In such circumstances, the FSB's obligations contained herein shall be suspended for a period corresponding to the duration of the Force Majeure.

8.3 In the event the Services or any part thereof suspended pursuant to clause 9.1 above, the Fees payable shall be suspended for the affected Services or any part thereof but the Customer shall be liable to pay the Fees and all other charges invoiced for the Services preceding the effective date of the suspension.

8.4 Notwithstanding the foregoing, should the Force Majeure prevail for a continuous period exceeding thirty (30) days or for a cumulative period exceeding two (2) months in the Term, FSB may terminate this Agreement with immediate effect by notice in writing to the Customer.

9. LIMITATION OF FSB'S LIABILITY

FSB shall not be liable in any manner whatsoever to the Customer or any third party claiming through the Customer for any loss profits goodwill special or consequential or economic loss whether direct or indirect howsoever suffered by the Customer or any third party authorized by the Customer, even if such loss is reasonably foreseeable or FSB has been informed by the Customer of the possibility of the Customer incurring the same.

10. INDEMNITY

The Customer hereby agree to indemnify and against any proceeding, loss, expense, claim, penalty or liability whatsoever, (whether arising under any statute or common law), in respect of any death, injury or damage to any person or property, or infringement of intellectual property rights of FSB, arising out of or due to the acts and/or omissions (whether wilful or otherwise) of the Customer, and/or the Customer's servants, agents, employees or permitted sub-contractors.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia

12. SEVERABILITY

If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and unenforceability of the remaining provisions shall not be effected or impaired in any way and such invalid, illegal or unenforceable provisions shall be deemed deleted.

13. ASSIGNMENT

The Customer shall not be allowed or permitted to assign or transfer any or part of their rights and obligations without the prior written consent of FSB.

14. MISCELLANEOUS

14.1 All Appendixes to this Agreement and all certificates and other agreement delivered pursuant to this Agreement shall form part of this Agreement.

14.2 The Customer shall immediately inform FSB of any changes in the particulars of the SOF.