

FIBERAIL SDN. BHD.

REFERENCE ACCESS OFFER

Version 1.0 of 2023

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CHAPTER 1 – INTRODUCTION, BACKGROUND AND SCOPE

1.1 Preliminary

1.1.1 This Reference Access Offer (“RAO”) 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”).

This RAO is established in adherence to:

- a) the Commission Determination on Access List (Determination No. 6 of 2021) which came into effect on 15th December 2021 (“the Access List Determination”); and
- b) Sub-Clause 5.3.3 of the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022) which came into effect on 1st November 2022 (“the MSA Determination”).

Commencing from 15th March 2023, Fiberail is hereby revising the RAO to be in accordance with the Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2023).

1.1.2 This RAO sets out as follows:

- (a) Main Text of which consist of 4 Chapters; and
- (b) Schedules, Annexure and relevant Appendixes.

1.2 Scope of Fiberail’s RAO

1.2.1 Fiberail is a licensed individual network facilities and network services provider under the Act. Pursuant to Sub-Clause 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.

1.2.2 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.

1.2.3 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to Fiberail’s RAO.

1.2.4 Fiberail considers Fiberail’s RAO to be consistent with:

- (a) the Standard Access Obligations stipulated under Clause 5 of the MSA Determination and Section 149 of the Act; and
- (b) the principles of non-discrimination stipulated under Sub-Clauses 4.1.5 and 4.1.6 of the MSA Determination.

- 1.2.5 For clarity, 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.
- 1.2.6 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.
- 1.2.7 Fiberail's RAO contains terms and conditions for the following facilities and services:
- (a) End-to-End Transmission Service; and
 - (b) Infrastructure Sharing.

1.3 Additional Services

- 1.3.1 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.

1.4 Effective Date of Fiberail's RAO

1.4.1 Commencement and Duration of Fiberail's RAO

- a) Fiberail's RAO comes into force and takes effect immediately from the date referred to in Clause 1.1 and continues until the earlier to occur of:
 - i. Review; or
 - ii. the withdrawal of Fiberail's RAO in accordance with the terms of Fiberail's RAO.
- b) 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.

1.4.2 Amendment to Fiberail's RAO

- a) 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:

- i. the Access Seeker who is being provided with access to Facilities and/or Services under the existing RAO; and
- ii. 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.

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

- a) 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.
- b) Fiberail shall comply with Sub-Clauses 7.4.2 and 7.4.3 of the MSA Determination where it withdraws or varies Fiberail's RAO pursuant to Sub-Clause 1.4.3 (a).
- c) In addition to Sub-Clause 1.4.3(b) 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 affect such variations that are necessary or appropriate in the event of:
 - i. the occurrence of a Legislative Event that materially affects the rights or obligations of Fiberail under Fiberail's RAO; or
 - ii. the occurrence of a Regulatory Event that relates to Fiberail; or
 - iii. a review by the Commission of the MSA Determination pursuant to Clause 7.5 of the MSA Determination.
- d) Notwithstanding Sub-Clauses 1.4.3(a) to 1.4.3(c) above, Fiberail may, subject to Sub-Clause 1.4.2 above, replace Fiberail's RAO at any time.

1.4.4 Availability

- a) Subject to Sub-Clause 1.4.4(b), Fiberail's RAO shall be made available to an Access Seeker:
 - i. on written request, at Fiberail's principal place of business; and
 - ii. on a publicly assessable website.
- b) 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 Fiberail.

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. 6 of 2021) 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 Sub-Clause 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 favor of Fiberail by a licensed bank in Malaysia approved by the Fiberail pursuant to Clause 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 an 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 License(s).

“**Confidentiality Agreement**” means a confidentiality agreement entered into between Fiberail and the Access Seeker in accordance with Sub-Clause 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 Clause 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 5 (15) 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 stated otherwise.

“**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 Clause 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.

“**License**” means an individual license 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 Digital 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 Fiberail’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 Sub-Clause 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’s RAO unless otherwise provided.

“**Security Sum**” means the security in the form of a Bank Guarantee, deposited with Fiberail in accordance with Clause 4.3 of Fiberail’s RAO.

“**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 novation 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

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 Fiberail's RAO applies only to the Facilities and/or Services listed out in Sub-Clause 1.2.7 of this RAO.
- 3.1.3 The general terms for access to Fiberail's Facilities and Services are set out in the remaining Clauses of this Chapter 3.
- 3.1.4 Chapter 4 sets out the Access Request Procedures for accessing Fiberail's Facilities and Services covered in this RAO.
- 3.1.5 The obligations on forecast, ordering and provisioning for Fiberail's Facilities and Services under this RAO are set out in **Schedule A**.
- 3.1.6 The obligations on billing and settlement for Fiberail's Facilities and Services under this RAO are set out in **Schedule B**.
- 3.1.7 The obligations on technical and network operational matters for Fiberail's Facilities and Services under this RAO are set out in **Schedule C**.
- 3.1.8 Other relevant details for Fiberail's Facilities and Services covered in this 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 License(s) granted (and the license 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 listed in this RAO.
- 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 license; and
 - (ii) an individual network services provider license; and
 - (iii) an individual content applications service provider license;
- and such individual licenses 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 area 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.

3.3 Principles of Non-Discrimination

- 3.3.1 Consistent with Section 149 of the Act, Facility and/or Services provided by Fiberail in this RAO shall be: -
- (a) of at least the same or more favorable technical standard and quality as the technical standard and quality provided on Fiberail's Facilities and/or Services; and
 - (b) on an equitable and a non-discriminatory basis.
- 3.3.2 However, nothing in this RAO shall limit the Access Seeker's ability to request and agree on access to Fiberail's Regulated Facilities and/or Services that are either superior or inferior in technical standard and/or quality to that provided in this RAO, subject to agreement by both Operators.

3.4 Dispute Resolution

- 3.4.1 Each party shall use all reasonable endeavors 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

- 3.5.1 An Operator must protect from disclosing any confidentiality information provided by another Operator 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 to 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 Sub-Clause 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 licenses 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 Clause 4.2;
 - (k) be accompanied by a Security Sum as set out in Clause 4.3;
 - (l) contain Insurance Information as set out in Clause 4.4;

- (m) contain relevant technical information relating to the interface standard 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 is information which are publicly available.

4.2.2 The Creditworthiness information shall commensurate with an estimated value of the access to the Facilities and/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 in accordance with Fiberail's security policy and shall commensurate with: -

- (a) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
 - i. for Facilities and/or Services with a minimum period of access, a maximum of six (6) months for those Facilities and/or Services; and
 - ii. for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services.
- (b) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- (c) security previously reasonably required by Fiberail

4.4 Insurance Information

4.4.1 Subject to Sub-Clause 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 Sub-Clause 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

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 Sub-Clause 4.5.2, 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 and/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 Clause 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 Sub-Clause 4.5.1 upon receipt of such additional information.

4.5.2 Non-refundable resource

- (a) In accordance with Sub-Clause 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 or 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.
- (b) 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 insufficient 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.

- (c) 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

Without limiting any other grounds that may be relied upon under the Act, Fiberail may refuse to accept an Access Request for the supply of a Facility or Service and accordingly may refuse to supply that Facility or Service to the Access Seeker for any of the following reasons:

- (a) In Fiberail's reasonable opinion, the Access Request does not contain the information reasonably required by Fiberail's RAO provided that Fiberail has sought the information from the Access Seeker under Sub-Clause 4.5.1 and has not received that information within twenty (20) Business Days of making such a request;
- (b) Fiberail does not currently supply or provide access to the requested Facilities or Services to itself or to any third parties, except where the Access Seeker compensates Fiberail for the supply of access to such Facilities or Services;
- (c) It is not technically feasible to provide access to the requested Facilities or Services;
- (d) Fiberail has insufficient capacity to provide the requested Facilities or Services;
- (e) There are reasonable grounds in Fiberail's opinion to believe that the Access Seeker would fail, to make timely payment for the supply of the relevant Facility or Service; or
- (f) There are reasonable grounds in Fiberail's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities or Services; or
- (g) There are reasonable grounds for Fiberail to refuse access in the national interest; or

- (h) The access is being sought to facilities and/or services which are not in the Access List Determination.

4.6.2 Determination of technical infeasibility

For the purpose of Sub-Clause 4.6.1(c), Fiberail shall not reject or refuse an Access Request on the grounds of technical infeasibility unless Fiberail establishes that there are substantial technical or operational concerns preventing the fulfillment of the Access Request. The following matters shall be considered in determining whether access is technical feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by Fiberail except that space or site concerns may be considered in circumstances where there is no possibility of expanding the space available on the relevant site;
- (b) any requirement for Fiberail 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 Fiberail asserts that meeting the Access Request would have an adverse impact on network reliability, Fiberail 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) Fiberail must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this sub-Clause) improvements that would allow Fiberail 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 Sub-Clause 4.6.1(d), Fiberail may only refuse an Access Request on the ground that Fiberail has insufficient capacity or space under sub-Clause 4.6.1(d) of this RAO where Fiberail 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 Fiberail 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, Fiberail must promptly inform the Access Seeker and, if required by the Access Seeker, re-consider the Access Request in accordance with Clause 4; and
- (c) in the case of both Sub-Clauses 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 Sub-Clause 4.6.1(e) 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.

Example of reasonable grounds for Fiberail's belief as mentioned in Sub-Clause 4.6.1(f) 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

In determining the creditworthiness of the Access Seeker, Fiberail

- (a) may have regard to, but is not limited to, the matters referred in Clause 4.2, but
- (b) shall not take into account amounts outstanding for Facilities and/or Services previously provided by Fiberail to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facilities and/or Services, 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 Sub-Clause 4.5.1, as the case may be;
- (b) provide reasons for rejection under Sub-Clause 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 Sub-Clause 4.6.1(d), 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 Sub-Clause 4.7.1(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 and/or Services to the Access Seeker in accordance with Fiberail's RAO, Fiberail shall within ten (10) Business Days of such response under Sub-Clause 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 Sub-Clauses 5.4.1 to 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 Facilities and/or Services until 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 Sub-Clause 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 or 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 Sub-Clause 4.1.3(e)) 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 Facilities and/or Services until 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.

4.10 Notices

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

Attention: Legal & Regulatory Unit
Business Strategy & Management ("BSM") division

Address: Level 1 (Right Wing), Coplace 11,
Block 2340, Century Square,
Jalan Usahawan, Cyber 6,
63000 Cyberjaya
Selangor Darul Ehsan.

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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 Fiberail incurs significant costs to ensure that access can be provided in accordance with the Forecast, then Fiberail 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 Obligations”) below shall apply.

1.3 Forecast Request

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

- (a) The capacity of Facilities and/or Services which the Access Seeker seeks;
- (b) The total period of time covered by each Forecast shall be twelve (12) months;
- (c) The minimum intervals or units of time to be used in making the Forecast is twelve (12) months unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities and/or Services;
- (d) The network area or operational area 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 Fiberail reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker.

1.4 Response to Forecast

Fiberail must notify the Access Seeker within five (5) Business Days of receiving the Forecast whether or not the Forecast is in compliance with the Forecast Request.

1.5 Time for Acceptance or Rejection

Fiberail must notify the Access Seeker of any acceptance or rejection within fifteen (15) Business Days of receipt of the relevant forecast.

Any notice of rejection must specify the grounds of the 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 a Forecast

The Access Seeker may reconsider its Forecasts following a rejection notice. Within twenty-one (21) Business Days of receipt of the rejection 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 concern, failing which the Forecast are deemed to be rejected by Fiberail.

If the Access Seeker confirms its Forecast within twenty-one (21) Business Days, Fiberail will reconsider the Forecast and respond in the manner specified in Clause 1.4 ("Response to Forecast") and this 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 and/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 and/or Services.
- (b) the Forecast exceeds the level of demand that Fiberail can reasonably provide on its existing capacity levels, having regard to its own Forecasts and the Forecasts of other Operators.

1.8 Over Forecasting

- (a) If the level of Orders made by the Access Seeker are below the Agreed Forecast over the relevant Forecast period, Fiberail may require the Access Seeker to contribute to the costs and expenses incurred by Fiberail due to its acceptance of the Agreed Forecast.
- (b) Fiberail 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:
 - i. such costs and expenses were reasonably and necessarily incurred by Fiberail; and
 - ii. Fiberail has reasonably sought to mitigate its loss over a six (6) month period.

- (c) Fiberail can only recover from the Access Seeker seventy five percent (75%) of such costs or expenses which could not be mitigated under sub-Clause 1.8(b) above.

1.9 Meeting Agreed Forecast

Fiberail 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 Fiberail'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 Fiberail only if the information:
 - i. is aggregated with Fiberail'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 Fiberail at the following address:

Sales & Marketing Division,
Level 1 (Right Wing), Coplace 11,
Block 2340, Century Square,
Jalan Usahawan, Cyber 6,
63000 Cyberjaya
Selangor Darul Ehsan.

Attention : Chief Commercial Officer

2.1.2 The Order must be in the form specified by Fiberail and must contain the following information:

- (a) Facilities and/or Services to which access is requested;
- (b) The location of the points of delivery of the Facilities and/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 Fiberail 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 Fiberail must within two (2) Business Days acknowledge receipt of each Order; and
- (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 Fiberail to clarify or complete the Order.
- 2.2.2 If the Access Seeker resubmits a completed Order within fourteen (14) Business Days of the Order having been returned by Fiberail, 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 fourteen (14) Business Days of the Order having been returned by Fiberail, 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 Fiberail whose role is:
- (a) within Fiberail’s group for the purpose of provisioning an Order; and
 - (b) for network planning and engineering purposes.
- 2.4 Further Information
- 2.4.1 Fiberail 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 Fiberail’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 Fiberail’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 Fiberail shall indicate whether it accepts or rejects an Order within:
- (a) ten (10) Business Days of issuing the Notice of Receipt in respect of an Order; or
 - (b) if a Service Qualification as described in 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 Fiberail may reject an Order where:
- (a) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
 - (b) Fiberail 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 Fiberail 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;
 - (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services, to protect the integrity of a Network, or the safety of the individuals working on, or using Facilities and/or Services supplied by means of a network or Equipment.
- 2.5.3 If the Order is accepted, Fiberail 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 ninety (90) days after acceptance for the Access Seeker to confirm the Order.
- 2.5.4 The Indicative Fulfillment Date for: -
- a) Transmission Services is
 - i. If no new network facilities are required to supply the Transmission Services, twenty (20) Business Days; or
 - ii. If new network facilities are required to supply the Transmission Services, sixty (60) Business Days.
 - b) Infrastructure Sharing is ninety (90) days for ground-based tower and new sites.
- 2.5.5 If the Order is rejected, Fiberail 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 five (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 Fiberail will use reasonable efforts to accept and fulfill Orders from the Access Seeker for Services that comply with a Forecast accepted by Fiberail pursuant to Clause 1.4 (Response to Forecast).
- 2.6.2 Fiberail 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 Fiberail's own Forecast requirements; or
 - (b) Fiberail can readily increase or upgrade existing capacity.
- 2.6.3 If there is available capacity or capacity can be increased or upgraded readily, Fiberail 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 this RAO, Fiberail 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 Fiberail to other Operators and to itself.

2.7 Service Qualifications

- 2.7.1 Fiberail may conduct Service Qualifications if:
 - (a) Fiberail reasonably require information from such Service Qualifications which is not readily available; and
 - (b) Fiberail 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 Fiberail's Notice of Receipt or, if further information has been requested under Clause 2.4, within two (2) Business Days upon the expiry of the period specified in Clause 2.4. For clarification, an Access Seeker may also seek the consent of Fiberail to perform a Service Qualification itself, and such consent shall not be unreasonably withheld.
- 2.7.2 **Commencement and completion of Service Qualifications**
Fiberail 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 Fiberail performs and notifies the result of an equivalent Service Qualification undertaken for itself.
- 2.7.3 **Withdrawal of Order following Service Qualifications**

Fiberail 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, Fiberail 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 Fiberail'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) Fiberail's own Forecast; and
- (c) any redundant capacity ("Redundant Capacity") that is reasonable for Fiberail to reserve in respect of the relevant Service.

2.9.2 Fiberail must maintain a policy for allocating constrained capacity ("Capacity Allocation Policy"). This policy must:

- (a) be fair and reasonable;
- (b) be consistent with Fiberail's duty of non-discrimination;
- (c) treat the Access Seeker's requirements on an equivalent basis to that which Fiberail 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 Fiberail's own Forecast).

2.9.3 If Fiberail anticipates that it may not be able to meet the Access Seeker's Forecast (whether agreed or not) because of constrained capacity, Fiberail must:

- (a) notify the Access Seeker that capacity is constrained;
- (b) give the Access Seeker a copy of Fiberail'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 Fiberail shall deliver the ordered Service to Access Seeker by the Agreed Ready for Service Date (as provided under Sub-Clause 2.5.3).

2.10.2 If Fiberail, 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 and/or Services 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 Fiberail in relation thereto.
- 2.10.4 If Access Seeker is not able to use the Facilities and/or Services on the Agreed Ready for Service Date not due to Fiberail's fault, the Facilities and/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 Fiberail 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 Fiberail becomes aware of the possible delay;
 - (b) permit the Access Seeker notified under Sub-Clause 2.10.5 (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-Clause 2.13.
- 2.11 Testing and Commissioning
Fiberail 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 Fiberail treats itself.
- 2.12 Resource Charge
Fiberail may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by Fiberail 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-Clause 2.13.1 below, if Fiberail fails to meet any timeframe in Sub-Clause 2.10.1 with respect to the delivery of access to Facilities and/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, Fiberail 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 changes payable for the Facilities and/or Services prorated daily for the number of days delayed subject to a maximum sum of one (1) month's rental.
- 2.13.1 Fiberail 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 Fiberail's control or any other circumstance commonly known as "force majeure";
- (c) incomplete order information provided by the Access Seeker to Fiberail; 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 Fiberail alleges that a failure has been caused solely by the Access Seeker's delay or lack of authorization by third party, Fiberail has the burden of demonstrating:

- (a) the allegation; and
- (b) that Fiberail 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, Fiberail will invoice Charges in advance based in each Billing Period. Each invoice will be issued thirty (30) days before the commencement of each Billing Period. Rental charges shall commence to be payable from the date Facilities and/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 Fiberail 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, Fiberail 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 Facilities and/or Services, Fiberail 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 Fiberail.

2.3 Billing Disputes

In the event the Access Seeker wishes to dispute an invoice, the Access Seeker shall notify Fiberail 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 Clause 2.3 Billing Disputes above, Fiberail 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 of the MSA**:

2.6 Interest

Subject to withholding of amounts being disputed in good faith in accordance to Clause 2.4, Fiberail 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 Fiberail.

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SCHEDULE C

TECHNICAL AND NETWORK OPERATIONAL OBLIGATIONS

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 required, 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 Sub-Clause 2.1.4 of this RAO, the 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 III**:
 - i. at which physical co-location is available; and
 - ii. in respect of which in-span interconnection (via fibre) is available.

The Access Provider shall ensure that network co-location at each POI is offered to the Access Seeker in accordance with Chapter 3 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 optimize 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 ends 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 finalized 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 utilization 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 endeavor 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) months' 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 Clause 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 minimize 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 Sub-Clause 4.4.1 (a).

4.4.2 Testing failure: Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under Sub-Clause 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 Clauses 4.3 to 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:

- (a) perform fault reporting and identification on a non-discriminatory basis; and
- (b) 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:

- (a) when the Customer is directly connected to another Operator; or
- (b) which clearly relates to a Network, Facility and/or Service of another Operator, 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:
- (a) the existence of the fault;
 - (b) the actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and
 - (c) 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:
- (a) the highest service loss impact in terms of the number of Customers affected;
 - (b) those which have been reported on previous occasions and have re-occurred; and
 - (c) all other faults.
- 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	Within one {1} hour	Every one (1) hour	Four (4) hours

	outage 3. Route blocking > 30% 4. Major signaling problem 5. Major routing issues Fraudulent calls			
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signaling 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 endeavors to minimize 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 endeavors to minimize 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 minimize the cost and to promote efficiency of Network deployment, the technical manner and the location of the POI must minimize 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 Clause 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 Clause 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 Clause 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 License (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 Clause 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

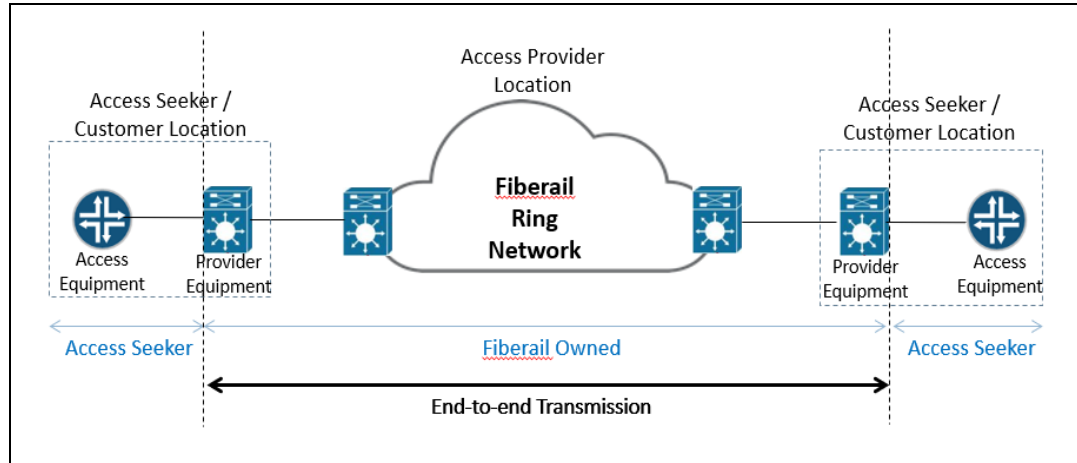
- 1.1 Clause A of Annexure I set out the list of Facilities and Services which may be provided by Fiberail to the Access Seeker.
- 1.2 Fiberail's RAO contains terms and conditions for the following facilities and services:
- (a) End-to-End Transmission Service; and
 - (b) Infrastructure Sharing.

B. SERVICE DESCRIPTION

B.1 END-TO-END TRANSMISSION SERVICE

1. General

- 1.1 Clause B.1 of Annexure I set out the terms and conditions which are applicable to End-to-End Transmission Service.
- 1.2 The End-to-End Transmission Service provided by Fiberail is a service for the carriage of communications between:
- (a) two End User locations;
 - (b) between two Access Seeker Points of Presence; or
 - (c) between one End User location and one Access Seeker Point of Presence, via such network interfaces at such transmission rates as may be agreed between the Fiberail and the Access Seeker.
- 1.3 Network interfaces may use any technology as may be agreed between Access Provider and the Access Seeker.
- 1.4 The technology used to supply End-to-End Transmission Service will be on Metro-Ethernet technology or such other technology as maybe determined Fiberail. The End-to-End Transmission Service provided by Fiberail s based on a service availability of 99.99% at Metro-Ethernet Ring network.
- 1.5 The following diagram illustrates the End-to-End Transmission Service provided by Fiberail:



2. Provision of Transmission Services

- 2.1 Subject to the Access Seeker complying with the Ordering and Provisioning Obligations in Schedule A, Fiberail will provide in accordance with the terms and conditions of this RAO and the applicable Schedules and Annexure herein, the End-to-End Transmission Service requested by the Access Seeker.
- 2.2 Where the Access Seeker leases the End-to-End Transmission Services from Fiberail, Fiberail's Equipment can be installed at the Access Seeker's premises without any charge imposed to Fiberail.
- 2.3 The Access Seeker shall provide Fiberail reasonable access to its premises when Fiberail reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of the End-to-End Transmission Services by Fiberail.
- 2.4 Fiberail shall ensure that the End-to-End Transmission Services conform to the quality of service standard and Technical Specifications, subject to the Access Seeker's use of those End-to-End Transmission Services in accordance with the Technical Specifications and other agreed requirements.
- 2.5 Each Operator shall ensure adherence to the relevant standard in Sub-Clauses 5.12 and 5.13 of the MSA and Schedule C of this RAO.
- 2.6 The Access Seeker will pay Charges to Fiberail for the End-to-End Transmission Service stated in Clause B.1 of Annexure I provided by Fiberail in accordance with the applicable provisions set out in Annexure II.

B.2 INFRASTRUCTURE SHARING

1. General

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

- 1.2 Infrastructure Sharing provided by Fiberail 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.
- 1.3 The specified network facilities are physical space in the form of cabin space and/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.
- 1.4 The following diagram illustrates the Infrastructure Sharing.

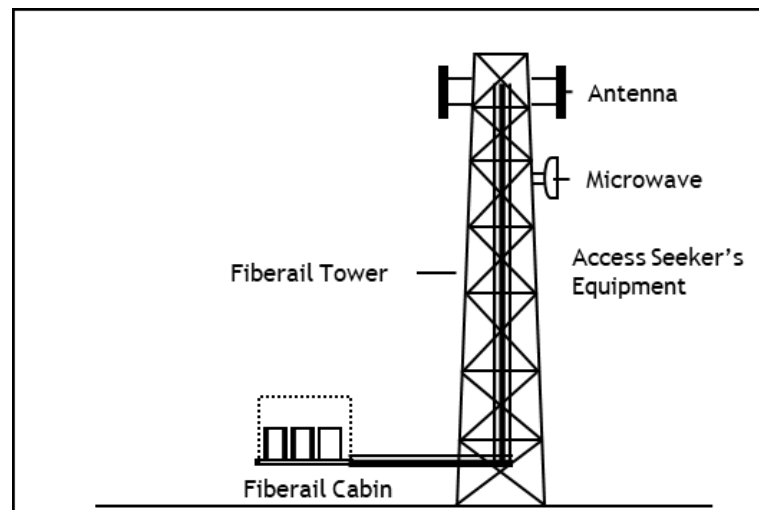


Diagram 2: Infrastructure Sharing

2. Pre-requisites to Apply for Infrastructure Sharing

- 2.1 Fiberail shall not be obliged to provide to the Access Seeker Infrastructure Sharing for the specified network facilities unless:
 - (a) Fiberail 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.

3. Terms and Conditions on Infrastructure Sharing

- 3.1 Duration: 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.
- 3.2 Use of shared space ("Shared Space"): 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.

3.3 Storage: The Access Seeker is not permitted to keep the prohibited items on the Shared Space including but not limited to:

- (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.

3.4 Increase in Premium: 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.

3.5 Repairs:

3.5.1 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 affected.

3.5.2 If the Access Seeker fails to affect 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.

3.6 Tenantable Condition: 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).

3.7 Consents, Licenses and Approvals

3.7.1 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 equipment, systems, cables, links and devices.

3.7.2 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.

3.7.3 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.

3.8 Sub-letting and Assignment: 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 Seeker's obligations with respect to the Shared Space under this RAO.

3.9 Payment of Quit Rents, Rates and Taxes: 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 by Fiberail and all Access Seekers in proportion to their usage of the space.

3.10 Fiberail's Covenant: Fiberail shall obtain all permits, approvals and consents required by law 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 utilize 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 3.10 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 endeavors to offer the Access Seeker other suitable sites.

3.11 Utilities

- 3.11.1 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 utilized by the Access Seeker at the Shared Space.
- 3.11.2 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, utilize 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 utilized by the Access Seeker at the Shared Space, the charges of which shall be determined by Fiberail.
- 3.12 To Permit Fiberail to enter and view condition: 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.
- 3.13 Installation of Equipment
- 3.13.1 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 twenty-four (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 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 twenty-four (24) hours) take all such necessary steps to stop any such interference.
- 3.13.2 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.
- 3.13.3 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.

- 3.14 Installation of Electrical Points and Plumbing Connection: 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.
- 3.15 Safety and Health and Security Procedures
- 3.15.1 The Access Seeker shall comply with the provisions and requirements of the law including but not limited to 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.
- 3.15.2 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.
- 3.15.3 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 unauthorized person shall enter the Shared Space.
- 3.16 Exclusive Possession: The Access Seeker recognizes 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.
- 3.17 Vacating the Shared Space
- 3.17.1 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 tenable repair and condition in accordance with the covenants herein contained.
- 3.17.2 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.

3.18 Relocation of tower/cabin

3.18.1 Notice of Relocation: In the event that Fiberail intends to relocate any of the tower/cabin utilized 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.

3.18.2 Disruption of Service during Relocation: During the relocation of any tower/cabin utilized 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).

3.19 Compliance with Land Owners requirements: 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 Berhad ("KTMB") or/and Petronas Gas Berhad ("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.

3.20 Insurance: 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 and/or outside the cabin or tower space utilized as Infrastructure Sharing from the events including but not limited to 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

1. GENERAL

1.1 These Clauses in Annexure II sets out the type of Charges and charging principles for the Facilities and Services provided by Fiberail in this RAO.

1.2 In consideration of the Fiberail's obligations in the provision of the Facilities and/or Services in the Access Agreement, Access Seeker shall pay to Fiberail the following Charges:

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

1.3 The Recurring Charges, including rental Charges shall commence to be payable from the date the Service is provided, and shall be paid according to the Billing Cycle elected by the Access Seeker in the Service Order Form and payments shall be made in advance on or before the payment periods.

1.4 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 Clause 1.2 above.

1.5 In relation to the Non-Recurring Charges for each Service, Access Seeker shall pay the Charges no later than the Ready For service Date or Handover Date, whichever is relevant.

1.6 Non-Recurring 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.

- 1.7 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.
- 1.8 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.
- 1.9 Charging Principle for Service Outside Fiberail's Existing Network: 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.
- 1.10 Cancellation Charges
- If an Access Seeker cancels a confirmed order for a Service, Fiberail may impose a cancellation charge or variation of the order charges. The charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
- (a) the sum of costs necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or
 - (b) 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 subjected to Sub-Clause 2.10.5 (b) under Schedule A of this RAO.

2. CHARGES FOR END-TO-END TRANSMISSION SERVICE

2.1 An Access Seeker may lease any or all of the End-to-End Transmission Service referred to in the table below from Fiberail for a minimum duration of one (1) year.

End-to-End Transmission Within Peninsular Malaysia	Ringgit Malaysia per Month		
	2023	2024	2025
10 Mbps	2,074	1,659	1,327
100 Mbps	2,262	1,810	1,448
200 Mbps	3,050	2,440	1,952
500 Mbps	5,409	4,327	3,462
750 Mbps	7,376	5,900	4,720
1 Gbps	9,842	7,873	6,299
3 Gbps	18,552	14,842	11,874
5 Gbps	28,383	22,706	18,165
6 Gbps	33,977	27,182	21,745
7 Gbps	39,571	31,657	25,325
8 Gbps	45,165	36,132	28,906
9 Gbps	50,759	40,607	32,486
10 Gbps	56,353	45,082	36,066
Installation (Non-Recurring Charges)	5,000	5,000	5,000

- No rebate applicable for the services offered.
- The Mean Time To Restore (“MTTR”) are eighty percent (80%) service restoration fulfillment within twenty four (24) hours and ninety percent (90%) service restoration fulfillment within forty eight (48) hours.
- The services are only applicable on circuits terminating at Fiberail’s existing nodes as listed under Annexure III.
- The price excludes internal cabling and cross connect charges to customer’s equipment/premises.

2.2 The payment terms for End-to-End Transmission Service is as follows:

- for the first year, one (1) year in advance; and
- for subsequent years, quarterly in advance.

2.3 The contract period for the lease agreement shall commence from the date of commissioning of the respective End-to-End Transmission Service circuit.

2.4 The Access Seeker will not be entitled to terminate any of the lease agreements in respect of any End-to-End Transmission Service in the first year. If the Access Seeker terminates, the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of use. After the first year, the Access Seeker may terminate the lease agreement by providing Fiberail six (6) months prior written notice. Any advance payment for the utilized portion of the lease agreement will be refunded on a pro-rated basis. Upon expiry, the lease agreement will be automatically renewed for the same duration unless either

Operator gives a written notice to the other Operator, three (3) months prior to the expiry of the agreement, stating its intention not to renew the agreement.

3. CHARGES FOR INFRASTRUCTURE SHARING

3.1 An Access Seeker may lease any or all of the Infrastructure Sharing Facilities and/or Services referred to in the Charges' tables below from Fiberail for a minimum duration of three (3) years.

3.2 Infrastructure Sharing Pricing Structure consists of the following:

(a) One-time charges

Activity	Rate in RM	Remarks
Site Survey	850	Per day
Site Supervision	850	Per Day
Site Preparation	As per Quotation	-
Relocation / Termination	850	Per day
Urgent Access	950	Short notification access, attending docket, activity after office hour, weekend & public holiday

(b) Recurring Charges (RM/Month) on tower space (based on height)

Structure Height	1-3 Users	4 Users	5 Users	6 Users
150 ft	4,080	3,670	3,310	2,980
200 ft	5,750	5,170	4,650	4,190
250 ft	6,050	5,440	4,900	4,410
300 ft	7,700	6,930	6,240	5,610

(c) Recurring Charges (RM/Month) based on Equipment size

Equipment Type	Measurement	Charges
Antenna	4 feet & below	1,500 per unit
	4 feet & above	500 per additional foot
Microwave	7 feet & below	1,000 per unit
	7 feet & above	200 per additional foot
Remote Radio Unit ("RRU")	4 feet & below	200 per unit

(d) Recurring Charges (RM/Month) on cabin space or land space

Service	Measurement Unit	Charges
Full cabin	12 feet x 24 feet	3,000 per full cabin
Half cabin	12 feet x 12 feet	2,000 per half cabin
Floor Space (inside cabin)	Square foot	25 per square feet
Land Space	Square foot	10 per square feet

(e) Recurring Charges (RM/Month) on rack space

Service	Measurement Unit	Charges
Full Rack	Each rack (42U)	1,500 per full rack
Half Rack	Each half rack (21U)	1,000 per half-rack
Rack Space	Per U	170 per U

(f) Electricity Charges (RM/kW/h)

Power source type	Rate
Electricity DC	1.50
Electricity AC	0.55

Whenever applicable:

- All charges exclude electricity and air conditioner charges.
- For every floor and/or land space rental for equipment, to include 2' x 2' working space in front and back of their indoor equipment such as rack.
- Electricity charges is applicable in the event the Access Seeker taps power source from Fiberail.
- Access Seeker to declare equipment details to Fiberail during installation and monthly electricity charges will be at maximum electricity consumption based on equipment specification.

ANNEXURE III
EXISTING POIS/POPS LIST

No	Site Name	Region	Tower Height (ft)	Structure Type
1	Air Kuning	N.Sembilan	150 ft	4 Legged
2	Alor Setar	Kedah	150 ft	4 Legged
3	Arau	Perlis	150 ft	4 Legged
4	Bagan Serai	Perak	150 ft	4 Legged
5	Bahau	N.Sembilan	150 ft	4 Legged
6	Batang Benar	N.Sembilan	150 ft	4 Legged
7	Batu Caves	Selangor	150 ft	4 Legged
8	Bukit Mertajam	P.Pinang	300 ft	4 Legged
9	Dabong	Kelantan	60 ft	Pole
10	Gemas	N.Sembilan	300 ft	4 Legged
11	Gua Musang	Kelantan	60 ft	Guyed Mast
12	Gurun	Kedah	150 ft	4 Legged
13	Ipoh	Perak	150 ft	4 Legged
14	Jalan Kastam	Selangor	150 ft	4 Legged
15	Kajang	Selangor	150 ft	4 Legged
16	Kampar	Perak	150 ft	4 Legged
17	Kempas Baru	Johor	150 ft	4 Legged
18	Kepong	Kuala Lumpur	40 ft	Guyed Mast
19	Klang	Selangor	150 ft	4 Legged
20	Kluang	Johor	150 ft	4 Legged
21	Kuala Kangsar	Perak	150 ft	4 Legged
22	Kuala Krai	Kelantan	60 ft	Guyed Mast
23	Labis	Johor	60 ft	Guyed Mast
24	Mentakab	Pahang	80 ft	Guyed Mast
25	Merapoh	Pahang	60 ft	Pole
26	Padang Besar	Perlis	150 ft	4 Legged
27	Padang Jawa	Selangor	300 ft	4 Legged
28	Pasir Gudang	Johor	300 ft	4 Legged
29	Petaling Jalan Templer	Selangor	150 ft	4 Legged
30	Plentong	Plentong	150 ft	4 Legged
31	Rawang	Selangor	200 ft	4 Legged
32	Sedenak	Johor	150 ft	4 Legged
33	Segamat	Johor	60 ft	Guyed Mast
34	Sentul	Kuala Lumpur	150 ft	4 Legged
35	Serdang	Selangor	150 ft	Guyed Mast
36	Seremban	N.Sembilan	250 ft	4 Legged
37	Sg Temau	Pahang	60 ft	Pole
38	Sungai Petani	Kedah	150 ft	4 Legged

39	Sungai Siput	Perak	150 ft	4 Legged
40	Sungkai	Perak	150 ft	4 Legged
42	Taiping	Perak	150 ft	4 Legged
42	Tampin	N.Sembilan/Melaka	150 ft	4 Legged
43	Tanah Merah	Kelantan	60 ft	Guyed Mast
44	Tanjung Malim	Perak	150 ft	4 Legged
45	Tapis Minyak	N.Sembilan	150 ft	4 Legged
46	Tasek Gelugor	P.Pinang	150 ft	4 Legged

ANNEXURE IV
SERVICE ORDER FORM

As attached

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 subcontractors.

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.