

REDTONE ENGINEERING & NETWORK SERVICES SDN  
BHD  
(FORMERLY KNOWN AS REDTONE MARKETING SDN  
BHD  
(Company No. 526020-T)

And

SEA TELCO ENGINEERING SERVICES SDN BHD  
(FORMERLY KNOWN AS REDTONE–CNX BROADBAND  
SDN BHD)  
(Company No. 593355-A)

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## **CHAPTER 1 – Introduction, Background and Scope**

### **1.1 Preliminary**

1.1.1 This Reference Access Offer (“RAO”) is made by REDtone Engineering & Network Services Sdn Bhd (“RENS”) and Sea Telco Engineering Services Sdn Bhd (“STE”), companies incorporated under the laws of Malaysia and having their principal place of business at Suite 22-30, 5<sup>th</sup> Floor, IOI Business Park, 47100 Puchong, Selangor, Malaysia, on 31 July 2017 pursuant to section 5.5.3 of the Commission Determination on the Mandatory Standard on Access, Determination No.3 of 2016, which came into effect on 1<sup>st</sup> January 2017 (“MSA Determination”)

1.1.2 Pursuant to Commission Determination on the Access List, Determination No.2 of 2015 and pursuant to section 5.3.3 of MSA Determination, RENS and STE shall prepare and maintain Reference Access Offer (“RAO”) in relation to network facilities and/or network services on Access List Determination which provides to itself or third parties and which: (a) contain terms and condition which are consistent with rights and obligations set out in the MSA Determination; and (b) does not include terms and conditions which are in consistent with the rights and obligation set out in the MSA Determination

1.1.3 RENS is a licensed operator under the Act and pursuant to its License, RENS may offer network facilities, network services and application services within Malaysia.

1.1.4 STE is a licensed operator under the Act and pursuant to its License, STE may offer network facilities, network services and application services within Malaysia.

1.1.5 RENS and STE shall collectively be referred to as ‘*REDtone*’.

### **1.2 MSA Determination Obligations**

1.2.1 The MSA Determination sets out principles, indicative terms and conditions concerning access to Facilities and Services included in the Access List Determination and imposes obligations consistent with the principles of the Standard Access Obligations contained in section 149 of the Act that apply to Operators concerning various access issues which include:

- (a) Disclosure obligation (Section 5.3 of the MSA Determination)
- (b) Negotiation obligations (Section 5.4 of the MSA Determination)
- (c) Content obligation (Section 5.5 to 5.16 of the MSA Determination); and
- (d) Service Specific Obligations - (Section 6 of the MSA Determination)

### 1.2.2 Disclosure Obligations

Pursuant to the Disclosure Obligations in Section 5.3 of the MSA Determination, REDtone is required to:

- (a) prepare and maintain a Reference Access Offer
- (b) make the Reference Access Offer available in paper form and on publicly accessible website;
- (c) follow prescribed procedures after acceptance of the Reference Access Offer; and
- (d) follow prescribed procedures for amendment of the Reference Access Offer.

### 1.2.3 Negotiation Obligations

The negotiation obligations in Section 5.4 of the MSA Determination sets out the requirements and principles of negotiation where among others both Operators are required to:

- (a) negotiate and co-operate **in good faith** and commercially reasonable manner;
- (b) protect from disclosure any **confidential information** provided by one Operator to another;
- (c) use only such **intellectual property and information** provided by one Operator to another for purpose of providing access to the requested network services or facilities.

### 1.2.4 Content Obligations

**The content obligations** in Section 5.5 of the MSA Determination set out among other the following obligations of every Access Provider:-

- (a) General
- (b) Forecasting
- (c) Ordering and Provisioning
- (d) Point of Interface procedures
- (e) Decommissioning
- (f) Network Changes
- (g) Billing and Settlement
- (h) Operations and Maintenance
- (i) Other Technical Term, suspension and termination
- (j) Churn
- (k) Legal Boilerplate

### 1.2.5 The role of Standard Access

#### Obligations

1.2.5.1 The standard access obligations facilitate the provision of access to the Facilities and Services listed in the Access List Determination to the Access Seekers so that REDtone can provide network facilities, network services, and other facilities and/or [services which facilitate the provision of network services or applications services, including content applications services.

1.2.5.2 Section 149 of the Act specifies the terms and conditions upon which REDtone must comply with the standard access obligations. Section 149(2) provides that the access provided by REDtone shall be:

- (a) of at least the same or more favorable technical standard and quality as the technical standard and quality on the REDtone's network facilities or network services; and
- (b) on an equitable and non-discriminatory basis.
- (c) be modular, so that details about the terms and conditions, including the rates, for each of the Facilities and Services are available individually and separately under an RAO.

### **1.3 Scope**

1.3.1 REDtone's RAO:

- (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
- (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

1.3.2 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to REDtone's RAO.

1.3.3 REDtone's RAO are consistent with:

- (a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act; and
- (b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

1.3.4 For the purposes of clarification, the terms and conditions of REDtone's RAO is applicable to the Facilities or Services on the Access List Determination and which is

relevant to the provisioning of facilities and services within REDtone's licenses only. If the Access Seeker requests Facilities or Services outside REDtone's RAO, the terms and conditions for the provision of such Facilities or Services shall be negotiated and shall remain outside the scope of REDtone's RAO.

1.3.5 REDtone's RAO contains terms and conditions for the O&T Services

1.3.6 In addition to 1.3.5 of this RAO, the Operators are free to consider REDtone'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.

1.3.7 Effective date of the RAO comes into force and takes immediate effect in accordance with Section 1.1 and continues until the earlier to occur of:

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

#### **1.4 Amendment to REDtone's RAO**

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

- (a) All Access Seeker who is being provided with access to Facilities or Services listed on the Access List Determination under REDtone's RAO; and
- (b) the Access Seeker who has requested REDtone's RAO within the period of three (3) months prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.

An amendment to REDtone's RAO will be deemed to alter the relevant terms and conditions of an Access Agreement which is based on REDtone's RAO.

#### **1.5 Notice of Withdrawal, Replacement and Variation of REDtone's RAO**

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

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

1.5.3 In addition to Section 1.5.3.2 above, REDtone may give the Access Seekers to whom it is supplying Facilities and Services under REDtone's RAO a notice of a variation

or replacement of REDtone's RAO to effect such variations that are necessary or appropriate in the event of:

- (a) the occurrence of a Legislative Event that materially affects the rights or obligations of REDtone under REDtone's RAO; or
- (b) the occurrence of a Regulatory Event that relates to REDtone ; or
- (c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

1.5.4 Notwithstanding Sections 1.5.3.1, 1.5.3.2 and 1.5.3.3 above, REDtone may, subject to Section 1.4 above, replace REDtone's RAO at any time.

## **1.6 Availability**

1.6.1 REDtone's RAO shall be made available to an Access Seeker:

- (a) on written request, at REDtone's principal place of business at the address stated in paragraph 1.7 below; and
- (b) on a publicly assessable website at [www.redtone.com](http://www.redtone.com)

1.6.2 Prior to the provision of REDtone's RAO to the Access Seeker, the Access Seeker may be required to enter into a Confidentiality Agreement as set out herein Annexure 1.

## 1.7 Notices

Any notices or communications in respect of REDtone's RAO should be made in writing to:

Attention: **Regulatory Affairs, REDtone Engineering & Network Services Sdn Bhd (Formerly known as REDtone Marketing Sdn Bhd)**

Address: Suite 22-30, 5<sup>th</sup> Floor, IOI Business Park  
47100 Puchong  
Selangor, Malaysia

Telephone: 03-8073 2288

Facsimile: 03-8073 2282

Attention: **Regulatory Affairs, Sea Telco Engineering Services Sdn Bhd**

Address: Suite 22-28, 5<sup>th</sup> Floor, IOI Business Park  
47100 Puchong  
Selangor, Malaysia

Telephone: 03-8073 2288

Facsimile: 03-8073 2282



## **CHAPTER 2 – Definitions and Interpretation**

### **2.1 Definitions**

The following words have these meanings in this REDtone's Access Reference Document unless the contrary intention appears: -

**"Act" or "CMA"** means the Communications and Multimedia Act 1998.

**"Access List"** means the list of Facilities or Services determined by the Commission from time to time pursuant to section 146 of the Act including any amendments thereto;

**"Access Provider"** means an Operator who is:-

- (a) a network facilities provider who owns or operates the network facilities; or
- (b) a network services provider who provides network services listed in the Access List Determination; and
- (c) a licensee as defined in the Act; and

to whom an Access Request has been provided or which is providing Facilities and/or Services to an Access Seeker under this Agreement;

**"Access Request"** means a request for access made by Access Seeker under 5.4.5 of MSA Determination No.3 of 2016] and containing the information in the MSA Determination No.3 of 2016 - 5.4.6

**"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 or Services or is being provided with Facilities and/or Services by the Access Provider under this Agreement;

**"Access Service"** in relation to Facilities and/or Services, means a service for the carriage of agreed Call Communications between;

- (a) a POI/POP and a Called Party/called number; or
- (b) a Calling Party and a POI/POP; or
- (c) two POIs/POPs.

**“Access to Network Elements” or “ANE”** means Full Access Service, Line Sharing Service, Bitstream with Network Service, Bitstream without Network Access Service and Sub loop Service

**“Affiliate”** means with respect to either Party, any company which is now or during the term of this Agreement, directly or indirectly, through one or more intermediaries, controlling or is controlled by, or is under common control with, such Party. For these purposes, "control" of any company shall mean the ability, whether directly or indirectly, to direct the affairs of another by means of ownership or to control the composition of its board of directors.

**“Billing Cycle”** means the regular periodic basis on which the Access Provider shall issue invoices for the supply of access to Facilities and/or Services during each Billing Period, as specified in 5.11.3 of MSA Determination No.3 of 2016

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

**“Billing Period”** means a one (1) month end of each Billing Cycle period over which the supply of access to Facilities and/or Services is measured for the purposes of billing unless otherwise agreed between the Operators;

**“Billing System”** means a system to issue Invoices relating to Charges payable by each Operator under this Agreement;

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

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

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

**“Call Communication”** means:

- (i) a Communication from or to, or involving a Fixed Number or a Mobile Number or IP Address or such other number whenever is technically feasible for use in the operation of an Operator’s Network including Message Communications and as allocated by the Commission in accordance with the respective Operator’s Licence and in accordance with the Act; and
- (ii) a Communication from or to, or involving a Mobile Number for use in the operation of a Mobile Virtual Network Operator connected to and

utilizing the Network of an Operator including Message Communications and as allocated by the Commission in accordance with the Mobile Virtual Network Operator's licence and in accordance with the Act or by an Operator ;

**"B2B: means Business to Business**

**"CLI" or "calling line identification"** means the information generated from the Network capability which identifies and forwards through the Network, the Access Seeker's or the Access Provider's calling number, as the case may be;**"Capacity Allocation Policy" has the meaning given to it in subsection 5.7.32 of MSA Determination****"Called Party"** means the Fixed Number, Mobile Number or person to which or to whom a Call Communication is made;

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

**"Change Notice" has the meaning given to it in subsection 5.10.3 in MSA Determination**

**"Charges"** means the sums payable by one Operator to the other Operator for the provision, accessing and/or providing the Facilities and/or Services;

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

**"Churn Service"** means the Service which the Customer requests a Gaining Service Provider to provide

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

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

**"Common Channel Signaling No. 7" or "CCS 7"** means the Fixed Network and Mobile Network protocol for exchanging signaling messages to set-up Call Communication between Operators;

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

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

**“Communication Information”** means information in respect of Communications made during the Billing Period which may include but not be limited to:

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

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

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

**“Confidential Information”** means the type of information as defined into between REDtone and the Access Seeker in accordance with MSA Determination No. 3 of 2016  
**“Content Obligations”** means those obligations set out in accordance of MSA Determination No.3 of 2016 subsection 5.5 to 5.16

**“Creditworthiness Information”** means the information required by REDtone to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of REDtone’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 by means of that Operators’ Facilities and/or Services;

**“DLS”** means a digital local switch installed in the respective Operator’s Fixed Network;

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

**“Determination”** means any lawful determination made by the Commission and/or 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;

**“Disclosure Obligations”** means those obligations set out in accordance to subsection 5.3 of MSA Determination No.3 of 2016

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

**“Domestic Connectivity to International Service” has the meaning as described in paragraph 4(8) of the Access List Determination**

**“Double tandem origination charge”** means the Charge payable to the Access Provider for the use of its Fixed Network where-

- (a) the Calling Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to the Operator who provides Freephone Services and/or Toll Free Services or the Operator being provided Fixed Network Origination Service; or
- (b) in relation to the ‘09’ Closed Number Area, the Calling Party is in a different state from the POI/POP at which the Call Communication is handed over to the Operator being provided Fixed Network Origination Service;

**“Double tandem origination charge using submarine cable”** means the Charge payable to the Access Provider for the use of its Fixed Network when the Calling Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to the Operator who provides Freephone Services and/or Toll Free Services or the Operator being provided Fixed Network Origination Service and makes use of the submarine cable between East and West Malaysia at the cost of the Access Provider;

**"Double tandem termination charge"** means the Charge payable to the Access Provider for the use of its Fixed Network where-

- (a) the Called Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to the Access Provider for call termination; or
- (b) in relation to the '09' Closed Number Area, the Called Party is in a different state from the POI/POP at which the Call Communication is handed over to the Access Provider for call termination;

**"Double tandem termination charge using submarine cable"** means the Charge payable to the Access Provider for the use of its Fixed Network when the Called Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to the Access Provider for call termination and use is made of the submarine cable between East and West Malaysia at the cost of the Access Provider;

**"Due Date"** means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice; **"E1"** means a unit of 2Mbps of capacity;

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

**"Effective Date"** means the date on which the relevant portions of this Access Agreement requiring registration are duly registered in its entirety with the Commission under section 150 of the Act;

**"Effective Local Call"** means an Effective Call between two (2) exchange lines which are:

- (a) connected to the same DLS;
- (b) connected to DLS' within the same charge area; or
- (c) connected to DLS' which are in an adjacent charge area.

For the purposes of this definition, "charge area" shall be as defined or set out in the Telephone Area **"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 the network or applications services, including content application services, as listed in the Access List Determination

**"Facilities Access"** in relation to Regulated Facilities and/or Services, means a service for the provision of access to network facilities and/or premises.

**"Facilities and/or Service Change in accordance to MSA Determination No.3 of 2016"**

**“Far end Handover”** means:

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

**“Fast Track Security Sum”** means the security:

- (a) in the form of a Bank Guarantee, deposited with REDtone for the Fast Track Application Service pursuant to Section 4.10; and
- (b) Which amount is Ringgit Malaysia Fifty Thousand (RM50,000) only for each Facility or Service for which access is sought

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

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

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

**“Fixed Number”** means a PSTN, TSoIP Telephone Number and/or ISDN number directly connected to the exchanges of either Operator, as the case may be, but does not include the Mobile Numbers of each Operators;

**“Force Majeure”** means any event, circumstance or cause which is not reasonably within the control of the Operator affected, which effects the Operator’s ability to perform its obligation under this Agreement but not limited to, an Act of God, industrial disputes of any kind, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, explosion of meteor, governmental restraint and expropriation;

**“Forecast”** means a forecast made by the Access Seeker referred to in subsection 5.6 of MSA Determination No.3 of 2016

**“Forecast information”** means accordance to MDA Determination of No.3 of 2016 subsection 5.6.6

**Forecast request** means a request by the Access Provider for the Forecast information from the Access Seeker, as described in subsection 5.6.6 of MSA Determination No.3 of 2016

**“Foreign Operator”** means a telecommunications operator who is the holder of a valid licence for the provision of communication services in a foreign country;

**“Freephone Number”** means numbers currently denoted by the number range commencing with ‘1800’ but also including such other number ranges agreed to or directed by the Commission;

**“Freephone 1800 Services”** means the service utilising Freephone Numbers;

**“Full Span Interconnection”** means the physical connection to establish a POI/POP between the Access Provider and the Access Seeker’s premises,

- (i) where the link between the Access Provider and the Access Seeker’s premises is provided and maintained by the Access Provider; and
- (ii) the Access Provider installs, operates and maintains its transmission equipment at the Access Seeker’s premises provided the necessary approvals for such installation, operations, and maintenance have been obtained by the Access Seeker or Access Provider (as the case may be) based on mutual agreement of both Parties

**“Full Access Service”** is as described in paragraph 4(10) of the Access List Determination

**“Functionality Change”** is as described on Network Change Obligation 5.10.2(e) of MSA Determination No3. 2016

**“Gaining Service Provider”** means an Operator to whom another Operator’s Customer requests for a transfer to be made

**“Gateway”** is a designated DTS or MSC or Media Gateway which:

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

**“GPRS”** means General Packet Radio System;

**“GSM”** means Global System for Mobile;



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

**“HDF” means Handover Distribution Frame**

**“HSBB Network”** is as described in paragraph 3 of the Access List Determination

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

**“Infrastructure Sharing”** as described in paragraph 4(7) of the Access List Determination

**“Interface Change”** as described in 5.10.2(a) of MSA Determination

**“In-span interconnection”** means the physical connection for a POI/POP where the POI/POP lies at some point along the physical cable linking the Operators’ Network; Each Operator shall be responsible for the transmission equipment at its end of the link; and the port of the link from its premises to the POI/POP;

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

**“Insurance Information”** means the insurance information required by the Access Provider pursuant to **Section 4.4 of this RAO**;

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

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

**“Interconnect Chargeable Calls”** includes Successful Calls;

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

**“Interconnect Support”** means the maintenance and operation of Interconnect Link Service, Network Capacity and the equipment and facilities in the Access Provider’s Network (including, but not limited to, its Gateways) to support the provision of one or more Interconnection Services;

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

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

**“Interconnection Service”** is the provision by an Operator of Interconnect Conditioning, Interconnect Link Service, Network Conditioning and Network Capacity to enable, or for use in the carriage of Interconnect Traffic to and from a POI/POP;

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

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

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

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

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

**“Layer 2 HSBB Network with QoS”** is as described in paragraph 4(18) of the Access List Determination

**“Layer 3 HSBB Network with QoS”** is as described in paragraph 4(21) of the Access List Determination

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

**“Local call termination charge”** means the Charge payable to the Access Provider when the Fixed Network end to end retail Call Communication is an Effective Local Call and the termination of the incoming Call Communication uses a POI or POP at the level of a transit switch of the terminating operator’s Network. This Charge continues to be payable even though in practice, a Call Communication may need to travel to the nearest POI and/or POP which may or may not be outside the Local Charge Area of the Access Provider’s Network;

**“Local Charge Area”** means the geographical coverage area of a DLS, as stipulated in the Telephone Area, whereby the end to end Call Communication is an Effective Local Call;

**“MCMCA” means the Malaysia Communications and Multimedia Commission Act 1998, [Act 589]**

**“MDF” means Main Distribution Frame**

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

**“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 to be provided by the Access Provider to the Access Seeker for a ninety (90) day period;

**“Mobile local origination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network in providing the Mobile Network Origination Service for the carriage of Call Communication from “A” party to a POI/POP within the same region as the physical location of the “B” Party which is more particularly described in Section II of Part A of the Terms and Conditions for Regulated Facilities and/or Services;

**“Mobile local termination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network for call termination from a POI/POP within the Called Party’s Home Area;

**“Mobile national termination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network for call termination from a POI/POP outside the Called Party’s Home Area;

**“Mobile national origination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network in providing the Mobile Network Origination Service for the carriage of Call Communication to a POI/POP within a different region from the physical location of the Calling Party and the submarine cable between East and West Malaysia is not used by the Access Provider which is more particularly described in Section II of Part A of the Terms and Conditions for Regulated Facilities and/or Services;

**“Mobile national with submarine cable origination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network in providing the Mobile Network Origination Service for the carriage of Call Communication to a POI/POP which is in a different region from the region in which the Calling Party is physically located and use is made of the submarine cable between East and West Malaysia at the cost of the Access Provider. For clarification, such regions are central, northern, southern, eastern, Sabah and Sarawak regions having the same geographical demarcation as the Home Areas;

**“Mobile national with submarine cable termination charge”** means the Charge payable to the Access Provider for the use of its Mobile Network whereby the

incoming Call Communication is handed over at the POI/POP outside the Called Party's Home Area and use is made of the submarine cable between East and West Malaysia at the cost of the Access Provider;

**"Mobile Number"** means the (i) cellular mobile number that is able to use an Operator's Mobile Network and does not include the Fixed Number of the Operators; and/or (ii) cellular mobile number allocated to a Mobile Virtual Network Operator connected to and utilizing the Network of an Operator; and (iii) any cellular mobile number ported in by Customers of the Operator and/or the Mobile Virtual Network Operator of the Operators;

**"Mobile Virtual Network Operator or MVNO"** means an operator who is not a holder of a spectrum assignment issued under Chapter 1 of Part VII of the Act but is capable of providing public cellular services to end-users by virtue of such operator acquiring airtime from the other Operator;

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

**"Multiple SMS Communications"** refers to repetitive SMS Communications having the same content, which are sent due to the trial attempts set by the originating SMSC;

**"NEAP"** refers to Numbering and Electronic Addressing Plan issued by the Commission;

**"Near end Handover"** means

- (a) in relation to calls terminating on a new Fixed Network, the delivery of calls to a POI within the same Closed Number Area where the calling number is registered and
- (b) in relation to calls terminating on a Mobile Network, the delivery of calls to a POI nearest to the location of the calling number as requested by the Access Seeker or as mutually agreed between the Access Provider and the Access Seeker

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

**"Network Capacity"** means equipment and facilities required to be installed in the Access Provider's Network for use in the provision of one or more Access Services but does not include Interconnect Link Service;

**"Network Conditioning"** means the conditioning, equipping and installation of facilities in the Access Provider's Network to enable the provision of O&T services;

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

- (a) network facilities and/or other facilities that are not listed in the Access List; and/or
- (b) network services and/or other services that are not listed in the Access List,

specified in this Agreement which facilitates the provision of network services or applications services including content applications services;

**“Notice of Acceptance”** means Access Provider’s notice of acceptance of an Order provided to the Access Seeker pursuant to MSA Determination No.3 of 2016

**“Notice of Receipts”** means the acknowledgment of receipt of the Order from an Access Seeker

**“Operator”** means the parties to this Agreement collectively.

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

(a) Fixed Network Origination Service;

(b) Fixed Network Termination Service;

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

**“Order”** means Order which an Access Seeker must give to an Access Provider to obtain access to Facilities and/or Services

**“OSS Change”** has the meaning given to it in paragraph 5.10.2(d) of MSA Determination No.3 of 2016

**“Other Network Change”** has the meaning given to it in paragraph 5.10.2(c) MSA Determination No.3 of 2016

**“Physical co-location”** means the situation where Access Seeker's transmission equipment is physically co-located at the Access Provider's premises. The POI lies between the equipment of Access Provider and the transmission equipment of the Access Seeker. The Access Seeker's transmission equipment and the interconnect link from the Access Seeker's transmission equipment to its premises is provided for and maintained by the Access Seeker;

**“Point of Interconnection” or “POI”** means a point at or between tandem switch(es) which demarcates the Network of the Access Provider and the

Network of the Access Seeker (collectively referred to as the **“interconnecting networks”**) and is a point at which a Call 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 network facilities or network services and is the point at which a Call Communication is transferred between the Operators;

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

**“Provisional invoice”** means an Invoice issued under subsection 5.11.17 of the MSA Determination No.3 of 2016

**“Public Switched Telephone Network” or “PSTN”** means a domestic public telecommunications network usually accessed by telephones, key telephone systems and private automatic branch exchanges, and the completion of circuits between the Calling Party and Called Party in such a network requires network signalling in the form of dial pulses or multi-frequency tones;

**“QOS”** means Quality of Service;

**“QOS standards”** means the QOS standards in respect of certain services set out in the appropriate Manual to the Access Agreement;

**“Regulatory Event” means**

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

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

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

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

**“Reference Access Offer” or “RAO”** as described in MSA Determination Subsection 5.3.3

**“Rejection Notice”** means the rejection notice by an Access Provider in response to an Access Seeker’s Forecast as described in PART I of this agreement

**“Releasing Service Provider”** means the Operator from whom its Customer request a transfer

**“Relevant Change”** has the meaning given to it in subsection 5.10.2 of MSA Determination No.3. of 2016 and includes any interface Change, Service Change, Network Change, OSS Change and Functionality Change

**“Review”** means a review of the MSA Determination and/or a review of the Mandatory Standard on Access Pricing. **“Roaming Subscriber”** means a person with a valid service subscription for international use with a cellular operator outside Malaysia and who seeks cellular service within Malaysia pursuant to an international roaming agreement entered into between his home service provider and the Operator;

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

**“RVA”** means the remote voice answering of the Operators, but shall not include the standard switch announcement of the Operators.

**“Security Sum”** means the means the security:

(a) in the form of cash or in the form of a Bank Guarantee (as per the format in Schedule I and opened in a bank acceptable to Access Provider or a combination of both), deposited with the Access Provider for the supply of Facilities or Services under the Agreement; and

(b) which amount is equivalent to the Minimum Value;

**“Services”** means both Regulated Services and Non-Regulated Services;

**“Service Qualifications” means**

(a) In relation to O&T Services, a desk or field study that may be conducted under 5.4 and 5.7 of MSA Determination Np.3 of 2016 and may include(where relevant) the testing line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order; and

**“Service Specific Obligations: means obligation which relate to specific types of Facilities and/or Services ser our in Section 6 of MSA Determination No.3 of 2016 and which ass to ir vary the Content Obligations in respect to those Facilities and/or Services**

**“Service Ordering Procedures”** means the procedures governing the forecasting, planning and ordering of relevant Regulated Facilities and/or Services and/or Non-Regulated Facilities and/or Services as set out in this Agreement;

**“Single tandem origination charge”** means the Access Charge payable to the Access Provider for the use of its Fixed Network where

- (a) the Calling Party is within the same Closed Number Area as the POI/POP at which the Call Communication is handed over to the Operator providing Toll Free Services and/or Freephone Services and/or Operator being provided with Fixed Network Origination Service; or
- (b) in relation to the ‘09’ Closed Number Area, the Calling Party is within the same state as the POI/POP at which the Call Communication is handed over to the Operator providing Toll Free Services and/or Freephone Services and/or Operator being provided with Fixed Network Origination Service;

**“Single tandem termination charge”** means the Access Charge payable to the Access Provider for the use of its Fixed Network where-

- (a) the Called Party is within the same Closed Number Area as the POI/POP at which the Call Communication is handed over to the Access Provider for call termination unless the Local Call Termination Charge applies; or
- (b) in relation to the ‘09’ Closed Number Area, the Called Party is within the same state as the POI/POP at which the Call Communication is handed over to the Access Provider for call termination unless the Local Call Termination Charge applies;

**“SMS”** means short messaging service;

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

**“SMS Communication”** means a communication via SMS that comprises an SMS text message to or from either Operator’s Mobile Number or the Mobile Number of the Mobile Virtual Network Operator connected to and utilizing the Network of either Operator;

**“SMS Interconnection”** means the SMS Communication between the Networks of the Operators for the purpose of supplying Fixed Network SMS Termination Services or Mobile Network SMS Termination Service, as the case may be, from one Operator to the other;

**“Standard”** means the Mandatory Standard on Access as determined by the

**Commission Determination No.3 of 2016**



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

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

**“Successful SMS Communication”** occurs when the originating exchange sends the messages signal to the terminating exchange as follows:-

- (i) the SMS Communication is sent by the Calling Party and received by the Called Party;
- (ii) the originating SMSC receives an acknowledgement signal from the terminating exchange; and
- (iii) the Calling Party receives “Message Delivered” in its status report;

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

**“Technical Specifications”** means any technical parameters, specifications and procedures applicable to Interconnection of the Operators' Networks and provision of Access Services as agreed in writing between the Operators;

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

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

**“Third Party Network”** means a Network owned or operated by a licensed network facilities provider and/or network service provider other than the Access Seeker and the Access Provider;

**“Toll Free Numbers”** means numbers currently denoted by the number range commencing with ‘1300’ but also including such other number ranges agreed to or directed by the Commission, and Tenaga Nasional Berhad Information/Assistance line (denoted by the number ‘15454’);

**“Toll Free Services”** means the service utilising Toll Free Numbers;

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

**“Transfer request”** means a request from Gaining Service Provider to an Access Service Provider to implement a Churn, including a transfer form

**“Transmission Service”** has the meaning ascribed in Part IV of Part A of the Terms and Conditions for Regulated Facilities and/or Services

**“TSolP Telephone Number”** means the number with the prefix “0154” (or such number as may be determined by the Commission which is used for the purposes of Telephony Service over IP;

**“Unchargeable SMS Communications”** shall refer to all test SMS Communications before commissioning of an SMS POI, Unsuccessful SMS Communications, Multiple SMS Communications and incomplete SMS Communications.

**“Unsuccessful SMS Communication”** occurs when the terminating exchange does not send an acknowledgement signal to the originating exchange as follows:

- (i) the Called Party’s customer premise equipment (CPE) or mobile phone is not active or it turned off; or
- (ii) the Called Party’s customer premise equipment or mobile phone is out of range; or
- (ii) the SMS Communication becomes trashed when attempts to send the SMS Communication exceed the level set by the SMSC of the originating Network;

**“Validity Period”** has the meaning given to the term in MSA Determination 5.7.13(e) of this standard

**“VLAN”** means Virtual Local Area Network

**“Virtual co-location”** means the situation where the Access Provider’s POI equipment for interconnect link is installed at and operated from the Access Seeker’s premises; and

**“VOIP”** means Voice Over Internet Protocol.

## 2.2 Interpretation

In REDtone’s RAO except where the contrary intention appears;

- (a) the singular includes the plural and vice versa; and
- (b) a reference to, this Determination or other forms of legal instruments issued under the Act or the Access Agreement, includes any variation or replacement of any of them

(c) a reference to an annexure or schedule is a reference to an annexure or schedule to this Standard and a reference to this Standard includes an annexure or schedule

(d) 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

(e) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and

(f) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and

(g) all monetary amounts are expressed in Ringgit Malaysia

(h) 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

(i) a reference to a third person or a third party reference to a person who is not the Access Provider of the Access Seeker; and

(j) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 1965; and

(k) 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 REDtone'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

(l) headings are included for convenience and do not affect the interpretation of REDtone's RAO.

A definition provided in the Act shall prevail over a definition provided in this Determination to the extent of any inconsistency, xx n bu

## **CHAPTER 3 – Principles of Access**

### **3.1 Access Services**

3.1.1 Subject to Section 1.3.6, this RAO applies only to the Access Service(s) listed and described in Schedule B.

3.1.2 The general terms for access to REDtone's Facilities and Services listed in the Access List Determination are set out in the General Terms and Conditions of the Access Agreement Template.

3.1.3 The obligations on forecast, ordering and provisioning for REDtone's Facilities and Services listed in the Access List Determination

3.1.4 The obligations on technical and network operational matters for REDtone's Facilities and Services listed in the Access List Determination are set out in

3.1.5 The Annexure to the RAO are set out as follows:

- (a) Annexure I – Standard Confidential Agreement
- (b) Annexure II – Existing POI/POP
- (c) Annexure III - Service Order Form Template – Access Request Form
- (d) Annexure V - Fast Track Application Form

### **3.2 Eligibility for Access of Services**

3.2.1 REDtone 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, provide to the Access Seeker with access to Access Service (s) on reasonable terms and conditions as set out in this REDtone's RAO.

3.2.2 For the purposes of clarification, 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 or Services listed in the Access List as contained in REDtone's RAO where the Access Seeker has been granted:-

- (i) an individual network facilities provider license and/or;
- (ii) an individual network services provider license and/or;
- (iii) a content applications services provider license and/or
- (iv) an applications service provider license;

Provided that such request is made in writing by the Access Seeker to REDtone.

3.2.3 An Access Seeker may not request for the Access Service (s) where the Access Service(s) are to be used in connection with an activity or activities in which the Access Seeker is not

licensed to provide.

### **3.3 Standard Access Obligations**

#### 3.3.1 Access Terms and Conditions

REDtone shall subject to Section 3.2, supply the Access Service(s) to the Access Seeker on reasonable terms and conditions.

#### 3.3.2 Principles of non-discrimination

REDtone shall treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of Access Service(s). The access provided by REDtone to the Access Seeker shall be consistent with:

- (a) The principles set out in section 4.1.5 and 4.1.6 of the MSA Determination; and
- (b) Section 149(2) of the Act

#### 3.3.3 Customer Principles

REDtone shall observe and comply with the customer relationship principles set out in Section 4.3 of the MSA Determination.

### **3.4 Negotiation Principles**

#### 3.4.1 Intellectual Property

An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing access to the Access Service(s). An Operator must not use such Intellectual Property or information for the development or of other Communication Services or equipment by that Operator, its affiliates or third parties.

#### 3.4.2 Good faith and Dispute Resolution

Each party shall co-operate, in good faith and commercially reasonable manner, in negotiating and implementing the terms of the Access Agreement and use all reasonable endeavors to resolve any disputes arising from or in connection with REDtone's RAO. If any dispute or difference of any kind shall arise between the parties in connection with or arising out of REDtone's RAO, the Dispute Resolution Procedure in Annexure A of the MSA Determination shall be adhered to.

#### 3.4.3 Confidentiality

An Operator must protect from disclosure any Confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during the term of REDtone'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 An Access Seeker shall request REDtone to supply Access Service (s) to it by serving Access Request in writing setting out the information listed in below:

- (a) the name and contact details of the Access Seeker,
- (b) the Access Service (s) in respect of which access is sought ;
- (c) whether the Access Seeker wishes to accept REDtone’s RAO or negotiate an Access Agreement;
- (d) the information (if any) the Access Seeker reasonably requires REDtone 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 REDtone as in Annexure I;
- (f) forecast of the capacity the Access Seeker will reasonably require, in accordance with the forecasting procedures stated in Part I of Schedule A;
- (h) relevant information relating to the Access Seeker and functionality of its Services, to the extent that Access Seeker is aware that such information may affect REDtone Network;
- (i) creditworthiness information in accordance with REDtone requirement as set out in subsection 4.2;
- (j) security in accordance with REDtone security requirement as set out in subsection 4.3;
- (k) insurance information in accordance with REDtone insurance requirement as set out in subsection 4.4; and
- (l) such other information as REDtone 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 company secretary or duly authorized officer 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; and

- (b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement.
- (c) such other information as may be reasonably requested by REDtone provided that such information are information which are publicly available. 4.2.2

The Creditworthiness information shall commensurate with an estimated value of the access to the Facilities or Services to be provided by REDtone to the Access Seeker over a ninety (90) day period.

### **4.3 Security Sum**

4.3.1 REDtone shall ensure that the amount and type of security requirements imposed on the Access Seeker commensurate with:-

- (a) the estimate value of access to the Access Service(s) to be provided to the Access Seeker by REDtone over a 90 day period ("Minimum Value");
- (b) the creditworthiness of the Access Seeker (including prior payment records of the Access Seeker); and
- (c) the security previously required by REDtone (if any).

4.3.2 The Access Seeker shall provide the Security Sum to REDtone in the form of Bank Guarantee.

4.3.3 REDtone

4.3.4 If the Access Seeker fails to fulfil any conditions or commits a breach of its obligations under this RAO or the Access Agreement, REDtone at its sole discretion has the right from time to time to call in all or part of the amount represented by the Security Sum.

### **4.4 Insurance Information**

4.4.1 Subject to Section 4.4.2, An Access Request shall be accompanied by the following insurances:

- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees or in connection with the work covered by the Access Agreement that may be entered and/or their dependants; 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.

4.4.2 For the purpose of clarification, the insurance provided by the Access Seeker pursuant to section 4.4.1 shall commensurate with the reasonable sum, which is to be agreed by REDtone.

#### **4.5 Processing of Access Request**

4.5.1 Acknowledgement of Receipt of Access Request REDtone shall within ten (10) Business Day of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

(a) Subject to Section 5.4.16 of the MSA, 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 Access Service (s) under paragraph 4.8 or if it is rejecting the Access Request in accordance to paragraph 4.7. Subject to the additional information being received by REDtone within twenty (20) Business days from the date of request, REDtone shall reconsider the Access Request upon receipt of such additional information.

#### **4.5.2 Non-refundable processing fee**

4.5.2.1 REDtone may charge a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request.

4.5.2.2 The non-refundable processing fee is only applicable to the requested Access Service (s) that can be offered and made available by REDtone.

4.5.2.3 The fee shall be as advised in writing by REDtone to the Access Request upon approval of the same.

4.5.2.4 In the event that additional and non-routine work is required in order to process the Access Request, REDtone may charge a separate fee for undertaking such additional work. If the Access Seeker does not proceed with the Access Request accepted by REDtone, the processing fee will not be refunded to the Access Seeker.

4.5.2.5 The processing fee will be set-off against the Charges for the requested Facilities and Services upon acceptance of the Access Request by REDtone pursuant to paragraph 4.8.

#### **4.5.3 Resources charge**

In accordance with Section 5.7.28 of the MSA Determination REDtone may charge an Access Seeker a resources charge to be determined by reference to the costs incurred by REDtone for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Access Service (s).



## **4.6 Assessment of Access Request**

### **4.6.1 Grounds for Refusal**

Without limiting any other grounds that may be relied upon under the Act, REDtone may refuse to accept an Access Request for the supply of Access Service(s) and accordingly may refuse to supply that Access Service (s) to the Access Seeker for any of the following reasons:

- (a) in REDtone's reasonable opinion, the Access Seeker's Access Request was not made in good faith and REDtone shall set out the basis on which the Access Request was not made in good faith;
- (b) in REDtone's reasonable opinion, the Access Request does not contain the information reasonably required by REDtone's RAO provided that REDtone has sought the information from the Access Seeker under Section 4.5.1 of REDtone's ARD and has not received that information within twenty(20) Business Days of making such a request;
- (c) REDtone does not currently supply or provide access to the requested Access Service (s) to itself or to any third parties, except where the Access Seeker compensates REDtone for the supply of access to such Access Service(s);
- (d) It is not technically feasible to provide access to the requested Access Service(s);
- (e) REDtone has insufficient capacity or space to provide the requested Access Service(s);
- (f) there are reasonable grounds in REDtone's opinion to believe that the Access Seeker would fail, to make timely payment for the supply of the relevant Access Service(s); or
- (g) there are reasonable grounds in REDtone'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 Access Service(s); or
- (h) there are reasonable grounds for REDtone to refuse access in the national interest.

### **4.6.2 Determination of technical infeasibility**

For the purpose of determining technical infeasibility in Section 4.6.1(d), the Operators shall comply with Section 5.4.17 of the MSA Determination.

### **4.6.3 Determination of capacity constraints**

For the purpose of determining capacity constraints in Section 4.6.1 (e), the Operators shall comply with Section 5.4.18 of the MSA Determination.

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 REDtone's belief as mentioned in Section 4.6.1 (f) includes evidence that the Access Seeker is not in the reasonable*

*opinion of REDtone 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 REDtone's belief as mentioned in Section 4.6.1 (g) include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Network Facilities or Network Services have been provided.*

#### 4.6.6 Assessment of Creditworthiness

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

4.6.6.2 In determining the creditworthiness of the Access Seeker, REDtone shall not take into account amounts outstanding for Facilities or Services previously provided by REDtone to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amounts to REDtone to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to REDtone 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 REDtone rejects the Access Request, REDtone shall:

- (a) Promptly notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to Section 4.6.1 as the case may be
- (b) provide grounds for rejection under Section 4.6.1 above to the Access Seeker;
- (c) provide basis for REDtone'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 REDtone 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 REDtone to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in Section 4.6.1(e), REDtone must identify when additional capacity is likely to be available.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7.1(c), 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 REDtone agrees to provide access to Facilities or Services listed in the Access Service to the Access Seeker, REDtone shall within ten (10) Business Days of such response under Section 4.5.1(b), provide the Access Seeker with two copies of the executed Access Agreement (based on the Standard Access Obligations), for execution by the Access Seeker.

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

4.8.3 REDtone will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Access Service:

- (a) a Security Sum has been provided in accordance with Section 4.3; and
- (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with section 150 of the Act.

#### **4.9 Negotiations on Access Request**

4.9.1 REDtone may proceed with negotiation on the Access Request with the Access Seeker if the Access Seeker is not willing to accept REDtone's RAO. REDtone shall set out in such response:

- (a) the names of personnel of REDtone's representatives in the negotiations and in respect of those personnel:
    - i. his or her contact details;
    - ii. his her job title; and
    - iii. details of his or her availability for the access negotiations;
  - (b) the identity of the negotiating team leader, and REDtone shall ensure that the negotiating team leader shall have authority to make binding representations on behalf of REDtone in relation to matters arising from the negotiations (subject to final approval from REDtone'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 REDtone's representatives will be available for the initial meeting with the representatives of the Access Seeker.
- (d) One copy of the executed Confidentiality Agreement returned by the Access seeker (in accordance with Section 4.1.1 (e) that has also been properly executed by REDtone.

#### **4.10 Fast Track Application Process**

4.10.1 The fast track application process set out in this Section 4.10 shall be applicable to Fixed Origination and Termination Service

4.10.2 For the purpose of clarification, where an Access Seeker requests for a Access Service(s) that is not listed in Section 4.10.1 above in addition to a Fast Track Application Service, the fast track application process shall not be applicable and the Access Seeker shall be required to put in an Access Request for the requested Access Service (s) in accordance with Sections 4.1 to 4.9.

4.10.3 An Access Seeker is eligible for the fast track application process if it fulfils the following criteria:

- (a) The Access Seeker is duly licensed to provide the Facilities or Services listed in the Access Service (s) for which access is sought;
- (b) the access requirements of the Access Seeker do not in REDtone's view have a material impact on REDtone's current level of network resources; and
- (c) the Access Seeker is willing to accept the terms and conditions for the requested Access Service (s) as stipulated in the RAO without negotiation.

4.10.4 Subject to Section 4.10.1, where an Access Seeker who is eligible for the fast track application process wishes to utilize the fast track application process, the Access Seeker shall provide information as set out in Section 4.1.1 (a) and (b) and the relevant technical information relating to the Access Seeker's Network.

4.10.5 Where REDtone accepts the fast track application, the Access Seeker shall:

- (b) (a) deposit a Fast Track Security Sum pay a non-refundable processing fee and resource charge as determined by REDtone for undertaking the necessary administrative work to process the fast track application; and
- (c) execute two (2) copies of the signed Access Agreement (based on the Standard Access Obligations) with suggested amendments to the technical matters (if any) within ten (10) Business Days of submission of the Fast Track application form.

4.10.6 REDtone may reject the Access Seeker's fast track application for the reasons set out in Sections 4.6.1(c), (f) and (g).

4.10.7 Where REDtone accepts the Access Seeker's fast track application, REDtone:

- (a) may impose a one-off resource charge for allocation of manpower and other resources in accordance with **Section 4.5.3** and
- (b) shall within ten (10) Business Days of receipt of the fast track application, execute the Access Agreement

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

(a) a Fast Track Security Sum has been provided in accordance with **Sections 4.10.3**; and

(b) a Model Access Agreement has been executed between the Operators and the Model Access Agreement is registered with the Commission in accordance with section 150 of the Act.

4.10.7 For the purpose of clarification, if the Access Seeker wishes to obtain the Fast Track Application Services but is not agreeable to the terms and conditions of the Model Access Agreement, REDtone is not obliged to process the fast track application further and the Access Seeker shall be required to put in a new Access Request in accordance with **Section 4.1- 4.9**.

## **Chapter 5 Provision of Information**

5.1 The obligations of each Operator to provide information to the Other Operator are subject to the MSA Determination and the requirements of confidentiality in the confidentiality agreement signed by the Operators.

5.2 An Operator must provide the Other Operator on a timely basis with all agreed information reasonably required to determine rates and charges to be billed by each Operator to the Other Operator or by each Operator to its Customers.

5.3 Each Operator will charge and bill its own Customers for Call Communication. The Operators will agree on the communication information which is to be exchanged for the purposes of charging and billing, and which shall be deemed to be included in the Manuals for the purposes of call and billing verification. For the purpose of inter-operator billing reconciliation the Operators will provide CLI to each other subject to:-

- (a) the ability of the relevant exchange to provide CLI; and
- (b) CLI being forwarded to it from another network with which its Network is interconnected.

5.4 CLI and data relating to CLI will be kept confidential by the Operators. The Operator may use the CLI disclosed to it only for the following purposes:-

- (a) prevention and investigation of fraud;
- (b) display to Customers;
- (c) emergency services;
- (d) malicious call tracing; and
- (e) inter-Operator and/or Customer billing. provided always that such use does not violate the Commission's directive. The Operators will co-operate in the barring of CLI where required under law, Determination, Direction or as otherwise agreed.

5.5 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective Licence conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and the theft of the Operator's provided terminal equipment.

5.6 Information provided under REDtone's RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.

5.7 Information required to be provided under REDtone's RAO need not be provided if the

recipient Operator has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Operator does not observe such security measures or any of the information is used by it for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the nonobservance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.

5.8 The Operators acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the ISG, with consideration given to reasonable cost, convenience and security concerns of the Operators.

5.9 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the Other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavors to obtain the consent of that third person.

5.9 (b) After the Access Agreement comes into force an Operator must use its best endeavors not to enter into any contract which would prevent it from making relevant information available to the Other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.

5.10 All communication information, call and such other relevant information in relation to Call Communication must be kept by both Operators for a period of two (2) years unless otherwise agreed in writing for the purposes of verification and audit.

## **Chapter 6 Billing and Settlement Obligations**

6.1 Where relevant, the billing and settlement obligations set out in Section 5.11 of the MSA Determination shall be applicable.

6.2 The Access Seeker shall pay REDtone the Charges for the relevant Access Service(s) supplied by REDtone to the Access Seeker, as specified in Access Agreement

6.3 The Operators shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.

### 6.4 All payments must:

- (a) be paid on the no less than One (1) month from the date of receipt of an Invoice unless otherwise agreed in writing by both Operators;
- (b) be paid by electronic transfer to REDtone or exceptionally, by cheque to the nominated account(s) of REDtone if agreed by REDtone ; and
- (c) must be accompanied by such information as is reasonably required by REDtone to properly allocate payments received.

6.5 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts to REDtone as they become due and payable, nor does it constitute a waiver of REDtone's right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to REDtone.

### 6.6 (a) REDtone shall be entitled to revise the Security Sum in any of the following event:-

- (i) at each subsequent anniversary from the Commencement Date;
- (ii) where, in the opinion of REDtone , the Security Sum is less than the actual Minimum Value calculated at the end of the most recent three (3) months period;
- (iii) upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
- (iv) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months

6.6 (b) Where the Security Sum is revised pursuant to Section 6.6 (a) above, the Access Seeker shall within five (5) Business Days from the written request of REDtone, deposit the new Security Sum with REDtone in the manner specified in Section 4.3.1.

6.7 (a) In the event REDtone elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, REDtone shall have the right to use the Security Sum (together



with any interest thereon) to set off any outstanding sum due and payable to REDtone by the Access Seeker.

6.7 (b) Subject to Section 6.7(a) above, upon termination of the Access Agreement, the Security Sum deposited with REDtone or parts thereof, together with the interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.

6.8 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination

## **CHAPTER 7 –TERMINATION, SUSPENSION AND OTHER PROVISIONS**

### **7.1 Term**

7.1.1 The Operators shall unless otherwise required by the access seeker enter into an Access Agreement for a term of no less than 3 years from the execution date of the said Access Agreement.

7.1.2 For clarification, Access Services (Originating and Terminating access) has no minimum term.

### **7.2 Termination**

Subject to Section 7.5, REDtone may terminate an Access Agreement or part thereof if any of the circumstances referred to in Section 7.2(a), 7.2(b) or 7.2(c) below apply and REDtone has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) the Access Seeker has materially breached the Access Agreement and REDtone has notified the Access Seeker that it will terminate the said agreement in no less than 30 days if the Access Seeker does not remedy its breach by the end of that period; or
- (b) the Access Seeker is subject to a winding up order; or
- (c) a Force Majeure has continued for a period of more than three (3) months. REDtone shall forward to the Commission a copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

### **7.3 Changes in Law**

Where the continued operation of the Access Agreement or access to any Access Service(s) provided by REDtone is or will be unlawful (as a result of a legislative change), the Access Seeker and REDtone shall meet within 5 Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may be provided by REDtone on different terms and conditions (which are acceptable to the Access Seeker). If the Operators cannot agree to the provision of access on different terms and conditions, REDtone may terminate the provision of access to the relevant Access Service(s).

### **7.4 Suspension**

Subject to Section 7.5, REDtone may only suspend access to any Access Service(s) in the following circumstances:

- (a) the Access Seeker is in breach of a material obligation and fails to remedy such breach within thirty (30) days of receiving written notice from REDtone to remedy such breach;

- (b) the Access Seeker's Facilities materially adversely affect the normal operation of REDtone's Network or are a material threat to any person's safety;
- (c) the Access Seeker's Facilities or the supply of Access Service(s) pose an imminent threat to life or property of REDtone , its employees or contractors;
- (d) the Access Seeker's Facilities cause material physical or technical harm to any Facilities of REDtone or any other person;
- (e) where the Access Seeker has failed to pay Invoices in accordance with Chapter 6 of this RAO(and subject to any right that the Access Seeker has under subsection 5.11 of this Standard to dispute any amount in an invoice;
- (f) where Force Majeure applies; or
- (g) the Access Seeker breaches any laws, regulations, rules or standards which has a material adverse effect on REDtone or the provision by REDtone of Access Service(s) under the Access Agreement. For the purposes of this Section 7.4, REDtone must provide the Access Seeker five (5) Business Days notice in writing, including written reasons, prior to suspending access to any Access Service(s).

## **7.5 Notice**

Prior to terminating or suspending or seeking to materially vary an Access Agreement or access to any Access Service(s) provided under it, REDtone must inform the Commission in writing of the action it proposes to take and the reasons why such action is appropriate as specified in subsection 5.14.6 of MSA Determination.

## **7.6 Undertakings**

If the parties to an Access Agreement adopt the terms and conditions specified in an undertaking that has been registered with the Commission in accordance with the Act, the parties must notify the Commission within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of the Access Agreement will continue to be in force for the remainder of the term of that Access Agreement, even if the access undertaking is withdrawn or expires prior to the expiry of that term.

## **7.7 Post-termination fees**

REDtone shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Access Service(s) provided under it except:

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Charges arising during an applicable minimum contractual period (as described in Section 7.1 above not limited to subsection 5.14.8 of MSA Determination

### **7.8 Upfront charges refund**

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

### **7.9 Deposits and guarantees**

Notwithstanding the obligation in Section 7.7, REDtone shall:

- (a) within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to REDtone have been paid; and
- (b) immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to REDtone as at the date of termination.

### **7.10 Intellectual Property Rights**

The Operators agree not to use any patent, trade mark, trade name, housemark, service mark, designs, copyright, database rights, know-how and any other type of intellectual property rights belonging to the Other Operator or any of its affiliates without the prior written consent of the Other Operator for purposes including but not limited to any advertising, publicity releases or sales presentations.

### **7.11 Force Majeure**

7.11.1 If a Party ("Affected Party") is prevented from performing any of its material obligations under this Agreement (but shall not include any of the Customer's payment obligations) by reason of Force Majeure, it must immediately notify the other Party ("Other Party") in writing of the circumstances constituting the event of Force Majeure and must keep the Other Party regularly informed of the progress in resolving the event of Force Majeure and use all reasonable steps to minimize the adverse effects of the event of Force Majeure on the performance of its obligations under this Agreement.

7.11.2 If the delay in performance or non-performance of the Affected Party's obligations due to the event of Force Majeure is continuous for a period of three (3) months from the date of the Affected Party's written notification under Section 7.2(c), then either Party shall have the right to terminate this Agreement with immediate effect and neither Party shall have any claim against the other in respect of such termination save for antecedent breaches.

### **7.12 Governing Law**

This RAO shall be governed by and interpreted in accordance with the laws of Malaysia.

### **7.13 Assignment**

Neither party shall be entitled to assign, transfer or novate any of its rights, obligations or liabilities without the prior written consent of the other party.

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## **SCHEDULE A TECHNICAL AND OPERATIONAL MATTERS**

### **PART I - FORECASTING**

#### **1. General**

1.1 Part I of Schedule A sets out forecasting procedures that are applicable only in relation to the provision of Access Services listed in the REDtone RAO.

1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.

#### **2. Forecasting Requirements**

2.1 The Access Seeker shall meet the requirements of forecasting process that enables REDtone to plan for the expected need for Access Service(s) in order to carry the forecasted traffic and conform to Grade of Service Standards.

##### 2.2 The Access Seeker shall provide traffic forecast between particular destinations.

The Access Seeker and REDtone will discuss in good faith on the planning and design of the relevant part of their respective networks and the dimensioning of Network Capacity to carry traffic within REDtone's Network.

##### 2.3 Confirmation of Forecast

If REDtone, acting reasonable will incur reasonable costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), the Access Provider may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the forecast is deemed to be an Order for the purpose of this Standard, and Part II of Schedule A shall apply.

2.4 An Access Provider may seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker provided:

(a) such costs and expenses were reasonably and necessarily incurred by the Access Provider; and

(b) the Access Provider has reasonably sought to mitigate its loss over a six month period.

### **PART II - ORDERING AND PROVISIONING**

#### **1. General**

1.1 Part II of Schedule A sets out ordering and provisioning procedures that are applicable only in relation to the provision of Access Services listed in the REDtone's RAO.

1.2 Where relevant, the ordering and provisioning obligations set out in Section 5.7 of the MSA Determination shall be applicable.

## **2. Ordering Procedures**

2.1 Subject to Paragraph 2.2 the Operators may place firm orders for Interconnect Link Capacity from time to time in line with the quantity indicated in the first year forecast.

2.2 The Access Seeker shall ensure that the order contains enough information to enable REDtone to assess and fulfil the order.

2.3 When an order is placed, the Access Seeker should give REDtone a priority list, allowing for progressive delivery and setting out its preferred order of delivery.

## **PART III - NETWORK CONDITIONING OBLIGATIONS**

### **1. General**

1.1 Part III of Schedule A sets out network conditioning procedures that are applicable only in relation to the provision of Access Services listed in the REDtone's RAO. 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

## **PART IV - POINT OF INTERFACE PROCEDURES AND DECOMMISSIONING OBLIGATIONS**

### **1. General**

1.1 Part IV of Schedule A sets out points of interface and decommissioning that are applicable only in relation to the provision of Access listed in the REDtone RAO.

1.2 Where relevant, the point of interface procedures and decommissioning obligations set out in Sections 5.8 and 5.9 of the MSA Determination shall be applicable.

1.3 Each Operator must interconnect its Network with the Network of the other party in

accordance with the terms of the Access Agreement.

## **2. Point of Interface Location Considerations**

2.1 Technical consideration for determining Point of Interface ("POI") locations shall include inter alia the following:

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

preservation of network security.

## **3. Criteria for Establishing a New Point of Interface**

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

- (a) As a result of special network management requirements, the Access Seeker shall submit its five (5) years' forecast including traffic and circuit forecast requirement at the proposed new Point of Interface ;
- (b) The Interconnect Link Capacity shall be dimensioned to provide for a minimum of 3 (three) years' provisioning period for the purposes of planning;
- (c) Indicate the number of routes and nodes that will be served at the proposed Point of Interface
- (d) Determine the availability of the switch capacity at the nodes.

3.2 Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the interconnection links and the transmission equipment) on its side of the POI.

## **4. Decommissioning of Point of Interface**

4.1 Either REDtone or Access Seeker may request for the decommissioning of Point of Interface.

4.2 Subject to Paragraphs 4.3 and 4.4, the Operator who makes such request ("Requesting Operator") must first consult and negotiate with the Other Operator in relation to the timetable for decommissioning of the relevant Point of Interface.

4.3 The Requesting Operator must offer an alternative Point of Interface to route interconnection traffic.

4.4 The Requesting Operator shall ensure that there will be no traffic interruption and should be responsible for rerouting the existing traffic before the decommissioning of the relevant



Point of Interface.

**List of Point of Interfaces**

<u>Region</u>	<u>Point of Interface (POI)</u>
Central	i) Bangunan Aik Hua, Kuala Lumpur

**PART V - NETWORK CHANGE OBLIGATION**

**1. General**

1.1 Part V of Schedule A sets out the network change procedures that are applicable only in relation to the provision of Interconnection Services listed in the REDtone RAO.

1.2 Where relevant, the network change obligations set out in Section 5.10 of the MSA Determination shall be applicable.

**2. Network Change Procedures**

2.1 Each Operator is responsible for the safe operation of its Network and must take all reasonable and necessary steps to ensure that its Network, its Network operations and implementation of the Access Agreement:

- (a) do not endanger the safety or health of the officers, employees, contractors, agents or Customers of the Other Operator; and
- (b) do not damage, interfere with or cause any deterioration in the operation of the Other Operator's Network.

2.2 An Operator must not modify, or take any action which would have the effect of modifying the operation of the Network of the Other Operator or take any action with respect to the Other Operator's Network without the Other Operator's permission.

2.3 The Access Seeker must not interfere with the use of the Communications Services provided by REDtone.

**PART VI - NETWORK FACILITIES ACCESS AND CO-LOCATION**

**(Not Applicable)**

## **PART VII- OPERATIONS AND MAINTENANCE**

### **1. General**

1.1 Part VII of Schedule A sets out the operations and maintenance procedures that are applicable in relation to the provision of Interconnection Services as listed in the REDtone RAO.

1.2 Where relevant, the operations and maintenance obligations set out in Section 5.12 of the MSA Determination shall be applicable.

### **2. Operations and Maintenance Obligation**

2.1 Each Operator shall be responsible for the operations and maintenance of its own facilities and services.

2.2 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.

2.3 Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in clause 2.2.

2.4 **Non-discriminatory fault reporting and identification:** An Operator shall:

- i. perform fault reporting and identification on a non-discriminatory basis; and
- ii. treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.

2.5 **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.

2.6 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.

2.7 **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.

2.8 **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.

2.9 Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

2.10 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 reoccurred;
- (c) all other faults.

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

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

- 2.12 **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 itself

### 3. Maintenance Procedures and Practices

3.1 **Planned maintenance:** If an Operator intends to undertake planned maintenance ("**Maintenance Operator**") which may affect an Access Seeker's Network, Facilities and/or Services, the Maintenance Operator must:

- (a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

3.2 **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.

3.3 **Emergency maintenance:** If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the Maintenance Operator must, if it is able to:

- (a) provide at least twenty-four (24) hours' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.

3.4 An Access Provider shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.

3.5 **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.

3.6 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.

#### **4. Fault Management**

4.1 The Operators will co-operate to enable each other to meet the terms of their respective Licences and to fulfil their obligations under the Agreement and to provide Communications Services to their Customers.

4.2 The Operators will manage their Networks to minimise disruption to services and, in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.

4.3 Each Operator must manage, notify and correct faults arising in its Network which affect the provision of any Communications Service by the Other Operator:

- (a) as it would in the ordinary course for similar faults affecting the provision of Communications Services by it;
- (b) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in the relevant Manual; and
- (c) in accordance with any service quality standards determined by the Commission.

#### **5. Network Monitoring**

5.1 Each operator is responsible for monitoring of alarms belonging to its own Network.

#### **6. Service review**

6.1 The Operators shall hold meetings regularly to review the performance of interconnection between the Operators' Networks and mutually exchanged operational information. In addition, the Operators shall discuss at the meetings, any other inter-working issue that arise.

#### **7. Access to POI**

7.1 Each operator shall be responsible for inter alia:

- (a) maintaining its POI equipment located in POI sites in good working condition;

- (b) maintaining the POI sites in a tidy and safe condition;
- (c) ensuring that flammable material is not left in or around POI sites following maintenance works or other operations; and
- (d) take such other action as a reasonable prudent operator of such POI equipment would take.

## **PART VIII - CHURN OBLIGATIONS**

### **1. General**

1.1 Part VIII of Schedule A sets out the churn procedures that are applicable only in relation to the provision of Facilities and Services listed in the Access List under REDtone's RAO.

1.2 Where relevant, the churn obligations set out in Section 5.18 of the MSA Determination shall be applicable.

## **PART IX - OTHER TECHNICAL MATTERS**

### **1. General**

1.1 Part IX of Schedule A sets out the other technical matters and procedures that are applicable only in relation to the provision of Interconnection Services under REDtone's RAO.

1.2 Where relevant, the technical obligations set out in Section 5.16 of the MSA Determination shall be applicable.

### **2. Other Technical Issues**

2.1 The Operators shall:

- (a) designate in writing the Point of Interface for the handover of Interconnect Traffic;
- and

- (b) provide at least two (2) months prior written notice of its intention to designate a Point of Interface as the point for the handover of particular Interconnect Traffic that would affect the interconnect charges payable by an Operator to the Other Operator on any particular route. This notice period can be shortened by agreement between the Operators.

2.2 In all situations, a Customer's original CLI must be routed by the Access Seeker to REDtone and, where applicable, by the REDtone to the Access Seeker. Accordingly, in all situations, the translation of numbers, the use of "dummy" numbers or CLI, or any other means of altering numbers which does confuse, or may have the tendency to confuse REDtone's Network or REDtone's or Access Seeker's billing system is absolutely prohibited provided always, that agreed "dummy" numbers or CLI may be used to overcome technical problems relating to

routing of Interconnect Traffic or billing of Interconnection Services and such "dummy" numbers are listed in the relevant Manual.

2.3 In the event that a Call Communication from the Network of the Access Seeker is terminated at the RVA of REDtone's Network, the REDtone shall forward the answer signal to the Access Seeker's Network on the activation of the RVA and/or the intervention of a human operator, if applicable, on REDtone's Network.

***[The remainder of this page is intentionally left blank]***



## **SCHEDULE B SERVICE SPECIFIC OBLIGATION**

### **SECTION I - FIXED NETWORK ORIGINATION AND TERMINATION SERVICE**

#### **1. General**

1.1 Section I of Part B set out the terms and conditions which would be applicable to:-

- (a) Fixed Network Origination Service,
- (b) Fixed Network Termination Service unless otherwise expressly stated.

#### **2. Access Service**

2.1 The Access Provider will provide the agreed Access Service stated in this Section I in accordance with the terms and conditions of this Agreement (including the Service Ordering Procedures).

2.2 Each Operator must ensure that the carriage of Call Communications by it conforms to the QoS Standards for the carriage of Call Communications in respect of which the Operator has control. < do we want to include the QoS table as per MSA Determination 6.1.17>

2.3 The Access Seeker will pay to the Access Provider for Access Services stated in this Section I provided by the Access Provider, Charges in accordance with the applicable provisions set out in the Section I of Part C.

2.4 The routing and call handover principles to be applied to this type of Call Communication are set out in the agreed written procedures and methods.

2.5 In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Telephony over IP Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Access Charges. Any Access Charges incurred in forwarding the call from the original 'B' party number to another PSTN Fixed Number or Telephony over IP Number to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected. The DTS/MSC/switching centre shall submit the 'B' party number to the terminating exchange and not the original 'A' number when the call is subject to "call forwarding". International call forwarding is not permitted.

#### **3. Facilities Access**

3.1 Unless otherwise agreed by the Operators, each POI will be physically installed and housed at the locations to be agreed by the Operators.

3.2 The Access Seeker shall provide REDtone reasonable access to its premises when the Access Provider reasonably requires it for the purpose of installing, maintaining, modifying or removing REDtone's Equipment required at the POI.

#### 4. Numbering

4.1 The Operators are to comply with the obligations, operations and procedures in relation to the Fixed Numbers determined by the Number Plan promulgated by the Commission.

4.2 The Operators shall have full discretion in allocating the Fixed Numbers which have been allocated for their respective use by the Commission subject to the following conditions:

- (a) Save for Telephony Service over IP, every 10,000 (for Peninsular Malaysia) or 1,000 (for East Malaysia) block of numbers must be capable of reference to and restricted to one (1) Telephone Area; and
- (b) Any allocation of Fixed Numbers facilitates access to and routing over the Operator's Network in accordance with the procedures laid down in the Terms and Conditions for Technical Matters.

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## **SCHEDULE C CHARGES AND CHARGING PRINCIPLE**

### **SECTION I FIXED NETWORK ORIGINATION AND TERMINATION SERVICE**

#### **1. General**

1.1 This section sets out the charges and the charging principles which would be applicable to:-

- (a) Fixed Network Origination Service; and
- (b) Fixed Network Termination Service

#### **2. Charges and Charging Principles**

2.1 Fixed Network Origination Service and Fixed Network Termination Services supplied by the Access Provider will, only to the extent necessary, be subject to the Charges listed in **Tables A and B** below and shall be applied for the carriage of voice Call Communications (including facsimile) only. For the purposes of clarification, all other Fixed Network Origination Service and Fixed Network Termination Service not listed in **Tables A and B** below are negotiated charges.

***[The remainder of this page is intentionally left blank]***

**TABLE A: ACCESS CHARGE FOR FIXED NETWORK ORIGINATION SERVICE FOR PSTN NETWORK ONLY**

<b>Interconnect Chargeable Calls:</b>			
<b>(a) Fixed Network Origination Service from the PSTN Network</b>			
<b>Type of Charge</b>	<b>Sen per minute, 24 hour weighted average</b>		
	<b>1 January 2013 until 31 December 2013</b>	<b>1 January 2014 until 31 December 2014</b>	<b>1 January 2015 until a new Mandatory Standard on Access Pricing takes effect</b>
Local origination charge	3.94	2.88	1.82
Single tandem origination charge	4.85	4.69	4.54
Double tandem origination charge	5.51	6.02	6.53
Double tandem origination charge using submarine cable	18.40	18.00	17.68

**TABLE B: ACCESS CHARGE FOR FIXED NETWORK TERMINATION SERVICE FOR PSTN NETWORK ONLY**

<b>Interconnect Chargeable Calls:</b>			
<b>(b) Fixed Network Termination Service to the PSTN Network</b>			
<b>Type of Charge</b>	<b>Sen per minute, 24 hour weighted average</b>		
	<b>1 January 2013 until 31 December 2013</b>	<b>1 January 2014 until 31 December 2014</b>	<b>1 January 2015 until a new Mandatory Standard on Access Pricing takes effect</b>
Local termination charge	3.88	2.76	1.65
Single tandem termination charge	4.70	4.40	4.10
Double tandem termination charge	4.94	4.88	4.83
Double tandem termination charge using submarine cable	17.37	17.36	17.44

**2.2 Time Units for Charging**

**2.2.1** The agreed time units for calculating the Charges for Fixed Network Origination Service and Fixed Network Termination Service, on a call by call basis, for all types of voice Call Communication are set out in **Table C** below.

**TABLE C: TIME UNIT FOR CALL COMMUNICATIONS**

<b>TYPE OF CALL</b>	<b>TIME UNITS FOR CHARGING</b> <b>(On a call by call basis)</b>
Local Calls	Two (2) minutes or part thereof for the first two (2) minutes and, thereafter, on one (1) minute increments or part thereof
All voice Calls Involving a Fixed Component	One (1) second or part thereof.

Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in 6 decimal points for RM and 4 decimal points for sen for the purposes of calculating the Charges.

### 2.3 Discount and Applicable Charges

2.3.1 For the purpose of clarity, any discount given by an Operator to its Customers for the use of its services shall be borne by that Operator and shall not in anyway result in a decrease in the applicable Access Charges.

***[The remainder of this page is intentionally left blank]***

## ANNEXURE I

### CONFIDENTIAL AGREEMENT - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made on this day of XXX BETWEEN REDtone Engineering & Network Services Sdn. Bhd. (Company No. 526020-T), a company incorporated under the laws of Malaysia and having its registered office at Suite 22-30, 5<sup>th</sup> Floor, IOI Business Park, 47100 Puchong, Selangor, Malaysia. (hereinafter referred to as "REDtone") of the first part; AND [ ] (Company No: [ ]) a company incorporated under the laws of Malaysia and having its registered office at [ ] (hereinafter referred to as "the Company") of the last part.

REDtone and the Company shall be referred to individually as a "Party" and collectively as "Parties".

#### RECITALS

#### WHEREAS:

(A) REDtone holds NSP individual licence (Registration No: NSP/I/2000/37) NFP individual licence (Registration No: NFP/I/2000/64) and ASP Class licence under the Communications and Multimedia Act 1998 and is authorized to provide access to certain network facilities and network services under its individual licences.

(B) The Company holds an [ ] individual and class licences (Registration No: [ ]) under the Communications and Multimedia Act 1998 and is authorized to provide access to certain network facilities, network services and/or application services under its individual or class licences.

(C) REDtone and the Company are considering a proposal for the interconnection of their networks and the provision of agreed access services ("Project").

(D) For the purpose of the Project, it will be necessary and/or desirable for the Parties to disclose to each other various Confidential Information and the Parties have provided and will further provide information including but not limited to financial information, trade secrets and proprietary know how for the purpose of or in connection with the Project.

(E) The Parties hereby agree to enter into this Agreement to regulate their intention and understanding with respect to maintaining and preserving all Confidential Information that are to be disclosed and which transpired between the Parties in relation to the Project subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

#### 1. DEFINITION

"Confidential Information"

The Parties hereby agree that for the purposes of this Agreement, Confidential Information shall mean and include:

(a) information of whatever nature relating to the Disclosing Party which is obtained by the Receiving Party and/or its Representatives in written, pictorial or oral form from or pursuant to discussions, negotiations and/or correspondences with any of the Representatives of the Disclosing Party;

(b) information of whatever nature relating to the business of the Disclosing Party obtained by observation during visits to the Disclosing Party's premises.

(c) analysis, compilations, studies and other documents prepared by the Receiving Party, its officers, employees, agents or professional advisers which contain or otherwise reflect or are generated from the information specified (a) and (b) above; and

(d) all information made available by the Disclosing Party to the Receiving Party in connection with directly or indirectly to this Agreement and the fact that discussions, negotiations and/or correspondences are taking, or have taken place in respect of the Contract or any of the terms, conditions or other facts with respect to any other offer. Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, specifications, drawings, reports, accounts, expressions of views, board papers, processes, formulae, matters of a technical nature, research and development information, business records, notes, products, know-how, trade secret, secret information, engineering, manufacturing, planning, employee details or other documents and things whether written, oral, electronic or in any other form disclosed and/or supplied by the Disclosing Party to the Receiving Party;

"Disclosing Party" means the Party from whom the Confidential Information originates and is disclosed to the Receiving Party;

"Government Agency" means any federal, state, municipal or local government or regulatory department, body, political subdivision, commission, instrumentality, agency, ministry, court, judicial or administrative body, taxing agency or other agency having jurisdiction over either Party or the Contract;

"Project" has the meaning ascribed in Recital (C);

"Receiving Party" means the Party to whom the Confidential is given or disclosed; and

"Representatives" mean the directors, officers, employees, affiliates, agents and representatives including without limitation financiers, brokers, advisors, lawyers and accountants.

## 2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 In consideration of the disclosure of the Confidential Information by the Disclosing Party or any third party on behalf of the Disclosing Party to the Receiving Party, the Receiving Party undertakes:

(a) to maintain the Confidential Information in strict confidence and to use it only for the purpose of or in connection of the Project;



(b) not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or any other purpose or in a manner detrimental or competitive to the Disclosing Party;

(c) to disclose the Confidential Information only to such of its Representatives who have a need to know or whose services are reasonably required in connection with the Project and further, where disclosure is made to its Representatives, such disclosure is made on their written undertaking to comply with the confidentiality obligations in this Agreement;

(d) to promptly notify the Disclosing Party in writing of the names of the Representatives involved in the Project upon request being made by Disclosing Party at any given time;

(e) to apply no lesser security measures and degree of care to the Confidential Information than those which it applies to its own confidential or proprietary information and the Receiving Party further undertakes to provide adequate protection of such Confidential Information from unauthorised access, copying or use;

(f) not to copy reproduce and/or reduce to writing or any form of recording the Confidential Information or any part thereof except as may be reasonably necessary for the Project; and

(g) not to remove any documents, files, records, correspondence, notes or other papers (including copies) of the Confidential Information from the Disclosing Party' premises, save and except with the written permission of an authorised Representative of the Disclosing Party and shall promptly return all such documents, files, records, correspondence, notes or other papers (including copies) of the Confidential Information to the Disclosing Party upon request by the Disclosing Party or on the completion of the Project.

2.2 Each Party agrees and undertakes with the other that it shall not without the prior written consent of the other Party disclose to any person (other than its Representatives and only on a need to know basis) the fact that the Confidential Information exists or has been made available, that it is in negotiations, discussions and consultation with the other Party in regard to the Proposal or any other proposal or transaction involving the other Party, or that discussions or negotiations are taking or have taken place concerning the Project or any term, condition or other fact relating to the Project or such discussions or negotiations, including, without limitation, the status thereof.

2.3 The obligations imposed upon the Parties herein shall not apply to information which:

(a) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party's use or files and records prior to the time of disclosure; or

(b) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this Agreement by the Receiving Party; or

(c) is approved in writing for release by the Disclosing Party ; or

(d) is independently developed by the Receiving Party; or

(e) is disclosed pursuant to a requirement or request of a Government Agency or law but only to the extent so ordered.

### 3. RETURN OF MATERIALS

3.1 The Receiving Party shall immediately return to the Disclosing Party (or destroy, where delivery is not physically possible) all Confidential Information held by it or which is under its control, and all notes, calculations or summaries or other material derived or produced partly or wholly from any of the Confidential

Information and any or all computer records (including copies, reproductions and recordings of them) derived or produced partly or wholly from any of the Confidential Information and shall, if requested by the Disclosing Party, provide to the Disclosing Party an undertaking from a duly authorised officer of the Receiving Party that to his personal knowledge all such records have been delivered, erased or destroyed in the following circumstances:-

- (a) when the Confidential Information is no longer required for the Project;
- (b) on the demand of the Disclosing Party if the Receiving Party is in breach of this Agreement;
- (c) if ordered by a court; or
- (d) at the expiration of the period (if any) during or for which the Disclosing Party has agreed that the Receiving Party may have or continue to receive the Confidential Information.

### 4. DISCLAIMER AND WARRANTY

4.1 The Disclosing Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly provided by this Agreement are granted or are to be implied from this Agreement. On receipt of a written request from the Disclosing Party, the Receiving Party shall, at its own cost and expense, forthwith return to the Disclosing Party or destroy (and in the latter case confirm the destruction in writing) all Confidential Information including all Confidential Information contained in original documents or copies of documents and all copies made, if any. In addition, any computer disk, or any other information stored on computer or any documents prepared by the Receiving Party or its Representatives which incorporate any of the Confidential Information shall be destroyed or returned to the Disclosing Party or dealt with as the Disclosing Party may direct.

4.2 The Disclosing Party warrants that it is lawfully entitled to disclose its Confidential Information to the other Party and to authorise the other Party to use the same for the Purpose and that the Confidential Information has not been provided in breach of any arrangement with third parties.

4.3 The Disclosing Party does not represent nor warrant that the Confidential Information disclosed shall be accurate and complete at the time of disclosure.

### 5. PATENT OR COPYRIGHT INFRINGEMENT

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent or copyright, nor shall this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information except for the limited right to review such Contract as provided herein.

## 6. REMEDIES

6.1 The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights, powers or remedies provided by law and equity independently of this Agreement.

6.2 The Receiving Party agrees that the obligations of the Receiving Party provided herein are necessary and reasonable in order to protect the Disclosing Party and its business and that the Receiving Party acknowledges that damages are not a sufficient remedy for any breach of this Agreement and that the Disclosing Party is entitled to seek specific performance or preliminary or permanent injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Receiving Party or its Representatives, in addition to any other remedies available at law or equity including but not limited to any claim for damages or loss PROVIDED THAT any losses which are not reasonably foreseeable but which the Receiving Party shall have been duly informed in writing by the Disclosing Party of the possibility of such losses occurring shall also be recoverable.

6.3 The Receiving Party hereby consents to the institution of proceedings for such relief by the Disclosing Party and the grant of any such relief by a competent court of law.

6.4 In the event of litigation relating to the matters contained herein, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by the Receiving Party or its Representatives, the Receiving Party shall reimburse the Disclosing Party for all costs and expenses (including without limitation, legal fees and expenses) incurred in connection with all such litigation.

## 7. CONFIDENTIALITY

Each Party agrees to keep the existence and nature of this Agreement confidential and not to use the same or the name of the other Party in any advertisement or other disclosure with regard to this Agreement without the prior written consent of the other Party.

## 8. PERIOD OF OBLIGATION

The obligation of the Receiving Party in respect of disclosure and use of the Confidential Information acquired from Disclosing Party shall continue and survive the expiry and/or termination of this Agreement.

## 9. NOTICES

9.1 All notices under this Agreement shall be in writing and shall be sent personally by hand or by facsimile or electronically or registered or recorded delivery post to the Party being served at its address as specified hereunder or such other address of which such Party shall have given

notice as aforesaid, and marked for attention of that Party's signatory of this Agreement. Unless the contrary shall be proved each such notice or communication shall be deemed to have been given or made and delivered:

(a) if by letter, seventy two (72) hours after posting; or

(b) if by hand or by courier, when delivered, or

(c) if by facsimile transmission, one (1) hour after its transmission if such time is during business hours in the place of its receipt or, if it is not, on the opening of business on the next succeeding business day in the place of its receipt Provided That the sender has an answerback confirmation and print-out copy of the transmission report generated by the facsimile machine from which such notice was sent that the document has been successfully transmitted

9.2 The correspondence address and facsimile number of the Parties are as follows:-

REDtone Engineering and Network Services Sdn. Bhd. (Formerly known as REDtone Marketing Sdn Bhd)

Address: Suite 22 – 28, 5<sup>th</sup> Floor,  
IOI Business Park, 47100 Puchong  
Selangor, Malaysia

Telephone No.: (603) 8073 2288

Facsimile No.: (603) 8072 2282

Attention: Head – Regulatory

Sea Telco Engineering Services Sdn. Bhd.

Address: Suite 22 – 28, 5<sup>th</sup> Floor,  
IOI Business Park, 47100 Puchong  
Selangor, Malaysia

Telephone No.: (603) 8072 2288

Facsimile No.: (603) 8072 2282

Attention: Head – Regulatory

[COMPANY NAME]

Address: [ ]

Telephone No.: [ ]

Facsimile No. : [ ]

Attention: [ ]

## 10. SUCCESSORS BOUND

This Agreement shall be binding on the successors-in-title and permitted assigns of the Parties.

## 11. NON-ASSIGNMENT

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by the Parties unless with the prior written consent of the other Party.

## 12. WAIVER

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by any Party of breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provisions.

## 13. APPLICABLE LAW AND JURISDICTION

The laws of Malaysia shall be applied to this Agreement and each Party agrees to submit to the exclusive jurisdiction of the Malaysian courts.

## 14. TIME

Time wherever mentioned in this Agreement shall be of the essence.

## 15. NO OBLIGATION

This Agreement does not restrict either Party from developing new or improved products or services, or the same. Nothing in this Agreement shall be construed as an obligation by either Party to enter into any contract, agreement or other business relationship with any other party.

## 16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding among the Parties with respect to the Confidential Information and supersedes all previous agreements, understandings and undertakings between them relating to it.

## 17. AMENDMENT

No amendment, variation, modification, replacement or alteration of any terms and conditions set forth in this Agreement shall be effective unless it is made in writing and mutually agreed and consented by all the Parties.

## 18. SEVERABILITY

Any provision of this Agreement which is invalid or unenforceable by law shall be effective to the extent of such invalidity or unenforceability only without affecting the remaining provisions thereof. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree to the terms of mutually satisfactory provisions to be substituted for the provisions which are found to be void and unenforceable by applicable law.

## 19. COSTS

19.1 Each Party shall bear its own costs and expenses arising out of the preparation and execution of this Agreement.

19.2 Stamp duty shall be borne by the Company.

20. NON-PUBLICITY

No Party shall disclose to any third party the existence or contents of this Agreement, or the fact that the Parties are discussing the subject covered by this Agreement.

21. HEADINGS

The headings used in this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

[The remainder of this page is intentionally left blank]

IN THE WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and year first above written.

SIGNED by )  
for and on behalf of )  
REDtone Engineering & Network Services Sdn Bhd )  
(Company No. 526020-T) )  
in the presence of:-

.....  
Name:  
NRIC No:

SIGNED by )  
for and on behalf of )  
Sea Telco Engineering Services Sdn Bhd )  
(Company No. 593355-A) )  
in the presence of:-

.....  
Name:  
NRIC No:

## ANNEXURE II

### List of Point of Interfaces

<u>Region</u>	<u>Point of Interface (POI)</u>
Central	i) Bangunan Aik Hua, Kuala Lumpur

<b>ACCESS REQUEST APPLICATION FORM</b>	
<b>1. ACCESS SEEKER INFORMATION</b>	
<b>Company Information</b>	
Company Name	
Company Registration Number	
Company Address	
Company Phone Number	
<b>Correspondence</b>	
Name of Contact Person	
Designation	
Mobile Number	
Office Phone Number	
Email address	
Correspondence Address	
<b>2. PURPOSE</b>	
Purpose of Application <i>(please tick where applicable)</i>	<input type="checkbox"/> Accept REDtone's RAO <input type="checkbox"/> Negotiate Access Agreement <input type="checkbox"/> Request for information on REDtone's RAO
<b>3. ACCESS FOR SERVICE</b>	
Request for Service <i>(please tick where applicable)</i>	<input type="checkbox"/> Fixed Network Origination Service <input type="checkbox"/> Fixed Network Termination Service
<b>4. POINT OF INTERCONNECT (POI)</b>	
Type of Interconnect <i>(please tick where applicable)</i>	<input type="checkbox"/> SS7 <input type="checkbox"/> IP
Type of Switch (Vendor)	
Location	
Floor Number	



5. SCOPE OF SERVICE	
<i>for SS7 Interconnection</i>	Number of E1
Commencement	
Quarter 2	
Quarter 3	
Quarter 4	
<i>for IP Interconnection</i>	Number of Concurrent Channel
Commencement	
Quarter 2	
Quarter 3	
Quarter 4	
6. SUPPORTING DOCUMENTS TO BE ATTACHED	
	FOR REDTONE USE ONLY
	Acknowledge Receipt <i>(to be ticked by REDtone)</i>
1) Two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by REDtone as in Annexure I of REDtone's RAO	<input type="checkbox"/>
2) Creditworthiness Information in accordance with REDtone requirement as set out in subsection 4.2 of REDtone's RAO	<input type="checkbox"/>
3) Security Sum in accordance with REDtone security requirement as set out in subsection 4.3 of REDtone's RAO	<input type="checkbox"/>
4) Insurance Information in accordance with REDtone insurance requirement as set out in subsection 4.4 of REDtone's RAO	<input type="checkbox"/>
7. ACKNOWLEDGEMENT	
I / We declare that the information given in this application form and the supporting documents are correct and valid, and I / we have not withheld / distorted any material fact.	
Signature : _____	
Name of Signatory	
Designation	
Date	
Company Stamp	
FOR REDTONE USE ONLY	
Date Received	
Received By <i>(Signature)</i>	
Name of Signatory	
Designation	

ANNEXURE IV - Fast Track Application Form



<b>FAST TRACK APPLICATION FORM</b>	
<b>1. ACCESS SEEKER INFORMATION</b>	
<b>Company Information</b>	
Company Name	
Company Registration Number	
Company Address	
Company Phone Number	
<b>Correspondence</b>	
Name of Contact Person	
Designation	
Mobile Number	
Office Phone Number	
Email address	
Correspondence Address	
<b>2. ACCEPTANCE OF RAO</b>	
<p>I am / We are willing to accept the terms and conditions for the requested Access Service as stipulated in REDtone's RAO without negotiation. <i>(please tick to accept)</i></p> <p><input type="checkbox"/> I / We Agree</p>	
<b>3. ACCESS FOR SERVICE</b>	
Request for Service <i>(please tick where applicable)</i>	<input type="checkbox"/> Fixed Network Origination Service <input type="checkbox"/> Fixed Network Termination Service
<b>4. POINT OF INTERCONNECT (POI)</b>	
Type of Interconnect <i>(please tick where applicable)</i>	<input type="checkbox"/> SS7 <input type="checkbox"/> IP
Type of Switch (Vendor)	
Location	
Floor Number	

**5. SCOPE OF SERVICE**

<i>for SS7 Interconnection</i>	Number of E1
Commencement	
Quarter 2	
Quarter 3	
Quarter 4	
<i>for IP Interconnection</i>	Number of Concurrent Channel
Commencement	
Quarter 2	
Quarter 3	
Quarter 4	

**6. ACKNOWLEDGEMENT**

I / We declare that the information given in this application form and the supporting documents are correct and valid, and I / we have not withheld / distorted any material fact.

Signature : \_\_\_\_\_

Name of Signatory	
Designation	
Date	
Company Stamp	

**FOR REDTONE USE ONLY**

Date Received	
Received By ( <i>Signature</i> )	
Name of Signatory	
Designation	