

REDTONE ENGINEERING & NETWORK SERVICES SDN. BHD.

[REGISTRATION No. 200001023412

(COMPANY No. 526020-T)]

REFERENCE ACCESS OFFER Version 1 of 2023 (1 May 2023)

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CHAPTER 1 – INTRODUCTION, BACKGROUND AND SCOPE

1.1 Preliminary

- 1.1.1 This Reference Offer (“RAO”) is made by REDtone Engineering & Network Services Sdn Bhd (“REDtone”), a company incorporated under the laws of Malaysia and having its principal place of business at Suites 22-30, 5th Floor, IOI Business Park, 47100 Puchong, Selangor Darul Ehsan, Malaysia, on 1 May 2023 pursuant to the Commission Determination on Access List (Determination No. 6 of 2021) (“Access List Determination”), the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022) (“MSA Determination”) and the Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2023)(“MSAP Determination”).
- 1.1.2 REDtone is a licensed operator under the Act and pursuant to its License, REDtone may offer network facilities, network services and application services within Malaysia.
- 1.1.3 This RAO, sets out general principles as well as mandatory regulated terms on key rights and obligations concerning interconnection and access service. This RAO can be signed as an Access Agreement or may be further negotiated by REDtone and Access Seeker.

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 Obligations (Section 5.3 of the MSA Determination);
 - (b) Negotiation Obligations (Section 5.4 of the MSA Determination);
 - (c) Content Obligations (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 ('RAO');
- (b) make the RAO available in paper form and on publicly accessible website;
- (c) follow prescribed procedures after acceptance of the RAO; and
- (d) follow prescribed procedures for amendment of the RAO.

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 charges;
- (g) Billing and Settlement;
- (h) Operations and Maintenance;
- (i) Technical;
- (j) Term, Suspension and Termination;

- (k) Churn; and
- (l) Legal Boilerplate.

1.2.5 Service Specific Obligations

The Service Specific Obligations in Section 6 of the MSA Determination set out obligations that apply to all Operator concerning various access issues in connection with specific Facilities and/or Services included in the Access List Determination. These obligations build upon the Operator Access Obligation in paragraph 1.2.6.1 either by providing additional detail or introducing specific concepts relevant to a subset of the Facilities and/or Services in the Access List Determination.

1.2.6 The role of Standard Access

1.2.6.1 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.

1.2.6.2 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; and
- (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 This RAO applies to Access Seeker who are licensed under the Act and who acts in one or more of the following capacities and in accordance with subsection 7.1.3 of the MSA Determination, may be directed to comply with subsection 105(3) of the Act by the Commission:
 - (a) Network facilities providers;
 - (b) Network service providers;
 - (c) Application service providers; and
 - (d) Content application service providers.
- 1.3.6 REDtone's RAO contains terms and conditions for the O&T Services; and
- 1.3.7 Effective date of the RAO comes into force and takes immediate effect in accordance with paragraph 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 Reference Access Offer (RAO)

- 1.4.1 Pursuant to Section 5.3.3 of the MSA Determination, REDtone shall prepare and maintain RAO in relation to network facilities or services on the Access List Determination which REDtone provides to itself or third parties. The RAO shall:
- (a) set out the full terms and conditions on which REDtone is prepared to supply Facilities and/or Services to any other Operator, including the rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates as contemplated in Schedule C of this RAO;
 - (b) incorporate the details of all available POI(s) offered by REDtone, as specified on its publicly accessible website from time to time;
 - (c) contain a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services, including a copy of the fast-track application form required for use;
 - (d) contain a copy of REDtone's RAO standard confidentiality agreement;
 - (e) contain only terms and conditions which are consistent with the rights and obligations set out in the MSA Determination and any applicable mandatory standard, including mandatory standard on QoS; and
 - (f) not contain any terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination or any applicable mandatory standard, including mandatory standard on QoS.

1.5 Amendment to REDtone's RAO

- 1.5.1 REDtone shall, no less than Thirty (30) 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.

1.6 Notice of Withdrawal, Replacement and Variation of REDtone's RAO

- 1.6.1 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 notice of withdraw or replace in REDtone's RAO to all Access Seekers to whom it is supplying Facilities or Services under REDtone's RAO, and shall comply with Conditions 7.4.2 and 7.4.3 of the MSA Determination.
- 1.6.2 Notwithstanding paragraph 1.6.1, REDtone may, subject to paragraph 1.5 above, replace REDtone's RAO at any time.

1.7 Availability

- 1.7.1 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 1.8 below; and
 - (b) On a publicly assessable website at www.redtone.com.
- 1.7.2 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.

1.8 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
Address: Suites 22-30, 5th Floor, IOI Business Park, 47100 Puchong, Selangor Darul Ehsan, 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 Agreement” means agreement entered into between Operators whereby Access Provider provides access to an Access Seeker in accordance with the terms contained in such agreement;

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

“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; or
- (c) a licensee as defined in the Act; and

“Access Request” means a request for access made by Access Seeker under 5.4.5 of MSA Determination No.1 of 2022] and containing the information in the MSA Determination No.1 of 2022 - 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 Provider” means the Operator to whose Network, a line is directly connected and over which Services are supplied, and may also be a Gaining Service Provider or a releasing Service Provider;

“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;

“API” means an application programming interface;

“Billing Period” means period over which supply of the access to Facilities and/or Services is measured for the purpose of billing as contemplated in subsection 5.11.1 of the MSA Determination, which shall be no more than one (1) months and in accordance with the relevant calendar month, unless otherwise agreed between the parties;

“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. 1 of 2022;

“Billing Dispute” has the meaning given to it in subsection 1.1 of the Dispute Resolution Procedures in Annexure A of the MSA Determination;

“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;

“B2B” means Business to Business;

“Call Communication” means:

Communications in whole or in part involving a number or IP address used in the operation of each Operator’s network including Message Communications;

“CLI” or “calling line identification” means the information generated from the Network capability which identifies and forwards through the Network, the calling number;

“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;

“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;

“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. 1 of 2022 ;

"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;

"Customer Demand List" means any list submitted by the Access Seeker from time to time to require certain actions to be taken by the Access Provider to facilitate the placement of an Order by the Access Seeker, in accordance with subsection 6.6.20 of the MSA Determination;

"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. 1 of 2022;

"Disclosing Party" means the party disclosing the Confidential Information;

“Domestic Connectivity to International Service” has the meaning as described in paragraph 5(8) of the Access List Determination;

“Due Date” means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice;

“Effective Date” means the date on which the MSA Determination comes into effect as specified in paragraph 2 of this Determination;

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

“Equivalence of input” is a concept that describes an Access Provider providing to itself and to all Access Seekers the same facilities and Services on the same terms and conditions including at the same prices and services levels, using the same systems and processes and to the same timescales. For clarification, reference in the MSA Determination to “itself” includes its own divisions, subsidiaries, partners or other entities in which it has direct or indirect equity, contractual or other interest;

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

“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. 1 of 2022;

“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” has the meaning as described in paragraph 5(1) of the Access List Determination;

“Fixed Network Termination Service” has the meaning as described in paragraph 5(2) of the Access List Determination;

“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. 1 of 2022;

“Forecast information” means accordance to MDA Determination of No. 1 of 2022 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. 1 of 2022;

“Functionality Change” is as described on Network Change Obligation 5.10.2(e) of MSA Determination No. 1 of 2022;

“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;

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

“HDF” means Handover Distribution Frame;

“High Priority Area” means each of the following locations, facilities or areas;

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

“HSBB Network” 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 (5)7 of the Access List Determination No.1 of 2022;

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

“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;

“Interface Change” has the meaning given to 5.10.2(a) in MSA Determination No 1 of 2022.

“Interconnect Chargeable Calls” includes Successful Calls;

“Interconnect Traffic” means Call Communication traffic between the directly connected Customers of 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” means Facilities or Services including the physical connection between separate networks, to facilitate Any-to-Any Connectivity provided by an Access Provider to an Access Seeker which involves or facilitates the carriage of communications between an End User connected to the network of the Access Provider and;

(a) A Point of Interconnection; or

(b) Where specified in the description of the relevant Facility or Service, an Access Seeker Point of Presence;

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

“Invoice” means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period as contemplated in subsections 5.11.1 and 5.11.3 of the MSA Determination.

“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;

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

“Layer 3 HSBB Network with QoS” is as described in paragraph 5(14) of the Access List Determination;

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

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

“MDF” means Main Distribution Frame;

“Message Communications” means communications that provide only text with or without associated images, audio clips and video clips. Examples of Message Communications include technology which is currently available or which may be developed in future that involves the carriage of text communications with or without associated images, audio clips and video clips;

“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 Network” means the network facilities and/or network services comprising the public cellular mobile network and/or the public mobile radio network for the provision of communications;

“Mobile Network termination service” has the meaning as described in 5(4) of the Access List Determination

“Mobile Network origination service” has the meaning as described in 5(3) of the Access List Determination

“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” has the meaning as described in paragraph 3 of the Access List Determination;

“NEAP” refers to Numbering and Electronic Addressing Plan issued by the Commission;

“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, and in relation to an Operator, means so much of the network as is owned or operated by the Operator;

“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-Binding Forecast Period” means, for the purposes of subsection 5.6.16 of this Standard, any period of time in which the Forecast is non-binding except to the extent a Forecast has been confirmed in accordance with subsection 5.7.12 and 5.7.13 of the MSA Determination No 1. Of 2022;

“Notice of Acceptance” means Access Provider’s notice of acceptance of an Order provided to the Access Seeker pursuant to 5.7.12 and 5.7.13 of MSA Determination No. 1 of 2022;

“Notice of Receipts” means the acknowledgment of receipt of the Order from an Access Seeker as described in 5.7.5 and 5.7.6 of this Standard;

“Operator” means the parties to this Agreement collectively who is an Access Provider or an Access Seeker;

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

“Operational Support System” or “OSS” means the interactive operational support system provided, or to be provided, by the Access Provider to the Access Seeker to perform the functions required in respect of access to Facilities and/or Services including but not limited to the service 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, as described in 5.7.2 of the MSA Determination;

“OSS Change” has the meaning given to it in paragraph 5.10.2(d) of MSA Determination No. 1 of 2022;

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

“Point of Interconnection” or **“POI”** means any technically feasible point which demarcates the Interconnection Networks, and is the point at which communication is transferred between the Interconnecting Networks, such as MYIX;

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

“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. 1 of 2022;

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

“QOS” means Quality of Service;

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

“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 of MSA Determination No 1 of 2022;

“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.

“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 No. 1 of 2022 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
- (b) In relations to all other Facilities and Services, includes the interrogation of an Access Provider’s OSS to confirm availability to fulfil an Order or proposed Order;

“Service Specific Obligations: means obligation which relate to specific types of Facilities and/or Services set out in Section 6 of MSA Determination No. 1 of 2022 and which add to or 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 as set out in this Agreement;

“SMS” means short messaging service;

“Standard” means the Mandatory Standard on Access as determined by the Commission Determination No. 1 of 2022;

“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;

“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;

“Transmission Service” means each of the Trunk Transmission Service, the Wholesale Local Leased Circuit Service and End-to-End Transmission Service;

“Trunk Transmission Service” has the meaning as described in 5(12) of the Access List Determination;

“TSoIP 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;

“Validity Period” has the meaning given to the term in MSA Determination 5.7.13(e);

“VLAN” means Virtual Local Area Network;

“VOIP” means Voice Over Internet Protocol.

“Wholesale Local Leased Circuit Service” has the meaning as described in paragraph 5(6) of the Access List Determination.

2.2 Interpretation

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

(a) the singular includes the plural and vice versa;

(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;

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

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

(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;

(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;

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

(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.

CHAPTER 3 – Principles of Access

3.1 Access Services

- 3.1.1 Subject to paragraph 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 is 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 IV - Fast Track Application Form

3.2 Standard Access Obligations

- 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 Principles on Access Request

3.3.1 Access Terms and Conditions

REDtone shall subject to paragraph 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) The non-discrimination principle contained in the Act applies to, amongst others the following:
 - (i) processing of application for access;
 - (ii) acceptance or refusal of Access Requests;
 - (iii) provision of information required to provide Forecasts or place Orders;
 - (iv) provisioning and Churn of Facilities and/ or Services;
 - (v) allocation of constrained capacity;
 - (vi) fault reporting and fault rectification;
 - (vii) Network Conditioning;
 - (viii) allocation of space at exchanges;
 - (viv) the purpose or use for which access is provided;
 - (vv) the technical parameters with which Facilities and Services are supplies; and
 - (vvi) access to Operational Support Systems in respect of service fulfilment and service assurance.

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.

3.3.4 No Exclusivity and No Restriction on Resale

- (a) REDtone must not, in relation to the supply of a Facility and/or Service, include a term and condition in the Access Agreement preventing an Access Seeker from acquiring the same of any other Facility and/or Services from

another Operator.

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

3.3.5 Necessary Third Party Involvement causing or Contributing to Non-Compliance in Timeframe

3.3.5.1 If:

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

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

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) a list of the relevant licences held by the Access Seeker;
- (d) whether the Access Seeker wishes to accept REDtone’s RAO, to negotiate amendments to the RAO, or negotiate an Access Agreement on alternative terms;
- (e) the information (if any) the Access Seeker reasonably requires REDtone to provide for the purposes of the negotiations;
- (f) contain two (2) copies of Confidentiality agreement properly executed by the Access Seeker in the form prescribed by REDtone as in Annexure I;
- (g) preliminary information regarding the scale and scope of Facilities and/or Services the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;
- (h) relevant technical information relating to the interface standards of the Equipment of the Access Seeker;
- (i) forecast of the capacity the Access Seeker will reasonably require, in accordance with the forecasting procedures stated in Part I of Schedule A;
- (j) relevant information relating to the Access Seeker Network and functionality of its services, to the extent that Access Seeker is aware that such information may affect REDtone Network;
- (k) creditworthiness information in accordance with REDtone requirement as set out in subsection 4.2;
- (l) assessed security in accordance with REDtone security requirement as set out in subsection 4.3;
- (m) insurance information in accordance with REDtone insurance requirement as set out in subsection 4.4; and

- (n) such other information as REDtone may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.

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 is information which are publicly available.

The Creditworthiness information shall be 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 is reasonably undertaken and that imposing the security requirement will materially reduce or remove the risk and shall be commensurate with:-

- (a) A commercially reasonable estimate of the charge that will be incurred by the Access seeker over;
 - i. in respect to Facilities and/or Services with a minimum period of access, a maximum of six months for those Facilities and/or Services;
 - ii. in respect to Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services.

In an Access Agreement;

- (b) will be based on the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- (c) will take into account security previously provided by the Access Seeker.

- 4.3.2 The Access Seeker shall provide the Security Sum to REDtone in the form of Bank Guarantee.
- 4.3.3 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.
- 4.3.4 REDtone must not impose a security requirement on an Access Seeker which:
- i. Exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the Access Provider to the Access Seeker;
 - ii. Is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

4.4 Insurance Information

- 4.4.1 Subject to paragraph 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 be 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 stating that:

- (a) if the Access Seeker is willing to accept a RAO from REDtone, then REDtone will provide access in accordance with the RAO;
- (b) If paragraph 4.5.1(a) of this Standard does not apply. REDtone is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms;
- (c) REDtone refuses the Access Request; or
- (d) REDtone required specified additional information to make a decision on the Access Request in accordance with paragraphs 4.5.1(a) to 4.5.1(c) of this Standard, and once such information is received from the Access Seeker, REDtone shall reconsider the Access Request in accordance with this subsection and the ten (10) Business Days for REDtone to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

REDtone must provide a copy of its response to the Commission at the same time that REDtone provides the response to the Access Seeker.

4.5.2 Resources charge: REDtone:

- (a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by REDtone, for allocation of manpower and other resources to enable REDtone to test and fulfill an Order for new Facilities and/or Services provided that such one-off fee is reasonably justified by REDtone, to the Access Seeker, as necessary for REDtone to provide the requested Facilities and/ or Services
- (b) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 4.5.2(a) above, and in its RAO. REDtone may reasonably require that information under this Paragraph 4.5.2(b) be subject to a confidentiality agreement; and
- (c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 4.5.2(a) above and that have not been included in its RAO. REDtone may reasonably require that information under this paragraph 4.5.2(b) be subject to a confidentiality agreement.

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) REDtone does not currently supply, or provide access to, the relevant Facilities and/ or Services to itself or to any third parties (in which case it shall identify any alternative facilities and/ or services which it does not provide to itself or to any third parties, which may be acceptable substitutes), except where the Access Seeker compensates REDtone for the original supply of access to Facilities and/or Services to the Access Seeker;
- (b) the Access Seeker has not provided all of the information required to be provided;
- (c) It is not technically feasible to provide access to the Facilities and/ or Services requested by the Access Seeker;
- (d) subject to this subsection, REDtone has insufficient capacity or space to provide the requested Facilities and/ or Services;
- (e) REDtone has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/ or Services and such concern cannot be addressed through a security requirement;
- (f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
- (g) there are reasonable grounds for REDtone to refuse access in the national interest.

4.6.2 Determination of technical infeasibility

For the purposes of paragraph 4.6.1(c), REDtone shall not refuse an Access Request on the grounds of technical infeasibility unless REDtone establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matter shall be taken into account in determining whether access is technically feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by REDtone except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;

- (b) any requirement for REDtone to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible;
- (c) if REDtone assets that meeting the Access Request would have an adverse impact on network reliability, REDtone must provide evidence that provision of the requested Facilities and/ or Services would result in a specific and significant adverse impact on network reliability; and
- (d) REDtone must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow REDtone to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

4.6.3 Determination of capacity constraints

REDtone may only refuse an Access Request on the ground that REDtone has insufficient capacity or space under paragraph 4.6.1 (d) of this Standard where REDtone notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:

- (a) already carrying traffic to full capacity or near full capacity; or
- (b) already reserved for future use by REDtone or another Access Seeker, where such future use shall commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving party within seven (7) months from the date of the Access Request, REDtone must promptly inform the Access Seeker and, if required by the Access Seeker, re-consider the Access Request in accordance with the process; and
- (c) in the case of both paragraph 4.6.3(a) and 4.6.3(b) above, REDtone is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

If REDtone considers that it has insufficient capacity or space under paragraph 4.6.1(d) to meet the requirements in as Access Request for 5G Services, then REDtone must:

- (d) increase capacity on its 5G RAN or take such other measures that may be reasonably necessary to accept the Access Seeker's Access Request;

- (e) keep the Access Seeker notified and updated regarding such measures; and
 - (f) notify the Commission as soon as practicable of such insufficient capacity or space, together with reasons and the anticipated length of any delay in satisfying the requirement of the Access Request.
- 4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities or Services offered by REDtone under this RAO.
- 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 offered by REDtone under this RAO. 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 Refusal to the Access Seeker

- 4.7.1 Where REDtone refuse the Access Request, REDtone shall:
- (a) Respond to 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 refusal under Section 4.6.1 above to the Access Seeker;
 - (c) provide basis for REDtone's refusal of the Access Request; and
 - (d) indicate a date and time, not later seven (7) Business Days from the

date of the notice of refusal, at which representatives of REDtone will be available to meet with representatives of the Access Seeker to discuss the refusal 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:

(i) paragraph 4.6.1(b) of this Standard, the Access Provider must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;

(ii) paragraph 4.6.1(d) of this Standard, the Access Provider must identify when additional capacity or space is likely to be available; and

(iii) paragraph 4.6.1 (e) of this Standard, the Access Provider must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services, its reasons for the security requirement and why it considers such concern cannot be addressed through a security requirement under subsection 5.3.9 of the MSA Determination.

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.

4.10 Fast Track Application Process

4.10.1 The fast track application process set out in this Section 4.10 shall be applicable to Facilities and/or Service that is provided by REDtone

4.10.2 For the purpose of clarification, where an Access Seeker requests for an Access Service(s) that is not listed in paragraph 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 paragraph 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 paragraph 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 paragraph 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, Redtone shall:

- (a) in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 5.3.9 of MSA Determination within (5) Business Days of the Access Provider's receipt of fast-track application;
- (b) 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 paragraph 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 paragraph 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 paragraph 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 RAO, 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 paragraph 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 non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.

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 Operator, 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 RAO may be construed as requiring an Operator at any time to disclose to the Other Operator information which is at the date when the RAO comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavors to obtain the consent of that third person.

5.9 (b) After the RAO 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 (1) Month if the Access Seeker does not remedy its breach by the end of that period that period and the Access Seeker has failed to remedy its breach in accordance with such a notification; or
- (b) the Access Seeker is subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seeker's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; or; 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, either Party may request resolution of the dispute in accordance with Dispute Resolution Procedures.

7.4 Suspension

Subject to Section 7.5, REDtone may only suspend access to any Access Facilities and /or Service(s), whether in whole or in part in the following circumstances:

- (a) 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;
- (b) where the Access Seeker has failed to pay Invoices in accordance with Chapter 6 of this RAO and has failed to rectify such non-compliance within thirty (30) days of receiving notice from REDtone to remedy such breach (and subject to any right that the Access Seeker has under subsection 5.11 of this Standard to dispute any amount in an invoice
- (e) where the Access Seeker has failed to provide the new security amount as required under MSA Determination 5.3.9, 5.16.7 and 5.16.8;
- (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. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. The Access Provider:

- (a) shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavour to respond to the Access Provider's notice

within ten (10) Business Days or such other period that the Commission considers is reasonable;

- (b) must not give effect to the proposed termination, suspension or material variation unless the Access Provider has received written consent from the Commission to such termination, suspension or material variation; and
- (c) shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.

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) provided that:
 - i. Such charges must be reduced to reflect any cost savings to REDtone from not having to supply the Access Service(s) to the extent that they have been terminated or suspended; and
 - ii. REDtone must use reasonable endeavours to mitigate its costs or termination or suspension and maximise cost savings under Section 7.7(b) (i) above.

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 and/or Facilities 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 may request preliminary information from REDtone about the availability and capacity of its Facilities and / or Services to the extent the Access Seeker required such information to provide Forecasts

- 2.3 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.

- 2.4 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.

- 2.5 Alternative or no procedure: An Access Provider and an Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in subsection 5.6 of the MSA Determination as part of an Access Agreement, or to dispense with such procedure altogether. If agreement is reached about such matters, the Access Provider and Access Seeker will be bound by the terms of that alternative procedure (or mutual dispensation) and not subsection 5.6 of the MSA Determination.

2.6 Non-binding: Subject to subsection 5.6.3 of MSA Determination, an Access Provider shall not require an Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that the Access Provider is permitted to recover costs and expenses as set out in subsection 5.6.16 of MSA Determination.

2.7 Forecast request: REDtone may request an Access Seeker to provide, with a sufficient level of detail to enable the REDtone to carry out network planning and provisioning, the following information ("Forecast Information"):

(a) the Facilities and/or Services in respect of which Forecasts are required;

(b) the total period of time covered by each Forecast, which period:

(i) shall be determined having regard to the REDtone's own planning and provisioning cycles and the forecasting requirements which apply to the Access Seeker's own business units in using the relevant Facilities and/or Services; and

(ii) shall be the shorter of the period set out in the relevant Service Specific Obligations and the period of forecasting which the REDtone provides to itself for network planning and provisioning purposes;

(c) the intervals or units of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the intervals of time in which the REDtone provides forecasting to itself;

(d) the network area or operational area to which Forecasts shall relate, which area shall correspond to that which the REDtone uses for its own network planning and provisioning;

(e) the frequency with which a Forecast must be updated or a further Forecast made in accordance with this Standard, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the length of time after which the REDtone provides itself with the updated or further Forecasts; and

such other information that the REDtone reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker (which shall not include any information that the REDtone does not provide to itself in connection with forecasting for its own facilities and/or services).

- 2.8 Non-permitted information: REDtone must not request an Access Seeker to provide a Forecast that contains:
- (a) any information that is or would allow the Access Provider to infer any non-permitted information listed under subsection 5.4.16 of the MSA Determination; or
 - (b) any information that identifies or would enable the identification of Customers or particular services of the Access Seeker.
- 2.9 Forecast provision: REDtone may only require an Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.
- 2.10 Use of Forecast Information: Forecast Information provided by the Access Seeker shall be treated by REDtone as Confidential Information of the Access Seeker and shall only be used by those personnel of the REDtone whose role is within either:
- (a) the REDtone's wholesale or interconnection group; or
 - (b) that part of the network engineering group of the REDtone responsible for interconnection or access,
- for the purpose of responding to and planning for the Forecast and related Orders. The Access Provider must maintain records that indicate which persons are provided with access to Forecast Information and, on request from the Commission, provide a copy of such records certified by the Access Provider's Chief Executive Officer or Chief Operating Officer.
- 2.11 Distribution of Forecast Information: REDtone may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 5.6.9 of MSA Determination if:
- (a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and the REDtone's own requirements (so as to protect the confidentiality of the Forecast Information); and
 - (b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services or its Customers in any manner.

2.12 Time for response: The REDtone must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not the REDtone considers the Forecast to be in compliance with the Forecast Request and:

- (a) if, the REDtone considers that the Forecast does not comply with the Forecast Request, to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and the REDtone will not require such information to be provided sooner than four (4) weeks after such a notice; or
- (b) if, the REDtone considers that the Forecast does comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in paragraphs 5.6.12(a) to 5.6.12(d) of this Standard.

2.13 Reasons for rejection: An REDtone may only reject a Forecast following provisional acceptance where the Access Provider reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:

- (a) total current usage of the Facilities and/or Services by the REDtone and all Access Seekers;
- (b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;
- (c) the current rate of growth of total usage of the Facilities and/or Services by the REDtone and all Access Seekers; and
- (d) subject to subsections 5.7.31 and 5.7.32 of this Standard, the amount of capacity in the Facilities and/or Services that the REDtone currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which the REDtone can reasonably provision for itself.

2.14 Time for acceptance or rejection: REDtone must give notice of any acceptance or rejection ("Rejection Notice") of a Forecast to the Access Seeker:

- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (b) such Rejection Notice (if any) must specify:

- (i) the grounds on which the REDtone rejects the Forecast in accordance with subsection 5.6.12 of this Standard, at a sufficient level of detail

to enable the Access Seeker to understand the basis of the rejection and to undertake its own reassessment of the Forecast; and

(ii) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between the REDtone and Access Seeker if the offer is accepted by the Access Seeker.

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

(a) to confirm its rejected Forecast, and explain why the Access Seeker considers that the REDtone is obliged to accept the Forecast under this Standard; or

(b) to submit a new Forecast which the Access Seeker regards as meeting the REDtone's concerns.

2.16 Reconsideration by Access Provider: REDtone shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 5.6.14 of this Standard and subsections 5.6.11 to 5.6.13 of MSA Determination shall re-apply.

2.17 Recovery for over-forecasting: REDtone shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker unless:

(a) the relevant portion of the Forecast that was not met by the Access Seeker does not relate to a Non-Binding Forecast Period;

(b) such costs and expenses were reasonably and necessarily incurred by the REDtone;

(c) REDtone reasonably seeks to mitigate its loss (including through its own usage) provided the REDtone shall not be required to do so for any greater period than the relevant Forecast period; and

(d) the REDtone only recovers from the Access Seeker, seventyfive percent (75%) of such costs and expenses which could not be mitigated under paragraph 5.6.16(c) above.

- 2.18 Meeting Forecasts: Subject to subsections 5.6.11 to 5.6.13 of the MSA Determination, REDtone must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under subsection 5.6.3 of the MSA Determination, it will be binding on the Access Seeker.
- 2.19 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.

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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.

1.1.1 **Contact point or mechanism:** REDtone shall designate and notify an Access Seeker of one or more of the following:

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

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

- (a) the Facilities and/or Services to which access is requested;
- (b) a requested date and time for delivery;
- (c) the location of the points of delivery;
- (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect REDtone's Network; and
- (e) such other information that REDtone reasonably requires in order for it to provision access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:

- (i) REDtone does not require from itself for similar provisioning;
- (ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
- (iii) is non-permitted information.

1.1.3 **Use of ordering information**: Ordering information provided by the Access Seeker shall be treated by REDtone as Confidential Information of the Access Seeker and shall only be used by those persons within REDtone whose role is within:

- (a) REDtone's wholesale or interconnection group; and
- (b) that part of the network engineering group of REDtone responsible for interconnection or access,

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

1.1.4 **Treatment of Orders and Service Qualifications**: REDtone shall:

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

1.1.5 **Acknowledgment of receipt**: REDtone shall acknowledge receipt of an Order for Facilities and/or Services, in writing (or any other material or electronic form as agreed by the parties), within the period specified in the Service Specific Obligations.

1.1.6 **Notice of Receipt**: REDtone must include in its Notice of Receipt the following information:

- (a) the time and date of receipt of the Order;
- (b) a list of any additional information reasonably required by REDtone from the Access Seeker to provision the Order;

(c) whether REDtone needs to perform post-Order Service Qualification because information is not readily available to REDtone, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and

(d) the position of the Order in REDtone's queue

1.1.7 **Further Information:** REDtone shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 1.1.6(b) above to provide REDtone with such information.

1.1.8 **Service Qualifications:** REDtone shall make Service Qualifications available to the Access Seekers prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by REDtone for itself (for example, for marketing purposes in respect of HSBB Network Service-based services offered to Customers). REDtone shall only require post-Order Service Qualifications to be requested if:

(a) no pre-Order Services Qualification has been completed;

(b) REDtone reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and

(c) REDtone notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications) at the time of providing (and as specified in) the REDtone's Notice of Receipt under paragraph 1.1.6 above, or, if further information has been requested under paragraph 1.1.7 above, within two (2) Business Days upon the expiry of the period specified in paragraph 1.1.7 above.

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

1.1.9 Commencement and completion of Service Qualifications:

(a) REDtone shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any Service Qualification within the shorter of:

(i) fifteen (15) Business Days after the date of the Notice of Receipt;

and

- (ii) the time within which REDtone performs and notifies the result of an equivalent Service Qualification undertaken for itself; and
- (b) Where there is a delay in the commencement and/or completion of the Service Qualification, and the delay is caused by either the Access Seeker or by a third party that is not acting under REDtone's direction or control:
- (i) REDtone shall notify the Access Seeker of the delay to the delivery date as soon as practicable after REDtone becomes aware of it;
 - (ii) REDtone and Access Seeker must work together to minimise the delay; and
 - (iii) the delivery date shall be extended for a further period as reasonably necessary, and REDtone shall promptly notify the Access Seeker of the revised completion date.
- (c) If the relevant Facilities and/or Services available to REDtone are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, then REDtone shall notify the Access Seeker, at the same time as providing notice under paragraph 1.1.9(a), of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted.

1.1.10 **Withdrawal of Order following Service Qualifications:** REDtone shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by REDtone for any Service Qualification undertaken in respect of the withdrawn Order (irrespective of whether the REDtone has accepted the Order or not) before the earlier of:

- (a) ten (10) Business Days after the Access Seeker receives the result of a Service Qualification under paragraph 1.1.9 of the above; and
- (b) one (1) Business Day before REDtone commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by REDtone, which may be in the form of a

Notice of Acceptance if civil works is to occur after REDtone has accepted the Order.

1.1.11 **Acceptance obligation:** REDtone must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by REDtone.

1.1.12 **Time for acceptance or rejection:** REDtone must notify the Access Seeker that an Order is accepted or rejected within:

- (a) the specified timeframe in the Service Specific Obligations for the purposes of this paragraph 1.1.12; or
- (b) the timeframe within which it accepts or rejects equivalent Orders for itself,

whichever is shorter.

If REDtone notifies the Access Seeker that an Order is rejected, then REDtone must advise the Access Seeker of the grounds of rejection and whether REDtone would be able to accept the Order in a modified form.

1.1.13 **Notice of Acceptance:** REDtone's Notice of Acceptance to the Access Seeker must contain the following information:

- (a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by REDtone, then no later than:
 - (i) the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of this paragraph 1.1.13; or
 - (ii) the period of time taken by REDtone to deliver, or activate, such Facilities and/or Services for itself,

whichever is shorter;

- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to fulfil the Order, including without limitation additional works such as internal wiring, right of way, land rental, local

authority permits and third-party deposits;

- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("Validity Period").

1.1.14 **Commencement of delivery timeframes:** The applicable delivery timeframe for an Order, as determined under paragraph 1.1.13(a) of the above, shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under paragraph 1.1.15, the date the Access Seeker confirms the Order in accordance with that subsection; and
- (b) in any other case, from the start of the Validity Period.

1.1.15 **Access Seeker's confirmation:**

- (a) The Access Seeker's confirmation of an Order is not required if REDtone accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before REDtone can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for REDtone to proceed with fulfilling an Order as provided for under paragraph 1.1.15(a) above, REDtone shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, REDtone shall fulfil the Order in accordance with the Notice of Acceptance.

1.1.16 **Estimated charges:** If the Notice of Acceptance provided by REDtone contains estimates of charges (e.g. based on time and materials):

- (a) REDtone shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:

- (i) the estimate will likely be exceeded;
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfil the Order;
- (b) REDtone shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by REDtone under paragraph 1.1.16(a) above if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);
- (c) where the actual cost incurred by REDtone exceeds an estimate or revised estimate for a specific scope of work provided by REDtone due to:
- (i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
 - (ii) a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay REDtone for the actual cost incurred (but in no other circumstances); and

- (d) REDtone shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in paragraphs 1.1.13(e) or 1.1.16(b) of the above, as applicable.

1.1.17 Reasons for rejection: REDtone may only reject an Order from an Access Seeker where.

- (a) subject to paragraph 4.6.2 of this Chapter 4 (as if references to 'Access Request' in that subsection were references to 'Order'), it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (b) subject to compliance with paragraphs 1.1.31 and 1.1.32 of this Part II, REDtone has insufficient capacity to provide the requested Facilities and/or Services;
- (c) subject to paragraph 1.1.19 of this Part II, the Order is in excess of the

agreed Forecast levels;

- (d) the Order or variation request duplicates an Order awaiting fulfilment;
- (e) [Not used];
- (f) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to REDtone's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with this Standard) ; or
- (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to REDtone's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements)

1.1.18 **Notice of rejection**: REDtone's notice of rejection of an Order to the Access Seeker must:

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

1.1.19 **Order in excess of Forecast**: Notwithstanding paragraph 1.1.17(b) of this Part II, REDtone must use its reasonable efforts to provide sufficient capacity to enable REDtone to accept and fulfil Orders from an Access Seeker for Facilities and/or Services, which are in excess of the relevant Forecast. REDtone is only required to do so if, after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or REDtone could readily upgrade existing capacity. REDtone shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. REDtone is not required to supply Facilities and/or Services in excess of the Forecast if, despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of Facilities

and/or Services provided to all Access Seekers and/or itself.

- 1.1.20 **Required extra capacity**: REDtone may require an Access Seeker to procure additional capacity on the Access Seeker's side of the Network to the extent that REDtone, in good faith and reasonably, estimates that the Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of the REDtone's Network. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, REDtone must notify the Access Seeker in writing, and the Access Seeker and the REDtone must meet [no later than five (5) Business Days after receipt of the notice from REDtone] to attempt to identify alternative sources of capacity. If the matter cannot be resolved within ten (10) Business Days of the date of that meeting, REDtone may bar or block calls or traffic to the Access Seeker's Network to the extent necessary to minimise congestion within REDtone 's Network.
- 1.1.21 **Other uses**: REDtone shall permit capacity installed in connection with the provision of a network service to be used, to the extent technically feasible, in connection with another network service, at the Access Seeker's option.
- 1.1.22 **Delivery dates**: REDtone shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with paragraph 1.1.24 of this Part II.
- 1.1.23 **Early delivery dates**: IF REDtone, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.
- 1.1.24 **Delayed delivery dates**: Where there is a delay in the delivery of an Order, and:
- (a) the delay is caused by either REDtone or by a third party, that is not acting under the REDtone's direction or control:
 - (i) REDtone shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after REDtone becomes aware of the possible delay;
 - (ii) REDtone shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and

- (iii) the delivery date shall be extended for a further period as reasonably necessary, and REDtone shall promptly notify the Access Seeker of the revised delivery date; or
- (b) where the delay is caused by the Access Seeker:
 - (i) REDtone shall notify the Access Seeker of the delay to the delivery date as soon as practicable after REDtone becomes aware of it;
 - (ii) REDtone and Access Seeker must work together to minimise the delay; and
 - (iii) the delivery date shall be extended for a further period as reasonably necessary, and REDtone shall promptly notify the Access Seeker of the revised delivery date.

1.1.25 **Cancellation and variation of Orders**: REDtone shall allow an Access Seeker to cancel or vary an Order at any time subject to paragraph 1.1.26 of this Part II.

1.1.26 **Cancellation or variation penalty**: Except where this Standard provides that cancellation of an Order is to be at no penalty:

- (a) REDtone may impose a charge for the cancellation or variation of the Order; and
- (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
 - (i) the sum of costs necessarily incurred by REDtone which is directly attributable to the cancellation or variation; or
 - (ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,

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

1.1.27 **Testing and provisioning:** REDtone

- (a) shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services, including, but not limited to, by implementing a proof of concept if requested by the Access Seeker;
- (b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which REDtone treats testing and provisioning for itself; and
- (c) may require reasonable co-operation by the Access Seeker in respect of such activities.

1.1.28 **Resource charge:** REDtone

- (a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by REDtone, for allocation of manpower and other resources to enable REDtone to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by REDtone, to the Access Seeker, as necessary for REDtone to provide the requested Facilities and/or Services;
- (b) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 1.1.28(a) above, and in its RAO. REDtone may reasonably require that information under this paragraph 1.1.28(b) be subject to a confidentiality agreement; and
- (c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 1.1.28(a) above that have not been included in its RAO. REDtone may reasonably require that information under this paragraph 1.1.28(b) be subject to a confidentiality agreement.

1.1.29 **Queuing policy:** REDtone shall establish and maintain a queuing policy for each Facility and/or Service, which:

- (a) shall be non-discriminatory;
- (b) shall be applied to Orders and Service Qualifications of all Access Seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Service

Qualifications of Access Seekers on an equivalent basis to that which REDtone treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and

- (c) shall seek to maximise the efficiency of its ordering and provisioning process.

1.1.30 **Acceptance on queue:** REDtone shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under paragraph 1.1.5 of this Standard (and as specified in the Notice of Receipt under subsection 1.1.6 of this Standard), of their acceptance of, and position in, the REDtone's queue.

1.1.31 **Constrained capacity:** If REDtone reasonably believes that the capacity in any Facilities and/or Services required by:

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

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

- (d) notify all Access Seekers to whom relevant capacity is supplied; and
- (e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with REDtone's Capacity Allocation Policy.

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

- (a) shall be disclosed, free of charge, to each Access Seeker upon entry into an Access Agreement, the Commission upon the Effective Date, to both Access Seekers with whom REDtone has an Access Agreement and the Commission each time it is amended, and any other Operator on request;

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

1.1.33 **Late delivery:** If REDtone fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 1.1.24(a)(iii) of this Standard, except where such failure has been caused solely by either the Access Seeker’s delay or a delay by a third party that is not acting under REDtone’s direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), REDtone shall, without limitation to any other rights the Access Seeker may have under paragraph 1.7 of this Part II or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of REDtone's delay, and the methodology and unit rates for calculating such rebates shall be set out in REDtone’s RAO. If

REDtone alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under REDtone's direction or control, REDtone shall have the burden of demonstrating:

- (a) that allegation; and
- (b) that REDtone has done all things reasonably practicable to minimise or avoid such failure.

1.1.34 **Contractors under direction or control**: For clarity, any employees and contractors of REDtone shall be deemed to be acting under the direction or control of REDtone.

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.

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PART III - 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 whether switching and transmission facilities have the capacity to interconnect with other networks;

3. Criteria for Establishing a New Point of Interface

- 3.1 Prior to accepting the establishment of a new Point of Interface, the Operators shall comply with the following:
 - (a) As a result of special network management requirements, the Access Seeker shall submit its three (3) years' forecast including traffic and circuit forecast requirement at the proposed new Point of Interface ;
 - (b) Indicate the number of routes and nodes that will be served at the proposed Point of Interface
 - (c) 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	Menara AIMS, Kuala Lumpur CX1, CyberJaya, Selangor

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PART IV - 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.

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PART V- 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.

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

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

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	Within twenty-four (24) Hours	Every twenty-four (24) hours	Seventy-two (72) hours

2. Route blocking
<10%

Explanatory Notes to subsection 2.12

- (a) All faults reported shall be ascribed with a 'Priority Level' as set out in the table above for response and rectification purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.
- (b) The 'Fault Types' listed in the table above are only examples of possible types of faults. Operators are required to categorise all faults by reference to the specified 'Priority Levels', 'Response Timeframes' and 'Rectification Timeframes'.
- (c) 'Response Timeframe' refers to the timeframe for the Operator whose Network, Facility and/or Service is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.
- (d) 'Progress Update Frequency' refers to the frequency to update the other Operator until the fault is rectified.
- (e) 'Rectification Timeframe' refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

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.

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PART VI – TECHNICAL OBLIGATION

1. Compliance: Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this Standard.
2. Prevention of technical harm: An Operator must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.
3. Technical Standards: An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.
4. No Interference: An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
 - (a) causes interference; or
 - (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
5. Notice of interference and rectification: If an Operator notifies ("Notifying Operator") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:
 - (a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or
 - (b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under paragraph 5.13.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

OTHER TECHNICAL OBLIGATION

1. General

- 1.1 Part VIII 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 below shall be applicable.
 - 1.2.1 **Obligation to supply:** REDtone shall have an absolute obligation to supply access to Access Service(s) in accordance with this Standard. Such obligation shall not be conditional upon the use of REDtone's reasonable or best endeavours. REDtone shall ensure that it shall not enter into any arrangement which will prevent, hinder or restrict the fulfilment of REDtone's obligation under this Standard.
 - 1.2.2 **Mutual compensation:** REDtone shall establish mutually acceptable compensation arrangements with each other Operator (including bill-and-keep arrangements).
 - 1.2.3 **Equal representatives:** REDtone shall appoint an equal number of representatives to an Interconnect Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely implementation of the terms and conditions of Access Agreements or Dispute Resolution Procedures, as applicable.
 - 1.2.4 **Dispute resolution:** REDtone shall comply with the Dispute Resolution Procedures.
 - 1.2.5 **Complete charges:** REDtone shall specify all charges in an Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access agreement except where such work is to be done on a time and materials basis in which case the Access Provider shall do such work in accordance with a quotation agreed with the Access Seeker as set out in this Standard.
 - 1.2.6 **Intellectual Property:** REDtone shall licence to the other Operator under an Access Agreement on a royalty-free basis, all intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the Operators' Networks, subject to any relevant third party licences. The term of the license must be consistent with the term of the relevant Access Agreement.

1.2.7 **Review:** REDtone shall specify in an Access Agreement prepared by it that such Access Agreement shall be reviewed:

- a. if the Minister issues a direction or determination relating to its subject matter;
- b. if the Commission issues a direction or determination relating to its subject matter;
- c. if the Act or the Standard is amended in relation to its subject matter;
- d. by agreement of each of the parties; or
- e. if a condition of REDtone's licence is amended or deleted or a new condition is imposed in relation to its subject matter.

1.2.8 **Costs and expenses:** REDtone shall bear its own costs and expenses in relation to the preparation, negotiation and execution of an Access Agreement to which they are parties.

1.2.9 **Applicable laws:** REDtone shall include a provision in all Access Agreements prepared by it which provides that the Access Agreement will be governed by the laws of Malaysia and that REDtone will comply with all applicable directions issued by the Malaysian regulatory authorities.

1.2.10 **Reciprocity:** An Access Provider must offer to acquire access to Access Service(s) on the same terms that it provides access to those Access Service(s), where the Access Service(s) are the same or similar in nature.

1.2.11 **Conditional supply:** An Access Provider shall not require an Access Seeker to acquire:

- (a) other Access Service(s) from the Access Provider as a condition of providing Access Service(s) under this Standard (for example, an Access Provider shall not make access to Services conditional on the acquisition of Services, such as transmission Services, or other services, such as maintenance services); and
- (b) any Access Service(s) in any minimum or maximum quantity.

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.

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SCHEDULE B – SERVICES & FACILITIES

SECTION I - SERVICE SPECIFIC OBLIGATION - 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.
- 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 Schedule C: Table A, Table B and Table 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. Forecasts: REDtone shall only request Forecasts where:
- (a) the maximum period of time covered by Forecasts regarding O&T Services is one (1) year;

- (b) the minimum intervals or units of time to be used in Forecasts regarding O&T Services is six (6) months; and
 - (c) the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months.
- 4. Acknowledgement of receipt: For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for an O&T Service within one (1) Business Day.
- 5. Time for acceptance or rejection: Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for an O&T Service is accepted or rejected within ten (10) Business Days after:
 - (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.
- 6. Indicative delivery timeframe: For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for O&T Services is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this subsection 6.1.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard.
- 7. Billing Cycle: For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for O&T Services will be monthly.
- 8. Non-discrimination: An Access Provider shall perform Network Conditioning on an equivalent basis to that which the Access Provider performs Network Conditioning for itself for the same or similar type of O&T Services.
- 9. Impact of retail commercial arrangements: An Access Provider must not refuse to commence or complete Network Conditioning on the basis that the commercial arrangements (other than arrangements in relation to matters specified under subsection 6.1.9 of this Standard, to the extent relevant) are not agreed between the parties in relation to the retail service for which Network Conditioning is to be provided.

10. Commencement of Network Conditioning: An Access Provider must commence Network Conditioning for a Facility and/or Service which requires the Access Provider to conduct such Network Conditioning immediately following the acknowledgement of receipt of an Order from an Access Seeker and agreement by the Access Provider and the Access Seeker in relation to the following matters, to the extent relevant:
 - (a) geographical coverage;
 - (b) number information (i.e., length and code allocation);
 - (c) origins from or destinations to which access is required;
 - (d) network routes (including which Operator is responsible for the provisioning of the interconnection links); and
 - (e) handover arrangements and relevant Points of Interface.
11. Number range activation: Subject to subsection 6.1.11 of this Standard, if the supply of a Facility and/or Service requires the Access Provider to activate a code or number range on its Network, the Access Provider shall:
 - (a) use its best endeavours to activate in the Access Provider's Network the code or number range within the shorter of the timeframe between the time that the Access Provider would activate the code or number range for itself, including on an urgent basis, and ten (10) Business Days of being requested to do so by the Access Seeker; and
 - (b) in any event, activate the code or number range within one (1) month of being requested to do so by the Access Seeker.
12. Intra-Network codes and numbers: Subsection 6.1.10 of this Standard does not apply to codes or number ranges not intended for use across interconnected Networks.
13. Inter-Closed Number Area service: An Access Provider shall offer interconnection to permit calls to be transmitted across Closed Number Area boundaries, whether directly or in transit.
14. Costs: The costs incurred in Network Conditioning shall be apportioned between the Operators as follows:
 - (a) if the work has been carried out in accordance with a Government or Commission requirement, the Operators will bear their own costs; and

- (b) if the work has been carried out to fulfil an Order made in accordance with this Standard, the costs shall be apportioned in an equitable manner between the Operators having regard to cost causation.
15. CLI: For the purpose of billing reconciliation, call charge verification, and other use cases, Operators will provide CLI to each other from its own Network including CLI from another Network with which its Network is interconnected subject to CLI being forwarded to it. Other use cases include prevention and investigation of spam and fraud, display to Customers, emergency services and malicious call tracing.
16. Dummy CLIs: An Operator must route a Customer's original CLI and must not translate numbers, use dummy numbers or dummy CLI, or use any means to alter numbers which may confuse or have the tendency to confuse the other Operator's Network (including transit Networks) or billing systems. Where technical problems for routing or billing so demand, then the use of dummy numbers shall only be permitted as agreed between the Operators.

17. Quality of service: An Access Provider shall provide access to O&T Services for Access Seekers in accordance with the quality of service parameters set out in the table below, and otherwise on an equivalent basis as it provides for itself:

Network Quality	Threshold	Remarks
<p>1.0 Successful Call</p> <p>1.1 Answered Call</p> <p>1.2 Busy Call</p> <p>1.3 No Answer Call</p>	94%	<p>Number of calls that successfully seized a trunk group and are answered.</p> <p>Number of calls that successfully seized a trunk group and are terminated after connection due to 'terminating subscriber is busy'.</p> <p>Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or the calling party went on-hook during ringing.</p>
<p>Call Establishment Rate (1.1 + 1.2 + 1.3)</p>	85%	<p>Expressed as the sum of Answered, Busy and No Answer Calls and indicates the proportion of calls that successfully seized the circuits out of the total call attempts.</p>
<p>2.0 Unsuccessful Call</p> <p>2.1 Network Congestion</p> <p>Internal Congestion (ICONG)</p>		<p>Number of calls offered to a trunk group that successfully overflowed or are rejected in their own switch. Internal congestion of originating POI and interconnect route congestion are due to insufficient capacity to support the current traffic. Short message service ("SMS") is to be agreed with Access Seekers in accordance with best practices.</p>

External Congestion (OCONG)		Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating that far end congestion has occurred within the terminating POI and the subsequent terminating Network. SMS is to be agreed with Access Seekers in accordance with best practices.
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Network Quality	Threshold	Remarks
2.2 Network Fault External Technical Irregularities/Error (ETD) Internal Technical Irregularities/Error (ITI)		Calls which are successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other network element. Calls which are successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network.

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

The Operators are to comply with the obligations, operations and procedures in relation to the Fixed Numbers determined by the Numbering and Electronic Addressing Plan (NEAP) 17 October 2016 by the Commission pursuant to Section 180 of the Communications and Multimedia Act 1998.

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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.

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TABLE A: ACCESS CHARGE FOR FIXED NETWORK ORIGINATION SERVICE

Interconnect Chargeable Calls:			
(a) Fixed Network Origination Service			
Type of Charge	Sen per minute, 24 hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new Mandatory Standard on Access Pricing Determination takes effect
Fixed Network Origination Charge	1.24	1.16	1.03

TABLE B: ACCESS CHARGE FOR FIXED NETWORK TERMINATION SERVICE

Interconnect Chargeable Calls:			
(b) Fixed Network Termination Service			
Type of Charge	Sen per minute, 24 hour weighted average		
	1 March 2023 until 31 December 2023	1 January 2024 until 31 December 2024	1 January 2025 until a new Mandatory Standard Determination on Access Pricing takes effect
National	1.24	1.16	1.03

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 CHARGING

TYPE OF CALL	TIME UNITS FOR CHARGING (On a call by call basis)
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.

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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, 5th 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 Representatives 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. (
Address: Suite 22 – 28, 5th Floor,
IOI Business Park, 47100 Puchong
Selangor, Malaysia
Telephone No.: (603) 8073 2288
Facsimile No.: (603) 8072 2282
Attention: Head – Regulatory

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.

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)

(Registration No. 200001023412
Company No. 526020-T))
in the presence of:-

.....
Name:
NRIC No:

ANNEXURE II – List of Point of Interfaces

<u>Region</u>	<u>Point of Interface (POI)</u>
Central	Menara AIMS, Kuala Lumpur

ACCESS REQUEST APPLICATION FORM	
1. ACCESS SEEKER INFORMATION	
Company Information	
Company Name	
Company Registration Number	
Company Address	
Company Phone Number	
Correspondence	
Name of Contact Person	
Designation	
Mobile Number	
Office Phone Number	
Email address	
Correspondence Address	
2. PURPOSE	
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
3. ACCESS FOR SERVICE	
Request for Service <i>(please tick where applicable)</i>	<input type="checkbox"/> Fixed Network Origination Service <input type="checkbox"/> Fixed Network Termination Service
4. POINT OF INTERCONNECT (POI)	
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	
for SS7 Interconnection	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 1 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	
<p>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.</p> <p>Signature : _____</p>	
Name of Signatory	
Designation	
Date	
Company Stamp	
FOR REDTONE USE ONLY	
Date Received	
Received By (<i>Signature</i>)	
Name of Signatory	
Designation	

FAST TRACK APPLICATION FORM	
1. ACCESS SEEKER INFORMATION	
Company Information	
Company Name	
Company Registration Number	
Company Address	
Company Phone Number	
Correspondence	
Name of Contact Person	
Designation	
Mobile Number	
Office Phone Number	
Email address	
Correspondence Address	
2. ACCEPTANCE OF RAO	
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>	
<input type="checkbox"/> I / We Agree	
3. ACCESS FOR SERVICE	
Request for Service <i>(please tick where applicable)</i>	<input type="checkbox"/> Fixed Network Origination Service <input type="checkbox"/> Fixed Network Termination Service
4. POINT OF INTERCONNECT (POI)	
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	
for SS7 Interconnection	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	
<p>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.</p> <p>Signature : _____</p>	
Name of Signatory	
Designation	
Date	
Company Stamp	
FOR REDTONE USE ONLY	
Date Received	
Received By (<i>Signature</i>)	
Name of Signatory	
Designation	