



VISI CENDERAWASIH SDN BHD

REFERENCE ACCESS OFFER

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THIS REFERENCE ACCESS OFFER IS

MADE BY: Visi Cenderawasih Sdn Bhd (VCSB), company registration number 811905-U, a company incorporated under the laws of Malaysia and having its registered office at No.1 & 3, Jalan 6C/13C Kompleks Premis Usahawan SME Bank Bangi, Taman Perusahaan IKS Seksyen 16, 43650 Bandar Baru Bangi

ON: 31 July 2017

Issued pursuant to the Commission Determination on Access List Determination, Determination 2 of 2015 (**Access List Determination**) and the Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 (**MSA Determination**) and the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2012 as varied by the Variation to Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2012) Determination 4 of 2015 (**Access Pricing Determination**).

LEGISLATIVE BACKGROUND

- A. Pursuant to section 5.3.3 of the MSA Determination, VCSB is pleased to prepare and maintain a Reference Access Offer (RAO) for the Facilities and/or Services listed in the Access List Determination which VCSB provides to itself or third parties.
- B. This RAO specifies the procedures and process to be followed by an Access Seeker who intends to acquire the Facilities and/or Services on the Access List Determination and which:
 - (i) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
 - (ii) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- C. This RAO is consistent with:
 - (i) The standard access obligations stipulated under Section 4.1.1 of the MSA Determination; and
 - (ii) The principles of non-discriminatory stipulated under Section 4.1.5 and 4.1.6 of the MSA Determination.

PART 1 – OVERVIEW OF VISI CENDERAWASIH SDN BHD REFERENCE ACCESS OFFER

1. INTRODUCTION

This RAO outlines the procedures and process on which VCSB is prepared to supply facilities and/or services listed in the Access List Determination.

2. FACILITIES AND SERVICES PROVIDED UNDER VCSB'S RAO

1. This RAO contains the terms and conditions for the following facilities and services:
 - (a) Infrastructure Sharing
 - (b) Transmission Service; and
 - (c) Network Co-location Service

3. NOTICE OF WITHDRAWAL, REPLACEMENT AND VARIATION OF VCSB'S RAO

1. Where VCSB proposes to amend the RAO, VCSB will, within twenty (20) Business Days of making any amendment to the RAO, provide a copy of the amended RAO showing the proposed changes to the existing RAO, to:
 - (a) all Access Seekers who are being provided with access to the facilities and/or services under the existing RAO; and
 - (b) all Access Seekers who have requested access to the facilities and/or services under the existing RAO within the period of three (3) months prior to the making of such amendments, excluding any such Access Seeker who has since indicated that it does not wish to proceed with its Access Request.

For clarification:

- (i) nothing in this **section 1** prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by VCSB;
- (ii) where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between VCSB and Access Seeker; and
- (iii) without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are

identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement. However, if the Access Seeker disputes the change to the existing RAO, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of VCSB.

2. Upon expiry of the twenty (20) Business Days (or such longer period as [VCSB determines is necessary to finalize the amendments to its RAO), VCSB will:
 - (a) Make available the amended RAO on VCSB's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
 - (b) Provide the updated RAO to the Commission within ten (10) Business Days after being made available.

4. INFORMATION DISCLOSURE OBLIGATIONS UPON ACCESS REQUEST

1. VCSB's shall provide the following information within ten (10) Business Days upon receipt of a written request from an Access Seeker for the provision of access:
 - (a) any supplementary details of a facility and/or service offered by VCSB not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
 - (b) any supplementary access charges for facilities and/or services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
 - (c) all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to any physical and logical interfaces of its Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, VCSB's Network;
 - (d) supplementary details of VCSB's operational processes and procedures not included in the RAO (e.g. regarding escorted access at site deemed to be critical national information infrastructure or other secure sites);
 - (e) supplementary details of VCSB's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);

- (f) details of VCSB's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
- (g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment for, if available) required by VCSB; and
- (h) VCSB's reasons for failing to supply any of the information referred to in **section 1(a) to 1(f)** above.

Prior to the provision of information under this **section 1**, VCSB shall request the Access Seeker to enter into a Confidentiality Agreement as prescribed by VCSB.

2. Any communication in respect of VCSB's RAO should be made in writing to:

Attention: Corporate Affairs

Address: No.1 & 3, Jalan 6C/13C
Kompleks Premis Usahawan SME Bank Bangi
Taman Perusahaan IKS Seksyen 16
43650 Bandar Baru Bangi

Email: info@vcsb.com.my

PART 2 – VISI CENDERAWASIH SDN BHD REFERENCE ACCESS OFFER

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

1. The following words have these meanings in this VCSB's RAO unless the contrary intention appears:-

“Act” means the Communications and Multimedia Act 1998 and as may be amended from time to time;

“Access Agreement” means an agreement entered into between VCSB and the Access Seeker whereby VCSB provides requested Facilities and/or Services to an Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act;

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

“Access Request” means a request for access to Facilities and/or Services made by an Access Seeker to VCSB;

“Access Seeker” means a network facilities provider, network service provider, an applications service provider or a content applications service provider who is a licensee as defined in the Act and who makes a written request for access or is being provided with Facilities and/or Services by VCSB;

“Access Service” in relation to Facilities and/or Services means a service for the carriage of agreed Call Communications between:

- (a) A POI/POP and a Called Party/called number (including calls to Freephone 1800 and Toll Free 1300 Services); or
- (b) A calling Party and a POI/POP; or
- (c) Two POIs/POPs.

“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.

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

“Billing Period” means one (1) calendar month period over which the supply of access to Facilities and/or Services is measured for the purposes of billing, unless otherwise agreed between the parties;

“Business Day” means any day other than a Saturday, Sunday or in states where Friday is observed as the weekly holiday, a Thursday and Friday or public holiday (whether gazetted or not) which is lawfully observed as a national public holiday throughout Malaysia and on which commercial banks are open for usual banking business in Kuala Lumpur and Selangor;

“Call Communications” means communications in whole or in part involving a number IP address used in the operation of each Operator's Network including Message Communications;

“Charges” means the sums payable by the Access Seeker to VCSB for accessing and/or being provided the Facilities and/or Service;

“Commission” means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589) and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia;

“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 Operator's Facilities and/or Services;

“DTS” means Digital Trunk Switch;

“Due Date” means, in respect of an Invoice, thirty one (31) days from the date of receipt of an Invoice;

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

“Facilities” means network facilities and/or other facilities which facilitates the provision of network services or applications services including content applications services as listed in the Access List Determination;

“Gateway” means a designated DTS or Media Gateway or SBC which:

- (a) provides operational interworking between the networks of both VCSB and the Access Seeker;
- (b) provides an agreed interface between the signaling, switching, transmission and operations systems of both VCSB and the Access Seeker; and
- (c) is defined by a unique name or code; and
- (d) supports one or more POIs.

“Instrument” means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.

“Internet” means the international network of digital networks utilising the TCP/IP suite of communications protocols of which an Operator's Internet Access Services form part thereof;

“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;

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

“Legislative Event” means:

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

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

“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 Co-Location Service” has the meaning as described in paragraph 4(9) of the Access List Determination;

“Operator” means:

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

includes both VCSB and the Access Seeker.

“Point of Interconnection” or “POI” means an agreed location which:

- (a) constitutes a point of demarcation between the network of VCSB and the Access Seeker (collectively referred to as the “interconnecting networks”); and
- (b) is the point at which communication is transferred between the interconnecting networks.

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

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

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

“QoS” means Quality of Service;

“Services” means network services and/or other services which facilitate the provision of network services or applications services, including content applications services, as listed in the Access List Determination and offered in VCSB's RAO;

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

“Through-Connection” means transmission services including the relevant equipment that are used for the purpose of connection through or between equipment at an exchange site;

2. In this Determination, unless the context otherwise requires –

- (a) the singular includes the plural and vice versa; and
- (b) a document includes all amendments or supplements to that document, or replacements or novation of it; and
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments issued under them and consolidations, amendments, reenactments or replacements of any of them; and
- (d) the word person includes a firm, body corporate, unincorporated association or an authority; and

- (e) reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns;
- (f) if the day on which the payment of money or the performance of an obligation falls due is not a Business Day, the due date or performance 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 5.00 pm on that particular day or Business Day; and
- (g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016; and
- (h) a reference to a third person is a reference to a person who is not a party to VCSB's RAO; and
- (i) a reference to an annexure or schedule is a reference to an annexure or schedule to VCSB's RAO and a reference to VCSB's RAO includes an annexure or schedule; and
- (j) all monetary amounts are expressed in Ringgit Malaysia.

2. SCOPE OF THE RAO

1. Introduction

- 1.1 This RAO only applies to the Facilities and / or Services that are consistent with the terms of the Access List Determination.
- 1.2 The service description for each of the Facilities and Services are set out in **Part 3** of VCSB's RAO.
- 1.3 The charges and charging principles for each of Facilities and Services are set out in **Part 4** of this RAO.

2. Eligibility for Access to Services

- 2.1 An Access Seeker may only request for access to any or all of the Facilities and Service where Access Seeker is licensed under the Act as:
 - (a) network facilities providers;
 - (b) network service providers;
 - (c) applications service providers; and
 - (d) content applications service providers.

- 2.2 VCSB may require an Access Seeker to provide an Access Request if:
- (a) there is no Access Agreement in force between VCSB and the Access Seeker governing access to the Facilities and/or Services requested;
 - (b) there is such an Agreement, but:
 - (i) the current term of that Access Agreement will expire or terminate within the next for (4) months; or
 - (ii) the requested Facilities and/or Service are outside the scope of that agreement.

VCSB may conduct Service Qualifications under **section 8(d), Part 2, Paragraph 6** of VCSB's RAO prior to entering into an Access Agreement.

- 2.3 An Access Seeker may not request for access to the Facilities and/or Services where the requested Facilities and/or Services are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.

3. Principles of Access and Interconnection

- 3.1 In supplying a Facility and/or Service, VCSB must provide access to those Facilities and/or Services specified in the Access List, and such access must be:
- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality provided for itself on the Access Provider's Facilities and/or Services; and
 - (b) provided on an equitable and a non-discriminatory basis.

- 3.2 Without limiting its obligations under the Act, VCSB shall not refuse to negotiate an Access Agreement with an Access Seeker, whether the access sought is based on a RAO or otherwise; or

4. Customer Principles

- 4.1 VCSB shall observe and comply with the customer relationship principles set out in **section 4.3** of the MSA Determination.

3 **ACCESS REQUEST PROCEDURES**

1 Application for Access to Services

- 1.1 Where an Access Seeker makes a request to VCSB to supply Facilities or Services, the Access Seeker shall serve an Access Request on VCSB.

- 1.2 The purpose of such Access Request is to provide VCSB with sufficient information to assess the Access Seeker's request for the supply of Facilities or Services under VCSB's RAO.
- 1.3 The Access Request must:
 - (a) contain the name and contact details of the Access Seeker;
 - (b) specify the Facilities or Services in respect of which access is sought;
 - (c) indicate whether the Access Seeker wishes to negotiate amendment to VCSB's RAO, or negotiate an Access Agreement on alternative terms;
 - (d) contain the information (if any) as set out in **section 5.3.7** of the MSA Determination that the Access Seeker reasonably requires VCSB to provide for the purposes of the access negotiations;
 - (e) contain two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by VCSB;
 - (f) preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from VCSB pursuant to the Access Request;
 - (g) relevant technical; information relating to the interface standards of the Equipment of the Access Seeker;
 - (h) provide the relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect VCSB's Network;
 - (i) contains Creditworthiness Information as set out in **section 2**;
 - (j) asses security (or, if applicable, confirmation of security provided) in accordance with the Security Requirements as set out in **section 3**;
 - (k) contains Insurance Information as set out in **section 4**;
 - (l) such other information that VCSB may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.
2. Creditworthiness Information
- 2.1 VCSB may request creditworthiness information from an Access Seeker in the following circumstances:

- (c) if VCSB reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker; and
 - (d) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.
- 2.2 The Creditworthiness Information that is required to accompany an Access Request include but shall not be limited to:
- (a) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
 - (b) such other information as may be reasonably requested by VCSB provided that such information are information which are publicly available.

3. Security Requirements

- 3.1 VCSB may impose security requirements on an Access Seeker if VCSB, determines that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.
- 3.2 The security requirements shall be subject to VCSB's security policy and is commensurate with:
- (a) an estimate of total charges for the Facilities and/or Services for the minimum period of access; or
 - (b) for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services; or
 - (c) The creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); or
 - (d) Security previously reasonable required by VCSB.

4. Insurance Requirements

- 4.1 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 employed or in connection with the work covered by the Access Agreement that may be entered into; 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 or occurrence in connection with the Access Agreement that may be entered into.

5. Processing of Access Request

5.1 VCSB shall within ten (10) Business Days of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and stating that:

- (a) if the Access Seeker accepts the terms and conditions of this RAO, VCSB is willing to provide access to Facilities or Services in accordance with VCSB's RAO; or
- (b) If **section 5.1(a)** does not apply, VCSB is willing to proceed to negotiate the terms and conditions of the RAO or the Access Agreement on alternative terms; or
- (c) VCSB refuses the Access request in accordance to **section 7**; or
- (d) VCSB requests additional information from the Access Seeker prior to considering the Access Request. VCSB shall comply with **section 5.4.16** of the MSA Determination where additional information is required. VCSB within ten (10) Business days from the date of request, VCSB shall reconsider the Access Request in accordance with this **section 5.1** upon receipt of such additional information.

5.2 VCSB shall provide a copy of its response to the Commission at the same time that it provides the response to the Access Seeker.

6. The Operators shall comply with the requirements in **sections 5.4.2, 5.4.4, 5.4.9** and **5.4.15** of the MSA Determination in negotiating and concluding an Access Agreement.

7. Grounds of Refusal

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

- (a) VCSB does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third parties, except where the Access Seeker compensates VCSB for the supply of access to such Facilities or Services;

- (b) the Access Seeker has not provided all of the information required to be provided in accordance with **section 1.3**;
- (c) it is not technically feasible to provide access to the requested Facilities and/or Services;
- (d) VCSB has insufficient capacity or space to provide the requested Facilities or Services;
- (e) there are reasonable grounds in VCSB's opinion to believe that the Access Seeker may fail to make timely payment for the supply of the relevant Facility and/or Service and such concern cannot be address through a security requirement in accordance to **section 3** ;
- (f) there are reasonable grounds in VCSB's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
- (i) there are reasonable grounds for VCSB to refuse access in the national interest.

8. Notification of Rejection to the Access Seeker

8.1 Where VCSB rejects the Access Request, VCSB shall:

- (a) notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to **section 5.1(d)**, as the case may be;
- (b) provide the grounds of refusal under **section 7** to the Access Seeker;
- (c) provide the basis for VCSB's rejection of the Access Request with sufficient particulars for Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representatives of VCSB will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request VCSB to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in:
 - (i) **section 7(b)**, VCSB shall reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;

- (ii) **section 7(d)**, VCSB shall identify when additional capacity is likely to be available; and
- (iii) **Subsection 7(e)**, VCSB shall identify the form of security which would address its concern.

8.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to **section 8.1(d)**, either Operator may request resolution of the dispute in accordance with Dispute Resolution Procedure in **Annexure A** of the MSA Determination.

4. NEGOTIATION PROCESS AND TIMELINE

1. The following negotiation process and timelines shall be applicable to negotiations between an Access Seeker and VCSB in respect of an Access Agreement.
2. All negotiations shall be conducted by the Access Seeker in good faith. An Operator shall co-operate, in good faith and in a commercially reasonable manner, in negotiating and implementing the terms of its Access Agreements. This includes:
 - (a) acting promptly, honestly, and not perversely, capriciously or irrationally;
 - (b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that VCSB provides to itself); and
 - (c) avoiding unnecessary disputes and resolving disputes promptly and fairly.
3. Commencement of Negotiation
 - 3.1 If an Access Seeker wishes to negotiate an Access Agreement with VCSB, both parties shall notify the Commission when the negotiations for the Access Agreement begin.
 - 3.2 Both parties shall use their best endeavours to conclude the Access Agreement within:
 - (a) where there is no Access Agreement in place between the Operators, four (4) months; or
 - (b) where there is already a commercial agreement or an Access Agreement in place between the Operators, three (3) months, after a written request by the Access Seeker to commence negotiations is received by VCSB and VCSB's response confirming it is willing to proceed to negotiate;

- (c) If negotiations are not completed within the applicable timeframe:
 - (i) the Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under the MSA Determination shall take effect; or
 - (ii) either Party may initiate the dispute resolution procedures; and
- (d) If the Commission grants an extension of time under **section 3.2(c)(i)**, it may do so subject to such conditions as it specifies (such as an ongoing requirement to provide updates on negotiations at specified intervals and the right to reduce or extend any extension).

4. Initial Meeting

- 4.1 The designated representatives of VCSB and Access Seeker shall meet on the date and time at the venue specified by VCSB, and shall:
 - (a) agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
 - (b) agree the negotiating procedures, including:
 - (i) the calling and chairing meetings;
 - (ii) the party responsible for keeping minutes of meetings;
 - (iii) clearly defined pathways and timetables for escalation and resolution by each party of matters not agreed in meetings;
 - (iv) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
 - (v) procedures for preparing and exchanging position papers;
 - (c) review the information requested and provided to date and identify information yet to be provided by each Party; and
 - (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

5. OBLIGATIONS FOR PROVISION OF INFORMATION

1. The obligations of each Operator to provide information to the other Operator are subject to the MSA Determination and the requirements of confidentiality imposed by VCSB's RAO.
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.
3. To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective License 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.
4. Information provided under VCSB's RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, and credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.
5. If the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
6. The Operators acknowledge that when information (including for the purpose of this clause any updated information) required to be provided under this Chapter 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 information is to be made available will be determined by the ISG having regard to the reasonable cost, convenience and security concerns of the Operators.
7. Subject to the Act and any subordinate legislation, nothing in this RAO may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when VCSB's RAO comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
8. After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making information available to the other Operator unless the contract includes a term

which permits the contracting Operator to make the information available if directed to do so by the Commission.

6. ORDER AND PROVISIONING PROCEDURES

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

2. Contact Point

Orders for access to Facilities and/or Services are to be delivered to the senior personnel of the VCSB and the VCSB shall notify the Access Seeker in writing from time to time of any change to the designated persons.

3. Order Content

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

- (a) the Facilities or Services or both to which access is requested;
- (b) a requested time for delivery;
- (c) Equipment of the Access Seeker to be used in connection with the Order;
- (d) the detailed address of the location of the points of delivery and the location maps, if necessary;
- (e) the configuration of the requested Facilities and/or Services;
- (f) contact person and telephone number;
- (j) such other information that the VCSB reasonably requires in order for it to plan for the provision of access to the Services or Facilities as requested by the Access Seeker.

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

5. Ordering information provided by the Access Seeker shall be treated by VCSB as the Confidential Information of the Access Seeker and shall only be used by those persons within the VCSB whose role is within:

- (a) the VCSB 's wholesale or interconnection group; and

- (b) that part of the Network engineering group of the VCSB responsible for interconnection;

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

6. VCSB shall give the same priority to the handling of Orders from the Access Seeker and any Service Qualifications that may be required for that Access Seeker as it gives to its own orders and Service Qualifications and any orders and Service Qualifications that may be required for Customers who are similarly situated to the Access Seeker in all relevant respects.
7. VCSB shall acknowledge receipt of the Order, in writing (or any other material or electronic from agreed by the parties), within the period specified for the Facilities and/or Services under **Part 3** of VCSB's RAO.
8. VCSB shall include in its Notice of Receipt the following information:
 - (a) the time and date of receipt;
 - (b) a list of any additional information reasonably required by VCSB from the Access Seeker to provision the Order;
 - (c) if the relevant Facilities and/or Services are below the capacity required to provide the relevant Facilities and/or Services, VCSB shall inform the Access Seeker of the available capacity and timeframe for the fulfilment of the Order;
 - (d) if VCSB needs to perform post-Order Service Qualification because information is not readily available. VCSB shall provide the reasons for needing to undertake the Service Qualification. VCSB shall comply to the Service Qualification procedures stipulated in **section 5.7.8, 5.7.9 and 5.7.10** of the MSA Determination; and
 - (e) the position of the Order in VCSB queue.
9. The Access Seeker has a period of up to ten (10) Business Days after a request for additional information under **section 8(b)** to provide VCSB with such additional reasonable information that is reasonably necessary to clarify an Order. If the Access Seeker fails to provide the additional information required, the Order shall be deemed cancelled or withdrawn unless otherwise agreed in writing by VCSB.
10. VCSB shall use its reasonable efforts to accept and fulfil Orders from the Access Seeker which comply with the Forecast requirement for the Facilities and/or Service under **Part 3** of VCSB's RAO.
11. VCSB shall notify the Access Seeker that an Order is accepted or rejected, within:

- (a) the timeframe specified for the Facilities and/or Services under **Part 3** of VCSB's RAO; or
 - (b) the timeframe within which it accepts or rejects equivalent Orders for itself whichever is shorter.
- 12. If VCSB notifies the Access Seeker that an Order is rejected, VCSB shall advise the Access Seeker if it would be able to accept the Order in a modified form.
- 13. Notice of Acceptance
- 13.1 VCSB's Notice of Acceptance to the Access Seeker must contain the following information:
 - (a) the delivery date, which must be the date that is requested by the Access Seeker stipulated under **section 3.1(b)**, or if that date cannot be met, such other date which must be no later than the indicative delivery timeframes specified for the Facilities and/or Services under Part 3 of VCSB's RAO;
 - (b) the charges applicable to the fulfilment of the Order;
 - (c) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
 - (d) the validity period of the acceptance of the Order which shall be no less than ninety (90) days from the date of Notice of Acceptance; and
 - (e) the date when civil works (if any) are intended to commence.
- 13.2 If VCSB specifies a delivery date other than the date requested by the Access Seeker, the Access Seeker may prior to the confirmation of the Order discuss with VCSB on a delivery date other than the one proposed by VCSB under **section 13.1(a)**. The delivery date mutually agreed by the Operators shall be stipulated in the confirmed Order.
- 13.3 Where a delay in the delivery of an Order is caused by the Access Seeker or by any governmental authority or agency or third parties (not within the control of the Operators), the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably required by the Access Provider.
- 13.4 Where an Order has been confirmed by the Access Seeker in accordance with **section 14**, the Access Seeker may request for a change in the delivery dates of the Facilities and/or Services Ordered subject to the Access Provider first agreeing in writing to the same.

14. Access Seeker Confirmation

- 14.1 The Access Seeker's confirmation of an Order is not required if VCSB accepts the Order without change;
- 14.2 Where the Access Seeker's confirmation of Order is required, VCSB shall permit the Access Seeker to provide its confirmation within the Validity Period under **section 13.1(d)** and shall not provision the Order until the confirmation is received.

15. Estimated Charges

- 15.1 If the notice of acceptance provided VCSB under **section 13.1** contains estimates of charges (e.g. based on time and materials) for a specific scope of work:
- (a) VCSB shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
 - (i) the estimate will likely be exceeded;
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfil the Order
 - (b) the Access Seeker may withdraw the Order without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate within ten (10) Business Days of the notice given by VCSB under **section 13.1(a)**. If the Access Seeker fails notify VCSB of its acceptance or withdrawal of the Order within the said time period, the Access Seeker is deemed to have rejected the revised estimated charges.
- 15.2 Notwithstanding **Section 15.1**, where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by VCSB due to information or facts which are inaccurate or erroneous or which were not disclosed or provided by the Access Seeker or due to a change in the scope of work by the Access Seeker, the Access Seeker shall be obliged to pay VCSB for the actual cost incurred.
- 15.3 The Access Provider shall not be obliged to commence work until the Access Seeker has confirmed in writing that the Access Seeker is agreeable to the estimate or revised estimate for a specific scope of work provided by the Access Provider.

16 Non-refundable Resource Charge

- 16.1 In accordance with **section 5.7.28** of the MSA Determination, VCSB may charge an Access Seeker a one-off non-refundable resources charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by VCSB for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities and/or Services for the purposes of interconnection.
- 16.2 The one-off non-refundable resource charge shall also be inclusive of a Non-Refundable Processing Fee for undertaking the necessary administrative work to process the Access Request as VCSB is required to allocate manpower and resources for the same.
- 16.2 Such Non-Refundable Processing Fee is only applicable to requested Facilities and/or Services that can be offered and made available by VCSB. The Non-Refundable Processing Fee for the respective Facilities and/or Services are set out in **Schedule A**. Processing Fees for Facilities and/or Services not currently specified in **Schedule A** will be mutually agreed by the Operators from time to time.
- 16.3 Notwithstanding the foregoing, in the event that additional and non-routine administrative work is required to process the Access Request where there is insufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, VCSB shall be entitled to charge additional and non-routine processing fee for undertaking such additional and non-routine work as additional resources are required to do the same.
- 16.4 If the Access Seeker does not proceed with the Access Request accepted by VCSB, the processing fees will not be refunded to the Access Seeker. However, if the Access Seeker proceeds with the Access Request accepted by VCSB, processing fee only will be set-off against the Charges for the requested Facilities and/or Services upon acceptance.

7. **POINT OF INTERFACE PROCEDURES**

1. Where relevant, point of interface procedures and obligations set out in Section 5.8 of the MSA Determination shall be applicable.
2. The list of POIs offered by VCSB is set out in **Schedule B** of this RAO.
3. VCSB shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified in **Schedule B**. VCSB shall promptly accept or reject a request by the Access Seeker under this section, and provide the Access Seeker with reasons if it rejects the Access Seeker's request.

4. Each Operator is responsible for the provisioning and maintenance of network facilities (including those network facilities which form part of the interconnect links and the transmission equipment) on its side of the POI/POP.
5. VCSB shall permit an Access Seeker to nominate a point of interface of a third Party for the purposes of interconnection and access between VCSB and the Access Seeker provided that the Access Seeker remains responsible for the costs of such interconnection and access and for the third party's act and omissions at the point of interface.

8. DECOMMISSIONING OBLIGATIONS

1. Where relevant, the decommissioning obligations set out in **section 5.9** of the MSA Determination shall be applicable.
2. Either VCSB or the Access Seeker may request for the decommissioning of a POI/POP.
3. Where the Access Provider request for the decommissioning of a POI/POP, the Access Provider must provide no less than:
 - (a) one (1) year's notice in writing to all relevant Access Seekers prior to the decommissioning of a POI/POP; or
 - (b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any other Facilities and/or Services,

except where VCSB is required to vacate the site where a POI/POP is located (as a result of a third Party landlord's notice under an arm's length tenancy agreement or the expiry of the term of existing tenancy agreements, which residual period is shorter than the time period specified above, or as a result of a notice to vacate the site where the POI and/or POP is located to VCSB from the relevant governmental authorities). In such an event, VCSB shall, as soon as practicable, inform the Access Seeker of the same.

4. The Operators must co-operate and negotiate in relation to the timetable for decommissioning of the relevant POI/POP, Facilities or Services.
5. The Operator which notifies the other Operator of its intention:
 - (a) to decommission a POI/POP, shall provide to the other Operator functionally equivalent interconnection at another POI/POP on terms and conditions and at a recurring charge which are not disadvantageous to the other Operator, relative to the terms and conditions and recurring charge applying in respect of the POI/POP that is proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning; or

- (b) to decommission another network facilities or network services, shall provide to the other Operator access to an alternative network facilities or network services on terms and conditions and at a recurring charge which are not disadvantageous to the other Operator, relative to the terms and conditions and recurring charge applying in respect of the network facilities or network services that is proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommission.

6. Decommissioned POI/POP Compensation

6.1 The Operator seeking to decommission a POI/POP shall pay the other Operator reasonable costs necessarily incurred in:

- (a) decommissioning any links to the POI/POP that is proposed to be decommissioned that are rendered or will be redundant by the proposed decommissioning;
- (b) installing or otherwise procuring links between the POI/POP that is proposed to be decommissioned and the substitute POI/POP to be provided pursuant to **section 5(a)**; and
- (c) the carriage of traffic between the POI/POP that is proposed to be decommissioned and the substitute POI/POP to be provided pursuant to **section 5(a)** for a period that is not less than three (3) years from the date of decommissioning,

6.2 Except where decommissioning of the POI/POP are due to reasons attributable to the other Operator, Force Majeure or the landlord (other than termination of the tenancy by the landlord due to the breach of the tenancy agreement by that Operator), the Operator seeking to decommission a POI/POP shall pay the other Operator's reasonable costs, necessarily incurred in:

- (a) moving the other Operator's Equipment from the decommissioned network facilities to the alternative network facilities offered in accordance with **section 5(b)**; or
- (b) re-arranging Equipment to connect to the alternative network services offered in accordance with **section 5(b)**.

9. NETWORK CHANGE OBLIGATIONS

1. Where relevant, the network change obligations set out in **Section 5.10** of the MSA shall be applicable.
2. The following types of proposed Network Changes are within the scope of Paragraph 10:

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

(Facility and/or Service Change)

- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator's Network which will or might affect the Recipient Operator's Network (**Other Network Change**);
- (d) any change by the Notifying Operator to any of the operational support systems used inter-operator processes, including:
 - (i) the billing system; or
 - (ii) the Ordering and provisioning systems; or
 - (ii) the Customer's Churn process;

(OSS Change); and

- (e) any enhancement by the Notifying Operator of the feature, functions or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
 - a. to itself; or
 - b. to any other Operator

(Functionality Change),

(collectively, **Relevant Changes**).

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

- (a) the nature, effect, technical details and potential impact on the Recipient Operator's Network of the proposed Relevant Change, described at a

sufficient level of detail to enable the other Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and

- (b) a date, which shall be no later than ten (10) Business Days from the date of the notice under this Condition, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its network, services or procedures in consequence of the Relevant Changes,

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

Relevant Change	Notice period
Interface Change	Three (3) months
Other Network Change	Three (3) months
Facility and/or Service Change	Three (3) months
OSS Change	Three (3) months
Functionality Change	Three (3) months

10. BILLING AND SETTLEMENT OBLIGATIONS

1. Where relevant, the billing and settlement obligations set out in **section 5.11** of the MSA shall be applicable.
2. Unless otherwise agreed in writing, VCSB shall Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month from the end of each Billing Cycle for amounts due in respect of the supply of Facilities and/or Services during the Billing Period.
3. VCSB shall provide with each Invoice, such information as may be reasonably necessary for the Invoiced Operator to verify the rates and charges specified in the Invoice. In addition, the Invoiced Operator may request, in writing, for the billing report to be provided by the Invoicing Operator in an electronic format.
4. The Invoiced Operator must pay any amount due and owing to the Invoicing Operator on the Due Date unless otherwise agreed in writing by both Operators.
5. Methods of payment.

All payments:

- (a) must be paid by electronic transfer to the Invoicing Operator or by cheque to the nominated account(s) of VCSB;

- (b) unless otherwise agreed by the Operators, shall not be subject to any set-offs except where the Invoiced Operator is in liquidation or at least three (3) invoices have been issued and such Invoices have not been paid
- 6. If the Invoicing Operator is unable to submit an Invoice for actual charges for any network facilities and/or network services supplied in a Billing Period, then the Invoicing Operator may issue to the Invoiced Operator an Invoice for a provisional amount ("**Provisional Amount**") based on the last Invoice (save and except for the first month commencing from the Effective Date) provided that the amount of the Provisional Amount is no more than the average of the most recent three (3) Invoices. Where there have not been three (3) past Invoices for access to the Facilities and/or Services, the Invoicing Operator may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice.
- 7. The Invoiced Operator shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next invoice or as soon as practicable but not later than sixty (60) days after the month in which the charges were incurred or such other time period as may be agreed in writing ("**Adjustment Period**"). If an adjustment is not made within the Adjustment Period, the said Invoice issued by the Invoicing Operator shall be finalised based solely on the Invoiced Operators call data records / call records and such Invoice shall be treated as the actual invoice.
 - (a) If the actual amount for a particular Billing Period is higher than the Provisional Amount for the Billing Period, then the Invoiced Operator will pay in full such difference (free of interest) within thirty one (31) days from the receipt of the invoice to the Invoicing Operator.
 - (b) If the actual amount for a particular Billing Period is lower than the Provisional Amount for the same Billing Period, the Invoicing Operator will reimburse in full or issue a credit note for such difference free of interest within thirty one (31) days from the receipt of the invoice to the Invoiced Operator. Such payment must be forwarded to the Invoiced Operator together with the relevant monthly statement of the actual interconnect usage.
- 8. The Invoicing Operator may include omitted or miscalculated Charges from an Invoice at a later date provided that the Invoicing Operator is able to substantiate the Charges to the Invoiced Operator and:
 - (a) with respect to Charges for Interconnect Traffic, the inclusion or amendment is made within:-
 - (i) three (3) months of the end of the Billing Period in which the omitted or miscalculated Charges for Interconnect Traffic should have been included; or

- (ii) three (3) months from the end of the Billing Period in which the Call Communication were made or other services provided, if there was no relevant original Invoice for Interconnect Traffic; and
- (b) with respect to any other Charges (other than Charges for Interconnect Traffic), the inclusion or amendment is made within three (3) months from the end of the Billing Period for the Facilities and Services provided.

For the avoidance of doubt, in the event the Invoicing Operator fails, neglects, or omits to submit an omitted or miscalculated Charge in a later invoice, or fails, neglects or omits to submit an invoice for any Charges within the time period specified in this **section 8**, then the Invoicing Operator shall be deemed to have waived and/or forfeited its right to make any further claims on the said omitted Charge.

9. For the avoidance of doubt, all taxes, duties or other imposts stated in any Invoice, shall be paid in full by the Invoiced Operator by the Due Date without any deductions or set-off save and except where the Invoiced Operator is able, before the Due Date, to adduce to the Invoicing Operator the official or certified true copy of the exemption issued by the relevant tax authority exempting the Invoiced Operator from paying the applicable taxes, duties or imposts stated in the Invoice. It shall be the duty of the Invoiced Operator to apply to the relevant tax authority for the said exemption to avoid double taxation of the same service rendered to its own end-user.
- (a) Where the Invoiced Operator is only able to adduce the official or certified true copy of the exemption issued by the relevant tax authority after the Due Date for the Invoice, the Invoicing Operator will provide to the Invoiced Operator a credit note equivalent to the amount of taxes, duties or imposts which the Invoiced Operator is entitled for exemption Provided Always that:
 - (i) such exemption is submitted to the Invoicing Operator within six (6) months from the date the Facilities and/or Services are provided; and/or
 - (ii) the Invoicing Operator is first granted a refund from the relevant tax authority (where such taxes, duties or imposts have already been paid by the Invoicing Operator to the relevant tax authority).
 - (b) The Invoicing Operator is not responsible or accountable for any refund of taxes, duties or imposts where:
 - (i) the Invoiced Operator fails to provide to the Invoicing Operator the necessary exemption within six (6) months from the date the Facilities and/or Services are provided; and/or

- (ii) where the relevant tax authority refuses, fails or neglects to grant a refund to the Invoicing Operator (for taxes, duties or imposts which have already been paid).

In such circumstances, the Invoiced Operator shall be responsible and liable for all taxes, duties or other imposts stated in any Invoice.

10. Goods and Services Tax

10.1 Where Goods and Services Tax ("GST") is applicable to any Facilities and/or Services provided by VCSB, VCSB shall be entitled to charge GST on the amount payable for the provisions of the said Facilities and/or Services. The Charges for the provision of Facilities and/or Services shall be increased by an amount calculated as follows:

A x R

Where:

A is the amount of Charges payable for the provision of Facilities and/or Services

R is the applicable rate of GST

10.2 If VCSB is liable for GST as contemplated under **section 10.1**, then the Access Provider shall:

- (a) provide to the Access Seeker information that may be reasonably required to establish the Access Seeker's liability for GST; and
- (b) provide such information and documents as may reasonably be required by the Access Seeker to enable the Access Seeker to claim an input tax credit under the laws applicable to GST; and
- (c) Where the Facilities and/or Service has been provided and the Charges charged but the applicable GST has not been charged, the increase in the Charge required by section **10.1** shall be paid by the Access Seeker subject to the compliance of input tax claim and relevant legislation on GST.

11. Unless otherwise agreed all invoices shall be stated in Ringgit Malaysia and payment must be made in Ringgit Malaysia; and

12. It is hereby expressly agreed that the Invoicing Operator is entitled to the payment of interest without prejudice to any other rights of the Invoicing Operator. Interest on due and unpaid amounts is payable (as well as before judgment and after judgement) at the rate of two percent (2%) per annum above Malayan Banking Berhad Base Lending Rate (BLR) calculated daily from the Due Date until the date of actual payment. Payments which are overdue by more than sixty (60) days will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad BLR (as well before judgment and after judgement) calculated from the

Due Date until the date of receipt by the Invoicing Operator of full payment. Further, the BLR rate to be used shall be the published rate prevailing on the date of payment.

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

11. OPERATIONS AND MAINTENANCE

1. Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
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.
3. Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in **section 2** above.
4. An Operator shall:
 - (a) perform fault reporting and identification on a non-discriminatory basis; and
 - (b) treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.
5. 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.
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 (such as Transmission Services or HSBB Network Services) which are used in another Operator's Network.

7. 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.
8. 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.
9. Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
10. Each Operator shall give priority to faults in the following order:
 - (a) the highest service loss impact in terms of the number of Customers affected;
 - (b) those which have been reported on previous occasions and have re-occurred; and
 - (c) all other faults.
11. Each Operator shall rectify faults on a non-discriminatory basis.
12. 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 VCSB provides to itself.

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signaling problem >50% per route basis 5. Major routing issues 6. Fraudulent calls which are proven and agreed by both Operators)	Within 1 hour	Every 1 hour	4 hours
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signaling problems 4. Route blocking 10% - 30% 5. Cross line & silent calls	Within 4 hours	Every 4 hours	24 hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within 24 hours	Every 24 hours	72 hours
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Within 48 hours	Every 48 hours	10 Business Days

Explanatory Notes to section 12(a):

- (a) All faults reported shall be ascribed with a "**Priority Level**" as set out in the above table for response, progress update frequency and restoration purposes and the Operators involved shall cooperate with one another to achieve the given time targets based on the severity of the fault reported.
- (b) Some of the common "**Fault Types**" are listed as example in the above table.
- (c) "**Response Timeframe**" refers to the time for the Operator whose Network and/or Service is faulty to respond to and appropriately attend to the fault. Response Times are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the Fault, whichever is the earlier.
- (d) "**Rectification Timeframe**" refers to the time taken by the Operator to restore a faulty service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the restoration of the faulty service.
- (e) "**Progress Update Frequency**" means the frequency at which the affected Operator may call the Operator responsible for restoring the fault to obtain a verbal progress update.
- (f) The average Restoration Time shall be measured each month as "**Mean Time to Restore**" or "**MTR**" and means the average Restoration Time it takes to restore a fault over a twelve (12) month rolling period.

The MTR shall be discussed for tracking purposes at service review meetings.

13 Planned Maintenance

13.1 If an Operator ("**Maintenance Operator**") intends to undertake planned maintenance which may affect an Access Seeker's Network, the Maintenance Operator must:

- (a) provide at least ten (10) Business Days' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of Communications which cross or are to cross both Operators' Networks, and which are caused by the maintenance or re-routing;

- (c) where practicable and agreed by the Operators, provide alternative routing or carriage at no additional cost to the Access Seeker; and.

14. Planned Maintenance Windows

An 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.

15. Emergency Maintenance

If an Operator ("**the Maintenance Operator**") needs to undertake emergency maintenance which may affect the other Operator's network, the Maintenance Operator must:

- (a) provide at least twenty-four (24) hours' notice of the emergency maintenance;
- (b) use its reasonable endeavours to minimize any disruption to the carriage of Communications which cross or are to cross both Operator's Networks, and which are caused by the maintenance or re-routing; and
- (c) where practicable and agreed by the Operators, provide alternative routing or carriage at no additional cost to the other Operator.

16. Hours of Fault And Rectification

Both Operators shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting centre to which all faults relevant to the proper functioning of the Facilities and/or Services and complaints are reported.

17. The Operators must report all interconnection and access outages that relate to Facilities and/or Services to their respective fault reporting centre.

18. 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.

19. Service Level Availability (SLA)

19.1 The Service Level Availability commitment as specified in this **section 19** indicates the agreed periodic commitment in terms of monthly SLA to be computed for the purpose calculation of service credit claims entitlement.

19.2 VCSB shall submit its service performance report by using VCSB's own data and reporting system. Such report shall contain the calculation of the actual monthly SLA mutually agreed and calculated in accordance with the following formula: -

$$\text{Service Availability (x)} = 100\% - \left\{ \frac{(UT)}{D \times 24 \text{ hour} \times 60 \text{ minutes}} \right\} \times 100$$

UT = Total unavailable time in minutes in particular month

D = Number of days in the particular month

19.3 In the event that the Access Seeker disputes VCSB's record on the actual monthly SLA calculation, the CUSTOMER shall notify VCSB within one (1) month from the date of receipt.

For this purpose, the Access Seeker shall provide VCSB with the following information:

- (i) Access Seeker's matching Trouble Report (TR) number referring to the same incident;
- (ii) Network statistics and test reports that includes time and date of the disruption until time of restoration.

19.4 In the event VCSB fails to meet the service level requirements as stipulated above for a continuous period of ten (10) minutes, the Access Seeker would construe that there is an Outage to the said Circuit and as such the Access Seeker will exercise its discretion to implement their rights to claim Rebate as mentioned in this Agreement.

19.5 In the event VCSB fails to meet the service availability of 99.9% or 99.7% or 99.5% per circuit as requested by the Access Seeker and submitted to VCSB through the Purchase Order then CUSTOMER shall be entitled to a rebate (**Rebate**) of the lease calculated as below:

If the SLA is 99.9%		
Service Level Availability Range	Allowable Downtime (Minutes) in one month	Rebate of the Percent (%) Monthly PO price
99.7% <= X <99.9%	43.8 to 131.4	5.0%
99.5% <= X <99.7%	131.4 to 219.0	6.0%
99.3% <= X <99.5%	219.0 to 306.6	7.0%
99.0% <= X <99.3%	306.6 to 438.0	8.0%
97.0% <= X <99.0%	438.0 to 1314.0	9.0%
95.0% <= X <97.0%	1314.0 to 2190.0	10.0%
X < 95.0%	> 2190.0	12.0%

If the SLA is 99.7%

Service Level Availability Range	Allowable Downtime (Minutes) in one month	Rebate of the Percent (%) Monthly PO price
99.5% <= X <99.7%	131.4 to 219.0	5.0%
99.3% <= X <99.5%	219.0 to 306.6	6.0%
99.0% <= X <99.3%	306.6 to 438.0	7.0%
97.0% <= X <99.0%	438.0 to 1314.0	8.0%
95.0% <= X <97.0%	1314.0 to 2190.0	9.0%
X < 95.0%	> 2190.0	12.0%

If the SLA is 99.5%		
Service Level Availability Range	Allowable Downtime (Minutes) in one month	Rebate of the Percent (%) Monthly PO price
99.3% <= X <99.5%	219.0 to 306.6	5.0%
99.0% <= X <99.3%	306.6 to 438.0	7.0%
97.0% <= X <99.0%	438.0 to 1314.0	8.0%
95.0% <= X <97.0%	1314.0 to 2190.0	9.0%
X < 95.0%	> 2190.0	12.0%

- 19.6 The Service Credit(s) shall be subject to a maximum rebate of twelve percent (12%) of the relevant accumulative purchase Order price. The Access Seeker shall only be entitled to claim for the Rebate calculated using the formula as specified in **section 19.2** above within two (2) months from the date of submission of the related Circuit service performance report given by VCSB. The Rebate to which the Access Seeker is entitled to shall be deducted from the next invoice.
- 19.7 The Access Seeker shall only be entitled to claim for the Rebate calculated using the formula as specified above within two (2) months from the date of submission of the related Circuit service performance report given by VCSB. The Rebate to which the Access Seeker is entitled to shall be deducted from the next invoice.

12. TECHNICAL OBLIGATIONS

1. 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. 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. An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

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

PART 3 SERVICE DESCRIPTION

1. INFRASTRUCTURE SHARING

1. Infrastructure Sharing is a Facility and/or Service which comprises the following:
 - (a) provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or
 - (b) provision of access to in-building Common Antenna Systems and physical access to central equipment room
2. Specified network facilities include towers and Associated Tower Sites.
3. Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
4. Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.
5. Forecasts
- 5.1 The Access Seeker must submit a forecast to VCSB for the required Infrastructure Sharing on a yearly basis where:
 - (a) the maximum period of time covered by forecasts regarding Infrastructure Sharing is one (1) year;
 - (b) the minimum intervals or units of time to be used in forecasts regarding Infrastructure Sharing is one (1) year; and
 - (c) the maximum frequency to update or to make further forecasts regarding Infrastructure Sharing is once a year.
- 5.2 If VCSB consider that any forecast is unreasonable, or that the work which it would be required to carry out based on the forecast is not reasonably achievable within the delivery periods contemplated under this schedule, the Access Seeker is required to resubmit a more reasonable forecast to VCSB. VCSB will promptly negotiate a reasonable forecast. Pursuant to such an agreement, the Access Seeker and VCSB will only be required to carry-out the work which is reasonably achievable within the delivery periods contemplated under this schedule. To assist the negotiations:
 - (a) VCSB will provide information in relation to the work which it would be required to carry out to meet the forecast which it considers to be unreasonable and the time frame of that works;

- (b) Both parties will provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and
 - (c) Both parties will endeavor to put forward proposals to produce a satisfactory outcome for both.
- 5.3 Pending the outcome of this negotiation, VCSB shall not be obliged to accept any order or provide any Infrastructure Sharing in respect of the portion of the forecast which it considers being unreasonable or pursuant to which it would be required to carry out work which is not reasonably achievable within the delivery periods contemplated.
- 6. VCSB shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.
- 7. Acceptance or Rejection
- 7.1 VCSB shall notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:
 - (a) issuing the Notice of Receipt in respect of the Order, where VCSB does not undertake any post-Order Service Qualification; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification, where VCSB has undertaken post-Order Service Qualification for that Order.
- 7.2 The indicative delivery timeframe for Infrastructure Sharing is forty (40) Business Days from the Notice of Acceptance under **section 13.1, Paragraph 6, Part 2** of VCSB' RAO.
- 8. The Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
- 9. Where required to fulfill an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, VCSB shall allow an Access Seeker, its nominated employees and/or contractors to physically access VCSB 's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.
- 10. Nominated Personnel
- 10.1 The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:
 - (a) the position of each person and the number of persons nominated; and

- (b) the position of each of VCSB's own personnel and the number of VCSB's personnel to which VCSB provides physical access to such network facilities.

11. Escorts

11.1 VCSB is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into VCSB's property if VCSB requires an escort for its own employees or contractors in the same circumstances. If VCSB determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into VCSB's property, VCSB shall:

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

11.2 If an escort does not arrive at VCSB's property within the required timeframe, the Access Seeker's nominated employees and/or contractors may proceed to enter VCSB's property without an escort.

12. The Access Seeker must establish and maintain a register of all persons who visit VCSB's property on the Access Seeker's behalf, which must be made available for inspection by VCSB, upon request.

13. Utilities and Ancillary Services

- 13.1 Where the relevant utilities and ancillary services are within VCSB's control, VCSB shall ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that VCSB provides to itself, including but not limited to:
- (a) subject to land owners' conditions, access to roads;
 - (b) subject to land owners' conditions, access to land;
 - (c) power, including the provision of back-up power;
 - (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
 - (e) security, taking care to ensure that its agents, representatives or subcontractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
 - (f) site maintenance.
- 13.2 The utility and ancillary costs in respect of the network facilities shall be apportioned (in accordance with fair and equitable principles) between VCSB and all Access Seekers at the relevant location.

PART 3 SERVICE DESCRIPTION

2. TRANSMISSION SERVICE

1. The Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points, not being End User locations or Access Seeker Points of Presence on VCSB's network, via such network interfaces at such transmission rates as may be agreed between VCSB and the Access Seeker on a permanent or virtual basis.
2. VCBS offers a carrier-class IP/MPLS Core and Metro Ethernet Network through the following connections (**Bandwidth Services**):
 - (a) Lambda Services (Layer 1)
 - (b) Metro-E Services (Layer 2)
 - (c) Internet Access Services (Layer 3)
3. The functionalities of VCBS' Transmission Service includes:
 - (a) Layer 2 VLAN (Virtual Local Area Network), selective QinQ (double VLAN tags: 802.1Q In 802.1Q) and QinQ termination.
 - (b) various IPv6 (Internet Protocol Version 6) / IPv4 (Internet Protocol Version 4) unicast and routing protocols, as well as comprehensive MPLS / MPLS TE (Multiprotocol Label Switching Traffic Engineering) support.
 - (c) VPN (Virtual Private Network) services and perform QoS capability and supports L2VPN (Layer 2 Virtual Private Networks) and L3VPN (Layer 3 Virtual Private Networks) services, such as VPLS (Virtual Private LAN Service) and VPWS (Virtual Private Wire Service).
4. VCBS Transmission Service supports multi-services for provision of Next Generation Network (NGN), Triple Play Services (voice, video and data), High Speed Internet Services, Voice over IP (VoIP) services, Multi-Protocol Label Switching (MPLS) services, different IP services and TDM services
5. Forecasting
- 5.1 The Access Seeker shall provide, with a sufficient level of detail to enable VCBS to carry out network planning, a forecast for a period more than one (1) year.

- 5.2 The forecast must be given on a yearly basis.
- 5.3 If VCSB consider that any forecast is unreasonable, or that the work which it would be required to carry out based on the forecast is not reasonably achievable within the delivery periods contemplated under this schedule, the Access Seeker is required to resubmit a more reasonable forecast to VCSB. Pursuant to such an agreement, the Access Seeker and VCSB will only be required to carry-out the work which is reasonably achievable within the delivery periods contemplated under this schedule. To assist the negotiations.
- 5.4 VCSB will provide information in relation to the work which it would be required to carry out to meet the forecast which it considers to be unreasonable and the time frame of that works;
- 5.5 Both parties will provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and
- 5.6 Both parties will endeavor to put forward proposals to produce a satisfactory outcome for both.
- 5.7 Pending the outcome of this negotiation, VCSB shall not be obliged to accept any order or provide any Transmission Services in respect of the portion of the forecast which it considers being unreasonable or pursuant to which it would be required to carry out work which is not reasonably achievable within the delivery periods contemplated.
- 5.8 The forecast format as the following :
 - (a) Site A – Site A Name, Latitude & Longitude (in decimal)
 - (b) Site B – Site B Name, Latitude & Longitude (in decimal)
 - (c) E1 or the Capacity Required
 - (d) Timelines or RFS
 - (e) Contact person and telephone number.
6. Access to Facilities
 - 6.1 The Transmission Services is for services in Peninsular Malaysia only where the place/location that VCSB have its own transmission network infrastructure.
 - 6.2 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.
7. VCSB shall acknowledge receipt of each Order for a Transmission Service within two (2) Business Days.

8. Time for Acceptance or Rejection
- 8.1 VCSB shall notify an Access Seeker that an Order for a Transmission Service is accepted or rejected within ten (10) Business Days after:
 - (a) issuing the Notice of Receipt in respect of the Order, where VCSB does not undertake any post-Order Service Qualification for that Order; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification, where VCSB has undertaken post-Order Service Qualification for that Order.
9. The Indicative Delivery Timeframe for Transmission Service is:
 - (a) if no new network facilities are required to supply the Transmission Service, twenty (20) Business Days; or
 - (b) if new network facilities are required to supply the Transmission Services, sixty (60) Business Days.
10. The Billing Cycle for Transmission Services will be quarterly.

PART 3 SERVICE DESCRIPTION

3. NETWORK CO-LOCATION SERVICE

1. The Network Co-Location Service is a Facility and/or Service which comprises:
 - (a) Physical co-location, which refers to the provision of space at VCSB's premises to enable the Access Seeker to install and maintain equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air conditioning), security, site maintenance and access for the personnel of the Access Seeker;
 - (b) Network premises at which co-location is to be provided includes switching sites, exchange buildings, and such other network facilities locations associated with the provision of a Facility or Service in the Access List, and includes co-location provided at any location where main distribution frame is housed.
2. Forecasts
- 2.1 The Access Seeker shall provide forecast for the Network Co-Location Services for the period of :-
 - (a) the maximum period of time covered by Forecasts regarding Network Co-Location Service is one (1) year;
 - (b) the minimum intervals or units of time to be used in Forecasts regarding Network Co-Location Service is one (1) year; and
 - (c) the maximum frequency to update or to make further Forecasts regarding Network Co-Location Service is once a year.
3. VCSB shall acknowledge receipt of each Order for a Network Co-Location Service within two (2) Business Days.
4. VCSB must notify an Access Seeker that an Order for a Network Co-Location Service is accepted or rejected within ten (10) Business Days after:
 - (a) issuing the Notice of Receipt in respect of the Order, where VCSB does not undertake any post-Order Service Qualification for that Order; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification, where VCSB has undertaken post-Order Service Qualification for that Order.

5. The indicative delivery timeframe for Network Co-location Service is twenty (20) Business Days. For clarification, the indicative delivery timeframe commences from the Notice of Acceptance or confirmation of Order (as applicable) in accordance with **section 13.1, Paragraph 6, Part 2** of this RAO.
6. If VCSB proposes to refuse, or refuses, a request for physical co-location from an Access Seeker on the basis of current or future needs of VCSB and/or the needs of other Access Seekers who are currently occupying or have ordered additional space from VCSB, it must also notify the Access Seeker and the Commission of:
 - (a) the space currently used by VCSB;
 - (b) the amount of space reserved for VCSB's future needs;
 - (c) the space currently occupied by other Access Seekers;
 - (d) the space ordered by other Access Seekers; and
 - (e) the total amount of space potentially available but for the uses set out above.
7. Billing Cycle for Network Co-Location Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
8. VCSB shall allow nominated employees and/or contractors of a potential Access Seeker to physically inspect network facilities of VCSB during normal business hours provided that the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees.
9. Where required to fulfill an Order for a Network Co-Location Service or for the Access Seeker to perform operations or maintenance activities, VCSB shall allow an Access Seeker, its nominated employees and/or contractors to physically access VCSB's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself. VCSB shall not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with the obligations as set out in the MSA Determination.
10. The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:
 - (a) the position of each person and the number of persons nominated; and
 - (b) the position of each of VCSB's own personnel and the number of VCSB's personnel to which VCSB provides physical access to such network facilities.

11. Escorts

VCSB is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into VCSB's property if VCSB requires an escort for its own employees or contractors in the same circumstances. If VCSB determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into VCSB's property, VCSB shall:

- (a) bear the costs of such escort service;
 - (b) subject to **section 11(d)** below provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
 - (c) subject to **section 11(d)** below, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
 - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
 - (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
 - (d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
 - (i) thirty (30) minutes of time required by the Access Seeker pursuant to Paragraphs 9.2 or 9.3 above (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
 - (ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.
12. If an escort does not arrive at VCSB's property within the timeframe specified in section 11 above, the Access Seeker's nominated employees and/or contractors may proceed to enter VCSB's property without an escort.
13. The Access Seeker must establish and maintain a register of all persons who visit VCSB's property on the Access Seeker's behalf, which must be made available for inspection by VCSB, upon request.

14. Lack of Space

If there are space constraints at a particular location, VCSB shall take reasonable steps to optimize its usage of the space, including through the upgrading of facilities and transferring Equipment to an alternative location. If VCSB has used its best efforts to accommodate all Access Seekers, and it is not physically possible for any further Access Seekers to be accommodated, VCSB shall notify the Commission of the lack of space at the location.

15. VCSB shall not reserve space other than for its own current needs, its future needs, calculated by use of a reasonably projected rate of growth over two (2) years and the needs of other Access Seekers who are currently occupying or have ordered space from VCSB.
16. VCSB shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.
17. VCSB shall not impose minimum space requirements on an Access Seeker.
18. If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on a VCSB's network facilities, VCSB shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies VCSB (acting reasonably and in accordance with the policy referred to in this paragraph) that such employees and/or contractors have the necessary qualifications. VCSB shall make available a policy about the necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work under this paragraph, and such policy to be non-discriminatory in its application to VCSB's personnel and the Access Seeker's employees and/or contractors who perform similar functions.
19. If VCSB agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis):
- (a) VCSB shall not exceed the estimate without providing the Access Seeker with prior written notice that:
 - (i) the estimate will likely be exceeded; and
 - (ii) a further estimate of the charges for the work necessary to complete the preparatory work; and
 - (b) VCSB shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate.
20. If VCSB agrees to perform preparatory work and VCSB is or is likely to be unable to perform such work within the agreed timeframe, VCSB shall:

- (a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after VCSB becomes aware of the possible delay;
- (b) permit the Access Seeker notified under **section 20(a)** above to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
- (c) compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

21. Utilities and Ancillary Services

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

- (a) access to roads;
- (b) access to land;
- (c) power, including the provision of back-up power;
- (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
- (e) security, taking care to ensure that its agents, representatives or subcontractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance.

22. The utility and ancillary costs in respect of the network facilities as contemplated in this paragraph shall be apportioned (in accordance with fair and equitable principles) between VCSB and all Access Seekers at the relevant location.

23. There is no requirement for the use of cages or similar structures to physically segregate co-located Equipment, or Equipment located at or on network facilities of VCSB.

24. VCSB shall permit an Access Seeker to locate Equipment on or at VCSB's network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network facilities, including but not limited to multi-functional Equipment which may also be used for purposes other than those specified in this section.

25. All Operators shall mark or label their Equipment in such a manner that they can be easily identified as the Equipment of the Operator.
26. VCSB permits, and does all things reasonably necessary to allow, an Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted pursuant to this paragraph.
27. VCSB shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of VCSB as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.
28. Security And Critical National Information Infrastructure
- 28.1 VCSB may decline to publish information in connection with particular Points of Interface and other locations where Facilities are located, for national or operational security reasons, but in such circumstances, VCSB shall:
 - (a) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as Points of Interface and Facilities are withdrawn, introduced and changed; and
 - (b) provide all such information to the Commission and, on a six (6) monthly basis, the locations at which VCSB is offering to supply Network Co-Location Service, the locations at which Access Seekers have requested Network Co-Location Service and the locations at which VCSB is actively supplying Network Co-Location Service.
- 28.2 VCSB may establish reasonable security procedures and processes (such as identity checks) to apply to personnel of Access Seekers who will physically access Points of Interface or other locations where Facilities are located. However, such procedures and processes shall:
 - (a) not completely or substantially prohibit an Access Seeker from physically accessing a Point of Interface or other relevant location unless VCSB has been directed in writing to do so by the Government (in which case, VCSB shall notify the Commission); and
 - (b) be no more restrictive or onerous than the procedures and processes that VCSB imposes on its own personnel who physically access the same Points of Interface and locations.

Part 4 CHARGES AND CHARGING PRINCIPLES

1. INFRASTRUCTURE SHARING

1. The applicable Charges for Infrastructure Sharing shall be commercially negotiated and agreed between the Access Seeker and VCSB in accordance to the Access Agreement.
2. The below sets out the indicative reference Charges for Infrastructure Sharing in respect of towers and associated tower sites. Final pricing shall be subject to negotiations and mutual agreement between VCSB and the Access Seeker.
3. For the purposes of clarification, all other Infrastructure Sharing Services not listed below are negotiated charges.

Table A
Indicative Tower Charges
Recurring/Rental Charges for Peninsular Malaysia

Tower Height (Feet)	Peninsular (RM per month)	Island (RM per month)
150	4,223	4,856
200	5,837	6,713
250	6,210	7,142
300	7,935	9,125
350	10,005	11,506
400	11,385	13,093

Table B
Indicative Tower Charges
Recurring/Rental Charges for Sabah

Tower Height (Feet)	Zone A (RM per month)	Zone B (RM per month)	Zone C (RM per month)	Zone D (RM per month)
150	4,856	5,067	5,279	5,490
200	6,713	7,005	7,297	7,589
250	7,142	7,452	7,763	8,073
300	9,125	9,522	9,919	10,316
350	11,506	12,006	12,506	13,007
400	13,093	13,662	14,231	14,801

Table C
East Malaysia Zoning Category

Sabah	Zone
Kota Kinabalu, Papar, Labuan, Beaufort	A
Keningau, Kudat, Lahad Datu, Sandakan, Ranau Residency of Pantai Barat, Sandakan, Kudat	B
Tawau, Semporna, Kunak Residency of Sandakan	C
Others	D

Note: Final Infrastructure Sharing charges may differ subject to the level, frequency and/or other requirements or services to be included, such as:-

- (a) Site maintenance and housekeeping;
- (b) Tower maintenance;
- (c) Physical access to site;
- (d) Site security such as guards for manned station and fencing and pad lock for unmanned station;
- (e) Routine maintenance of access roads;
- (f) Other costs such as tower permit and quit rent, site survey, equipment installation, provision of space for cabin, outdoor equipment and space required for cable gantry connecting to the tower and generator set, etc.

The Access Seeker shall be responsible for providing its own electricity supply. Such power supply shall be obtained from Tenaga Nasional Berhad ("**TNB**") or any available power utility companies.

Part 4 CHARGES AND CHARGING PRINCIPLES

2. TRANSMISSION SERVICE

1. Transmission Service supplied by VCSB shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B and Table C below.
2. The Charges for Transmission Service is as per mandated by the Commission.
3. For the purposes of clarification, all the other Transmission Service not listed in Table A and Table B below are negotiated charges.

Table A: Rental Charges

For Peninsular Malaysia	RM per year
2 Mbps	
Installation (non-recurring charge)	318.69
Port (per end)	3,513
Tail segment (per km)	1,648
Through-Connection	873
Above 0 to 5 km	1,575
Above 5 to 10 km	2,950
Above 10 to 20 km	5,055
Above 20 to 30 km	7,862
Above 30 to 40 km	10,669
Above 40 to 50 km	13,476
Above 50 to 60 km	16,283
Above 60km, for each additional km	281

For Peninsular Malaysia	RM per year
34 Mbps	
Installation (non-recurring charge)	1,613.35
Port (per end)	17,783.64
Tail segment (per km)	8,341.91
Through-Connection	4,421
Above 0 to 5 km	7,973

Above 5 to 10 km	14,936
Above 10 to 20 km	25,593
Above 20 to 30 km	39,803
Above 30 to 40 km	54,012
Above 40 to 50 km	68,222
Above 50 to 60 km	82,431
Above 60km, for each additional km	1,421

For Peninsular Malaysia	RM per year
155 Mbps	
Installation (non-recurring charge)	3,596.74
Port (per end)	39,646.26
Tail segment (per km)	18,597.18
Through-Connection	9,856
Above 0 to 5 km	17,775
Above 5 to 10 km	33,297
Above 10 to 20 km	57,056
Above 20 to 30 km	88,734
Above 30 to 40 km	120,413
Above 40 to 50 km	152,091
Above 50 to 60 km	183,769
Above 60km, for each additional km	3,168

Part 4 CHARGES AND CHARGING PRINCIPLES

3. NETWORK CO-LOCATION SERVICE

1. Network Co-Location Service supplied by VCSB shall, only to the extent necessary, be subject to the Charges listed in Table A below.
2. For the purposes of clarification, all the other Network Co-Location Services not listed in Table A below are negotiated charges.
3. The prices below for Network Co-Location Service shall be applied for physical co-location for space, environmental services (heat, light, ventilation and air-conditioning), security, maintenance at switching sites, submarine cable landing centres, earth stations and exchange buildings.

Ringgit Malaysia per square metre per year	
Physical Co-location: Space (including services)	233.00

Schedule A NON-REFUNDABLE PROCESSING FEE

Type of Facilities or Services	Type of Access Request/Orders	Processing Fee
Domestic Network Transmission Service	(a) Establishment of new route/bearer	RM 600 per circuit
	(b) Circuit Migration Exercises	RM 600 per circuit
	(c) Provisioning of Additional Circuits	RM 250 per circuit
Infrastructure Sharing	Request for site establishment preparation	RM300 per site
Transmission Services	(a) Establishment of new route/bearer	RM 600 per circuit
	(b) Circuit Migration Exercises	RM 600 per circuit
	(c) Provisioning of Additional Circuits	RM 250 per circuit

Schedule B LIST OF POIs

Visi Cenderawasih Sdn Bhd POI and POP locations are as follows;

No.	Location
1	CX2 Data Center, Cyberjaya
2	CX1 Data Center, Cyberjaya
3	CX5 Data Center, Cyberjaya
4	CCC, Cyberjaya
5	NTT Data Center, Cyberjaya
6	Galleria, Cyberjaya
7	Menara AIMS, Kuala Lumpur
8	Heitech Village 2 (HTV2), Shah Alam
9	Menara PNB, Kuala Lumpur
10	Naza Platinum Park, Kuala Lumpur
11	Menara Etiqa, Kuala Lumpur
12	Jabatan Immegresen, Putrajaya
13	Menara PKNP, Ipoh Perak
14	Menara PTTC, Ipoh Perak
15	Movie Animation Park Studia (MAPS), Ipoh Perak