



RICH COMM SDN. BHD.

Company Registration No:

202001008148 (1364468-U)

REFERENCE ACCESS OFFER

VERSION 1.0

EFFECTIVE FROM: JANUARY 2025

REGISTERED ADDRESS:

2nd Floor, Lot 1, Block B1, Saradise Kuching, Jalan Stutong, 93350, Kuching, Sarawak, Malaysia

BUSINESS ADDRESS:

2nd Floor, Lot 1, Block B1, Saradise Kuching, Jalan Stutong, 93350, Kuching, Sarawak, Malaysia

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1.0 BACKGROUND & INTRODUCTION

Rich Comm Sdn Bhd is a company incorporated in Malaysia having its registered address at 2nd Floor, Lot 1, Block B1, Saradise Kuching, Jalan Stutong, 93350, Kuching, Sarawak, Malaysia.

1.1 Background of the Reference Access Offer (RAO)

This RAO was issued pursuant to the Malaysian Communications and Multimedia Commissions (MCMC):

- a) Determination on Access List Determination No.6 of 2021 (“Access List Determination”)
- b) Determination on Mandatory Standard on Access Determination No.1 of 2022 (“MSA Determination”)

1.2 Scope of RAO:

1.2.1 Rich Comm Sdn. Bhd. (RCSB) Is a licensed Network Facilities Provider (NFP) Individual License pursuant to Section 30(2) of Communications and Multimedia Act 1998 (“CMA 1998”).

1.2.2 Rich Comm Sdn. Bhd. (RCSB) Is an Access Provider to facilitate the Access Seeker(s) request for access services.

1.2.3 This RAO serves only as a reference guide for Access Seeker(s) in accessing network facilities provided by RCSB. Therefore, it shall not be deemed as an offer to enter any legally binding contract. An Access Seeker must enter into written agreement with RCSB after filling in Access Seeker Applications Form (ASAF) if they wish to obtain access to any of the listed facilities.

1.2.4 Pursuant to subsection 5.3.3 of MSA Determination, RCSB is obliged to prepare and maintain a RAO in relation to network facilities on the Access List Determination which RCSB provides to itself or third parties, which in particular, the facility and / or service as stipulated in Section 7 (Determination No.6 of 2021) under subtitle “Infrastructure Sharing” as follows:

1.2.4.1 Infrastructure Sharing is a Facility and/or Service which comprises of the following:

- a) Provision of physical access, which refers to the provision of space including rooftop 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.

1.2.4.2 Specific network facilities include:

- a) Towers and associated tower sites, and
- b) Any other facility that supports, or has the installation of mobile or fixed network equipment in, along or in close proximity to:

1.2.4.2.b.1 A street

1.2.4.2.b.2 A road

1.2.4.2.b.3 A path

1.2.4.2.b.4 A railway corridor

1.2.4.2.b.5 A park; or

1.2.4.2.b.6 Such other outdoor area that may be accessed by members of the public, including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges and road granties.

1.2.4.3 Physical access includes power (including right-of-way for power installation by the Access Seeker), environmental services (such as heat, light, ventilation

and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker(s).

1.2.4.4 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.

1.2.5 Availability of this RAO

- a) On our publicly accessible website at <http://richcomm.my>
- b) Upon official written request in email or writing to our business address as stated in section 1.2.6 below.

1.2.6 Official Correspondence Address:

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

Attention: Chief Executive Officer

Address: Rich Comm Sdn. Bhd.

2nd Floor, Lot 1, Block B1, Saradise Kuching, Jalan Stutong, 93350, Kuching, Sarawak, Malaysia.

Contacts: Email: contact@richcomm.my

Phone: [+6082-555518](tel:+6082-555518)

1.3 Amendment to the RAO:

RCSB reserved the right to amend any parts of this RAO from time to time, whereby any amendments shall be carried out in the following manner:

- a) A copy of the amended RAO shall be provided to all Access Seeker (s) who is currently accessing RCSB's network facilities within twenty (20) business days, and
- b) Within ninety (90) days for all Access Seeker (s) who have requested access to Facilities or Services under the existing RAO prior to the making of such amendments, excluding any such Access Seeker (s) who has since indicated that it does not wish to proceed with its Access Request.
- c) Within fourteen (14) business days to all Access Seeker (s) whose Access Request still pending with RCSB.
- d) An amendment in the RAO shall mean an addition, deletion or substitution to the provisions of the RAO other than amendments which is undertaken to correct a typographical error.

1.4 Determination on the Types of Network Facilities provided by RCSB

1.4.1 With reference to Commission Determination on Access List Determination No.6 of 2021, RCSB provides the following facilities which are covered by this RAO:

- a) Infrastructure Sharing – at existing towers and specific tower sites of types: 18M, 24M, 30M & other available heights of monopole / VL towers.
- b) Network Co-Location Service – towers, rooftops, in-building coverage.

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2.0 DEFINITION & INTERPRETATIONS

The following terms have these meanings in the RCSB's RAO unless the context otherwise requires.

- i. Any term used in this RAO shall have the same meaning as in the Act or regulations made under it;
- ii. Words in the singular includes plural and vice-versa

“Access Agreement” means an agreement entered into between Operators whereby the Access Provider provides access to the Facilities and/or Service to the Access Seeker in accordance with the terms therein contained.

“Access Charges” means the sum payable under the Access Agreement and/or this RAO agreed by the Operators to be paid by the Access Seeker to the Access Provider for providing the Access Service, the indicative Access Charges are as per Schedule D hereof which rate is exclusive of GST which shall be payable also by the Access Seeker.

“Access List” means the Commission Determination on Access List, Determination No. 2 of 2015 which came into operation on 1 September 2015 and any subsequent amendments thereto which sets out a list of Facilities or Services determined by the Commission under section 146 of the Act.

“Access Provider” in this RAO means the Access Provider stated in the cover of this RAO (Rich Comm Sdn. Bhd.) who owns or provides the Access Service listed in the Access List and who is a Licensee as defined in the Act.

“Access Request” means a request for access to Facilities and/or Services on the Access List made by the Access Seeker under subsection 5.4.5 of the MSA Determination and containing the information in subsection 5.4.6 of the MSA Determination and in Clause 4(b) hereof and as per the format in Schedule A hereof.

“Access Seeker” means a network facilities provider, network services provider, application services provider or content application service provider who is a Licensee who makes a written request for access to the Access Provider's Facilities and/or Services listed in the Access List.

“Access Service” means the access to the Facilities and/or Services that is provided by the Access Provider to the Access Seeker pursuant to an Access Request and upon terms and conditions in this RAO or the relevant Access Agreement.

“Act” means the Communications and Multimedia Act 1998 and any subsequent amendments thereto.

“Additional Infrastructure” shall mean any additional telecommunications infrastructure which may include but not limited to cabins and generator sets which are other than the infrastructure to be included for a specific Site which shall be at the Access Seeker's own costs OR upon an additional Access Charges to be agreed between the Operators.

“Associated Tower Site” means land owned, licensed, leased or tenanted by the Access Provider surrounding or on which the Designated Infrastructure is situated at or built on including space required for cable gantry connecting to the tower, or generator-set and space at the base of the Designated Infrastructure to install the Equipment thereat and includes the necessary right-of-way and permission to dig (subject to further commercial terms being agreed by the Operators (if any) and to space availability at the Site).

“Bank Guarantee” means the guarantee executed in favor of the Access Provider on behalf of the Access Seeker by a bank approved by the Access Provider in a format acceptable to the Access Provider.

“Billing Dispute” means the dispute of an Invoice prepared by the Access Provider for the Access Seeker which is made in good faith.

“Billing Dispute Notice” means the written notification made by the Access Seeker to the Access Provider in relation to a Billing Dispute in accordance with Clause 12(e) hereof.

“Billing Dispute Notification Period” means the period after the date of Invoice described in Clause 12(e) hereof.

“Billing Period” means the period over which the supply of access to Facilities and/or Services is measured for purpose of billing as contemplated under subsection 5.11.1 of the MSA Determination and Clause 11(b)(i) hereof which shall be no more than one (1) month and in accordance with the relevant calendar month unless otherwise agreed between the Operators.

“Billing Representative” means a representative of the Operators appointed to handle billings.

“Billing System” means a system to issue Invoices relating to Access Charges payable by the Access Seeker under this RAO.

“Business Day” means a day other than a Saturday and Sunday or in states where Friday is observed as the weekly holiday, Thursday and Friday or Friday and Saturday (whichever is applicable), or a day which is lawfully observed as a national public holiday throughout Malaysia or a day which is lawfully observed as a state public holiday in which state either the Access Provider or the Access Seeker is operating in.

“Commencement Date” means the date on which access to the Site as endorsed by a SLO hereunder is given to the Access Seeker for installation of the Equipment at the relevant Site.

“Commission” means the Malaysian Communication and Multimedia Commission established under the Act.

“Communication Services” means the network facilities, network services, application services and/or content application services provided by the Operator, as the case may be, pursuant to its License(s).

“Confidentiality Agreement” means a confidential agreement entered into between the Operators in accordance with Section 5.3.8 of the MSA Determination, a sample of which is enclosed as Schedule B hereof.

“Confidential Information” means all oral or written information of a confidential manner or in any kind as is more specifically detailed in the Confidentiality Agreement.

“Content Obligations” means those obligations set out in subsections 5.5 to 5.16 (inclusive) of the MSA Determination.

“Customer” means in relation to an Operator, a person having a contractual relationship with that Operator for the provision of Communication Services by means of that Operator’s Facilities and/or Services.

“Designated Infrastructure” means the telecommunication infrastructure belonging to the Access Provider to be utilized by the Access Seeker to install the Equipment thereat.

“Determination” means any lawful determination made by the Minister under section 10 of the Act or by the Commission under section 55 of the Act.

“Direction” means any lawful direction made by the Minister under section 7 of the Act or the Commission under section 51 of the Act.

“Dispute Resolution Procedures” means the procedures outlined in Annexure A of the MSA Determination.

“Due Date” means, in respect of an Invoice and payment of Access Charges, on or before the seventh (7th) of each month or thirty (30) days from the date of receipt of an Invoice, whichever is earlier.

“Effective Date” means the date on which this RAO or the Access Agreement is signed by the Operators.

“Equipment” means any equipment (whether hardware or software), or device which is part of or within a Network and in the context of this RAO, the Access Seeker’s telecommunications equipment (excluding equipment relating to broadcasting) installed by the Access Seeker solely belonging to it (including any equipment leased or hired to be used by the Access Seeker to provide its Communications Services) and not shared in whatsoever and howsoever way with other Licensees under the Act at the

Site at its own cost subject to the approval of the Access Provider which may include Very Small Aperture Terminal (“VSAT”), indoor and outdoor radio equipment with shelter, cabin or outdoor unit, antenna system, microwave dishes, Remote Radio Unit (“RRU”) with its related mechanical, electronic and electrical system, Base Transceiver Station (“BTS”) and generator sets but exclude filters and tower mounted amplifier (“TMA”).

“Existing Operator(s)” shall mean the Licensee(s) or User(s) which is/are currently occupying the Site with the Access Provider’s consent.

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications service as listed in the Access List.

“Force Majeure” means an event or circumstance beyond the reasonable control of the Operator(s) which affects its/their ability to perform its/their obligations under the Access Agreement or this RAO.

“Goods and Services Tax” or “GST” means the Goods and Services Tax or whatsoever taxes called by whatever name charged by the Government of Malaysia for the supply of good and/or services provided hereunder.

“Handover Date” means the date on which access to the Tower and Associated Tower Site is given to the Access Seeker for installation of the Equipment at that Site. “Handover” shall be construed accordingly.

“Infrastructure Sharing” means a Facility and/or Service which comprises the provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain the Equipment

“Invoice” means the invoice for the Access Charges in respect of the supply of Facilities and/or Services during a Billing Period forwarded by the Access Provider to the Access Seeker.

“License” means the relevant license granted by the Minister pursuant to the Act.

“Licensee” means a person who either holds an individual license or undertakes activities which are subject to a class license granted under the Act.

“License Term” means in respect of each Site, the period for its license to be used by the Access Seeker commencing on the Commencement Date and as stipulated in the respective SLO.

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

“MSA Determination” means the Commission Determination on the Mandatory Standard on Access,

Determination No 3 of 2016 which came into operation on 1 January 2017 and any subsequent amendments thereto.

“Network” means network facilities and/or network services comprising a system that carries 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 which is owned or operated by an Operator.

“Operators” means the Access Provider and the Access Seeker collectively.

“Order” means the request which the Access Seeker must give to the Access Provider to procure access to the Facilities and/or Services as described in Clause 4 hereof.

“Other Operator” means either the Access Provider or the Access Seeker, as the context requires.

“Project” means the procurement, design, construction, erection, installation, acceptance testing, project management, maintenance and renting and/or licensing of the Designated Infrastructure erected on the Site.

“Reference Access Offer” or “RAO” means this RAO prepared and maintained by the Access Provider for each Facility and/or Service listed in the Access List which it provides to itself and the Licensees.

“Review” means a review of the MSA Determination pursuant to Section 7.5 of the MSA Determination.

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

“Security Deposit” means the security either in the form of a Bank Guarantee or cash, provided or to be provided by the Access Seeker to the Access Provider for the provision of access to the Facilities and/or Services which amount is detailed in Clause 6(d) hereof.

“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.

“Service Qualifications” means a desk and/or field study that may be conducted under subsections 5.4 and 5.7 of the MSA Determination and may include the testing of a line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order.

“Site” means the Access Provider’s site where access to Facilities and/or Services is offered and provided under this RAO which include the Designated Infrastructure and the Associated Infrastructure Site.

“Site License Offer” or “SLO” shall mean the form set out in the Schedule C hereof which is forwarded by the Access Provider to the Access Seeker upon the Commencement Date and the SLO issued pursuant to this RAO shall be deemed to incorporate all the terms and conditions of this RAO and each SLO shall form part of this RAO and includes any subsequent amendments made thereto.

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

“Technical Proposal” means the Technical Specifications proposed by an Access Seeker for a Site.

“Technical Specifications” means any technical parameters, specifications and procedures applicable to a Site.

“Users” herein shall mean the Existing Operators and the Access Seeker that are utilizing any Designated Infrastructure or Site under any form of agreement with the Access Provider whilst utilizing a minimum 3 antennas and/or 1 dish OR installing Equipment of at least 50 kilograms on any Designated Infrastructure.

a. Interpretations

In this RAO except where the contrary intention appears: -

- i. a document includes all amendments or supplements to that document, or replacements or novation of it; and
- ii. a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time relating thereto or in connection therewith; and

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- iii. a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- iv. if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to acts that have to be done or to be done by or on or before a particular day or Business Day means by or on or before the close of business at 5.00pm on that particular day or Business Day; and
- v. a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016; and
- vi. a reference to a third person is a reference to a person who is not a party to this RAO;

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3.0 GENERAL PRINCIPLES & SCOPE OF ACCESS PROVIDER'S SERVICES

- a. The Operators agree and acknowledge that the governing principle of the RAO is that the Operators are, in respect of the provision of access to Facilities and/or Services, in an Operator-to-Operator relationship.
- b. Consistent with Section 149(2) of the Act, access to Facilities and/or Services provided by the Access Provider to the Access Seeker shall be:-
 - vii. of at least the same or more favourable technical standard and quality as the technical standard and quality provided to itself on the Access Provider's Facilities and/or Services; and
 - viii. provided on an equitable and non-discriminatory basis (MSA 4.1.5).
- c. However, nothing in the MSA Determination shall limit the Access Seeker's ability to freely request and agree on access to the Access Provider's Facilities and/or Services that is either superior or inferior (in terms of technical standard and quality) to that which an Access Provider provides to itself (MSA 4.2.2).
- d. The Access Provider shall if requested to do so by an Access Seeker, supply the Access Service to the Access Seeker on reasonable terms and conditions.
- e. An Access Seeker may not request for access-to-Access Service where the requested Access Service is to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- f. The Operators shall recognize and act consistently with the Customer relationship principles set out in subsection 4.3.2 of the MSA Determination.
- g. The scope of this RAO is, unless otherwise specified, limited only to the provision of access to the Facilities and/or Services stated herein.

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4.0 ACCESS REQUEST PROCEDURES

- a. If an Access Seeker:-
- i. has no Access Agreement in force with the Access Provider and wishes to seek access to Facilities and/or Services under this RAO; or
 - ii. has an Access Agreement with the Access Provider but:-
 - (1) the current term of the Access Agreement will expire or terminate within the next THREE (3) months; or
 - (2) the requested Facilities and/or Services are outside the scope of that Access Agreement;

such Access Seeker shall submit an Access Request Letter in Schedule A hereof to the Access Provider. The Access Provider shall develop a process for desktop/field studies and Service Qualifications that the Access Seeker may take up prior to granting access to the Facilities and/or Services (MSA 5.4.5).

- b. The Access Request shall contain the following information and/or documents:-
- i. the names and contact details of the Access Seeker;
 - ii. the Facilities and/or Services in respect of which is sought;
 - iii. whether the Access Seeker wishes to accept the RAO or to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms;
 - iv. the information (if any) the Access Seeker reasonably requires the Access Provider to provide for the purposes of negotiations;
 - v. TWO (2) copies of the Confidentiality Agreement duly executed;
 - vi. preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;
 - vii. relevant technical information relating to the interface standards of the equipment of the Access Seeker;
 - viii. 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 the Access Provider's Network (if applicable);
 - ix. creditworthiness information as set out in subsection 5.3.11 of the MSA Determination;
 - x. assessed security or confirmation of security offered to the Access Provider in line with subsection 5.3.9 of the MSA Determination;
 - xi. insurance information as required under subsection 5.3.10 of the MSA Determination; and
 - xii. such other information as the Access Provider may reasonably require for the sole purpose of providing access to the requested Facilities and/or Services (MSA 5.4.6).

- c. The Access Seeker is entitled under subsection 5.3.7 of the MSA Determination to request from the Access Provider who shall provide such information within ten (10) Business Days of its receipt of the written request from the Access Seeker for the provision of access:-
- i. any supplementary details of a Facility and/or Service offered by it not included in the RAO, including details concerning all POIs (if any) 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 (if any);
 - ii. any supplementary access charges for access to Facilities and/or Services not included in the RAO;
 - iii. 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 the Access Provider's Network;
 - iv. supplementary details of the Access Provider's operational processes and procedures not included in the RAO;
 - v. supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker;
 - vi. details of the Access Provider'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;
 - vii. any security requirements, insurance requirements and creditworthiness information required by the Access Provider; and
 - viii. the Access Provider's reasons for failing to supply any of the information above.
- d. Prior to the provision of information under Clause 4(c) above, the Access Provider may request the Access Seeker to enter into the Confidentiality Agreement (Proviso to MSA 5.3.7).
- e. The Access Provider may charge an Access Seeker a non-refundable processing fee/one-off fee for undertaking the necessary administrative work to process the Access Request to be determined by reference to the costs incurred by the Access Provider, for allocation of manpower and other resources to enable the Access Provider to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is justified by the Access Provider to the Access Seeker as necessary for the Access Provider to provide the requested Facilities and/or Services and such one-off fee shall be on reasonable costs.

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- f. The Access Provider shall within TEN (10) Business Days of the receipt of the Access Request, respond to the Access Seeker in writing acknowledging receipt of the Access Request and state the following:-
 - i. if the Access Seeker is willing to accept the RAO, the Access Provider will provide access in accordance with the RAO; or
 - ii. if the Access Seeker wishes to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms, the Access Provider is willing to proceed with the same; or
 - iii. the Access Provider refuses the Access Request pursuant to subsection 5.4.10 of the MSA Determination; or
 - iv. the Access Provider requires specified additional information to make a decision on the Access Request and upon receipt of the information, the Access Provider shall reconsider the Access Request and the TEN (10) Business Days for the Access Provider to consider the Access Request recommences from the receipt of the information from the Access Seeker (MSA 5.4.7).

- g. If Clause 4(f)(i) above shall apply, the Access Provider shall within TEN (10) Business Days of such response, provide TWO (2) copies of the SLO for the Site requested by the Access Seeker issued pursuant to the RAO and ONE (1) copy of the Confidentiality Agreement duly executed by it to the Access Seeker (MSA 5.4.8).

- h. If Clause 4(f)(ii) above shall apply, the Access Provider shall set out the following in its response to the Access Seeker:-
 - i. a place, date and time not later than FOURTEEN (14) Business Days from the date of its response when its representatives that is authorized to negotiate on an Access Agreement will be available for an initial meeting with the Access Seeker's representatives that is authorized to negotiate on an Access Agreement; and
 - ii. return a copy of the Confidentiality Agreement duly executed by it (MSA 5.4.9).

- i. Where the Access Seeker wishes to negotiate an Access Agreement, the Operators shall comply with the requirements under the MSA Determination particularly to subsections 5.4.2, 5.4.3, 5.4.13 and 5.4.15 of the MSA Determination in negotiating and concluding an Access Agreement.

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- j. The Operators shall use their best endeavors to conclude the Access Agreement within the time stipulated in subsection 5.4.1(b) of the MSA Determination and if the same is not completed within the stipulated time period:-
 - i. the Operators 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 Operators and the Dispute Resolution Procedures shall take effect; or
 - ii. either party may initiate the Dispute Resolution Procedures in the MSA Determination (MSA 5.4.1(c)).

- k. The Access Provider will not be taken to have agreed to provide and the Access Seeker will not be taken to have been given access to the facilities and/or Services until:-
 - i. the security requirements under subsection 5.3.9 of the MSA Determination (“the Security Sum”) has been provided; and
 - ii. the Access Agreement or the RAO has been executed between the Operators and the same (whichever is applicable) is registered with the Commission in accordance with section 150 of the Act.

- l. If Clause 4(f)(iii) above shall apply, the Access Provider shall set out in its response to the Access Seeker the following:-
 - i. the grounds under subsection 5.4.11 of the MSA Determination it is relying upon;
 - ii. the basis of its decision with sufficient particulars to enable the Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and
 - iii. a place, date and time, not later than SEVEN (7) Business Days from the date of the refusal notice, at which representatives of the Access Provider authorized to review its assessment of the Access Request will be available to meet the representatives of the Access Seeker for the purpose of discussing the refusal of the Access Request. At this meeting, the Access Seeker may request the Access Provider to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in:-
 - A. paragraph 5.4.11(d) of the MSA Determination, the Access Provider must reassess the Access Seeker’s original Access Request considering any supplementary information provided by the Access Seeker;
 - B. paragraph 5.4.11(d) of the MSA Determination, the Access Provider must identify when additional capacity is likely to be available; and
 - C. paragraph 5.4.11(e) of the MSA Determination, the Access Provider must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services, its reasons for the Security Sum and why it considers such concern cannot be addressed through a security requirement under

sub-section 5.3.9 of the MSA Determination (MSA 5.4.10).

- m. The Access Provider may refuse a request if:-
- i. supply of the relevant Facilities and/or Services would not be reasonable; or
 - ii. supply of the relevant Facilities and/or Services would be reasonable, but the terms and conditions requested by the Access Seeker are not reasonable (MSA 4.1.2).
 - iii. Without limiting any other grounds that may be relied upon under the Act or as provided in the MSA Determination, the Access Provider shall not refuse an Access Request, except on the grounds that:-
 - A. the Access Provider does not currently supply or provide access to the relevant Facilities and/or Services to itself or to any third parties, except where the Access Seeker compensates the Access Provider for the original supply of access to Facilities and/or Services to the Access Seeker;
 - B. the Access Seeker has not provided all information required to be provided in accordance with Clause 4(b) hereof and subsection 5.4.6 of the MSA Determination;
 - C. it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
 - D. subject to the MSA Determination, the Access Provider has insufficient capacity or space to provide the requested Services or Facilities;
 - E. the Access Provider has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed by the Security Sum;
 - F. there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
 - G. there are reasonable grounds for the Access Provider to refuse access in the national interest (MSA 5.4.11).
- n. For purpose of determining technical infeasibility in Clause 4(m)(C), the Operators shall comply with subsection 5.4.17 of the MSA Determination.
- o. For purpose of determining capacity constraints in Clause 4(m)(D), the Operators shall comply with subsection 5.4.18 of the MSA Determination.
- p. If the Access Provider refuses an Access Request, it must notify the Commission within FIVE (5) Business Days of that refusal together with an explanation of its reason for refusal under Clause 4(m) hereof and subsection 5.4.11 of the MSA Determination (MSA 5.4.19).

5.0 ORDERING & PROVISIONING OBLIGATIONS

- a. Orders for Access Service are to be delivered to the CEO of the Access Provider via mail to the address of the Access Provider as stated in the cover of this RAO or via email to the Access Provider's email address as stated on its website and the Access Provider shall notify the Access Seeker in writing or email from time to time of any change to the designated person(s) (MSA 5.7.1).
- b. Prior to access being provided, the Access Provider may require the Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. The Access Provider may request the Access Seeker to provide, at a level of detail (sufficient for planning and provisioning), the following in an Order for access to the Access Service:-
 - i. the Access Service to which access is requested;
 - ii. a requested date and time for delivery;
 - iii. the detailed address of the location of the points of delivery and location maps in coordinates, if necessary;
 - iv. the Technical Specifications of the Equipment to be used in connection with the Order and its Technical Proposal;
 - v. such other information that the Access Provider reasonably requires in order for it to plan for the provision of access to the Facilities and/or Services as requested by the Access Seeker (MSA 5.7.2).
- c. Ordering information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those persons within the Access Provider whose role is within:-
 - i. the Access Provider's wholesale or interconnection group; and
 - ii. that part of the network engineering group of the Access Provider responsible for interconnection or access, for the purpose of responding to and provisioning for the Order (MSA 5.7.3).
- d. The Access Provider shall:-
 - i. establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any Licensee;
 - ii. give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and
 - iii. otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under subsection 5.7.29 of the MSA Determination (MSA 5.7.4).

- e. The Access Provider shall acknowledge receipt of an Order for Access Services in writing or in any other material or electronic form as agreed by the Operators within:-
 - i. TWO (2) Business Days for Infrastructure Sharing; and
 - ii. the relevant period specified in the Service Specific Obligations under section 6 of the MSA Determination for the other Access Services (MSA 5.7.5).

- f. The Access Provider shall include in its acknowledgement of receipt above (“Notice of Receipt”) the following information:-
 - i. the time and date of receipt of the Order;
 - ii. a list of any additional information reasonably required by the Access Provider from the Access Seeker to provision the Order;
 - iii. if the relevant Facilities and/or Services available to the Access Provider are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, the Access Provider shall inform the Access Seeker of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted;
 - iv. whether the Access Provider needs to perform post-Order Service Qualification because information is not readily available to the Access Provider together with the reasons for needing to undertake the Service Qualification; and
 - v. the position of the Order in the Access Provider's queue (MSA 5.7.6).

- g. The Access Provider shall allow the Access Seeker a period of up to TEN (10) Business Days after a request for additional information under Clause 5(f)(ii) above to provide the Access Provider with such information (MSA 5.7.7).

- h. The Access Provider shall make Service Qualifications available to the Access Seekers prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by the Access Provider for itself. The Access Provider shall only require post-Order Service Qualifications to be requested if:-
 - i. no pre-Order Services Qualification has been completed under Clause 4(a) hereof or under subsection 5.4.5 of the MSA;
 - i. the Access Provider reasonably requires information from post-Order Service Qualifications which are not readily available; and
 - ii. the Access Provider notifies the Access Seeker that the post-Order Service Qualifications are necessary together with the reasons for needing to take such Service Qualifications at the time of providing and as specified in the Access Provider's Notice of Receipt or if further information has been requested under Clause 5(g) hereof, within TWO (2) Business Days upon the expiry of the period specified in Clause 5(g) hereof (MSA 5.7.8).

- j. The Access Provider shall permit an Access Seeker to withdraw its Order without penalty (irrespective of whether the Access Provider has accepted the Order or not) before the earlier of:-
 - i. TEN (10) Business Days after the Access Seeker receives the result of a Service Qualification under Clause 7(i) above; and
 - ii. ONE (1) Business Day before the Access Provider commences civil works to provision the Order (where the civil works are required to provision the Access Service within the delivery timeframe specified in the Notice of Acceptance (as defined in Clause 5(m) hereof)) and any civil works to be conducted must be subject to the issuance of a notice in writing by the Access Provider which may be in the form of a Notice of Acceptance if civil works is to occur after the Access Provider has accepted the Order (MSA 5.7.10).

- k. The Access Provider must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by the Access Provider pursuant to subsection 5.6 of the MSA Determination (MSA 5.7.11).

- l. The Access Provider must notify the Access Seeker that an Order is accepted or rejected within:-
 - i. the specified timeframe in the Service Specific Obligations under Section 6 of the MSA Determination for the purposes of this Clause 5(l); or
 - ii. the timeframe within which it accepts or rejects equivalent Orders for itself,
 - iii. whichever is shorter and if the Access Provider notifies the Access Seeker that an Order is rejected, the Access Provider must advise the Access Seeker whether the Access Provider would be able to accept the Order in a modified form (MSA 5.7.12).

- m. The Access Provider's notice of acceptance to the Access Seeker ("Notice of Acceptance") must contain the following information:-
 - i. the delivery date or activation date (as applicable) which must be the date that is requested by the Access Seeker or if that date cannot be met by the Access Provider, then no later than the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations under Section 6 of the MSA Determination for the purposes of this Clause 5(m) or the period of time taken by the Access Provider to deliver or activate such Facilities and/or Services for itself, whichever is shorter;
 - ii. the date when civil works (if any) are intended to commence;
 - iii. the charges applicable to fulfil the Order;
 - iv. such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
 - v. the validity period, which shall be a period that is not shorter than THREE (3) months commencing

from the date of the Notice of Acceptance ("Validity Period") (MSA 5.7.13).

- n. The applicable delivery timeframe for an Order as determined under Clause 5(m)(i) above shall commence from:-
- i. where the Access Seeker's confirmation of an Order is required under Clause 5(o) hereof, the date the Access Seeker confirms the Order in accordance with the sub-clause; and
 - ii. in any other case, from the start of the Validity Period (MSA 5.7.14).
- o. The Access Seeker's confirmation of an Order is not required if the Access Provider accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before the Access Provider can proceed with the Order and where the Access Seeker's confirmation is required for the Access Provider to proceed with fulfilling an Order as provided for under this Clause, the Access Provider shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, the Access Provider shall fulfil the Order in accordance with the Notice of Acceptance (MSA 5.7.15).
- p. If the Notice of Acceptance provided by the Access Provider contains estimates of charges (e.g. based on time and materials):-
- i. the Access Provider shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:-
 - (1) the estimate will likely be exceeded;
 - (2) an explanation of the reasons for exceeding the estimate; and
 - (3) a further estimate of the charges for the work necessary to fulfil the Order;
 - ii. the Access Provider shall permit the Access Seeker to withdraw the Order without penalty within TEN (10) Business Days of the notice given by the Access Provider under Clause 5(p)(i) hereof if the revised estimate in that notice exceeds the original estimate by more than TEN percent (10%);
 - iii. where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by the Access Provider due to:-
 - (1) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
 - (2) a change in the scope of work by the Access Seeker,the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred (but in no other circumstances unless otherwise agreed between the Operators); and
 - iv. the Access Provider shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate (MSA 5.7.16).

- q. The Access Provider may only reject an Order from an Access Seeker where:-
- i. subject to subsection 5.4.17 of the MSA Determination and Clause 5(n) hereof, it is not technically feasible to provide the Access Services requested by the Access Seeker;
 - ii. subject to compliance with subsections 5.7.31 and 5.7.32 of the MSA Determination, the Access Provider has insufficient capacity to provide the requested Access Services;
 - iii. subject to subsection 5.7.19 of the MSA Determination and Clause 5(s) hereof, the Order is in excess of the agreed Forecast levels;
 - iv. the Order or variation request duplicates an Order awaiting fulfilment;
 - v. the Access Seeker has not obtained the necessary related agreements from the Access Provider;
 - vi. there are reasonable grounds to believe that the Access Seeker would fail to a material extent to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to the Access Provider's satisfaction acting reasonably; or
 - vii. in connection with the supply of the Access Services, there are reasonable grounds to believe that the Access Seeker would fail to protect the integrity of a Network or the safety of individuals working on or using services supplied by means of a Network or the Equipment and such concern cannot be addressed to the Access Provider's satisfaction acting reasonably (MSA 5.7.17).
- r. An Access Provider's notice of rejection of an Order to the Access Seeker must:-
- i. set out the grounds on which the Access Provider rejects the Order at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and
 - ii. offer to meet and meet if the offer to meet is accepted by the Access Seeker, within FIVE (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance (MSA 5.7.18).
- s. Notwithstanding Clause 5(q)(ii) above, the Access Provider must use its reasonable efforts to provide sufficient capacity to enable the Access Provider to accept and fulfil Orders from the Access Seeker for the Access Services which are in excess of the relevant Forecast. The Access Provider is only required to do so if after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or the Access Provider could readily upgrade existing capacity. The Access Provider shall allocate the available capacity on a nondiscriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. The Access Provider is not required to supply the Access Services in excess of the Forecast if despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of the Access Services provided to all Access Seekers and/or itself (MSA 5.7.19).
- t. The Access Provider shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with Clause 5(v) below (MSA 5.7.22).

- u. If the Access Provider in the normal course of business is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date (MSA 5.7.23).

- v. Where there is a delay in the delivery of an Order, and:-
 - i. the delay is caused by the Access Provider:-
 - (1) the Access Provider shall notify the Access Seeker of the delay to the delivery date together with the reasons for the delay as soon as practicable after the Access Provider becomes aware of the possible delay;
 - (2) the Access Provider shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
 - (3) the delivery date shall be extended for a further period as reasonably necessary and the Access Provider shall promptly notify the Access Seeker of the revised delivery date; or
 - ii. where the delay is caused by the Access Seeker:-
 - (1) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
 - (2) the Access Provider and Access Seeker must work together to minimize the delay; and
 - (3) the delivery date shall be extended for a further period as reasonably necessary and the Access Provider shall promptly notify the Access Seeker of the revised delivery date (MSA 5.7.24).

- w. An Access Provider shall allow an Access Seeker to cancel or vary an Order at any time subject to Clause 5(x) below or otherwise mutually agreed between the Operators (MSA 5.7.25).

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- x. The Access Provider may impose a charge for the cancellation or variation of the Order and the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:-
 - i. the sum of costs necessarily incurred by the Access Provider which is directly attributable to the cancellation or variation; or
 - ii. an amount equal to the Access Charges that would have been payable by the Access Seeker in the SIX (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,
 - iii. and reduced to the extent that those costs have been mitigated or would have been mitigated had the Access Provider used its best endeavors to do so, and unless otherwise agreed between the Operators in writing herein and/or in the Access Agreement (MSA 5.7.26).

- y. The Access Provider shall cooperate with the Access Seeker in relation to the testing and provisioning of the ordered Access Services and treat an Access Seeker's testing and provisioning on an equivalent basis to that which the Access Provider treats testing and provisioning for itself (MSA 5.7.27).

- z. If the Access Provider fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with Clause 5(v)(i)(3) hereof except where such failure has been caused solely by the Access Seeker's delay or a lack of authorization by a third party, the Access Provider shall without limitation to any other rights the Access Seeker may have under Clause 5 hereof or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the Access Charges payable for access to the Facilities and/or Services for the period of the Access Provider's delay. If the Access Provider alleges that a failure has been caused solely by the Access Seeker's delay or a lack of authorization by a third party, the Access Provider shall have the burden of demonstrating that allegation and that the Access Provider has done all things reasonably practicable to minimize or avoid such failure (MSA 5.7.33).

- aa. In any case, the Operators shall comply with the Ordering and Provisioning obligations under section 5.7 of the MSA Determination and all Orders shall be treated on a first come first serve basis.

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6.0 BILLING & SETTLEMENT OBLIGATIONS

- a. Where relevant, the billing and settlement obligations set out in Section 5.11 of the MSA Determination shall be applicable.
- b. Billing
 - i. Subject to Clause 6(b)(ii) below, the Operators agree that the Access Charges shall be payable by the Access Seeker to the Access Provider on or before the Due Date or upon receipt of the Access Provider's invoice, whichever is later. In the event the Commencement Date does not fall on the FIRST (1st) day of the calendar month, the Access Charge for that calendar month shall be pro-rated accordingly.
 - ii. The Invoice for the Access Charges shall be in writing and forwarded to the Access Seeker before the Due Date. The Access Provider shall provide with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify the rates and charges specified in the Invoice. In addition, the Access Provider shall provide the Access Seeker the billing report in electronic format upon request.
 - iii. All Invoices shall be delivered by hand or posted by registered mail or licensed courier or in electronic form to the Billing Representative and address of the Access Seeker as shall be notified in writing from time to time.
 - iv. The Access Provider shall provide the Access Seeker at the Access Seeker's written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker in monthly tranches (MSA 5.11.6).
 - v. The billing cycles for the purposes of invoicing shall be in monthly Billing Periods, unless otherwise agreed with the Access Seeker (MSA 5.11.3).
 - vi. Where appropriate, any taxes (including GST), duties or other imposts (as at the date of this Agreement or imposed after the date of this Agreement) shall be added to all or any charges under this RAO or the Access Agreement and shall be paid by the Access Seeker.

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c. Terms of Payment

- i. Save for a disputed amount, the Access Seeker must make full payment of any Invoice to the Access Provider on or before the Due Date unless otherwise agreed in writing by both Operators.
- ii. All payments: -
 - (1) must be paid by electronic transfer to the Access Provider or by cheque to the nominated account(s) of the Access Provider (MSA 5.11.9);
 - (2) must be accompanied by such information as is reasonably required by the Access Provider to properly allocate payments received, failing which the Access Provider may allocate payments received to any amounts due and payable with full accounts of such allocation to the Access Seeker; and
 - (3) unless otherwise agreed by the Operators, shall not be subject to any set-offs except where the Access Seeker is in liquidation or at least THREE (3) Invoices have been issued and such Invoices have not been paid (MSA 5.11,10).
- iii. All Invoices shall be stated in Ringgit Malaysia (RM) and payment must be made in Ringgit Malaysia (RM) (MSA 5.11.2).
- iv. Save for disputed amounts, it is hereby expressly agreed that the Access Provider is entitled to the payment of interest without prejudice to any other rights of the Access Provider. Interest on due and unpaid amounts is payable (as well as before judgement and after judgment) at the rate of two percent (2%) per annum above Malayan Banking Berhad's Base Lending Rate (BLR) calculated daily from the Due Date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's Base Lending Rate ("BLR") (as well as before judgement and after judgment) calculated from the due date until the date of receipt by the Access Provider of full payment. Further, the BLR rate to be used shall be the published rate prevailing on the date of payment (MSA 5.11.15).
- v. Where interest in respect of any due and unpaid amount is due to the Access Provider hereunder, the Access Provider may add the amount of such interest to its next Invoice.
- vi. If the Access Provider discovers an error in an Invoice given to the Access Seeker under this Clause 6, it must promptly notify the Access Seeker. The Access Provider who made the error must make the necessary adjustment to correct that error (including adjusting any interest erroneously charged) in its next Invoice.
- vii. The Access Provider may include omitted or miscalculated Access Charges from an earlier Invoice in a later Invoice or issue an Invoice for Access Charges which have not been invoiced provided

that the Access Provider is able to substantiate the Access Charges to the Access Seeker and such inclusion, amendment and issuance is made within THREE (3) months from the end of the Billing Period for the Facilities and/or Services provided (MSA 5.11.16). Nevertheless, the Operators agree that if the omission or miscalculation is due to the Access Seeker under declaring or not declaring its actual number of Equipment or for any other reason thereby avoiding the additional Access Charges payable to the Access Provider, then the period of THREE (3) months above shall be extended to the time when the additional Equipment was/were added to the Site without notifying the Access Provider.

- viii. For the avoidance of doubt, in the event the Access Provider fails, neglects or omits to submit an omitted or miscalculated Access Charge in a later Invoice (as provided above) or fails, neglects or omits to submit an Invoice for any Access Charges within the time period specified in this RAO or the Access Agreement, then the Operator shall be deemed to have waived and/or forfeited its right to make any further claims on the said omitted Access Charge.
- ix. The demand or acceptance of the Access Charges and any other payment by the Access Provider after default or breach by the Access Seeker does not prejudice the exercise by the Access Provider of the powers conferred upon the Access Provider in this RAO or the Access Agreement and/or under law nor does it constitute an election by the Access Provider to exercise or not to exercise any of the rights, powers or privileges hereunder and/or under any law.
- x. It is also hereby agreed and consented by the Operators that the Access Provider shall be entitled to irrevocably assign all proceeds of the Access Charges to any party and/or parties as may be notified in writing by the Access Provider to the Access Seeker and such assignment shall be only in respect of the Access Charges and shall not in any way affect the liability, obligations and covenants of the Operators under this RAO or the Access Agreement and the Access Seeker shall as and when requested by the Access Provider produce any confirmation/consent in writing regarding the same and to forward the said confirmation/consent to whosoever party notified by the Access Provider. In addition, an Operator's right to assign its rights under an Access Agreement prepared by it shall be reciprocal with the other Operator's rights of assignment (MSA5.16.9).
- xi. The Access Provider shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:-
 - (1) the Access Seeker notifies the Access Provider within FIFTEEN (15) Business Days from the date of receipt of the Invoice of such dispute; and
 - (2) the Access Seeker's notification specifies the information referred to in Clause 7(e)(iii) hereof (MSA 5.11.11).

d. Security Deposit

- i. The Access Seeker shall have deposited or procured the deposit of the Security Deposit as security for the performance of all of the Access Seeker's obligations under this RAO or the Access Agreement. The amount of the said Security Deposit shall be at least TWO (2) times the monthly Access Charges.
- ii. For the purpose of clarification, the Security Deposit does not relieve the Access Seeker from its obligations to pay amounts to the Access Provider as and when they become due and payable, nor does it constitute a waiver of the Access Provider's right to suspend, disconnect or terminate the Access Service due to non-payment of any deposits due or payable to the Access Provider.
- iii. The Access Provider shall be entitled to revise the Security Deposit in any of the following event:-
 - (1) at each subsequent anniversary from the Commencement Date;
 - (2) where, in the opinion of the Access Provider, the Security Deposit is less than the total estimated value of access to the requested Facilities and/or Services provided (based on the most recent amounts invoiced for those requested Facilities and Services) or to be provided by the Access Provider at the end of the most recent TWO (2) months period;
 - (3) upon the provisioning of new or additional Access Service to the Access Seeker; or
 - (4) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay the Access Charges on or before the Due Dates for at least THREE (3) Invoices rendered in the preceding SIX (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the Invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Clause.
- iv. Where the Security Deposit is revised pursuant to Clause 6(d)(iii) above, the Access Seeker shall within FIVE (5) Business Days from the written request of the Access Provider, deposit the new Security Deposit with the Access Provider in the manner specified in Clause 6(d)(i) hereof.
- v. In the event the Access Provider elects to suspend or terminate the provisioning of the Access Service to the Access Seeker for any Site, the Access Provider shall have the right to use the Security Deposit for that Site (together with any interest thereon) to set off any outstanding deposit due and payable to the Access Provider by the Access Seeker at other Sites.

- vi. On termination of an Access Agreement or any SLO, the Access Provider shall refund to the Access Seeker the Security Deposit for the respective Site and all amounts paid in advance to the extent that the amount (or part of the amount calculated on a pro-rata basis) relate to the period after the date of effect of such termination unless otherwise agreed between the Operators in an Access Agreement or such Security Deposit had been utilized or will be utilized to settle any outstanding deposit to the Access Provider (MSA 5.14.9).
 - vii. Notwithstanding the obligation under Clause 7(d)(vi) below, the Access Provider shall within TWO (2) months of termination of the Access Agreement or the respective SLO refund to the Access Seeker the relevant deposit paid provided all other amounts payable by the Access Seeker to the Access Provider have been paid and immediately upon termination of the Access Agreement or the respective SLO, unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to the Access Provider as at the date of termination (MSA 5.14.10).
- e. Billing Disputes
- i. Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Clause 7(e) hereof.
 - ii. For the avoidance of doubt, the Access Seeker shall not use the dispute resolution procedure in Clause 7(e) hereof to avoid or delay payment due to the Access Provider where there is no genuine dispute.

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7.0 DISPUTE RESOLUTION OBLIGATIONS

a. Disclaimer

- i. Subject to Clause 5(s)(a)(ii) hereof, an Access Provider and an Access Seeker shall adopt and comply with this dispute resolution procedure in relation to any dispute which may arise between an Access Seeker and an Access Provider in relation to or in connection with the supply of the Access Service (“Access Dispute”).
- ii. The following dispute resolution mechanisms are governed by this condition:-
 - (1) inter-party working groups; and
 - (2) specific resolution of disputes, being:-
 - A. technical disputes (which must follow the procedures set out in Clause 7(d) hereof if they cannot be resolved through the application of the general dispute resolution provisions in Clauses 7(b) and 7(c) hereof);
 - B. Billing Disputes, which must follow the procedures set out in Clause 7(e) hereof; or
 - C. any other types of disputes which, if cannot be resolved through the application of the general dispute resolution provisions in Clauses 7(b), 7(c) or 7(d), must be referred to the Commission for resolution.
- iii. A dispute between the Operators relating to any matter dealt with under this RAO shall be attempted firstly to be resolved by good faith negotiation between the Operators in accordance with Clause 7(c). An Access Provider shall not prevent the Access Seeker from notifying a dispute to the Commission in accordance with this RAO.
- iv. All disputes referred to the Commission pursuant to this RAO shall be dealt with in accordance with the Act.

b. General

- i. Until expiry of the dispute resolution procedures set out herein, an Operator may not commence court proceedings relating to that dispute other than an application for urgent interlocutory relief. Nothing in this Clause 7(b)(i) shall be constituted as ousting the jurisdiction of any court.
- ii. Operators shall ensure that their representatives acting in relation to a dispute are of sufficient seniority and have authority to settle an Access Dispute on behalf of each Operator. At the commencement of the dispute resolution procedure, each Operator must notify the other of the scope of the authority of each of their representatives. If, in the course of the dispute resolution procedures it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to a representative, an Operator may require that those matters be referred to more senior officers of that Operator who have authority to settle those matters.

- iii. Subject to Clause 7(b)(v), the Operators shall exchange information of a type described in this RAO during the course of and to facilitate resolution of such a dispute.
- iv. Confidential Information of an Operator which is disclosed and any other oral or written submissions made by an Operator or an Operator's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions contained in the Confidentiality Agreement and this RAO.
- v. An Operator must not use information obtained under Clause 7(b)(iv) or described in Clause 7(b)(v) for any purpose other than to resolve the dispute.
- vi. Subject to Chapter 7 of Part V of the Act, an arbitrator of a dispute (including a Technical Expert (hereinafter defined) or the Commission, in accordance with this Clause 7 may decide not to determine the dispute if the arbitrator considers that the dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the dispute.
- vii. The costs of the arbitration are to be shared equally between the Operators unless the arbitrator of the dispute has decided not to determine the dispute in accordance with Clause 7(b)(vii). If an arbitrator decides not to determine the dispute, the Operator that initiated the dispute must pay the costs of the arbitration including the other Operator's reasonable costs thereto.

c. Inter-Party Working Group

- i. In the first instance, the Operator raising a dispute must inform the other Operator in writing and the Operators should attempt to resolve the Access Dispute between themselves in good faith.
- ii. An Access Provider and an Access Seeker shall establish a working group, or working groups, to fulfil the requirements set out in this Clause 7(c). The working group shall be comprised of representatives of the Operators and be headed by a person who holds a position at least equivalent to the head of the Access Provider's wholesale or interconnection group.
- iii. The Inter Party Working Group shall provide for:-
 - (1) subject areas dealt with by each working group;
 - (2) equal representation by the Access Seeker and the Access Provider;
 - (3) chairmanship and administrative functions of the working group which is to be shared equally; and
 - (4) formal notification procedures to the working group.
- iv. The Access Provider and the Access Seeker shall use reasonable endeavors to attempt to settle an Access Dispute in the working group level for a period of no longer than THIRTY (30) Business Days from the first meeting of the working group or such other period as the Operators may agree, subject always to an Operator's right to seek urgent interlocutory relief.

- v. If the Inter Party Working Group does not resolve the dispute within the time provided under Clause 7(c)(iv), either Party may:-
 - (1) refer any technical dispute to a Technical Expert in accordance with Clause 7(d); or
 - (2) refer the dispute to the Commission for arbitration.

d. Use of a Technical Expert

- i. A dispute will only be referred to a Technical Expert if the provisions in Clause 7(c) have been complied with.
- ii. Once a dispute is referred to a Technical Expert, it may not be referred back to a Working Group.
- iii. The Technical Expert:
 - (1) will be an expert appointed by agreement of the Operators or, if the Operators cannot agree, by the Commission;
 - (2) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communication industry;
 - (3) need not be a Malaysian citizen or resident; and
 - (4) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest.
- iv. If the Operators fail to appoint a Technical Expert within TEN (10) Business Days of the notice to refer a dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- v. When relying on the services of a Technical Expert, the following procedures will apply to the dispute resolution procedure of the Technical Expert:-
 - (1) the Operators will present written submission to the Technical Expert and each other within FIFTEEN (15) Business Days of the appointment of the Technical Expert; and
 - (2) each Party may respond to the other Party's submission in writing within FIFTEEN (15) Business Days from the date of the other Party's submission.
- vi. At the request of either Operator and subject to the Operators agreeing or the Technical Expert deciding within FIVE (5) Business Days of the last written submission that the use of the Technical Expert be by documents only, a technical expert hearing will be within FIFTEEN (15) Business Days of the last written submission.
- vii. Should a Technical Expert dispute resolution procedure be held, each Operator will have the opportunity of making an oral submission. This process will be conducted in private.
- viii. The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Operators) but in any case, the Technical Expert's hearing will last no longer than THREE (3) Business Days.
- ix. The Technical Expert will not have the power to appoint any other experts.

e. Billing Dispute Resolution

- i. The Access Provider shall allow the Access Seeker to dispute an Invoice prepared by the Access Provider provided the dispute is reasonable and the Access Seeker notifies the Access Provider in writing within THIRTY (30) days after the date of receipt of such Invoice (“Billing Dispute Notification Period”) and if the Access Seeker fails to dispute an Invoice within the specified time period above, the Access Seeker is deemed to have accepted the Invoice.
- ii. Unless otherwise agreed in writing, a Billing Dispute may only arise where the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:-
 - (1) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Access Seeker’s Billing System;
 - (2) there is, or has been, a fraud perpetrated by the Access Provider;
 - (3) the Access Provider has made some other error in respect of calculating the charges which are the subject of the Billing Dispute (MSA 7.3).
- iii. All Billing Dispute Notices given under this Clause 7(e) must specify:-
 - (1) the reasons for which the Access Seeker disputes the amount in dispute invoice;
 - (2) details required to identify the relevant Invoice and charges in dispute including:-
 - A. the account number;
 - B. the Invoice reference number;
 - C. the Invoice date;
 - D. the Invoice amount;
 - E. billing verification information; and
 - F. evidence in the form of the Access Seeker’s outgoing report, indicating the relevant traffic data which is in dispute (if applicable) (MSA 7.4).
- iv. Where the Access Seeker has paid an amount and subsequently notifies the Access Provider of a Billing Dispute in relation to that amount, within the Billing Dispute Notification Period, the Access Provider is not obliged to refund any/or that entire amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved and if any amounts are then found in favor of the Access Seeker, the Access Provider is obliged to refund by way of a credit note of such amounts to the Access Seeker (“Refundable Amount”) within TEN (10) Business Days of the date of settlement of the dispute (MSA 7.12). Notwithstanding the foregoing, the Access Seeker shall charge interest on the Refundable Amount which shall be at the rate specified in Clause 6(c)(iv) from the date of payment of the disputed amount by the Access Seeker to the date of the issuance of the credit note by the Access Provider.
- v. The Operators agree to use their reasonable endeavor to promptly resolve any Billing Dispute notified under this Clause 7(e).

- vi. If the Operators are unable to resolve any Billing Dispute within ONE (1) month (or such other period as the Operators may agree) from the date on which the Billing Dispute Notice is received, either Operator may seek the consent of the other to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Operator is, however, under no obligation to agree to such extension.
- vii. Once the negotiation period under Clause 7(e)(vi) and any extension granted has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in Clause 7(e)(viii) hereof.
- viii. The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this Clause 7(e)(viii) by notifying the Access Provider's Billing Representative. Each of the Operators shall then appoint a designated representative that has authority to settle the Billing Dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives however all reasonable requests for relevant information made by one Operator to the other shall be honored.
- ix. Although it is the good faith intention of the Operators to use the billing dispute resolution procedures to the fullest extent to try to solve Billing Disputes, nothing in this RAO shall prevent either Party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- x. An Operator may request a joint investigation of Invoice discrepancies after that Operator has conducted comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Operators must agree the terms of the joint investigation, including:-
 - (1) the scope of the joint investigation;
 - (2) how the joint investigation will be conducted; and
 - (3) the date by which the joint investigation must be concluded.
- xi. Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each Operator.
- xii. If the Operators are unable to resolve any Billing Dispute after exhausting the Billing Dispute Escalation Procedure, either Operator may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act. For the purposes of clarification, the Billing Dispute procedure shall follow the procedure in this Clause 7(e) and does not involve the Inter-Party Working group and Technical Experts under Clauses 7(c) and 7(d).

8.0 OPERATIONAL OBLIGATIONS

- a. **Operations responsibility:** Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
- b. **Fault / Ticket reporting service:** Each Operator shall establish and maintain a fault / ticket 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 to report faults / tickets relating to any Network, Facility and/or Service.
- c. **Customer notification:** Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in Clause 8(b) hereof.
- d. **Non-discriminatory fault reporting and identification:** An Operator shall perform fault reporting and identification on a non-discriminatory basis and treat the faults reported by the other Operator on an equivalent basis as it treats the faults reported by itself.
- e. **Responsible for own costs:** Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault / ticket.
- f. **Fault priority:** Each Operator shall give priority to faults in the following order:-
 - i. the highest service loss impact in terms of the number of Customers affected;
 - ii. those which have been reported on previous occasions and have reoccurred; and
 - iii. all other faults.
- g. **Fault rectification:** Each Operator shall rectify faults on a non-discriminatory basis.
- h. **Planned maintenance:** If any User intends to undertake planned maintenance ("Maintenance Operator") which may affect the Access Seeker's Network, Facilities and/or Services, the Maintenance Operator must:-
 - i. provide at least the greater of the time which it notifies its own Customers and SEVEN (7) Business Days' notice of the planned maintenance;
 - ii. use its reasonable endeavors to minimize any disruption to the carriage of communications that crosses or would cross all Users Networks, and which are caused by the maintenance or re-routing;
- i. **Planned maintenance windows:** A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Users, and where the windows of time for such planned maintenance have the least effect on end users.

- j. **Emergency maintenance:** If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Users' Network, the Maintenance Operator must, if it is able to:-
 - i. Provide MINIMUM TWENTY-FOUR (24) hours' notice of the planned maintenance;
 - ii. use its reasonable endeavors to minimize any disruption to the carriage of communications that crosses or would cross all Users' Networks, and which are caused by the maintenance or re-routing; and
 - iii. where the Users agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Users.

- k. **Hours of fault reporting and rectification:** An Access Provider shall maintain a TWENTY-FOUR (24) hours a day, SEVEN (7) days a week fault reporting and rectification service.

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SCHEDULE A – ACCESS REQUEST

Access Request (On the Access Seeker's letterhead)

Rich Comm Sdn Bhd
2nd Floor, Lot 1, Block B1,
Saradise, 93350 Kuching,
Sarawak, Malaysia.

Dear CEO,

LETTER OF ACCESS REQUEST

We refer to the matter above wherein we hereby make the following Access Request and forward the following:

1) Our Company Details:

Name:

Registered Address:

Business Address:

Contact Person(s):

Telephone No.:

Facsimile No:

E-mail:

2) Your Facilities and/or Services which is/are sought: Tower ID (Lat, Lon Coordinate)

3) We hereby wish to * accept the RAO / * negotiate amendments to the RAO / * negotiate an Access Agreement on alternative terms (* delete whichever is not applicable).

4) We hereby request the following information for the purposes of negotiations:

5) Enclosed herein two (2) copies of the Confidentiality Agreement duly executed.

6) We wish to acquire from you the following preliminary information regarding the scale and scope of your Facilities and/or Services:

7) Enclosed the relevant technical information relating to the interface standards of our equipment:

8) Enclosed the relevant information relating to our Network and the functionality of its services, to the extent that we are aware that such information may affect your Network (if applicable):

9) Enclosed our creditworthiness information as set out in subsection 5.3.11 of the MSA Determination:

10) Enclosed our assessed security or confirmation of security offered to you in line with subsection 5.3.9 of the MSADetermination:

11) Enclosed our insurance information as required under subsection 5.3.10 of the MSA Determination:

12) Kindly confirm if you require further information or documents in order to process this Access Request.

Yours faithfully,

For and on behalf of the Access Seeker

SCHEDULE B – CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

THIS AGREEMENT is made on

BETWEEN

RICH COMM SDN BHD (Company No. 202001008148 (1364468)), a company incorporated in Malaysia and having its business address at Lot 1, Block B1, Level 3, Saradise Kuching, Jalan Stutong, 93350, Kuching, Sarawak. (“Access Provider”) of the other part;

AND

..... a company incorporated under the laws of Malaysia and having its registered address at..... and its business address at.....(hereinafter referred to as “the Access Seeker”) of the other part.

WHEREAS:-

- A. The Access Provider is a licensed individual network facilities provider under the Communications and Multimedia Act 1998. Pursuant thereto, the Access Provider may offer network facilities in Malaysia.
- B. The parties are discussing certain matters thereby necessitating the exchange of information for the purpose of determining their respective interests in establishing a business relationship between them.
- C. The parties wish to defend their rights with respect to the said information and to protect the confidentiality thereof and proprietary features contained therein.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Definition

“Confidential Information” means all oral or written information of any kind, whether in printed or electronic format, including but not limited to technical information, data or know-how which relates to research, product plans, product, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information, marketing or finance or any form of business plans whether or not labelled as “Confidential” and submitted by one party to the other party during the discussions and/or meetings, which Confidential Information is designated in writing to be confidential or proprietary or if given orally, is confirmed promptly in writing as having been disclose as confidential or proprietary.

“Disclosing Party” means the party from whom the Confidential Information originates and is disclosed to the Recipient.

“Recipient” means the party to whom the Confidential Information is given or disclosed.

2. Non-Disclosure of Confidential Information

- a) The Recipient agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two.
- b) The Recipient will not disclose any Confidential Information of the Disclosing Party to third parties or to employees or agents of the Recipient except employees and/or agents who are required to have the information in order to carry out the discussion of the contemplated business.
- c) The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Recipient utilize to protect its own Confidential Information of a similar nature.
- d) The Recipient agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party which may come to the Recipient attention.

3. Information excluded from Confidentiality

The obligation imposed upon either party herein shall not apply to information which:-

- a) is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure; or
- b) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient; or
- c) is approved in writing by the Disclosing Party for release; or
- d) is independently developed by the Recipient; or
- e) is disclosed to a third party pursuant to written authorization from the Disclosing Party; or
- f) is received from a third party without similar restrictions as against the Receiving Party; or
- g) is disclosed pursuant to a requirement or request of a Government agency, but only to the extent so ordered.

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4. No Commitment

Nothing in this Agreement imposes on either party an obligation to enter into any agreement or transaction.

5. Return of Materials

Any materials or documents which have been furnished by the Disclosing Party to the Recipient will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

6. Patent or Copyright Infringement

Nothing in this Agreement is intended to grant any rights to the Recipient under any patent or copyright nor shall this Agreement grant the Recipient any rights in or to the Disclosing Party's Confidential Information which was given solely for the purpose of determining whether to enter into the proposed business relationship with the Disclosing Party.

7. Term

The foregoing commitments of the Recipient shall survive any termination of discussions between the parties and shall continue for a period of two (2) years thereafter.

8. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall constitute a waiver of any term hereof.

9. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia and shall be binding upon the parties hereto in Malaysia and worldwide. The courts of Malaysia shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this Agreement and the Recipient hereby submits to the jurisdiction of the courts of Malaysia for the purpose of any such actions and proceedings.

10. Remedies

The Recipient agrees that the obligations of the Recipient provided herein are necessary and reasonable in order to protect the Disclosing Party and its business and the Recipient expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of its covenants and agreement set forth herein. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient without the necessity of providing actual damages.

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

SIGNED by }
for and on behalf of }
the Access Provider }
in the presence of:- }

SIGNED by }
for and on behalf of }
the Access Seeker }
in the presence of:- }

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SCHEDULE C – SITE LICENSE LETTER OF OFFER

Site License Offer (SLO)

Ref	
Date	

SITE LICENSE OFFER

Site License Offer No. ()

This Site License Offer (“SLO”) is issued to pursuant to the Reference Access Offer or Access Agreement entered into between the Access Provider and the Access Seeker.

The terms and conditions of those agreements are incorporated herein.

1. Site Details

Access Provider’s ID :	Access Seeker’s ID :
Site Name :	Site Address :
Latitude :	Longitude :
Structure Type :	Structure Height :
Co-Lo / Single :	Current Site User Configuration :

2. Equipment proposed to be installed by the Access Seeker

Description	Unit	Installation Date				Remark
RF Panel Antenna (UBR)						
Tx Antenna 0.6 Ø (MW)						
Tx Antenna 1.2 Ø (MW)						
Remote Radio Unit (RRU)						
UPS Battery						
Cabinet Size						
Genset Capacity						

3. Equipment Shelter: Indoor / Outdoor

4. License Period:

5. Access Charges (Monthly):

Basic Charges (RM)	VO (RM)	Add. Dish (RM)	Add. RRU (RM)	Add Antenna (RM)	Total (RM)	Deposit (RM)	Access Charges Commencement Date	Access Charges Expiry Date	License Term & Extended License Term

6. Electricity

Deposit	:	
Monthly Fee	:	
Management Levy	:	

7. Variation Order

Capex (RM)	:		Commencement date	:	
VO1 (RM)	:		Commencement date	:	
VO2 (RM)	:		Commencement date	:	

8. **Required Handover/Commencement Date:**

9. **Terms of AA applicable in this SLO**

Notwithstanding the earlier termination or expiry of the Reference Access Offer or Access Agreement entered into between the Access Provider and the Access Seeker, the terms and conditions therein shall be incorporated and applicable in respect of this SLO and shall survive until the expiry or termination of this SLO.

IN WITNESS WHEREOF, the undersigned have through their duly authorized representatives signed this SLO on the day and year written below.

Access Seeker	Access Provider
<hr/> <i>(Name)</i> <i>(Position)</i> Date : _____	<hr/> <i>(Name)</i> <i>(Position)</i> Date : _____

*Company Stamp

*Company Stamp

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SCHEDULE D – ACCESS CHARGES

The Access Charges for Infrastructure Sharing (CO-LO)

- 1) The Access Charges for License Term of THREE (3) years only for Sites under Schedule E (“Basic Infrastructure”) are as follows (unless such Site has any Variation Orders) and in any case, will be reflected in its respective Site Licenses Offer:-

Monthly Rental per User

Tower Height	2 Users	3 Users	4 Users	5 Users	6 Users
18 M	RM3,800	-	-	-	-
24M / 30 M	RM4,500	RM2,900	-	-	-
46 M	RM6,800	RM4,680	RM3,200	RM2,800	-
60 M	RM8,980	RM5,080	RM4,204	RM3,600	RM3,300
76 M	RM9,550	RM5,480	RM4,420	RM3,800	RM3,200
92 M	RM13,175	RM6,980	RM5,600	RM4,980	RM4,500
106 M	RM16,325	RM8,780	RM6,980	RM6,310	RM5,500
122 M	RM18,425	RM9,980	RM7,980	RM7,210	RM6,480

and in the event the Access Seeker shall wish to procure a License Term for a duration longer than THREE (3) years, the Operators shall negotiate terms thereof in an Access Agreement.

- 2) If the Access Seeker wishes to gain access at Designated Infrastructure other than Basic Infrastructure for example rapoles, monopoles, lamp-poles and camouflage towers, the Access Charges shall be at the rate of the Existing Operators are currently paying for the Site notwithstanding the increase of the number of Users for the Site by the addition of the Access Seeker.
- 3) In any case, the Access Charges for a Site shall depend amongst others on the following:-
- a) the Capital Expenditure (CAPEX) incurred for the construction of the Designated Infrastructure and the Associated Tower Site and the other fixtures and fittings on the Site;
 - b) the monthly Operational Expenditure (OPEX) for the Site including the rental thereof;
 - c) the number of Users at the Site;
 - d) the numbers and types of Access Seekers equipment and the Equipment to be installed at the Site and/or on the Designated Infrastructure or Associated Tower Site;
 - e) reasonable interests for calculation purposes; and
 - f) any Variation Orders;

but in any event, the applicable Access Charges is Site specific and shall be reflected in the SLO for the Site.

- 4) If in the event the number of User per Site increases, the Access Charges payable by the Users may be revised downwards but there shall be no further reduction for the Access Charges if the Users for any Site exceed SIX (6). If the number of Users per Site reduces for any reasons whatsoever, the Access Charges will be revised upwards.

- 5) Any amendment to Access Charges shall be reflected by all Users for the Site amending the SLO or any such agreement they have with the Access Provider which may be called an Authorized Work Order or AWO or any agreement under any name, and shall be entitled to the amended Access Charges with effect from the date stated in the latest SLO.

- 6) The actual number of User per Site shall be based upon the available loading and space at the Designated Infrastructure thereat and all equipment and the Equipment to be installed by the Access Seeker at a Designated Infrastructure shall have been prior approved by the Access Provider upon a submission of a Technical Proposal for the same by the Access Seeker to the Access Provider.

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SCHEDULE E – BASIC INFRASTRUCTURE

Basic Infrastructure

The specifications for Basic Infrastructure being a type of Designated Infrastructure shall be as follows:

- (1) Self-supporting towers (Heavy Duty): Monopole, Lamp-pole, Rapole, Camouflage Monopole, VL
- (2) Lightning Protection System
- (3) Horizontal Cable gantry (from cabin cable outlet hole to the tower vertical cable gantry)
- (4) Cable ladder, from OD BTS Cabinet to the tower vertical cable gantry
- (5) Platform or Concrete Plinth for Cabin, Generator or Outdoor Base Transceiver Station (BTS)
- (6) Access road (crusher run with earth drain) up to 20 meters only
- (7) Civil Works and Drainage system
- (8) Anti-Climb GI Fencing system and entrance gate (Except 5G Towers)
- (9) Normal Structural foundation, based on normal Soil Investigation (SI) Report without piling (Pad-footing)
- (10) 3 phase AC power supply (subject to availability from SESCO) up to project cost of RM10,000 only based on current JKR rate or JKR VOP rate + 15% or a maximum number of TEN (10) SESCO poles, whichever is lower in value
- (11) Feeder pillar / underground with kWh meter panel
- (12) AC main distribution board systems (PDU) comes with Auto Reset System and Surge Protection Device (SPD)
- (13) Basic Grounding and Earthing System (all joints cad-welded and with necessary Equipment Grounding Busbar)
- (14) Aviation Light system (to use approved high intensity LED c/w dry contact output)
- (15) Plinth Space not exceeding 6.0 x 6.0 m

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