



Orient Telecoms Sdn Bhd
(Company No: 1262453-T)

REFERENCE ACCESS OFFER (RAO)
Rev 01 – 10 September 2024

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1. INTRODUCTION, BACKGROUND AND SCOPE

1.1 Preliminary

- 1.1.1. This Reference Access Offer is made by Orient Telecoms (M) Bhd (Company No: 1262453-T)), ("Orient Telecoms") a company incorporated under the laws of Malaysia and having its principal place of business at Suite 2B-G1, Ground Floor Plaza Sentral, KL Sentral, Jalan Stesen Sentral 5, 50470 Kuala Lumpur.
- 1.1.2. Orient Telecoms is licensed by the government of Malaysia as a network telco – providing network facilities and services mainly to multinational corporations (MNCs), banking sector, large businesses, service provider, ISPs as well as government institutions. Orient Telecoms has a Nationwide Optical Metro Ethernet Network – which runs Next Generation Carrier-Class Network over fibre- optic infrastructure.
- 1.1.3. Optical Metro Ethernet (Metro-E) is the latest development and advancement in network technology; it makes network operations simpler while enhancing capacity and flexibility resulting in very competitive network services Orient Telecoms network spans across Peninsular Malaysia – covering all major cities and towns. The available trunk capacity is currently 400Gbps – upgradeable to 1Tbps.
- 1.1.4. This Reference Access Offer is hereby referred to as Orient Telecoms' RAO.
- 1.1.5. Orient Telecoms' RAO is set out as follows:
- (a) Main Text which consists of 10 chapters;
 - (b) Annexures which consists of 1 part.
- 1.1.6. The service descriptions for each of the Facilities and/or Services are set out in Chapter 3.
- 1.1.7. The charges and charging principles for each of the Facilities and/or Services are set out in Chapter 10.
- 1.1.8. The technical and operational matters for all of the Facilities and/or Services are set out in Chapter 8.

1.2 MSA Determination Obligations

- 1.2.1. The MSA Determination deals with access to network facilities and network services included in the Access List Determination and sets out obligations that apply to Operators concerning various access issues which include:
- (a) Disclosure obligation (Section 5.3 of the MSA Determination);
 - (b) Negotiation obligations (Section 5.4 of the MSA Determination);

- (c) Content obligation (Section 5.5 to 5.19 of the MSA Determination); and
 - (d) Service Specific Obligations (Section 6 of the MSA Determination).
- 1.2.2. Disclosure Obligations:

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

- (a) Prepare and maintain a Reference Access Offer;
- (b) Make the Reference Access Offer available;
- (c) Follow prescribed procedures after acceptance of the Reference Access Offer; and
- (d) Follow prescribed procedures for any amendment of the Reference Access Offer.

1.3 The role of Standard Access Obligations

- 1.3.1. Pursuant to Sections 55 and 145 of the Act, the Commission may determine the list of network facilities and network services, which may be listed in the Access List Determination'. Pursuant to Section 149 of the Act, Orient Telecoms is required to comply with the standard access obligations in providing the network facilities and network services that are included in the Access List Determination.
- 1.3.2. The standard access obligations facilitate the provision of access to the network facilities and network services listed in the Access List Determination by Access Seekers so that Orient Telecoms can provide network facilities, network services, and other facilities and/or services which facilitate the provision of network services or applications services, including content applications services.
- 1.3.3. Section 149 of the Act specifies the terms and conditions upon which Orient Telecoms must comply with the standard access obligations. Section 149(2) provides that the access provided by Orient Telecoms shall be:
- (a) Of at least the same or more favorable technical standard and quality as the technical standard and quality on the Orient Telecoms' network facilities or network services; and
 - (b) On an equitable and non-discriminatory basis.
- 1.3.4. The paraphrasing of any statutory provisions in this Orient Telecoms' RAO does not amount to any party agreeing to waive any of their rights under the paraphrased provisions and those statutory provisions continue to apply in full.

1.4 Scope of Orient Telecoms' RAO

- 1.4.1. Orient Telecoms is a licensed individual network facilities and network services provider under the Act. Pursuant to these licenses, Orient Telecoms may offer network facilities and network services within the territory of Malaysia.
- 1.4.2. Pursuant to Section 5.3.3 of MSA Determination, Orient Telecoms is obliged to prepare and maintain a Reference Access Offer in relation to network facilities or network services on the Access List Determination which Orient Telecoms provides to itself or third parties.
- 1.4.3. Orient Telecoms' RAO:
 - (a) Contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
 - (b) Does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.4.4. Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to Orient Telecoms' RAO.
- 1.4.5. Orient Telecoms' RAO are consistent with:
 - (a) The standard access obligations stipulated under Section 5 of the MSA Determination and Section 149 of the Act; and
 - (b) The principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.
- 1.4.6. For the purposes of clarification, the terms and conditions of Orient Telecoms' RAO is applicable to the Facilities and/or Services and which is relevant to the provisioning of facilities and services within Orient Telecoms' licenses only. If the Access Seeker requests network facilities and/or network services outside Orient Telecoms' RAO, the terms and conditions for the provision of such network facilities and/or network services shall be negotiated and shall remain outside the scope of Orient Telecoms' RAO.
- 1.4.7. In addition, the Operators are free to consider Orient Telecoms' RAO when negotiating the terms and conditions for the supply of other network facilities or network services that are not listed in the Access List Determination.

1.5 Commencement and Duration of the Reference Access Offer

- 1.5.1. Orient Telecoms' RAO comes into force and takes effect immediately from the date referred to in Section 1.1 and continues until the earlier to occur of any of the following:
 - (a) A Review; or

- (b) The withdrawal of Orient Telecoms' RAO in accordance with the terms of Orient Telecoms' RAO.
- 1.5.2. Orient Telecoms' RAO has no effect on contractual arrangements for the supply of Facilities and Services by Orient Telecoms to an Access Seeker prior to the Commencement Date unless such contractual arrangement is subsequently renegotiated and agreed between the Operators.

1.6 Amendment to Orient Telecoms' RAO

- 1.6.1. Orient Telecoms shall, no less than twenty (20) Business Days of making any amendment to Orient Telecoms' RAO, provide a copy of the amendments, or an amended copy of Orient Telecoms' RAO to:
- (a) The Access Seeker who is being provided with access to Facilities and/or Services under the existing RAO; and
- (b) The Access Seeker who has requested access to facilities and/or services under the existing RAO within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with the Access Request.

1.7 Notice of Withdrawal, Replacement and Variation of Orient Telecoms' RAO

- 1.7.1. If subject to Section 56 of the Act, the Commission revokes, varies or replaces the Access List Determination relating to the Facilities or Services, Orient Telecoms may, by giving written notice to all Access Seekers to whom it is supplying Facilities or Services under Orient Telecoms' RAO, withdraw or replace Orient Telecoms' RAO with effect from a date no earlier than the effective date of the Commission's revocation.
- 1.7.2. Orient Telecoms shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it withdraws or varies Orient Telecoms' RAO pursuant to Section 1.7.1. of this RAO
- 1.7.3. In addition to Section 1.6.2 above, Orient Telecoms may give the Access Seekers to whom it is supplying Facilities and Services under Orient Telecoms' RAO a notice of a variation or replacement of Orient Telecoms' RAO to effect such variations that are necessary or appropriate in the event of:
- (a) The occurrence of a Legislative Event that materially affects the rights or obligations of Orient Telecoms under Orient Telecoms' RAO; or
- (b) The occurrence of a Regulatory Event that relates to Orient Telecoms; or
- (c) A review by the Commission of the MSA Determination pursuant to

Section 6.5 of the MSA Determination and which shall include a review by the Commission on the Mandatory Standard Access Pricing.

- 1.7.4. Notwithstanding Sections 1.6.1, 1.6.2 and 1.6.3 above, Orient Telecoms may subject to Section 1.6.2 above, replace Orient Telecoms' RAO at any time.

1.8 Availability

Orient Telecoms' RAO shall be made available to an Access Seeker:

- (a) on written request, at Orient Telecoms' principal place of business at the address stated in paragraph 1.8 below; and
- (b) on a publicly assessable website www.orient-telecoms.com.my
- (c) on the Mandatory Standard Access Pricing.

1.9 Notices

Any notices or communications in respect of Orient Telecoms' RAO should be made in writing to:

Head,
Regulatory and Government Liaison
ORIENT TELECOMS SDN BHD
Suite 2B-G-1, Ground Floor
Plaza Sentral, Jalan Setesen Sentral 5 50470 Kuala Lumpur
Tel: 03 77860448

2. DEFINITIONS AND INTERPRETATION

2.1 Definition

The following words have these meanings in this Orient Telecoms' RAO unless the contrary intention appears:

"Act"	means the Communications and Multimedia Act, 1998.
"Access Agreement"	means an agreement: entered into between Orient Telecoms and the Access Seeker pursuant to this RAO; or which is commercially negotiated between the Operators, whereby Orient Telecoms provides requested Facilities and/or Services to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.
"Access List Determination"	means the Commission Determination on Access List, Determination No.1 of 2005 and as amended by the Variation to Commission Determination on Access List (Determination No.1 of 2005), Determination No. 1 of 2009 and Access List, Determination No.2 of 2015.
"Access Request"	means a request made by the Access Seeker to Orient Telecoms for access to Facilities or Services and containing the information in Section 5.1.1.
"Access Seeker"	means an Operator who: is a network facilities provider, network services provider, application service provider or content application service provider and who is a licensee as defined in the Act; and makes a written request for access to Facilities or Services.
"Access Service"	means a service for the carriage of agreed Communications along Orient Telecoms' Facilities and Services between the POIs/POPs.
"Bank Guarantee"	means a guarantee in a form acceptable to Orient Telecoms, executed in favour of Orient Telecoms by a licensed bank in Malaysia approved by Orient Telecoms pursuant to Section 5.3 on behalf of the Access Seeker.

“Billing Dispute”	means the dispute of an invoice prepared by an Operator to the Other Operator which is made in good faith.
“Billing Period”	means one (1) calendar month period over which the supply of access to Facilities and/or Services is measured for the purposes of billing, unless otherwise agreed between the Operators.
“Business Day”	means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday, Sunday or a public holiday.
“Charges”	means the sums payable by the Access Seeker to Orient Telecoms for accessing and/or being provided the provision Facilities and/or Services.
“Commencement Date”	means the date on which the Operators enter into the Access Agreement or such other date as agreed between the Operators.
“Commission”	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.
“Communication”	means any communication, whether between persons and persons, things and things, or persons and things in the form of sound, data, text, visual images, signals, or any other form or any combination of those forms and, where the context permits, includes an attempt to establish a communication.
“Communications Service”	means the network facilities, network services, application services and/or content application services provided by the Operator, as the case may be, pursuant to its License(s).
“Confidentiality Agreement”	means a Confidentiality Agreement entered into between Orient Telecoms and the Access Seeker in accordance with Section 5.3.8 of the MSA Determination which template is provided herein in Annexure I.
“Creditworthiness Information”	means the information required by Orient Telecoms to assess the creditworthiness of the Access Seeker which are more particularly described in Section 5.2 of Orient Telecoms’ RAO and such other information as may be required from time to time.
“Customer”	means in relation to an Operator, a person having a contractual relationship with the

	Operator for the provision of Communications Services.
“Determination”	means any lawful determination made by the Commission and/or the Minister, pursuant to Chapter 2 of Part V of the Act.
“Direction”	means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act.
“Equipment”	means any equipment (whether hardware or software), or device which is part of or within the Network.
“Facilities”	means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications services which are listed in the Access List Determination and offered in Orient Telecoms’ RAO.
“Facilities Access in relation to the Facilities”	means a service for the provision of access to network facilities and/or premises.
“Orient Telecoms”	means Orient Telecoms Sdn Bhd is the Access Provider unless otherwise stated.
“Instrument”	means any lawful instrument which is issued by the Commission pursuant to the Act;
“Insurance Information”	means the insurance information required by Orient Telecoms pursuant to Section 5.4.
“Interconnect Link”	means a physical link connecting the Networks of two Operators.
“Interconnection”	means interconnection of the Operators’ Networks: for the purposes of Orient Telecoms providing Access Services to the Access Seeker in relation to a Communication via a POI/POP and using agreed interfaces and signaling systems.
“Invoice”	means the invoice for amounts due in respect of the supply of requested Facilities or Services during a Billing Period
“Legislative Event”	means: the enactment, amendment, replacement or repeal of the Act; the enactment, amendment, replacement or repeal of the rules promulgated pursuant to Sections 104 and 105 of the Act in respect of mandatory standards; the registration, determination, promulgation,

issue, amendment or replacement of any industry code with which Orient Telecoms is required or obliged to comply;

the making of a determination, direction or finding by the Commission, the Minister or a court of law that all or any part of Orient Telecoms' RAO contravenes any provision of any law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event.

"License"	means an individual license granted by the Minister pursuant to the Act for Communication Services.
"Manuals"	means the Technical and Implementation Manual, the Operations and Maintenance Manual and other manuals which the Operators establish pursuant to the Access Agreement.
"Minimum Value for the purposes of calculating the Security Sum"	means the total estimated value of access to the requested Facilities and Services provided (based on the most recent amounts invoiced for those requested Facilities and Services) or new facilities and/or services to be provided by Orient Telecoms to the Access Seeker for a ninety (90) day period.
"Minister"	means the Minister of Communications and Multimedia or, if different, the Minister administering the Act.
"MyIX"	means the Malaysia Internet Exchange.
"Network"	means network facilities and/or network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying Communications by means of guided or unguided electromagnetic energy or both and in relation to an Operator, means so much of the network as is owned or operated by the Operator.
"Network Conditioning"	means the conditioning, equipping and installation of facilities at Orient Telecoms' Network to enable the provision of one or more Access Services.
"Operators"	means Orient Telecoms and the Access Seeker collectively. "Other Operator" means either: Orient Telecoms; or the Access Seeker, as the context requires
"Point of	means any technically feasible point which

“Interconnection” or “POI”	demarcates the Network of Orient Telecoms and the Network of the Access Seeker (collectively referred to as the “interconnecting networks”) and is a point at which a Communication is transferred between the interconnecting networks.
“Point of Presence” or “POP”	means a point at which an Access Seeker has established itself for the purposes of obtaining access to Facilities or Services and is the point at which Communication is transferred between the Operators.
“Ready For Service”	means that the applicable Facility or Service is ready for use, in accordance with the Access Agreement.
“Ready For Service Date”	means in respect of each Facility of Service the date on which the Facility or Service is Ready For Service or, if earlier, the date on which Access Seeker first makes use of such Facility or Service.
“Regulatory Event”	means: the declaration, modification, variation or revocation of the MSA Determination; the giving of a lawful direction to Orient Telecoms by the Commission relating to Orient Telecoms’ RAO; and/or the giving of a lawful direction to Orient Telecoms by the Minister relating to Orient Telecoms’ RAO.
“Review”	means a review of the MSA Determination and/or a review of the Mandatory Standard on Access Pricing.
“RM”	means Ringgit Malaysia which shall be the monetary currency used in Orient Telecoms’ RAO unless otherwise provided.
“Security Sum”	means the security: in the form of a Bank Guarantee, deposited with Orient Telecoms in accordance with Section 5.3 for the supply of Facilities or Services; and which amount is equivalent to the Minimum Value.
“Services”	means network services and/or other services which facilitate the provision of network services or applications services, including content applications services which are listed in the Access List Determination and offered in Orient Telecoms’ RAO.
“Service Ordering	means the procedures governing the

Procedures”	forecasting, planning and ordering of relevant Access Services as set out Chapter 5.
“Standard Access Obligations” or “SAO”	has the meaning prescribed in Section 149 of the Act.
“Technical Specifications”	means any technical parameters, specifications and procedures applicable to Interconnection of the Operators’ Network and provision of Access Services documented in this RAO or any manuals referred to in the Access Agreement.

2.2 Interpretation

- (a) In Orient Telecoms’ RAO except where the contrary intention appears:
- (b) the singular includes the plural and vice versa; and
- (c) a document includes all amendments or supplements to that document, or replacements or novation of it; and
- (d) a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re- enacting or replacing of any of them from time to time relating thereto or in connection therewith; and
- (e) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- (f) a reference to a person includes the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- (g) 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
- (h) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016; and
- (i) a reference to a third party is a reference to a person who is not a party to Orient Telecoms’ RAO; and
- (j) in relation to an Access Service for the carriage of a communication

it refers to the carriage of a communication between the POIs/POPs along Orient Telecoms' Network but does not include any Communication for which the Access Service is provided with the assistance a third party's Facilities or Services; and

- (k) no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Operator having control and/or responsibility for the preparation of Orient Telecoms' RAO; and
- (l) headings are included for convenience and do not affect the interpretation of Orient Telecoms' RAO.

3. LIST AND DESCRIPTION OF FACILITIES AND/OR SERVICES

Section A: List of Facilities/Services

3.1 General

This chapter lists down the Facilities and/or Services which may be provided by Orient Telecoms to the Access Seeker.

3.2 Facilities/Services

The followings are the Facilities/Services which may be provided by Orient Telecoms:

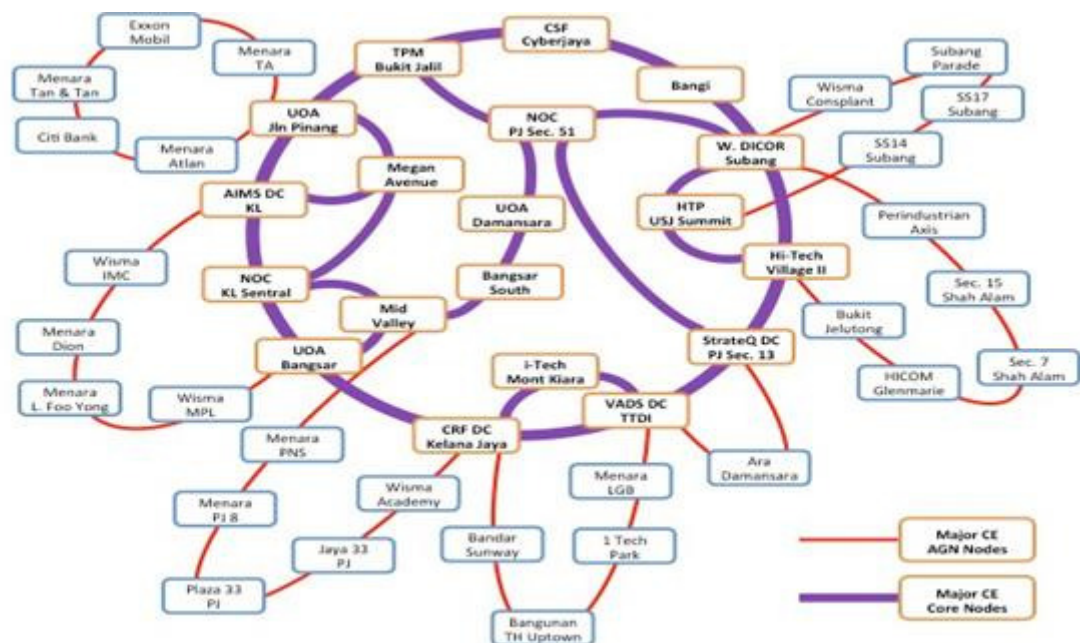
Item	Facilities/ Services	Capacities/ Size
1.	Leased Line Metro-e Services	1 Mbps – 10Gbps

Section B – Facilities/Service Description

- 3.2.1. Orient Telecoms specializes in providing Metro-Ethernet solutions to its customers in Malaysia. Orient Telecoms’ services are based on latest technology, Carrier Ethernet (CE) as defined by Metro Ethernet Forum (MEF). Orient Telecoms DWDM Optical network Infrastructure enables it to offer more extensive network services to its clients including legacy Network services.
- 3.2.2. Orient Telecoms has its core Layer-2 ultra-high speed and low latency Network in Klang valley which is designed using the latest Carrier Ethernet over DWDM Technology with 80Gbps DWDM backbone capacity and is upgradable to 320Gbps as demand increases, to cater for bandwidth demand in the future. Among all other, the following are the major features of the Carrier Ethernet Aggregation and Access Network:
 - (a) Lowest latencies between any two points in Klang Valley (Less than 2ms)
 - (b) Multiple protection fibre links to avoid service disruption
 - (c) 80Gbps Backbone capacity which is upgradable to 320Gbps
 - (d) Less than 50milliseconds traffic switchover in case of primary path break
 - (e) Using the latest ERPS (G.8032) technology for rapid auto switching
 - (f) Full support for LTE/4G backhaul

- (g) All the products are Fully certified with Metro Ethernet Forum (MEF)
- (h) Automatic Provisioning of services to enable ultra fast service delivery for customers
- (i) Super Secure and reliable communication transport
- (j) Full service performance visibility for the customers

3.2.3. Following diagram describes Orient TELECOMS’s Klang Valley Carrier-Ethernet Core/Aggregation Network with its Major Point of presence (PoP) covering KL City Centre, KL Sentral, Bangsar, PJ, Damansara, Shah Alam etc. Orient Telecoms KLV Network has more than 200 PoPs and 1000+ commercial and residential buildings reachability.



3.2.4. Orient Telecoms’ Nationwide (Peninsular Malaysia) Network is designed with full redundancy and path protection to ensure high availability of services to its customers. This network is unique in its layout of having security and safety. The National Backbone is protected by our partners’ Terrestrial Network Infrastructure.

3.2.5. The Network is further enhanced with the Technology used in building this Network. Some of the major features are:

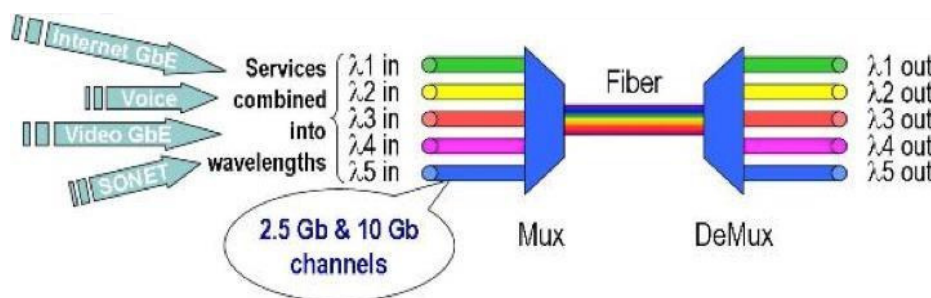
- (a) DWDM backbone with Optical Protection Switching
- (b) Day-1, 300Gbps upgradable to 1.6Tbps to cater domestic and International Bandwidth demand
- (c) Using latest 80Gbps per wavelength Technology
- (d) Multi-protocol and Multi-service platform to support:

- 10G/100 Ethernet
- SDH/SONET Services of all type
- OTU2/OTU4/OTN
- Alien Wavelength

(e) End to end service monitoring and fault detection

(f) Remote troubleshooting and fault restoration

(g) Environment "Green" Technology



4. PRINCIPLES OF ACCESS

4.1 Application of Orient Telecoms' RAO

Orient Telecoms' RAO sets out the terms and conditions upon which Access Seekers may access Orient Telecoms' Facilities and/or Services.

Orient Telecoms' RAO applies only to the Facilities and/or Services.

4.2 Eligibility for Access of Services

4.2.1. Orient Telecoms shall at its discretion and in a manner consistent with the License(s) granted (and the license rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide to Access Seeker with access to the Facilities and/or Service(s)

4.2.2. Consistent with Government policy and Determination by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities and/or Services where the Access Seeker has been granted:-

(a) an individual network facilities provider license and/or;

(b) an individual network services provider license and/or;

(c) an individual content applications services provider license,

and such individual licenses are not limited or restricted from those detailed in the Communications and Multimedia (Licensing) Regulations 2000, as amended in any way:

(a) by reference to the type of network facilities, network services and/or content applications services that can be provided; and

(b) by geographical limitations to only specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or content applications services.

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

4.2.4. Consistent with Government policy and Determination by the Commissions (and its predecessor), where Orient Telecoms provides the Access Seeker with access to the Facilities and/or Services pursuant to Section 4.2.1, the charges for the requested Facilities or Services shall be negotiated between the Operators subject to any mandatory standard on access pricing determined by the Commission.

4.3 Standard Access Obligations

4.3.1. Access Terms and Conditions

Subject to Sections 4.2 and 4.3, Orient Telecoms shall if requested to do so by the Access Seeker, supply a Facility and/or Service to the Access Seeker on reasonable terms and conditions.

4.3.2. Principles of non-discrimination

In supplying a Facility and/or Service, Orient Telecoms shall treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of a Service(s).

The access provided by Orient Telecoms to the Access Seeker shall be consistent with:

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

4.3.3. Customer Principles

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

4.4 Negotiation Principles

4.4.1. Good faith and Dispute Resolution

Each party shall co-operate, in good faith and commercially reasonable manner, in negotiating and implementing the terms of the Access Agreement, acting promptly, honestly and not perversely, capriciously or irrationally and use all reasonable endeavours to resolve any disputes arising from or in connection with Orient Telecoms' RAO.

If any dispute or difference of any kind shall arise between the parties in connection with or arising out of Orient Telecoms' RAO, the Dispute Resolution Procedure in Annexure A of the MSA Determination shall be adhered to.

4.4.2. Confidentiality

An Operator must protect from disclosure any confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during the term of Orient Telecoms' RAO in accordance with the Confidentiality Agreement signed between the parties.

5. ACCESS REQUEST PROCEDURES

5.1 Application for Access to Services

Where an Access Seeker makes a request to Orient Telecoms to supply Facilities and/or Services, the Access Seeker shall serve an Access Request on Orient Telecoms setting out the information listed in below:

- (a) the name and contact details of the Access Seeker;
- (b) the Facilities and/or Services in respect of which access is sought;
- (c) whether the Access Seeker wishes to accept Orient Telecoms' RAO, to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms;
- (d) the information (if any) set out in Section 5.3.7 of the MSA Determination that the Access Seeker reasonably requires Orient Telecoms to provide for the purposes of the access negotiations;
- (e) contain two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by Orient Telecoms as in Annexure 1;
- (f) preliminary information regarding the scale and scope of Facilities and/or Service;
- (g) relevant information relating to the Access Seeker' Network and functionality of its Services, to the extent that Access Seeker is aware that such information may affect Orient Telecoms Network;
- (h) creditworthiness information in accordance with Orient Telecoms requirement as set out in subsection 5.2;
- (i) security in accordance with Orient Telecoms security requirement as set out in subsection 5.3;
- (j) insurance information in accordance with Orient Telecoms insurance requirement as set out in subsection 5.4;
- (k) relevant technical information relating to the interface standards of the Equipment of the Access Seeker; and
- (l) such other information as Orient Telecoms may reasonably request.

5.1.1. The purpose of such Access Request is to provide Orient Telecoms with sufficient information to assess the Access Seeker's request for the supply of Facilities or Services under Orient Telecoms' RAO.

5.2 Creditworthiness Information

- (a) The Creditworthiness Information that is required to accompany an Access Request includes but shall not be limited to:
- (b) a letter, signed by the executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
- (c) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
- (d) such other information as may be reasonably requested by Orient Telecoms provided that such information are information which are publicly available.

5.3 Security Sum

- 5.3.1. An Access Request shall be accompanied by a Security Sum. The security that may be given by the Access Seeker shall be in the form of a Bank Guarantee.
- 5.3.2. Orient Telecoms is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to Orient Telecoms' RAO until the Access Seeker has amongst other things, provided (at the Access Seeker's costs) to Orient Telecoms such Security Sum on terms and conditions reasonably acceptable to Orient Telecoms.

5.4 Insurance Information

- 5.4.1. Subject to Section 5.4.2, An Access Request shall be accompanied by the following insurances:
 - (a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees or in connection with the work covered by the Access Agreement that may be entered and/or their dependents; and
 - (b) Comprehensive general Liability Insurance of an amount which is not in excess of Ringgit Malaysia: Twenty Million (RM20,000,000) for any one claim or series of claims arising out of an accident for occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability.
- 5.4.2. For the purpose of clarification, the insurance provided by the Access Seeker pursuant to Section 5.4.1 shall commensurate with the

reasonable sum, which is to be agreed by Orient Telecoms.

5.5 Processing of Access Request

5.5.1. Acknowledgement of Receipt of Access Request

Orient Telecoms shall within ten (10) Business Day of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

- (a) Subject to Section 5.4.16 of the MSA, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) Indicate whether it is willing to provide access to Facilities and/or Services in accordance with Orient Telecoms' RAO.

subject to the additional information being received by Orient Telecoms within twenty (20) Business days from the date of request, Orient Telecoms shall reconsider the Access Request upon receipt of such additional information.

5.5.2. Non-refundable resource

5.5.2.1. In accordance with Section 5.7.28 of the MSA Determination Orient Telecoms may charge an Access Seeker a one-off non-refundable resources charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by Orient Telecoms for the allocation of manpower and other resources to enable the Access Provider to test and fulfill an Order for new Facilities and/or Services.

5.5.2.2. The one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request as Orient Telecoms is required to allocate manpower and resources for the same. Such non-refundable processing fee is only applicable to the requested Facilities and/or Services that can be offered and made available by Orient Telecoms. The non-refundable processing fees for the respective Facilities and Services will be mutually agreed by the Operators from time to time. Notwithstanding the foregoing, in the event that additional and non-routine administrative work is required to process the Access Request where there is sufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, Orient Telecoms shall be entitled to charge additional and non-routine processing fee for undertaking such additional and non-routine work as additional resources are required to do the same.

5.5.2.3. If the Access Seeker does not proceed with the Access Request accepted by Orient Telecoms, the processing fees will not be refunded to the Access Seeker. However, if the Access Seeker proceeds with the

Access Request accepted by Orient Telecoms. The processing fee will be set-off against the Charges for the requested Facilities and Services upon acceptance of the Access Request by Orient Telecoms.

5.6 Assessment of Access Request

5.6.1. Grounds for Refusal

Except where expressly permitted otherwise under the Act, Orient Telecoms may refuse to accept an Access Request for the supply of Facilities and/or Services and accordingly may refuse to supply that Access Service (s) to the Access Seeker for any of the following reasons:

- (a) in Orient Telecoms' reasonable opinion, the Access Seeker's Access
- (b) Request was not made in good faith and Orient Telecoms shall set out the basis on which the Access Request was not made in good faith;
- (c) in Orient Telecoms' reasonable opinion, the Access Request does not contain the information reasonably required by Orient Telecoms' RAO provided that Orient Telecoms has sought the information from the
- (d) Access Seeker under Section 5.5.1 of Orient Telecoms' RAO and has not received that information within twenty (20) Business Days of making such a request;
- (e) Orient Telecoms does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third parties, except where the Access Seeker compensates Orient Telecoms for the supply of access to such Facilities and/or Services;
- (f) It is not technically feasible to provide access to the requested Facilities or Services;
- (g) Orient Telecoms has insufficient capacity or space to provide the requested Facilities or Services;
- (h) there are reasonable grounds in Orient Telecoms' opinion to believe that the Access Seeker would fail, to make timely payment for the supply of the relevant Facility or Services
- (i) there are reasonable grounds in Orient Telecoms' opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities or Services; or
- (j) there are reasonable grounds for Orient Telecoms to refuse access in the national interest; or
- (k) the access is being sought to facilities and/or services which are

not in the Access List Determination.

5.6.2. Determination of technical infeasibility

For the purpose of determining technical infeasibility in Section 5.6.1(d), the Operators shall comply with Section 5.4.17 of the MSA Determination.

5.6.3. Determination of capacity constraints

For the purpose of determining capacity constraints in Section 5.6.1 (e), the Operators shall comply with Section 5.4.18 of the MSA Determination.

5.6.4. Assessment of the Access Seeker's ability to pay for supply of relevant Facilities or Services

Example of reasonable grounds for Orient Telecoms' belief as mentioned in Section 5.6.1 (f) includes evidence that the Access Seeker is not in the reasonable opinion of Orient Telecoms creditworthy.

5.6.5. Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities or Services

Example of reasonable grounds for Orient Telecoms' belief as mentioned in Section 5.6.1 (g) include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Network Facilities or Network Services have been provided (whether or not by Orient Telecoms).

5.6.6. Assessment of Creditworthiness

5.6.6.1. In determining the creditworthiness of the Access Seeker, Orient Telecoms may have regard to, but is not limited to the matters referred to in Section 5.2.

5.6.6.2. In determining the creditworthiness of the Access Seeker, Orient Telecoms shall not take into account amounts outstanding for Facilities or Services previously provided by Orient Telecoms to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amounts to Orient Telecoms to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to Orient Telecoms and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

5.7 Notification of Rejection to the Access Seeker

5.7.1. Where Orient Telecoms rejects the Access Request, Orient Telecoms shall:

(a) promptly notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional

information requested pursuant to Section 5.5.1 as the case may be;

- (b) provide grounds for rejection under Section 5.6.1 above to the Access Seeker;
 - (c) provide basis for Orient Telecoms' rejection of the Access Request; and
 - (d) indicate a date and time, not later seven (7) Business Days from the date of the Orient Telecoms' response, at which representatives of Orient Telecoms authorized to review the Orient Telecoms' assessment of the Access Request will be available to meet with representatives of the Access Seeker to discuss the refusal of the Access Request. At this meeting, the Access Seeker may request Orient Telecoms to substantiate its reasons for refusal (and Orient Telecoms shall do so), and if access has been refused on the basis of the grounds in Section 5.6.1(e), Orient Telecoms must identify when additional capacity is likely to be available.
- 5.7.2. Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 5.7.1(d), either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

5.8 Acceptance of Access Request

- 5.8.1. Where Orient Telecoms agrees to provide access to Facilities or Services to the Access Seeker, Orient Telecoms shall within ten (10) Business Days of such response under Section 5.5.1(b), provide the Access Seeker with two copies of the executed Access Agreement, for execution by the Access Seeker.
- 5.8.2. Where the Access Seeker wish to negotiate an Access Agreement, the Operators shall comply with the requirements in Sections 5.4.2, 5.4.3, and 5.4.4 of the MSA Determination in negotiating and concluding an Access Agreement.
- 5.8.3. Orient Telecoms will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facilities or Services until:
- (a) a Security Sum has been provided in accordance with Sections 5.1 and 5.3; and
 - (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

5.9 Negotiations on Access Request

- 5.9.1. Pursuant to Section 5.8.2, where the Access Seeker wish to negotiate

an Access Agreement, Orient Telecoms shall set out in its response to the Access Seeker:

- (a) a place, date and time not later than fifteen (15) Business Days from the date of Orient Telecoms' response, when Orient Telecoms' representative that is authorized to negotiate will be available for the initial meeting with the representatives of the Access Seeker.
- (b) One copy of the executed Confidentiality Agreement (in accordance with Section 5.1.1 (h)) that has also been properly executed by the Operators.

6. FORECAST, ORDERING AND PROVISIONING OBLIGATIONS

6.1 Forecast Obligations

6.1.1. General

The Access Seeker shall provide Forecasts in good faith over a certain period of supply of Facilities and/or Services it seeks to access in relation to the following:-

- (a) Capacity requirement;
- (b) Period of requirement; and
- (c) Network and/or operational area

6.1.2. Confirmation of Forecast

If Orient Telecoms, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframe), Orient Telecoms may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this RAO and Section 6.2 will apply.

6.1.3. Alternative Procedure

Notwithstanding Section 6.1.1, Orient Telecoms and an Access Seeker may agree to alternative Forecasting and Ordering procedure whereupon Orient Telecoms and the Access Seeker will be bound by the terms of that alternative procedure and not this Section 6.1.

6.1.4. Non-Binding

Subject to Section 6.1.2, Orient Telecoms shall not require an Access Seeker:

- (a) to provide Forecasts that are legally binding on the Access Seeker, subject to Section 6.1.14; or
- (b) to provide information in its Forecast that identifies or would allow identification of Customers.

6.1.5. Forecast Request

Orient Telecoms may request an Access Seeker to provide, with a sufficient level of detail to enable Orient Telecoms to carry out network planning and provisioning, the following information (forecast information):

- (a) the Facilities and/or Services in respect of which Forecast are

required;

- (b) The total period of time covered by each Forecast which period:
 - (i) shall be determined having regard to Orient Telecoms own planning and provisioning cycles and the forecasting requirements which apply to the Access Seeker' own business units in using the relevant Facilities and/or Services; and
 - (ii) shall be shorter of the period set out in the relevant Service Specific Obligations and the period of forecasting which Orient Telecoms' provides to itself for network planning and provisioning purposes.
- (c) The intervals or units of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the intervals of time in which Orient Telecoms provides forecasting to itself;
- (d) The Network area or operational area to which Forecast shall relate which area shall correspond to that which Orient Telecoms uses for its own network planning and provisioning;
- (e) the frequency with which a Forecast shall be updated or further Forecast made, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the length of the time after which Orient Telecoms provides itself with the updated or further Forecasts; and
- (f) Such other information that Orient Telecoms reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker (which shall not include any information that Orient Telecoms does not provide to itself in connection with forecasting for its own facilities and/or services)

6.1.6. Forecast Provision

Orient Telecoms may only require an Access Seeker to provide Forecast in accordance with a Forecast Request:

- (a) no sooner than four (4) weeks after receipt of a Forecast Request; and
- (b) until such time as Orient Telecoms notifies the Access Seeker in writing that it withdraws the relevant Forecast Request.

6.1.7. Use of Forecast Information

Forecast Information provided by the Access Seeker shall be treated by Orient Telecoms as Confidential Information of the Access Seeker and shall only be used by Orient Telecoms whose role is within either:

- (a) Orient Telecoms' wholesale or interconnection group; or

- (b) that part of the network engineering group of the Orient Telecoms responsible for interconnection

for the purposes of responding to and planning for the Forecast. Orient Telecoms must maintain records that indicate which persons are provided with access to Forecasts information.

6.1.8. Distribution of Forecast Information

Orient Telecoms may only distribute Forecast Information of an Access Seeker outside the people necessary for the purpose referred to in Section 6.1.7 if:

- (a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and Orient Telecoms own requirements (so as to protect the confidentiality of the Forecast Information); and
- (b) the Forecast Information or its use does not otherwise identify the Access Seeker in any manner.

6.1.9. Time for acceptance

Orient Telecoms shall notify the Access Seeker: -

- (a) Within five (5) Business Days of receiving a Forecast whether or not Orient Telecoms considers the Forecast to be in compliance with Forecast Request if Orient Telecoms considers that the Forecast does not comply with a Forecast Request to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and Orient Telecoms will not require such information to be provided sooner than four (4) weeks after such notice; or
- (b) If Orient Telecoms considers that the Forecast does comply with the Forecast Request, to specify in that notice that Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in paragraphs 6.1.10 (a) to 6.1.10 (d).

6.1.10. Reasons for Rejection

Orient Telecoms may only reject a Forecast following provision acceptance where Orient Telecoms reasonably believes that the Forecast is inaccurate or having regards to:

- (a) total current usage of the Facilities and/or Services by Orient Telecoms and all Access Seeker;
- (b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services
- (c) the current rate of growth of total usage of the Facilities and/or

Services by Orient Telecoms and All Access Seekers; and

- (d) subject to subsections 6.2.31 and 6.2.32, the amount of capacity in the Facilities and/or Services that Orient Telecoms currently has available and can reasonably provision for the Access Seeker over the Forecast period, which shall be at least equivalent than that which Orient Telecoms can reasonably provision for itself.

6.1.11. Time for Rejection

Orient Telecoms shall give notice of any rejection of a Forecast to the Access Seeker:

- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (b) Such Rejection Notice (if any) must specify;
 - (i) the grounds on which the Orient Telecoms rejects the Forecast in accordance with subsection 6.1.10 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 Forecast; and
 - (ii) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between Orient Telecoms and Access seeker if the offer is accepted by the Access Seeker.

6.1.12. Reconsideration by Access Seeker

Orient Telecoms shall allow an Access Seeker to reconsider its Forecasts following a Rejection Notice and allow the Access Seeker within twenty-one (21) Business Days of receipt of a Rejection Notice, either:

- (a) to confirm its rejected Forecast and explain why the Access Seeker considers that Orient Telecoms is obliged to accept the Forecast RAO; or
- (b) to submit a new Forecast which the Access Seeker regards as meeting the Orient Telecoms concerns.

6.1.13. Reconsideration by Orient Telecoms

Orient Telecoms shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 6.1.9, subsection 6.1.10, subsection 6.1.11 and subsection 6.1.12 shall re-apply.

6.1.14. Recovery for Over-Forecasting

Orient Telecoms shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if

the Forecast is not met by Access Seeker unless:

- (a) such costs and expenses were reasonably and necessarily incurred by Orient Telecoms.
- (b) Orient Telecoms reasonably seeks to mitigate its loss (including through its own usage) provided Orient Telecoms shall not be required to do so for any greater period than the relevant Forecast period; and
- (c) Orient Telecoms only recovers from the Access Seeker, seventy-five per cent (75%) of such costs and expenses which could not be mitigated under paragraph 6.1.14(b) above.

6.1.15. Meeting Forecast

Subject to subsection 6.1.9 to 6.1.11, Orient Telecoms shall carry out network planning in order to enable Forecast to be met. If an Access Seeker has confirmed a Forecast under subsection 6.1.2, it will be binding on the Access Seeker.

6.2 Ordering And Provisioning Obligations

6.2.1. Contact Point or Mechanism

Orient Telecoms shall designate and notify an Access Seeker of one or more of the following:

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

6.2.2. Order Content

Prior to access being provided, Orient Telecoms may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. Orient Telecoms may request an Access Seeker to fill up a Service Order Form (Annexure 2). The following information shall be provided at a level of detail (sufficient for planning provisioning) for access to Facilities and Services:

- (a) the Facilities or Services or both to which access is requested;

- (b) a requested date and time for deliver;
- (c) the location of the points of delivery;
- (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect Orient Telecoms’
- (e) Network; and
- (f) Such other information that Orient Telecoms reasonably requires in order for it to provision of access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:
 - (i) Orient Telecoms does not require from itself for similar provisioning;
 - (ii) identifies or which enables the identification of, a Customer or services of the Access Seeker; or
 - (iii) is non-permitted information.

6.2.3. Use of Ordering Information

Ordering Information provided by the Access Seeker shall be treated by Orient Telecoms as the Confidential Information of the Access Seeker and shall only be used by those persons for the purpose of responding to and provisioning for the Order.

6.2.4. Treatment of Order and Service Qualifications

Orient Telecoms shall establish a single queue for all Orders and Service Qualifications for a given of Facility and/or Service, whether those Orders and Service qualifications are required for itself or any Access Seekers;

6.2.4.1. give the equivalent priority to the handling of all Orders and Service Qualifications in each queue;

6.2.4.2. otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under subsection 6.2.29.

6.2.5. Acknowledgement of Receipt

Orient Telecoms shall acknowledge receipt of the Order for Facilities and/or Services, in writing (or any other material or electronic form agreed by the parties) within the period specified in the Service Specific Obligations.

6.2.6. Notice of Receipt

Orient Telecoms shall include in its Notice of Receipt the following information:

- (a) the time and date of receipt;
- (b) a list of any additional information reasonably required by Orient Telecoms from the Access Seeker to provision the Order;
- (c) if the relevant Facilities and/or Services available to Orient Telecoms are below the capacity required to provide the relevant Facilities and/or Service to the Access Seeker, Orient Telecoms shall inform the Access Seeker of the available capacity and timeframe for fulfillment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted;
- (d) whether Orient Telecoms needs to perform post-Order Service Qualification because information is not readily available to Orient Telecoms, for example in its Operational Support Systems together with the reasons for needing to undertake the Service Qualification; and
- (e) the position of the Order in Orient Telecoms' queue.

6.2.7. Further Information

Orient Telecoms shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 6.2.6 (b) to provide Orient Telecoms with such information.

6.2.8. Service Qualifications

Orient Telecoms shall make Service Qualifications available to the Access Seekers prior to placing Order if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by Orient Telecoms for itself.

Orient Telecoms shall only require post-Order Service Qualifications to be requested if:

- (a) no pre-Order Services Qualification has been completed;
- (b) Orient Telecoms reasonably requires information from post-Order Service Qualifications which are not readily available;
- (c) Orient Telecoms notifies the Access Seeker that the post-Order Service Qualifications are necessary at the time of providing Orient Telecoms' Notice of Receipt under 6.2.6, or, if further information has been requested under subsection 6.2.7 within two (2) Business Days upon the expiry of the period specified in subsection 6.2.7. For clarification, an Access Seeker may also seek the consent of Orient Telecoms to perform a Service Qualification on its own, and such consent shall not be unreasonably withheld.

6.2.9. Commencement and Completion of Service Qualification

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

- (a) fifteen (15) Business Days after the date of the Notice of Receipt; and
- (b) the time within which Orient Telecoms performs and notifies the result of an equivalent Service Qualification undertaken itself.

6.2.10. Withdrawal of Order following Service Qualifications

Orient Telecoms shall permit an Access Seeker to withdraw its Order without penalty before the earlier of ten (10) Business Days after the Access Seeker receives the result of a Service Qualification under subsection 6.2.9.

6.2.11. Acceptance Obligation

Orient Telecoms shall use its reasonable efforts to accept and fulfill Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by Orient Telecoms pursuant to subsection 6.1.9(b).

6.2.12. Time for Acceptance/Rejection

Orient Telecoms must notify the Access Seeker within the specified timeframe in Service Specific Obligations that the Order is accepted or rejected, If Orient Telecoms notifies the Access Seeker that an Order is rejected, Orient Telecoms must advise the Access Seeker would be able to accept the Order in a modified form.

6.2.13. Notice of Acceptance

Orient Telecoms notice of acceptance to the Access Seeker must contain the following information:

- (a) the delivery date or activation date, which must be the date that is requested by the Access Seeker or if the date cannot be met by Orient Telecoms shall be no later than indicate delivery timeframe or activation timeframe specified in the Service Specific Obligations and the period of time taken by Orient Telecoms to deliver or activate, such Facilities and/or Services for itself (whichever is shorter);
- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to fulfillment of the Order;
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) a 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").

6.2.14. Commencement of Delivery Times

The applicable delivery timeframe for an Order, as determined under 6.2.13 shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under 6.2.15, the date the Access Seeker confirms the Order in accordance with that subsection; and
- (b) in any other case, from the start of the Validity Period.

6.2.15. Access Seeker Confirmation

- (a) The Access Seeker's confirmation of an Order is not required if Orient Telecoms accepts the Order without change. A change may include circumstances where delivery date are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from Access Seeker before Orient Telecoms can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for Orient Telecoms to proceed with fulfilling an Order as provided for paragraph 6.2.15 (a) above, Orient Telecoms shall permit the Access seekers to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, Orient Telecoms shall fulfill the Order in accordance with the Notice of Acceptance.

6.2.16. Estimated Charges

If the Notice of Acceptance provided by Orient Telecoms contains estimates of charges (e.g. based on time and materials):

- (a) Orient Telecoms shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
 - (i) the estimate will likely be exceeded
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfill the Order.
- (b) Orient Telecoms shall permit the Access Seeker to withdraw the Order without penalty if the revised estimate in that notice exceeds the original estimate by more than 10% of the original estimate within ten (10) days of the notice given by Orient Telecoms under subsection 6.2.16(a).

(c) Where the actual cost incurred by Orient Telecoms exceeds an estimate or revised estimate for the specific scope of work provided by Orient Telecoms due to:

- (i) information or facts provided by the Access Seeker which are inaccurate or erroneous or disclosed by the Access Seeker; and
- (ii) a change in the scope of work by the Access seeker

the Access Seeker shall be obliged to pay Orient Telecoms for the actual cost incurred (but in no other circumstances) .

(d) Orient Telecoms shall commence work after the Access Seeker confirms it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker the timeframe set out in paragraph 6.2.13 (e) or 6.2.16 (B)

6.2.17. Reasons for Rejection

Orient Telecoms may only reject an Order from an Access Seeker where:

- (a) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (b) Orient Telecoms has insufficient capacity to provide the requested Facilities and/or Services;
- (c) Subject to Section 6.2.19, the Order is in excess of agreed Forecast levels;
- (d) The Order or variation request duplicates an Order awaiting fulfilment;
- (e) An Access Seeker has not obtained necessary related agreements from Orient Telecoms (e.g. regarding access to a new Point of Interface);
- (f) There are reasonable grounds to believe that the Access seeker would fail, to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to Orient Telecoms' satisfaction, acting reasonably (e.g through the application of a security requirement ; or
- (g) There are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to Orient Telecoms' satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

6.2.18. Notice of Rejection

Orient Telecoms notice of rejection of an Order to the Access Seeker must:

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

6.2.19. Order in Excess of Forecast

- (a) Notwithstanding paragraph 6.2.17(b), Orient Telecoms must use its reasonable efforts to provide sufficient capacity to enable Orient Telecoms to accept and fulfill Orders from an Access Seeker for Facilities and/or Services or both which are in excess of the relevant Forecast.
- (b) Orient Telecoms is only required to do so if the meeting the Forecasts requirement of other Access Seeker and itself, there is available capacity or Orient Telecoms could readily upgrade existing capacity. Orient Telecoms shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirement of all Access Seeker and itself.
- (c) Orient Telecoms is not required to supply Facilities and/or Services in excess of Forecast if, despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of Facilities and/or Services provided to all Access Seekers and/or itself.

6.2.20. Required Extra Capacity

- (a) Orient Telecoms may require an Access Seeker to procure such additional capacity on the Access Seeker's side of the Network as Orient Telecoms, in good faith and reasonably estimates that the Operator may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of Orient Telecoms' Network.
- (b) Where the Access seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, Orient Telecoms must notify the Access seeker in writing and the Access Seeker and Orient Telecoms must meet (no later than 5 Business days after receipt of the notice from Orient Telecoms) to attempt to identify alternative sources of capacity.

- (c) If the matter cannot be resolved within 10 Business Days of the date of that meeting, Orient Telecoms may bar or block calls to the Access Seeker's Network to extent necessary to minimize congestion within the Orient Telecoms' Network.

6.2.21. Other Uses

Orient Telecoms shall permit capacity installed in connection with the provision of a network service to be used, to the extent technically feasible, in connection with another network service, at the Access seeker's option.

6.2.22. Delivery Dates

Orient Telecoms 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 subsection 6.2.24.

6.2.23. Early Delivery Dates

- 6.2.24. If Orient Telecoms 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 earlier delivery date.

6.2.25. Delayed Delivery Dates

Where there is a delay in the delivery of an Order, and:

- (a) The delay is caused by Orient Telecoms:

- (i) Orient Telecoms shall notify an Access Seeker of the delay to the delivery date together with the reasons for the delay, as soon as practicable after Orient Telecoms becomes aware of the possible delay;
- (ii) Orient Telecoms shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
- (iii) the delivery date shall be extended for a further period as reasonably necessary and Orient Telecoms shall promptly notify the Access Seeker of the revised delivery date.

- (b) where the delay caused by the Access Seeker:

- (i) Orient Telecoms shall notify the Access Seeker of the delay to the delivery date as soon as practicable after Orient Telecoms becomes aware of it;
- (ii) Orient Telecoms and Access Seeker must work together to

minimize the delay; and

- (iii) The delivery date shall be extended for a further period as reasonably necessary and Orient Telecoms shall promptly notify the Access Seeker of the revised delivery date.

6.2.26. Cancellation and Variation of Orders

Orient Telecoms shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 6.2.26.

6.2.27. Cancellation or Variation Penalty

Except where this RAO provides that cancellation of an Order is to be at no penalty:

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

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

6.2.28. Testing and Provisioning

Orient Telecoms shall:

- (a) co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services; and
- (b) treat an Access Seeker's testing and provisioning on an equivalent basis to that which Orient Telecoms treats testing and provisioning for itself.

6.2.29. Resource Charge

- (a) Orient Telecoms may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by Orient Telecoms for allocation of manpower and other resources to enable the Orient Telecoms to test and fulfill an Order for new Facilities and/or Services, provided that such one off fee is justified by Orient Telecoms to the Access Seeker as necessary for Orient Telecoms to provide the requested Facilities and/or Services; and

- (b) Must specify the methodology and unit costs for calculating any fees under paragraph 6.2.28 (a) above and in its RAO.

6.2.30. Queuing Policy

Orient Telecoms shall establish and maintain a queuing policy for each Facility and/or Service, which:

- (a) shall be non-discriminatory
- (b) shall be applied to Orders and service Qualifications of all Access Seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Order and Service Qualifications of Access Seeker on an equivalent basis to that which Orient Telecoms treats Orders and Service qualifications for itself for the same or similar Facilities and/or Services; and
- (c) shall seek to maximize the efficiency of its Ordering and provisioning process.

6.2.31. Acceptance on Queue

Orient Telecoms shall promptly notify an Access Seeker at the time of providing an acknowledgement of receipt of the Order under subsection 6.2.5 of their acceptance of, and position in, Orient Telecoms' queue.

6.2.32. Constrained Capacity

If Orient Telecoms reasonably believes that the capacity in any Facilities and/or Services required by:

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

Would in aggregate, exceed the capacity which Orient Telecoms will be in a position to be able to provide, Orient Telecoms must:

- (i) notify all Access Seekers to whom relevant capacity is supplied; and
- (ii) allocate the available capacity between itself, the Access Seeker and other Access seekers in accordance with Orient Telecoms Capacity Allocation Policy.

6.2.33. Capacity Allocation Policy

If Orient Telecoms claims or is likely to claim that it has insufficient

capacity to meet an Access Seeker's Forecast or Order, Orient Telecoms shall maintain a Capacity Allocation Policy which:

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

6.2.34. Late Delivery

If Orient Telecoms fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 6.2.24 (a)iii except where such failure has been caused solely by the Access Seeker's delay or lack of authorization by a third party, Orient Telecoms shall without limitation to any other rights the Access Seeker may have under subsection 6.2 or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of Orient Telecoms delay, and the methodology and units rates for calculating such rebates shall be set out in Orient Telecoms' RAO. If Orient Telecoms alleges that a failure has been caused solely by the Access Seeker delay or a lack of authorization by a third party, Orient Telecoms shall have the burden of demonstrating:

- (a) that allegation; and

- (b) that Orient Telecoms has done all things reasonably practicable to minimize or avoid such failure.

7. BILLING AND SETTLEMENT OBLIGATIONS

7.1 BILLING

7.1.1. General Principle

Unless otherwise agreed, Orient Telecoms will invoice Charges in advance based on each Billing Period. Each Invoice will be issued 30 days before the commencement of each Billing Period. Charges shall be payable from the date the Facilities and/or Services are provided.

7.1.2. Billing Information

Each Invoice will state the Charges for the Billing Period and will be accompanied by information as may be reasonably necessary for the Access Seeker to verify rates and Charges contained in the bill.

7.1.3. Billing Error

If an Operator discovers an error in an invoice, it must promptly notify the other Operator. The Operator which made the error must make necessary adjustment to correct that error within one (1) month of notification.

7.1.4. Currency

Unless otherwise agreed, all Charges shall be in Ringgit Malaysia and the Access Seeker shall make payment in Ringgit Malaysia.

7.1.5. Summarized Invoice and Billing Information

Orient Telecoms shall provide the Access Seeker on written request with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker, in monthly tranches.

7.2 SETTLEMENT

7.2.1. Payment Period

- (a) The Access Seeker shall make payment for the Charges within thirty (30) days from the date of the Invoice without set-off counter claims or deduction unless otherwise agreed in writing by both Operators.
- (b) In the event that the Charges remain unpaid after becoming due, Orient Telecoms shall be entitled for late penalty charges on the overdue payment at a rate specified in the Access Seeker's invoice.

7.2.2. Method of Payment

The Access Seeker must pay an Invoice by electronic funds transfer or exceptionally, by bank cheque to the nominated accounts of Orient

Telecoms if agreed by Orient Telecoms

7.2.3. Billing Disputes

In the event the Access Seeker wishes to dispute an Invoice, the Access Seeker shall notify Orient Telecoms in writing within thirty (30) Business Days after the date of receipt of such Invoice, the Access Seeker shall be deemed to have accepted the Invoice and the Charges there under shall be payable in accordance with Section 7.2.1 above.

The dispute notification shall provide the following information: -

- (a) the reasons for which the Access Seeker disputes the Invoice;
- (b) the amount in dispute;
- (c) details required to identify the relevant invoice and Charges in dispute including the account number, the invoice reference number, the invoice date, the invoice amount and the billing verification information; and
- (d) evidence in the form of the invoiced Party's outgoing report, indicating the relevant traffic data which is in dispute.

7.2.4. Withholding of Disputed Amounts

For the avoidance of doubt, the Access Seeker shall not use the dispute resolution procedure to avoid or delay payment due to Orient Telecoms where there is no genuine dispute.

7.2.5. Billing Dispute Resolution

Orient Telecoms and Access Seeker must use their reasonable endeavors to promptly resolve any dispute notified under Section 7.2.3 herein and where relevant the parties must comply with the Dispute and Resolution Procedures in Annexure A of the MSA Determination which are applicable to the billing disputes.

7.2.6. Late Payment Charges

Upon resolution of the dispute, if the Access Seeker is found to be liable for the payment disputed, the Access Seeker shall pay the amount due together with the late payment charges calculated from the expiry date of thirty (30) days of the invoice date, in accordance to Section 7.2.1 above.

7.2.7. Security Sum

The Access Seeker shall have deposited or procured the deposit of the Security Sum or Fast Track Security Sum as security for the performance of all the Access Seeker's obligations under the Access Agreement. For the purpose of clarification, the Security Sum or the Fast Track Security Sum does not relieve the Access Seeker from its

obligations to pay amounts to Orient Telecoms as they become due and payable, nor does it constitute a waiver of Orient Telecoms' right to suspend, disconnect, or terminate the relevant Facilities and/or Services due to non-payment of any sums due or payable to Orient Telecoms.

- (a) Orient Telecoms shall be entitled, from time to time, to revise the Security Sum and Fast Track Security Sum in any of the following :
- (i) where, in the reasonable opinion of Orient Telecoms, the amount of the Security Sum and Fast Track Security Sum is less than the Minimum Value calculated over a ninety (90) day period determined by Orient Telecoms;
 - (ii) where, in the opinion of Orient Telecoms, there is a material change in circumstances in relation to the Access Seeker's creditworthiness. In such cases, Orient Telecoms may request for additional security in addition to the Minimum value to sufficiently and reasonably mitigate its risk in providing the relevant Facilities and/or Services to the Access Seeker. For clarification, material change in circumstances includes, but is not limited to, failure to pay on the due date in respect of three (3) Invoices rendered in the preceding six (6) months, so long as those amounts have not been disputed in good faith; and/or
 - (iii) upon the provisioning of new or additional Facilities and/or Services to the Access Seeker, to ensure that the Security Sum or Fast Track Security Sum is equivalent to the Minimum Value after taking into consideration the estimated value of new or additional Facilities or Services provided or to be provided over a ninety (90) day period.
- (b) Where the Security Sum or Fast Track Security Sum is, at any time, less than the Minimum Value (including when a demand has been made by Orient Telecoms) calculated over a ninety (90) day period determined by Orient Telecoms, the Access Seeker shall within thirty (30) days from the written request of Orient Telecoms, deposit a new security equivalent to the Minimum Value.
- (c) Where the Access Seeker deposits cash, such monies shall be deposited in a separate interest bearing account ("**said accounts**") and any interest accrued thereon be held by Orient Telecoms in addition to the original sum placed as the Security Sum or the Fast Track Security Sum. Orient Telecoms shall forward to the Access seeker a statement of the said accounts annually.
- 7.2.8. The Security Sum or Fast Track Security Sum deposited by the Access Seeker with Orient Telecoms and any interest thereon, shall only be used for the purposes set out in **Section 7.3.1**.
- 7.2.9. Orient Telecoms may at its discretion call upon or deduct the Security Sum or Fast Track Security Sum at any time after the due date for any Charges or upon breach of any of the Access Seeker's obligation. Such

utilization or deduction of the Security Sum or FastTrack Security Sum shall not be construed as a set-off or counterclaim.

7.2.10. Without prejudice to Orient Telecoms' rights under the Access Agreement and/or under law, upon termination of the Access Agreement:

- (i) the Security Sum or Fast Track Security Sum deposited with Orient Telecoms or parts thereof together with the interest thereon, (if any) shall be returned and/or refunded to the Access Seeker within sixty (60) days from the date of termination provided that all other amounts payable by the Access Seeker to Orient Telecoms have been paid; and
- (ii) Orient Telecoms shall immediately in writing unconditionally waive its rights under any guarantee provided as Security Sum or Fast Track Security Sum in respect of future performance of the Access Agreement by the Access Seeker if any, since the Access Agreement has been terminated save and except that the Bank Guarantee remains in full force in respect of any antecedent breaches under the Access Agreement and in respect of any amounts payable by the Access Seeker to Orient Telecoms as at the date of termination, without prejudice to the rights and remedies of Orient Telecoms under the Access Agreement (including but without limited to the right to claim for any or all amounts due and payable under the Access Agreement and/or to call upon the Security Sum) and/or under law.

8. TECHNICAL AND NETWORK OPERATIONAL OBLIGATIONS

8.1 NETWORK CONDITIONING OBLIGATIONS

8.1.1. Non-discrimination

Orient Telecoms shall perform Network Conditioning on an equivalent basis to that which Orient Telecoms performs for itself for the same or similar Services.

8.1.2. Commencement

Orient Telecoms will commence Network Conditioning immediately following:

- (a) confirmation of an Order from the Access Seeker; and
- (b) agreement by Orient Telecoms and the Access Seeker on:
 - (i) geographical coverage;
 - (ii) origins from or destinations to which access is required, if relevant;
 - (iii) network routes (including which party is responsible for provisioning Interconnect Link); and
 - (iv) handover arrangements and relevant Points of Interface.

8.2 POINT OF INTERFACE PROCEDURES

8.2.1. Interconnection

Each party shall interconnect its Network with the Network of the other party in accordance with the terms of the Access Agreement.

8.2.2. Point of Interface Locations

Subject to subsection 8.2.3, Orient Telecoms shall publish on its publicly accessible website and keep updated a list of the general locations and technical points:

- (a) at which physical co-location is available;
- (b) in respect of which virtual co-location is available; and
- (c) in respect of which in-span interconnection is available on and from the date of publication for the following 12 months.

8.2.3. Virtual and in-Span Interconnection

Each Operator shall offer virtual co-location or in-span interconnection

at all technically feasible points.

8.2.4. Lack of Space

If there are space constraints at a particular location, an Orient Telecoms shall take reasonable steps to optimise its usage of the space, including through the upgrading of Facilities. If the Orient Telecoms has used its best efforts to accommodate all Access Seekers and it is not physically possible for any further Access Seekers to be accommodated, Orient Telecoms shall be excused from providing physical interconnection at such location.

8.2.5. Access Seeker requested Point of Interface

Orient Telecoms shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified under Section 8.2.2. Orient Telecoms shall promptly accept or reject a request by an Access Seeker under this Section, and provide the Access Seeker with reasons if it rejects the Access Seeker's request.

8.2.6. Network Responsibility

Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the Interconnect Links and the transmission equipment) on its side of the Point of Interface.

8.2.7. Third Party Point of Interface

Orient Telecoms shall permit an Access Seeker to nominate a Point of Interface of a third party for the purposes of interconnection and access between Orient Telecoms and the Access Seeker provided that the Access Seeker remains responsible for the costs of such interconnection and access and for the third party's act and omissions at the Point of Interface.

8.2.8. Point of Interface Factors

When determining which locations are to be listed under Section 8.2.2, or when determining a request under Section 8.2.5, each Access Provider shall have regard to the following:

- (a) Orient Telecoms shall offer (but shall not require) POI and co-location for every Closed Number Area throughout Malaysia in which Orient Telecoms has network facilities;
- (b) Orient Telecoms shall offer interconnection and co-location at any other technically feasible point;
- (c) Orient Telecoms shall offer physical co location in at least one POI location for every Closed Number Area throughout Malaysia in which Orient Telecoms has network facilities, but may additionally offer other forms of co location in relation to a particular location

(e.g. virtual co-location);

- (d) Orient Telecoms shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over 2 years) and the needs of other Access Seekers who are currently occupying or have Ordered additional space from Orient Telecoms; and
- (e) any possible re-arrangement of its Equipment configuration to eliminate space inefficiencies.

8.3 DECOMMISSIONING OBLIGATIONS

8.3.1. Decommissioning notice

Except where Orient Telecoms is required to vacate the site where a Point of Interface is located, or any other Facility and/or Service which relies on Orient Telecoms' use of that site, as a result of a third party landlord's notice (under an arm's length tenancy agreement) or local authority's notice, Orient Telecoms shall provide no less than:

- (a) 1 year's notice in writing to all relevant Access Seekers prior to the decommissioning of a Point of Interface; or
- (b) 6 month's notice in writing to all relevant Access Seekers prior to the decommissioning of any other Facilities and/or Services which rely on Orient Telecoms' use of that site.

Where Orient Telecoms is required to vacate the site as result of a third party landlord's notice (under an arm's length tenancy agreement) or local authority's notice, Orient Telecoms shall provide all relevant Access Seekers with as much notice as possible in relation to the matters in Sections 8.3.1(a) and 8.3.1(b) above.

8.3.2. Co-Operation

Orient Telecoms shall co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the relevant Point of Interface, Facilities and/or Services.

8.3.3. Alternative arrangements

Orient Telecoms shall notify an Access Seeker of its intention:

- (a) to decommission a Point of Interface and shall provide to the Access Seeker functionally equivalent interconnection at another Point of Interface on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applying in respect of the Point of Interface that is proposed to be decommissioned, for a period not less than 3 years from the date of decommissioning; or
- (b) to decommission another Facilities and/or Services and shall

provide to the Access Seeker access to an alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period not less than 3 years from the date of decommissioning.

8.3.4. Decommissioned Facilities/Service Compensation

Except where decommissioning is caused by Force Majeure, Orient Telecoms shall pay the Access Seeker's reasonable costs, necessarily incurred in:

- (a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with Section 8.3.3; or
- (b) re-arrange Equipment to connect to the alternative Services offered in accordance with Section 8.3.3.

8.4 NETWORK CHANGE OBLIGATIONS

8.4.1. Scope

This Section 8.4 applies where an Operator proposes to implement a Network Change of a type referred to in subsection which necessitates a change in the hardware or software (including interface software) of the other Party's Network in Order to ensure the continued proper operation and compatibility of the Operator's respective Networks, services and procedures.

8.4.2. Types of changes

The following kinds of proposed Network Changes maybe within the scope of Section 8.4.1:

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

- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator's Network which will or might affect the Recipient Operator's Network ("Other Network Change");
- (d) any change by the Notifying Operator to any of the Operational Support Systems used in inter-carrier processes, including without limitation:
 - (i) the billing system;
 - (ii) the ordering and provisioning systems; or
 - (iii) the Customer Churn process ("OSS Change"); and
- (e) any enhancement by the Notifying Operator of the features, functions or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
 - (i) to itself; or
 - (ii) to any other Operator ("Functionality Change"), (collectively "Relevant Changes").

8.4.3. Notification of Change

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

- (a) the nature, effect, technical details and potential impact on the Recipient Operator's Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the Recipient Party to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and
- (b) a date, which shall be no later than ten (10) Business Days from the date of the Change notice, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change, as soon as reasonably practicable and, in any event, with not less than the relevant notice period set out in the table below:

Relevant Change	Notice Period
Interface Change	3 months
Other Network Change	3 months
Facility and/or Service Change	3 months
OSS Change	3 months
Functionality Change	3 months

8.4.4. Post-Notification Procedures

The Notifying Operator shall:

- (a) meet with representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in Section 8.4.3), for the purpose of discussing the Relevant Change and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;
- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten(10) Business Days after the Recipient Operator’s request for such additional information; and
- (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimise any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

8.4.5. Testing

A Notifying Operator shall, bearing its own costs in doing so:

- (a) co-operate with a Recipient Operator in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operator’s respective Networks;
- (b) jointly carry out testing with the Recipient Operator in a timely manner, using its best endeavors to accommodate any timing requested by the Recipient Operator and, in any case, no less than

20 Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under Section 8.4.5(a).

8.4.6. Testing Failure

Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under Section 8.4.5, if such tests:

- (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators respective Networks, services and procedures the Notifying Operator shall postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operator to repeat the steps in Sections 8.4.3 to 8.4.5 above.

8.5 NETWORK FACILITIES ACCESS AND CO-LOCATION

8.5.1. Scope

This subsection 8.5 applies where co-location or access is to be provided to or at the Facilities under this Orient Telecoms' RAO.

8.5.2. Inspection

Orient Telecoms shall allow nominated employees and/or contractors of a potential Access Seeker to physically inspect the Facilities of Orient Telecoms during normal business hours provided that:

- (a) the Access Seeker has provided no less than five (5) Business Days notice of its request to perform a physical inspection and details of its nominees; and
- (b) the nominations made by the Access Seeker are reasonable, having regard to the position of each person and the number of persons nominated.

8.5.3. Physical access

- (a) Orient Telecoms shall allow an Access Seeker, its employees and/or contractors to physically access its Facilities and have physical control over the Access Seeker's Equipment located at such Facilities, twenty-four (24) hours a day, seven (7) days a week. Subject to the terms and conditions of any tenancy agreement provided always, the Orient Telecoms is given five (5) Business Days prior written notice.
- (b) Where access to the Orient Telecoms network facilities/premises is

required for emergency maintenance and repairs, the Access Seeker shall provide Orient Telecoms with a verbal notice on the day access is required and a facsimile confirmation within twenty- four (24) hours.

- (c) Notwithstanding Condition 8.5.3(a) and 8.5.3(b) above, access to Orient Telecoms' network facilities/premises shall at all times be subject to the terms and conditions of the respective tenancy agreement which shall be made known to the Access Seeker by Orient Telecoms at the time of fulfillment of an Order.

8.5.4. Escorts

If Orient Telecoms determines that it is necessary to have an escort present when employees and/or contractors wish to enter onto Orient Telecoms' property, Orient Telecoms shall:

- (a) make such escort service available at all times during ordinary business hours;
- (b) have such escort service on call (with no longer than a thirty (30) minute response time to attend at Orient Telecoms' property) outside ordinary business hours; and
- (c) bear the costs of such escort service.

8.5.5. Absence of Escort

- (a) For the purposes of subsection 8.5.4, if an escort does not arrive at Orient Telecoms property within 30 minutes of the scheduled commencement of the visit by the Access Seeker, the Access Seeker's staff may proceed to enter Orient Telecoms' property without an escort subject always to security requirements of Orient Telecoms' and the terms and conditions of any tenancy agreement.
- (b) If the tenancy agreement requires that the Access Seeker be escorted by Orient Telecoms in order to gain physical access to the Orient Telecoms network facility, Orient Telecoms shall escort the Access Seeker.

8.5.6. Site Register

- (a) The Access Seeker must establish and maintain a register of all persons who visit Orient Telecoms' property, which must be made available for inspection by Orient Telecoms, upon request.
- (b) If the Access Seeker does not maintain or properly maintain a site register, Orient Telecoms may prohibit any representatives of the Access Seeker from entering the premises.

8.5.7. Reservation of Space

Orient Telecoms shall not reserve space other than for its own current

needs, its future needs, (calculated by use of a reasonably projected rate of growth over 2 years) and the needs of other Access Seekers who are currently occupying or have ordered space from Orient Telecoms.

8.5.8. Allocation of Space

Orient Telecoms shall allocate space at each location where co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.

8.5.9. Re-Configuration

If there are space constraints at a particular location, Orient Telecoms shall take reasonable steps to optimize its usage of the space, including through the upgrading of Facilities or endeavoring to transfer the Equipment to an alternative location.

8.5.10. Preparatory Work by the Access Seeker

If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on Orient Telecoms' Facilities, Orient Telecoms shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies Orient Telecoms (acting reasonably and in accordance with the guidelines referred to below) that such employees or contractors have the necessary qualifications. Orient Telecoms shall publish and make available a policy about the necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work under this subsection 8.5.11, such policy to be non-discriminatory in its application to Orient Telecoms personnel and the Access Seeker's employees and/or contractors who perform similar functions.

8.5.11. Preparatory Work by Orient Telecoms

If Orient Telecoms agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis):

- (a) Orient Telecoms shall not exceed the estimate without providing the Access Seeker with prior written notice that:
 - (i) the estimate will likely be exceeded; and
 - (ii) a further estimate of the charges for the work necessary to complete the preparatory work;
- (b) Orient Telecoms shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than 10% of the original estimate.

8.5.12. Delays

If Orient Telecoms agrees to perform preparatory work and Orient Telecoms is or is likely to be unable to perform such work within the agreed timeframe, Orient Telecoms shall:

- (a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after Orient Telecoms becomes aware of the possible delay;
- (b) permit the Access Seeker notified under paragraph 8.5.13(a) to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
- (c) compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavors to mitigate those costs.

8.5.13. Utilities and Ancillary Services

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

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

8.5.14. Equipment Allowance

Subject to any restrictions under any tenancy agreement and/or terms and condition agreed by the Operators, Orient Telecoms shall permit an Access Seeker to locate Equipment on or at Orient Telecoms' network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network including but not limited to multi-functional Equipment which may also be used for purposes other than those specified in this subsection 8.5.15.

8.5.15. Marking

All Operators shall mark or label their Equipment in such a manner that they can be easily identified as the Equipment of the Operator.

8.5.16. Maintenance

Orient Telecoms shall permit, and do all things reasonably necessary to allow an Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted. This may include, for example, the provision of physical access. For the purposes of this subsection 8.5.17 and subject to any restrictions under any tenancy agreement, an Access Seeker shall be permitted to maintain its Equipment at or on the network facilities if Orient Telecoms allows external contractors or other third parties to maintain similar Equipment on the Facilities.

8.5.17. Extensions

(a) Orient Telecoms shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of Orient Telecoms as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.

(b) Prior to any extension works being carried out, the Access Seeker shall submit a written proposal to Orient Telecoms detailing the works to be carried out and the impact of such works on Orient Telecoms' network.

8.5.18. Cost

The utility and ancillary costs in respect of the network facilities as contemplated in this subsection 8.5.14 shall be apportioned (in accordance with fair and equitable principles) between Orient Telecoms and all Access Seekers at the relevant location.

8.5.19. Conditional Supply

Orient Telecoms shall not require an Access Seeker to acquire other Facilities and Services from Orient Telecoms as a condition of providing access to Facilities or Services under Orient Telecoms' RAO. For example, Orient Telecoms shall not make access to network facilities conditional on the acquisition of network services (such as transmission services) or any other service (e.g. a maintenance service).

8.6 Operations and Maintenance Obligations

8.6.1. Operations & Maintenance Responsibility

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

8.6.2. Fault Reporting Systems

Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies Facilities and/or Services (inter alia), to report faults relating to any Network, Facility and/or Service

8.6.3. Customer notification

Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in Section 8.6.2.

8.6.4. Non-discriminatory fault reporting and identification

An Operator shall:

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

8.6.5. Cross-Referrals

If a Customer reports a fault to an Operator:

- (a) when the Customer is directly connected to another Operator; or
- (b) which clearly relates to a Network, Facility and/or Service of another Operator, the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.

8.6.6. Network Fault Responsibility

The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services which are used in another Operator's Network.

8.6.7. Transmission Service Faults

The Operator that supplies transmission services is responsible for maintaining and repairing that transmission service, notwithstanding that the transmission service may be used in another Operator's Network.

8.6.8. Major Inter-Working Faults

If a major fault occurs which affects a communication that crosses or would cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.

8.6.9. Faults Affecting Other Networks or Equipment

If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on the other Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator shall promptly inform the other Operator of:

- (a) the existence of the fault;
- (b) the actions being taken by the first mentioned Operator to rectify the identified faults and restore the service; and
- (c) the outcome of those actions.

8.6.10. Bear 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.

8.6.11. Fault Priority

Each Operator shall give priority to faults in the following order:

- (a) the highest service loss impact in terms of the number of Customers affected; or
- (b) those which have been reported on previous occasions and have reoccurred; and
- (c) All other faults.

8.6.12. Fault Rectification

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

In undertaking service restoration, the Operators shall have regard to matters including the following:

- (a) service restoration shall take priority over Equipment repair;
- (b) available standby capacity shall be automatically brought it and/or undertaking network management actions shall be undertaken to restore service;
- (c) performing testing to determine the nature and location of the fault in cooperation with the distant end as necessary;
- (d) immediate rectification of an identified fault, if possible;
- (e) where the source of a fault cannot be quickly identified and rectified, the Operator who has identified the fault shall notify the other Operator of the problem and keep that other Operator informed of progress in relation to the identification and rectification of the fault;

- (f) where the source of a fault has been identified by an Operator but immediate rectification is not feasible, the Operator responsible for rectification shall immediately notify the other Operator of the estimated fault rectification time (based on the Operator rectifying the fault using its best endeavours in view of the nature of the fault and its effect on services);
- (g) where an Operator has rectified a fault on a temporary basis, that Operator shall inform the other Operator of this fact and provide the timeline required for permanent rectification; and
- (h) faults unresolved within stipulated target times shall be discussed at regular operation and maintenance meetings;

For the avoidance of doubt, any spares which are required to rectify a fault shall be provided by the Operator which owns the relevant Equipment.

8.6.13. Target Times

Each Operator shall respond to and rectify faults within the lesser of:

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Level 1	<ol style="list-style-type: none"> 1. Major switch outage 2. Transmission bearer total outage 3. Route blocking >30% 4. Major signaling problem 5. Major routing issues 6. Fraudulent calls 	Within 1 Hours	Every 1 hour	4 hours
Level 2	<ol style="list-style-type: none"> 1. Minor switch outage 2. Minor routing issue 3. Minor signaling problems 4. Route blocking 10%-30% 	Within 4 Hours	Every 4 hours	24 hours
Level 3	<ol style="list-style-type: none"> 1. Fault affecting single or small number of customers 2. Route blocking <10% 	Within 24 Hours	Every 24 hours	72 hours
Level 4	<ol style="list-style-type: none"> 1. Remote congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues 	Within 48 hours	Every 48 hours	10 Business Days

8.6.14. Explanatory Notes to Section 8.6.13:

- (a) All faults reported shall be ascribed with a "Priority Level" as set out in the above table for response and restoration purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.

- (b) The "Fault Types" listed in the table above are only examples of possible type of faults. Operators are required to categories all faults by reference to specified "Priority Levels", "Response Timeframes" and Rectification Timeframes".
- (c) "Response Timeframe" refers to the timeframe for the Operator whose Network, Network and/or Service is faulty to respond to and appropriately attend to the fault. Response Timeframes are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the Fault, whichever is the earlier.
- (d) "Progress Update Frequency" refers to the frequency to update the other Operator until the fault is rectified.
- (e) "Rectification Timeframe" refers to the time taken by the Operator to restore a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the rectification of fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

8.6.15. Planned Maintenance

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

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

8.6.16. Planned Maintenance Windows

A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Operators, and where the windows of time for such planned maintenance have the least effect on end-users.

8.6.17. Emergency Maintenance

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

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

8.6.18. Hours of fault reporting and rectification

Orient Telecoms shall maintain a 24 hours a day, 7 days a week faultreporting and rectification service.

8.6.19. Complaints Handling

The Operators shall report all interconnection and access outages that relate to Networks, Services and/or Facilities to Orient Telecoms' relevant fault reporting and rectification service.

8.6.20. Routine Testing

The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.

8.7 TECHNICAL OBLIGATIONS

8.7.1. Compliance

Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked or are not inconsistent with any technical obligations setout in this RAO.

8.7.2. Prevention of technical harm

An Operator must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Operators Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.

8.7.3. Technical Standards

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

8.7.4. No Interference

An Operator shall not do anything, or knowingly permit any third person to do anything, in relation to a Network, network facilities, network services or Equipment which:

- (a) causes interference; or
- (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.

8.7.5. Notice of Interference and Rectification

If an Operator notifies ("Notifying Operator") another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:

- (a) the other Operator shall rectify the situation as soon as possible and in any case within 24 hours of receiving notice from the Notifying Operator so that no interference is caused; or
- (b) if the other Operator is not able to locate the source of the interference within 24 hours under Section 8.7.5(a), the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible and in any case within 24 hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

9. TERM, TERMINATION, SUSPENSION AND OTHER PROVISIONS

9.1 Term

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

9.2 Term of Supply

Unless otherwise agreed by Orient Telecoms and Access Seeker in an Access Agreement,, and subject to Orient Telecoms not being able to provide access as a result of Force Majeure, Orient shall only require the Access Seeker to acquire access to individual Facilities and/or Services under the Access Agreement for a minimum period as follows:

Services	Minimum term
Metro-e based Services	12 months
Other Services (if any)	12 months

9.3 Termination

Orient Telecoms may terminate an Access Agreement if any of the circumstances referred to in Section 9.3(a), 9.3(b) or 9.5(c) below apply and Orient Telecoms has notified the Access Seeker that it will terminate where:

- (a) the Access Seeker has materially breached the Access Agreement and Orient Telecoms has notified the Access Seeker that it will terminate the said agreement in no less than 30 days if the Access Seeker has not remedied its breach by the end of that period and the Access Seeker has failed to remedy its breach in accordance with such a notification;
- (b) the Access Seeker has become subject to a winding up order (whether compulsorily or voluntarily) or cease to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seekers assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; or
- (c) a Force Majeure has continued for a period of more than 90 days.

Orient Telecoms shall forward to the Commission a copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

9.4 Changes In Law

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

9.5 Suspension

Orient Telecoms may only suspend access to any Facilities and/or Services in the following circumstances:

- (a) the Access Seeker facilities materially and adversely affect the normal operation of Orient Telecoms' Network or are a material threat to any person's safety.;
- (b) the Access Seeker's facilities or the supply of services pose an imminent threat to life or property of Orient Telecoms, its employees or contractors;
- (c) the Access Seeker's facilities cause material, physical or technical harm to any facilities of Orient Telecoms or any other person;
- (d) where the Access Seeker has failed to pay Invoices in accordance with Section 7 of this RAO;
- (e) where the Access Seeker has failed to provide the new security amount as required;
- (f) where Force Majeure applies; or
- (g) the Access Seeker breaches any laws, regulations, rules or standards which has a material adverse effect on Orient Telecoms or the provision by Orient Telecoms of Facilities and/or Services under the Access Agreement.

For the purposes of this Section 9.5, Orient Telecoms must provide the Access Seeker five (5) Business Days notice in writing, including written reasons, prior to suspending access to any Facilities and/or Services.

9.6 Post-Termination Fees

Orient Telecoms shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Facilities and/or Services provided under it except:

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Charges arising during an applicable minimum contractual period (as described in Section 9.1 above) provided that:
 - (i) such charges must be reduced to reflect any costs savings to Orient Telecoms from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
 - (ii) Orient Telecoms must use reasonable endeavours to mitigate its costs of termination or suspension and maximize cost savings under paragraph 9.7(b)i above.

9.7 Upfront Charges Refund

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

9.8 Deposits and Guarantees

Notwithstanding the obligation in Section 9.7, Orient Telecoms shall:

- (a) within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker to Orient Telecoms have been paid; and
- (b) immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to Orient Telecoms as at the date of termination.

9.9 Intellectual Property Rights

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

9.10 Force Majeure

- (a) If a Party ("Affected Party") is prevented from performing any of its material obligations under this Agreement (but shall not include any of the Customer's payment obligations) by reason of Force Majeure, it must immediately notify the other Party ("Other

Party”) in writing of the circumstances constituting the event of Force Majeure and must keep the Other Party regularly informed of the progress in resolving the event of Force Majeure and use all reasonable steps to minimize the adverse effects of the event of Force Majeure on the performance of its obligations under this Agreement.

- (b) If the delay in performance or non-performance of the Affected Party’s obligations due to the event of Force Majeure is continuous for a period of 1 month from the date of the Affected Party’s written notification under
- (c) Section 9.13.1, then either Party shall have the right to terminate this Agreement with immediate effect and neither Party shall have any claim against the other in respect of such termination save for antecedent breaches.

9.11 Review

An Access Agreement shall be reviewed upon the occurrence of the following events:

- (a) If the Minister issues a direction or determination relating to its subject matter;
- (b) If the Commission issues a direction or determination relating to its subject matter;
- (c) If the Act or the MSA is amended in relation to its subject matter;
- (d) By Agreement of both parties.
- (e) If a condition of the Operator’s license is amended or deleted or a new condition is imposed in relation to its subject matter.

9.12 Costs and Expenses

Each Operator shall bear its own costs and expenses in relation to the preparation, negotiation and execution of an Access Agreement.

9.13 Governing Law

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

9.14 Assignment

An operator’s right to assign its right under an Access Agreement prepared by it shall be reciprocal with the other Operator’s right of assignment.

10. CHARGES AND CHARGING PRINCIPLES

10.1 General

The Sections in this chapter sets out the type of Charges and charging principles for the Facilities and/or Services provided by Orient Telecoms to the Access Seeker.

10.2 Type of Charges

10.2.1. In consideration of the Orient Telecoms’ obligations in the provision of the Facilities and/or Services, the Access Seeker shall pay to Orient Telecoms the following Charges:

10.2.2. Leased Line Metro-e Services

Ethernet Leased Line Price List

No	Total Subscribed capacity		List Price		OTC/Link RM
			MRC, RM	ARC, RM	
1.	1	Mbps	2,000	24,000	5,000
2.	2	Mbps	2,400	28,800	5,000
3.	3	Mbps	2,800	33,600	5,000
4.	4	Mbps	3,200	38,400	5,000
5.	5	Mbps	3,600	43,200	5,000
6.	6	Mbps	4,000	48,000	5,000
7.	7	Mbps	4,400	52,800	5,000
8.	8	Mbps	4,800	57,600	5,000
9.	9	Mbps	5,200	62,400	5,000
10.	10	Mbps	6,100	73,200	5,000
11.	12	Mbps	6,200	74,400	5,000
12.	14	Mbps	6,300	75,600	5,000
13.	16	Mbps	6,500	78,000	5,000
14.	18	Mbps	6,600	79,200	5,000
15.	20	Mbps	6,700	80,400	5,000
16.	25	Mbps	7,100	85,200	5,000
17.	30	Mbps	7,400	88,800	5,000
18.	35	Mbps	7,700	92,400	5,000
19.	40	Mbps	8,100	97,200	5,000
20.	45	Mbps	8,400	100,800	5,000

No	Total Subscribed capacity		List Price		OTC/Link RM
			MRC, RM	ARC, RM	
21.	50	Mbps	8,700	104,400	5,000
22.	60	Mbps	9,400	112,800	5,000
23.	70	Mbps	10,100	121,200	5,000
24.	80	Mbps	10,700	128,400	5,000
25.	90	Mbps	11,400	136,800	5,000
26.	100	Mbps	12,000	144,000	5,000
27.	110	Mbps	12,600	151,200	5,000
28.	120	Mbps	13,100	157,200	5,000
29.	130	Mbps	13,700	164,400	5,000
30.	140	Mbps	14,200	170,400	5,000
31.	150	Mbps	14,800	177,600	5,000
32.	160	Mbps	15,200	182,400	5,000
33.	170	Mbps	15,500	186,000	5,000
34.	180	Mbps	15,800	189,600	5,000
35.	190	Mbps	16,200	194,400	5,000
36.	200	Mbps	16,500	198,000	5,000
37.	250	Mbps	18,100	217,200	5,000
38.	300	Mbps	19,700	236,400	5,000
39.	350	Mbps	21,300	255,600	5,000
40.	400	Mbps	22,900	274,800	5,000
41.	450	Mbps	24,500	294,000	5,000
42.	500	Mbps	26,100	313,200	5,000
43.	600	Mbps	29,300	351,600	5,000
44.	700	Mbps	32,100	385,200	5,000
45.	800	Mbps	34,600	415,200	5,000
46.	900	Mbps	37,100	445,200	5,000
47.	1,000	Mbps	39,600	475,200	5,000
48.	1,500	Mbps	42,100	505,200	5,000
49.	2,000	Mbps	44,600	535,200	5,000
50.	2,500	Mbps	47,600	571,200	5,000
51.	3,000	Mbps	49,600	595,200	5,000
52.	3,500	Mbps	51,600	619,200	5,000
53.	4,000	Mbps	53,600	643,200	5,000

No	Total Subscribed capacity		List Price		OTC/Link RM
			MRC, RM	ARC, RM	
54.	4,500	Mbps	55,600	667,200	5,000
55.	5,000	Mbps	57,600	691,200	5,000
56.	6,000	Mbps	61,600	739,200	5,000
57.	7,000	Mbps	65,600	787,200	5,000
58.	8,000	Mbps	69,600	835,200	5,000
59.	9,000	Mbps	73,600	883,200	5,000
60.	10,000	Mbps	79,200	950,400	5,000

Notes:

1. For Outside Klang Valley the above price is multiplied by factor 1.5
2. The Standard SLA is 99.5%

ANNEXURE 1 SERVICE ORDER FORM



MSA ID:

SOF ID:

1. Order Details

New and Trial Order		
<input type="checkbox"/> New Order	Bandwidth	Mb/sec Others:
Change Order (Existing Customer)		
Circuit No: _____		
<input type="checkbox"/> Change of Rate Limit (on existing Port)	<input type="checkbox"/> Upgrade to _____	<input type="checkbox"/> downgrade to _____
<input type="checkbox"/> Change of Interface (FE to GE, Copper to Fibre, GE to 10GE)		
<input type="checkbox"/> Others (Please specify)		
Account Manager		
Account Manager Name		
Contact Number		
Email Address		

2. Customer Account Contact – To be filled in by the Customer

Contact Name	Designation	Mobile Number
Telephone Number	Fax Number	E-Mail Address

3. Customer Details – To be filled in by the Customer

Customer ID	(Filled in by Account Manager)
Company Name	
Company Registration No.	
VAT No. (If applicable)	
Address (Line 1)	
Address (Line 2)	
Web Address	

4. Customer Details – To be filled in by the Customer Same as above

Customer ID	(Filled in by Account Manager)
Company Name	
Company Registration No.	
VAT No. (If applicable)	
Address (Line 1)	
Address (Line 2)	

5. Agreement Details

Requested Ready For Service Date (dd/mm/yyyy)	
Agreement Length following RFS	
<input type="checkbox"/> 1Year	<input type="checkbox"/> 2Years
<input type="checkbox"/> 3Years	<input type="checkbox"/> Monthly rolling contract. If yes then specify the notice period
Others (Please specify)	
Contracting Country	Billing Country

ANNEXURE 1 SERVICE ORDER FORM



6. Charges

OTC=One Time Charge, MRC=Monthly Recurring Charges, The Charges does not include VAT (TAX) and local cross connect.

Currency <input type="checkbox"/> USD <input type="checkbox"/> MYR <input type="checkbox"/> SGD <input type="checkbox"/> THB Others (Please specify)		
Charges		
<i>If the quotation is longer than the following table, then attach the quote to this form</i>		
Description	Amount	Comments
OTC (Service Setup Charge)		
MRC (Monthly Recurring Charge)		
Registration Fees		
Total Deposit		
Total Amount		

7. Service Specifications (Metro-Ethernet) – To be filled in by the Customer

Service Type <input type="checkbox"/> Point to Point Metro-Ethernet Link (ELINE) <input type="checkbox"/> Point to Multipoint Metro-Ethernet Links (ELAN) <input type="checkbox"/> SDH Service (STM1/4/16/64) <input type="checkbox"/> Others, please specify
Service Level (SLA) <input type="checkbox"/> Orient Telecoms' Standard EPL (Ethernet Private Line/Lan) SLA <input type="checkbox"/> 99.99% <input type="checkbox"/> 99.90% <input type="checkbox"/> 99.7% <input type="checkbox"/> 99.5% <input type="checkbox"/> 99.0% <input type="checkbox"/> Global Routing SLA <input type="checkbox"/> Operations SLA

7a. Installation Locations Details SITE-A - To be filled in by the Customer

Customer Service Demarcation Point Company Floor and Room# Rack/Cabinet ID Shelf ID/SYS Port ID Site Contact Person Details Name Email Address Contact Number Notes:
--

7b. Installation Locations Details SITE-B - To be filled in by the Customer

Customer Service Demarcation Point Company Floor and Room# Rack/Cabinet ID Shelf ID/SYS Port ID Site Contact Person Details Name Email Address Contact Number Notes:
--

ANNEXURE 1
SERVICE ORDER FORM



7c. Service Specification – To be filled in by Orient Telecoms

Local Cross-Connect

Bandwidth

Interface Type

Connector Type

Ethernet Frame Size (MTU)

Encapsulation

8. Additional Information

Additional Information

9. Signatures & Company Stamp

Signed by duly authorised representative of
Orient Telecoms Sdn Bhd

}
}
}
}
}
}
}

Sign & Stamp: _____

Name
Title
Date

Signed by duly authorised
representative of the **Customer**

}
}
}
}
}
}

Sign & Stamp: _____

Name
Title
Date