



**SPEEDLINK COMMUNICATIONS SDN BHD  
(1129328-D)**

**REFERENCE ACCESS OFFER**

Version 1.0 as at 31<sup>st</sup> May 2018

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## Chapter 1 – Background and Scope

### 1.1 Background

- 1.1.1 This Reference Access Offer (“RAO”) is made by SPEEDLINK COMMUNICATIONS Sdn. Bhd. (Company No: 1129328-D), a company incorporated under the laws of Malaysia and having its principal place of business at 23-3A, Mayang Plaza, Jalan SS 26/4, Taman Mayang Jaya, 47301 Petaling Jaya, Selangor, Malaysia on 28<sup>th</sup> January 2015 pursuant to Section 5.3.2 of the Commission Determination on the Mandatory Standard on Access (Determination No. 3 of 2016) (“**MSA Determination**”) and the Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2017).
- 1.1.2 SPEEDLINK COMMUNICATIONS Sdn. Bhd. (Company No: 1129328-D) (“SPEEDLINK COMMUNICATIONS”) is a licensed individual network facilities provider and individual network service provider under the Communications and Multimedia Act 1998 (‘Act’)
- 1.1.3 SPEEDLINK COMMUNICATIONS’s RAO is to facilitate Access Seekers who wish to have access to SPEEDLINK COMMUNICATIONS’s Facilities and/or Services and sets out the terms and conditions for access to SPEEDLINK COMMUNICATIONS’s Facilities and/or Services.

### 1.2 Scope of SPEEDLINK COMMUNICATIONS’s RAO

- 1.2.1 Pursuant to Section 5.3.3 of the MSA Determination, SPEEDLINK COMMUNICATIONS is obliged to prepare and maintain a Reference Access Offer in relation to network facilities or network services on the Access List Determination which SPEEDLINK COMMUNICATIONS provides to itself or third parties.
- 1.2.2 SPEEDLINK COMMUNICATIONS’s RAO:
- a) Contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
  - b) Does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.2.3 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to SPEEDLINK COMMUNICATIONS’s RAO.
- 1.2.4 SPEEDLINK COMMUNICATIONS considers SPEEDLINK COMMUNICATIONS’s RAO to be consistent with:
- a) The standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act; and
  - b) The principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.
- 1.2.5 For the purposes of clarification, the terms and conditions of SPEEDLINK COMMUNICATIONS’s RAO is applicable to the Facilities or Services and which is relevant to the provisioning of facilities and services within SPEEDLINK COMMUNICATIONS’s licenses only. If the Access Seeker requests network facilities or network services outside SPEEDLINK COMMUNICATIONS’s RAO, the terms and conditions for the provision of such network facilities or network services shall remain outside the scope of SPEEDLINK COMMUNICATIONS’s RAO.

1.2.6 In addition, the Operators are free to consider SPEEDLINK COMMUNICATIONS's RAO when negotiating the terms and conditions for the supply of other network facilities or network services that are not listed in the Access List Determination.

### **1.3 Commencement and Duration of SPEEDLINK COMMUNICATIONS's RAO**

1.3.1 SPEEDLINK COMMUNICATIONS's RAO comes into force and takes effect immediately from the date referred to in Section 1.1.1 and continues until the earlier to occur of:

- a) The expiry of the RAO Term; or
- b) A review; or
- c) The withdrawal of SPEEDLINK COMMUNICATIONS's RAO in accordance with the terms of SPEEDLINK COMMUNICATIONS's RAO.

1.3.2 SPEEDLINK COMMUNICATIONS's RAO has no effect on contractual arrangements for the supply of Facilities and Services by SPEEDLINK COMMUNICATIONS to an Access Seeker prior to the Commencement Date unless such contractual arrangement is subsequently renegotiated and agreed between the Operators.

### **1.4 Amendment to SPEEDLINK COMMUNICATIONS's RAO**

1.4.1 SPEEDLINK COMMUNICATIONS may amend this RAO from time to time and SPEEDLINK COMMUNICATIONS within 20 business Days of making any changes to this RAO provide a copy of the amendments or an amended copy of the RAO to:

- a) The Access Seeker who is being provided with access to Facilities or Services; and
- b) The Access Seeker who has requested SPEEDLINK COMMUNICATIONS's RAO within the period of 3 months 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.

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

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

1.5.2 SPEEDLINK COMMUNICATIONS's shall comply with Sections 7.4.2 and 7.4.3 of the MSA Determination where it withdraws or varies SPEEDLINK COMMUNICATIONS's RAO pursuant to Section 1.5.1.

1.5.3 In addition to Section 1.5.2 above, SPEEDLINK COMMUNICATIONS's may give the Access Seekers to whom it is supplying Facilities and Services under SPEEDLINK COMMUNICATIONS RAO a notice of a variation or replacement of SPEEDLINK COMMUNICATIONS's RAO to effect such variations that are necessary or appropriate in the event of:

- a) The occurrence of a Legislative Event that materially affect the rights or obligations of SPEEDLINK COMMUNICATIONS under SPEEDLINK COMMUNICATIONS's RAO; or

- b) The occurrence of a Regulatory Event that relates to SPEEDLINK COMMUNICATIONS; or
  - c) A review by the Commission of the MSA Determination pursuant to Section 7.5 of the MSA Determination and which shall include a review by the Commission on the Mandatory Standard Access Pricing.
- 1.5.4 Notwithstanding Sections 1.5.1 to 1.5.3 above, SPEEDLINK COMMUNICATIONS may subject to Section 1.4 above, replace SPEEDLINK COMMUNICATIONS's RAO at any time.

## 1.6 Availability

- 1.6.1 SPEEDLINK COMMUNICATIONS's RAO shall be made available to an Access Seeker:
- a) On written request, at SPEEDLINK COMMUNICATIONS's principal place of business; and
  - b) On a publicly accessible website at [www.speedlink.com.my](http://www.speedlink.com.my)

## 1.7 Notices

Any notices or communications in respect of SPEEDLINK COMMUNICATIONS's RAO should be made in writing to

Attention : Chief Executive Officer's (CEO) Office  
Address : No. 23-3A, Mayang Plaza  
Jalan SS26/4,  
Taman Mayang Jaya  
47301 Petaling Jaya  
Selangor

Telephone : 03-7887 6028  
Facsimile : 03-7887 9028

## Chapter 2 – Definitions and Interpretation

### 2.1 Definitions

The following words have these meanings in this SPEEDLINK COMMUNICATIONS's Reference Access Offer unless the contrary intention appears: -

“**Act**” means the Communications and Multimedia Act 1998.

“**Access Agreement**” means an agreement:

- (a) entered into between SPEEDLINK COMMUNICATIONS and the Access Seeker pursuant to this RAO; or
- (b) which is commercially negotiated between the Operators,

whereby SPEEDLINK COMMUNICATIONS provides the requested Access Services to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with the Section 150 of the Act.

**“Access List Determination”** means the Commission Determination on Access List, Determination No. 2 of 2015 effective from 1<sup>st</sup> September 2015.

**“RAO Term”** means the period of three (3) years commencing from the date set out in Section 1.1.1 or such other period as may be specified by SPEEDLINK COMMUNICATIONS from time to time.

**“Access Request”** means a request made by the Access Seeker to SPEEDLINK COMMUNICATIONS for access to Facilities or Services and containing the information in section 4.1.3.

**“Access Provider”** means:

- a) network facilities provider who owns or provides network facilities listed in the Access List; or
- b) network services provider who provides network services listed in the Access List; who is a licensee as defined in the Act. For the purpose of this RAO, the Access Provider is SPEEDLINK COMMUNICATIONS.

**“Access Seeker”** means an Operator who:

- a) is a network facilities provider, network services provider, application service provider or content application service provider and who is a licensee as defined in the Act; and
- b) makes a written request for access to Facilities and/or Services.

**“Access Service”** means a service for the carriage of agreed Communication along SPEEDLINK COMMUNICATIONS's Facilities and services between the POIs/POPs.

**“Bank Guarantee”** means a guarantee executed and then be granted to SPEEDLINK COMMUNICATIONS on behalf of the Access Seeker, by a bank approved by the Access Provider and in a format acceptable to the Access Provider.

**“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 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 and Sunday or a public holiday.

**“Charges”** means the sums payable by the Access Seeker to SPEEDLINK COMMUNICATIONS for accessing and/or being provided the 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 confidential agreement entered into between SPEEDLINK COMMUNICATIONS and the Access Seeker in accordance with Section 5.3.8 of the MSA Determination which is provided in Annexure 3.

**“Creditworthiness Information”** means the information required by SPEEDLINK COMMUNICATIONS to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of SPEEDLINK COMMUNICATIONS's RAO and such other information as may be required from time to time.

**“Customer”** means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of Communications 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 SPEEDLINK COMMUNICATIONS's RAO.

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

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

**“Insurance Information”** means the insurance information required by SPEEDLINK COMMUNICATIONS pursuant to Section 4.4.

**“Interconnect Link”** means a physical link connecting the Networks of two Operators.

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

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

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

**“SPEEDLINK COMMUNICATIONS”** means SPEEDLINK COMMUNICATIONS Sdn. Bhd. and in SPEEDLINK COMMUNICATIONS's RAO, is the Access Provider unless otherwise stated.

**“Legislative Event”** means:

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

**“Licence”** means an individual licence 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 SPEEDLINK COMMUNICATIONS 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.

**“MSA Determination”** means Commission Determination on the Mandatory Standard on Access (Determination No. 3 of 2016 and/or as may be modified or varied by the Commission from time to time under Section 56 of the Act.

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

**“Network Capacity”** means equipment and facilities required to be installed in SPEEDLINK COMMUNICATIONS' Network for use in the provision of one or more Access Services but do not include Interconnect Link.

**“Network Conditioning”** means the conditioning, equipping and installation of facilities at SPEEDLINK COMMUNICATIONS's Network to enable the provision of one or more Access Services.

**“Operators”** means SPEEDLINK COMMUNICATIONS and the Access Seeker collectively.

**“Other Operator”** means either:



- a) SPEEDLINK COMMUNICATIONS; or
- b) The Access Seeker, as the context requires.

**“Point of Interconnect”** or **“POI”** means any technically feasible point which demarcates the Network of SPEEDLINK COMMUNICATIONS 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.

**“Regulatory Event”** means:

- a) The declaration, modification, variation or revocation of the MSA Determination;
- b) The giving of a lawful direction to SPEEDLINK COMMUNICATIONS by the Commission relating to SPEEDLINK COMMUNICATIONS's RAO; and/or
- c) The giving of a lawful direction to SPEEDLINK COMMUNICATIONS by the Minister relating to SPEEDLINK COMMUNICATIONS's RAO.

**“Review”** means a review of the MSA Determination pursuant to Section 6.5 of the MSA Determination and a review of the Mandatory Standard on Access Pricing.

**“RM”** means Ringgit Malaysia which shall be the monetary currency used in SPEEDLINK COMMUNICATIONS' RAO unless otherwise provided.

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

- a) In the form of a Bank Guarantee, deposited with SPEEDLINK COMMUNICATIONS in accordance with Section 4.3 for the supply of Facilities or Services; and
- b) 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 SPEEDLINK COMMUNICATIONS's RAO.

**“Service Ordering Procedures”** means the procedures governing the forecasting, planning and ordering of relevant Facilities and Services as set out in Chapter 4.

**“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 Interpretations**

In SPEEDLINK COMMUNICATIONS's RAO except where the contrary intention appears;

- a) The singular includes the plural and vice versa; and
- b) A document includes all amendments or supplements to that document, or replacements or novations of it; and
- c) 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
- d) A reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- e) A reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- f) 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
- g) A reference to a related body corporate of an Operator has the same meaning as in the Companies Act 1965; and
- h) A reference to a third party is a reference to a person who is not a party to SPEEDLINK COMMUNICATIONS's RAO; and
- i) 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 SPEEDLINK COMMUNICATIONS's Network but does not include any Communication for which the Access Service is provided with the assistance a third party's Facilities or Services; and
- j) 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 SPEEDLINK COMMUNICATIONS's RAO; and
- k) Headings are included for convenience and do not affect the interpretation of SPEEDLINK COMMUNICATIONS's RAO

## **Chapter 3 – Principles of Access and Interconnection**

### **3.1 Application of SPEEDLINK COMMUNICATIONS's RAO**

SPEEDLINK COMMUNICATIONS's RAO sets out the terms and conditions upon which Access Seekers may access SPEEDLINK COMMUNICATIONS's Facilities and/or Services. SPEEDLINK COMMUNICATIONS's RAO applies only to the Facilities and/or Services.

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

3.2.1 SPEEDLINK COMMUNICATIONS shall at its discretion and in a manner consistent with the Licence(s) granted (and the licence 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).

3.2.2 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 licence and/or;
- b) An individual network services provider licence and/or;
- c) An individual content applications services provider licence;

3.2.3 And such individual licences 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.

3.2.4 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.

3.2.5 Consistent with Government policy and Determination by the Commissions (and its predecessor), where SPEEDLINK COMMUNICATIONS provides the Access Seeker with access to the Facilities and/or Services pursuant to Section 3.2.1, 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.

### **3.3. Standard Access Obligations**

#### **3.3.1 Access Terms and Conditions**

Subject to Sections 3.2, SPEEDLINK COMMUNICATIONS 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.

#### **3.3.2 Principles of non-discrimination**

In supplying a Facility and/or Service, SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS to the Access Seeker shall be consistent with:

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

### 3.3.3 Customer Principles

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

## 3.4 Negotiation Principles

### 3.4.1 Good faith and Dispute Resolution

Each party shall co-operate, in good faith and commercially reasonable manner, in negotiating and implementing the terms of the Access Agreement and use all reasonable endeavours to resolve any disputes arising from or in connection with SPEEDLINK COMMUNICATIONS's RAO.

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

### 3.4.2 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 SPEEDLINK COMMUNICATIONS's RAO in accordance with the Confidentiality Agreement signed between the parties.

## Chapter 4 – Access Request Procedures

### 4.1 Application for Access to Services

4.1.1 Where an Access Seeker makes a request to SPEEDLINK COMMUNICATIONS to supply Facilities or Services, the Access Seeker shall serve an Access Request on SPEEDLINK COMMUNICATIONS.

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

4.1.3 The Access Request must:

- a) Contain the name and contact details of the Access Seeker,
- b) Specify the Facilities or Services in respect of which access is sought;
- c) indicate whether the Access Seeker wishes to accept SPEEDLINK COMMUNICATIONS's RAO or negotiate an Access Agreement

- d) Contain the information (if any) as set out in Section 5.3.7 of the MSA Determination that the Access Seeker reasonably requires SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS;
- f) Specify forecasts of the capacity which the Access Seeker reasonably requires, having regards to SPEEDLINK COMMUNICATIONS's disclosed provisioning cycle and forecasting as described herein;
- g) Provide the relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect SPEEDLINK COMMUNICATIONS's Network;
- h) Contain confirmation that the Access Seeker is not currently being supplied with the requested Facility or Service;
- i) Specify the type of communications licenses held by the Access Seeker and a copy of the license where a copy had not been previously provided;
- j) Contain Creditworthiness Information as set out in Section 4.2;
- k) Be accompanied by a Security Sum as set out in Section 4.3;
- l) Contain Insurance Information as set out in Section 4.4;
- m) Contain relevant technical information relating to the interface standards of the Access Seeker; and
- n) Such other information that SPEEDLINK COMMUNICATIONS may reasonably request.

## **4.2 Creditworthiness Information**

4.2.1 The Creditworthiness Information that is required to accompany an Access Request includes but shall not be limited to:

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

4.2.2 The Creditworthiness information shall commensurate with a commercially reasonable estimate of the charges that will be incurred by SPEEDLINK COMMUNICATIONS over the minimum period of access to facilities and/or services to be provided by SPEEDLINK COMMUNICATIONS in an Access Agreement.

### **4.3 Security Sum**

4.3.1 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.

### **4.4 Insurance Information**

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

- a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees or in connection with the work covered by the Access Agreement that may be entered and/or their dependants; and
- b) Comprehensive General Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) 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.

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

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

4.5.1 Acknowledgement of Receipt of Access Request

Subject to Section 4.10, SPEEDLINK COMMUNICATIONS 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 or Services in accordance with SPEEDLINK COMMUNICATIONS's RAO.

Subject to the additional information being received by SPEEDLINK COMMUNICATIONS within twenty (20) Business days from the date of request, SPEEDLINK COMMUNICATIONS shall reconsider the Access Request in accordance with this Section 4.5.1 upon receipt of such additional information.

4.5.2 Non-refundable resource

4.5.2.1 In accordance with Section 5.7.28 of the MSA Determination SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities and Services for the purposes of interconnection.

- 4.5.2.2 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 SPEEDLINK COMMUNICATIONS is required to allocate manpower and resources for the same. Such non-refundable processing fee is only applicable to requested Facilities and Services that can be offered and made available by SPEEDLINK COMMUNICATIONS. 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, SPEEDLINK COMMUNICATIONS 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.
- 4.5.2.3 If the Access Seeker does not proceed with the Access Request accepted by SPEEDLINK COMMUNICATIONS, the processing fees will not be refunded to the Access Seeker. However, if the Access Seeker proceeds with the Access Request accepted by SPEEDLINK COMMUNICATIONS, the processing fee will be set-off against the Charges for the requested Facilities and Services after acceptance of the Access Request by SPEEDLINK COMMUNICATIONS

#### **4.6 Assessment of Access Request**

##### **4.6.1 Reason for Refusal**

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

- a) In SPEEDLINK COMMUNICATIONS's reasonable opinion, the Access Seeker's Access Request was not made in good faith and SPEEDLINK COMMUNICATIONS shall set out the basis on which the Access Request was not made in good faith;
- b) In SPEEDLINK COMMUNICATIONS's reasonable opinion, the Access Request does not contain the information reasonably required by SPEEDLINK COMMUNICATIONS's RAO provided that SPEEDLINK COMMUNICATIONS has sought the information from the Access Seeker under Section 4.5.1 of SPEEDLINK COMMUNICATIONS's RAO and has not received that information within twenty (20) Business Days of making such a request;
- c) SPEEDLINK COMMUNICATIONS does not currently supply or provide access to the requested Facilities or Services to itself or to any third parties, except where the Access Seeker compensates SPEEDLINK COMMUNICATIONS for the supply of access to such Facilities or Services;
- d) It is not technically feasible to provide access to the requested Facilities or Services;
- e) SPEEDLINK COMMUNICATIONS has insufficient capacity to provide the requested Facilities or Services;

- f) There are reasonable grounds in SPEEDLINK COMMUNICATIONS's opinion to believe that the Access Seeker would fail, to make timely payment for the supply of the relevant Facility or Service; or
- g) There are reasonable grounds in SPEEDLINK COMMUNICATIONS's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities or Services; or
- h) There are reasonable grounds for SPEEDLINK COMMUNICATIONS to refuse access in the national interest; or
- i) The access is being sought to facilities and/or services which are not in the Access List Determination.

#### 4.6.2 Determination of technical infeasibility

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

#### 4.6.3 Determination of capacity constraints

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

#### 4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities or Services listed in the Access List Determination.

Example of reasonable grounds for SPEEDLINK COMMUNICATIONS's belief as mentioned in Section 4.6.1 (f) includes evidence that the Access Seeker is not in the reasonable opinion of SPEEDLINK COMMUNICATIONS creditworthiness.

#### 4.6.5. Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities or Services listed in the Access List Determination.

Example of reasonable grounds for SPEEDLINK COMMUNICATIONS's belief as mentioned in Section 4.6.1(g) include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Facilities or Services have been provided (whether or not by SPEEDLINK COMMUNICATIONS).

#### 4.6.6 Assessment of Creditworthiness

##### 4.6.6.1 In determining the creditworthiness of the Access Seeker, SPEEDLINK COMMUNICATIONS may have regard to, but is not limited to the matters referred to in Section 4.2.

##### 4.6.6.2 In determining the creditworthiness of the Access Seeker, SPEEDLINK COMMUNICATIONS shall not take into account amounts outstanding for Facilities or Services previously provided by SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to SPEEDLINK COMMUNICATIONS and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

### 4.7 Notification of Rejection to the Access Seeker



4.7.1 Where SPEEDLINK COMMUNICATIONS rejects the Access Request, SPEEDLINK COMMUNICATIONS shall:

- a) Promptly notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to Section 4.5.1, as the case may be;
- b) Provide reasons for rejection under Section 4.6.1 above to the Access Seeker;
- c) Provide the basis for SPEEDLINK COMMUNICATIONS's rejection of the Access Request; and
- d) Indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representatives of SPEEDLINK COMMUNICATIONS will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request SPEEDLINK COMMUNICATIONS to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in Section 4.6.1(e), SPEEDLINK COMMUNICATIONS must identify when additional capacity is likely to be available.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7.1(d), either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

#### **4.8 Acceptance of Access Request**

4.8.1 Where SPEEDLINK COMMUNICATIONS agrees to provide access to Facilities or Services to the Access Seeker in accordance with SPEEDLINK COMMUNICATIONS's RAO, SPEEDLINK COMMUNICATIONS shall within ten (10) Business Days of such response under Section 4.5.1(b), provide the Access Seeker with two copies of the executed Model Access Agreement, for execution by the Access Seeker.

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

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

- a) Security Sum has been provided in accordance with Section 4.1 and 4.3; and
- b) Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

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

4.9.1 Pursuant to Section 4.8.2, where the Access Seeker wishes to negotiate an Access Agreement, SPEEDLINK COMMUNICATIONS will set out in its response to the Access Seeker:

- a) The names of personnel of SPEEDLINK COMMUNICATIONS's representatives in the negotiations and in respect of those personnel:

- i. his or her contact details;
  - ii. his or her job title; and
  - iii. details of his or her availability for the access negotiations;
- b) The identity of the negotiating team leader, and SPEEDLINK COMMUNICATIONS shall ensure that the negotiating team leader shall have authority to make binding representations on behalf of SPEEDLINK COMMUNICATIONS in relation to matters arising from the negotiations (subject to final approval from SPEEDLINK COMMUNICATIONS's Chief Executive Officer, if required)
  - c) The information which is reasonably required from the Access Seeker for the purposes of negotiations;
  - d) Date and time not later than fifteen (15) Business Days from the date of the Access Seeker's response, at which SPEEDLINK COMMUNICATIONS's representatives will be available for the initial meeting with the representatives of the Access Seeker.
  - e) One copy of the executed Confidentiality Agreement in accordance with Section 4.1.3(h) that has also been properly executed by the Operators.

## **Chapter 5 – Forecast, Ordering and Provisioning Obligations**

### **5.1 Forecast Obligations**

#### **5.1.1 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;
- c) Network and/or operational area

#### **5.1.2 Confirmation of Forecast**

In the event Access Provider incurs significant costs to ensure that access can be provided in accordance with the Forecast, SPEEDLINK COMMUNICATIONS 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 5.2 will apply.

#### **5.1.3 Forecast Request**

SPEEDLINK COMMUNICATIONS may request an Access Seeker to provide, with a sufficient level of detail to enable SPEEDLINK COMMUNICATIONS to carry out Network planning, the following information (forecast information): -

- a) The Facilities or Services or both 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 SPEEDLINK COMMUNICATIONS own planning and provisioning cycles and the Forecasting requirements which apply to the Access Seeker's own business units in using the relevant Facilities or Services; and
  - ii. Shall be no longer than one year, unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities or Services.
- c) The intervals or units of time to be used in making the Forecast, which shall be no longer than (3) months unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities or Services;
  - d) The Network area or operational area to which Forecast shall relate which area shall correspond to that which SPEEDLINK COMMUNICATIONS uses for its own Network planning;
  - e) The frequency with which a Forecast shall be updated or further Forecast made, which shall not be more frequently than every 3 months unless reasonably justified on grounds of the special Network management requirements of the relevant Facilities or Services; and
  - f) Such other information that SPEEDLINK COMMUNICATIONS reasonably requires in order providing access to Facilities or Services requested by the Access Seeker.

#### 5.1.4 Forecast Provision

SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS notifies the Access Seeker in writing that it withdraws the relevant Forecast Request.

#### 5.1.5 Use of Forecast Information

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

- a) The Access Provider's wholesale or interconnection group; or
- b) That part of the Network engineering group of the SPEEDLINK COMMUNICATIONS responsible for interconnection

For the purposes of responding to and planning for the Forecast, SPEEDLINK COMMUNICATIONS must maintain records that indicate which persons are provided with access to Forecasts information.

#### 5.1.6 Distribution of Forecast Information

SPEEDLINK COMMUNICATIONS may only distribute Forecast Information of an Access Seeker outside the people necessary for the purpose referred to in section 5.1.5 if:

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

#### 5.1.7 Time for acceptance

SPEEDLINK COMMUNICATIONS shall notify the Access Seeker:

- a) Within five (5) Business Days of receiving the Forecast if SPEEDLINK COMMUNICATIONS considers that the Forecast does not comply with a Forecast Request; specifying in that notice the additional information which the Access Seeker is to provide; and
- b) Within fifteen (15) Business Days of receiving a Forecast which complies with the Forecast Request, that the Forecast is accepted.

#### 5.1.8 Reasons for Rejection

SPEEDLINK COMMUNICATIONS may only reject a Forecast where SPEEDLINK COMMUNICATIONS reasonably believes that the Forecast is inaccurate, having regarded to:

- a) Total current usage of the Facilities or Services;
- b) The current rate of growth of the Access Seeker's usage of the Facilities or Services
- c) The current rate of growth of total usage of the Facilities or Services; and
- d) The amount of capacity in the Facilities or Services that SPEEDLINK COMMUNICATIONS currently has available and can reasonably provision over the Forecast period, which shall be at least equivalent than that which SPEEDLINK COMMUNICATIONS can reasonably provision for itself.

#### 5.1.9 Time for Rejection

SPEEDLINK COMMUNICATIONS shall give notice of any rejection to the Access Seeker:

- a) Within fifteen (15) Business Days of receipt of the relevant Forecast; and
- b) Such notice of rejection must specify;
  - i. The grounds on which the SPEEDLINK COMMUNICATIONS rejects the Forecast in accordance with subsection 5.1.8 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 notice of rejection of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between SPEEDLINK COMMUNICATIONS and Access Seeker if the offer is accepted by the Access Seeker (Rejection Notice).

#### 5.1.10 Reconsideration by Access Seeker

SPEEDLINK COMMUNICATIONS 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 regards the Forecast as being reasonable; or
- b) To submit a new forecast which the Access Seeker regards as meeting the SPEEDLINK COMMUNICATIONS concerns.

#### 5.1.11 Reconsideration by SPEEDLINK COMMUNICATIONS

SPEEDLINK COMMUNICATIONS shall reconsider any amended Forecast provided pursuant to subsection 5.1.7, subsection 5.1.8, subsection 5.1.9 and subsection 5.1.10 shall re-apply.

#### 5.1.12 Recovery for over-Forecasting

SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS.
- b) SPEEDLINK COMMUNICATIONS reasonably seeks to mitigate its loss over a six month period (including through its own usage); and
- c) SPEEDLINK COMMUNICATIONS only recovers from the Access Seeker 75% of such costs and expenses which could not be mitigated under paragraph 5.1.12(b) above.

#### 5.1.13 Meeting Forecast

Subject to subsection 5.1.7 to 5.1.9, SPEEDLINK COMMUNICATIONS shall carry out network planning in order to enable the Forecast Requested to be met. If an Access Seeker has confirmed a forecast under subsection 5.1.2, it will be binding on the Access Seeker.

## **5.2 Ordering and Provisioning Obligations**

### 5.2.1 Contact Point

SPEEDLINK COMMUNICATIONS shall designate a person to whom Orders for access to Facilities and Services are to be delivered and shall notify the Access Seeker of the designated person from time to time.

### 5.2.2 Order Content

Prior to access being provided, SPEEDLINK COMMUNICATIONS may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. SPEEDLINK COMMUNICATIONS may request an Access Seeker to fill up a Service Order Form in Annexure 1. 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 time for delivery
- c) The location of the points of delivery
- d) Equipment of the Access Seeker to be used in connection with the Order; and
- e) Such other information that SPEEDLINK COMMUNICATIONS reasonably requires in order for it to plan for the provision of access to the Facilities and Services as requested by the Access Seeker.

#### 5.2.3 Use of ordering information

Ordering Information provided by the Access Seeker shall be treated by SPEEDLINK COMMUNICATIONS 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.

#### 5.2.4 Treatment of Order and Service Qualifications

SPEEDLINK COMMUNICATIONS shall give the same priority to the handling of Orders from the Access Seeker and any Service Qualification that may be required for that Access Seeker as it gives to its own Orders and Service qualifications and any Orders and Services Qualifications that may be required Customers who are similarly situated to the Access Seeker in all relevant respects.

#### 5.2.5 Acknowledgement of Receipt

SPEEDLINK COMMUNICATIONS shall acknowledge receipt of the Order, in writing (or any other material or electronic form agreed by the parties) within two (2) Business Days of receipt of an Order from Access Seeker.

#### 5.2.6 Notice of Receipt

SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS from the Access Seeker to clarify the Order;
- c) If the relevant Facilities or Services are below the capacity required to provide the relevant Facilities and Services, SPEEDLINK COMMUNICATIONS shall inform the Access Seeker of the available capacity and timeframe for fulfilment of the Order;
- d) Whether SPEEDLINK COMMUNICATIONS needs to perform post-Order Service Qualification because information is not readily available to SPEEDLINK COMMUNICATIONS together with the reasons for needing to undertake the Service Qualification; and
- e) The position of the Order in SPEEDLINK COMMUNICATIONS' queue.

#### 5.2.7 Further Information

SPEEDLINK COMMUNICATIONS shall allow the Access Seeker a period of up to fourteen (10) Business Days after a request for additional information to provide SPEEDLINK

COMMUNICATIONS with such additional reasonable information that is reasonably to clarify an Order.

#### 5.2.8 Service Qualifications

SPEEDLINK COMMUNICATIONS shall only conduct Service Qualifications if:

- a) No pre-Order Service Qualification has been completed in accordance with the process to be developed under Access Request;
- b) SPEEDLINK COMMUNICATIONS reasonably require information from such Service Qualifications which is not readily available; and
- c) SPEEDLINK COMMUNICATIONS notifies the Access Seeker that such Service Qualifications are necessary within five (5) Business Days of receiving the Order Date, or if further information has been requested under subsection 5.2.7 within five (5) Business Days of the expiry of the period in subsection 5.2.7, together with the reasons for such Service Qualifications.

For clarification, an Access Seeker may also seek the consent of SPEEDLINK COMMUNICATIONS to perform a Service Qualification itself, and such consent shall not be unreasonably withheld.

#### 5.2.9 Completion of Service Qualification

SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS performs and notifies the result of an equivalent Service Qualification undertaken by us.

#### 5.2.10 Withdrawal of Order following Service Qualifications

SPEEDLINK COMMUNICATIONS shall permit an Access Seeker to withdraw its Order without penalty before the earlier of:

- a) within ten (10) Business Days after the Access Seeker receiving the result of a Service Qualification under subsection 5.2.9; or
- b) One (1) Business Day before SPEEDLINK COMMUNICATIONS commences civil works to provision the Order (where the civil works are required to provision the facility and/or service within the delivery timeframe specified in the notice of acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by SPEEDLINK COMMUNICATIONS, which may be in the form of a Notice of Acceptance if civil works is to occur after SPEEDLINK COMMUNICATIONS has accepted the Order.

#### 5.2.11 Acceptance Obligation

SPEEDLINK COMMUNICATIONS shall use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and Services which comply with a Forecast accepted by SPEEDLINK COMMUNICATIONS pursuant to subsection 5.1.7(b).

#### 5.2.12 Time for acceptance/rejection

SPEEDLINK COMMUNICATIONS must notify the Access Seeker than an Order is accepted or rejected within:

- a) the specified timeframe in the service specific obligations set out in section 6 of the MSA for the purposes of this subsection 5.2.12; or
  - b) the timeframe within which we accept or reject your equivalent Orders,
- whichever is shorter.

#### 5.2.13 Notice of acceptance

SPEEDLINK COMMUNICATIONS notice of acceptance to the Access Seeker must contain the following information:

- a) The delivery date which must be the date is requested by the Access Seeker or if the date cannot be met by SPEEDLINK COMMUNICATIONS shall be no later than indicate delivery timeframes set out in subsection 5.2.14;
- b) The date when civil works (if any) are intended to commence;
- c) The charges applicable to fulfilment of the Order;
- d) Such information as is reasonably necessary for the Access Seeker to benefit from access to the network services and network facilities; and
- e) A validity period of the acceptance of the Order which shall be no less than three (3) months after acceptance.

#### 5.2.14 Indicative delivery times

For the purposes of Section 5.2.13 (a) the indicative delivery timeframes shall not be later than:

- a) The indicative delivery timeframe or activation timeframe specified in the service specific obligations set out in section 6 of the MSA; or
- b) The period of time taken by SPEEDLINK COMMUNICATIONS to deliver, or activate, such facilities and/or services for itself,

Whichever is shorter.

#### 5.2.15 Access Seeker Confirmation

- a) The Access Seeker's confirmation of an Order is not required if SPEEDLINK COMMUNICATIONS accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceed, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before SPEEDLINK COMMUNICATIONS can proceed with the Order.
- b) Where the Access Seeker's confirmation is required for SPEEDLINK COMMUNICATIONS to proceed with fulfilling an Order as provided under subsection



5.2.15 (a) above shall be extended for a further period as may be reasonably necessary by SPEEDLINK COMMUNICATIONS.

#### 5.2.16 Estimated Charges

If the notice of acceptance provided by SPEEDLINK COMMUNICATIONS under subsection 5.2.13 contains estimates of charges (e.g. based on time and materials):

- a) SPEEDLINK COMMUNICATIONS shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
  - i. The estimate will likely be exceeded
  - ii. An explanation of the reasons for exceeding the estimate; and
  - iii. A further estimate of the charges for the work necessary to fulfil the Order.
- b) SPEEDLINK COMMUNICATIONS shall permit the Access Seeker to withdraw the Order without penalty if the revised exceeds the original estimate by more than 10% of the original estimate within ten (10) Business Days of the notice given by SPEEDLINK COMMUNICATIONS under subsection 5.2.16(a).
- c) Where the actual cost incurred by SPEEDLINK COMMUNICATIONS exceeds an estimate or revised estimate for the specific scope of work provided by SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS for the actual cost incurred.
- d) SPEEDLINK COMMUNICATIONS shall commence work after the Access Seeker confirms it is agreeable to the estimate or revised estimate, such confirmation to be provided by the Access Seeker within the timeframe set out in subsection 5.2.13(3) or 5.2.16 (b), as applicable.

#### 5.2.17 Reasons for rejection

SPEEDLINK COMMUNICATIONS may only reject an Order from an Access Seeker where:

- a) It is not technically feasible to provide access to the Facilities or Services requested by the Access Seeker;
- b) SPEEDLINK COMMUNICATIONS has insufficient capacity to provide the requested Facilities or Services;
- c) Subject to Section 5.2.19, 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 SPEEDLINK COMMUNICATIONS (e.g. Facilities access for 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 SPEEDLINK COMMUNICATIONS's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with this Agreement); or

- g) There are grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities 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 SPEEDLINK COMMUNICATIONS's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirement)..

#### 5.2.18 Notice of rejection

SPEEDLINK COMMUNICATIONS notice of rejection to the Access Seeker must:

- a) Set out the grounds on which SPEEDLINK COMMUNICATIONS 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

#### 5.2.19 Order in excess of Forecast

Notwithstanding paragraph 5.2.17(b), SPEEDLINK COMMUNICATIONS must use its reasonable efforts to provide sufficient capacity to enable SPEEDLINK COMMUNICATIONS to accept and fulfil Orders from an Access Seeker for Facilities or Services or both which are in excess of the relevant Forecast.

SPEEDLINK COMMUNICATIONS is only required to do so if the meeting the Forecasts requirement of other Operators and of its own business units, there is available capacity or SPEEDLINK COMMUNICATIONS could readily upgrade existing capacity. SPEEDLINK COMMUNICATIONS shall allocate the available capacity on a non-discriminatory basis.

#### 5.2.20 Required extra capacity

SPEEDLINK COMMUNICATIONS may require an Access Seeker to procure such additional capacity on the Access Seeker's side of the Network as SPEEDLINK COMMUNICATIONS, in good faith and reasonably estimates may be required by the Access Seeker to meet demand.

Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, SPEEDLINK COMMUNICATIONS must notify the Access Seeker in writing and the Access Seeker and SPEEDLINK COMMUNICATIONS must meet no later than 5 Business days after receipt of the notice from SPEEDLINK COMMUNICATIONS) to attempt to identify alternative sources of capacity. If the matter cannot be resolved within 10 Business Days of the date of that meeting, SPEEDLINK COMMUNICATIONS may bar or block calls to the Access Seeker's network to extent necessary to minimize congestion within the SPEEDLINK COMMUNICATIONS's Network.

#### 5.2.21 Other uses

SPEEDLINK COMMUNICATIONS 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.

#### 5.2.22 Delivery dates

SPEEDLINK COMMUNICATIONS shall deliver the ordered access to Facilities or Services by the date specified in the notice of acceptance (as provided under subsection 5.2.13)

#### 5.2.23 Early delivery dates

If SPEEDLINK COMMUNICATIONS 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 or Services or both at earlier delivery date.

#### 5.2.24 Delayed delivery dates

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

(a) T  
the delay is caused by SPEEDLINK COMMUNICATIONS:

- i. Notify an Access Seeker of the delay to a delivery date and the revised delivery date, together with the reasons for the delay, as soon as practicable after SPEEDLINK COMMUNICATIONS becomes aware of the possible delay;
- ii. Permit the Access Seeker notified under paragraph 5.2.24 (a) above to cancel the Order without penalty if the delay is longer than fourteen (14) days; and
- ii. the delivery date shall be extended for a further period as reasonably necessary, and SPEEDLINK COMMUNICATIONS shall promptly notify the Access Seeker of the revised delivery date; or

(b) Where the delay is caused by the Access Seeker:

- i. SPEEDLINK COMMUNICATIONS shall notify the Access Seeker of the delay to the delivery date as soon as practicable after SPEEDLINK COMMUNICATIONS becomes aware of it;
- ii. SPEEDLINK COMMUNICATIONS and the Access Seeker must work together to minimise the delay; and
- iii. The delivery date shall be extended for a further period as reasonably necessary, and SPEEDLINK COMMUNICATIONS shall promptly notify the Access Seeker of the revised delivery date.

#### 5.2.25 Cancellation and variation of Orders

SPEEDLINK COMMUNICATIONS shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 5.2.26.

#### 5.2.26 Cancellation penalty

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

- (a) SPEEDLINK COMMUNICATIONS may impose a charge for the cancellation or variation of the Order; and
- (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
  - (i) the sum of costs necessarily incurred by SPEEDLINK COMMUNICATIONS which is directly attributable to the cancellation or variation; or
  - (ii) an amount equal to the sum of charges that would have been payable by SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS used its best endeavours to do so.

#### 5.2.27 Testing and provisioning

SPEEDLINK COMMUNICATIONS shall:

- a) Co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities or Services or both; and
- b) Treat an Access Seeker's testing and provisioning on an equivalent basis to that which SPEEDLINK COMMUNICATIONS treats itself.

#### 5.2.28 Resource charge

SPEEDLINK COMMUNICATIONS may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by SPEEDLINK COMMUNICATIONS for allocation of manpower and other resources to enable the Access Seeker to test and provide a new Facilities and Services for purposes of interconnection.

#### 5.2.29 Queuing policy

SPEEDLINK COMMUNICATIONS shall establish and demonstrate and maintain a queuing policy system 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 test the Orders and Service Qualifications of Access Seekers on an equivalent basis to that which the Access Provider treats Orders and Service Qualifications for itself the same or similar facilities and/or services; and
- c) Shall seek to maximize the efficiency of its Ordering and provisioning process.

#### 5.2.30 Acceptance on queue

SPEEDLINK COMMUNICATIONS shall promptly notify an Access Seeker at the time of providing an acknowledgement of receipt of the Order under subsection 5.2.5 of their acceptance of, and position in, SPEEDLINK COMMUNICATIONS' queue.

#### 5.2.31 Constrained capacity

If SPEEDLINK COMMUNICATIONS reasonably believes that the capacity in any Facilities or Services required by:

- a) The Access Seeker pursuant to the relevant Forecast;
- b) Other Access Seeker, pursuant to their relevant Forecasts; and
- c) SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS will be in a position to be able to provide, SPEEDLINK COMMUNICATIONS must:

- i. Notify the Access Seeker and other persons to whom relevant capacity is supplied; and
- ii. Allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with SPEEDLINK COMMUNICATIONS Capacity Allocation Policy.

#### 5.2.32 Capacity Allocation Policy

If SPEEDLINK COMMUNICATIONS claims or likely to claim that it has insufficient capacity to meet an Access Seeker's Forecast or Order, SPEEDLINK COMMUNICATIONS shall maintain a Capacity Allocation Policy which:

- a) Shall be disclosed, free of charge, to the relevant Access Seeker and/or Commission on request;
- b) Shall set out principles in accordance with which SPEEDLINK COMMUNICATIONS shall determine how to allocate capacity between itself (including its related bodies corporate) and other Operator or Operators, in circumstances where the amount of capacity available is less than the aggregate of capacity required by SPEEDLINK COMMUNICATIONS, its related bodies corporate and other Operator or Operators, shall;
  - i. Be fair and reasonable;
  - ii. Be consistent, so far as practicable with SPEEDLINK COMMUNICATIONS general duty of non-discrimination in accordance with subsection 149(2) of the Act;
  - iii. Treat the requirement of the Access Seeker and third parties on an equivalent basis to SPEEDLINK COMMUNICATIONS own requirement; and
  - iv. Allocate the available capacity in the relevant Facilities or Services or both in proportion to each Operator's Forecast requirement.

#### 5.2.33 Late delivery

If SPEEDLINK COMMUNICATIONS fails to meet any timeframe in subsection 5.2.14 with respect to the delivery of access to Facilities or services pursuant to an Order made in accordance with subsection 5.2 except where such failure has been caused solely by the Access Seeker's delay, that SPEEDLINK COMMUNICATIONS shall without limitation to any other rights the Access Seeker may have under subsection 5.2 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 or services over a period equal to the period of SPEEDLINK COMMUNICATIONS delay. If SPEEDLINK COMMUNICATIONS alleges that a failure has been caused solely by the Access Seeker's delay or lack of authorisation by a third party, the Access Provider shall have the burden of demonstrating:

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

## Chapter 6 – List of Access Services

### Section A –List of Facilities/Services

#### 6.1 General

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

#### 6.2 The followings are the Facilities/Services which may be provided by SPEEDLINK COMMUNICATIONS:

Item	Facilities/Services	Capacities/ Size
1.	Trunk Transmission Service:  i. Bandwidth	(a) 2 Mbps (b) 34 Mbps (c) 45 Mbps (d) 155 Mbps (STM1) to 10 Gbps (STM-64) (e) Metro-E (1 Mbps to 10 Gbps)
2.	End-to-End Transmission Service	(a) 2 Mbps (b) 34 Mbps (c) 45 Mbps (d) 155 Mbps (STM1) to 10 Gbps (STM-64) (e) Metro-E (1 Mbps to 10 Gbps)
3.	Network Co-Location Service	Full Rack (42U) Half Rack (21U) Rack Space (per U)
4.	Ducts and Manholes	

## **Section B - Facilities/Service Description**

### **6.3 Trunk Transmission Services**

Section 6.3 sets out the specific terms and conditions which are applicable to SPEEDLINK COMMUNICATIONS's Trunk Transmission Service which may be provided by SPEEDLINK COMMUNICATIONS to the Access Seeker.

- (a) Trunk Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points (not being Customer transmission points) via network interface at such transmission rates as may be agreed between SPEEDLINK COMMUNICATIONS and the Access Seeker on a permanent or virtual basis.
- (b) Network interfaces may use any technology as may be agreed between SPEEDLINK COMMUNICATIONS and the Access Seeker.
- (c) The functionalities of the Trunk Transmission Service may include:
  - (i) transmission and switching (whether packet or circuit);
  - (ii) the signalling required to support the technology or to provide a service;
  - (iii) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
  - (v) a digital protocol (including Internet Protocols).
- (d) A technically feasible network transmission point in Paragraph (a) may include a submarine cable or satellite link between Sabah and Sarawak and Peninsular Malaysia, submarine cable landing centre or an earth station.
- (e) The Trunk Transmission Service maybe for the carriage of Communications which comprise of content applications service.
- (f) For the purposes of this Section 6.3, an Access Seeker includes (but is not limited to) a network facilities provider or network service provider which is only authorised to provide limited (e.g. in the last mile) network facilities or network service, but wishes to acquire the Trunk Transmission Service in order to connect its limited network facilities or network services.

#### **6.3A Provisions of Trunk Transmission Services**

##### **6.3A.1 Trunk Transmission Service**

- (a) Subject to the Access Seeker complying with the Ordering and Provisioning Obligations in Chapter5, SPEEDLINK COMMUNICATIONS will provide Trunk Transmission Service requested by the Access Seeker in accordance with SPEEDLINK COMMUNICATIONS's RAO and the Access Agreement including the terms and conditions in Chapter 8.
- (b) Where the Access Seeker leases Trunk Transmission Service from SPEEDLINK COMMUNICATIONS, SPEEDLINK COMMUNICATIONS's Equipment can be co-located in the Access Seeker's premises in accordance with Chapter 8.

- (c) The Access Seeker shall provide SPEEDLINK COMMUNICATIONS reasonable access to its premises when SPEEDLINK COMMUNICATIONS reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of Trunk Transmission Service by SPEEDLINK COMMUNICATIONS.
- (d) SPEEDLINK COMMUNICATIONS shall ensure Trunk Transmission Services conform to the QoS Standards and Technical Specifications, subject to the Access Seeker's use of those Transmission Services in accordance with the Technical Specifications and other agreed requirements.
- (e) The minimum period in which the Access Seeker may lease Trunk Transmission Services is one (1) year.
- (f) The Access Seeker shall pay to SPEEDLINK COMMUNICATIONS for Trunk Transmission Services stated in this Section 6.3 provided by SPEEDLINK COMMUNICATIONS, Charges in accordance with the applicable provisions set out in Chapter 10.

#### 6.3A.2 Charging Principles for Access Services

Please refer to Chapter 10 on the details of charges and charging principles for the Facilities and Services offered by SPEEDLINK COMMUNICATIONS.

### 6.4 End-to-End Transmission Service

This Section sets out the specific terms and conditions which are applicable to SPEEDLINK COMMUNICATIONS' End-to-End Transmission Service which may be provided by SPEEDLINK COMMUNICATIONS to the Access Seeker.

- (a) End-to-End Transmission Service is a Facility and/or Service for the carriage of communications between:
  - (i) Two (2) End User locations;
  - (ii) Between two (2) Access Seeker Points of Presence; or
  - (iii) Between one (1) End User location and one (1) Access Seeker Point of Presence,via such network interface at such transmission rates as may be agreed between SPEEDLINK COMMUNICATIONS and the Access Seeker on a permanent or virtual basis.
- (b) Network interface may use any technology as may be agreed between SPEEDLINK COMMUNICATIONS and the Access Seeker, including for example, Ethernet interfaces.
- (c) The functionalities of the End-to-End Transmission Service may include:
  - (i) transmission and switching (whether packet or circuit);
  - (ii) the signalling required to support the technology or to provide a service;
  - (iii) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
  - (iv) a digital protocol (including Internet Protocols)
- (d) An end user location or Access Seeker Point of Presence in Paragraph (a) includes submarine cable and satellite link between Sabah and Sarawak and Peninsular Malaysia, submarine cable landing station centre or/and earth station.



- (e) The End-to-End Transmission Service may be for the carriage of communications which comprise of content applications service.
- (f) Technologies used to supply End-to-End Transmission Service, such as Metro-E may be requested by Access Seekers and SPEEDLINK COMMUNICATIONS must supply End-to-End Transmission Service using these technologies on request.
- (g) For the avoidance of doubt, the End-to-End Transmission Service comprises but is not limited to the Facilities and/or Services specified in the Trunk Transmission Service.

## **6.5 Network Co-Location Service**

This section sets out the specific terms and conditions which are applicable to SPEEDLINK COMMUNICATIONS's Network Co-location service which may be provided by SPEEDLINK COMMUNICATIONS to the Access Seeker.

- (a) The network Co-location service offered by SPEEDLINK COMMUNICATIONS comprises of:
  - (i) physical co-location, which refers to the provision of space at SPEEDLINK COMMUNICATIONS' premises to enable the Access Seeker to install and maintain equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of SPEEDLINK COMMUNICATIONS. Physical co-location includes physical space, power, environmental services (such as light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access seeker;
  - (ii) virtual co-location, which refers to the provision of facilities or services at SPEEDLINK COMMUNICATIONS' premises to enable the acquisition by the Access seeker of Facilities and Services, where equipment is owned and maintained by the SPEEDLINK COMMUNICATIONS; or
  - (iii) in-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking any SPEEDLINK COMMUNICATIONS' network facilities to any Access Seeker's network facilities.
- (b) Network premises at which co-location is to be provided includes switching sites, Customer Access Modules (including roadside cabinets) and such other network facilities locations associated with the provision of a Facility or Service, and includes co-location provided at any location where main distribution frame is housed.

Where relevant the network facilities access and co-location procedures set out in Section 5.13 of the MSA Determination shall be applicable to the provision of the Network Co-Location Service by SPEEDLINK COMMUNICATIONS.

## **Chapter 7 - Billing and Settlement Obligations**

### **7.1 Billing**

#### **7.1.1 General Principle**

Unless otherwise agreed, SPEEDLINK COMMUNICATIONS will invoice Charges in advance based on each Billing Period. Each Invoice will be issued within one (1) month of the end 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 Access Seeker discovers an error in an invoice, it must notify SPEEDLINK COMMUNICATIONS. If SPEEDLINK COMMUNICATIONS made such error, it shall make the necessary adjustment to correct that error in the next Invoice.

### 7.1.4 Back Billing

Any omitted or miscalculated Charges from an invoice may be included in a later invoice, provided the Charges are substantiated and the inclusion or amendment shall be made within three (3) months from the issuing of the original invoice in which the omitted or miscalculated Charges should have been included or within thirteen (13) months from the month in which the Services were provided, whichever is later.

### 7.1.5 Provisional Billing

Where the Access Provider is unable to issue an Invoice, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (provisional invoice). In such circumstances, Access Provider may invoice an Access Seeker for a provisional amount for a period of not more than three successive Billing Periods, provided the amount of the provisional Invoice is no more than the average of the most recent three Invoices. Where there have not been three (3) past Invoices for access to the relevant Services or Facilities, Access Provider may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice.

Where a provisional invoice is issue by SPEEDLINK COMMUNICATIONS, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("Adjustment Period"), SPEEDLINK COMMUNICATIONS must issue an invoice for the actual amount due for access to the relevant facilities and/or services. If that invoice for the actual amount is not issued within the Adjustment Period, SPEEDLINK COMMUNICATIONS shall treat the provisional amount as the actual amount. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then SPEEDLINK COMMUNICATIONS will pay in full such difference (free of interest) within one (1) month from the receipt of the actual invoice to SPEEDLINK COMMUNICATIONS. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then SPEEDLINK COMMUNICATIONS will reimburse in full such different (free of interest) within one (1) month from the receipt of the actual invoice to SPEEDLINK COMMUNICATIONS.

### 7.1.6 Currency

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

## 7.2 Settlement

### 7.2.1 Payment Period

The Access Seeker shall make payment for the Charges within one (1) month from the date of the Invoice without set-off counter claims or deduction unless otherwise agreed in writing by both Operators.

#### 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 SPEEDLINK COMMUNICATIONS if agreed by SPEEDLINK COMMUNICATIONS

#### 7.2.3 Billing Disputes

In the event the Access Seeker wishes to dispute an invoice, the Access Seeker shall notify Access Provider in writing within fifteen (15) Business Days after the date of receipt of such invoice. The dispute notification shall provide the following information: -

- a) The reasons for which the Access Seeker disputes the Invoice;
- b) The amount in dispute; and
- 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.

#### 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 SPEEDLINK COMMUNICATIONS where there is no genuine dispute.

#### 7.2.5 Billing Dispute Resolution

Where relevant the Parties must comply with the Dispute Resolution Procedures applicable to the billing disputes in Annexure A of the MSA Determination.

#### 7.2.6 Late Payment Charge

Subject to withholding of amounts being disputed in good faith in accordance to section 7.2.4, Access Provider may charge interest in any amount outstanding from the Access Seeker from time to time, in respect of that overdue sum at the rate of two percent (2%) per annum above Maybank Berhad's Base Lending Rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than sixty (60) days will bear interest at the rate of three percent (3%) per annum above Maybank Berhad's Base Lending Rate calculated from the due date until the date of receipt of the full payment by Access Provider.

### **Chapter 8 – Technical and Network Operational Obligations**

#### **8.1 Network Conditioning Obligations**

##### 8.1.1 Non-Discrimination

SPEEDLINK COMMUNICATIONS shall perform Network Conditioning on an equivalent basis to that which SPEEDLINK COMMUNICATIONS performs for itself for the same or similar Services. The costs for works on Network Conditioning pursuant to an Order shall

be apportioned in an equitable manner between the Operators having regards to cost causation.

#### 8.1.2 Commencement

SPEEDLINK COMMUNICATIONS will commence Network Conditioning immediately following:

- a) Confirmation of an Order from the Access Seeker; and
- b) Agreement by the SPEEDLINK COMMUNICATIONS and the Access Seeker on:
  - I. Geographical coverage;
  - II. Number information (i.e., length and code allocation), if relevant;
  - III. Origins from or destinations to which access is requiring, if relevant;
  - IV. Network routes (including which party is responsible for provisioning Interconnect Link); and
  - V. Handover arrangements and relevant Points of Interface.

### **8.2 Point of Interface Procedure**

#### 8.2.1 Interconnection

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

8.2.1.2 A Point of Interface may be a Point of Interconnection ("POI") or a Point of Presence ("POP"). POI may be implemented in any of the following three configuration options:

a) In- Span Interconnection

The POI lies at some point along the physical cable linking the two Operators' Networks. Each party is responsible for the transmission Equipment at its end of the cable, and the cable from its building to the POI. In the case of wireless "In-span Interconnection", the POI lies somewhere between the terminal Equipment of the two Operators

b) Physical Co-Location

The POI lies between the Equipment of SPEEDLINK COMMUNICATIONS and the Equipment of the Access Seeker. In this case, SPEEDLINK COMMUNICATIONS may provide facilities access for Access Seeker to install its Equipment at the SPEEDLINK COMMUNICATIONS's Equipment Building. The Interconnect Link from the Access Seeker's Equipment to its own premises is maintained by the Access Seeker.

8.2.1.3 Each party is responsible for provisioning and maintaining Network Facilities (including those Network Facilities which form part of the Interconnect Link and the transmission Equipment) on its side of the Point of Interface.

8.2.1.4 The Access Seeker may request a Point of Interface at a location not specified by SPEEDLINK COMMUNICATIONS. SPEEDLINK COMMUNICATIONS must consider the

request in good faith and must, acting reasonably, accept or reject the request. If the request is rejected, SPEEDLINK COMMUNICATIONS must give reasons for the rejection

#### 8.2.1.5 When determining which locations are to be listed as a Point of Interface;

- a) SPEEDLINK COMMUNICATIONS must offer Interconnection and Co-Location at any other technically feasible point;
- b) SPEEDLINK COMMUNICATIONS may offer more than one form of Interconnection configuration in relation to a particular location;
- c) SPEEDLINK COMMUNICATIONS must not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over two (2) years) and the needs of other Operators who are currently occupying or have ordered additional space from SPEEDLINK COMMUNICATIONS; and
- d) SPEEDLINK COMMUNICATIONS must have regard to any possible rearrangement of its Equipment to eliminate space inefficiencies.

8.2.1.6 SPEEDLINK COMMUNICATIONS must take reasonable steps to optimise its use of physical space (including by upgrading its facilities). If reasonable steps have been taken and no further physical space is available at a Point of Interface location, SPEEDLINK COMMUNICATIONS is not obliged to grant Physical Co-Location to the Access Seeker at that location.

8.2.1.7 The Access Seeker may share Physical Co-Location with another Operator subject to the terms and conditions to be agreed provided always:

- a) The Access Seeker first notifies the Access Provider in writing of the other Operator's identity before sharing physical Co-Location with the other Operator; and
- b) Access Seeker warrants that the other Operator will comply with the Access Seeker's obligations in relation to the physical Co-Location.

### 8.2.2 Point of Interface factor

#### 8.2.2.1 Provisioning of New POI

- a) In-span Interconnection

For an In-span Interconnection, the connection will be provided by means of optic fibre cable circuits except where as agreed, due to location speed or other reasons, wireless connection may be used. The provision via wireless connection may be used permanently, or as an interim measure and in such case planning and implementation of fibre optic shall be carried out. The following shall also be agreed for In-span Interconnection.

- (i) The In-span fibre connection shall be a point mutually agreed;
  - (ii) The number of other nodes to be served by this POI capacity
- b) Synchronous Digital Hierarchy (SDH) or Metro Ethernet or DWDM are preferred technology and type of equipment at both ends must be from same equipment vendor or compatible to Access Provider's equipment.

### 8.2.2.3 Provisioning of Additional Capacity at Existing POI

- a) The following information must be available before the decision to provide additional interconnect capacity at the existing POI. They are:
  - i. Existing Interconnect Transmission Facilities;
  - ii. The utilization of each available Interconnect Transmission media;
  - iii. The number of E1s leased by the Access Seeker, if applicable;
  - iv. The ordering party shall submit its Order on a three (3) monthly basis.

### 8.2.2.4 POI Location Considerations

Technical consideration for POI shall be as follows:

- a) Transmission facility has the capacity to interconnect with other networks.
- b) Timely and efficient deployment of sufficient capacity of links to support the required grade of service to Customers.
- c) Preservation of network security.

## 8.3 Decommissioning Obligations

### 8.3.1 Decommissioning of POIs

- a) SPEEDLINK COMMUNICATIONS may request the decommissioning of POI;
- b) If SPEEDLINK COMMUNICATIONS makes such a request, the Parties will consult and negotiate a timetable for decommissioning;
- c) The SPEEDLINK COMMUNICATIONS must offer an alternative POI to the other Party to route interconnection traffic;
- d) SPEEDLINK COMMUNICATIONS shall use its best endeavour to ensure no or least traffic interruption and the Access Seeker shall be responsible to reroute the existing traffic before the decommissioning of the POI;
- e) Both Parties shall mutually agree decommissioning of any working circuit. For example, decommissioning may take place due to retirement of equipment or rearrangement of network configuration. The Party planning to decommission any link must give advance notice in writing in accordance to Clause 8.3.2 below and the Parties shall mutually agree upon a suitable and expected time frame for completing the decommissioning.

### 8.3.2 Decommissioning notice

Except where an Operator is required to vacate the site where a Point of Interface is located (as a result of a third Party landlord's notice under an arm's length tenancy agreement), SPEEDLINK COMMUNICATIONS must provide no less than:

- a) One (1) year's notice in writing to all relevant Access Seekers prior to the decommissioning of a Point of Interface; or

- b) Six (6) months' notice in writing prior to the decommissioning of any other Facilities or Services.

Where SPEEDLINK COMMUNICATIONS is required to vacate the site where a Point of Interface is located as a result of a third Party landlord's notice (under an arm's length tenancy agreement), SPEEDLINK COMMUNICATIONS must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs (a) and (b) above. The Operators must co-operate and negotiate on the timetable for decommissioning of the affected Facility or Service.

## **8.4 Network Change Obligations**

### **8.4.1 Network Change**

This Clause applies where a party proposes to implement a Network Change of a type referred to in Clause 8.4.2 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 parties respective Networks, services and procedures.

### **8.4.2 Types of Changes**

#### **8.4.2.1 The following kinds of proposed Network Changes may be within the scope of Clause 8.4.1:**

- a) Any change by the party proposing to make the change ("Notifying Party") to any technical specification of the interconnection interface between their respective Networks ("Interface Change")
- b) Any change by the Notifying Party to any technical specification or characteristic of the Services or Facilities to which the other Party ("Recipient Party") has access which will or might affect:
  - i. The Recipient Party's Network;
  - ii. The Recipient Party's use of the Services or Facilities provided by the Notifying Party ("Service Change");
- c) Any change by the notifying Party to any technical specification or characteristic of that Notifying Party's Network which will or might affect the Recipient Party's Network ("Network Change");
- d) Any change by the Notifying Party to and of the operational support systems used in inter-carrier Party processes, including without limitation:
  - i. The billing system;
  - ii. The Ordering and provisioning systems; or
  - iii. The customer's churn process.

- e) Any enhancement by the Notifying Party of the features, functions or capabilities of the Services or Facilities to which the Recipient Party has access, which enhancement the Notifying Party proposes to make available either;
  - i. To itself for,
  - ii. To any other Party (“functionality Change”), (collectively referred to as “Relevant Changes”).

#### 8.4.3 Notification of Change

If a Notifying Party proposes to make Relevant Change to its Network, services or procedure, the Notifying Party shall provide the Recipient Party with notice in writing of:

- a) The nature, effect, technical details and potential impact on the Recipient Party’s Network of the proposed Relevant Change, described at a sufficient level of detail to enable the other Party to identify and begin planning such changes as may be necessary or desirable for the Recipient Party to make to its Network, services or procedures in consequence of the Relevant Change; and
- b) A date, which shall be no later than ten (10) Business Days from the date of the notice under this Clause, on which representatives of the Notifying Party will be available to discuss with representatives of the Recipient Party the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Party 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 below:

<b>Relevant Change</b>	<b>Notice Period</b>
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 Testing

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

- a) Co-operate with a Recipient Party in relation to the development of procedures for testing the impact of Relevant Changes on the proper operation and compatibility of the parties’ respective Networks;
- b) Jointly carry out testing with the Recipient Party no less than twenty (20) Business Days before the Notifying Party proposes to affect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under paragraph 8.4.4.1 (a).

8.4.4.2 Subject to the Recipient Party having co-operated with the Notifying Party in relation to the conduct of tests under subsection 8.4.4.1, if such tests:

- a) Are not accepted by ten (10) Business Days prior to the date when the Notifying Party proposes to effect the Relevant Changes; or



- b) Do not provide reasonable assurance of the continued proper operation and compatibility of the Parties' respective Networks, services and procedures the Notifying Party must postpone implementation of the Relevant Changes. The period of the postponement will be the period necessary to allow the Parties to repeat the steps in subsections 8.4.3 to 8.4.4 above.

## **8.5 Network Facilities Access**

- 8.5.1 Unless otherwise agreed by the parties, each POI will be physically installed and housed at the Access Provider's available POI locations as listed in Annexure III. All Operators shall mark or label their Equipment in such manner that they can be easily identified as the Equipment of the Operator.
- 8.5.2 The parties will negotiate and agree on all applicable terms and conditions in respect of technicalities for the provision of Services, in addition to those provided for in Clause 8.5.1, as required.
- 8.5.3 The parties may negotiate and agree on the location of the POI. For purpose of clarification, it is hereby agreed that in order to minimise the cost and to promote efficiency of Network deployment, the technical manner and the location of the POI must minimise the length of any link which either party will need to build and to this end the mode of provisioning Interconnect Link shall be full span Interconnection by way of fiber or wireless transmission or any other method of interconnection as agreed by the parties.
- 8.5.4 The parties will agree to all applicable terms and conditions in respect of access to the agreed POI locations as well as any other operations and implementation issues, in addition to those provided for in Clauses 8.5.3, as required.
- 8.5.5 The parties acknowledge and agree that the Commission may issue a framework or guidelines pertaining to the establishment and maintenance of POIs and access to the Facilities of telecommunications network of the parties. In the event that such framework or guidelines are issued by the Commission, the parties agree to review, and where necessary, revise and/or modify the relevant provisions of this agreement to ensure consistency with the framework or guidelines.
- 8.5.6 An Operator shall permit, and do all things reasonably necessary to allow the Other Operator to maintain its Equipment at or in the Facilities to which access has been granted. This may include, for example, the provision of physical access. For the purposes of this subsection 8.5.6, an Operator shall be permitted to maintain its Equipment at or on the Facilities if the Other Operator allows external contractors or other third parties to maintain similar Equipment on the Facilities.
- 8.5.7 The utility cost in respect of the Facilities as contemplated in this Section 8.5 shall be apportioned (in accordance with fair and equitable principles) against the utility and ancillary costs charged to other Access Seekers at the relevant location.
- 8.5.8 It is agreed that for the purposes of providing Interconnect Link to trunk Interconnect to and from POI's, equipment can be shared in Access Seekers' premises and Access Provider shall have the right to co-locate and to offer virtual co-location (either by fibre or wireless) to the other party with a Licence (other than the party hereto) in Access Seeker premises.

## **Chapter 9 - Term, Termination and Suspension**

## 9.1 Term

The Operators shall unless otherwise required by the Access Seeker to 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, and subject to SPEEDLINK COMMUNICATIONS not being able to provide access as a result of Force Majeure, the Access Seeker shall only access to the Services under an Access Agreement for a minimum period as follows:

Services	Minimum term
Trunk Transmission	12 months
End-to-End Transmission	12 months
Network Co-Location	12 months

## 9.3 Termination

SPEEDLINK COMMUNICATIONS may terminate an Access Agreement or part thereof if any of the circumstances referred to in Section 9.3(a), 9.3(b) or 9.5(c) below apply and SPEEDLINK COMMUNICATIONS has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) the Access Seeker has materially breached the Access Agreement and SPEEDLINK COMMUNICATIONS has notified the Access Seeker that it will terminate the said agreement in no less than 1 month if the Access Seeker does not remedy its breach by the end of that period; or
- (b) the Access Seeker is subject to a winding up order (whether compulsory or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seeker's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; or
- (c) a Force Majeure has continued for a period of more than three (3) months.

SPEEDLINK COMMUNICATIONS 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 Change In Law

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

## 9.5 Suspension

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

- (a) where the Access Seeker has failed to provide the new security amount as required under subsections 5.3.9, 5.16.7 and 5.16.8 of the MSA;
- (b) the Access Seeker's Facilities materially adversely affect the normal operation of SPEEDLINK COMMUNICATIONS's Network or are a material threat to any person's safety;
- (c) the Access Seeker's Facilities or the supply of Facilities and/or Services pose an imminent threat to life or property of SPEEDLINK COMMUNICATIONS, its employees or contractors;
- (d) the Access Seeker's Facilities cause material physical or technical harm to any Facilities of SPEEDLINK COMMUNICATIONS or any other person;
- (e) where the Access Seeker has failed to pay Invoices in accordance with Section 7 of this RAO;
- (f) where Force Majeure applies; or
- (g) the Access Seeker breaches any laws, regulations, rules or standards which has a material adverse effect on SPEEDLINK COMMUNICATIONS or the provision by SPEEDLINK COMMUNICATIONS of Facilities and/or Services under the Access Agreement.

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

#### **9.6 Post-termination fees**

SPEEDLINK COMMUNICATIONS 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 cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
  - ii. the Access Provider must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under subsection 9.6 (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, SPEEDLINK COMMUNICATIONS 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 9.6, SPEEDLINK COMMUNICATIONS shall:

- (a) within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to SPEEDLINK COMMUNICATIONS 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 SPEEDLINK COMMUNICATIONS as at the date of termination.

## **9.9 Intellectual Property Rights**

The Operators agree not to use any patent, trade mark, tradename, housemark, service mark, designs, copyright, data base 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 Interconnect Steering Group (“ISG”)**

### **9.10.1 Establishment of the ISG**

The Operators will establish a body to be known as the “Interconnect Steering Group” or “ISG” which will be responsible for coordinating the activities of the Operators, the operation of the Access Agreement and any matter specifically referred to the ISG under this RAO. The ISG may establish such working groups as it thinks fit to report to it on particular issues.

### **9.10.2 Representation**

SPEEDLINK COMMUNICATIONS and the Access Seeker will be equally represented on the ISG and such representatives shall fully represent and shall be authorized to bind the Parties with regards to decisions made by the ISG.

### **9.10.3 Timing**

The ISG shall be established within 14days from the Commencement Date and thereafter shall meet within 14 days from the date of written request by either Party.

## **9.11 Force Majeure**

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

9.11.2 If the delay in performance or non-performance of the Affected Party's obligations due to the event of Force Majeure is continuous for a period of 3 month from the date of the Affected Party's written notification under Section 9.11.1, either Party shall have the right to terminate this Agreement with immediate effect subject to the a written consent of the Commission and neither Party shall have any claim against the other in respect of such termination save for antecedent breaches.

**9.12 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 licence is amended or deleted or a new condition is imposed in relation to its subject matter.

**9.13 Costs and Expenses**

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

**9.14 Governing Law**

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

**9.15 Assignment**

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

**Chapter 10 – Charges and Charging Principles**

**10.1 General**

These Sections in this chapter sets out the type of Charges and charging principles for the Facilities and Services provided by SPEEDLINK COMMUNICATIONS to the Access Seeker.

**10.2 Type Of Charges**

10.2.1 In consideration of the Access Provider's obligations in the provision of the Facilities and Services in the Access Agreement, Access Seeker shall pay to Access Provider the following Charges:

Type Of Services	Type Of Charges	Details	Billing Period
Trunk Transmission	One Time Charge Recurring Charge	Installation Rental	Post Activation Monthly

End-to-End Transmission	One Time Charge Recurring Charge	Installation Rental	Post Activation Monthly
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- 10.2.2 The recurring Charges including rental Charges shall commence to be payable from the date Service is provided, and shall be paid according to the Billing Period elected by the Access Seeker in the Service Order Form and payments shall be made in advance on or before the payment periods.
- 10.2.3 In relation to rental Charges, Access Seeker shall also be liable to pay any government taxes (including sales tax) relevant to the Service provided it is legally required to be paid by the Access Seeker. Where applicable such taxes shall be added to the invoice and shall be paid to SPEEDLINK COMMUNICATIONS at the same time as the relevant invoice is settled in accordance with Chapter 7 of SPEEDLINK COMMUNICATIONS's RAO.
- 10.2.4 In relation to the One-Time Charges for each Service, Access Seeker shall pay the Charges no later than the Ready For Service Date or Handover Date, whichever is relevant.
- 10.2.5 All amounts payable by Access Seeker pursuant hereto shall be paid in full free and clear of all bank or transfer charges imposed by the Access Seeker bank(s) to such account(s) as SPEEDLINK COMMUNICATIONS may by notice to Access Seeker designate without reduction for any deduction or withholding for or on account of any tax, duty or other charge of whatever nature imposed by any taxing authority. If Access Seeker is required by law to make any deduction or withholding from any payment thereunder, Access Seeker shall pay such additional amount to SPEEDLINK COMMUNICATIONS so that after such deduction or withholding the net amount received by SPEEDLINK COMMUNICATIONS will be not less than the amount SPEEDLINK COMMUNICATIONS would have received had such deduction or withholding not been required. Access Seeker shall make the required deduction or withholding shall pay the amount so deducted or withheld to the relevant governmental authority and shall promptly provide SPEEDLINK COMMUNICATIONS with evidence of such payment.
- 10.2.6 Any type of Charges chargeable to the Access Seeker shall be determined and made known to the Access Seeker before the commencement of the Service and shall not be changed for the duration of the Service period unless mutually agreed between the Operators or unless provided otherwise in the Access Agreement.

### **10.3 Charging Principle on One-Time Charges**

One-Time charges are installation charges, interconnect charges and supervision charges which may be charged to the Access Seeker in relation to the Service provided to the Access Seeker and such charges may vary from case to case depending on the extend and complexity of the work involved for the installation, interconnection or supervision work related thereto. Supervision charges are charged according to the number of times that supervision work is required of SPEEDLINK COMMUNICATIONS or its contractor or agent on the works to be conducted by the Access Seeker at the site of the Shared Space.

### **10.4 Charging Principle For Service Outside SPEEDLINK COMMUNICATIONS's Existing Network Topology**

Any request for Service located outside of SPEEDLINK COMMUNICATIONS's existing Network Topology and subsequently provided to the Access Seeker shall be subject to other charges including third party charges, if any.

### **10.5 Cancellation Charges**

If Access Seeker cancels a confirmed order for a Service, Access Seeker shall be liable to pay SPEEDLINK COMMUNICATIONS cancellation charges.

**TABLE A: RENTAL CHARGES**

**A) Wholesale Local Lease Circuit Service**

	RM per month		
	2018	2019	2020
Below 1 Mbps	48	49	50
From 1 Mbps to 1 Gbps	634	612	593
From 1 Gbps to 10 Gbps	16,042	15,432	14,869
From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	949	917	888
Installation (non- recurring charge)	2,555	2,683	2,817

**B) Trunk Transmission Service**

	RM per month		
	2018	2019	2020
Within Peninsular Malaysia			
1 Mbps	9	8	7
10 Mbps	86	78	71
100 Mbps	863	776	710
200 Mbps	1,726	1,551	1,421
500 Mbps	4,314	3,878	3,552
750 Mbps	6,472	5,817	5,327
1 Gbps	8,836	7,942	7,273
3 Gbps	26,508	23,825	21,820
5 Gbps	44,180	39,709	36,367

Installation (non- recurring charge)	426	447	469

**C) Network Co-Location Service**

	RM per year		
	2018	2019	2020
Co-location of 1 square meter	750	850	920

**D) Duct and Manhole Access**

	RM per month		
	2018	2019	2020
25% of Duct and Manhole Access	316	332	349



**Annexure 1 – Service Order Form**



## SERVICE ORDER FORM (SOF)

NO. 23-3A, MAYANG PLAZA, JALAN 5526/4, TAMAN MAYANG JAYA, 47301 PETALING JAYA, SELANGOR, MALAYSIA  
TEL: (6)03-7887 6028 FAX: (6)03-78879028

**IMPORTANT: The Terms and Conditions of this SOF are to be read together with the Service Agreement.**  
Applicant must be made by Authorised Personnel of the Company. **SOF No: SOF/XXX/2015-YYY**

### 1. CUSTOMER INFORMATION

Date: \_\_\_\_\_ Agreement No: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Business Registration No: \_\_\_\_\_  
Correspondence Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ City/State: \_\_\_\_\_  
Contact Person Details: Mr/Mrs/Miss\* Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

### 2. SERVICE DESCRIPTION AND CONTRACT INFORMATION

Dark Fiber     Wavelength     Metro-E     Domestic PLC     International PLC  
Nos of Core: \_\_\_\_\_ Capacity: \_\_\_\_\_ Capacity: \_\_\_\_\_ Capacity: \_\_\_\_\_ Capacity: \_\_\_\_\_

Others \_\_\_\_\_  
Details: \_\_\_\_\_

INSTALLATION ADDRESS SITE A	INSTALLATION ADDRESS SITE B
Address: _____	Address: _____
Contact Person: Name: _____	Contact Person: Name: _____
Contact No: _____	Contact No: _____
Email: _____	Email: _____

### 3. BILLING AND PRICING DETAILS

Company Name: \_\_\_\_\_  
Correspondence Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ City/State: \_\_\_\_\_  
Contact Person Details: Mr/Mrs/Miss\* Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Payment Term:  Monthly In Advance     Quarterly In Advance     Yearly In Advance  
Contract Period: \_\_\_\_\_ One Time Charge : **USD** \_\_\_\_\_  
Targeted RFS Date: \_\_\_\_\_ Monthly Charge : **USD** \_\_\_\_\_  
Service Availability (%): \_\_\_\_\_ Others : **USD** \_\_\_\_\_

Additional Terms and Conditions: \_\_\_\_\_

### 5. DECLARATION OF APPLICATION & ACCEPTANCE

WE HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN AS WELL AS THE SERVICE AGREEMENT FOR THE PROVISION BY YOU OF THE TELECOMMUNICATION SERVICE REQUESTED BY US. WE FURTHER CONFIRM THAT THE INFORMATION GIVEN ON THIS FORM IS TRUE AND ACCURATE.	WE HEREBY AGREE TO ACCEPT THE REQUIREMENTS AS CONTAINED IN THIS SERVICE ORDER FORM (SOF) AND WE HEREBY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN AS WELL AS THE SERVICE AGREEMENT FOR THE PROVISION BY US OF THE TELECOMMUNICATION SERVICE REQUESTED BY YOU. WE FURTHER CONFIRM THAT THE INFORMATION GIVEN ON THIS FORM IS TRUE AND ACCURATE.
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Business Stamp: _____	Business Stamp: _____

\* Delete whichever is not applicable.

## Annexure 2 – Existing POI/POP List

Selangor

No	POI / POP name
1	City Command Center, Cyberjaya
2	Sunway Pinnacle, Sunway

Kuala Lumpur

No	POI / POP name
1	Enterprise 4, Technology Park Malaysia
2	Cordoda, Technology Park Malaysia
3	Menara AIMS, Kuala Lumpur
4	Bangsar South

Johor Bahru

No	POI / POP name
1	Menara Sarawak, Johor Bahru
2	Menara Ansar, Johor Bahru
3	Danga Bay, Johor Bahru
4	Anjung, Nusajaya
5	Gelang Patah
6	Tuas
7	SILC, Nusajaya
8	Taman Gembira, Johor Bahru
9	Oriental Assembler, Johor Bahru
10	Putri Specialist, Johor Bahru
11	Embassy Hotel, Johor Bahru
12	Menara Pelangi, Johor Bahru
13	Midcauseway
14	Tanjung Langsat