

# REFERENCE ACCESS OFFER

CELCOM BERHAD (formerly known as Celcom Axiata Berhad)  
CELCOM MOBILE SDN. BHD.  
CELCOM NETWORKS SDN. BHD.  
DIGI TELECOMMUNICATIONS SDN BHD

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Issued pursuant to the Malaysian Communications and Commission Determination on Access List, Determination No. 6 of 2021 and the Malaysian Communications and Multimedia Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 and the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2023.

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## INTRODUCTION

1. This Reference Access Offer specifies the terms and conditions for seeking access to any Facility and/or Service from each of CelcomDigi Berhad's (formerly known as Digi.Com Berhad) subsidiaries (collectively referred to as "**CelcomDigi**") namely:

- a) Celcom Berhad (formerly known as Celcom Axiata Berhad) Registration no. 198801000113 (167469-A) (;
- b) Celcom Mobile Sdn Bhd Registration no. 197601002188 (27910-A);
- c) Celcom Networks Sdn Bhd Registration No. 199001004254 (195821-V); and
- d) Digi Telecommunications Sdn Bhd Registration No. 199001009711 (201283-M)

("CelcomDigi RAO")

2. This CelcomDigi RAO is made pursuant to:-

- a) The Commission Determination on Access List, Determination No. 6 of 2021 ("**Access List Determination**");
- b) Subsection 5.3.3 of the Commission Determination on the Mandatory Standard on Access, Determination No.1 of 2022 ("**MSA Determination**"); and
- c) The Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2023.

## LEGAL BASIS OF CELCOMDIGI RAO

3. Pursuant to the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No. 2 of 2003 and in exercise of the powers conferred by sections 55, 56, 104(2) and 106 of the Communications and Multimedia Act 1998 [Act 588] ("**CMA**"), the Commission had issued the MSA Determination.

4. In accordance with the obligations imposed by Subsection 5.3.3 of the MSA Determination, CelcomDigi offers each Access Seeker, access to the Facilities and Services described and listed in **Schedule 2 of Part E** of this CelcomDigi RAO.

## STRUCTURE OF CELCOMDIGI RAO

5. This CelcomDigi RAO is divided into the following parts:

Part A	Scope of the Facilities and Services
Part B	Qualifying Persons
Part C	Access Request Process, Negotiation Process and Timelines
Part D	Confidentiality Agreement
Part E	Common Terms of RAO Agreement
Schedule 1 to Part E	Content Obligations
Schedule 2 to Part E	Service Specific Obligations
Schedule 3 to Part E	Charges
Schedule 4 to Part E	Definition and Rules of Interpretation to RAO Agreement
Part F	Index to Forms
Part G	Definition and Rules of Interpretation to CelcomDigi RAO

## CHANGES TO CELCOMDIGI RAO

6. This CelcomDigi RAO may be subject to amendments from time to time.
7. Where an amendment is proposed to be made to this CelcomDigi RAO, CelcomDigi shall within 30 Business Days before the date CelcomDigi proposes to effect the changes, supply an amended copy of this CelcomDigi RAO showing the proposed changes to the existing CelcomDigi RAO to:

- 7.1. all Access Seekers who are being provided with access to Facilities and/or Services under the existing CelcomDigi RAO; and
  - 7.2. all Access Seekers who have requested access to Facilities and/or Services under the existing CelcomDigi RAO within the period of 3 months prior to the making of such amendments, but excluding any such Access Seeker who has since indicated that it does not wish to proceed with its Access Request.
8. For the purposes of this CelcomDigi RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of this CelcomDigi RAO other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in this CelcomDigi RAO not to amount to an amendment of this CelcomDigi RAO. For clarification:
- 8.1. Nothing here prevents an Access Seeker from initiating a dispute in relation to an amendment made to this CelcomDigi RAO:
  - 8.2. Where the terms and conditions of an Access Agreement are not identical to those in the existing CelcomDigi RAO, an amendment to this CelcomDigi RAO will not alter the terms of that Access Agreement except as agreed between CelcomDigi and Access Seeker; and
  - 8.3. without prejudice to an Access Seeker's right to dispute a change to CelcomDigi RAO, where the terms and conditions of an Access Agreement are identical to those in this CelcomDigi RAO, an amendment to this CelcomDigi RAO will be deemed to alter the relevant terms and conditions of that Access Agreement. Notwithstanding the foregoing, if the Access



Seeker disputes the change to this CelcomDigi RAO, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of CelcomDigi either by agreement or determination by the Commission or an unappealable order of the Court.

9. Upon expiry of the 30 Business Days in **Section 7** of this CelcomDigi RAO (or such longer period as CelcomDigi determines is necessary to finalise the amendments to this CelcomDigi RAO, notice of which may be given by CelcomDigi to all Access Seekers), CelcomDigi shall:
  - 9.1. make available the amended CelcomDigi RAO on CelcomDigi's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
  - 9.2. provide the updated CelcomDigi RAO to the Commission before being made available under **Subsection 9.1** of this CelcomDigi RAO.

## **DISPUTES**

10. If an Access Seeker intends to initiate a dispute of any amendment or part or portion of any amendment proposed by CelcomDigi, the Access Seeker must initiate the dispute:
  - 10.1. in the case where the Access Seeker had obtained access to the Facilities and/or Services listed in **Schedule 2 of Part E** of this CelcomDigi RAO, on the terms and conditions of this CelcomDigi RAO, by complying with the dispute resolution procedures in **Section 20 of Part E** of this CelcomDigi RAO; and
  - 10.2. in the case where the Access Seeker had obtained access to the Facilities and/or Services listed in **Schedule 2 of Part E** of this

CelcomDigi RAO, on the terms and conditions of an individualised Access Agreement, by complying with the dispute resolution procedures as agreed and stipulated in the individualised Access Agreement.

11. In the event CelcomDigi receives any notice of dispute, CelcomDigi shall notify all Access Seekers of the effective date of the amendment.

## NOTICES

12. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked "CelcomDigi Reference Access Offer Version [Number] Dated [date]" and sent to the following designated person at the following address and if also sent by email, to the designated email address below:

**CelcomDigi Berhad (formerly known as Digi.Com Berhad)**

Menara CelcomDigi

No. 6, Persiaran Barat, Seksyen 52

46200 Petaling Jaya

**Attention: Head, Regulatory**

13. CelcomDigi may from time to time change the address for correspondence on any matter affecting or concerning this CelcomDigi RAO. Such change will be reflected in this CelcomDigi RAO made available or published on its publicly accessible website. A change of address shall not be construed as an amendment to this CelcomDigi RAO.

## TERMINOLOGY

14. The terminology used in this CelcomDigi RAO has the meaning ascribed to them in **Part G** Definition and Rules of Interpretation.

## **PART A: SCOPE OF FACILITIES AND SERVICES**

1. The scope of this CelcomDigi RAO is, unless otherwise specified in this CelcomDigi RAO, limited only to the provision of access to Facilities and/or Services included in the Access List Determination.
2. This CelcomDigi RAO is not intended to govern the provision of any facilities and/or services not specified in this CelcomDigi RAO except to the extent that the supply of the facility and/or service is incidental to the functionality required for:
  - 2.1. the Interconnection of the Facilities of CelcomDigi with the Network of the Access Seeker; or
  - 2.2. the carriage of Call Communications.
3. The obligation of CelcomDigi to agree, in accordance with this CelcomDigi RAO, to cover the provision of a Facility or Service to the Access Seeker is first subject to CelcomDigi being so obliged by virtue of its Licence or by applicable regulations, Determinations and/or Directions, and the Access Seeker being in full compliance of all the material terms of this CelcomDigi RAO.
4. This CelcomDigi RAO is intended to apply only to the provision of Facilities and/or Services by CelcomDigi to the Access Seeker and to incidental matters relating thereto. For the avoidance of doubt, if the access to Facilities and/or Services offered by CelcomDigi is accepted on the terms and conditions stipulated in this CelcomDigi RAO, this CelcomDigi RAO and the offer by CelcomDigi and acceptance by the Access Seeker, shall not be construed as conferring benefits on third persons.
5. If an Access Seeker wishes to obtain access to facilities and/or services not specified in the Access List Determination or a QoS or service

specification not the subject of any Determination or Direction, the terms and conditions of the provision of such facilities and/or services will remain outside the scope of this CelcomDigi RAO. Such terms and conditions will be made available by CelcomDigi to the Access Seeker when CelcomDigi receives a written request.

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## **PART B: QUALIFYING PERSONS**

1. The Facilities and/or Services offered by CelcomDigi under this CelcomDigi RAO may be applied for access by a:
  - 1.1. Network Facilities Provider;
  - 1.2. Network Services Provider;
  - 1.3. Applications Services Provider;
  - 1.4. Content Applications Services Provider,who holds a valid individual or class licence issued by the Minister.
2. Access Seekers who are Qualifying Persons will be required to provide a copy of the individual or class licence issued by the Minister.
3. The terms “**Network Facilities Provider**”, “**Network Services Provider**”, “**Applications Services Provider**” and “**Content Applications Services Provider**” shall carry the meaning as defined or described in the CMA.

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## **PART C: ACCESS REQUEST PROCESS, NEGOTIATION PROCESS, TIMELINES AND INFORMATION DISCLOSURE**

### **1. Application for Access to Facilities and/or Services**

In an application by the Access Seeker for access to CelcomDigi Facilities and/or Services:

- 1.1. the Access Seeker may request CelcomDigi to supply Facilities and/or Services described and specified in **Schedule 2 of Part E** of this CelcomDigi RAO by serving an Access Request on CelcomDigi; and
- 1.2. the purpose of such Access Request is to provide CelcomDigi with sufficient information to assess the Access Seeker's request for the supply of the Facilities and/or Services requested by the Access Seeker.

### **2. Access Request**

The Access Request submitted by the Access Seeker must:

- 2.1. contain the name and contact details of the Access Seeker;
- 2.2. specify the Facilities and/or Services in respect of which access is sought;
- 2.3. indicate whether the Access Seeker wishes to accept the terms and conditions for the provision of Facilities and/or Services based on this CelcomDigi RAO or negotiate an individualized Access Agreement on mutually agreed terms and conditions;
- 2.4. specify the ready for service date(s) for the Facilities and/or Services that is being sought by the Access Seeker;
- 2.5. contain the information (if any) as set out in **Section 3 of Part C** of this CelcomDigi RAO that the Access Seeker reasonably requires CelcomDigi to provide for the purposes of the access negotiations;

- 2.6. contain 2 copies of confidentiality agreement in the form of **Part D** of this CelcomDigi RAO properly executed by the Access Seeker;
- 2.7. preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from CelcomDigi pursuant to the Access Request;
- 2.8. specify the QoS for each Facility and/or Service the Access Seeker requires;
- 2.9. 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 CelcomDigi's Network;
- 2.10. specify the type of communications licences held by the Access Seeker and a copy of the licence where a copy had not been previously provided;
- 2.11. contain creditworthiness information as set out in **Section 5 of Part C** of this CelcomDigi RAO;
- 2.12. contain insurance information as set out in **Section 6 of Part C** of this CelcomDigi RAO;
- 2.13. assessed security in accordance with CelcomDigi's security requirements, as set out in **Section 4 of Part C** of this CelcomDigi RAO;
- 2.14. contain relevant technical information relating to the interface standards of the Access Seeker; and
- 2.15. contain such other information that CelcomDigi may reasonably request.

### **3. Information Request to CelcomDigi**

For the purposes of **Subsection 2.5 of Section C** of this CelcomDigi RAO, CelcomDigi must provide the following information to an Access Seeker within 10 Business Days of receipt of a written request from the Access Seeker, to the extent that it is not provided in this CelcomDigi RAO:

- 3.1. any supplementary details of a Facility and/or Service offered by CelcomDigi not included in this CelcomDigi RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
- 3.2. any supplementary access charges for access to Facilities and/or Services not included in this CelcomDigi RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
- 3.3. all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in this CelcomDigi RAO, including but not limited to any physical and logical interfaces of its Network necessary to allow the development and deployment of communications services, value-added services and communications Equipment that can interconnect to, and interoperate with, the CelcomDigi's Network;
- 3.4. supplementary details of the CelcomDigi's operational processes and procedures not included in this CelcomDigi RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);



- 3.5. supplementary details of CelcomDigi's provisioning cycles not included in this CelcomDigi RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);
- 3.6. details of the CelcomDigi's alternative quality of service targets not included in this CelcomDigi RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
- 3.7. the application forms required to be completed by the Access Seeker to apply for access to network facilities or network services;
- 3.8. a confidentiality agreement required to be executed by the Access Seeker, where there is none currently in force;
- 3.9. any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by CelcomDigi under **Sections 6 and 7 of Part C** of this CelcomDigi RAO; and
- 3.10. CelcomDigi's reason for failing to supply any of the information referred to in **Subsections 3.1 to 3.10 of Part C** of this CelcomDigi RAO.

The provision of information under this **Section 3** of this CelcomDigi RAO is subject to the Confidentiality Agreement.

#### **4. Security Requirements**

- 4.1. CelcomDigi will be imposing security requirements for the provision of access to its Facilities and/or Services which security requirements:
  - (a) if in CelcomDigi's assessment which assessment is reasonably undertaken, the Access Seeker presents a credit

risk and that imposing the security requirement will materially reduce or remove that risk;

- (b) shall:
  - i. in respect to Facilities and/or Services with a minimum period of access, be commensurate with the estimate of the Charges payable for a maximum of 6 months period of access to those Facilities and/or Services;
  - ii. in respect to Facilities and/or Services without a minimum period of access be commensurate with the estimate of the Charges payable for a single Billing Period for those Facilities and/or Services;
- (c) will be based on the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- (d) will take into account security previously provided by the Access Seeker.

4.2. CelcomDigi will not impose a security requirement on an Access Seeker which:

- (a) exceeds a commercially reasonable estimate of the Charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the CelcomDigi to the Access Seeker; or
- (b) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

5. **Creditworthiness Information**

- 5.1. CelcomDigi may require the submission by an Access Seeker of creditworthiness information to accompany an Access Request:
- (a) if CelcomDigi reasonably believes that the Access Seeker may not be able pay the Charges or any portion of the same and/or meet any liabilities that may arise under the CelcomDigi or individualized Access Agreement;
  - (b) that is publicly available (on this basis, the CelcomDigi may request the Access Seeker to warrant that such information is accurate); and
  - (c) that is commensurate with a commercially reasonable estimate by CelcomDigi of the Charges that will be incurred by the Access Seeker over the minimum period of access to the Facilities and/or Services in this CelcomDigi RAO or the individualized Access Agreement.

6. **Insurance Information**

- 6.1. Subject to **Section 16.2 of Part E and Subsection 10.15(e) of Schedule 2G** of this CelcomDigi RAO, CelcomDigi may request for additional insurances, the sum of which is to be specified by the CelcomDigi, prior to the provisioning of new facilities and/or services.

7. **Processing of Access Request**

- 7.1. Submission of Access Request
- (a) CelcomDigi may require an Access Seeker to provide an Access Request to CelcomDigi if:
    - i. there is no Access Agreement in force between CelcomDigi and the Access Seeker governing access

- to the Facilities and/or Services to which the Access Seeker seeks access; or
- ii. there is such an Access Agreement, but:
  - (A) the current term of this Access Agreement will expire or terminate within the next 4 months; or
  - (B) the requested Facilities and/or Services are outside the scope of that agreement.
- (b) CelcomDigi shall develop a process for desk studies, field studies and Service Qualifications that an Access Seeker may take up prior to entering into an Access Agreement.

## 8. **Acknowledgement of Receipt of Access Request**

- 8.1. CelcomDigi shall, within 10 Business Days of receipt of an Access Request, respond to the Access Seeker in writing acknowledging receipt of the Access Request and stating that:
- (a) if the Access Seeker is willing to accept this CelcomDigi RAO, CelcomDigi will provide access to the Facilities and Services in accordance with this CelcomDigi RAO;
  - (b) if **Subsection 8.1(a) of Part C** of this CelcomDigi RAO does not apply, CelcomDigi is willing to proceed to negotiate amendments to this CelcomDigi RAO or an individualised Access Agreement on mutually agreed terms and conditions;
  - (c) CelcomDigi refuses the Access Request in accordance with **Subsection 13.1 of Part C** of this CelcomDigi RAO; or
  - (d) CelcomDigi requires specified additional information to make a decision on the Access Request in accordance with

**Subsections 8.1(a) to 8.1(c) of Part C** of this CelcomDigi RAO, and once such information is received from the Access Seeker, CelcomDigi shall reconsider the Access Request in accordance with this Subsection and 10 Business Days for CelcomDigi to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

8.2. CelcomDigi will provide a copy of its response to the Commission at the same time that CelcomDigi provides the response to the Access Seeker.

9. **Request for Additional Information**

9.1. Notwithstanding anything else in this CelcomDigi RAO, CelcomDigi shall not impose an obligation on an Access Seeker to provide any of the following information to CelcomDigi (whether as a condition of the provision of further information or as a condition of assessing the Access Seeker's application, or at any other time):

- (a) the Access Seeker's proposed service launch date (though CelcomDigi may request the Access Seeker to specify any ready-for-service dates which the Access Seeker requires from CelcomDigi in respect of the requested Facilities and/or Services);
- (b) details of the functionality of the Access Seeker's proposed service, except to the extent that such functionality may affect CelcomDigi's Network;
- (c) details of the Access Seeker's network rollout plans, except to the extent that such rollout plans relate to ready-for-service dates requested by the Access Seeker;

- (d) details of the Access Seeker's current or proposed retail charges;
- (e) details of the Access Seeker's marketing strategy or proposed client base;
- (f) financial information relating to the Access Seeker's business, except to the extent that such information may be required pursuant to the creditworthiness requirements in **Section 6 of Part C** of this CelcomDigi RAO;
- (g) details of any other supply arrangements or Access Agreements to which the Access Seeker is or may be a party, except to the extent that such details are directly relevant to technical characteristics of the requested Facility and/or Service; or
- (h) any other commercially sensitive information of the Access Seeker which is not strictly required by CelcomDigi to supply a requested Facility and/or Service.

10. **One-Off Non-Refundable Resource Charge**

- 10.1. CelcomDigi may charge the Access Seeker a one-off non-refundable resource charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by CelcomDigi for the allocation of manpower and other resources to enable the Access Seeker to undertake a desk or field studies, Service Qualifications, test and provide Facilities and Services for the purposes of Interconnection. Upon request, CelcomDigi shall provide a detailed statement in writing to the Access Seeker of the scope of works to be undertaken, the expected duration, the number and designation of the personnel involved and

the rate of charges. CelcomDigi shall not be obliged to commence work until the scope of works and the said resource charges have been agreed to in writing by the Access Seeker.

- 10.2. The Access Seeker agrees that the one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking necessary work to process the Access Request as CelcomDigi is required to allocate manpower and resources for the same. The non-refundable processing fee for the respective Facilities and Services are set out in **Schedule IC-A of Part E** of the RAO Agreement. Processing fees for facilities and services not currently specified in **Schedule 3 of Part E** of this CelcomDigi RAO will be mutually agreed by CelcomDigi and the Access Seeker. Notwithstanding the foregoing, in the event that, additional and non-routine administrative work is required to process the Access Request where there is insufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, CelcomDigi shall be entitled to charge an additional reasonable fee for undertaking such additional and non-routine work as additional resources are required to do the same.
- 10.3. If the Access Seeker does not confirm the Access Request, the non-refundable resource charge will not be refunded to the Access Seeker. However, if the Access Seeker executes and returns the Confidentiality Agreement and the RAO Agreement, the processing fee (excluding the additional and non-routine processing fees) will be set-off against the Charges for the ordered Facilities and Services after acceptance of the Access Request.

## 11. **Acceptance of Access Request**

- 11.1. If CelcomDigi responds that access to the Facilities and Services will be provided in accordance with **Subsection 8.1(a) of Part C** of this CelcomDigi RAO, CelcomDigi must, within 10 Business Days of such response, provide 2 copies of the RAO Agreement executed by CelcomDigi to the Access Seeker and one 1 copy of the executed Confidentiality Agreement returned by the Access Seeker in accordance with **Subsection 2.1 (f) of Part C** of this CelcomDigi RAO that has also been properly executed by CelcomDigi.
- 11.2. The Access Seeker must within 10 Business Days of the date receipt of the RAO Agreement return 1 copy of the executed RAO Agreement to CelcomDigi, failing which CelcomDigi will unless informed in writing by the Access Seeker no later 20 Business Days of the date of receipt of the RAO Agreement by the Access Seeker deem the Access Seeker as no longer requiring access to the Facilities and Services.

## 12. **Negotiation Response**

- 12.1. If CelcomDigi is willing to proceed with negotiation of the Access Request in accordance with **Subsection 12.1(a) of Part C** of this CelcomDigi RAO, CelcomDigi must set out in its response to the Access Seeker:
- 12.2. a place, date and time, not later than 15 Business Days from the date of CelcomDigi's response, when the CelcomDigi's representative that is authorised to negotiate on an Access Agreement, will be available for an initial meeting with the Access Seeker's representative that is authorised to negotiate on the Access Agreement, and



12.3. 1 copy of the executed Confidentiality Agreement returned by the Access Seeker in accordance with **Subsection 2.1 (f) of Part C** of this CelcomDigi RAO that has also been properly executed by CelcomDigi.

13. **Refusal Response**

13.1. If CelcomDigi decides to refuse the Access Request in accordance with **Subsection 8.1(c) of Part C** of this CelcomDigi RAO, CelcomDigi will set out in its response to the Access Seeker:

- (a) the grounds in **Subsection 14.1 of Part C** of this CelcomDigi RAO on which CelcomDigi is relying;
- (b) the basis of CelcomDigi's decision with sufficient particulars to enable the Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and
- (c) a place, date and time, not later than 7 Business Days from the date of CelcomDigi's response, at which representatives of CelcomDigi authorised to review CelcomDigi's assessment of the Access Request will be available to meet with representatives of the Access Seeker, for the purpose of discussing the refusal of the Access Request. At this meeting, the Access Seeker may request CelcomDigi to substantiate its reasons for refusal (and CelcomDigi will do so), and if access has been refused on the basis of the grounds in:
  - i. **Subsection 14.1(b) of Part C** of this CelcomDigi RAO, CelcomDigi must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;

- ii. **Subsection 14.1(d) of Part C** of this CelcomDigi RAO, CelcomDigi must identify when additional capacity or space is likely to be available; and
- iii. **Subsection 14.1(e) of Part C** of this CelcomDigi RAO, CelcomDigi must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services, its reasons for the security requirement and why it considers such concern cannot be addressed through a security requirement under **Section 4 of Part C** of this CelcomDigi RAO.

#### **14. Grounds for Refusal**

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

- (a) CelcomDigi does not currently supply, or provide access to, the relevant Facilities and/or Services to itself or to any third parties (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any Third Parties, which may be acceptable substitutes), except where the Access Seeker compensates CelcomDigi or the original supply of access to Facilities and/or Services to the Access Seeker;

- (b) the Access Seeker has not provided all of the information required to be provided in accordance with **Section 2 of Part C** of this CelcomDigi RAO;
- (c) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (d) subject to this CelcomDigi RAO, CelcomDigi has insufficient capacity or space to provide the requested Facilities and/or Services;
- (e) CelcomDigi has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed through a security requirement in accordance with this CelcomDigi RAO. Reasonable grounds include evidence that the Access Seeker is not, in the reasonable opinion of the CelcomDigi, creditworthy;
- (f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services. Reasonable grounds include repeated failures by the Access Seeker to comply with the terms and conditions on which similar access to network facilities or network services are being provided by the CelcomDigi to the Access Seeker.
- (g) there are reasonable grounds for CelcomDigi to refuse access in the national interest; or
- (h) the access is being sought to Facilities or Services which are not on the Access List Determination.

**15. Determination of technical infeasibility**

15.1 For the purposes of determining technical infeasibility in **Subsection 14.1(c) of Part C** of this CelcomDigi RAO, CelcomDigi shall not reject an Access Request on the grounds of technical infeasibility unless CelcomDigi establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request.

Each of the following shall be taken into account in determining whether access is technically feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by CelcomDigi except to the extent that space or site concerns may be, taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;
- (b) any requirement for CelcomDigi to modify its facilities or Equipment in order to meet the Access Request will not, of itself, mean that the access is not technically feasible;
- (c) if CelcomDigi asserts that meeting the Access Request would have an adverse impact on Network reliability, CelcomDigi must provide evidence that provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on Network reliability; and
- (d) CelcomDigi must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this Subsection) improvements that would allow CelcomDigi to meet the Access Request (in whole or

part and including for an interim period until any primary difficulties can be resolved).

## **16. Determination of capacity constraints**

16.1 CelcomDigi may only refuse an Access Request on the ground set out in **Subsection 14.1(d) of Part C** of this CelcomDigi RAO, where CelcomDigi notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity:

- (a) is already carrying traffic to capacity or near full capacity;
- (b) is already reserved for future use by CelcomDigi or another access seeker, where such future use shall commence not later than 6 months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving operator within 7 months from the date of the Access Request, CelcomDigi must promptly inform the Access Seeker and, if required by the Access Seeker, reconsider the Access Request in accordance with **Part C** of this CelcomDigi RAO; and
- (c) in the case of both **Subsections 16.1(a) and (b) of Part C** of this CelcomDigi RAO, CelcomDigi is unable to expand capacity within the period forecast by the Access Seeker on the Access Seeker's Access Request.

## **17. Dispute Resolution**

17.1 If, following the meeting between the Operators required to be held pursuant Subsection 13.1 of Part C of this CelcomDigi RAO, for the purposes of discussing CelcomDigi's refusal of an Access Request, the Operators have been unable to resolve any differences about the

validity of the Access Request and the Access Seeker disagrees with CelcomDigi's refusal of the Access Request after a period of 60 Business Days from the date of commencement of discussions, either Operator may request resolution of the dispute in accordance with the Dispute Resolution Procedures provided always that the request must be made no later than 20 Business Days of the end of the foregoing period, failing which the Operators are deemed to have waived their right to initiate the Dispute Resolution Procedures.

## **18. Fast Track Application Process**

- 18.1 Fast track application process is available for the following Facility and/or Services:
- (a) Fixed Network Origination Service
  - (b) Fixed Network Termination Service
  - (c) Mobile Network Origination Service
  - (d) Mobile Network Termination Service
- 18.2 Where the Access Seeker seeks access to a Facility and/or Service that is not listed in **Subsection 18.1 of Part C** of this CelcomDigi RAO, the Access Seeker will have to submit an Access Request in compliance with **Part C** of this CelcomDigi RAO.
- 18.3 An Access Seeker is only eligible for the fast-track application process if it fulfils the following criteria:
- (a) the Access Seeker is a Qualifying Person;
  - (b) the request for access to the Facility and/or Service described in **Subsection 18.1 of Part C** of this CelcomDigi RAO will not have a material impact on CelcomDigi's current level of network resources; and

- (c) the Access Seeker is willing to accept and willing to execute the RAO Agreement.

18.4 To gain access to the Facility and/or Service described in Subsection 18.1 of Part C of this CelcomDigi RAO, the Access Seeker shall:

- (a) submit to CelcomDigi the prescribed fast-track application form;
- (b) pay the required security sum which is based on a process for determining the required security sum **under Section 4 of Part C** of this CelcomDigi RAO within 5 Business Days of CelcomDigi's receipt of a fast-track application;
- (c) pay the one-time non-refundable processing fee stipulated in Schedule 1C of Part E of this CelcomDigi RAO; and
- (d) execute 3 copies of the RAO Agreement within 10 Business Days of receipt of the RAO Agreement from CelcomDigi.

18.5 CelcomDigi may reject a fast-track application for the reasons stipulated in **Subsections 14.1(a), (e) and (f) of Part C** of this CelcomDigi RAO.

18.6 Upon acceptance by CelcomDigi of a fast-track application from an Access Seeker, CelcomDigi shall forward 2 copies of the RAO Agreement to the Access Seeker within 10 Business Days of acceptance of the fast-track application.

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## **PART D: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ("**Agreement**") is entered into on this                      day of                      20

### **BETWEEN**

**Celcom Berhad (formerly known as Celcom Axiata Berhad) (Company No: 198801000113 (167469-A))**, a company incorporated in Malaysia and having its principal place of business at [●], Kuala Lumpur, Malaysia ("**Celcom**") of the one part;

AND

**Celcom Mobile Sdn. Bhd. (Company No: 197601002188 (27910-A))**, a company incorporated in Malaysia and having its principal place of business at [●], Kuala Lumpur, Malaysia ("**Celcom Mobile**") of the second part;

AND

**Celcom Networks Sdn. Bhd. (Company No: 199001004254 (195821-V))**, a company incorporated in Malaysia and having its principal place of business at [●], Kuala Lumpur, Malaysia ("**Celcom Network**") of the third part;

AND

**Digi Telecommunications Sdn Bhd (Company No. 199001009711 (201283-M))**, a company incorporated in Malaysia and having its principal place of business at [●], Kuala Lumpur, Malaysia ("**Digi**") of the third part;

(collectively referred to as "**CelcomDigi**")

**AND**

[            ] (Company No:            ) a company incorporated in Malaysia and having its principal place of business at [            ] ("**Access Seeker**") of the other part.



Reference Access Offer  
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Date: 21 July 2023



[CelcomDigi and the Access Seeker are individually referred to as “**Party**” and collectively as “**Parties**”]

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## RECITALS

### WHEREAS:-

- A. CelcomDigi is a licensed carrier under the CMA and pursuant to the CMA, CelcomDigi may offer communications network services within and outside Malaysia.
- B. The Access Seeker is a licensed carrier under the CMA and pursuant to the CMA, the Access Seeker may offer communications network services in Malaysia.
- C. Pursuant to the Malaysian Communications and Multimedia Commission ("**Commission**") determination on the Commission Determination On Mandatory Standard On Access, Determination No. 1 of 2022 ("**MSA**"), the Parties herein have agreed that the provision by CelcomDigi of information relating to the granting of by CelcomDigi or the procurement by the Access Seeker of facilities and services described in **Schedule 2 of Part E** of the CelcomDigi Reference Access Offer Version Number 1.0 dated 19 May 2023 which are facilities and services described in the Commission Determination on Access List, Determination No. 6 of 2021 ("**Access List Determination**") and the provision by the Access Seeker of information to CelcomDigi pursuant to the submission of an access request to the foregoing facilities and services shall be governed by the terms and conditions of this Agreement ("**Access Request**").
- D. The Parties will pursuant to the submission of the Access Request by the Access Seeker disclose to each other commercially valuable non-public, confidential or proprietary information, such as but not limited to commercial, financial and technical information.

- E. The Parties agree that the disclosure, use and treatment of Confidential Information by one Party (as a “**Disclosing Party**”) to the other Party (as a “**Receiving Party**”) shall be solely for the purpose of CelcomDigi assessing the Access Request of the Access Seeker and shall further be subject to the terms and conditions herein contained.

In consideration of the Parties' mutual disclosure of Confidential Information (defined hereinafter) to each other, which each pParty acknowledges to be good and valuable consideration for its obligations hereunder, the Parties hereby agree and undertake as follows:

## **1. Non-Disclosure of Confidential Information**

- 1.1 Each Party agrees and undertakes that except as hereinafter permitted or required by this Agreement, for the purposes of this Agreement all information of whatsoever nature (whether oral, written, pictorial, visual or in any other form) relating to either Party or any of its subsidiaries and affiliates including without limitation:
- (a) the existence and the contents of this Agreement;
  - (b) the existence and terms of any agreement relating to the Access Request and discussions or negotiations relating to the Access Request;
  - (c) all information disclosed as part of the process of setting up the Access Request or otherwise;
  - (d) all information which is disclosed by the Disclosing Party and/or any of its Representatives (as defined below) including information disclosed during the course of meetings or discussions in respect of or relating to the Access Request;

- (e) all information of whatsoever nature relating to the Access Request or the Disclosing Party (be it internal or external) including but not limited to its business, business plans, affairs, operations, management, accounts, assets and liabilities, finance, financial model, trade secrets, intellectual property, strategy, technology, data, training materials, information that reveals the processes, concepts or methodologies and information in relation to its suppliers, customers, officers, employees, contractors, agents and/or distributors;
- (f) all information of whatsoever nature obtained by observation during each Party's site visits and service qualifications; and
- (g) all analyses, compilations, reports, assessments, evaluations, forecasts, studies and other documents prepared by the Disclosing Parties and/or any of its Representatives, which contain or otherwise reflect or are generated from any of the foregoing;

shall hereinafter, collectively and individually, be referred to as **"Confidential Information"**.

- 1.2 The Parties agree that the Confidential Information shall be held in confidence by the Receiving Party, shall remain the Disclosing Party's property and subject to **Clause 1.3**, shall not, without the Disclosing Party's prior written consent (which may be withheld, or given on such conditions, as it thinks fit), be disclosed to any persons (other than the Receiving Party's Representatives), nor used for any purpose whatsoever (other than for evaluation of the Access Request).

1.3 The obligations of confidentiality contained in this Agreement do not apply to any information:

- (a) that the Receiving Party can demonstrate from its records was properly known to them, without restriction, prior to disclosure by the Disclosing Party;
- (b) that the Receiving Party can demonstrate is or becomes generally known to the public or in the public domain other than as a result of the action or inaction of the Receiving Party;
- (c) that becomes available to the Receiving Party as shown on its records on a non-confidential basis from a source other than the Disclosing Party, provided that such source was not bound by an express or implied duty of confidentiality in respect thereof;
- (d) that the Receiving Party is required by law or the requirement of any regulatory body to disclose such information, except that the Receiving Party shall promptly give notice to the Disclosing Party of that requirement and disclose only that portion of the information which they are legally required to disclose after having afforded an opportunity to the Disclosing Party to at its cost and expense restrict the disclosure; or
- (e) for the resolution of disputes between the Parties.

1.4 The Receiving Party shall not disclose the Confidential Information to any person, other than to its Representatives on a strictly need-to-know basis. For purposes of this Agreement, **“Representatives”** shall mean any of the Receiving Party’s holding and ultimate holding

companies, related corporation (as defined under Companies Act 2016), and each of the aforesaid respective directors, officers, employees, auditors and professional advisers from time to time who are directly concerned with the Receiving Party's appraisal of and/or representing the Receiving Party in relation to the Access Request, with the need to know, and has been made aware of the confidential nature of the Confidential Information and the terms of this Agreement.

- 1.5 If any legal proceedings are commenced or actions taken which could result in the Receiving Party or any of its Representatives becoming compelled to disclose the Confidential Information, the Receiving Party shall, to the extent as permitted by law, immediately notify the Disclosing Party of such proceedings or action in writing before any Confidential Information is so disclosed, and will take all reasonable steps to resist or avoid the requirement for any such disclosure, including all steps that the Disclosing Party may reasonably request, and keep the Disclosing Party fully and promptly informed of all matters and developments relating thereto.
- 1.6 Notwithstanding the step taken by the Receiving Party as prescribed in **Clause 1.5**, in the event the Receiving Party or any of its Representatives becomes obliged to disclose Confidential Information to any third party pursuant to **Clause 1.5**, to the extent permitted by law, the Receiving Party shall disclose to such third party only the minimum amount of information, strictly on need-to-know basis, for the purposes of discharging its obligations and will to the extent practicable, ensure that confidential treatment be accorded to the Confidential Information disclosed. Furthermore, to the extent permitted by law, the Receiving Party shall give the

Disclosing Party prior written notice of the Confidential Information it proposes to disclose, containing a copy of the proposed disclosure and confirmation that in the Receiving Party's legal advisers' opinion such disclosure is required and cannot reasonably be avoided, and the Receiving Party shall give the Disclosing Party a reasonable opportunity to discuss the relevant notice prior to any disclosure on how to resist or avoid the requirement of any such disclosure with the Disclosing Party's assistance.

- 1.7 If either Party is uncertain as to whether any information is Confidential Information, it must treat that information as Confidential Information and as not in the public domain unless and until the Parties agree in writing that the information is in the public domain.
- 1.8 Each Party must take all steps and do all such things as may be reasonably necessary, prudent or desirable, in order to safeguard the confidentiality of the Confidential Information of the other Party.
- 1.9 For the avoidance of doubt, nothing in this Agreement is intended to require the disclosure of Confidential Information by either Party.

## **2. Surrender and/or Destruction of Confidential Information**

- 2.1 The Receiving Party shall, and shall procure that its Representatives shall, within 60 Business Days of a written demand from the Disclosing Party, to the extent practically feasible:
- (a) return to the Disclosing Party all Confidential Information (and all and any copies thereof or of any part thereof);
  - (b) expunge all Confidential Information from any computer, computer disk, word processor or other similar electronic

retrieval or storage device into which it was programmed or in which it is stored by or on behalf of the Receiving Party or any of its Representatives; and

- (c) destroy all notes, analyses or memoranda containing Confidential Information prepared by or on behalf of the Receiving Party or any of its Representatives;
- (d) in respect of Confidential Information contained in magnetic, electronic, digital or other intangible forms which cannot be delivered or permanently destroyed or erased, restrict access to the same and ensure that it is inaccessible by other persons.

PROVIDED THAT such obligations to return, expunge, destroy or restrict access shall not apply to such Confidential Information, or notes, analyses, memoranda and the like containing such Confidential Information, that the Receiving Party or any of its Representatives are required by law or professional regulations to retain or is contained in board or committee papers of the Receiving Party or any of its Representatives, or which is for Receiving Party or any of its Representatives' own internal credit risk, insurance, conflict checks or quality review checks, accounting purposes and record-keeping purposes.

The provisions of this Agreement shall, notwithstanding its termination, continue to apply to all such retained Confidential Information.



### **3. Representatives**

3.1 The Receiving Party shall procure that each of its Representatives is made aware of and complies with the terms of this Agreement as if he, she or it were a party thereto. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

### **4. Certification**

4.1 The Receiving Party shall, upon written request from the Disclosing Party promptly certify to the Disclosing Party in writing that it has complied with its obligations under this Agreement.

### **5. Designated Persons**

5.1 Unless and until the Disclosing Party indicates to the Receiving Party otherwise, the Receiving Party shall make all requests for Confidential Information and all inquiries relating to the Access Request to persons designated in writing by each of the Parties.

### **6. Offer to Contract**

6.1 Neither this Agreement nor the disclosure of Confidential Information constitutes an offer nor the basis of any contract which may be relied upon by any of the Parties.

### **7. Representation on Confidential Information**

7.1 The Disclosing Party shall take reasonable steps to ensure that the Confidential Information to be disclosed to the Receiving Party is true, accurate and not misleading in any material respect and that there is no omission which could be material.

7.2 The Disclosing Party also warrants that it has the requisite power and authority to disclose and/or make available all the Confidential Information.

7.3 If the Disclosing Party subsequently discovers that any such Confidential Information or documentation, or part thereof, is or is likely to be untrue, inaccurate or misleading in a material respect or that its provision or use by the Receiving Party would be unauthorised or in breach of any law, duty or obligation binding on the Disclosing Party, it shall notify the Receiving Party as soon as practicable and correct any such inaccuracy or omission to the best of its ability and in the case where the Disclosing Party notifies the Receiving Party that the Disclosing Party is not authorised to disclose the Confidential Information or that such disclosure will be in breach of law, duty or obligation binding on the Disclosing Party, the Receiving Party shall immediately cease all use and disclosure of the Confidential Information and deliver-up the Confidential Information, all copies of the Confidential Information and all documents or records incorporating or referencing the Confidential Information.

## **8. Remedies**

8.1 Both Parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such Confidential Information. Therefore, both Parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other

remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its attorney's fees and expenses on a solicitor-client basis.

## **9. Waiver**

9.1 No failure or delay by either Party in exercising any right, power or privilege to which it is entitled shall operate as a waiver nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise. The terms of this Agreement and the obligations and acknowledgements hereunder may only be waived or modified by an agreement in writing between the Parties.

## **10. Indemnity**

10.1 The Receiving Party shall indemnify in full, and shall keep the Disclosing Party fully indemnified and save harmless against any claims, liabilities, costs, expenses, direct loss or damage (including, but not limited to reasonable legal costs) which may arise directly or indirectly from the unauthorised disclosure or use of the Confidential Information by the Receiving Party or any of its Representatives or from any other breach of the terms of this Agreement.

## **11. Independent Contractors**

11.1 Both Parties are acting as principal, not as an agent or broker for any other person and one Party shall not be responsible for any costs incurred by the other.

## **12. Severability**

12.1 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to the Parties, the prohibition or unenforceability shall not invalidate the remaining provisions or affect the validity or enforceability of the provision in relation to any other party or any other jurisdiction.

## **13. Term**

13.1 The terms and conditions of this Agreement shall continue to be in effect for so long as the Confidential Information disclosed by one Party to the other continues to be confidential.

### **13A. Insider Trading Information.**

The Receiving Party agrees and acknowledges that as a result of its receipt of the Confidential Information it may be, or be treated as being, an “insider” (as defined by section 188 of the Capital Markets and Services Act 2007 (Act 671)) or in possession of “information” as defined by section 183 of the Capital Markets and Services Act 2007 (Act 671), and that such Confidential Information may be treated as either having or would tend to have a material effect on the price or value of the Disclosing Party’s or its parent company’s securities. Accordingly the Receiving Party is aware of and agrees to comply with Malaysian securities law in relation to such “information”, and it will procure that its “associated person” (as defined in Act 671) similarly do so, in particular it will not directly and/or indirectly procure, acquire, dispose or enter into an agreement to procure, acquire or dispose the publicly traded stocks and shares of the Disclosing Party or its parent company.

### **13B. Data Protection**

The Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010, its subsidiary legislation and associated Code of Practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any of all information related to the performance and obligation under this Agreement.

### **14. Governing Law and Submission to Jurisdiction**

14.1 The terms of this Agreement and the Parties' obligations and undertakings hereunder shall be governed by and construed in accordance with the laws of Malaysia and the Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

### **15. Counterparts**

15.1 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed an original, and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties by facsimile or other electronic means.

### **16. Cost, Expenses and Stamp Duty**

16.1 Each Party shall bear its own costs and expenses including legal costs in the preparation, negotiation and execution of this Agreement.

16.2 Stamp duty payable on this Agreement shall be solely borne by the Access Seeker.

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## 17. Notices and service of legal process

17.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be delivered personally, by post, by courier or by electronic mail (“**email**”) to each Party required to receive the notice or communication at its address as set out below:

(a) **Celcom Berhad (formerly known as Celcom Axiata Berhad):**

Add: [●]

Tel: [●]

email address: [●]

Attention: [●]

(b) **Celcom Mobile:**

Add: [●]

Tel: [●]

email address: [●]

Attention: [●]

(c) **Celcom Network**

Add: [●]

Tel: [●]

email address: [●]

Attention: [●]

(d) **Digi Telecommunications Sdn Bhd**

Add: [●]

Tel: [●]

email address: [●]

Attention: [●]

(e) **Access Seeker:**

Add: [●]

Tel: [●]

email address: [●]

Attention: [●]

or as otherwise specified by the relevant Party by notice in writing to the other Parties.

17.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if delivered by post, 3 Business Days after the date of posting;
- (c) if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or
- (d) if delivered by email, upon receipt by the sender of a successful transmission report.

**18. Entire Agreement**

18.1 This Agreement is the entire agreement between the Parties on the subject matter stated herein. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement. All prior representations, communications and agreements in relation to the subject matter herein are superseded by this Agreement.

[The remainder of this page is intentionally left blank]



IN WITNESS WHEREOF the Parties hereto have caused this Confidentiality and Non-Disclosure Agreement to be executed by their duly authorized representatives on the date first above written.

SIGNED by )  
for and on behalf of )  
**Celcom Berhad** )  
**(formerly known as Celcom Axiata Berhad)** )  
in the presence of: ).....

Name:  
NRIC No:  
Designation:  
.....

Witnessed by:

Name:  
NRIC No:

SIGNED by )  
for and on behalf of )  
**Celcom Mobile Sdn. Bhd** )  
in the presence of: ).....

Name:  
NRIC No:  
Designation:  
.....

Reference Access Offer  
Version Number: 2.0  
Date: 21 July 2023



Witnessed by:

Name:

NRIC No:

SIGNED by )

for and on behalf of )

**Celcom Networks Sdn. Bhd.** )

in the presence of: ).....

Name:

NRIC No:

Designation:

.....

Witnessed by:

Name:

NRIC No:

SIGNED by )

for and on behalf of )

**Digi Telecommunications Sdn. Bhd.** )

in the presence of: ).....

Name:

NRIC No:

Designation:

.....

Witnessed by:

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

Reference Access Offer  
Version Number: 2.0  
Date: 21 July 2023



Name:

NRIC No:

SIGNED by )

for and on behalf of )

)

in the presence of: ).....

Name:

NRIC No:

Designation:

.....

Witnessed by:

Name:

NRIC No:

## **Part E: REFERENCE ACCESS OFFER AGREEMENT**

### **1. CELCOMDIGI REFERENCE ACCESS OFFER**

This Reference Access Offer Agreement is made by **Celcom Berhad (formerly known as Celcom Axiata Berhad)** (Company No. [number]), a private limited liability company incorporated under the laws of Malaysia with its registered address at [address] and business address at [address], **Celcom Networks Sdn. Bhd.** a private limited liability company incorporated under the laws of Malaysia with its registered address at [address] and business address at [address] and **Celcom Mobile Sdn. Bhd.** a private limited liability company incorporated under the laws of Malaysia with its registered address at [address] and business address at [address] and **Digi Telecommunications Sdn Bhd** a private limited liability company incorporated under the laws of Malaysia with its registered address at [address] and business address at [address], (collectively referred to as “**CelcomDigi**”)

### **TO and WITH**

All Qualifying Persons

### **2. SCOPE OF REFERENCE ACCESS OFFER AGREEMENT**

- 2.1 This RAO Agreement only applies to Facilities and Services that are stipulated in the Access List Determination and only in respect of those Facilities and Services described in **Schedule 2 of Part E** of this CelcomDigi RAO.
- 2.2 The offer of access to Facilities and Services is only to Qualifying Persons.

2.3 The offer of access to Facilities and Services is only on a wholesale relationship basis.

### **3. NON-APPLICABILITY OF THE RAO AGREEMENT**

3.1 This RAO Agreement does not apply to Non-Regulated Facilities and Services.

### **4. PRINCIPLES OF ACCESS AND INTERCONNECTION**

4.1 Provision and Usage of Facilities and Services subject to Licence

(a) The Facilities and Services provided by CelcomDigi shall at all times be Facilities and Services which CelcomDigi is permitted to provide under its respective Licences.

(b) Concurrently, the Facilities and Services provided to the Access Seeker shall only be used in connection with an activity or activities in which the Access Seeker is authorised to provide under its Licence.

4.2 Principles of Non-Discrimination

(a) CelcomDigi agrees and acknowledges that the governing principle of this RAO Agreement is that the Parties are, in respect of the provision of Facilities and Services, in an operator-to-operator relationship.

(b) Consistent with section 149(2) of the CMA, access to Facilities and/or Services provided by CelcomDigi to the Access Seeker shall be:

(i) of at least the same or more favourable technical standard and quality as the technical standard and quality provided by CelcomDigi for itself on the CelcomDigi's Facilities and Services; and

- (ii) provided on an equitable and non-discriminatory basis.

4.3 However, nothing in this RAO Agreement shall limit the Access Seeker's ability to freely request and agree on access to the CelcomDigi's Facilities and/or Services that are either superior or inferior (in terms of technical standard and quality) to that which CelcomDigi provides to itself or its related companies.

4.4 Notwithstanding anything to the contrary in this RAO Agreement, the principles of non-discriminatory stipulated in this **Section 4.2** of this RAO Agreement shall not be applicable to Non-Regulated Facilities and Services.

#### 4.5 Customer Principles

- (a) Recognition of Customer Principle

Both Operators must recognise and act consistently with the Customer relationship principles referred to in **Section 4.5(b)** of this RAO Agreement.

- (b) Customer Relationship Principles

- (i) The supply by CelcomDigi to the Access Seeker of Facilities and Services may be utilised by the Access Seeker in providing Facilities and/or Services to its Customers, and such utilisation does not mean that those Customers are also Customers of CelcomDigi.

- (ii) For the avoidance of doubt, the Operators acknowledge that the Access Seeker will be responsible for billing its own Customers, unless otherwise agreed in writing by the Operators. Such an

agreement may include, but is not limited to the following:

- (A) CelcomDigi billing on behalf of the Access Seeker; or
- (B) CelcomDigi, in its own right, bills the Customer of the Access Seeker and makes a separate payment to the Access Seeker.

#### 4.6 Time for Compliance of An Obligation

Notwithstanding any provision of the RAO Agreement, if:

- (a) CelcomDigi fails to comply with a timeframe under the RAO Agreement; and
- (b) CelcomDigi considers that such failure was caused or contributed to by necessary Third Party involvement or other matters reasonably outside CelcomDigi's control (for example, where written approval from local or other authority or any Third Party owner or occupier of land or owner or operator of any facility or provider of any service is required),

CelcomDigi will notify the Commission of such non-compliance and such Third Party involvement, and provide the contact details of such Third Party, to permit the Commission to investigate the non-compliance. While the non-compliance is under the investigation of the Commission, the Access Seeker shall continue to perform its obligations under the RAO Agreement and shall not commence nor institute any proceedings of any kind against CelcomDigi nor refuse to cooperate with CelcomDigi nor with the agents and contractors

of CelcomDigi in CelcomDigi fulfilling its obligations under this Agreement. The Access Seeker shall promptly furnish to the Commission such information as the Commission shall require and forward a copy of the correspondence and documents submitted to the Commission to CelcomDigi at the same time or promptly thereafter.

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## **5. PARAMETERS OF THE RAO AGREEMENT**

- 5.1 The scope of this RAO Agreement is, unless otherwise specified in this RAO Agreement, limited only to the provision of the Facilities and Services.
- 5.2 The Operators agree that this RAO Agreement is not intended to govern the provision of any facilities and/or services not specified in this RAO Agreement except to the extent that the supply of the service is incidental to the functionality required for:
- (a) the Interconnection of the Facilities of Access Seeker with the Network of CelcomDigi; or
  - (b) the carriage of Call Communications across CelcomDigi's Network.
- 5.3 The obligation of CelcomDigi to agree, in accordance with this RAO Agreement, to the extension of this RAO Agreement to cover the provision of a Facility and/or Service to the Access Seeker is first subject to CelcomDigi being so obliged by virtue of its respective Licences or by applicable regulations, Determinations and/or Directions, and the Access Seeker being in full compliance of all the material terms herein.
- 5.4 Except where this Agreement provides to the contrary, the rights and obligations conferred by this RAO Agreement apply reciprocally as between the Operators. For the purposes of clarification, where this RAO Agreement expressly states that a service is only to be provided by one named Operator to the other named Operator the obligations in respect of that service are not regarded as reciprocal.
- 5.5 For the avoidance of doubt, this RAO Agreement is intended to apply only to the provision of Facilities and Services by CelcomDigi to the

Access Seeker and to related matters concerning the Operators and may not be construed as conferring benefits on third persons.

- 5.6 The Operators hereby agree and acknowledge that this RAO Agreement in its entirety shall only be effective and enforceable upon registration of this RAO Agreement (which requires registration) with the Commission pursuant to section 150 of the CMA.

The Operators hereby agree and acknowledge that those portions of this RAO Agreement which do not require registration with the Commission, will not be lodged with the Commission for registration.

- 5.7 Each Operator shall notify the other Operator as soon as possible of all correspondences from the Commission pertaining to the registration of this RAO Agreement. In the event that, the Commission refuses or fails to register this RAO Agreement or part thereof, the Operators shall negotiate in good faith to decide on the next course of action to be undertaken by the Operators.

## **6. PROCEDURES FOR REQUESTING NEW FACILITIES AND SERVICES**

### 6.1 Application for Access to New Facilities and/or Services

- (a) The Access Seeker may request CelcomDigi to supply network facilities or network services that are not currently specified in this RAO Agreement by serving an Access Request on CelcomDigi.
- (b) The purpose of such Access Request is to provide CelcomDigi with sufficient information to assess the Access Seeker's request for the supply of network facilities or network services

requested by the Access Seeker that are not currently specified in this RAO Agreement.

## 6.2 Processing of Access Request

- (a) The Access Request submitted by the Access Seeker must comply with the terms and conditions of **Section 2 of Part C** of CelcomDigi's Reference Access Offer Version Number 1.0 dated 19 May 2023.
- (b) The Access Request submitted by the Access Seeker shall be considered and processed by CelcomDigi in accordance with the provisions of **Part C** of CelcomDigi's Reference Access Offer Version Number 1.0 dated 19 May 2023.

## 7. PROVISION OF INFORMATION

- 7.1 After the acceptance of an Access Request submitted by the Access Seeker, the obligations of each Operator to provide information to the other Operator are as set out in this RAO Agreement or as otherwise agreed between the Operators and are subject to the requirements of confidentiality imposed by this RAO Agreement.
- 7.2 The Access Seeker will charge and bill its own Customers for the communications services provided by the Access Seeker to its own Customers. The Operators will agree on the Communication Information which is to be exchanged for the purposes of charging, billing, and such Communication Information will be deemed to be included in the documents referred to in **Schedule 1A** of this RAO Agreement for the purposes of call and billing verification. For the purpose of inter-operator billing reconciliation the Access Seeker will provide CLI to CelcomDigi subject to:

7.3 CLI and data relating to CLI will be kept confidential by CelcomDigi. CelcomDigi may use the CLI disclosed to it only for the following purposes:

- (a) prevention and investigation of spam and fraud;
- (b) display to Customers;
- (c) emergency services;
- (d) malicious call tracing; and/or
- (e) inter-Operator and/or Customer billing,

provided always that such use does not violate the Law. The Operators will co-operate in the barring of CLI where required under Law, Determination, Direction or as otherwise agreed.

7.4 To the extent permitted by Malaysian Law and any relevant guidelines or customer service standards in force, pursuant to the Operator's respective Licence conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operators' respective Communications Services and the theft of the Operator's provided terminal equipment.

7.5 Information provided under this RAO Agreement may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian Law and the **Section 13 and 14** of this RAO Agreement.

7.6 If any information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny

the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues, on issuing of notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.

- 7.7 The Operators acknowledge that when information (including, for the purposes of this Section any updated information) required to be provided under this Section is held on a database of an Operator, the other Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which information is to be made available will be determined by the Operator that owns or controls the database having regard to the reasonable cost, convenience and security concerns of the Operators.
- 7.8 Subject to the CMA and any subordinate legislation, nothing in this RAO Agreement may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when this RAO Agreement comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
- 7.9 All information relating to the provision of access to and use of a Facility and Service, must be kept by both Operators for a period of 7 years from date of origination, unless otherwise agreed in writing, for the purposes of verification and audit.

## **8. SECURITY REQUIREMENTS**

- 8.1 The Access Seeker shall furnish to CelcomDigi the security requirement, in the amount as assessed and determined by CelcomDigi upon consideration by CelcomDigi of the Access Request submitted by the Access Seeker, no later than 30 Business Days prior to the date of execution of the RAO Agreement and once issued shall be valid for an initial term of 12 months and shall be renewed annually by the Access Seeker and kept valid throughout the duration of this RAO Agreement.
- 8.2 The Security shall be retained by CelcomDigi until the termination of this RAO Agreement subject to the Security (or any part of it) being utilised from time to time by CelcomDigi (in its absolute discretion) in or towards making good any default or breach of this RAO Agreement by the Access Seeker including but not limited to any payment due under the Invoices and payments which may arise under any other provisions of this RAO Agreement.
- 8.3 The Access Seeker shall at all times without any need for a demand to be made by CelcomDigi ensure that the full amount secured by the Security is maintained and increased proportionately in the event of any of the following:
- (a) any increase in the Charges by more than 30% of the then existing Charges for which the then current and existing Security is being provided; or
  - (b) once each anniversary of this RAO Agreement; or
  - (c) if there is a material increase in the credit risk due to prior record of payment of the Access Seeker; or
  - (d) the Access Seeker seeks access to new Facilities and/or Services; or

- (e) any part of the Security being utilised pursuant to **Section 9** of this RAO Agreement.
- 8.4 In the event the Security is fully utilised pursuant to **Section 9** of this RAO Agreement or otherwise, the Access Seeker shall, within 30 Business Days from the date of notification from CelcomDigi that the Security has been fully utilised, furnish to CelcomDigi a new Security on the same terms and nature notwithstanding any dispute in that amount that has been liquidated.
- 8.5 In the event the Access Seeker fails to fulfil any of its obligations under this RAO Agreement, CelcomDigi shall be entitled to immediately make a demand or call on the Security and CelcomDigi may suspend the access and use of the Facilities and Services to the Access Seeker after giving the Access Seeker 7 Business Days' written notice and the suspension shall take effect upon expiry of the said notice and written approval of the Commission.
- 8.6 The remedies specified in this **Section 8** are in addition and without prejudice to any other remedies that CelcomDigi may have.

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## **9. BILLING, SETTLEMENT AND TAXES**

### 9.1 Billing

- (a) In respect of any Charge due from CelcomDigi, CelcomDigi shall raise the Invoice for amount due for the supply of Facilities and Services other than for:
- (i) Charges incurred for agreed numbers used for testing purposes prior to the commissioning of a POI; and
  - (ii) voice announcements at exchanges which are limited to:
    - (A) the number is not in service;
    - (B) bulk change announcement;
    - (C) subscriber set is not switched on/active;
    - (D) subscriber set is out of range; or
    - (E) any other voice announcement at exchanges (which are not chargeable) to be mutually agreed in writing by the Operators.
- (b) Unless otherwise agreed in writing and subject to **Schedule 2** for any specific Facility and Service, CelcomDigi shall Invoice in writing or in electronic form (as requested by the Access Seeker), within 1 month from the end of the Billing Cycle for amounts due in respect of the supply of Facilities and Services during the Billing Period. CelcomDigi shall provide with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify the rates and Charges specified in the Invoice. In addition, the Access Seeker may request, in



writing, for the billing report to be provided by CelcomDigi in an electronic format.

- (c) Billing Cycle: CelcomDigi shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker.
- (d) CelcomDigi shall provide the Access Seeker at the Access Seeker's written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker in monthly tranches.
- (e) The Access Seeker shall, from time to time, inform CelcomDigi of the mailing address and the department to which the Invoice should be sent to and CelcomDigi shall notify the Access Seeker of its bank account details for the purposes of enabling the Access Seeker to make payment. All Invoices shall be delivered electronically via the email or through a secure online portal

## 9.2 Provisional Billing

- (a) Where CelcomDigi is unable to issue an Invoice within 1 month after the end of the Billing Cycle in accordance with **subsection 9.1 (c)**, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (**Provisional Invoice**). In such circumstances, CelcomDigi may invoice the Access Seeker for a provisional amount for a period of not more than 3 successive Billing Cycles, provided the total provisional amount is no more than the average of the most recent three (3) Invoices. Where there have not been

3 past Invoices for access to the relevant Facilities or Services network facilities or network services, CelcomDigi may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.

- (b) Adjustment Period: Where a Provisional Invoice is issued by CelcomDigi, within the next 2 months or such other time period as may be agreed in the Access Agreement ("**Adjustment Period**"), CelcomDigi must issue an Invoice for the actual amount due for access to the relevant Facilities or Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the invoiced Operator 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 the Access Seeker will pay in full such difference (free of interest) within 1 month from the receipt of the actual Invoice to CelcomDigi. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then CelcomDigi will reimburse in full such difference (free of interest) within 1 month from the receipt of the actual Invoice to CelcomDigi.

### 9.3 Taxes

- (a) All sums payable under this Agreement including the Service Charges are stated exclusive of Taxes. CelcomDigi is entitled to charge Taxes in addition to the Service Charges and/or any supply(ies) made under this Agreement which shall be borne by the Access Seeker. For the avoidance of doubt, Taxes means any applicable taxes and regulatory charges at the

prevailing rate, including but not limited to withholding tax (of any kind and howsoever computed), value added tax, consumption tax, goods and services tax, indirect tax, sales tax, service tax, duties, fees, levies and surcharges (including any fines and penalties), by whatever name called, which may now be or which may be in the future introduced and imposed by the relevant government authorities in Malaysia and/or the Access Seeker's country of domicile under any law, regulation, directive or guideline thereof including any amendment thereto from time to time.

- (b) Should any payment made to CelcomDigi by the Access Seeker be subject to withholding tax, then such payment shall be grossed up such that CelcomDigi shall receive the full amount without deduction of any withholding tax.
- (c) The Access Seeker shall support CelcomDigi in obtaining any tax exemptions and tax relief achievable in connection with the performance of this Agreement, if any, and shall give all such other assistance as may be reasonably required to avoid or redeem any withholding tax.
- (d) The Access Seeker shall indemnify and keep CelcomDigi indemnified against any liability, claim, suit, penalty, fines, impost, loss, fee, cost (including cost on a solicitor and client basis) and expense whatsoever, so incurred and/or suffered by CelcomDigi, as a result of non-payment of Taxes pursuant to Clause 9.3 of this Agreement.

#### 9.4 Terms of Payment

- (a) The Access Seeker must pay any amount due and owing to CelcomDigi on the Due Date unless otherwise agreed in writing by all Operators. In the event the Access Seeker fails to make payment of any amount due by the Due Date, CelcomDigi shall have the right to make a call or demand or utilise the Security for payment of the amounts due to CelcomDigi.
- (b) The Access Seeker to whom any Facilities and/or Services is provided under this RAO Agreement must pay CelcomDigi the applicable rates and Charges, and on the terms and conditions set out or referred to, as the case may be, in this RAO Agreement.
- (c) All payments:
  - (i) must be paid by electronic transfer to CelcomDigi or by cheque to the nominated account(s) of CelcomDigi;
  - (ii) must be accompanied by such information which is reasonably required by CelcomDigi to properly allocate payments received, failing which CelcomDigi shall have the absolute discretion to allocate payments received to any amounts due and payable; and
  - (iii) unless otherwise agreed by the Operators in this RAO Agreement, shall not be subject to any set-offs except where the Access Seeker is in liquidation or at least 3

invoices have been issued and such Invoices have not been paid (excluding disputed amounts)

9.5 Withholding of disputed amounts: CelcomDigi shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

- (a) the Access Seeker notifies the Access Provider within 15 days from the date of receipt of the Invoice of such dispute (unless otherwise agreed in an Access Agreement); and
- (b) the Access Seeker's notification specifies the information referred to in **subsection 20.6(d)** of Dispute Resolution Procedures.

9.6 All Invoices shall be stated in Ringgit Malaysia and payment must be made in Ringgit Malaysia. For invoices stated in foreign currency or other agreed currencies in respect of Charges incurred for the utilisation of a foreign network, payment for such invoices shall be made in the currency in which the invoice is denominated unless otherwise agreed in writing.

9.7 It is hereby expressly agreed that CelcomDigi is entitled to the payment of interest without prejudice to any other rights of CelcomDigi. Interest on due and unpaid amounts is payable (as well as before judgment and after judgment) at the rate of 2% per annum above Malayan Banking Berhad Base Rate calculated daily from the Due Date until the date of actual payment. Payments which are overdue by more than 2 months will bear interest at the rate of 3% per annum above Malayan Banking Berhad Base Rate (as well before judgment and after judgment) calculated from the Due Date until the date of receipt by CelcomDigi of full payment. Further, the

Malayan Banking Berhad Base Rate to be used shall be the published rate prevailing on the date of payment.

- 9.8 Where interest in respect of any due and unpaid amount is due to CelcomDigi, CelcomDigi may add the amount of such interest to its next invoice.
- 9.9 If CelcomDigi discovers an error in an invoice given to the Access Seeker under this **Section 9** of the RAO Agreement, it shall promptly notify the Access Seeker in writing. CelcomDigi shall make the necessary adjustment to correct that error within 1 month of notification.
- 9.10 Backbilling: Unless otherwise agreed by all Operators in this RAO Agreement, CelcomDigi may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that CelcomDigi is able to substantiate the charges to the Access Seeker and such inclusion, amendment or issuance is made within 3 months from the end of the Billing Cycle in which the calls were made or in which other service Facilities or Services were provided.
- 9.11 Billing Disputes
- (a) Where there is a Billing Dispute, the Operators shall comply with the Dispute Resolution Procedures in **Subsection 20.6** of this RAO Agreement.
  - (b) With respect to Charges for Interconnect Traffic only, the Operators agree that where there is a discrepancy in:
    - (i) the call data, whether in the number of calls or duration of calls; or

- (ii) the amounts payable,  
  
in an Invoice for a particular traffic month, a variance of up to 1% of the total Charges for Interconnect Traffic shall be acceptable and shall not be subject to a Billing Dispute provided that such discrepancy is not a result of an error in charging principles or applicable rates.
- (c) For the avoidance of doubt, the Access Seeker shall not use the Dispute Resolution Procedures in **Subsection 20.6** of this RAO Agreement to avoid or delay payment due to CelcomDigi where there is no genuine dispute.

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## 10. AUDITS

- 10.1 Where the Operators agree to a joint investigation pursuant to **Subsection 20.6(m)** of this RAO Agreement, either Operator may request an audit of the other Operator's data, and the other Operator will facilitate and provide access upon reasonable notice for such audit to be carried out by independent auditors agreed upon by the Operators and an audit certificate provided. The cost of such an audit will be agreed and equally shared by the Operators. The auditor's scope of work shall only cover the accurate application of the agreed rates and the data records.
- 10.2 If the other Operator is not satisfied with the result of the audit conducted under **Section 10.1** of this RAO Agreement ("**First Audit**"), then the other Operator may appoint its own auditor, at its own cost, to conduct an audit to verify the data ("**Second Audit**"). If either Operator is dissatisfied with the results of either Audit or there is a discrepancy between the results of the First Audit or Second Audit or the interconnect usage report, then this matter may be resolved by jointly appointing a third auditor in the manner set out in **Section 10.3** of this RAO Agreement.
- 10.3 The independent auditor shall be appointed by both Operators within 30 Business Days from the date of the request of the audit ("**Appointment Date**"). Failing agreement on the independent auditor abovementioned, another auditor will be appointed by an independent Third Party (the Director of the Kuala Lumpur Regional Centre for Arbitration) within 30 Business Days from the Appointment Date. The cost of the audit shall be borne by the Operators equally and the results of the audit shall be final and binding. For the avoidance of doubt, the Dispute Resolution



Procedures set out in **Section 20** of this RAO Agreement shall not apply to this Section 10 of the RAO Agreement if the Operators elect to have the billing dispute resolved in accordance with the process in this Section 10 of the RAO Agreement.

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## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 All rights, titles and interests in and to any:
- (a) Intellectual Property (in relation to matters which are the subject of this RAO Agreement) developed or to be developed vests in the Operator who developed that Intellectual Property or for whom that Intellectual Property was developed by a third person; and
  - (b) improvements to or adaptations, versions or modifications of Intellectual Property (in relation to matters which are the subject of this RAO Agreement) vest in the Operator who developed that Intellectual Property or on behalf of whom that Intellectual Property was developed.
- 11.2 The Operators will negotiate arrangements (including in respect of title) concerning Intellectual Property jointly developed in the course of performing or otherwise in connection with this RAO Agreement.
- 11.3 Each Operator shall licence to the other Operator on a royalty-free basis, all Intellectual Property rights necessary for the on-going operation of this RAO Agreement and the inter-operability of the Operators' Networks but shall be subject to any relevant Third Party licences. The Operator given access to Third Party licensed Intellectual Property shall solely bear the cost, expenses, fees and royalties payable to such Third Party where payment is requested by such Third Party. The Operators agree that such Intellectual Property Rights accorded to them shall only be used for purposes of this RAO Agreement unless otherwise agreed in writing.
- 11.4 Each Operator ("**Indemnifying Operator**") indemnifies the other Operator ("**Innocent Operator**") against all liability or loss arising

directly or indirectly from, and all reasonable costs, charges and expenses incurred by the Innocent Operator in, connection with any claim, action, suit or demand alleging infringement of the rights of a Third Party arising from use by the Innocent Operator of Intellectual Property disclosed or licensed by the Indemnifying Operator under this RAO Agreement. This indemnification will represent the only remedy and form of compensation available to the Innocent Operator in relation to the infringement of Intellectual Property licensed or disclosed by the Indemnifying Operator under this RAO Agreement.

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## **12. PROVISION OF FACILITIES AND SERVICES**

- 12.1 The Access Seeker shall not use any Facilities and/or Services provided by CelcomDigi other than in accordance with all applicable laws, including but not limited to, the terms of any licence applicable to the Access Seeker, data privacy Laws, the Laws of copyright and Intellectual Property rights.
- 12.2 The Access Seeker acknowledges and agrees that subject to the QoS Standards stipulated in this RAO Agreement and/or any Instruments related to the Facilities and/or Services provided by CelcomDigi, CelcomDigi has no control whatsoever over the accuracy, quality or integrity of the information, data or programs accessed or transmitted via its Network or for the loss of messages, information, data or images resulting from delays, non-deliveries, mis-deliveries or service interruptions.
- 12.3 CelcomDigi has no control whatsoever over the information, images or other content transmitted through its Network. As such, CelcomDigi shall not be responsible for the content of any Communications conveyed by making use of its Facilities and/or Services.
- 12.4 CelcomDigi does not warrant that:
- (a) the Facilities and/or Services will meet the requirements of any Third Party; or
  - (b) subject to the target times and QoS Standards in **Schedule 1 and Schedule 2** of this RAO Agreement and/or any Instruments related to the Facilities and/or Services provided by CelcomDigi, the operation of the Facilities and/or Services will be uninterrupted or error-free.

- 12.5 The Access Seeker shall only offer its services to its Customers under its own brand without any use of, or reference to CelcomDigi's brands. The Access Seeker agrees not to offer any service under any brand, including any trademark, trade name or company name, of CelcomDigi unless the use of the brand(s) of CelcomDigi is explicitly provided for under this RAO Agreement.
- 12.6 The Access Seeker shall ensure that any Equipment connected to CelcomDigi's Network complies with the technical specifications specified by the CelcomDigi and are type approved.

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### **13. CONFIDENTIALITY OBLIGATION**

#### 13.1 Scope

- (a) Except as permitted by this RAO Agreement, each Operator must:
- (i) keep confidential, and not use or disclose, any Confidential Information of the other Operator;
  - (ii) ensure that any Confidential Information of the other Operator's is stored and handled in such a way as to secure it against loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
  - (iii) immediately notify the other Operator if it becomes aware of any breach or alleged breach of its own obligations under this **Section 13.1** of this RAO Agreement and comply with any reasonable directions from the other Operator with respect to remedying that breach.

The obligation under this **Section 13.1** of this RAO Agreement shall extend to Confidential Information provided to or obtained by an Operator prior to entry into this RAO Agreement.

#### 13.2 Exclusions

- (a) The obligations of confidence in **Section 13.1** of this RAO Agreement do not apply to Confidential Information:
- (i) that is required to be disclosed by applicable law;
  - (ii) that is required to be disclosed under compulsion of Law or by a court or regulator. However, before

disclosing any information, the recipient must promptly notify the discloser in writing and exhaust all reasonable steps (whether required by the discloser or not) to maintain such Confidential Information in confidence;

- (iii) that is required to be disclosed in accordance with the rules of any stock exchange upon which the recipient's or its holding company's or ultimate holding company's or related company's securities are listed (if applicable);
- (iv) that is in the public domain otherwise than as a result of a breach of this RAO Agreement; or
- (v) that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.

### 13.3 Permitted disclosure.

- (a) Each Operator may use and disclose Confidential Information of the other only on a 'need to know' and confidential basis, and solely for the exercise of rights, or the performance of obligations under this RAO Agreement:
  - (i) with the prior written consent of the other Operator;
  - (ii) to its directors, agents, professional advisers, employees, contractors and subcontractors; or
  - (iii) to its related parties.

### 13.4 Preventing disclosures.

- (a) Each Operator must take all steps and do all such things as may be reasonably necessary, prudent or desirable in order to

safeguard the confidentiality of the Confidential Information of the other Operator.

13.5 Return of Confidential Information.

- (a) Except as expressly permitted under this RAO Agreement, an Operator who has received Confidential Information from the other Operator under this RAO Agreement must, on the request of that other Operator and as directed by that Operator, immediately:
  - (i) deliver all Confidential Information to that Operator; or
  - (ii) destroy all Confidential Information (and certify the destruction to that Operator or permit an employee of that Operator to witness the destruction), and, must cease accessing, and ensure any personnel cease accessing any systems or databases to which they have been granted access;
  - (iii) in respect of Confidential Information contained in magnetic, electronic, digital or other intangible forms which cannot be delivered or permanently destroyed or erased, restrict access to the same and ensure that it is inaccessible by other persons.
- (b) An Operator who has received Confidential Information from the other Operator under this RAO Agreement may retain 1 copy of any notes and other records that it is required by Law to retain.

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13.6 Remedies

- (a) Each Operator acknowledges that:
  - (i) the other Operator, or their related bodies corporate, may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information, and that monetary damages would be an insufficient remedy; and
  - (ii) in addition to any other remedy available at Law or in equity, the other Operator or its related bodies corporate are entitled to injunctive relief to prevent a breach of, and to compel specific performance of **Section 13.1** of this RAO Agreement.
- (b) The rights arising under this **Section 13.1** of this RAO Agreement do not exclude any other rights of any Operator.
- (c) If either Operator is uncertain as to whether any information is Confidential Information, it must treat that information as Confidential Information and as not in the public domain unless and until the Operators agree in writing that the information is in the public domain.

13.7 Each Operator must bear its own cost in complying with the provisions of this **Section 13** of this RAO Agreement.

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#### **14. DATA PROTECTION**

14.1 The Operators agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010, its subsidiary legislation and associated Code of Practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any of all information related to the performance and obligation under this RAO Agreement.

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## **15. REPRESENTATIONS AND WARRANTIES**

15.1 Each Operator warrants and represents to the other that:

- (a) it has all requisite power, authority, licences, permits, and franchises, corporate or otherwise, to execute and deliver this RAO Agreement;
- (b) it has all requisite power and authority and either has or will have when and as required by all applicable Laws, all licences, permits and franchises, corporate or otherwise, to perform its obligations hereunder;
- (c) its execution, delivery, and performance of this RAO Agreement have been duly authorized by, or are in accordance with its constituent documents and that this RAO Agreement has been duly executed and delivered for the respective Operator by the signatories so authorized and further that this RAO Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- (d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may have a material effect on its ability to perform hereunder.

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## **16. LIABILITY AND INDEMNITY**

### 16.1 General Principle.

- (a) Save to the extent that another provision of this RAO Agreement expressly provides for (or expressly excludes or limits) a remedy, a liability or a form of compensation in relation to an act, omission or event, this **Section 16** of this RAO Agreement shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach or any other cause) of an Operator to the other Operator under and in relation to this RAO Agreement and in relation to any act, omission or event relating to or arising out of this RAO Agreement.

### 16.2 Insurance.

- (a) Without limiting or reducing each Operator's liability and responsibility as contained elsewhere in this RAO Agreement, each Operator shall procure and maintain the following insurances applicable to its operations with respect to and for the duration of this Agreement provided that the Operators shall not be required to maintain any additional insurance beyond those stated in **Subsections 16.2(a)(i) and 16.2(a)(ii)** of this RAO Agreement below:
- (i) 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 to provide for payment to

its employees employed on or in connection with the work covered by this RAO Agreement and/or their dependants.

- (ii) Comprehensive General Liability Insurance of an amount which is not more than RM20,000,000 for any one claim or series of claims arising out of an incident or occurrence in connection with this RAO Agreement 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 or omission of the other Operator. Such policy shall include contractual liability.

### 16.3 Damage to Property.

- (a) Subject to **Subsection 16.6(d)** of this RAO Agreement, either Operator ("**Defaulting Operator**") shall fully indemnify and hold the other Operator safe and harmless from and against all costs, expenses and claims relating to damage to or destruction or loss of all or any property beneficially and/or absolutely owned by the other Operator arising out of any act or omission of the Defaulting Operator, its servants and/or agent in so far as such damage, destruction or loss arises out of or in the course of or by reason of the carrying out any works for or in relation to this RAO Agreement or the access and use of the Facilities and Services or in providing Communications Services.

#### 16.4 Death and Personal Injury.

- (a) Subject to **Subsection 16.6(d)** of this RAO Agreement, the defaulting Operator shall be absolutely liable for, and hereby fully indemnifies and holds the other Operator safe and harmless from and against all costs, expenses and claims in respect of all injuries to, including the death of any and all employees of the other Operator arising out of any act or omission of the Defaulting Operator, its servants or agent.

#### 16.5 Third Person Indemnity

- (a) Subject to **Subsection 16.6(d)** of this RAO Agreement, the Defaulting Operator shall fully indemnify and hold the other Operator safe and harmless from and against all costs, expenses and claims in respect of:

- (i) all injuries to, including death of; and/or
- (ii) loss of or damage to property of,

Third Parties arising out of or in connection with or in the course of or by reason of the Defaulting Operator's breach or when due to any acts, omission or default of the defaulting Operator, its servants and/or agents in the carrying out of any works for or in relation to this RAO Agreement or the access and use of the Facilities and/or Services or in providing the Communications Services.

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#### 16.6 Liability

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46200 Petaling Jaya, Selangor

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- (a) Neither Operator excludes liability for death or personal injury attributable to its own negligence or the negligence of its servants and/or agents.
- (b) Subject to **Subsection 16.5** of this RAO Agreement, neither Operator shall be liable to the other Operator or any other Third Party (including the Customers of the other Operator) nor shall either Operator be liable to indemnify the other Operator for any claims, proceedings or actions brought or made by a Third Party against the other Operator, howsoever arising, including but not limited to:
  - (i) the lack of or loss or interruption or any delays to access, interconnection transmission or otherwise; and
  - (ii) any claims, proceedings or actions brought or made against the other Operator by any person pursuant to a contractual relationship with the other Operator.
- (c) Notwithstanding **Subsections 16.3 and 16.6(b)** of this RAO Agreement, an Operator shall not be liable for damage to property due to hacking and the transmission of malicious codes and/or programs by Third Parties (other than its employees, agents, servants, contractors and/or other persons under its control) provided that presently available security solutions or anti-virus solutions have been put in place by the Operators.

- (d) In no event will either Operator's liability under this RAO Agreement other than for Charges, interest for late payment and other sums payable under this RAO Agreement exceed RM20,000,000 only per event for any accident or occurrence, in connection with this RAO Agreement save that with respect to fraud by an Operator, the liability of that Operator under this RAO Agreement shall not exceed RM50,000,000 only per event for any accident or occurrence. Further, the limitation of liability set out in this **Subsection 16.6(d)** of this RAO Agreement, shall not apply to amounts due and payable under an Invoice nor for any liability for fraud.

For the purposes of this **Subsection 16.6(d)** of this RAO Agreement, fraud shall have the meaning prescribed in Section 17 of the Contracts Act 1950.

#### 16.7 Exclusion of Warranties.

- (a) Except as expressly set out in this RAO Agreement, all representations, conditions and warranties (whether express or implied, statutory or otherwise) including but not limited to any implied warranty of merchantability, implied warranty of fitness for a particular purpose, implied warranty of non-infringement and implied warranty arising out of the course of dealing, custom or usage of trade with respect to any facility and service provided including the Facilities and Services, by CelcomDigi are expressly negated and excluded. The warranties set forth in this



RAO Agreement are the only warranties made by CelcomDigi and will not be enlarged or diminished without CelcomDigi's prior written approval.

- (b) In no event will CelcomDigi be liable to the Access Seeker or any other person for loss of profits, loss of revenue, loss of business, loss of opportunity, loss of use of data, special, exemplary, indirect, incidental, consequential or punitive damages of any kind for any reason, including, without limitation, the breach of this RAO Agreement or any termination or suspension of this RAO Agreement or termination or suspension of access or use of any Facility and/or Service, whether such liability is asserted on the basis of contract, tort (including negligence and strict liability) or otherwise, even if CelcomDigi has been advised of the possibility of such damages. The essential purpose of this provision is to limit the potential liability of CelcomDigi arising out of this RAO Agreement.

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## **17. RISK MANAGEMENT**

- 17.1 If CelcomDigi believes the Access Seeker has committed a breach of any provision of this RAO Agreement (“**Access Seeker Breach**”), and which breach CelcomDigi believes is capable of being remedied, then CelcomDigi may elect to follow the procedures in this **Section 17** of this RAO Agreement. If such an election is made and evidenced by CelcomDigi taking the steps in **Subsection 17.3** of this RAO Agreement, then the procedure in this **Section 17** of this RAO Agreement shall be followed before CelcomDigi exercises any rights under **Section 18** of this RAO Agreement, provided always that CelcomDigi shall be entitled to exercise any rights to seek injunctive or interim relief in respect of the above-mentioned breach.
- 17.2 If no election is made pursuant to **Subsection 17.1** of this RAO Agreement by CelcomDigi, CelcomDigi may elect to exercise its rights under any part of this RAO Agreement allowing the exercise of rights in light of a Access Seeker Breach, including without limitation, **Section 18** of this RAO Agreement.
- 17.3 CelcomDigi must notify the Access Seeker of the alleged Access Seeker Breach and the procedure for rectification herein (“**Access Seeker Breach Notice**”) and such notice must provide, to the best of CelcomDigi’s knowledge, the details of the breach and, to the extent reasonable given CelcomDigi’s knowledge of the breach and without prejudice to any proceedings CelcomDigi may bring against the Access Seeker, describe those steps which CelcomDigi considers should be taken by the Access Seeker to make good the breach.

- 17.4 The Operators will meet within 2 Business Days, or such other period as may be mutually agreed by the Operators but no later than 14 Business Days, of the Access Seeker receiving a Access Seeker Breach Notice from CelcomDigi.
- 17.5 At the meeting referred to in **Subsection 17.4** of this RAO Agreement, the Access Seeker must either:
- (a) demonstrate to CelcomDigi's satisfaction that the alleged Access Seeker Breach has not occurred; or
  - (b) propose a plan of action, taking into account the steps proposed by CelcomDigi, to be undertaken by the Access Seeker (including as to timing) to correct the alleged Access Seeker Breach and to prevent similar breaches in the future ("**Rectification Plan**").
- 17.6 By close of business on the day of the meeting or within such time as may be agreed mutually by the Operators from time to time, the Access Seeker will serve on CelcomDigi, a written copy of the Rectification Plan.
- 17.7 If CelcomDigi is not satisfied with the Access Seeker's proposed Rectification Plan, CelcomDigi may reject the proposed Rectification Plan or may propose amendments within 7 Business Days of receiving it. The Access Seeker shall give reasonable consideration to any amendments proposed by CelcomDigi and resubmit the proposed Rectification Plan for CelcomDigi's review pursuant to this **Subsection 17.7** of this RAO Agreement within 7 Business Days of receiving CelcomDigi's proposed amendments.

17.8 CelcomDigi may reject the proposed Rectification Plan within 14 Business Days of submission of the proposed Rectification Plan by the Access Seeker pursuant to Subsection 17.7 of this RAO Agreement or resubmission of the proposed Rectification Plan by the Access Seeker pursuant to CelcomDigi's amendments referred to in **Subsection 17.7** of this RAO Agreement. CelcomDigi shall notify the Access Seeker of its rejection in writing and CelcomDigi may elect to exercise its rights under any part of this RAO Agreement, including without limitation, **Section 18** of this RAO Agreement.

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## 18. TERMINATION AND SUSPENSION

- 18.1 This RAO Agreement shall only take effect on the Effective Date and shall remain in force until the termination of this RAO Agreement.
- 18.2 (a) An Operator (“**Notifying Operator**”) may terminate this RAO Agreement or part thereof if:
- (i) the other Operator (“**Defaulting Operator**”) fails to remedy a breach (which is capable of remedy) of a material obligation under this RAO Agreement (including but not limited to the events specified in **Subsection 18.3(a)(iii) to (v)** of this RAO Agreement) within 30 Business Days of receiving a notice of breach from the Notifying Operator; or
  - (ii) a winding up order has been made against the Defaulting Operator and the order remains or will remain in effect for a continuous period of 90 Business Days; or
  - (iii) an order is made or an effective resolution is passed, for the reconstruction and amalgamation of the Defaulting Operator or otherwise under Section 366 of the Companies Act 2016 or a restraining order is granted under Section 368 of the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution remains or

will remain in effect for a continuous period of 60 Business Days; or

- (iv) an order is made, to place the Defaulting Operator under judicial management and/or to appoint a judicial manager pursuant to Section 404 of the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution remains or will remain in effect for a continuous period of 60 Business Days; or
- (v) a corporate voluntary arrangement is proposed or intended to be proposed under Section 398 of the Companies Act 2016 or any other similar action or proceeding under any other law; or
- (vi) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of the undertaking and property of the Defaulting Operator; or
- (vii) a holder of an encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Defaulting Operator; or
- (viii) the Defaulting Operator assigns its assets for the benefit of its creditors; or

- (ix) the Defaulting Operator fails to remedy breaches (which are capable of remedy) of any laws, regulations, rules or standards which has a material adverse effect on the Notifying Operator or this RAO Agreement or the provision of Facilities and/or Services, within 30 Business Days of receiving a notice of breach from the Notifying Operator; or
  - (x) a Force Majeure, substantially and adversely affecting the ability of an Operator to perform its obligations to the other Operator under this Agreement, continues for a consecutive period of 90 Business Days provided that the Notifying Operator may not give notice under this **Subsection 18.2** of this RAO Agreement unless the Notifying Operator has negotiated or endeavoured to negotiate in good faith with the other Operator to remedy the Force Majeure and amend the terms of this RAO Agreement to enable this RAO Agreement to remain in full force and effect notwithstanding such inability to so perform but has failed to reach any agreement within 30 Business Days from the commencement of negotiations.
- (b) Upon the occurrence of the events set out in **Subsection 18.2** of this RAO Agreement or where a breach is incapable of remedy (and subject to the provision of **Subsection 18.4** of this RAO Agreement

where the Notifying Operator is CelcomDigi), the Notifying Operator may terminate this RAO Agreement by issuing a termination notice to the Defaulting Operator/other Operator (in the case of Force Majeure) and this RAO Agreement shall terminate in accordance with the terms of the termination notice.

- 18.3 (a) CelcomDigi may, without liability, suspend to the extent necessary, access to its Facilities and/or Services where:
- (i) the Access Seeker fails to remedy a breach (which is capable of remedy) of a material obligation under this RAO Agreement (including the failure to pay Invoices in accordance with **Subsection 9.5(a)** of this RAO Agreement) within 30 Business Days of receiving a notice of breach from CelcomDigi;
  - (ii) the Access Seeker fails to remedy breaches (which are capable of remedy) of any Laws, which has a material adverse effect on CelcomDigi or this RAO Agreement or the provision of Facilities and/or Services, within 30 Business Days of receiving a notice of breach from CelcomDigi;
  - (iii) the Access Seeker fails to remedy any fault or condition (which is capable of remedy), that causes the Access Seeker's network facilities to materially adversely affect the normal operation



- of CelcomDigi's Network or the Network of any other Operator connected to CelcomDigi's Network, or are a material threat to any person's safety;
- (iv) the Access Seeker fails to remedy any condition (which is capable of remedy), that causes the Access Seeker's network facilities or supply of a network service posing an imminent threat to life or property of CelcomDigi's, its employees or contractors;
  - (v) the Access Seeker fails to remedy any fault or condition (which is capable of remedy) in the Access Seeker's network facilities that cause material physical or technical harm to any network facilities of CelcomDigi or any other person;
  - (vi) subject to **Subsection 21.1** of this RAO Agreement, where Force Majeure applies;
  - (vii) where the Access Seeker has failed to provide the new security amount as required under **Subsections 8.3 and 8.4** of this ROA Agreement.
- (b) Upon the occurrence of the events set out in **Subsection 18.3** of this RAO Agreement above or where a breach is incapable of remedy and subject to the provision of **Subsection 18.4** of this RAO Agreement, CelcomDigi may suspend access to its Facilities and/or Services by issuing a suspension notice and the

suspension of access to CelcomDigi's Facilities and/or Services shall take effect in accordance with the terms of the suspension notice.

- (c) During the period of suspension, CelcomDigi shall be entitled to charge the Access Seeker for all fixed periodic Charges in respect of the Facilities and Services provided that where a suspension is due to Force Majeure, the fixed periodic Charges for Facilities and Services affected by the Force Majeure only will not be charged. The Access Seeker shall be solely responsible for any loss, costs, damages or expenses which the Access Seeker may incur or suffer during the period of suspension.

18.4 Prior to terminating, suspending, or seeking to materially vary this ROA Agreement or access to any Facilities and/or Services provided under it, CelcomDigi must notify the Commission in writing of the action CelcomDigi proposes to take and the reason why CelcomDigi considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. CelcomDigi:

- (a) shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any delay or conditions which the Commission may specify. CelcomDigi shall use its reasonable to procure the Commission to respond to CelcomDigi's notice within 10 Business Days

or such other period that the Commission considers is reasonable;

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

18.5 The issuance of a suspension notice shall not in any way prejudice or prevent CelcomDigi from exercising its right to issue a termination notice under **Subsection 18.2** of this RAO Agreement.

18.6 In the event CelcomDigi suspends access to Facilities and Services by reason of the Access Seeker's failures set out in **Subsection 18.3** of this RAO Agreement, CelcomDigi must reinstate access to Facilities and Services upon the Access Seeker remedying its failure or the redirection of the Commission.

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18.7 Notwithstanding **Subsection 18.4** of this RAO Agreement, in the event that:

- (a) an Operator's Licence(s) is terminated and the Operator is not immediately granted another Licence(s) of that type (where a License of that type or another Licence is required); or
- (b) there is any change in law or regulation which renders this RAO Agreement or access to any Facilities and Services unlawful,

this RAO Agreement or such part of the RAO Agreement with regards to the access and use of a Facility and/or Service as is affected by the termination of an Operator's Licence(s) or change in law or regulation, shall terminate. However, other obligations including the obligations to make payment of sums due under this RAO Agreement which are not affected by such events shall remain in force. The Operators shall meet within 5 Business Days of the affected Operator notifying the other Operator of the events specified in **Subsection 18.7(a) or Subsection 18.7(b)** of this RAO Agreement, review the RAO Agreement to ascertain whether continued access and use of the Facilities and/or Services are lawful and may be provided on different terms which are mutually agreeable in writing by both Operators.

18.8 Notwithstanding anything to the contrary, in the event an Operator breaches any of its obligations under this RAO Agreement, the other Operator shall, without prejudice to any of its rights and remedies under this RAO Agreement and

under Law, have the absolute discretion to immediately seek urgent interlocutory action which shall include but not be limited to:

- (a) preventing such further breaches from occurring;
- (b) preventing the continuation of the said breach; and/or
- (c) requiring the Operator in breach to comply with their obligations under this RAO Agreement,

without the necessity of first exercising any of its rights herein. For the avoidance of doubt, **Subsections 18.2, 18.3, 18.4 and 20** of this RAO Agreement shall not preclude the other Operator from immediately seeking urgent interlocutory action under this Section.

18.9 If, after the termination or expiry of this RAO Agreement in whole or in part:

- (a) an Operator ("**Requesting Operator**") gives the other Operator written notice requesting the other Operator to carry out necessary disconnection works and to return any Equipment or facilities of the requesting Operator or a third person installed by or for the requesting Operator; and
- (b) the other Operator has failed to comply with the request, the Requesting Operator may enter the premises of the other Operator on reasonable prior written notice for the purposes of carrying out any necessary disconnection works and repossessing any such Equipment and facilities. The other Operator on

whose premises such Equipment or facilities were installed is responsible for compensating the requesting Operator for any such Equipment or facility which is not delivered up in good condition (fair wear and tear excepted) and for making good all the damage to the requesting Operator's premises, if the Equipment or facilities of the other Operator are in the requesting Operator's premises or under the requesting Operator's care. The other Operator shall fully indemnify and hold the requesting Operator harmless from and against any damage thereby caused to the premises, Equipment and facilities of or under the care of the Requesting Operator.

- 18.10 Upon termination of this RAO Agreement or part thereof:
- (a) subject to the Access Seeker complying with Subsection 18.10(b) of this RAO Agreement, CelcomDigi shall refund to the Access Seeker within 60 Business Days all amounts paid in advance in respect of Facilities and/or Services to the extent that the amount (or part of the amount calculated on a pro-rata basis) relate to the period after the effective date of termination; and
  - (b) the Access Seeker shall immediately pay all amounts due to CelcomDigi for the provision of Facilities and/or Services prior to and up to the date of termination as confirmed or approved by the Commission.

For the avoidance of doubt, CelcomDigi shall be entitled to claim for all Charges arising during an applicable minimum

contractual period provided under this RAO Agreement notwithstanding that the provision of Facilities and/or Services was terminated prior to the expiry of the applicable minimum period Provided Always that:

- (i) where the provision of Services was terminated due to Force Majeure, the minimum charge for Services affected by the Force Majeure shall not be applicable during the period of Force Majeure;
- (ii) CelcomDigi shall reduce the Charges for the period of the minimum contractual period after the date of termination to reflect any cost savings reasonably achievable, from not having to continue to have to supply the Facilities and Services to the extent that the access and use of such Facilities and Services had been terminated; and
- (iii) CelcomDigi shall use reasonable endeavours to mitigate its cost of termination or suspension.

18.11 CelcomDigi shall within 2 months from the date of termination of this RAO Agreement refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker and unconditionally waive any rights under any guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker (including any amounts in dispute) and any claims for any breach of this RAO Agreement.

18.12 Without prejudice to CelcomDigi's rights and remedies under this RAO Agreement and/or law, upon termination of this RAO

Agreement or suspension of access to Facilities and/or Services, CelcomDigi shall not be entitled to penalise the Access Seeker with a penalty with respect to the provision of Facilities and/or Services. Nothing in this **Subsection 18.12** of this RAO Agreement shall prejudice, limit or negate the rights and remedies of CelcomDigi under this RAO Agreement or Law to seek redress or claim damages, cost and expenses for breach of this RAO Agreement by CelcomDigi, to enforce its right of indemnities, to claim interest and generally to enforce its rights and remedies.

- 18.13 Termination or expiry of this RAO Agreement, in whole or in part, does not operate as a waiver of any breach by an Operator of any of its provisions and is without prejudice to any rights, liabilities or obligations of any Operator which have accrued up to the date of the termination or expiry, including a right of indemnity.

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## **19. REVIEW**

19.1 Subject to **Subsection 19.3** of this RAO Agreement, if:

- (a) the Minister issues a direction or determination relating to the subject matter of this RAO Agreement;
- (b) the Commission issues a Direction or Determination relating to the subject matter of this RAO Agreement;
- (c) there are any amendment, changes or modifications to the CMA, its subsidiary legislation and the Instruments issued thereunder;
- (d) enactment of new laws and regulations which relates to the subject matter of this Agreement;
- (e) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which an Operator is required or obliged to comply;
- (f) if a condition of an Operator's Licence is amended or deleted or a new condition is imposed which relates to this RAO Agreement; or
- (g) by agreement of each of the Operators,

the Operators agree to review the RAO Agreement as soon as practicable in good faith. Where the changes referred to in **Subsections 19.1(a) to (g)** of this RAO Agreement affect this RAO Agreement, the Operators shall negotiate as soon as practicable and in good faith such amendments to this RAO Agreement as are necessary or appropriate to ensure compliance with such changes.

19.2 If after the date hereof,

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- (a) any change in, or the introduction of, any Law, regulation or regulatory requirement; or
- (b) any direction, request or requirement of any central bank, monetary, regulatory or other authority,

results in currency control measures being implemented by the Government of Malaysia or any regulatory body or agency and such currency control measures will increase the cost to, or impose an additional cost on, either Operator in making or keeping its Network and Facilities available, or maintaining its Network and Facilities, then either Operator will be entitled to request for a review of the Charges which are affected by it and the Operators will in good faith negotiate any amendments to this RAO Agreement.

19.3 The obligation to negotiate set out in **Subsections 19.1 and 19.2** of this RAO Agreement commences promptly after delivery of a notice from one Operator to the other Operator setting out in reasonable detail, the amendments sought.

19.4 (a) If a Regulated Facility and/or Service is removed from the Access List Determination or becomes a Non-Regulated Facility or Service pursuant to a revocation or an amendment to the Access List Determination:

(i) CelcomDigi may, at its discretion and by giving notice to the Access Seeker:

(A) terminate or withdraw that Facility and/or Service; or

(B) vary or modify the terms and conditions pertaining to that network facility or network service subject to mutual written agreement provided always that the Operators shall, within 14 Business Days from the date of CelcomDigi's notice, first discuss the variation or modification which CelcomDigi proposes to adopt ("**Initial Meeting**"). Thereafter, if the Operators fail to agree on the amended terms and conditions within 30 Business Days from the Initial Meeting or such other time as may be mutually agreed in writing by the Operators, then CelcomDigi shall be entitled to terminate or withdraw that Facility and/or Service under **Subsection 19.4(a)(i)(A)** of this RAO Agreement. In such a case, the notice period referred to in **Subsection 19.4(c)** of this RAO Agreement, shall commence from the date of CelcomDigi's notice to vary the terms.

Nothing in this **Subsection 19.4(i)(B)** of this RAO Agreement shall prevent the Access Seeker from terminating the affected Facility and/or Service at any time in accordance with

**Subsection 19.4(a)(ii)(A)** of this RAO Agreement.

- (ii) the Access Seeker may by giving notice to CelcomDigi either:
  - (A) terminate that Facility and/or Service by giving at least 3 months written notice without penalty; or
  - (B) propose to vary or modify the terms and conditions pertaining to that Facility and/or Service subject to mutual agreement provided always that the Operators shall, within 14 Business Days from the date of Access Seeker's notice, first discuss the variation or modification which the Access Seeker proposes ("**First Meeting**"). Thereafter, if the Operators fail to agree on the amended terms and conditions within 30 Business Days from the First Meeting or such other time as may be mutually agreed in writing by the Operators, the Access Seeker may terminate or withdraw that Facility and/or Service in accordance with **Subsection 19.4(a)(ii)(A)** of this RAO Agreement. Nothing in this **Subsection 19.4(a)(ii)(B)** of this RAO Agreement shall prevent CelcomDigi from terminating or withdrawing the affected Facility and/or

Service at any time in accordance with **Subsection 19.4(a)(i)(A)** of this RAO Agreement.

- (b) If:
- (i) a Non-Regulated Facility and/or Service becomes a Regulated Facility and/or Service pursuant to an amendment to the Access List Determination; or
  - (ii) where there is a variation or amendment to the Access List Determination service description of a Regulated Facility and/or Service,

either Operator may propose variation or modification to the terms and conditions pertaining to that Facility and/or Service subject to mutual agreement provided always that the Operators shall, within 14 Business Days, from the date of the written notice by the notifying Operator, first discuss the variation or modification proposed to be adopted (**“Preliminary Meeting”**). Thereafter, if the Operators fail to agree on the amended terms and conditions within 120 Business Days from the Preliminary Meeting or such other time as may be mutually agreed in writing by the Operators, then either Operator may initiate the Dispute Resolution Procedures in **Section 20** of this RAO Agreement. Nothing in this **Subsection 19.4(b)** of this RAO Agreement shall prevent the Access Seeker from terminating the affected Facility and/or Service at any

time, without penalty, by giving CelcomDigi 3 months' prior written notice;

- (c) The notice given pursuant to **Subsection 19.4(a)(i)(A)** of this RAO Agreement, shall be:
  - (i) the period of time between the time of giving notice and the time at which the CelcomDigi is proposing to no longer provide the Facility and/or Service to itself; or
  - (ii) 12 months,whichever is the earlier.
- (d) The notice given pursuant to **Subsection 19.4(a)(i)(A)** of this RAO Agreement must state any alternative network facility or network service that may be available to be provided by CelcomDigi to the Access Seeker and the terms and conditions of such alternative arrangement.
- (e) The amended terms and conditions agreed between the Operators shall take retrospective effect from the date specified by the relevant Commission's Determination (or where none is specified, the date of the Commission's Determination was made) unless otherwise agreed in writing.

19.5 For the avoidance of doubt:

- (a) the variation of this RAO Agreement pursuant to **Subsection 19.4** of this RAO Agreement shall not be

subject to the requirement for the written approval of the Commission; and

- (b) the provisions of this RAO Agreement remain in full force and effect during any negotiations conducted under this **Section 19** of this RAO Agreement until commencement of an agreement replacing or amending this RAO Agreement.

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## 20. DISPUTE RESOLUTION PROCEDURES

### 20.1 Introduction

- (a) Subject to **Subsection 20.2(c)** of this RAO Agreement, CelcomDigi and the Access Seeker shall adopt and comply with this dispute resolution procedure ("**Dispute Resolution Procedure**") in relation to any dispute which may arise between an Access Seeker and CelcomDigi in relation to or in connection with the supply of any Facilities and/or Services ("**Access Dispute**").
- (b) The following dispute resolution mechanisms are governed by this Subsection:
  - (i) Interconnect Steering Group; and
  - (ii) subject to specific resolution of disputes, being:
    - (A) technical disputes (which must follow the procedures set out in **Subsection 20.5** of this RAO Agreement if they cannot be resolved through the application of the general dispute resolution provisions in **Subsections 20.3 and 20.4** of this RAO Agreement);
    - (B) Billing Disputes, which must follow the procedures set out in **Subsection 20.6** of this RAO Agreement; or
    - (C) any other types of disputes which, if cannot be resolved through the application of the general dispute



resolution provisions in **Subsections 20.2, 20.3 and 20.4** of this RAO **Agreement**, must be referred to the Commission for resolution.

- (c) A dispute between the Operators regarding any matter dealt with under this RAO Agreement shall first be attempted to be resolved by good faith negotiation between the Operators in accordance with this RAO Agreement.
- (d) All disputes referred to the Commission pursuant to this RAO Agreement shall be dealt with in accordance with the CMA. Where the decision of the Commission is appealed in the Appeals Tribunal under the CMA, the decision of the Appeals Tribunal shall be final and binding subject always to the right of judicial review contained in the CMA. For the avoidance of doubt, the Commission will decide a dispute if it is satisfied that:
  - (i) the Operators will not reach agreement, or will not reach agreement in a reasonable time;
  - (ii) the notification of the dispute is not trivial, frivolous or vexatious; and
  - (iii) the resolution of the dispute would promote the objects in the CMA.

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## 20.2 General

- (a) An Operator may not commence court proceedings relating to that dispute until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief pursuant to **Subsection 21.2(b)** of this RAO Agreement.. Nothing in this **Subsection 20.2(a)** of this RAO Agreement shall be construed as ousting the jurisdiction of any court.
- (b) An Operator shall ensure that its representatives acting in relation to a dispute are of sufficient seniority and have authority to settle an access dispute on behalf of the Operator. At the commencement of the Dispute Resolution Procedure, each Operator must notify the other Operator of the scope of the authority of each of their representatives. If in the course of the Dispute Resolution Procedures it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to a representative, an Operator may require that those matters be referred to more senior officers of that Operator who have authority to settle those matters.
- (c) During a dispute and any dispute resolution process invoked in accordance with this **Section 20** of this RAO Agreement, CelcomDigi and Access Seeker must continue to fulfill their obligations under this RAO Agreement between themselves.
- (d) Subject to **Subsection 20.2(e)**, the Operators shall exchange information of a type described in this RAO Agreement during the course of, and to facilitate, resolution of such a dispute.

- (e) Confidential information of an Operator which is disclosed, and any other oral or written submissions made by an Operator or an Operator's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions contained in the Confidentiality Agreement and this RAO Agreement.
- (f) An Operator must not use information obtained under **Subsection 20.2(d)** of this RAO Agreement or described in **Subsection 20.2(e)** of this RAO Agreement for any purpose other than to resolve the dispute.
- (g) Subject to Chapter 7 of Part V of the CMA, an arbitrator of a dispute (including a Technical Expert (as hereinafter defined) or the Commission, in accordance with this Section 20 of this RAO Agreement) may decide not to determine the dispute if the arbitrator considers that the dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the dispute.
- (h) The costs of the arbitration are to be shared equally between the Operators, unless the arbitrator of the dispute has decided not to determine the dispute in accordance with **Subsection 20.2(g)** of this RAO Agreement. If an arbitrator decides not to determine the dispute, the Operator that initiated the dispute must pay the costs of the arbitration including the other Operator's costs thereto.

### 20.3 Interconnection Steering Group

- (a) In the event that the Operators cannot resolve the dispute between themselves within the time specified

in **Subsection 20.3(d)** of this RAO Agreement, or after any agreed time extension has expired, either Operator may give 10 Business Days written notice (“**Notice Period**”) to the other Operator stating its intention to escalate the dispute and outlining the details of the dispute. If the dispute is not resolved prior to the expiry of the Notice Period, then either Operator may notify the other Operator (“**Receiving Operator**”) that it wishes to refer the dispute to the Interconnect Steering Group (“**ISG**”). In such an event, the Operators shall promptly form a committee comprising the ISG with an equal number of appropriate representatives from each Operator and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.

- (b) The ISG to which an issue has been raised will meet within 10 Business Days of the receipt by the Receiving Operator of a notice under **Subsection 20.3(a)** of this RAO Agreement. If the ISG:
- (i) fails to meet or has not been formed within 10 Business Days of the receipt by the Receiving Operator of a notice of escalation of the Dispute,
  - (ii) does not resolve the dispute within 20 Business Days after it first meets to review that dispute under **Subsection 20.3(b)** of this RAO Agreement,
- either Operator may:

- (A) refer any technical dispute to a Technical Expert in accordance with **Subsection 20.4** of this RAO Agreement; or
- (B) refer the dispute to the Commission for final arbitration.

#### 20.4 Use of a Technical Expert

- (a) A dispute will only be referred to a Technical Expert if the provisions in **Subsections 20.3** of this RAO Agreement have been complied with.
- (b) Once a dispute is referred to a Technical Expert, it may not be referred back to the IWG or ISG.
- (c) The Technical Expert:
  - (i) will be an expert appointed by agreement of the Operators or, if the Operators cannot agree, by the Commission;
  - (ii) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communication industry;
  - (iii) need not be a Malaysian citizen or resident; and
  - (iv) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest.

#### **“Technical Expert”**

- (d) If the Operators fail to appoint a Technical Expert within 10 Business Days of the notice to refer a dispute to a

Technical Expert, a Technical Expert will be appointed by the Commission.

- (e) When relying on the services of a Technical Expert, the following procedures will apply to the dispute resolution procedure of the Technical Expert:
  - (i) the Operators will present written submission to the Technical Expert and each other within 15 Business Days of the appointment of the Technical Expert; and
  - (ii) each Operator may respond to the other Operator's submission in writing within 15 Business Days from the date of the other Operator's submission. No further submissions in reply shall be made except with the Technical Expert's written approval.
- (f) A Technical Expert hearing will be within 15 Business Days of the last written submission unless:
  - (i) an Operator requests for and the other Operator agrees that the use of the Technical Expert be by documents only; or
  - (ii) failing agreement of the Operators, the Technical Expert decides within 5 Business Days of the last written submission that the use of the Technical Expert be by documents only.
- (g) Should a Technical Expert dispute resolution procedure be held, each Operator will have the opportunity of

making an oral submission in addition to the written submissions submitted in **Subsections 20.4 (e) and (f)**. This process will be conducted in private.

- (h) The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Operators) but in any case, the Technical Expert's hearing will last no longer than 3 Business Days.
- (i) The Technical Expert will not have the power to appoint any other experts.
- (j) The Technical Expert will deliver his award within 15 Business Days of the conclusion of the hearing or of the last written submission where the arbitration is by documents only. A failure to comply with the time frame in this **Subsection 20.4(j)** of this RAO Agreement does not invalidate the Technical Expert's award.
- (k) Every dispute referred to a Technical Expert will be considered separately so that time limits for each dispute are complied with.
- (l) The Technical Expert's decision will be final and binding on the Operators (in the absence of manifest error of fact or law).
- (m) For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

## 20.5 Billing dispute resolution

- (a) As outlined in the billing provisions of this RAO Agreement, Party (“**Invoicing Party**”) shall provide to the other Party (“**Invoiced Party**”) an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Facilities and Services during such Billing Cycle.
- (b) An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:
  - (i) in the case of domestic calls and interconnection, the Invoiced Party notifies the Invoicing Party within 30 business days after the date of receipt of such Invoice;
  - (ii) in the case of outgoing and incoming international calls and interconnection, the Invoiced Party notifies the Invoicing Party within 6 months after the date of receipt of such Invoice; and
  - (iii) in case of any other Facilities and Services, the Access Seeker notifies the Access Provider within 30 business days after the date of receipt of such invoice,

provided that, in any case specified above, the Invoiced Party’s Billing Dispute Notice specifies the information in accordance with **Subsection 20.5(d)**.



- (c) Unless otherwise agreed in writing, a Billing Dispute may only arise where the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:
  - (i) CelcomDigi's Billing System is, or has been, defective or inaccurate in respect of the recording of calls which are the subject of the Billing Dispute;
  - (ii) there is, or has been, a fraud perpetrated by CelcomDigi;
  - (iii) CelcomDigi has made some other error in respect of the recording of the calls or calculation of the charges which are subject to the Billing Dispute; or
  - (iv) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by CelcomDigi's Billing System.
  
- (d) All billing dispute notices ("**Billing Dispute Notices**") given under this **Subsection 20.5** of this RAO Agreement must specify:
  - (i) the detailed reasons for which the invoice is disputed;
  - (ii) the amount in dispute;
  - (iii) details required to identify the relevant Invoice and charges in dispute including:
    - (A) the account number;

- (B) the Invoice reference number;
  - (C) the Invoice date;
  - (D) the Invoice amount; and
  - (E) billing verification information,
- and evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- (e) The Operators agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Subsection 20.5** of this RAO Agreement.
  - (f) If the Operators are unable to resolve any Billing Dispute within 1 month (or such other period as the Operators may agree in writing) from the date on which the Billing Dispute Notice is received, either Operator may seek the prior written consent of the other Operator to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other Operator is, however, under no obligation to agree to such extension.
  - (g) The Operators acknowledge that it is their common intent and objective to improve the dispute resolution process and for this purpose agree to form a committee within 3 months from the date of this RAO Agreement to review the dispute resolution process. The reviews are to be conducted at such intervals to be determined by the committee and any changes to the process shall

be documented in a supplemental agreement to this RAO Agreement or a separate document.

- (h) To the extent that a Billing Dispute notified under this **Subsection 20.5** of the RAO Agreement involves a Billing Dispute with an international correspondent of CelcomDigi, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the dispute with that international correspondent. As a general rule, the period of suspension will not exceed 120 Business Days. However, the Operators recognize that some Billing Disputes with international correspondents may take longer to resolve, in which case CelcomDigi will promptly inform the Access Seeker of the likely period required for resolution.
- (i) Once the negotiation period under **Subsection 20.5(g)** of this RAO Agreement and any extension agreed under **Subsection 20.5(g)** of this RAO Agreement has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in **Subsection 20.6(k)** of this RAO Agreement (“**Billing Dispute Escalation Procedure**”).
- (j) The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this **Subsection 20.5(k)** of this RAO Agreement by notifying CelcomDigi’s billing representative in writing. Each of the Operators shall then appoint a designated representative (“**Billing Representative**”) that has

authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of this RAO Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives. However, all reasonable requests for relevant information made by one Operator to the other Operator shall be honoured.

- (k) Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within 10 Business Days from the date of resolution of the Billing Dispute.
- (l) Although it is the good faith intention of the Operators to use the Billing Dispute Escalation Procedures to the fullest extent to try to solve Billing Disputes, nothing in this RAO Agreement shall prevent either Operator from pursuing any other remedy in Law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- (m) An Operator may request a joint investigation of Invoice discrepancies after that Operator has conducted comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the

Operators must agree the terms of the joint investigation, including:

- (i) the scope of the joint investigation;
- (ii) how the joint investigation will be conducted;  
and
- (iii) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test Call Communications to the other Operator's Network.

- (n) Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each Operator. The Billing Representatives nominated by each Operator shall be their Billing Representative at the ISG meetings.
- (o) Either Operator may at any time nominate another Billing Representative, provided that 10 Business Days prior written notification of such appointment is given.
- (p) If the Operators are unable to resolve any Billing Dispute after exhausting the Billing Dispute Escalation Procedure, either Operator may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the CMA. For the purposes of clarification, the Billing Dispute procedure shall follow

the procedure in this **Subsection 20.5** of this RAO Agreement and does not involve the ISG and Technical Expert under **Subsections 20.3 and 20.4** of this RAO Agreement.

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## 21. GENERAL PROVISIONS

### 21.1 Force Majeure

(a) If an Operator is unable to perform any obligation (other than an obligation to pay money) under this RAO Agreement by reason of Force Majeure and that Operator:

- (i) gives the other Operator to which the obligation is owed prompt notice of the Force Majeure with reasonably full particulars thereof and an estimate of the extent and duration of its inability to perform; and
- (ii) shall continue to take all actions within its power to comply as fully as possible with the said terms and conditions,

then that obligation is suspended insofar as it is affected by, and during the continuance of the Force Majeure.

- (b) If the Force Majeure continues beyond 14 Business Days after the notice given under **Subsection 21.1** of this RAO Agreement, the Operators shall meet to discuss in good faith a mutually satisfactory resolution to the problem.
- (c) The requirement that a Force Majeure be removed with all possible diligence does not require the settlement of strikes, lockouts or other labour disputes or claims or demands on unreasonable terms. If a strike, lockout or other labour dispute or claim or demand principally

concerns any matter the subject of this RAO Agreement, the Operator affected must so notify and consult with the other Operator.

## 21.2 Governing Law

- (a) This RAO Agreement and the transactions contemplated by it are governed by the Laws of Malaysia.
- (b) In the event of:
  - (i) an Operator seeking urgent interlocutory relief in respect of any matter; or
  - (ii) an Operator seeking relief in respect of the other Operator failing to comply with the dispute resolution process set out in **Section 20** of this RAO Agreement; or
  - (iii) a Operator seeking relief in respect of a manifest error or mistake of law of the arbitrator (be it the Technical Expert or the Commission), established by the Operators pursuant to any Dispute Resolution Procedures agreed in writing,

each Operator irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Malaysia for such relief.

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### 21.3 Operators to Act in Good Faith

Each Operator agrees that it will act in good faith in relation to the other Operators with respect to all matters relating to or contemplated by this RAO Agreement.

### 21.4 Costs and Expenses

The Operators agree to bear their own legal, registration and other costs incurred in relation to the preparation, negotiation and execution of this RAO Agreement and all documents contemplated by it (except where this RAO Agreement or those other documents expressly provides to the contrary). The stamp duty in respect of this RAO Agreement shall be borne by the Access Seeker only.

### 21.5 Relationship of the Operators

The relationship of the Operators to this RAO Agreement is one of independent contractors only. Nothing in this RAO Agreement is to be construed as creating an agency, partnership, association, trust or joint venture between the Operators. Each Operator is responsible only for its obligations as set out in this RAO Agreement.

### 21.6 Surviving Obligations

Termination or expiration in whole or in part of this Agreement does not affect those Sections (including, without limitation, **Sections 5, 8, 9, 11, 13, 14, 16, 18, 19, 20 and 21**) which by their nature survive termination or expiry.

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## 21.7 Relationship with Third Persons

- (a) An Operator and any of its employees, agents, representatives or contractors shall not be deemed to be an employee, agent, contractor or representative of the other Operator.
- (b) No Operator has any authority to bind or oblige or incur any liability on behalf of the other Operator and no such authority is to be implied.
- (c) **Subsections 21.7(a) and 21.7(b)** of this RAO Agreement have neither the effect nor imply:
  - (i) that an Operator or any of its employees, agents, representatives or contractors is the employee agent contractor or representative of the other Operator, or
  - (ii) that an Operator has the authority to bind or oblige or incur a liability on behalf of the other Operator.
- (d) The Access Seeker must not represent that CelcomDigi jointly participates in the provision of the Access Seeker's services.

## 21.8 Variation

- (a) A variation of any part of this RAO Agreement is valid if, and only if, made between and in writing subscribed by the Operators and that the variation in respect of Regulated Facilities and Services is registered with the Commission in accordance with the CMA.

- (b) In this **Subsection 21.8** of this RAO Agreement, a reference to a variation includes a reference to an addition, deletion, amendment, modification, alteration or other variation.

#### 21.9 Assignment

No rights, benefits or obligations under this RAO Agreement may be assigned or novated by an Operator without the prior written consent of the other Operator, which consent must not be unreasonably withheld or delayed.

#### 21.10 Remedies Cumulative

- (a) Subject to any clause or provision of this RAO Agreement which provides for a remedy or form of compensation to the exclusion of any other remedy or form of compensation, the rights, powers and remedies provided in this RAO Agreement are:

- (i) cumulative; and
- (ii) not exclusive of the rights, powers or remedies provided by law independent of this RAO Agreement.

#### 21.11 Notices

- (a) Except for **Section 6** of this RAO Agreement, a notice, invoice, approval, consent, request or other communication in connection with this RAO Agreement:

- (i) must be in writing;

- (ii) must be left at the address of the addressee, or sent by ordinary post, registered post or licensed courier to the address of the addressee or sent by email (to be followed by post) to the email address of the addressee which is set out below or if the addressee notifies another address or email address then to that address; and
- (iii) if intended for or originating from CelcomDigi shall be addressed to or issued by CelcomDigi.

The address and email address of each Operator is:

**CelcomDigi Axiata:**

Attention: [●]

Address: [●]

email: [●]

**Celcom Networks:**

Attention: [●]

Address: [●]

emai: [●]

**Celcom Mobile:**

Attention: [●]

Address: [●]

emai: [●]

**Digi:**

Attention: [●]

Address: [●]

email: [●]

**[name of Access Seeker]:**

Attention: [●]

Address: [●]

email: [●]

- (b) A notice, invoice, approval, consent, request or other communication takes effect from the time it is received unless a later time is specified in it.
- (c) A notice, invoice, approval, consent, request or other communication is, in the absence of contrary evidence, deemed to be received:
  - (i) in the case of a posted letter or registered post, on the third day after posting;
  - (ii) in the case of email, when the email generates a report showing the total number of pages of the electronic mail has been successfully sent to the addressee and, there is no return email notifying failure of delivery; and

- (iii) in the case of a communication left at the address of the addressee or licensed courier, at the time the communication was so left.

#### 21.14 Waiver

- (a) A provision of or right under this RAO Agreement may not be waived except in writing signed by the non-defaulting Operator or Operators to be bound.
- (b) No failure or delay on the part of any Operator in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right preclude any other or further exercise of any other right hereunder provided however that nothing in this Subsection shall extend time or be construed to extend time for the performance of any right or obligation under this RAO Agreement if a time period is imposed for the performance of such right or obligation.
- (c) Knowledge or acquiescence by any Operator of, or in, breach of any of the provisions of this RAO Agreement shall not operate as, or be deemed to be, a waiver of such provision and, notwithstanding such knowledge or acquiescence, such Operator shall remain entitled to exercise the rights and remedies under this RAO Agreement, and at law, and to require strict performance of all of the provisions of this RAO Agreement.

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21.15 Entire Agreement

This RAO Agreement constitute the entire agreement of the Operators regarding the subject matter of this RAO Agreement.

21.16 Severability

(a) The whole or any part of this Agreement that is illegal or unenforceable:

(i) will be:

(A) read down to the extent necessary so that it is legal and enforceable; or

(B) severed (if it cannot be read down in accordance with **Subsection 21.16(a)(i)** of this RAO Agreement); and

(ii) will not affect the continued operation of the remaining provisions of this RAO Agreement.

21.17 Time of the Essence

Time wherever referred to in this RAO Agreement shall be of the essence.

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## SCHEDULES

SCHEDULE 1	CONTENT OBLIGATIONS
SCHEDULE 1A	OPERATIONAL PROCEDURES
SCHEDULE 1B	FORECASTING
SCHEDULE 1C	ORDERING AND PROVISIONING
ANNEXURE 1C-A	NON-REFUNDABLE RESOURCE CHARGE
SCHEDULE 1D	NETWORK CONDITIONING
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SCHEDULE 2	SERVICE SPECIFIC OBLIGATIONS
SCHEDULE 2A	FIXED NETWORK ORIGINATION AND TERMINATION SERVICES
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SCHEDULE 3A	FIXED NETWORK ORIGINATION AND TERMINATION SERVICE
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SCHEDULE 3D	TRUNK TRANSMISSION SERVICE
SCHEDULE 3E	WHOLESALE LOCAL LEASED CIRCUIT SERVICE



### SCHEDULES

SCHEDULE 3F	END-TO-END TRANSMISSION SERVICE
SCHEDULE 3G	NETWORK CO-LOCATION SERVICE
SCHEDULE 3H	MVNO ACCESS SERVICE
SCHEDULE 4	DICTIONARY AND RULES OF INTERPRETATION

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## SCHEDULE 1A

### OPERATIONAL PROCEDURES

- 1.1 The Operators shall comply with the operational procedures and methods, which shall be agreed in writing within 12 weeks from the date of this RAO Agreement or such other date to be mutually agreed in writing between the Operators in relation to:
- (a) the planning and provisioning of the relevant Facilities and Services;
  - (b) the management of the relevant Facilities and Services including:
    - (i) QoS indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that service quality falls below the agreed indicator levels;
    - (ii) Network operations in the event of Network failure, congestion and blockage; and
    - (iii) ensuring that the Operators' Networks are adequately protected from harm;
  - (c) test procedures and other technical and operational matters relating to the provision of Facilities and Services by CelcomDigi to the Access Seeker; and
  - (d) such other matters as the Operators may agree.

- 1.2 Where relevant, the detailed procedures and/or contents pertaining to matters set out in **Schedule 1B to Schedule 1I** of this RAO Agreement shall be documented.
- 1.3 In the event of any inconsistency between the agreed operational procedures and the terms of this RAO Agreement the terms of this RAO Agreement shall prevail.

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## **SCHEDULE 1B**

### **FORECASTING**

#### **1. General**

- 1.1 Schedule 1B sets out forecasting terms and procedures that are applicable in relation to the provision of Facilities and/or Services.
- 1.2 The obligation of the Access Seeker to provide a Forecast pursuant to this **Schedule 1B** is voluntary and not mandatory. However, in the event that the Access Seeker opts to provide a Forecast, the provisions in this **Schedule 1B** shall apply.

#### **2. Forecasting Obligations**

- 2.1 Forecasting Requirements
- (a) Notwithstanding the procedures set out in this **Schedule 1B** pertaining to a Forecast Request, the Access Seeker is required, to provide the following Forecast for the calendar year 2018 and onwards for:
- (i) Interconnect Link Service (Full Span Interconnection and In-span Interconnection to be utilised);
  - (ii) Trunk Transmission Service;
  - (iii) End-to-End Transmission Service;
  - (iv) Wholesale Local Leased Circuit Service;
  - (v) Network Co-Location Service.

- (b) Subject to **Schedule 2** of this RAO Agreement, for each specific Facility and Service, the Forecast required in **Subsection 2.1(a) of Schedule 1B** of this RAO Agreement, shall be a 5 year rolling Forecast for each route updated on a 6 monthly basis and shall consist of quarterly projections for the first year and annual projections for the remaining years.
- (c) The information required by CelcomDigi for the Forecast in **Subsection 2.1(a) of Schedule 1B** of this RAO Agreement, shall be as set out in **Subsection 2.2 of Schedule 1B** of this RAO Agreement.
- (d) The Access Seeker shall meet the requirements of forecasting process, to the extent that it enables CelcomDigi to plan for the expected needs for the Facilities and Services in order to carry the forecasted traffic and conform to the agreed Grade of Service standards to be mutually agreed between the Operators.
- (e) The Access Seeker shall provide traffic forecast for each and every route. The Access Seeker and CelcomDigi shall discuss in good faith the planning and design of the relevant part of their respective Networks and the dimensioning of Network Capacity to carry traffic within CelcomDigi's Network.
- (f) For Facilities and/or Services not specified under **Subsection 2.1 of Schedule 1B** of this RAO Agreement, CelcomDigi may require, as a condition of providing

access to such Facilities and/or Services (requested by the Access Seeker), that the Access Seeker provide forecasts for such Facilities and/or Services in good faith over a certain period of supply of access to such Facilities and/or Services (as the case may be) in accordance with this **Subsection 2.1 of Schedule 1B** of this RAO Agreement (the forecast provided pursuant to this **Subsection 2.1 of Schedule 1B** of this RAO Agreement shall be collectively referred to as **“Forecast”**).

## 2.2 Forecast request

- (a) CelcomDigi may request the Access Seeker to provide, with a sufficient level of detail to enable CelcomDigi to carry out Network planning, the following information in the Access Seeker’s Forecast (forecast information) (**“Forecast Request”**):
- (i) the Facilities or Services or both in respect of which Forecasts are required;
  - (ii) a requested time for delivery;
  - (iii) the detailed addresses of the location of the points of delivery and location maps, if necessary;
  - (iv) equipment of the Access Seeker to be used in connection with the Forecast;
  - (v) the configuration of the Facilities and/or Services;

- (vi) signalling point code;
- (vii) contact person and telephone number;
- (viii) whether way-leave or governmental authority written approval is required to be obtained;
- (ix) in relation to Full Span Interconnection, Wholesale Lease Circuit and Transmission Services requested by the Access Seeker, space availability at the Access Seeker's premises;
- (x) the total period of time covered by each Forecast, which period shall be determined having regard to CelcomDigi's own planning and provisioning cycles and the Forecasting requirements which apply to CelcomDigi's own business units in using the relevant Facilities or Services or the period set out in **Schedule 2** of this RAO Agreement, whichever is the shorter;
- (xi) the intervals or units of time to be used in making the Forecast, which shall shorter of the period set out the relevant Service Specific Obligations and the intervals of time in which the Access Provider provides forecasting to itself
- (xii) the Network area or operational area to which Forecasts shall relate, which area shall correspond to that which CelcomDigi uses for its own Network planning;

- (xiii) the frequency with which a Forecast must be updated or further Forecast made, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the length of time after which CelcomDigi provides itself with the updated or further forecast; and
  - (xiv) such other information that CelcomDigi reasonably requires in order to assess the Access Seeker's Forecast (which information shall not include information that CelcomDigi does not provide itself in connection with forecasting for its own facilities and/or services).
- (b) The Forecast information requested must not include any information:
- (i) information that is or would allow CelcomDigi to infer any non-permitted information listed under **Subsection 10.1** of the CelcomDigi RAO; or
  - (ii) that identifies or would enable the identification of Customers or particular services of the Access Seeker.

### 2.3 Forecast Provision

CelcomDigi may only require the Access Seeker to provide Forecasts in accordance with a Forecast Request:

- (a) no sooner than 4 weeks after receipt of a Forecast Request; and



- (b) until such time as CelcomDigi notifies the Access Seeker in writing that it withdraws the relevant Forecast Request.

#### 2.4 Use of Forecast Information

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

- (a) CelcomDigi's wholesale or interconnection group; or
- (b) that part of the Network engineering group of CelcomDigi responsible for interconnection

for the purpose of responding to and planning for the Forecast. CelcomDigi must maintain records that indicate which persons are provided with access to Forecast information and on request from the Commission, provide a copy of such records certified by the Chief Executive Officer or Chief Operating Officer of CelcomDigi, to the Commission.

#### 2.5 Distribution of Forecast Information

CelcomDigi may only distribute Forecast Information of the Access Seeker outside the groups of people referred to in **Subsection 2.4 of Schedule 1B** of this RAO Agreement if:

- (a) the Forecast information of the Access Seeker is aggregated with Forecasts provided by other operators and CelcomDigi's own requirements (so as to protect the confidentiality of the Forecast Information); and

- (b) the Forecast Information or its use does not otherwise identify the Access Seeker in any manner.

## 2.6 Compliance with Forecast Request

- (a) Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi must notify the Access Seeker within 5 Business Days of receiving the Forecast if CelcomDigi considers that:
  - (i) the Forecast complies with the Forecast Request or the information required under **Subsection 2.1 of Schedule 1B** of this RAO Agreement (“**Notice of Compliance**”);
  - (ii) the Forecast does not comply with the Forecast Request or the information required under **Subsection 2.1 of Schedule 1B** of this RAO Agreement; or
  - (iii) CelcomDigi requires further information as may be reasonably required to assess the Forecast;
  
- (b) Where the Forecast does not comply with the Forecast Request or the information required under **Subsection 2.1 of Schedule 1B** of this RAO Agreement or where CelcomDigi requires further information:
  - (i) CelcomDigi may by issuing notice of non-compliance of the Forecast specify the additional information that the Access Seeker is to provide to comply with the Forecast

Request, and the Access Seeker shall no later than 4 weeks from the receipt of the notice re-submit the Forecast with the additional information required for CelcomDigi's consideration in accordance with **Subsection 2.6(a) of Schedule 1B** of this RAO Agreement;  
or

- (ii) CelcomDigi may treat the Forecast submitted by the Access Seeker as having complied with the Forecast Request, and specify in the notice that the Forecast is only provisionally accepted subject to verification of the details of the Forecast and any of the matters set out in **Subsections 2.10(a) and/or 2.10(b) of Schedule 1B** of this RAO Agreement.

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## 2.7 Preliminary Study

If the Forecast is compliant with the Forecast Request, CelcomDigi will conduct a preliminary study for the purposes of determining whether or not the Forecast is acceptable to CelcomDigi ("**Preliminary Study**") unless CelcomDigi determines that the same is not necessary. The Preliminary Study may comprise of, but is not limited to the following:

- (a) site visits and/or surveys;

- (b) testing of infrastructures, if necessary;
- (c) capacity checking; and/or
- (d) technical feasibility study.

2.8 Completion of Preliminary Study.

Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall complete the Preliminary Study in respect of a Forecast within 10 Business Days from the date of the receipt of the relevant forecast.

2.9 Acceptance or Rejection of the Forecast.

- (a) Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, within 5 Business Days of the completion of the Preliminary Study, CelcomDigi shall inform the Access Seeker in writing whether it:
  - (i) accepts the Forecast; or
  - (ii) rejects the Forecast.

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- (b) Where CelcomDigi rejects the Forecast, such notice of rejection must specify:
  - (i) the grounds on which CelcomDigi rejects the Forecast in accordance with **Subsection 2.10 of Schedule 1B** of this RAO Agreement, 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;

- (ii) where possible, propose modifications or alternatives to the Forecast submitted by the Access Seeker which CelcomDigi is able to accept and fulfil; and
- (iii) offer to meet within 5 Business Days of the notice of rejection of the Forecast to discuss the reasons for rejection and alternative methods of compliance (“**Rejection Notice**”). The meeting shall take place between CelcomDigi and Access Seeker if the offer is accepted by the Access Seeker.

#### 2.10 Reasons for rejection

- (a) CelcomDigi may reject a Forecast where CelcomDigi reasonably believes that the Forecast is inaccurate or cannot be met, or there is insufficient capacity having regard to:
  - (i) total current usage of the Facilities or Services;
  - (ii) the current rate of growth of the Access Seeker’s usage of the Facilities or Services;
  - (iii) the current rate of growth of total usage of the Facilities or Services by CelcomDigi and all access seekers; and
  - (iv) subject to **Section 17** of the CelcomDigi RAO, the amount of capacity in the Facilities or Services

that CelcomDigi currently has available and can reasonably provision over the Forecast period, which must be at least equivalent to that which CelcomDigi can reasonably provision for itself.

- (b) In addition to Subsection 2.10(a) of Schedule 1B of this RAO Agreement, CelcomDigi may also reject a Forecast from an Access Seeker where:
- (i) CelcomDigi discovers that it is not able to provide the Facilities and/or Services following the completion of the Preliminary Study (wherein the basis of rejection will be provided by CelcomDigi);
  - (ii) the delivery of the Facilities and/or Services Forecasted by the Access Seeker is required within a period shorter than the indicative minimum timeframe specified in Subsection 2.14 of of Schedule 1C of this RAO Agreement or the period set out in Schedule 2 of this RAO Agreement, whichever is the shorter;
  - (iii) subject to Section 16 of the CelcomDigi RAO, it is not technically feasible to provide access to the Facilities or Services requested by the Access Seeker;
  - (iv) the Access Seeker has not obtained necessary related agreements from CelcomDigi (e.g. Facilities access for a new POI);

- (v) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions of this RAO Agreement; and/or
- (vi) there are reasonable 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.

## 2.11 Reconsideration by the Access Seeker

- (a) Where CelcomDigi issues a Rejection Notice to the Access Seeker, the Access Seeker shall, within 21 Business Days from the receipt of the Rejection Notice or such other period as may be mutually agreed in writing;
  - (i) accept CelcomDigi's proposed modifications or alternative to the Access Seeker's Forecast; or
  - (ii) negotiate and mutually agree with CelcomDigi on further amendments to CelcomDigi's proposed modifications or alternative to the Access Seeker's Forecast; or
  - (iii) submit a new Forecast which the Access Seeker considers meets the concerns of CelcomDigi.
- (b) Upon the amended Forecast being mutually agreed by the Operators, the Access Seeker shall issue a written

notice to CelcomDigi confirming its acceptance of the amended Forecast. Such written notice must be issued within 3 Business Days from the expiry of the said 21 Business Days or such other period as may be mutually agreed in writing.

## 2.12 Acceptance of a Forecast

- (a) Where the Forecast or amended Forecast has been accepted in writing by CelcomDigi or Access Seeker in accordance with **Subsections 2.9 or 2.11 of Schedule 1B** of this RAO Agreement, as the case may be, ("**Acceptance Notice**") the Operators agree that the Forecast, for the first 12 months of the Forecast period, shall be treated as an Order confirmed by the Access Seeker pursuant to **Subsection 2.15 of Schedule 1C** of this RAO Agreement, where CelcomDigi acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because CelcomDigi will need to proactively augment its Network to provide access within the requested timeframe).
- (b) The Access Seeker may review the accepted Forecast (save for those portions which have been confirmed by the Access Seeker as an Order) on a 6 monthly basis. Where the Access Seeker has reviewed the Forecast and the same is accepted by CelcomDigi or the Access Seeker in accordance with **Subsections 2.9 and 2.11 of Schedule 1B** of this RAO Agreement, those portions of the reviewed Forecast, would be treated as an Order



confirmed by the Access Seeker pursuant to **Subsection 2.15 of Schedule 1C** of this RAO Agreement. Where the Access Seeker requires additional Facilities and/or Services in addition to the accepted Forecast, the Access Seeker may still place Orders in accordance with **Schedule 1C** of this RAO Agreement.

- (c) For the avoidance of doubt, those periods of the Forecast which are not confirmed by the Access Seeker as an Order pursuant to **Subsection 2.15 of Schedule 1C** of this RAO Agreement shall only be indicative and shall not be binding on CelcomDigi unless and until such Forecast is confirmed as an Order in accordance with **Subsections 2.12(a) and 2.12(b) of Schedule 1B** of this RAO Agreement.
- (d) For the purposes of implementing and administering the Order, CelcomDigi may require the Access Seeker to submit additional administrative or technical information in a format provided by CelcomDigi to process the Order. Such additional information shall be submitted within 14 Business Days from the date of request by CelcomDigi.
- (e) Upon receipt of the Acceptance Notice, the Access Seeker shall pay, in advance:
  - (i) in respect of the first 6 months Forecast for Facilities which have been confirmed by the Access Seeker as an Order, 10% of the total Charges applicable to the confirmed Forecast within 30 Business Days from the date of receipt

of the Acceptance Notice. The balance of 90% shall be payable by the Access Seeker within 30 Business Days after the delivery of the Order; and

- (ii) in respect of the second 6 months for Facilities, 10% of the total Charges applicable to the confirmed Forecast, 30 Business Days before the commencement of the second 6 months. The balance of 90% shall be payable by the Access Seeker within 30 Business days after the delivery date of the Order.
- (f) If the Operators are unable to agree on a Forecast (or amended Forecast), the Operators agree that there shall not be any confirmed Forecast for the relevant Forecast period.
- (g) All delivery dates specified in the accepted Forecast and the confirmed Order shall be subject to **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **SCHEDULE 1C**

### **ORDERING AND PROVISIONING**

#### **1. General**

- 1.1 **Schedule 1C** of this RAO Agreement sets out ordering and provisioning terms and procedures that are applicable in relation to the provision of Facilities and Services.
- 1.2 For existing Facilities and/or Services utilized by the Access Seeker as at the Effective Date, the Access Seeker is not required to submit an Order for the same as an Order is deemed to have been placed and access to such Facilities and Services shall continue on the terms of this RAO Agreement.

#### **2. Ordering And Provisioning Obligations**

- 2.1 Contact Point and Mechanism
- (a) Orders for access to Facilities and Services are to be delivered to the senior personnel of CelcomDigi and CelcomDigi shall notify the Access Seeker in writing from time to time of any change to the designated persons.
- (b) The mechanism to be used for the submission of Orders for access to Facilities and/or Services can be made (such as a web portal or B2B gateway), provided that if such a mechanism is the only method which CelcomDigi provides for the receipt of Orders for that Facility and/or Service, CelcomDigi cannot require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface

between the Operational Support Systems of the Operators).

## 2.2 Order Content

- (a) The Access Seeker may place firm Orders for Facilities and/or Services from time to time.
- (b) Prior to access being provided, CelcomDigi may require the Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. CelcomDigi may request the Access Seeker to provide, at a level of detail (sufficient for planning provisioning), the following information in an Order for access to Facilities and/or Services:
  - (i) the Facilities or Services or both to which access is requested;
  - (ii) a requested time and date for delivery;
  - (iii) the detailed address of the location of the points of delivery and location maps, if necessary;
  - (iv) Equipment of the Access Seeker to be used in connection with the Order;
  - (v) the configuration of the requested Facilities and Services;
  - (vi) level to be opened;
  - (vii) signaling point code;
  - (viii) contact person and telephone number;

- (ix) in relation to Full Span Interconnection, Wholesale Local Leased Circuit Service and Transmission Services requested by the Access Seeker, space availability at the Access Seeker's premises; and
  - (x) such other information that CelcomDigi reasonably requires in order for it to plan for the provision of access to the Facilities and Services as requested by the Access Seeker provided always that CelcomDigi shall not require information which:
    - (A) CelcomDigi does not require from itself for similar provisioning;
    - (B) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
    - (C) is non-permitted information under **Subsection 10.1** of the CelcomDigi RAO.
- (c) When the Order is placed, the Access Seeker must give CelcomDigi a priority list, allowing for progressive delivery and setting out its preferred order of delivery.

### 2.3 Use of Ordering Information

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

- (a) CelcomDigi's wholesale or interconnection group; and
  - (b) that part of the Network engineering group of CelcomDigi responsible for interconnection;
- for the purpose of responding to and provisioning for the Order.

#### 2.4 Treatment for Orders and Service Qualifications

CelcomDigi shall:

- (a) establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any access seeker;
- (b) give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and
- (c) otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under **Subsection 2.29 of Schedule 1C** of this RAO Agreement.

#### 2.5 Acknowledgement of Receipt

Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi will acknowledge receipt of the Order, in writing (or any other material or electronic from agreed by the Operators), within 2 Business Days of receipt of an Order from the Access Seeker or within the timeframe specified for a Facility or Service in **Schedule 2** of this RAO Agreement, whichever is the shorter.

## 2.6 Notice of Receipt

- (a) CelcomDigi must include in its notice of receipt ("**Notice of Receipt**") the following information:
- (i) the time and date of receipt of the Order;
  - (ii) a list of any additional information reasonably required by CelcomDigi from the Access Seeker to clarify the Order;
  - (iii) if the relevant Facilities or Services are below the capacity required to provide the relevant Facilities or Services, CelcomDigi shall inform the Access Seeker of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted;
  - (iv) whether CelcomDigi needs to perform post-Order Service Qualification because information is not readily available to CelcomDigi, for example in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and
  - (v) the position of the Order in CelcomDigi's queue.

## 2.7 Further Information

The Access Seeker has a period of up to 10 Business Days after a request for additional information to provide CelcomDigi

with such additional reasonable information that is reasonably necessary to clarify an Order. If the Access Seeker fails to provide the additional information required within the said 10 Business Days, the Order shall be deemed cancelled or withdrawn unless otherwise agreed in writing by CelcomDigi.

## 2.8 Service Qualifications

(a) CelcomDigi shall make Service Qualifications available to the Access Seeker prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by CelcomDigi for itself. CelcomDigi shall only require post-Order Service Qualifications to be requested if:

- (i) no pre-Order Services Qualification has been completed in accordance with the process to be developed under **Subsection 8.2** of the CelcomDigi RAO;
- (ii) CelcomDigi reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and
- (iii) CelcomDigi notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications) at the time of providing (and specified in) CelcomDigi's Notice of Receipt under **Subsection 2.6 of this Schedule 1C** of this RAO Agreement, or, if further



information has been requested under **Subsection 2.7 of this Schedule 1C** of this RAO Agreement, within 2 Business Days upon the expiry of the period specified in **Subsection 2.7 of this Schedule 1C** of this RAO Agreement.

- (b) For clarification, an Access Seeker may also seek the prior written consent of CelcomDigi to perform a Service Qualification itself, and such consent must not be unreasonably withheld.
- (c) The Access Seeker shall notify CelcomDigi whether way-leave or governmental authority written approval is required to be obtained for the provision or delivery or establishment of the Facilities and/or Services ordered.

## 2.9 Completion of Service Qualifications

Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any Service Qualification within the shorter of:

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

- (c) Where there is a delay in the commencement and/or completion of the Service Qualification, and the delay is caused by either the Access Seeker or by a third party that is not acting under the Access Provider's direction or control:
  - (i) CelcomDigi shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
  - (ii) CelcomDigi and Access Seeker must work together to minimise the delay; and
  - (iii) the delivery date shall be extended for a further period as reasonably necessary, and CelcomDigi shall promptly notify the Access Seeker of the revised completion date.
  
- (d) If the relevant Facilities and/or Services available to CelcomDigi are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, CelcomDigi shall notify the Access Seeker, at the same time as providing notice under paragraph 2.9(a), of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted

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## 2.10 Withdrawal of Order following Service Qualifications

The Access Seeker may withdraw its Order, by giving the following prior written notice to CelcomDigi, without penalty (irrespective of whether CelcomDigi has accepted the Order or not):

- (a) within 10 Business Days after receiving the result of a Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, failing which the Access Seeker waives its right to withdraw the Order; and
- (b) In the event the Order is withdrawn or cancelled after 10 Business Days, the Access Seeker shall, upon issuance of an Invoice by CelcomDigi, reimburse CelcomDigi the cost of Service Qualification.

## 2.11 Acceptance Obligation

CelcomDigi must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and Services which comply with a Forecast accepted by CelcomDigi pursuant to **Schedule 1C** of this RAO Agreement.

## 2.12 Time for Acceptance/Rejection

- (a) Subject to Subsection 2.6 of Schedule 1I of this RAO Agreement, CelcomDigi must notify the Access Seeker that an Order is accepted or rejected within:
  - (i) the specified timeframe for the Facility or Service ordered as specified in **Schedule 2** of this RAO Agreement; or

- (ii) the timeframe within which it accepts or rejects equivalent Orders for itself,  
  
whichever is the shorter, save that where:
  - (iii) CelcomDigi requests for additional information pursuant to **Subsection 2.6(a)(ii) of Schedule 1C** of this RAO Agreement, in which case this 14 Business Days period shall commence from the Access Seeker's provision of the additional information pursuant to **Subsection 2.7 of Schedule 1C** of this RAO Agreement; and/or
  - (iv) if CelcomDigi undertakes a Service Qualification as contemplated in **Subsection 2.8 of Schedule 1C** of this RAO Agreement, in which case the time periods in **Subsection 2.9 of Schedule 1C** of this RAO Agreement are to be added to this 14 Business Days period.
- (b) If CelcomDigi notifies the Access Seeker that an Order is rejected, CelcomDigi must advise the Access Seeker if it would be able to accept the Order in a modified form.
- (c) The Access Seeker may request for a meeting with CelcomDigi to discuss or seek clarification on the results of the Service Qualification, where an Order cannot be fulfilled or can only be partially fulfilled by CelcomDigi.

2.13 Notice of Acceptance

(a) CelcomDigi's notice of acceptance ("**Notice of Acceptance**") to the Access Seeker must contain the following information:

(i) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by CelcomDigi, then no later than:

(A) the indicative delivery timeframe or activation timeframe specified for a Facility or Service in **Schedule 2** of this RAO Agreement; or

(B) the period of time taken by CelcomDigi to deliver, or activate, such Facilities and/or Services for itself,

whichever is shorter;

(ii) the date when civil works (if any) are intended to commence;

(iii) the charges applicable to the fulfilment of the Order including without limitation additional works such as internal wiring, right of way, land rental, local authority permits and third-party deposits;

- (iv) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (v) the validity period of the acceptance of the Order which shall be no less than 90 Business Days from the date of Notice of Acceptance ("**Validity Period**").

#### 2.14 Commencement of Delivery Times

- (a) For the purposes of **Subsection 2.13(a) of Schedule 1C** of this RAO Agreement, delivery timeframes for the different aspects of Facilities or Services shall commence from:

- (i) where the Access Seeker's confirmation of an Order is required under **Subsection 2.15 of Schedule 1C** of this RAO Agreement, the date the Access Seeker confirms the Order in accordance with the subsection;
- (iii) in any other case, from the start of the Validity Period,

unless a longer time period is requested by the Access Seeker and agreed to in writing by CelcomDigi. Notwithstanding the foregoing, the delivery timeframes for the Facilities and Services shall be subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement.

- (b) The delivery timeframes specified in **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement shall further be subject to the obtaining of any required way-leave and/or governmental authority written approval in relation to an Order. In the foregoing instance the commencement date of the delivery timeframe shall be the date on which last of the requisite way-leave and/or governmental authority prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

For the avoidance of doubt, CelcomDigi is not required to commence work on an Order unless and until all requisite way-leave and/or governmental authority written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

- (c) Where a delay in the delivery of an Order is caused by the Access Seeker or by any government authority or agency or Third Party (not within the control of the Operators), the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably required by CelcomDigi. 'Third Party' in this context refers to a Third Party who is not within the control of the Operators but shall not include a contractor or supplier of the Operators for the supply of Equipment, material, plant and services for the fulfilment of an

Order unless that contractor or supplier is not able to perform its obligations to the Operator due to Force Majeure (wherein such contractor or supplier shall then be regarded as a Third Party not within the control of the Operator).

- (d) Where an Order has been confirmed by the Access Seeker in accordance with Subsection 2.15 of Schedule 1C of this RAO Agreement, the Access Seeker may request for a change in the delivery dates of the Facilities and/or Services Ordered subject to CelcomDigi first agreeing in writing to the same.

#### 2.15 Access Seeker Confirmation

- (a) The Access Seeker's confirmation of an Order is not required if CelcomDigi accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before CelcomDigi can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for CelcomDigi to proceed with fulfilling an Order as provided for under **Subsection 2.15(a) of Schedule 1C** of this RAO Agreement, the Access Seeker shall confirm its agreement to proceed with the Order within the Validity Period, failing which the Order is deemed cancelled or withdrawn. Upon such confirmation,



CelcomDigi shall fulfil the Order in accordance with the Notice of Acceptance provided under **Subsection 2.13 of Schedule 1C** of this RAO Agreement subject to **Subsection 2.15(b) of Schedule 1C** of this RAO Agreement.

- (c) For the avoidance of doubt, the Access Seeker shall be deemed to have confirmed its agreement to proceed with the Order in relation to an accepted Forecast upon the issuance of an Acceptance Notice of a Forecast in accordance with **Subsection 2.11 of of Schedule 1B** of this RAO Agreement.
- (d) Notwithstanding anything to the contrary, in the event the necessary:
  - (i) governmental authority or agency's written approval; and/or
  - (ii) way-leave from Third Parties to fulfil the Order is not obtained, within 6 months from the date of the Access Seeker's confirmation of the Order pursuant to **Subsection 2.15 of Schedule 1C** of this RAO Agreement, either Operator may, without liability, cancel the Order at any time by giving written notice to the other Operator.

## 2.16 Estimated Charges

- (a) If the Notice of Acceptance provided by CelcomDigi under **Subsection 2.13 of Schedule 1C** of this RAO Agreement contains estimates of charges (e.g. based on time and materials) for a specific scope of work:

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

- (i) CelcomDigi shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
    - (A) the estimate will likely be exceeded;
    - (B) an explanation of the reasons for exceeding the estimate; and
    - (C) a further estimate of the charges for the work necessary to fulfil the Order;
  - (ii) the Access Seeker may withdraw the Order without penalty if the revised estimate exceeds the original estimate by more than 10% of the original estimate within 10 Business Days of the notice given by CelcomDigi under **Subsection 2.16(a)(i) of Schedule 1C** of this RAO Agreement. If the Access Seeker fails to notify CelcomDigi in writing of its withdrawal or acceptance within the said time period, the Access Seeker is deemed to have rejected the revised estimated charges.
- (b) Notwithstanding Subsection **2.16(a) of Schedule 1C** of this RAO Agreement, where the actual cost incurred by CelcomDigi exceeds an estimate or revised estimate for a specific scope of work provided by CelcomDigi due to:
- (i) information or facts which are inaccurate or erroneous or which were not disclosed or provided by the Access Seeker; or

(ii) a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay CelcomDigi for the actual cost incurred.

(c) CelcomDigi shall not be obliged to commence work until the Access Seeker has confirmed in writing that the Access Seeker is agreeable to the estimate for a specific scope of work or revised estimate provided by CelcomDigi before the expiry of the Validity Period or the period stated in **Subsection 2.16(a)(ii) of Schedule 1C** of this RAO Agreement.

## 2.17 Reasons for Rejection

- (a) CelcomDigi may only reject an Order from an Access Seeker where:
- (i) subject to **Section 16** of the CelcomDigi RAO, it is not technically feasible to provide access to the Facilities or Services requested by the Access Seeker;
  - (ii) subject to **Section 17** of the CelcomDigi RAO, CelcomDigi has insufficient capacity to provide the requested Facilities or Services;
  - (iii) subject to **Subsection 2.19 of Schedule 1C** of this RAO Agreement, the Order is in excess of agreed Forecast levels;
  - (iv) the Order or variation request duplicates an Order awaiting fulfilment;

- (v) the Access Seeker has not obtained necessary related agreements from CelcomDigi (e.g. Facilities access for a new POI);
- (vi) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions of this RAO Agreement and such concern cannot be addressed to CelcomDigi's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with **Section 8** of this RAO Agreement); or
- (vii) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities or Services to protect the integrity of the Network; or the safety of individuals working on, or using services supplied by means of, the Network or Equipment and such concern cannot be addressed to CelcomDigi's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

## 2.18 Notice of Rejection

- (a) CelcomDigi's notice of rejection to the Access Seeker must:
  - (i) set out the ground(s) on which CelcomDigi rejects the Order, at a sufficient level of detail to

enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and

- (ii) offer to meet, and meet if the offer is accepted by the Access Seeker, within 5 Business Days of the notice of rejection of the Order to discuss the reason(s) for rejection and alternative methods of compliance.

## 2.19 Order in Excess of Forecast

Notwithstanding **Subsection 2.17(a)(ii) of Schedule 1C** of this RAO Agreement, CelcomDigi must use its reasonable efforts to provide sufficient capacity to enable it to accept and fulfil Orders from the Access Seeker for Facilities or Services or both which are in excess of the relevant Forecast. CelcomDigi is only required to do so if, after meeting the Forecast requirements of other operators and of its own business units, there is available capacity or CelcomDigi could readily upgrade existing capacity. CelcomDigi shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of the Access Seeker, other operators and its own business units. CelcomDigi is not required to supply Facilities or Services or both in excess of Forecast, if despite adopting any reasonable improvements ((including upgrading capacity) would cause a material degradation in the quality of Facilities or Services provided to other operators or its own business or both or the commercial investment to be incurred by CelcomDigi is not an investment in respect to which CelcomDigi or its business units will have any

commercial use. For clarification when carrying out its obligations under this **Subsection 2.19 of Schedule 1C** of this RAO Agreement, CelcomDigi may have regard to its obligations under **Section 17** of the CelcomDigi RAO.

## 2.20 Required Extra Capacity

CelcomDigi may by written notice require the Access Seeker to procure such additional capacity on the Access Seeker's side of the Network as CelcomDigi, in good faith and reasonably estimates that the Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of CelcomDigi's Network. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, CelcomDigi must notify the Access Seeker in writing, and the Access Seeker and CelcomDigi must meet (no later than 5 Business Days after receipt of the notice from CelcomDigi) to attempt to identify alternative sources of capacity. If the matter cannot be resolved within 10 Business Days of the date of that meeting, CelcomDigi may undertake technically reasonable measures including barring or blocking calls to the Access Seeker's Network to the extent necessary to minimise congestion within CelcomDigi's Network.

## 2.21 Other Uses

CelcomDigi 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.

## 2.22 Delivery Dates

Subject to **Subsection 2.14 of Schedule 1C** of this RAO Agreement, CelcomDigi shall deliver the ordered access to Facilities or Services by the date specified in the Notice of Acceptance (as provided under **Subsection 2.13 of Schedule 1C** of this RAO Agreement) or the extended delivery date (if any) as determined in accordance with **Subsection 2.24 of Schedule 1C** of this RAO Agreement.

## 2.23 Early Delivery Dates

If CelcomDigi, 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 the earlier delivery date.

## 2.24 Delayed Delivery Dates

- (a) Where there is a delay in the delivery of an Order and the delay is caused by CelcomDigi, or by a third party, that is not acting under CelcomDigi's direction or control CelcomDigi shall:
  - (i) notify the 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 CelcomDigi becomes aware of the possible delay;

- (ii) permit the Access Seeker notified under **Subsection 2.24(a)(i) of Schedule 1C** of this RAO Agreement to cancel the Order without penalty if the delay is longer than 14 Business Days or equivalent time period for delivery of similar Facility and/or Service, whichever is the longer; and
  - (iii) if the Access Seeker chooses not to cancel the Order, the delivery date shall be extended for a further period as reasonably necessary, and CelcomDigi shall promptly notify the Access Seeker of the revised delivery date.
- (b) Where there is a delay in the delivery of an Order and the delay is caused by the Access Seeker:
  - (i) CelcomDigi shall notify the Access Seeker of the delay to the delivery date as soon as practicable after CelcomDigi becomes aware of it;
  - (ii) CelcomDigi and Access Seeker must work together to minimise the delay; and
  - (iii) the delivery date shall be extended for a further period as reasonably necessary, and CelcomDigi shall promptly notify the Access Seeker of the revised delivery date.

## 2.25 Cancellation and Variation of Orders

- (a) The Access Seeker may cancel or vary an Order at any time provided that CelcomDigi has not issued any



purchase orders for any work in relation to the Order subject to **Subsection 2.24**. Where a purchase order has been issued CelcomDigi shall provide, subject to any confidentiality requirement, a copy of the relevant purchase order.

- (b) If the Access Seeker wishes to change an Order already issued but not yet implemented, then the Access Seeker should issue a formal amendment to the original Order indicating:
  - (i) original order reference number;
  - (ii) original route, quantity, locations and ready for testing date;
  - (iii) new requirements; and
  - (iv) Order identified as “Amendment”.
- (c) CelcomDigi will then respond to whether the changes can be accommodated in the original time scale or propose a new ready for service date.

## 2.26 Cancellation Charges

Except where provided in this RAO Agreement that cancellation is to be at without charge, CelcomDigi shall only charge the Access Seeker which has cancelled or varied an Order no more than the costs necessarily incurred by CelcomDigi in relation to the cancelled or varied Order, reduced by the level at which those costs have been or would have been (had the CelcomDigi used its best endeavours to do so), mitigated over a 6 month period after the date of

cancellation or variation. Notwithstanding the foregoing and to the extent that CelcomDigi is not able to mitigate its losses in relation to ordered Facilities and Services which have yet to be installed or activated, CelcomDigi shall be entitled to charge and the Access Seeker shall pay the charges for the minimum period required for certain Facilities and Services in accordance with **Schedule 2** of this RAO Agreement.

## 2.27 Testing and Provisioning

(a) CelcomDigi shall:

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

## 2.28 Non-Refundable Processing Fee and/or Resource Charge

(a) CelcomDigi may charge the Access Seeker a one-off non-refundable resource charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by CelcomDigi 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. Upon request, CelcomDigi shall provide a detailed statement (including specifying the methodology and unit costs for calculating any fees) in writing to the Access Seeker of the scope of works to be undertaken, the expected duration, the number and designation of the personnel involved and the rate of charges. CelcomDigi shall not be obliged to commence work until the scope of works and the said resource charges have been agreed to in writing by the Access Seeker.

- (b) The Operators agree that the one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking necessary work to process the Order as CelcomDigi is required to allocate manpower and resources for the same. The non-refundable processing fee for the respective Facilities and Services are set out **in Annexure 1C-A**. Processing fees for facilities and services not currently specified in **Annexure 1C-A** 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 Order where there is insufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, CelcomDigi shall be entitled to charge an additional reasonable fee for undertaking such

additional and non-routine work as additional resources are required to do the same.

- (c) If the Access Seeker does not confirm the Order, the non-refundable resource charge will not be refunded to the Access Seeker. However, if the Access Seeker confirms the Order in accordance with **Subsection 2.15 of Schedule 1C** of this RAO Agreement, the processing fee (excluding the additional and non-routine processing fee) will be set-off against the Charges for the ordered Facilities and Services after confirmation of the Order.

## 2.29 Queuing Policy

- (a) CelcomDigi shall establish and demonstrate and maintain a queuing policy system which:
- (i) shall be non-discriminatory;
  - (ii) shall be applied to Orders and Service Qualifications of all access seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Services Qualifications of access seekers on an equivalent basis to that which CelcomDigi treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and
  - (iii) shall seek to maximise the efficiency of its ordering and provisioning process.

### 2.30 Acceptance on Queue

CelcomDigi shall promptly notify an Access Seeker, at the time of providing an acknowledgement of receipt of the Order under **Subsection 2.5 of Schedule 1C** of this RAO Agreement, of their acceptance on CelcomDigi's queue.

### 2.31 Constrained Capacity

(a) If CelcomDigi reasonably believes that the capacity in any Facilities and Services required by:

- (i) the Access Seeker pursuant to the relevant Forecast and/or Order;
- (ii) other access seekers, pursuant to their relevant Forecasts and/Orders; and
- (iii) CelcomDigi, for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest,

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

- (iv) notify the Access Seeker and other persons to whom relevant capacity is supplied; and
- (v) allocate the available capacity between itself, the Access Seeker and other access seekers in accordance with CelcomDigi's Capacity Allocation Policy.

CelcomDigi, where possible, will also indicate when extra capacity is likely to be made available to the Access Seeker.

## 2.32 Capacity Allocation Policy

- (a) CelcomDigi shall maintain a Capacity Allocation Policy, which:
- (i) shall be disclosed, free of charge, to the Access Seeker on written request if CelcomDigi claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts or Orders and each time the Capacity Allocation Policy is amended;
  - (ii) shall set out the principles in accordance with which CelcomDigi shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, the Access Seeker and other operators, in circumstances where the amount of capacity available is less than the aggregate of capacity required by CelcomDigi, its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, the Access Seeker and other operators;
  - (iii) shall:
    - (A) be fair and reasonable;

- (B) be consistent, so far as practicable, with CelcomDigi's general duty of non-discrimination in accordance with subsection 149(2) of the CMA;
  - (C) treat the requirements of all access seekers on an equivalent basis to the requirements of CelcomDigi's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest; and
  - (D) allocate the available capacity in the relevant Facilities or Services or both in proportion to each Operator's Forecast and/or Order requirements.
- (iv) shall set out CelcomDigi's plans to expand their capacity over time (if any), where such information must be provided to Access Seeker on a non-discriminatory basis in terms of its content and frequency of updates.

### 2.33 Late Delivery

If CelcomDigi fails to meet any timeframe in **Subsection 2.14 of Schedule 1C** of this RAO Agreement with respect to the delivery of access to Facilities or Services pursuant to an Order made in accordance with this **Schedule 1C** of this RAO Agreement, except where such failure has been caused solely by the Access Seeker's delay or governmental and/or regulatory bodies or Third Party (as defined in **Subsection**

**2.14(c) of Schedule 1C** of this RAO Agreement) (outside the control of CelcomDigi), then CelcomDigi shall, without limitation to any other rights the Access Seeker may have under this Agreement or law, pay liquidated damages to the affected Access Seeker in the form of a rebate provided always that the liquidated damages shall not exceed 5% of the annual charges payable for access to the affected Facility or Service. The rebate shall be for an amount equivalent to the recurring charges payable for access to the affected Facility or Service over a period equal to the period of CelcomDigi's delay only. The rebates may only be used by the Access Seeker for future Invoices for the same Facility or Service only. If a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under the CelcomDigi's direction or control, CelcomDigi shall demonstrate:

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

#### 2.34 Payment Terms

- (a) The Access Seeker shall pay:
  - (i) 10% of the total Charges applicable to the confirmed Order for Facilities and Services the subject of non-usage based Charges, upon confirmation of the Order in accordance with **Subsection 2.15 of Schedule 1C** of this RAO Agreement; and



- (ii) the remaining 90% of the total Charges applicable to the confirmed Order, within 30 Business Days after the delivery date of the Order.

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## Annexure 1C-A

### NON REFUNDABLE RESOURCE CHARGE

1. CelcomDigi shall impose on the Access Seeker and the Access Seeker shall pay in accordance with terms and conditions of **Section 9** of this RAO Agreement:
  - 1.1 a non-refundable processing fee for undertaking reasonably necessary administrative work to process an Order submitted by the Access Seeker; and
  - 1.2 a fee for undertaking Service Qualifications, additional and other non-routing work.
2. CelcomDigi shall provide a quotation of the estimate fees to the Access Seeker within 7 Business Days of receipt of an Order from the Access Seeker. Any changes to the estimate fees of more than 20% will be notified to the Access Seeker within 7 Business Days of CelcomDigi becoming aware of the changes to the estimate fees and if the Access Seeker does not agree to pay the new estimate of the fees, the Access Seeker's Order shall be deemed voluntarily withdrawn by the Access Seeker.

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## SCHEDULE 1D

### NETWORK CONDITIONING

#### 1. General

1.1 **Schedule 1D** of this RAO Agreement sets out network conditioning terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

#### 2. Network Conditioning Obligations

##### 2.1 Non-discrimination

CelcomDigi shall perform Network Conditioning on an equivalent basis to that which CelcomDigi performs for itself for the same or similar Facilities and/or Services.

##### 2.2 Impact of retail commercial arrangements

CelcomDigi must not refuse to commence or complete Network Conditioning on the basis that the commercial arrangements (other than matters required under **Subsection 2.3 of Schedule 1D** of this RAO Agreement to perform Network Conditioning) are not agreed between the Operators in relation to the retail service for which the Network Conditioning is to be provided.

##### 2.3 Commencement

(a) After an Order has been confirmed by the Access Seeker in accordance with **Subsection 2.15 of Schedule 1C** of this RAO Agreement, CelcomDigi must commence Network Conditioning immediately following such confirmation of an Order by the Access

Seeker and agreement by CelcomDigi and the Access Seeker in relation to the following matters, to the extent relevant:

- (i) geographical coverage;
- (ii) number information (i.e. length and code allocation);
- (iii) origins from or destinations to which access is required;
- (iv) Network routes (including which Operator is responsible for the provisioning of the Interconnection Links); and
- (v) handover arrangements and relevant POI/POP.

#### 2.4 Number range activation

Subject to **Subsections 2.3 and 2.5 of Schedule 1D** of this RAO Agreement, CelcomDigi shall if the supply of a Facility and/or Service requires the Access Provider to activate a code or number range on its Network:

- (a) where requested to do so by the Access Seeker, use its best endeavours to activate in CelcomDigi's Network a code or number range within the shorter of the timeframe between the time that CelcomDigi would activate a code or number range for itself, including on an urgent basis, and 10 Business Days after the agreed testing date of the said code or number range. In this respect, the Operators shall commence testing within 10 Business Days from the date of Access Seeker's

written request to activate such code or number or such other time period to be mutually agreed in writing; and

- (b) in all cases, activate a code or number range within 1 month of being requested to do so by Access Seeker.

save and except where the testing of the said code or number range fails or where there is a delay on the part of the Access Seeker or where the Access Seeker requests for a longer activation date.

## 2.5 Access Seeker is a Mobile Operator

- (a) The Access Seeker agrees that it shall be fully responsible for all Mobile Numbers originating from its Mobile Network (which shall include Mobile Numbers of other operators roaming on its Mobile Network and Mobile Numbers of the other Operator's MVNO) and shall pay to CelcomDigi the applicable charges for Fixed Network Termination Service and/or Mobile Network Termination Service.
- (b) The Access Seeker agrees that where it enters into any arrangement and/or agreement with any MVNO to enable the MVNO to provide mobile cellular services to the end-users of the MVNO, the Access Seeker shall notify CelcomDigi in writing of the Mobile Number range:
  - (i) allocated or assigned by the Access Seeker to its MVNO; and/or

- (ii) allocated or assigned by the Commission to the Access Seeker's MVNO,

to enable the Access Seeker's MVNO to provide mobile cellular services to its end-users. Similarly, upon the Access Seeker terminating its arrangement and/or agreement with its MVNO, the Access Seeker shall immediately notify the CelcomDigi in writing of the same.

- (c) Notwithstanding that the Access Seeker's MVNO:

- (i) is utilising mobile numbers allocated or assigned to it by the Access Seeker and/or the Commission, and/or is utilising other mobile numbers ported to the Access Seeker's MVNO pursuant to the Mobile Number Portability;
- (ii) has acquired airtime from the Access Seeker; and/or
- (iii) is utilising all or part of the Access Seeker's Network,

to provide mobile cellular services to its end-users, any mobile cellular services provided by such MVNO and all mobile numbers utilised by the Access Seeker's MVNO (whether allocated or assigned by the Access Seeker and/or the Commission, and/or ported to the MVNO) shall be regarded and deemed, for all intents and purposes of this RAO Agreement, to be mobile cellular services provided by the Access Seeker and mobile numbers of the Access Seeker since the Access

Seeker's MVNO is not a party to this RAO Agreement. The Access Seeker expressly agrees and acknowledges that it shall be fully responsible for ensuring that its MVNO strictly complies with the terms and conditions of this RAO Agreement which are relevant and/or applicable to its MVNO.

- (d) Where the Access Seeker allows another cellular mobile operator to roam on its Mobile Network ("*Roaming Cellular Mobile Operator*"), the Operators agree that all Call Communication originating from and/or destined to a customer of the Roaming Cellular Mobile Operator roaming on the Access Seeker's Mobile Network shall be regarded and deemed, for all intents and purposes of this RAO Agreement, to be calls originating from and/or destined to the Access Seeker's Customer and the Access Seeker's Mobile Network. The Access Seeker expressly agrees and acknowledges that the Access Seeker shall be fully responsible for ensuring that the Roaming Cellular Mobile Operator strictly complies with the terms and conditions of this RAO Agreement which are relevant and/or applicable to the Roaming Cellular Mobile Operator.
- (e) Subject to **Subsection 16** of the RAO Agreement, the Access Seeker shall indemnify and keep CelcomDigi indemnified fully and effectively and hold CelcomDigi harmless from and against all claims, proceedings, actions, fines, penalties, loss or damage, costs, expenses and other liabilities which CelcomDigi may suffer or

sustain as a result of, in relation to and/or in connection with any non-compliance by the Access Seeker's MVNO and/or Roaming Cellular Mobile Operator of any terms and conditions of this RAO Agreement which are relevant and/or applicable to the Access Seeker's MVNO and/or Roaming Cellular Mobile Operator, as the case may be.

## 2.6 Intra-Network codes and numbers

**Subsection 2.4 of Schedule 1D** of this RAO Agreement does not apply to codes or number ranges not intended for use across interconnected Networks.

## 2.7 Apportionment of Cost

The costs incurred in Network Conditioning shall be apportioned between the Operators as follows:

- (a) if the work has been carried out in accordance with a Government or Commission requirement, the Operators will bear their own costs;
- (b) if the work has been carried out to fulfill an Order made in accordance with this RAO Agreement, the costs shall be apportioned in an equitable manner between the Operators having regard to cost causation.

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## **SCHEDULE 1E**

### **POINT OF INTERFACE AND DECOMMISSIONING**

#### **1. General**

1.1 **Schedule 1E** of this RAO Agreement sets out point of interface and decommissioning terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

#### **2. Consideration for POI/POP Location**

2.1 The technical consideration for determining the locations for POI/POPs by CelcomDigi shall include, without limitation, the following:

- (a) whether switching and transmission facilities have 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; and
- (c) preservation of network security.

CelcomDigi may in its absolute discretion determine not to establish a POI/POP at a location where the aforesaid technical considerations does not warrant the same.

2.2 CelcomDigi shall publish on its website and keep updated a list of the general locations:

- (a) in respect of which physical network co-location is available;
- (b) in respect of which virtual co-location is available;

- (c) in respect of which in-span interconnection is available,

on and from the date of publication for the following 12 months.

The list of POIs offered by CelcomDigi is set out in Annexure 1E-A to this Schedule 1E of this RAO Agreement.

### **3. Criteria for Establishing a New POI/POP**

3.1 Prior to accepting the establishment of a new POI/POP, the Operators shall comply with the following:

- (a) the Access Seeker shall in good faith submit its 3 year requirement including traffic and circuit forecast, and Interconnect Link Service requirement at the proposed new POI/POP;
- (b) the Interconnect Link Service shall be re-dimensioned to provide for a minimum of 2 years provisioning period for the purposes of planning;
- (c) indicate the number of routes and nodes that will be served by the Interconnect Link Service that is provided at the proposed POI/POP;
- (d) specify whether the method of provisioning is in-span or virtual co-location; and
- (e) determine the availability of the switch capacity at the nodes, or in the case of POP, the associated switch.

3.2 For an in-span interconnection, the connection shall be provided by means of optic fibre circuits.

3.3 The following shall also be agreed for in-span Interconnection:

- (a) the number of EIs of the installed POI capacity for each Operator shall be on an equal basis;
- (b) the in-span fibre connection shall be at a point mutually agreed;
- (c) the number of other nodes to be served by this POI capacity; and
- (d) SDH is the agreed technology and the type of Equipment at both ends shall be compatible with CelcomDigi's Equipment.

#### **4. POI/POP Procedures**

##### 4.1 Interconnection

Each Operator shall interconnect and keep its Network interconnected with the Network of the other Operator in accordance with the terms of this RAO Agreement.

##### 4.2 Lack of space

If there are space constraints at a particular location, CelcomDigi shall take reasonable steps to optimise its usage of the space, including through the upgrading of Facilities subject to the cost being borne by the Access Seeker. If CelcomDigi has used its best efforts to accommodate all access seekers and it is not physically possible for any further access seekers to be accommodated, CelcomDigi shall be excused from providing physical interconnection at such location.

##### 4.3 Access Seeker requested POI

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

CelcomDigi shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified in **Annexure 1E-A**. CelcomDigi shall promptly accept or reject a request by the Access Seeker under this **Subsection 4.3 of Schedule 1E** of this RAO Agreement, and provide the Access Seeker with reasons if it rejects the Access Seeker's request. The Access Seeker may request a meeting with CelcomDigi to discuss the rejection of its request.

#### 4.4 Network responsibility

Each Operator is responsible for the provisioning and maintenance of network facilities (including those network facilities which form part of the Interconnect Links and the transmission Equipment) on its side of the POI/POP.

#### 4.5 Third Party Point of Interface

CelcomDigi shall permit the Access Seeker to nominate a POI of a Third Party for the purposes of interconnection and access between CelcomDigi and the Access Seeker provided that the Access Seeker remains responsible for the costs of such interconnection and access and for the Third Party's act and omissions at the POI/POP.

#### 4.6 POI factors

When determining a request **under Subsection 4.3 of Schedule 1E** of this RAO Agreement, CelcomDigi must have regard to the following:

- (a) the location, capacity and capacity of existing DTS, MSC/G-MSC, Media Gateway, SBC and/or POP;

- (b) CelcomDigi shall offer (but shall not require) POI for every Closed Number Area or Home Area throughout Malaysia;
- (c) CelcomDigi may offer more than one form of interconnection in relation to a particular location;
- (d) CelcomDigi shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over 2 years) and the needs of other access seekers who are currently occupying or have ordered additional space from CelcomDigi and
- (e) any possible re-arrangement of its Equipment configuration to eliminate space inefficiencies.

## **5. Decommissioning Obligations**

### 5.1 Decommissioning notice

- (a) Either CelcomDigi or the Access Seeker may request for the decommissioning of a POI/POP.
- (b) Where CelcomDigi requests for the decommissioning of a POI/POP, CelcomDigi must provide no less than:
  - (i) **1 year's** notice in writing to all relevant access seekers prior to the decommissioning of a POI/POP; or
  - (ii) 6 month's notice in writing to all relevant access seekers prior to the decommissioning of any other Facilities and/or Services,

except where:

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

- (A) CelcomDigi is required to vacate the site where a POI/POP is located or any other Facility and/or Service which relies on CelcomDigi's use of that site (as a result of a Third Party landlord's notice under an arm's length tenancy agreement; or
- (B) the expiry of the term of existing tenancy agreements, as at the date of this RAO Agreement, which residual period is shorter than the time period specified above or due to a local authority's notice)

CelcomDigi shall give as much notice as is reasonably possible in such an event.

## 5.2 Co-operation

- (a) The Operators must co-operate and negotiate in relation to the timetable for decommissioning of the relevant POI/POP, Facilities and/or Services.
- (b) The Operator seeking to decommission a POI/POP shall ensure that there will be no traffic interruption and should be responsible for re-routing the existing traffic before decommissioning of the relevant POI/POP.

## 5.3 Alternative arrangements

The Operator which notifies the other Operator of its intention:

- (a) to decommission a POI/POP, shall provide to the other Operator functionally equivalent interconnection at another POI/POP on terms and conditions and at a recurring charge which are not disadvantageous to the

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

#### 5.4 Decommissioned POI/POP compensation

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

- (a) decommissioning any links to the POI/POP that is proposed to be decommissioned that are rendered or will be rendered redundant by the proposed decommissioning;
- (b) installing or otherwise procuring links between the POI/POP that is proposed to be decommissioned and the substitute POI/POP to be provided pursuant to **Subsection 5.3(a) of Schedule 1E** of this RAO Agreement; and
- (c) the carriage of traffic between the POI/POP that is proposed to be decommissioned and the substitute

POI/POP to be provided pursuant to **Subsection 5.3(a) Schedule 1E** of this RAO Agreement for a period of 3 years from the date of decommissioning,

except where the decommissioning of the POI/POP was due to reasons attributable to any of the other Operators or the landlord or Force Majeure.

#### 5.5 Decommissioned Facilities and/or Service compensation

Except where decommissioning is caused by Force Majeure, Third Party landlord or reasons attributable to any of the other Operators, the Operator seeking to decommission a POI/POP shall pay the other Operator's reasonable costs, necessarily incurred in:

- (a) moving the other Operator's Equipment from the decommissioned network facilities to the alternative network facilities offered in accordance with **Subsection 5.3 of Schedule 1E** of this RAO Agreement;  
or
- (b) re-arranging Equipment to connect to the alternative network services offered in accordance with **Subsection 5.3 of Schedule 1E** of this RAO Agreement.

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## Annexure 1E-A

### LOCATIONS OF POI/POP

CelcomDigi List of POIs				
Region	Closed Number Area	Home Area	CelcomDigi POI	
		(Mobile)	Fixed	Cellular
Central	All	Central	Kepong / KLIA	Kepong / KLIA

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## **SCHEDULE 1F**

### **NETWORK CHANGE**

#### **1. General**

1.1 **Schedule 1F** of the RAO Agreement sets out the network change terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

#### **2. Network Change Obligations**

##### 2.1 Scope

This **Subsection 2 of Schedule 1F** of this RAO Agreement applies where an Operator proposes to implement a Network Change of a type referred to in **Subsection 2.2 of Schedule 1F** of this RAO Agreement which necessitates a change in the hardware or software (including interface software) of the other Operator's Network in order to ensure the continued proper operation and compatibility of the Operator's respective Networks, services and procedures.

##### 2.2 Types of Changes

The following types of proposed Network Changes are within the scope of **Subsection 2.1 of Schedule 1F** of this RAO Agreement:

- (a) any change by the Operator proposing to make the change ("**Notifying Operator**") to any technical specification of the interconnection interface between their respective Networks ("**Interface Change**");

- (b) any change by the Notifying Party to any technical specification or characteristic of the Facilities and/or Services to which the other Operator (“**Recipient Operator**”) has access which will or might affect:
  - (i) the Recipient Operator’s Network;
  - (ii) the Recipient Operator’s use of the Facilities or Services provided by the Notifying Operator (“**Facility and/or Service Change**”);
- (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator’s Network which will or might affect the Recipient Operator’s Network (“**Other Network Change**”);
- (d) any change by the Notifying Operator to any of the operational support systems used inter-operator processes, including without limitation:
  - (i) the billing system;
  - (ii) the Ordering and provisioning systems; or
  - (iii) the Customer Churn process, (“**OSS Change**”);  
and
- (e) any enhancement by the Notifying Operator of the feature, functions or capabilities of the Facilities or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
  - (i) to itself; or

- (ii) to any other Operator (“**Functionality Change**”).  
(collectively, “**Relevant Changes**”).

### 2.3 Notification of change

- (a) If a Notifying Operator proposes to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing (“**Change Notice**”) of:
  - (i) the nature, effect, technical details and potential impact on the Recipient Operator’s Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the other Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and
  - (ii) a date, which shall be no later than 10 Business Days from the date of the notice under this Subsection, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its network, services or procedures in consequence of the Relevant Change, as soon as reasonably

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

<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

#### 2.4 Post-notification procedures

- (a) The Notifying Operator shall:
- (i) meet with representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in **Subsection 2.3 of Schedule 1F** of this RAO Agreement), for the purpose of discussing the Relevant Change and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;
  - (ii) provide any additional information reasonably requested by the Recipient Operator no later than 10 Business Days after the Recipient

Operator's request for such additional information; and

- (iii) take reasonable account of concerns raised and proposal made by the Recipient Operator to minimize any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

## 2.5 Testing

- (a) The Notifying Party shall, bearing its own costs in doing so:
  - (i) co-operate with a Recipient Operator in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators' respective Networks including where required by implementing a POC; and
  - (ii) jointly carry out testing with the Recipient Operator no less than 20 Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under **Subsection 2.5(a)(i) of Schedule 1F** of this RAO Agreement.

## 2.6 Testing failure

- (a) Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct

of tests under **Subsection 2.5 of Schedule 1F** of this RAO Agreement, if such tests:

- (i) are not accepted by 10 Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
- (ii) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures,

the Notifying Party must postpone implementation of the Relevant Changes. The period of postponement will be for a period until a successful solution is implemented but such period shall not be shorter than the period necessary to allow the Operators to repeat the steps in **Subsections 2.3 to 2.5 of Schedule 1F** of this RAO Agreement.

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## **SCHEDULE 1G**

### **OPERATIONS AND MAINTENANCE**

#### **1. General**

1.1 **Schedule 1G** of this RAO Agreement sets out the operations and maintenance terms and procedures that are applicable in relation to the provision of Facilities and/or Services.

#### **2. Operations And Maintenance Obligations**

##### 2.1 Operations & Maintenance Standard & Procedure

- (a) The Operators shall take such reasonable steps within its respective Networks to facilitate end-to-end connection of Call Communications across each other's Network in accordance with agreed operations and maintenance standards.
- (b) Where this RAO Agreement and the documents referred to in **Schedule 1A** of this RAO Agreement do not cover any operations and maintenance standards, the Operators may use ITU-T standards.
- (c) The Operators shall ensure that the operations and maintenance standards and procedures used in their respective Networks do not adversely affect the operations of each other's Networks.
- (d) Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
- (e) Each Operator shall on its own establish the recommended maintenance procedures for maintaining and servicing its own facilities and services.



- (f) The Operators will take all necessary precautions to avoid causing damage to the Equipment and premises of the other Operator when such facilities are placed in the same co-located space.
- (g) The Access Seeker will comply with the relevant national safety and health regulations when carrying out works inside CelcomDigi or Third Party premises.
- (h) Each Operator is responsible for managing the traffic from its own Gateway to the other Operator's Gateway. This includes applying Network management actions for traffic control under situations like abnormal traffic upsurge, Network instability and other abnormal traffic behaviour.
- (i) Both Operators shall be responsible to carry out interconnect testing for all trunk group on each E1 by selecting circuits randomly on an annual basis and on a case by case basis for interconnect link test such as call detail recording (CDR) verification, End-of-Selection (EOS) signal verification, test line termination and call forwarding detail verification. In the event that there are any abnormalities arising from the tests, an Operator must notify the other Operator within 5 Business Days from the time of discovery.
- (j) Each Operator is responsible for the operations and maintenance of their portion of the In-span Interconnect Link Service, alongside with any Network elements under its control and ownership.

## 2.2 Fault reporting systems & Fault Management

- (a) The Operators will co-operate to enable each other to meet the terms of their respective Licences and to fulfil their obligations under this RAO Agreement.
- (b) The Operators will manage their Networks to minimise disruption to services and, in the event of interruption or failure of any service, will restore those services in accordance with the target times set out in **Subsection 2.12 of Schedule 1G** of this RAO Agreement.
- (c) The Access Seeker shall establish and maintain a fault reporting service that allows its Customers, to report faults relating to any service.
- (d) An Operator shall:
  - (i) perform fault reporting and identification on a non-discriminatory basis; and
  - (ii) treat the faults reported by the other Operator on an equivalent basis as it treats the faults reported by itself.
- (e) CelcomDigi must manage, notify and correct faults arising in its Network which affect the provision of any Communications Service by the other Access Seeker:
  - (i) as it would in the ordinary course for similar faults affecting the provision of Communications Services by it;

- (ii) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in this **Schedule 1G** of this RAO Agreement and the documents referred to in **Schedule 1A** of this RAO Agreement; and
  - (iii) in accordance with any service quality standards mutually agreed and/or determined by the Commission.
- (f) Each Operator will use its best endeavour to determine faults on its own Network and establish the nature of the fault by carrying out thorough tests as is of common practise in the telecommunications industry in Malaysia on its Network. If such tests prove that the fault is genuine and not residing on its own Network, then the Operator will report this fault to the other Operator's fault reporting centre.

### 2.3 Customer notification

The Access Seeker will advise all of its Customers to report all faults to its own fault reporting service. If the fault concerns the service of CelcomDigi, the Access Seeker should promptly inform CelcomDigi's interconnect fault reporting centre of the reported fault.

### 2.4 Cross-referrals

- (a) If a Customer of the Access Seeker reports a fault to CelcomDigi:

- (i) when the Customer is directly connected to the Access Seeker; or
- (ii) which clearly relates to a Network or Facility or Service of the Access Seeker,

CelcomDigi must promptly inform the Access Seeker of the reported fault, or refer that Customer to Access Seeker's fault reporting service.

## 2.5 Network fault responsibility

- (a) The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services (such as Transmission Services which are used in another Operator's Network).
- (b) Each Operator will be responsible for its own fault management escalation procedures and shall offer full assistance for interconnection faults.
- (c) Where the Access Seeker notifies CelcomDigi that there is a fault in the Transmission Services, provided by CelcomDigi and CelcomDigi discovers upon investigation that the fault is due to a fault in the Access Seeker's Network or the Customer premises Equipment of the Access Seeker's Customer, CelcomDigi shall be entitled to charge the Access Seeker the reasonable cost incurred for investigating and attending to such fault report/notification.

CelcomDigi shall provide evidence that the faults resides in the Access Seeker's Network or the Customer premises Equipment of the Access Seeker's Customer. The basis for the charges shall be set out in the operational procedures.

2.6 Transmission Service faults

CelcomDigi is responsible for maintaining and repairing that Transmission Service, notwithstanding that the Transmission Service may be used in the Access Seeker's Network.

2.7 Major inter-working faults

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

2.8 Faults affecting other Networks or Equipment

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

- (a) the existence of the fault in particular faults that persists for more than 30 minutes that could degrade the PSTN, Telephony Service over IP and other telephone services between nodes by 50% or more;

(b) the actions being taken by the first mentioned Operator to restore service and to further identify and rectify the fault; and

(c) the outcome of those actions.

## 2.9 Bear own costs

Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

## 2.10 Fault priority

Each Operator shall give priority to faults which have:

(a) the highest service loss impact in terms of the number of customers affected;

(b) those which have been reported on previous occasions and have re-occurred; and

(c) all other faults.

## 2.11 Fault rectification

Each Operator shall rectify faults on a non-discriminatory basis but otherwise based on the priority level in the **Table in Subsection 2.12 of Schedule 1G** of this RAO Agreement and for similar priority level faults on a first come first serve basis in accordance with the target times set out in **Subsection 2.12 of Schedule 1G** of this RAO Agreement.

## 2.12 Target times

Each Operator shall respond to, rectify and restore faults in its Network (excluding faults in their respective submarine

cables) which is of a type listed in the following table in accordance with the target times set out below.

Priority Level	Fault Types (examples)	Response Time	Progress Update Frequency	Rectification Time
Level 1	<ul style="list-style-type: none"> <li>1. Major switch outage</li> <li>2. Transmission bearer total outage</li> <li>3. Route blocking &gt; 30%</li> <li>4. Major signaling problem</li> <li>5. Major routing issues</li> <li>6. Fraudulent calls (which are proven and agreed in writing by both Operators)</li> </ul>	Within 1 hour	Every 1 hour	4 hours

Priority Level	Fault Types (examples)	Response Time	Progress Update Frequency	Rectification Time
Level 2	<ol style="list-style-type: none"> <li>1. Minor switch outage</li> <li>2. Minor routing issue</li> <li>3. Minor signaling problems</li> <li>4. Route blocking 10% - 30%</li> <li>5. Cross line and silent calls</li> <li>6. Mobile number portability issues</li> </ol>	Within 4 hours	Every 4 hours	24 hours
Level 3	<ol style="list-style-type: none"> <li>1. Faults affecting single or small number of customers</li> </ol>	Within 24 hours	Every 24 hours	72 hours



Priority Level	Fault Types (examples)	Response Time	Progress Update Frequency	Rectification Time
	2. Route blocking <10%			
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Within 48 hours	Every 48 hours	10 business days

With respect to faults in its submarine cables, the Operator agree that the Rectification Time shall be up to **4 weeks**.

**Explanatory Notes to Subsection 2.12 of Schedule 1G of this RAO Agreement:**

- (a) All faults reported shall be ascribed with a “Priority Level” as set out in the above table for response, progress update frequency and restoration purposes and the Operators shall cooperate with one another to achieve the given time targets based on the severity of the fault reported.

- (b) The “Fault Types” are listed as examples only of possible types of faults. Operators are required to categorise all faults by reference to the specified “Priority Level”, “Response Timeframe” and “Rectification Timeframes” in the above table.
- (c) “Response Time” refers to the time for the Operator whose Network or facility or service is faulty to respond to and appropriately attend to the fault. Response Times are to be measured from either the time the fault is notified by an Operator or from the time when an Operator first becomes aware of the Fault, whichever is the earlier.
- (d) “Rectification Time” refers to the time taken by the Operator to restore a faulty service and is determined by the period between the reporting of a fault to the respective interconnect fault reporting centre (IFRC) of the Operator and the restoration of the fault on a permanent or temporary basis (provided that if a fault is rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).
- (e) “Progress Update Frequency” means the frequency at which the affected Operator may call the Operator responsible for restoring the fault to obtain a verbal progress update.
- (f) The Restoration Time shall be measured each month as “Mean Time to Restore” or “MTTR” and means the

average Restoration Time it takes to restore a fault over the 12 month rolling period.

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

### 2.13 Planned maintenance

- (a) If an Operator (“**Maintenance Operator**”) intends to undertake planned maintenance which may affect the other Operator’s Network, Facilities and/or Services, the Maintenance Operator must:
  - (i) provide at least the greater of the time which it notifies its own customers and 10 Business Days notice of the planned maintenance;
  - (ii) use its reasonable endeavours to minimise any disruption to the carriage of Communications which cross or are to cross both Operators’ Networks, and which are caused by the maintenance or re-routing; and
  - (iii) where practicable and agreed by the Operators, provide alternative routing or carriage at no additional cost to the affected Operator.
- (b) Where the planned maintenance is not restored to full service within the expected duration, the additional outage time shall be regarded as unplanned maintenance occasioned by a planned maintenance and the procedure for dealing with unplanned outage shall apply. The initial notice may be given verbally

provided that it is followed by a written notice as soon as possible but no later than 24 hours after the verbal notice.

#### 2.14 Planned maintenance windows

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

#### 2.15 Emergency maintenance

(a) If an Operator (“**Maintenance Operator**”) needs to undertake emergency maintenance which may affect the other Operator’s network, the Maintenance Operator must, if it is able to:

- (i) provide at least 1 Business Day prior notice of the emergency maintenance. In such case, the Maintenance Operator shall provide verbal notification upon sending the written notice;
- (ii) use its reasonable endeavours to minimize any disruption to the carriage of Communications which cross or are to cross both Operator’s Networks, and which are caused by the maintenance or re-routing; and
- (iii) where practicable and agreed by the Operators, provide alternative routing or carriage at no additional cost to the other Operator.

#### 2.16 Hours of fault and rectification

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

#### 2.17 Complaints Handling

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

#### 2.18 Routine Testing

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

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### **3. Network Monitoring**

3.1 Each Operator is responsible for monitoring of alarms belonging to its own Network.

3.2 The Operators shall ensure that either Operator's Network which may affect traffic is subject to a Network alarm management system and monitor in a way that is consistent with the Operator's internal operation and maintenance procedures.

3.3 The Operators may, where required, exchange records of circuit utilization or congestion report and call connection performance over the interface at regular intervals to ensure that service over the interface be maintained at satisfactory levels.

#### **4. Service Review**

4.1 The Operators shall hold meetings monthly or at mutually agreed intervals to review the performance of interconnection between both Operators Networks and mutually exchange operational information. In addition, the Operators shall discuss at the meetings, any other inter-working issue that arise. The information provided in such reports is confidential information and subject to the confidentiality obligations under this RAO Agreement.

4.2 The Operators shall manage its IP Network based on best efforts basis. The QoS standard shall be acceptable and mutually agreed between the Operators.

#### **5. Maintenance of POI/POP Equipment and/or Shared Sites**

5.1 Each Operator shall be responsible for *inter alia*:

- (a) maintaining its POI/POP Equipment located in POI/POP sites in good working condition;
- (b) maintaining the POI/POP and/or shared sites in a tidy and safe condition;
- (c) ensuring that combustible material (save and except for generator set) is not left in or around POI/POP

and/or shared sites following maintenance works or other operations; and

(d) take such other action as a reasonable prudent operator of such POI/POP Equipment would take.

6. **Business Contingency Plan**

The Operators agree to discuss terms and conditions pertaining to business contingency plan.

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## **SCHEDULE 1H**

### **CHURN OBLIGATIONS**

#### **1. Authorisation of Access Seeker**

1.1 The Access Seeker must not object to CelcomDigi implementing any Customer's Churn request, where such request is received by CelcomDigi from a Gaining Service Provider.

#### **2. Notifications**

2.1 The Access Seeker acknowledges that it is the responsibility of the Gaining Service Provider to notify the Access Seeker of each proposed Churn prior to forwarding a Transfer Request to CelcomDigi.

#### **3. Notification of Invalid Churns**

3.1 Within 2 Business Days of the receipt by the Access Seeker of the notice from the Gaining Service Provider under **Subsection 2.1 of Schedule 1H** of this RAO Agreement, the Access Seeker must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:

- (a) the Transfer Request resulted from a processing error;  
or
- (b) the Transfer Request was incomplete (for reasons including that the Customer or their agent did not execute the Transfer Form).



For clarification, if no notice is provided under this subsection, the Gaining Service Provider may forward the Transfer Request to CelcomDigi.

4. **Respond to Invalid Churn Notification**

4.1 If a notification is made under **Subsection 3.1 of Schedule 1H** of this RAO Agreement, the Access Seeker must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Access Seeker and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Access Seeker with a Transfer Form, the Transfer Request must be provided to CelcomDigi immediately.

5. **Implementation of Churn**

5.1 Within 2 Business Days after receipt of a Transfer Request, CelcomDigi must implement the Churn and advise each of the Gaining Service Provider and the Access Seeker that the transfer has been completed.

6. **Facilitation of Churn**

6.1 CelcomDigi must facilitate and implement Churns in accordance with the obligations specified in **Subsection 5.1 of Schedule 1H** of this RAO Agreement, even if CelcomDigi is not the Releasing Service Provider or the Gaining Service Provider.

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7. **Confidentiality**

7.1 Unless otherwise specifically provided in this RAO Agreement, CelcomDigi must not use information disclosed for the purpose of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, CelcomDigi must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer.

8. **Availability**

8.1 If a Service is subject to a Churn, CelcomDigi must not refuse an Access Request (under **Section 14 of Part C** of this RAO Agreement) on the ground that the Access Seeker is currently using the Service specified in the Access Request.

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## **SCHEDULE 11**

### **OTHER TECHNICAL MATTERS**

#### **1. General**

1.1 **Schedule 11** sets out the other technical matters and procedures that are applicable in relation to the provision by CelcomDigi of Facilities and Services.

#### **2. Technical Obligations**

##### 2.1 Compliance

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

##### 2.2 Prevention of technical harm and interference

Each Operator is responsible for the safe operation of its Network and must take all reasonable and necessary steps to ensure that its Network, its Network operations and implementation of the Agreement do not endanger the safety or health of the officers, employees, contractors, agents or customers of the other Operator.

##### 2.3 Prohibition of tampering and modification

An Operator must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Operator or take any action with respect to the other Operator's Network without the other Operator's permission.

#### 2.4 No Interference

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

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

#### 2.5 Notice of interference and rectification

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

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

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## 2.6 Excessive Request

- (a) In the event that CelcomDigi receives large number of Access Requests, Forecasts and/or Orders from the Access Seeker and other access seekers such that it is not:
- (i) within the reasonable estimation or contemplation of CelcomDigi;
  - (ii) reasonably practicable for CelcomDigi to process the Access Requests, Forecast and/or Orders within their respective time frames as stipulated in this RAO Agreement; and/or
  - (iii) fair and equitable to process the Access Requests, Forecasts and/or Orders on a first come first served basis,

CelcomDigi shall notify the Access Seeker in writing of the same. Such written notice shall specify, in sufficient details, the reasons for not being able to process the Access Requests, Forecasts and/or Orders. CelcomDigi and the Access Seeker shall meet within 5 Business Days or such other period to be mutually agreed to develop a process to manage the large volume of Access Requests, Forecasts and/or Orders made to ensure fair and equitable management or processing of the Access Requests, Forecasts and/or Orders received (“**Excessive Request Process**”).

- (b) Notwithstanding anything in **Part C** of the CelcomDigi RAO and **Schedule 1B and Schedule 1C** of this RAO Agreement, the Operators agree that, upon the occurrence of any event specified in **Subsection 2.6(a) of Schedule 1I** of this RAO Agreement, CelcomDigi is not bound by the time frames applicable for the management and processing of the Access Requests, Forecasts and/or Orders (as specified in **Part C** of the CelcomDigi RAO and **Schedule 1B and Schedule 1C** of this RAO Agreement respectively) provided that the management and processing of the same is in accordance with the Excessive Request Process.

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## **SCHEDULE 2**

### **SERVICE SPECIFIC OBLIGATIONS**

SCHEDULE 2A	FIXED NETWORK ORIGINATION AND TERMINATION SERVICES
SCHEDULE 2B	MOBILE NETWORK ORIGINATION AND TERMINATION SERVICES
SCHEDULE 2C	INTERCONNECT LINK SERVICE
SCHEDULE 2D	TRUNK TRANSMISSION SERVICE
SCHEDULE 2E	WHOLESALE LOCAL LEASED CIRCUIT SERVICE
SCHEDULE 2F	END-TO-END TRANSMISSION SERVICE
SCHEDULE 2G	NETWORK CO-LOCATION SERVICE
SCHEDULE 2H	MVNO ACCESS SERVICE
SCHEDULE 2I	INFRASTRUCTURE SHARING

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## **SCHEDULE 2A**

### **FIXED NETWORK ORIGINATION AND TERMINATION SERVICES**

#### **1. General**

1.1 **Schedule 2A** of this RAO Agreement sets out the terms and conditions which would be applicable to:

- (a) Fixed Network Origination Service; and
- (b) Fixed Network Termination Service,

unless otherwise expressly stated.

1.2 The Operators agree that calls from CelcomDigi's Fixed Number to the Access Seeker's Freephone Number and/or Toll Free Number shall be considered as Fixed Network Origination Service.

#### **2. Forecasts**

2.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Fixed Network Origination Service and Fixed Network Termination Service is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Fixed Network Origination Service and Fixed Network Termination Service is 6 months; and
- (c) the maximum frequency to update or to make further Forecasts regarding Fixed Network Origination Service



and Fixed Network Termination Service is once every 6 months.

### **3. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for Fixed Network Origination Service and Fixed Network Termination Service within 1 Business Day.

### **4. Time for acceptance or rejection**

4.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for Fixed Network Origination Service and Fixed Network Termination Service is accepted or rejected within 10 Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **5. Indicative delivery timeframe**

5.1 Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, for the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery timeframe for Fixed Network Origination Service and Fixed Network Termination Service:

- (a) if no new network facilities are required to supply the Fixed Network Origination Service and Fixed Network Termination Service, 20 Business Days; or
- (b) if new network facilities are required to supply the Fixed Network Origination Service and Fixed Network Termination Service, 60 Business Days provided that where any approval of any government authority or any third party is required, that approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker

5.2 For clarification, the indicative delivery timeframe in this **Subsection 5 of Schedule 2A** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **6. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for Fixed Network Origination Service and Fixed Network Termination Service will be monthly in arrears.

## **7. Handover principles**

Where access to Facilities and Services are provided, an Operator shall handover interconnected calls to the other Operator on the basis requested by the Access Seeker, unless otherwise agreed in writing. For clarification, for originating services provided by CelcomDigi, the Access Seeker may elect whether handover will be on a Near End Handover basis or on a Far End Handover basis subject to applicable charging. For terminating services provided by CelcomDigi, the Access Seeker may elect handover will be on a Near End Handover or on a Far End Handover basis subject to applicable charging.

## **8. Dummy CLIs**

In all situations, a Customer's original CLI (including the CLI for International Inbound Traffic where the same is provided by the Foreign Operator) must be routed by CelcomDigi to the Access Seeker and, where applicable, by the Access Seeker to CelcomDigi. Accordingly, in all situations, the translation of numbers, the use of "dummy" numbers or CLI, or any other means of altering numbers which does confuse, or may have the tendency to confuse the Network of CelcomDigi or the CelcomDigi's billing system is absolutely prohibited provided always, that agreed "dummy" numbers or CLI may be used to overcome technical problems relating to routing of Interconnect Traffic or billing for the provision of Facilities and Services and such "dummy" numbers are listed in the documents referred to in Schedule 1A of the RAO Agreement.

## **9. Designation of POI/POP**

9.1 The Operators shall:

- (a) designate in writing the POI /POP or POIs/POPs for the handover of Interconnect Traffic destined for every Telephone Area, Closed Number Area and Home Area; and
- (b) provide at least 2 months prior written notice of its intention to designate a POI/POP as the point for the handover of particular Interconnect Traffic that would affect the interconnect charges payable by the Access Seeker to CelcomDigi on any particular route. This notice period can be shortened by agreement between the Operators.

## **10. Routing of Interconnect Traffic**

Interconnect Traffic shall be routed directly from the Network of the Access Seeker to the Network of CelcomDigi via the agreed POIs and shall not be routed via the network and/or the POI of another licensed network operator unless otherwise agreed in writing by the Operators.

## **11. Re-dimensioning of Network**

In the event that a Call Communication from the Network of the Access Seeker is not completed due to trunk congestion (which is exhibited by signaling for congestion) on CelcomDigi's Network, CelcomDigi shall forthwith re-dimension its Network including Interconnect Link Service and Interconnect Conditioning, as soon as possible, to enable

a Call Communication from the Network of the Access Seeker to be completed on the Network of CelcomDigi.

**12. QoS**

12.1 The Operators shall manage their respective PSTN Network and Mobile Network at a level that will enable Call Communications at the service qualities outlined in the QoS Standard set out in the table below:

Network Quality %	Threshold	Remarks
<b>1.0 Successful Call</b>		
1.1 Answered Call	≥94%	Number of calls that successfully seized a trunk group and are answered.
1.2 Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to “terminating subscriber is busy”.
1.3 No Answer Call		Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or the Calling Party went on-hook during ringing.
1.4 Call Abandon		Indicates the unallocated numbers and incomplete dialling from Calling Party.

<b>Call Establishment Rate</b> (1.1 + 1.2 + 1.3)	$\geq 85\%$	Expressed as the sum of Answered, Busy and No Answer Call and indicates the proportion of calls that successfully seized the circuits out of the total of call attempts.
<b>2.0 Unsuccessful Call</b>	$\leq 6\%$	
<b>2.1 Network Congestion</b>	$\leq 3\%$	
Internal Congestion (ICONG)	$\leq 1\%$	Number of calls offered to a trunk group that successfully overflowed or are rejected in an Operator's own switch. Internal congestion of originating POI and interconnect route congestion that is due to insufficient capacity to support the current traffic. SMS is to be agreed with Access Seekers in accordance with best practices.
External Congestion (OCONG)	$\leq 2\%$	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating far end congestion occurred within the terminating POI and the subsequent terminating Network. SMS is to be agreed with Access Seekers in accordance with best practices.

<b>2.2 Network Fault</b>	$\leq 3\%$	
External Technical Irregularities/Error (ETI)	$\leq 2\%$	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other Network element.
Internal Technical Irregularities/Error (ITI)	$\leq 1\%$	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network.

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## SCHEDULE 2B

### MOBILE NETWORK ORIGINATION AND TERMINATION

#### 1. General

1.1 **Schedule 2B** of this RAO Agreement sets out the terms and conditions which would be applicable to:

- (a) Mobile Network Origination Service; and
- (b) Mobile Network Termination Service,

unless otherwise expressly stated.

1.2 A Call Communication made to or from a mobile terminal in Malaysia that is roaming from its base network ("**Home Network**") in a foreign country on the network of the Access Seeker ("**Visited Network**") in Malaysia will, be treated by CelcomDigi:

- (a) where the Call Communication is made from the mobile terminal, in all respect as if it was from a Mobile Number from which the Visited Network is the Network on which the Call Communication is originated; or
- (b) where the Call Communication is made to the mobile terminal, in all respect as if it was to a Mobile Number from which the Visited Network is the Network on which terminating access is provided.

1.3 Mobile Network SMS Termination Service

- (a) CelcomDigi shall provide the Access Seeker with the Mobile Network SMS Termination Service, which is an access service for the carriage of SMS Communications



over a digital signalling system from a POI to a Called Party.

- (b) CelcomDigi shall provide the Mobile Network SMS Termination Service only in Malaysia. Functionalities of the Mobile Network SMS Termination Service include circuit switching and the signalling required to support the Interconnection Service.
- (c) The Access Seeker agrees:
  - (i) that the Mobile Network SMS Termination Service shall only be provided for “peer to peer” SMS traffic between the Operators (including an Access Seeker’s MVNO) unless otherwise agreed in writing by the Operators;
  - (ii) not to deliver or terminate SMS Communication traffic, originating from message aggregators and/or third parties (for example e-Bay and other companies who conduct business of the same nature), to customers of CelcomDigi unless otherwise agreed in writing by the Operators;
  - (iii) that no “Information-On-Demand” traffic (for example stock information services, directory services and other type of services) will be carried and terminated to the customers of

CelcomDigi unless otherwise agreed in writing by the Operators;

- (iv) not to operate their Networks in a manner which may generate an increase in CelcomDigi's normal traffic pattern, causing congestion, network disruption or otherwise adversely affect the efficiency of CelcomDigi's Network;
- (v) to ensure that it and its Customers do not send SMS Communications to CelcomDigi's customers which:
  - (A) are unsolicited or unwelcome SMS Communications;
  - (B) are for any purpose against public interest, public order or national harmony;
  - (C) are defamatory, obscene or which contain other unlawful material;
  - (D) are in connection with the infringement of any copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy provided that judgement has been obtained; and
  - (E) interfere with, damage, disrupt or unlawfully gain access to any service, Equipment or computer network belonging to the either Operator;
- (d) CelcomDigi may, acting in good faith, take necessary steps to block, in its Network, any SMS Communications originating from the Access Seeker's Network, which contravene any applicable laws, rules,

regulations, standards or codes in Malaysia, or which infringe any intellectual property rights or which are not in accordance with the requirements of this

**Subsection 1.3 of Schedule 2B** of this RAO

Agreement. In such event, CelcomDigi shall

immediately notify the Access Seeker of the blocking;

- (e) SMS Communications between the Operators shall be handed over on a mutually agreed dedicated POI; and
- (f) the implementation of Mobile Network SMS Termination Service shall be in accordance with the Technical Specification and other agreed requirements.

1.4 The Operators agree that calls from CelcomDigi's Mobile Number to the Access Seeker's Freephone Number and/or Toll Free Number shall be considered as Mobile Network Origination Service.

## **2. Forecasts**

2.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Mobile Network Origination Service and Mobile Network Termination Service is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Mobile Network Origination

Service and Mobile Network Termination Service is six (6) months; and

- (c) the maximum frequency to update or to make further Forecasts regarding Mobile Network Origination Service and Mobile Network Termination Service is once every six (6) months.

### **3. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for Mobile Network Origination Service and Mobile Network Termination Service within one (1) Business Day.

### **4. Time for acceptance or rejection**

Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for Mobile Network Origination Service and Mobile Network Termination Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of**

**Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## 5. Indicative delivery timeframe

Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, for the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery timeframe for Mobile Network Origination Service and Mobile Network Termination Service:

- (a) if no new network facilities are required to supply the Mobile Network Origination Service and Mobile Network Termination Service, twenty (20) Business Days; or
- (b) if new network facilities are required to supply the Mobile Network Origination Service and Mobile Network Termination Service, sixty (60) Business Days provided that where any approval of any government authority or any Third Party is required, that prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

For clarification, the indicative delivery timeframe in this **Subsection 5 of Schedule 2B** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## 6. **Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for Mobile Network Origination Service and Mobile Network Termination Service will be monthly in arrears.

## 7. **Handover principles**

Where access to Facilities and Services are provided, an Operator shall handover interconnected calls to the other Operator on the basis requested by the Access Seeker, unless otherwise agreed in writing. For clarification, for originating services provided by CelcomDigi, the Access Seeker may elect whether handover will be on a Near End Handover basis or on a Far End Handover basis subject to applicable charging. For terminating services provided by CelcomDigi, the Access Seeker may elect handover will be on a Near End Handover or on a Far End Handover basis subject to applicable charging.

## 8. **Dummy CLIs**

In all situations, a Customer's original CLI (including the CLI for International Inbound Traffic where the same is provided by the Foreign Operator) must be routed by CelcomDigi to the Access Seeker and, where applicable, by the Access Seeker to CelcomDigi. Accordingly, in all situations, the translation of numbers, the use of "dummy" numbers or CLI, or any other means of altering numbers which does confuse, or may have the tendency to confuse the Network of CelcomDigi or the CelcomDigi's billing system is absolutely prohibited provided always, that agreed "dummy" numbers or CLI may be used to

overcome technical problems relating to routing of Interconnect Traffic or billing for the provision of Facilities and Services and such “dummy” numbers are listed in the documents referred to in **Schedule 1A** of the RAO Agreement.

## **9. Designation of POI/POP**

9.1 The Operators shall:

- (a) designate in writing the POI /POP or POIs/POPs for the handover of Interconnect Traffic destined for every Telephone Area, Closed Number Area and Home Area; and
- (b) provide at least **two (2) months** prior written notice of its intention to designate a POI/POP as the point for the handover of particular Interconnect Traffic that would affect the interconnect charges payable by an Operator to the other Operator on any particular route. This notice period can be shortened by written agreement between the Operators.

## **10. Routing of Interconnect Traffic**

Interconnect Traffic shall be routed directly from the Network of the Access Seeker to the Network of CelcomDigi via the agreed POIs and shall not be routed via the network and/or the POI of another licensed network operator unless otherwise agreed in writing by the Operators.

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## 11. Re-dimensioning of Network

In the event that a Call Communication from the Network of the Access Seeker is not completed due to trunk congestion (which is exhibited by signalling for congestion) on CelcomDigi's Network, CelcomDigi shall forthwith re-dimension its Network including Interconnect Link Service and Interconnect Conditioning, as soon as possible, to enable a Call Communication from the Network of the Access Seeker to be completed on the Network of CelcomDigi.

## 12. QoS

12.1 The Operators shall manage their respective PSTN Network and Mobile Network at a level that will enable Call Communications at the service qualities outlined in the QoS Standard set out in the table below:

Network Quality %	Threshold	Remarks
<b>1.0 Network Successful Call</b>	$\geq 94\%$	
1.1 Answered Call		Number of calls that successfully seized a trunk group and are answered.
1.2 Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to "terminating subscriber is busy".
1.3 No Answer Call		Number of calls that successfully seized a trunk group and are rejected because either the called device did not answer or



Network Quality %	Threshold	Remarks
		the Calling Party went on-hook during ringing.
1.4 Call Abandon		Indicates the unallocated numbers and incomplete dialing from Calling Party.
<b>Call Establishment Rate (1.1 + 1.2 + 1.3)</b>	$\geq 85\%$	Expressed as the sum of Answered, Busy and No Answer Call and indicates the proportion of calls that successfully seized the circuits out of the total of call attempts.
<b>2.0 Unsuccessful Call</b>	$\leq 6\%$	
<b>2.1 Network Congestion</b>	$\leq 3\%$	
Internal Congestion (ICONG)	$\leq 1\%$	Number of calls offered to a trunk group that successfully overflowed or are rejected in an Operator's own switch. Internal congestion of originating POI and interconnect route congestion that is due to insufficient capacity to support the current traffic. SMS is to be agreed with Access Seekers in accordance with best practices.

External Congestion (OCONG)	$\leq 2\%$	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating far end congestion occurred within the terminating POI and the subsequent terminating Network. SMS is to be agreed with Access Seekers in accordance with best practices.
<b>2.2 Network Fault</b>	$\leq 3\%$	
External Technical Irregularities/Error (ETI)	$\leq 2\%$	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other Network element.
Internal Technical Irregularities/Error (ITI)	$\leq 1\%$	Calls which are successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network.

12.2 The Access Seeker acknowledges and agrees that CelcomDigi shall not be regarded as having failed to comply with the QoS set out in the Table above where the said non-compliance is caused by or a result of:

- (a) the Central Clearing House providing to CelcomDigi the wrong routing number or wrong information on mobile numbers ported; and/or
- (b) CelcomDigi relying on out-dated information provided by the Central Clearing House which in turn results in CelcomDigi routing the call to the Access Seeker

wrongly. The Operators in this regard further acknowledge that such a situation may arise as the Central Clearing House only updates information on mobile numbers ported every **fifteen (15) minutes** during its operation hours.

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## **SCHEDULE 2C**

### **INTERCONNECT LINK SERVICE**

#### **1. General**

1.1 **Schedule 2C** of this RAO Agreement sets out the terms and conditions which are applicable to Interconnect Link Service (as defined below).

#### **2. Scope of Service**

2.1 An Interconnect Link Service is a Facility and/or Service which enables the physical connection between the network of CelcomDigi and the network of an Access Seeker for the purpose of providing an Interconnection Service, including but not limited to:

- (a) the interconnection of the IP-based network of CelcomDigi to the IP-based network of an Access Seeker;
- (b) the interconnection of the CCS7 network of CelcomDigi to the CCS7 network of an Access Seeker at the signal transfer points; and
- (c) any other signaling technology which is currently available or which may be developed in future

#### **3. Pre-Requisites for Applying For Interconnect Link Service**

3.1 CelcomDigi shall not be obliged to provide to the Access Seeker Interconnect Link Service unless the Access Seeker has first applied and subscribed to:

- (a) (i) Fixed Network Origination Service; and
- (ii) Fixed Network Termination Service, and/or

- (b) (i) Mobile Network Origination Service; and
- (ii) Mobile Network Termination Service.

3.2 The terms and conditions pertaining to:

- (a) (i) Fixed Network Origination Service; and
- (ii) Fixed Network Termination Service, and/or
- (b) (i) Mobile Network Origination Service; and
- (ii) Mobile Network Termination Service,

as more particularly set out in **Schedule 2A and Schedule 2B** of this RAO Agreement and shall apply to this **Schedule 2C** of this RAO Agreement subject to the amendments and modifications contained herein.

#### **4. Forecasts**

4.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Interconnect Link Service is three (3) years;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Interconnect Link Service is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Interconnect Link Service is once a year.

## **5. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for Interconnect Link Service within two (2) Business Days.

## **6. Time for acceptance or rejection**

Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for Interconnect Link Service is accepted or rejected within fifteen (15) Business Days after:

- 6.1 Issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- 6.2 providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **7. Indicative delivery timeframe**

- 7.1 Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, For the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery

timeframe for Interconnect Link Service where no written approval of any government authority or any Third Party is required:

- (a) if no new network facilities are required to supply the Interconnect Link Service at an existing POI between CelcomDigi and the Access Seeker, twenty (20) Business Days; or
- (b) if new network facilities are required to supply the Transmission Services one hundred and twenty (120) Business Days if the Interconnect Link Service is requested at a new POI between CelcomDigi and the Access Seeker provided that where any government authority or any Third Party approval is required, such prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker. For clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2C** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **8. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for Interconnect Link Services will be quarterly in advance from date of commissioning.

**9. Interconnection Services**

9.1 CelcomDigi will provide:

- (a) CCS7 to all POI switches; and
- (b) a minimum of **two (2)** signalling links from different E1 for diversity.

9.2 In providing CCS7, CelcomDigi shall adopt associated signalling method where the signalling messages are transferred over to the transmission links that directly connect the relevant signalling points.

9.3 Each Operator shall ensure that its Facilities provided at each POI conform to the QoS Standards and Technical Specifications.

9.4 Each Operator shall follow the network signalling standards and interworking procedures mutually agreed by the Operators.

9.5 Unless otherwise specified in this RAO Agreement, the Access Seeker is responsible for providing Interconnect Link Service for its outgoing Interconnect Traffic from its Network to CelcomDigi's Network.

9.6 The provision of additional E1 Interconnect Link Service at the POI shall be agreed once any of the following conditions are met:-

- (i) the utilization of the existing interconnect facilities (provisioned E1) reaches seventy-five percent (75%) or more; or



- (ii) the demand of circuits exceeds the Forecasted circuits provided always that the demand shall be based on the reasonable assessment by the Access Seeker of its traffic pattern/flow and call pattern which is derived from information which is available to the Access Seeker.

9.7 The Operators agree that the basis of measurement for utilization shall be set out in the operational procedures.

9.8 The Operators will:

- (a) test the Interconnect Link Service in accordance with the agreed testing specifications;
- (b) make any adjustment to the Interconnect Link Service which are necessary to meet the test requirements of the specification; and
- (c) provide a copy of the test results to each other on or prior to the committed or agreed delivery dates.

9.9 On the date of the commissioning of the circuit, which is to be agreed, a duly authorized representative of each Operator will sign handover documentation to acknowledge that each Operator has tested (or has waived testing of) the network facility of the other Operator so far as is necessary to establish that Interconnection with its network had taken place properly and safely.

## **10. In-span Interconnection**

10.1 (a) The preferred mode of provisioning Interconnect Link Service between the Operators shall be In-span

Interconnection subject to a written agreement between the Operators on the location and the time of installation of the POI. Where In-span Interconnection is utilised, the Access Seeker shall pay CelcomDigi the cable rental Charges for and Interconnect Conditioning Charges as set out in **Schedule 3C** of this RAO Agreement.

- (b) For the purposes of clarification:
  - (i) such cable rental Charges and Interconnect Conditioning Charges as set out in **Schedule 3C** of this RAO Agreement are only payable in respect of the Gateway;
  - (ii) no other Charges shall be payable in respect of such in-span Interconnect Link Service unless otherwise agreed; and
  - (iii) In-span Interconnection shall be provided by means of optical fibre circuits.

## **11. Interconnect Link Service provided on behalf of the Access Seeker (Full Span)**

- 11.1 (a) Where CelcomDigi provides Interconnect Link Service from its Gateway to the Access Seeker's Gateway (via the POI) for and on behalf of the Access Seeker, the Charges set out in **Schedule 3C** of this RAO Agreement for Interconnect Link Service, which is inclusive of Interconnect Conditioning Charges for DTS or MSC or Media Gateway originating and/or terminating capacity, shall apply.

- (b) The minimum period in which the Access Seeker may lease Interconnect Link Service is one (1) year.

## **12. Interconnect Support**

12.1 Incidental to the provision of related Interconnect Service, CelcomDigi will provide related Interconnect Support and related Operations and Maintenance Support subject to any agreed Charges.

## **13. Installation of POI**

- 13.1 (a) Unless otherwise agreed, each Operator is to assign, establish and install at least one (1) POI/POP for each Closed Number Area or Home Area, as the case may be, throughout the country for the delivery and acceptance of Interconnect Traffic.
- (b) Where an Operator assigns, establishes and installs a POP which had not been agreed by the Operators pursuant to **Subsection 13.1(a) of Schedule 2C** of this RAO Agreement, the Operator who assigns, establishes and installs a POP shall bear the costs of trunking the Interconnect Traffic to and from such POP to the Closed Number Area or Home Area where that Operator's Gateway is located.
- (c) If and when an Operator initiates a request to change the physical configuration of an existing interconnection link at a particular POI (including a change of technology of the switches), the requesting Operator shall bear all the cost and charges needed to test and re-establish the link in accordance with this

RAO Agreement which shall be on a time and material basis. Examples of a change in the physical configuration of an existing interconnect link may include (but is not limited to) a migration from DTS/GMSC switches to next generation network (“**NGN**”) Media Gateway at the same or different POI location, migration from DTS/GMSC/NGN Media Gateway to an IP multimedia subsystem platform (interconnect border control function / interconnect border gateway function) at the same or different POI location or the creation / change of route involving new data link and ISUP/SIP testing.

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## **SCHEDULE 2D**

### **TRUNK TRANSMISSION SERVICES**

#### **1. General**

1.1 **Schedule 2D** of this RAO Agreement sets out the terms and conditions which are applicable to Trunk Transmission Services.

#### **2. Scope of Trunk Transmission Services**

2.1 Trunk Transmission Services comprise:

- (a) a Facility and/or Service for the carriage of Communications between any **two (2)** technically feasible network transmission points, not being end use locations or Access Seeker POP, on CelcomDigi's network, via such network interfaces at such transmission rates as may be agreed between CelcomDigi and the Access Seeker on a permanent or virtual basis; and
- (b) network interfaces may use any technology as may be agreed between CelcomDigi and the Access Seeker including, for example, Ethernet interfaces.

2.2 The functionalities of the Trunk Transmission Service include:

- (a) transmission and switching (whether packet or circuit);
- (b) the signalling required to support the technology or to provide a service;
- (c) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
- (d) a digital protocol (including Internet Protocols).

2.3 The Trunk Transmission Service may be for the carriage of Communications which comprise of content applications service.

### **3. Provisioning of Trunk Transmission Services**

#### **3.1 Trunk Transmission Services**

- (a) CelcomDigi will provide Trunk Transmission Services for provision of Communications Services between two (2) or more locations within Malaysia only, requested by the Access Seeker in accordance with this RAO Agreement.
- (b) Where the Access Seeker leases Trunk Transmission Services from CelcomDigi, CelcomDigi's Equipment can be co-located in the Access Seeker's premises.
- (c) The Access Seeker shall provide CelcomDigi reasonable access to its premises when CelcomDigi reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of Trunk Transmission Services by CelcomDigi.
- (d) CelcomDigi shall ensure Trunk Transmission Services conform to the QoS Standards and Technical Specifications, subject to the Access Seeker's use of the Equipment being compatible with CelcomDigi's network.
- (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 CelcomDigi for Trunk Transmission Services stated in this **Schedule 2D** of this

RAO Agreement provided by CelcomDigi, Charges in accordance with the applicable provisions set out in **Schedule 3D** of this RAO Agreement.

#### **4. Forecasts**

4.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Trunk Transmission Services is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Trunk Transmission Services is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Trunk Transmission Services is once a year.

#### **5. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for a Trunk Transmission Service within two (2) Business Days. For clarification, CelcomDigi may acknowledge receipt of Orders in batches of no more than 20 Orders per batch.

#### **6. Time for acceptance or rejection**

6.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject

to **Subsection 2.6 of Schedule 11** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for a Trunk Transmission Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification **under Subsection 2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **7. Indicative delivery timeframe**

7.1 Subject to **Subsection 2.6 of Schedule 11** of this RAO Agreement, For the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery timeframe for Trunk Transmission Services where no written approval of any government authority or any third party is required:

- (a) if no new network facilities are required to supply the Trunk Transmission Services, twenty (20) Business Days; for Urban Areas, thirty (30) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically



difficult regions (like unpaved roads, hills, and remote islands; or

- (b) if new network facilities are required to supply the Trunk Transmission Services sixty (60) Business Days for Urban Areas, ninety (90) Business Days for non-urban areas and mutually agreed upon timeline between Access Seeker and Access Provider for geographically difficult regions (like unpaved roads, hills, and remote islands, provided always that where any written approval of any government authority or any Third Party is required, such prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

7.2 For clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2D** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

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## **8. Billing Cycle**

For the purposes of **Subsection 9.1(b) of this RAO Agreement**, between the Operators, the Billing Period for Trunk Transmission Services will be quarterly in advance from date of commissioning.

## **9. General Conditions**

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- (a) The Operators will mutually agree in each case the technology and route diversity for the Trunk Transmission Services to be provided.
- (b) The location of the interface for Trunk Transmission Services will be determined in each case by mutual written agreement of the Operators.
- (c) Upon mutual written agreement, CelcomDigi may determine and may alter from time to time, the routing of Trunk Transmission Services between the interfaces.
- (d) CelcomDigi shall ensure that Trunk Transmission Services conform to the QoS Standards and Technical Specifications subject to the Access Seeker's use of those Trunk Transmission Services in accordance with the Technical Specifications and other agreed requirements (if any).
- (e) Where the Access Seeker leases Trunk Transmission Services from CelcomDigi and the Access Seeker owns or occupies the premises at which an interface is located, it must:
  - (i) provide CelcomDigi with safe and reasonable access to the premises as reasonably required, to enable CelcomDigi to install, test, inspect, repair, modify and maintain its Equipment at the premises;
  - (ii) not permit any person other than an authorized representative of CelcomDigi to maintain, modify, repair or interfere with such Equipment;

- (iii) provides (at its own cost) CelcomDigi with necessary services such as electricity and air conditioning as reasonably required by CelcomDigi; and
  - (iv) if the Operators agree, the Access Seeker may maintain CelcomDigi's Equipment on such terms and conditions as may be agreed.
- (f) Where a Third Party owns or controls premises at which an interface is located, the Access Seeker shall obtain the permission of the Third Party on terms and conditions acceptable to CelcomDigi to give effect to **Subsection 9 of Schedule 2D** of this RAO Agreement.

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## **SCHEDULE 2E**

### **WHOLESALE LOCAL LEASED CIRCUIT**

#### **1. General**

1.1 **Schedule 2E** of this RAO Agreement sets out the terms and conditions which are applicable to Wholesale Local Leased Circuit Service.

#### **2. Scope of the Wholesale Local Leased Circuit Service**

2.1 A Wholesale Local Leased Circuit Service:

- (a) is an access service for the carriage of Communications by way of a private circuit between a POI and an end user, available only at one end of a private circuit;
- (b) comprises transmission and switching (whether packet or circuit) at such transmission rates as may be agreed between CelcomDigi and the Access Seeker on a permanent or virtual basis; and
- (c) comprises:
  - (i) a tail segment which comprise the portion between CelcomDigi's POP and the Access Seeker's end user premise; and
  - (ii) a trunk segment which comprise the portion between CelcomDigi's POP and the POI to the Access Seeker's network. The connection between CelcomDigi's POP and the POI to the Access Seeker's network shall be provided by means of optical fibre circuits.

- 2.2 The functionalities of the Wholesale Local Leased Circuit Service include:
- (a) transmission and switching (whether packet or circuit);
  - (b) the signalling required to support the Interconnect Link Service or onward transmission via a Trunk Transmission Service provided by CelcomDigi; and
  - (c) a digital protocol including Internet Protocols.
- 2.3 An example of technology used in the Wholesale Local Leased Circuit Service would be Integrated Service Digital Network (ISDN), IP based networks and Ethernet interfaces.
- 2.4 For the purposes of this **Schedule 2E** of this RAO Agreement, an end user includes:
- (a) a wholesale or retail customer; and
  - (b) an Operator (who are licensed application service providers or licensed network service providers under the CMA, where such licence is required) and the final recipient of the service.

### **3. Forecasts**

- 3.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:
- (a) the maximum period of time covered by Forecasts regarding Wholesale Local Leased Circuit Service is one (1) year;

- (b) the minimum intervals or units of time to be used in Forecasts regarding Wholesale Local Leased Circuit Service is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Wholesale Local Leased Circuit Service is once a year.

4. Acknowledgement of receipt

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for a Wholesale Local Leased Circuit Service within two (2) Business Days.

5. Time for acceptance or rejection

5.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for Wholesale Local Leased Circuit Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi

has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **6. Indicative delivery timeframe**

6.1 Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, For the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery timeframe for Wholesale Local Leased Circuit Services where no approval of any government authority or any third party is required:

- (a) if no new network facilities are required to supply the Wholesale Local Leased Circuit Services, twenty (20) Business Days; or
- (b) if new network facilities are required to supply the Wholesale Local Leased Circuit Services sixty (60) Business Days provided always that where any written approval of any government authority or any third party is required, such prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

for clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2E** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **7. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for Wholesale Local Leased Circuit Services will be quarterly in advance from date of commissioning.

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## **SCHEDULE 2F**

### **END-TO-END TRANSMISSION SERVICE**

#### **1. General**

1.1 **Schedule 2F** of this RAO Agreement sets out the terms and conditions which are applicable to End-to-End Transmission Services.

#### **2. Scope of End-to-End Transmission Services**

2.1 End-to-End Transmission Services comprise:

(a) a Facility and/or Service for the carriage of Communications between:

(i) two (2) end user locations;

(ii) between two (2) Access Seeker's POP;

(iii) between one (1) end user location and one Access Seeker POP,

via such network interfaces at such transmission rates as may be agreed between CelcomDigi and the Access Seeker on a permanent or virtual basis; and

(b) Network interfaces may use any technology as may be agreed between CelcomDigi and the Access Seeker including Ethernet interfaces

2.2 The functionalities of the End-to-End Transmission Service include:

(a) transmission and switching (whether packet or circuit);

(b) the signalling required to support the technology or to provide a service;

- (c) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
  - (d) a digital protocol (including Internet Protocols).
- 2.3 A technically feasible network transmission point in **Subsection 2.1 of Schedule 2F** of this RAO Agreement includes submarine cable and satellite link between Sabah and Sarawak and Peninsular Malaysia, submarine cable landing station centre or/an earth station.
- 2.4 The End-to-End Transmission Service may be for the carriage of Communications which comprise of content applications service.
- 2.5 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 and the Wholesale Local Leased Circuit Service.

### **3. Provisioning of End-to-End Transmission Services**

#### **3.1 End-to End Transmission Services**

- (a) CelcomDigi will provide End-to-End Transmission Services for provision of Communications Services between two (2) or more locations within Malaysia only, requested by the Access Seeker in accordance with this RAO Agreement.
- (b) Where the Access Seeker leases End-to-End Transmission Services from CelcomDigi, CelcomDigi's

Equipment can be co-located in the Access Seeker's premises.

- (c) The Access Seeker shall provide CelcomDigi reasonable access to its premises when CelcomDigi reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of End-to-End Transmission Services by CelcomDigi.
- (d) CelcomDigi shall ensure End-to-End Transmission Services conform to the QoS Standards and Technical Specifications, subject to the Access Seeker's use of Equipment being compatible with CelcomDigi's network.
- (e) The minimum period in which the Access Seeker may lease End-to-End Transmission Services is **one (1) year**.
- (f) The Access Seeker shall pay to CelcomDigi for End-to-End Transmission Services stated in this **Schedule 2F** of this RAO Agreement provided by CelcomDigi, Charges in accordance with the applicable provisions set out in **Schedule 3F** of this RAO Agreement.

#### **4. Forecasts**

- 4.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding End-to-End Transmission Services is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding End-to-End Transmission Services is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Transmission Services is once a year.

## **5. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for an End-to-End Transmission Service within two (2) Business Days.

## **6. Time for acceptance or rejection**

6.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for an End-to-End Transmission Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or

- (b) providing the Access Seeker with the result of post-Order Service Qualification under Subsection **2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **7. Indicative delivery timeframe**

7.1 Subject to **Subsection 2.6 of Schedule 1I of this RAO Agreement**, For the purposes of **Subsection 2.14(a) of Schedule 1C of this RAO Agreement**, the indicative delivery timeframe for End-to-End Transmission Services where no written approval of any government authority or any Third Party is required:

- (a) if no new network facilities are required to supply the End-to-End Transmission Services, twenty (20) Business Days; or
- (b) if new network facilities are required to supply the End-to-End Transmission Services sixty (60) Business Days provided always that where any approval of any government authority or any Third Party is required, such prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker.

For clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2F** of this RAO Agreement commences from the Notice of Acceptance or confirmation of

the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

**8. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for End-to-End Transmission Services will be quarterly in advance from date of commissioning.

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## **SCHEDULE 2G**

### **NETWORK CO-LOCATION**

#### **1. General**

1.1 **Schedule 2G** of this RAO Agreement sets out the terms and conditions which are applicable to Network Co-location Service.

#### **2. Types of Network Co-Location Services**

2.1 The types of Network Co-Location Services provided by CelcomDigi are:

- (a) Physical Co-Location, which refers to the provision of space at CelcomDigi's premises to enable the Access Seeker to install and maintain its own Equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of CelcomDigi. Physical Co-Location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker; and
- (b) Virtual Co-Location, which refers to the provision of facilities or services at CelcomDigi's premises to enable the acquisition by the Access Seeker of Facilities and Services, where the Equipment is owned and maintained by CelcomDigi.
- (c) in-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking CelcomDigi's network facilities to the Access Seeker's network facilities.

### **3. Pre-requisites for Applying for Network Co-Location Services**

#### 3.1 General Pre-requisites for Network Co-Location

(a) CelcomDigi shall not be obliged to provide to the Access Seeker Network Co-Location at the designated sites (**“Designated Sites”**) unless:

- (i) CelcomDigi:
  - (A) is the legal owner of the Designated Site;  
or
  - (B) has exclusive rights of use of the Designated Sites pursuant to a lease or tenancy agreement and CelcomDigi has been granted the requisite approval by the owner or landlord of Designated Sites to permit the Access Seeker to use space for physical co-location in accordance with the terms herein contained.
- (ii) the Access Seeker has the appropriate license under the CMA and its subsidiary legislation to operate the service for the purpose for which the Equipment is to be installed and other prior written approvals from relevant authority, where required;
- (iii) there being sufficient space at the Designated Sites; and



- (iv) that it is not technically infeasible to implement Network Co-Location at the Designated Site.
- (b) The list of the Designated Sites may be obtained from CelcomDigi upon written request.
- (c) Security and critical national information infrastructure
  - (i) CelcomDigi may decline to publish information in connection with particular POIs and other locations where Facilities are located, for national or operational security reasons, but in such circumstances, CelcomDigi must:
    - (A) promptly provide such information to the Access Seeker on request, subject only to the Access Seeker entering into a confidentiality agreement in accordance with Part D of the CelcomDigi RAO: and
    - (B) offer to provide, and if the offer is accepted, provide, updated location details to the Access Seeker as POIs and Facilities are withdrawn, introduced and changed.
  - (ii) CelcomDigi may establish reasonably security procedures and processes (such as identity checks) to apply to personnel of the Access Seeker who will physically access to POIs or other locations where Facilities are located. However, such procedures and processes shall:

- (A) not completely or substantially prohibit the Access Seeker from physically accessing a POI or other relevant location unless CelcomDigi has been directed in writing to do so by the Government (in which case, CelcomDigi shall notify the Commission); and
- (B) be no more restrictive or onerous than the procedures and processes that CelcomDigi imposes on its own personnel who physically access the same POIs and locations.

#### **4. Forecasts**

4.1 For the purposes of **Subsections 2.1 and 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Network Co-Location Services is one (1) year;
- (b) the minimum intervals or units of time to be used in Forecasts regarding Network Co-Location Services is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Network Co-Location Services is once a year.

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## **5. Acknowledgement of receipt**

For the purposes of **Subsection 2.5 of Schedule 1C** of this RAO Agreement, and subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for a Network Co-Location Service within two (2) Business Days.

## **6. Time for acceptance or rejection**

6.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement and further subject to **Subsection 2.6 of Schedule 1I** of the RAO Agreement, CelcomDigi must notify the Access Seeker that an Order for a Network Co-Location Service is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where CelcomDigi did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, where CelcomDigi has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **7. Indicative delivery timeframe**

7.1 Subject to **Subsection 2.6 of Schedule 1I** of this RAO Agreement, For the purposes of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery

timeframe for Network Co-Location Services where no approval of any government authority or any third party is required:

- (a) if no new facilities are required to supply the Network Co-Location Services, twenty (20) Business Days; or
- (b) if new facilities are required to supply the Network Co-Location Services sixty (60) Business Days.

for clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2G** of this RAO Agreement commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **8. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Period for Transmission Services will be one (1) year in advance for the 1<sup>st</sup> year and quarterly in advance for each subsequent year. Billing will commence from the Start Date.

## **9. General Terms and Conditions on Network Co-Location Services**

### 9.1 Duration

- (a) Network Co-Location at a Designated Site, agreed between the Operators, shall be for a fixed period of 3 years unless a lesser period is stipulated by CelcomDigi (where CelcomDigi's right to use the Designated Site is less than three (3) years) and may be further renewed subject to the mutual agreement of the Operators. The Access Seeker shall within six (6) months prior to the

expiry of the term of the Network Co-Location at the Designated Site notify CelcomDigi in writing as to whether or not it wishes to renew the term of the Network Co-Location subject to agreement by the Access Seeker of any revision of charges by CelcomDigi in accordance with the terms of this RAO Agreement.

- (b) The term of the Network Co-Location shall commence on the date (“**Commencement Date**”):
- (i) CelcomDigi makes available for physical possession the co-located space (“**Co-Located Space**”) at the Designated Site; or
  - (ii) the Access Seeker takes physical possession of the Co-Located Space at the Designated Site,
- whichever is the earlier.

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## 9.2 Inspection and Site Survey

- (a) CelcomDigi shall allow nominated employees or contractors of the Access Seeker to physically inspect a network premise and/or facility of CelcomDigi during normal business hours provided that:
- (i) the Access Seeker has provided no less than five (5) Business Days’ notice of its request to perform a physical inspection and details of its nominees;
  - (ii) the nominations made by the Access Seeker are reasonable, having regard to the position of each

person and the number of persons nominated;  
and

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

### 9.3 Exclusive Possession

The Access Seeker recognises that it does not have exclusive possession of the Co-Located Space since CelcomDigi occupies the Co-Located Space and may sub-let or intends to sub-let the Co-Located Space to other parties. However, CelcomDigi agrees that it shall not tamper, modify, alter or handle any or interfere with Equipment, system or devices belonging to the Access Seeker at the Co-Located Space for the duration of the Physical Co-Location unless an emergency situation arises and immediate notice has been given to the Access Seeker.

### 9.4 Tenantable Condition

The Access Seeker shall keep the Co-Located Space and the interior thereof including the flooring and interior plaster or other surface material or rendering on walls or ceilings and CelcomDigi's fixtures thereon including doors, window, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures and additions and other goods therein including the items specifically attached thereto, if any, in good and tenantable repair and condition (reasonable wear and tear excepted).

### 9.5 Consents, Licences and Approvals

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- (a) The Access Seeker shall be fully responsible to obtain all necessary consents, permits, approvals and licenses from third parties and governmental authorities or agencies to carry out/provide its Communications Services at the Co-Located Space including operating and using all Equipment, systems, cables, links and devices.
- (b) The Access Seeker shall further observe and comply with all Laws affecting the Access Seeker which are now in force or which may hereafter be enacted.
- (c) The Access Seeker shall further observe and perform and cause all its employees, independent contractors, agents or invitees to observe and perform all rules and regulations made by CelcomDigi (and which rules and regulations equally apply to all access seekers) from time to time and notified to the Access Seeker in writing Provided Always that CelcomDigi shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees, independent contractors, agents or invitees save where CelcomDigi has been negligent.

#### 9.6 Sub-letting and Assignment

- (a) The Access Seeker shall not sub-let, assign or part with the possession of the Co-Located Space without the prior written approval of CelcomDigi (the approval of which shall not be unreasonably withheld). Where

CelcomDigi allows the Access Seeker to sub-let the Co-Located Space, the Access Seeker shall be fully responsible for the acts and omission of its sub-lessee and shall ensure that its sub-lessee complies with all the Access Seeker's obligations with respect to the Co-Located Space under this RAO Agreement.

- (b) Where the Access Seeker is permitted by CelcomDigi to sub-let part of the Co-Located Space to other access seekers for the purposes of co-locating with the Access Seeker at the Co-Located Space, the Access Seeker shall strictly comply with the same procedures in respect of permitting access as those stipulated and/or required by CelcomDigi in providing access. The Access Seeker must notify CelcomDigi of all persons with whom the Access Seeker has reached a co-location agreement within two (2) Business Days of reaching such agreement. The Access Seeker shall provide sufficient evidence to CelcomDigi to demonstrate that such agreement with the other access seeker have been duly registered with the Commission, failing which the other access seekers shall not be permitted to co-locate at the Co-Located Space. The Access Seeker shall be fully responsible to ensure that all other access seekers co-locating with the Access Seeker at the Co-Located Space shall strictly comply with all the relevant terms and conditions contained in this RAO Agreement including but not limited to provisions pertaining to the



preservation of and the security of CelcomDigi's Network Facilities and premises.

## **10. Specific Terms and Conditions for Physical Co-Location**

### 10.1 Use of Co-Located Space

- (a) The Access Seeker shall only use the Co-Located Space for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint by the owner or any of the other access seekers in CelcomDigi's Designated Site or any other buildings adjoining the Designated Site.
- (b) If the Access Seeker has not complied with **Subsection 10.1(a) of Schedule 2G** of this RAO Agreement, the Access Seeker shall take the necessary rectification or remedial action to address any complaints made by CelcomDigi or other access seekers in the Designated Site.
- (c) The Access Seeker's right to use the Co-Located Space and the right of access does not entitle the Access Seeker to any proprietary rights or interest whether under statute, common law, equity or any theory of law in any building, land, fixture, other structure or in or to the Designated Site.

- (d) Where the Designated Site is owned or controlled by a third party (“**Site Owner**”) and CelcomDigi’s use of the Designated Site is pursuant to a tenancy or lease, CelcomDigi shall be under no obligation to seek any renewal of the term of the tenancy or lease. The Access Seeker agrees that it shall not seek a tenancy or lease or licence to the Designated Sites from the Site Owner unless CelcomDigi signifies in writing that it is no longer interested in the use of the Designated Sites.

## 10.2 Physical Access

CelcomDigi shall allow the Access Seeker, its employees and contractors to physically access CelcomDigi’s network facilities for the purposes of installing, commissioning, modifying, maintaining, decommissioning and removing its Equipment and have physical control over the Access Seeker’s Equipment located at such network facilities, twenty-four (24) hours a day, seven (7) Business Days a week subject to the terms and conditions of any tenancy agreement provided always that from 9.00 am to 5.00 pm on any Business Day, the Access Seeker shall have physical access to CelcomDigi’s network facilities for the purposes of installing, commissioning, modifying, maintaining, decommissioning and removing its Equipment.

## 10.3 Escorts

- (a) If CelcomDigi determines that it is necessary to have an escort present when employees or contractors wish to enter onto CelcomDigi’s property, CelcomDigi shall:

- (i) bear the costs of such escort service;
- (ii) subject to **Subsection 10.3(a)(iv) of Schedule 2G** of this RAO Agreement, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
- (iii) subject to **Subsection 10.3(a)(iv) of Schedule 2G** of this RAO Agreement, provide physical access at the time requested by the Access Seeker for planned maintenance requests on the shorter of:
  - (A) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and
  - (B) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
- (iv) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
  - (b) thirty (30) minutes of time required by the Access Seeker pursuant to **Subsection 10.3(a)(ii) of Schedule 2G** of this RAO Agreement or **Subsection 10.3(a)(iii) of Schedule 2G** of this RAO Agreement (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of

responding to the Access Seeker's physical access request); and

- (c) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.

#### 10.4 **Absence of escort**

- (a) For the purposes of **Subsection 10.3 of Schedule 2G** of this RAO Agreement, if an escort does not arrive at CelcomDigi's property within the timeframe stipulated within **Subsection 10.3 of Schedule 2G** of this RAO Agreement, the Access Seeker's staff and/or contractors may proceed to enter CelcomDigi's property without an escort subject to compliance with the security requirements of CelcomDigi and the terms and conditions of any tenancy agreement.
- (b) If the tenancy agreement requires that the Access Seeker be escorted by personnel of CelcomDigi in order to gain physical access to CelcomDigi's network facility, CelcomDigi shall provide the needed escort to the Access Seeker.

#### 10.5 **Site register**

- (a) The Access Seeker must establish and maintain a register of all persons who visit CelcomDigi's property, which must be made available for inspection by CelcomDigi, upon request.

- (b) If the Access Seeker does not maintain or properly maintain a site register, CelcomDigi may prohibit any representatives of the Access Seeker from entering the premises.

#### 10.6 Publication of Co-Location Locations and Provision of Co-Location by CelcomDigi

- (a) Subject to **Subsection 3.1(c) of this Schedule 2G** of this RAO Agreement, CelcomDigi shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points at which physical co-location is available;
- (b) Subject to **Subsection 10.7 of this Schedule 2G** of this RAO Agreement, where required due to physical constraints, CelcomDigi should jointly agree with the Access Seeker in writing as to which access Seekers should be given the right to physically co-locate at each POI and each network facility and such access shall be granted on a non-discriminatory basis; and
- (c) Where physical co-location cannot be granted to the Access Seeker, the Access Seeker shall be granted either virtual co-location or in-span interconnection as requested by the Access Seeker.

#### 10.7 Lack of Space

Subject to **Subsection 10.8 of this Schedule 2G** of this RAO Agreement if there are space constraints at a particular location, CelcomDigi will take reasonable steps to optimise its usage of the space, including through the upgrading of

facilities and transferring Equipment to an alternative location. If CelcomDigi has used its best efforts to accommodate all access seekers, and it is not physically possible for the Access Seeker to be accommodated, CelcomDigi will:

- (a) notify the Commission of the lack of space at the location;
- (b) provide any supplementary information which may be requested by the Commission (which may include physical inspections by the Commission); and
- (c) be excused from providing physical co-location at that location unless and until the Commission notifies CelcomDigi that the Commission considers that physical co-location can and must be provided, in which case CelcomDigi will provide physical co-location as directed by the Commission.

#### 10.8 Reservation of Space

CelcomDigi will not reserve space other than for its own current needs, its future needs, the needs of its subsidiaries, partners and other entities in which it has a direct or indirect equity, contractual or other interest.

#### 10.9 Allocation of Space

CelcomDigi shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat all access seekers including the Access Seeker as it treats itself.

#### 10.10 No Minimum Space Requirements

CelcomDigi will not impose minimum space requirements on the Access Seeker.

#### 10.11 Notice of Refusal

If CelcomDigi proposes to refuse, or refuses, a request for physical co-location from the Access Seeker on the basis of current or future needs of CelcomDigi and its subsidiaries, partners and other entities in which it has a direct or indirect equity, contractual or other interest, and/or the needs of other access seekers who are currently occupying or have ordered additional space from CelcomDigi, CelcomDigi will notify the Access Seeker and the Commission of:

- (a) the space currently used by CelcomDigi and its subsidiaries, partners and other entities in which it has a direct or indirect equity, contractual or other interest;
- (b) the amount of space reserved for CelcomDigi's future needs and the future needs of CelcomDigi's subsidiaries, partners and other entities in which it has a direct or indirect equity, contractual or other interest;
- (c) the space currently occupied by other access seekers;
- (d) the space ordered by other access seekers; and
- (e) the total amount of space potentially available but for the uses set out above.

#### 10.12 Preparatory Work by the Access Seeker

- (a) If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to CelcomDigi's network facilities, CelcomDigi shall permit

the Access Seeker's employees or contractors to perform such preparatory work if the Access Seeker satisfies CelcomDigi (acting reasonably and in accordance with the guidelines referred to below) that such employees or contractors have the necessary qualifications. The policy and guidelines pertaining to the necessary qualifications of employees and contractors who will be permitted to perform preparatory work under this **Subsection 10.12 of Schedule 2G** of this RAO Agreement may be obtained from CelcomDigi. The policy and guidelines will be applied in a non-discriminatory manner to the personnel of CelcomDigi and Access Seeker who perform similar functions.

- (b) If the Operators agree that CelcomDigi shall carry out the preparatory work on behalf of the Access Seeker, then CelcomDigi shall undertake the preparatory work and the Access Seeker shall furnish all the necessary and sufficient co-operation to CelcomDigi to complete the preparatory work. The Access Seeker agrees to pay CelcomDigi for undertaking the preparatory work.

#### 10.13 Preparatory Work by CelcomDigi

- (a) If CelcomDigi agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis) for a specific scope of work:



- (i) CelcomDigi shall not exceed the estimate without providing the Access Seeker with prior written notice that:
    - (A) the estimate will likely be exceeded; and
    - (B) a further estimate of the charges for the work necessary to complete the preparatory work;
  - (ii) CelcomDigi shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate within fourteen (14) Business Days of the notice given by CelcomDigi under **Subsection 10.13(a)(i) of Schedule 2G** of this RAO Agreement. If the Access Seeker fails to notify CelcomDigi of its withdrawal or acceptance within the said time period, the Access Seeker is deemed to have rejected the revised estimate charges.
- (b) Notwithstanding **Subsection 10.13(a) of Schedule 2G** of this RAO Agreement, where the actual cost incurred by CelcomDigi exceeds an estimate or revised estimate for a specific scope of works provided by CelcomDigi due to information or facts which are inaccurate or erroneous or which were not disclosed or provided by the Access Seeker or due to a change in the scope of work by the

Access Seeker, the Access Seeker shall be obliged to pay CelcomDigi for the actual cost incurred.

- (c) CelcomDigi shall not be obliged to commence work until the Access Seeker has confirmed in writing that the Access Seeker is agreeable to the estimate or revised estimate for a specific scope of works provided by CelcomDigi.

#### 10.14 Delays

- (a) If CelcomDigi agrees to perform preparatory work and CelcomDigi is or is likely to be unable to perform such work within the agreed timeframe, CelcomDigi shall:
  - (i) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after CelcomDigi becomes aware of the possible delay;
  - (ii) permit the Access Seeker notified under **Subsection 10.14(a)(i) of Schedule 2G** of this RAO Agreement to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
  - (iii) compensate the Access Seeker for the reasonable costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

#### 10.15 Installation of Equipment

- (a) The Access Seeker shall ensure that all Equipment, system or devices on the Co-Located Space shall:
- (i) be type-approved and comply with all relevant Laws;
  - (ii) not cause any frequency interference to CelcomDigi's and/or any of the other access seekers' Equipment or services provided in or around the Co-Located Space; and/or
  - (iii) be electromagnetically compatible in accordance with the prescribed standards and shall not cause electromagnetic interference to CelcomDigi's and/or any of the other access seekers' Equipment or services provided in or around the Co-Located Space; and/or
  - (iv) only connect its Equipment to pre-identified equipment belonging to CelcomDigi.

For the purposes of **Subsection 10.15(b) and Subsection 10.15(c) of Schedule 2G** of this RAO Agreement the Operators agree that where the Access Seeker's Equipment causes frequency interference or electromagnetic interference to CelcomDigi and/or other access seekers' Equipment or services provided in or around the Co-Located Space, CelcomDigi shall provide immediate verbal notification followed by a written notice within twenty (24) hours to the Access Seeker. The Access Seeker shall immediately (and in any event no longer than twenty (24) hours) upon receipt of

the verbal notification take all such necessary steps to stop any such interference.

- (b) In the event that:
  - (i) the Access Seeker fails to fulfil its obligations under this **Subsection 10.15(a) of Schedule 2G** of this RAO Agreement; or
  - (ii) the Equipment, system or devices of the Access Seeker is or poses a threat or danger to the public health (as advised by the relevant authorities or Equipment manufacturer) and safety or CelcomDigi and/or other access seeker's facilities, Equipment, device or system,

CelcomDigi may direct the Access Seeker to take such remedial action as may be necessary to remedy such breaches including temporary shutting down of the Equipment, system or devices.

- (c) The Access Seeker shall only be permitted to install its Equipment on the Co-Located Space for the provision of its Communications Services and shall not be permitted to install any other operator's Equipment, system and/or devices on the Co-Located Space without the prior written approval of CelcomDigi.
- (d) The Access Seeker shall not damage, tamper, modify, alter or handle any Equipment, system or devices belonging to CelcomDigi or any other access seeker in

the Designated Site and/or the Co-Located Space without the prior written approval of CelcomDigi and/or the other access seekers.

- (e) The Access Seeker is responsible for insuring its Equipment and shall purchase the necessary insurances when carrying out any works including installation works on CelcomDigi's Designated Sites. In particular, the Access Seeker shall obtain or procure an Erection All Risks insurance against all risks of physical loss or damage to the Access Seeker's work whereby CelcomDigi is a named insured (either solely or jointly) in the insurance policy for the duration of the works and the insurance shall be in the amount which is sufficient to insure the full value of the works carried out by the Access Seeker.

#### 10.16 **Installation of Electrical Points and Plumbing Connection**

The Access Seeker shall not install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliances or make any additional plumbing connections on or to the Co-Located Space without obtaining the prior written consent of CelcomDigi to the work plan.

#### 10.17 Installation Works

- (a) The Access Seeker shall submit the installation and work plan which shall include installation and works schedule and work methods to CelcomDigi and obtain CelcomDigi's written approval prior to undertaking the

installation or upgrading or any Equipment in the Designated Sites or site preparation works.

- (b) Where required by CelcomDigi, the Access Seeker shall secure certification by an independent consultant engineer that the installation or upgrading of its Equipment in the Designated Sites or site preparation works undertaken and completed comply with the terms of all approvals, authorisation, permits, consents and clearances and the installation plans submitted to CelcomDigi.
- (c) Any revision to or revocations of the approvals, authorisations, consents, permits, clearances and installation plans shall be notified to CelcomDigi. All revision to the installation plans must be approved in writing by CelcomDigi.
- (d) No work shall be undertaken by the Access Seeker at a Designated Sites, in the event, the approvals, consents, permits, authorisations and clearances are revoked.
- (e) CelcomDigi shall be entitled at any time to visit and inspect the installation works and the site preparation works.
- (f) Upon completion of the installation works and site preparation works, the Access Seeker shall inform CelcomDigi.
- (g) CelcomDigi shall be entitled to conduct an inspection of the Designated Sites to verify that the installation of Equipment at the Designated Sites and completion of

the site preparation works comply with the approved installation and work plan. In the event there is any non-compliance by the Access Seeker, the Access Seeker shall commence and complete rectification works within ten (10) Business Days failing which CelcomDigi shall be entitled to terminate the licence granted herein.

- (h) All connections of the Access Seeker's Equipment to the Facilities of CelcomDigi shall be carried out by CelcomDigi and the Access Seeker shall pay the reasonable cost incurred by CelcomDigi.

#### 10.18 Safety and Health and Security Procedures

- (a) The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("**OSHA**"). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA. Any failure to comply with OSHA by the Access Seeker shall be rectified immediately and if required by CelcomDigi, the Access Seeker shall comply with all actions reasonably required by CelcomDigi including to cease or suspend work or to disconnect their Equipment from the power supply or source.
- (b) The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents as a result of their works to

CelcomDigi within twenty-four (24) hours from the time of the occurrence.

- (c) The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by CelcomDigi (and which rules and regulations equally apply to all access seekers) from time to time on site access and security procedures with respect to access to and use of the Co-Located Space. Further, the Access Seeker shall undertake all such necessary measures to ensure the security of its Co-Located Space prevents unauthorised access to the Co-Located Space.

#### 10.19 Maintenance of Equipment

- (a) The Access Seeker shall be responsible for the operation and maintenance of its Equipment, system and/or devices at the Co-Located Space.
- (b) CelcomDigi shall not be responsible for any damage to the Access Seeker's Equipment, system and/or devices at the Co-Located Space caused by fire, water leakage, air-conditioning/mechanical ventilation failure, power fluctuation/ interruption, and/or by any other causes or reasons unless due to CelcomDigi's negligence.
- (c) In the operation and maintenance of the Equipment, systems and/or devices at the Co-Located Space, the Access Seeker must:



- (i) take such other action as a reasonably prudent operator would in operating and maintaining their Equipment, systems and/or devices;
  - (ii) keep the Co-Location Space in a tidy and safe condition at all times; and
  - (iii) ensure that flammable or toxic material is not left in or around the Co-Location Space following maintenance and/or other operations.
- (d) If a fault, defect or problem with the Access Seeker's Equipment, systems and/or devices at the Co-Located Space causes or may cause damage to the Co-Location Space and/or to CelcomDigi's and other access seeker's Equipment and/or facilities, the Access Seeker must:
  - (i) notify CelcomDigi in writing as soon as practicable; and
  - (ii) repair the fault, defect or problem or take other appropriate corrective action immediately.
- (e) If the Access Seeker detects a fault, defect or problem in the Co-Location Space, it must notify CelcomDigi as soon as possible. CelcomDigi shall attend to all reports of damage made by the Access Seeker and other access seekers.
- (f) CelcomDigi will maintain the Shared Space and the premises where the Shared Space is located and will undertake normal maintenance inspections of CelcomDigi's premises where the Shared Space is located. Further CelcomDigi shall within a reasonable

time take the appropriate action to address faults and defects which could damage the Shared Space or the Equipment and systems of the Access Seeker and effect the required repairs with like quality materials.

#### 10.20 Storage

- (a) The Access Seeker shall not permit to be kept on the Co-Located Space or any part thereof:
  - (i) any materials the storage of which may contravene any ordinance, statute, regulation or by-law;
  - (ii) any materials the storage of which an increased rate of insurance is usually required; and/or
  - (iii) any explosive, combustible or radioactive substances.

#### 10.21 Increase in Premium

- (a) The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies with respect to CelcomDigi's Designated Site on which the Co-Located Space is located void or voidable or whereby the premium of the said policy or policies may be increased. In the event of an increase in premium or other expenses on renewal of such policy or policies due to a breach or non-observance of this Subsection by the Access Seeker, the Access Seeker undertakes to repay all sums paid by CelcomDigi including the expenses incurred thereto.

## 10.22 Repairs

- (a) In the event of any damage caused to the Co-Located Space by the Access Seeker, the Access Seeker shall, at its own cost and expense, restore and to forthwith make good any replacement and/or repair (fair wear and tear excepted) as specified in the notice in writing given by CelcomDigi to the Access Seeker specifying therein all necessary replacements and/or repairs to the affected to the building, plant, facilities and Equipment.
- (b) If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice (which period must be a reasonable time), CelcomDigi may, whether or not together with its workmen, enter the Co-Located Space and make all necessary replacements and/or repairs to the building, plant, facilities and Equipment. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by CelcomDigi save where the replacements and/or repairs were due to the natural failure of the structure or due to CelcomDigi.

## 10.23 Payment of Quit Rents, Rates and Taxes

CelcomDigi will pay all quit rents, rates (save for utilities), taxes, assessments which are or may hereafter be charged upon the Co-Located Space. Any increase in quit rent, assessment, taxes or rates on the Co-Located Space after the date hereof shall be

borne between CelcomDigi and all access seekers in proportion to their usage of space.

#### 10.24 CelcomDigi's Representation

- (a) The Access Seeker acknowledges and agrees that it is using the Co-Located Space at its own risk as CelcomDigi does not warrant or represent that it has obtained all the necessary authorisation, approvals or permits from the relevant authorities (including the Federal and State Government) to erect the infrastructure on the Designated Site in which the Co-Located Space has been rented to the Access Seeker or to use or occupy the Designated Site.
- (b) In the event that:
- (i) CelcomDigi is required by the relevant authorities to dismantle the infrastructure on the Designated Site; or
  - (ii) any governmental or State authority or owner/landlord of the Designated Sites, requires CelcomDigi to vacate the Designated Sites for whatsoever reason,
- such that the Access Seeker is not able to:
- (iii) install or utilise the Equipment, system or devices thereon; or
  - (iv) provide its communication services at the Designated Site,

the Access Seeker and/or CelcomDigi may, notwithstanding the minimum term, terminate the Network Co-Location at Co-Located Space without liability. The Operators agree that the remedies set out in this **Subsection 10.24 of Schedule 2G** of this RAO Agreement shall be the only remedy against CelcomDigi and CelcomDigi shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's Equipment, system or devices. However, CelcomDigi will use its reasonable endeavours to offer the Access Seeker other suitable Designated Sites.

- (c) Where CelcomDigi is required by any governmental authority or agency or any state backed company to sell or dispose the Designated Site to the governmental authority or its nominated person or entity, CelcomDigi will use its endeavours (but does not guarantee that it will be able) to sell the Designated Site subject to any existing rights of the Access Seeker to use the Co-Located Space on the Designated Site. However, where the third party purchaser requires that the Access Seeker vacate the Co-Located Space prior to the sale of the Designated Site, the Access Seeker shall dismantle its Equipment, system and devices and vacate the Co-Located Space prior to the sale of the said Designated Site to the third party. In such an event, CelcomDigi shall use its reasonable endeavours to procure from the third

party purchaser adequate time for the Access Seeker to dismantle its Equipment, system and devices. The Operators agree that the Access Seeker and/or CelcomDigi may, notwithstanding the minimum term, terminate the Network Co-Location at the Co-Located Space without liability. The Operators agree that the remedies set out in this **Subsection 10.24 of Schedule 2G** of this RAO Agreement shall be the only remedy against CelcomDigi and CelcomDigi shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's Equipment, system or devices.

#### 10.25 Utilities and ancillary services

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

- (a) access to roads;
- (b) access to land;
- (c) power, including the provision of back-up power;
- (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

- (e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
- (f) site maintenance.

#### 10.26 Electricity

- (a) The Access Seeker shall be responsible to apply for its own individual meter and power supply to the Co-Located Space and shall be further responsible for and bear the cost of all electricity utilised by the Access Seeker at the Co-Located Space.
- (b) In the event that the Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may:
  - (i) subject to CelcomDigi's prior written approval, utilise the electricity supplied to CelcomDigi at that premises provided that:
    - (A) CelcomDigi is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Designated Site; and
    - (B) the Access Seeker reimburse CelcomDigi for all electricity charges utilised (and any other additional charges for back-up power) by the Access Seeker at the Co-

Located Space, the charges of which are set out in **Schedule 3G** of this RAO Agreement; or

- (ii) where CelcomDigi is not able to provide the electricity supply to the Access Seeker, the Access Seeker shall be entitled to bring and install its own generator at the Co-Located Space at the Designated Site.

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#### 10.27 To Permit CelcomDigi to Enter and View Condition

- (a) Where the Co-Located Space is an enclosed or secured area, the Access Seeker shall permit CelcomDigi and his agents, servants and contractors, to enter the Co-Located Space at all reasonable times and upon reasonable notice for the purpose of viewing the state and condition thereof or for any other reasonable purpose. The Access Seeker shall have the option to provide an escort to CelcomDigi, at its own cost, but CelcomDigi shall not be prevented from entering if the escort fails to be present.
- (b) Notwithstanding **Subsection 10.27(a) of Schedule 2G** of this RAO Agreement, the Operators agree that in an emergency which poses a clear and imminent danger to public safety and/or to CelcomDigi and/or other access seekers Equipment, CelcomDigi may enter the Co-Located Space by first giving verbal notification and



which shall be followed by a written notification within twenty-four (24) hours. CelcomDigi may take reasonable actions as the circumstances dictate to address the emergency situation (provided it does not involve tampering or modification of the Access Seeker's Equipment) and shall provide the Access Seeker verbal notification of the actions to be taken by CelcomDigi unless the circumstances requires that immediate action be taken to address the emergency or danger wherein CelcomDigi may enter immediately and shall verbally inform the Access Seeker of the action taken by CelcomDigi. Where immediate action is taken by CelcomDigi, CelcomDigi shall provide written notification to the Access Seeker within twenty-four (24) hours of the event of the following:

- (i) description of emergency event;
- (ii) date, time and location of occurrence of emergency event;
- (iii) details of personnel granted access to Shared Space; and
- (iv) description of the action taken.

All action taken by CelcomDigi shall be by appropriately qualified and/or skilled personnel. Any work done on the Access Seeker's Equipment shall be done by or supervised by an engineer.

- (c) In the event that there is total outage and/or significant outage of the Access Seeker's Equipment at the Co-

Located Space, the Access Seeker will be given access within twenty-four (24) hours of receipt of verbal notification by the Access Seeker. However, where the Co-Located Space is in remote sites, access will be given within forty-eight (48) hours of receipt of verbal notification by the Access Seeker. All verbal notifications by the Access Seeker shall be followed up with written notification within twenty-four (24) hours of the verbal.

#### 10.28 Security caging

CelcomDigi shall not require the use of cages or similar structures to physically segregate Equipment to be located at or on network facilities of CelcomDigi.

#### 10.29 Equipment allowance

Subject to any restrictions under any tenancy agreement, CelcomDigi shall permit an Access Seeker to locate Equipment on or at CelcomDigi's network facilities which is necessary for the purposes of obtaining the benefit of access to the Facilities and Services provided in accordance with this RAO Agreement, including but not limited to multi-functional Equipment which may also be used for purposes other those specified in this Subsection 10.29 of Schedule 2G of this RAO Agreement.

Where restrictions in the tenancy agreement prohibits an Access Seeker from locating its Equipment at CelcomDigi's facilities/premises, CelcomDigi may at its own discretion offer an alternative premise and/or facility where the Access Seeker is permitted to locate its Equipment.

### 10.30 Marking

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

### 10.31 Maintenance

CelcomDigi shall permit and do all the things reasonably necessary to allow the Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted. This includes the provision of physical access.

### 10.32 Extensions

- (a) Subject to all necessary permits, consents and approvals required by Law being obtained, CelcomDigi shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of CelcomDigi as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.
- (b) Prior to any extension works being carried out, the Access Seeker shall submit a written proposal to CelcomDigi detailing the works to be carried out and the impact of such works on CelcomDigi's network.
- (c) If CelcomDigi agrees or disagrees with the proposal, CelcomDigi will notify the Access Seeker of the same. If CelcomDigi disagrees with the proposal, the Access Seeker may request for a meeting with CelcomDigi to discuss amendments to the Access Seeker's proposal.

The Access Seeker shall be responsible for all works carried out.

#### 10.33 Cost

The utility costs in respect of the network facilities as contemplated in **Schedule 2G** of this RAO Agreement 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 where such utilities supplied is not separately metered or via the use of dedicated equipment. Where there are no other access seekers at the relevant location, the apportionment shall be done in good faith between the Operators in accordance with fair and equitable principles.

#### 10.34 Conditional supply

CelcomDigi shall not require an Access Seeker to acquire another service or Facilities from CelcomDigi as a condition of providing access to Facilities or Services under this RAO Agreement.

#### 10.35 Vacating the Co-Located Space

- (a) The Access Seeker shall on the expiration or termination of the Physical Co-Location at each Co-Located Space, at its own cost and expense, remove all its Equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly yield up the Co-Located Space to CelcomDigi with all CelcomDigi's fixtures and additions thereto in good and

tenantable repair and condition in accordance with the covenants herein contained.

- (b) The Access Seeker shall be given:
- (i) a grace period of ten (10) Business Days effective from the expiry or termination of the Physical Co-Location; or
  - (ii) where the infrastructure on the Designated Site is to be dismantled or CelcomDigi is to vacate the Designated Site in accordance with **Subsection 10.24 of Schedule 2G** of this RAO Agreement, such reasonable grace period as may be specified by CelcomDigi taking into consideration the time lines provided by the relevant authorities or the owner of the land / landlord to CelcomDigi to dismantle the said infrastructure or to vacate the Designated Site provided always that the Access Seeker must vacate the Co-Located Space earlier than the stipulated time line provided to CelcomDigi to enable CelcomDigi to comply with the requisite time lines,

to vacate the Co-Located Space, during which no monthly rental will be charged by CelcomDigi. Should the Equipment, system or devices not be removed within the grace period, CelcomDigi shall have the right to:

- (iii) charge for the use of the Co-Located Space at the rate of two (2) times the current rental or the cost of reinstatement as debt due and payable; and
- (iv) without any liability to the Access Seeker, dispose of the Equipment, system or devices in such manner as CelcomDigi deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, CelcomDigi shall have a lien on the Equipment, system or devices and is entitled to retain such Equipment, system or devices or to sell the Equipment, system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. CelcomDigi shall be entitled to set off the proceeds from the sale of the Equipment, system or devices against any and all debts due by the Access Seeker to CelcomDigi.

## 11. **Specific Terms and Conditions for Virtual Co-Location**

- 11.1 Virtual Co-Location at a Designated Site shall be subject to the availability of the Equipment which the Access Seeker is requesting CelcomDigi to own and maintain on its behalf.
- 11.2 The terms of Virtual Co-Location at a Designated shall be subject to terms and conditions (including the Charges thereof) to be mutually agreed on a case by case basis.

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## **SCHEDULE 2H**

### **MVNO ACCESS SERVICE**

#### **1. General**

1.1 This **Schedule 2H** of this RAO Agreement, sets out the terms and conditions which are applicable for MVNO Access.

#### **2. Description of MVNO Access Service**

2.1 MVNO Access is a Facility and/or Service for access to the Mobile Network used by CelcomDigi to provide public cellular services to the public, for the purpose of the Access Seeker providing Communications Services to the Customer.

2.2 MVNO Access may include access to the Facilities and Services used by CelcomDigi to provide:

- (a) voice, data and other application services, as selected by the Access Seeker; and
- (b) services over networks including GSM, IMT-2000, WiMAX, LTE, IMT-Advanced, LTE-Advanced and any other mobile networks which are currently available or which may be developed in the future.

2.3 Facilities and Services to which the Access Seeker may request access include:

- (a) radio network;
- (b) Serving GPRS Support Node and Gateway GPRS Support Node;
- (c) Home Location Register;

- (d) value-added service platforms (such as Short Message Service Centre, Multimedia Service Centre and Voicemail Server);
- (e) SIM provisioning and configuration;
- (f) Customer billing; and
- (g) Customer relationship management.

2.4 CelcomDigi shall provide the Access Seeker with access to the Facilities and Services described in **Subsection 2.3 of this Schedule 2H** of the RAO Agreement subject to the following condition precedent: The Access Seeker is not a holder of spectrum assignment or an apparatus assignment under CMA.

- a. The Access Seeker is an Applications Service Provider license holder and is capable of providing public cellular services to end users.
- b. There is sufficient capacity in the Access Provider's mobile network
- c. The Access Seeker shall agree to the network integration and set up cost, network upgrade cost and other relevant cost that is required by the Access Provider to provide the MVNO Access to the Access Seeker.

### **3. Scope of Obligations under MSA**

3.1 The terms and conditions of **Schedules 1A, 1D, 1E, 1F, 1G and 1I** of this RAO Agreement shall not apply.



#### **4. Forecasts**

4.1 For the purposes of **Subsection 2.2 of Schedule 1B** of this RAO Agreement, CelcomDigi may determine the Forecasts which it requires from an Access Seeker to provide MVNO Access including with regard to:

- (a) the network components, Facilities and/or Services to be supplied as part of MVNO Access;
- (b) the maximum periods covered by the Forecasts;
- (c) the minimum intervals or units of time used in Forecasts; and
- (d) the maximum frequency of the Forecasts or updates to the Forecasts.

4.2 The Forecasts under **Subsection 2.2 of Schedule 1B** of this RAO Agreement and **Subsection 4(a) of Schedule 2I** of this RAO Agreement are no more onerous than either of:

- (a) what is necessary for CelcomDigi to supply MVNO Access without adversely affecting CelcomDigi's Network and the QoS of the Communications Services provided by CelcomDigi; and
- (b) the forecasting which CelcomDigi provides to itself for network planning and provisioning equivalent services.

#### **5. Acknowledgement of receipt**

Subject to any shorter timeframe required under **Subsection 2.5 of Schedule 1C** of this RAO Agreement, CelcomDigi shall acknowledge receipt of each Order for MVNO Access within two (2) Business Days.

## **6. Time for acceptance or rejection**

6.1 Subject to any shorter timeframe required under **Subsection 2.12 of Schedule 1C** of this RAO Agreement, CelcomDigi must notify the Access Seeker in writing that an Order for MVNO Access is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order where the Access Provider did not undertake any post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under **Subsection 2.9 of Schedule 1C** of this RAO Agreement, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Subsection 2.8 of Schedule 1C** of this RAO Agreement.

## **7. Indicative delivery timeframe**

For the purpose of **Subsection 2.14(a) of Schedule 1C** of this RAO Agreement, the indicative delivery timeframe for MVNO Access is forty (40) Business Days provided that where any written approval of any government authority or any third party is required, such prior written approval has been obtained and the conditions imposed under or in connection with that approval has been fulfilled by the Access Seeker. For clarification, the indicative delivery timeframe in this **Subsection 7 of Schedule 2I** of this RAO Agreement

commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Subsection 2.14 of Schedule 1C** of this RAO Agreement.

## **8. Billing Cycle**

For the purposes of **Subsection 9.1(b)** of this RAO Agreement, between the Operators, the Billing Cycle for MVNO Access will be monthly in arrears and will further depend on the Facilities and Services provided.

## **9. Prohibited use of Customer information**

9.1 CelcomDigi will not use any Access Seeker's Customer information gained only from the provision of MVNO Access to market or offer to supply its goods or services to that or any other Customer, except where:

- (a) the Customer information is publicly available; or
- (b) the Customer information has been received or developed by CelcomDigi from sources other than the Access Seeker.

and, in either case, the information has not been collected or generated with reference to, or combined with or compared to, information provided in connection with CelcomDigi's supply of the MVNO Access. The restriction on use in this Subsection shall mean any use by CelcomDigi to dissuade the Access Seeker's Customer from entering into a contractual relationship with the Access Seeker for retail services that use the MVNO Access as an input or more generally, to persuade that Customer to enter into a contractual relationship with

CelcomDigi for CelcomDigi's Communications Services Provided Always that the restriction on use shall not prohibit CelcomDigi from offering its Communications Services to the public or any market or any segment of any market of which the Customer may fall part of.

## **10. Support**

10.1 CelcomDigi must provide the Access Seeker with any support reasonably requested by the Access Seeker (being support which CelcomDigi either provides to other Access Seekers or to itself) to permit the Access Seeker to comply with the Commission Determination on the Mandatory Standard for the Provision of Services through a Mobile Virtual Network, Determination No. 3 of 2015 including such modification or variation and any other mandatory standards as may be determined by the Commission from time to time.

10.2 If the terms of an Access Agreement require an Access Seeker to request CelcomDigi's approval in respect of marketing, pricing, product or other retail promotions, initiatives or launches (initiatives), then:

- (a) CelcomDigi shall approve any such request within a reasonable timeframe, and in any event within such timeframe as the Access Provider typically approves its own initiatives; and
- (b) any such approval must not be unreasonably withheld or delayed.

10.3 If an Access Seeker becomes subject to an event that is specified in paragraph 18.2 (a)(ii), the Access Seeker must

provide CelcomDigi with all assistance reasonably requested by CelcomDigi to facilitate the transition of each of the Access Seeker's Customers onto retail mobile services supplied by CelcomDigi or another Access Providr.

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## **SCHEDULE 2I**

### **INFRASTRUCTURE SHARING**

#### **1. General**

This **Schedule 2I** of this RAO Agreement, sets out the terms and conditions which are applicable for Infrastructure Sharing.

#### **2. Service Description**

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

- a) provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or
  - b) provision of access to in-building Common Antenna Systems and physical access to central equipment room
3. Specified network facilities include towers and Associated Tower Sites.
  4. Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
  5. Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.

## **6. Forecasts**

- 6.1. The Access Seeker must submit a forecast to Digi for the required Infrastructure Sharing on a yearly basis where:
  - 6.1.1. the maximum period of time covered by forecasts regarding Infrastructure Sharing is one (1) year;
  - 6.1.2. the minimum intervals or units of time to be used in forecasts regarding Infrastructure Sharing is one (1) year; and
  - 6.1.3. the maximum frequency to update or to make further forecasts regarding Infrastructure Sharing is once a year.
- 6.2. If CelcomDigi considers that any forecast is unreasonable, or that the work which it would be required to carry out based on the forecast is not reasonably achievable within the delivery periods contemplated under this schedule, the Access Seeker is required to resubmit a more reasonable forecast to CelcomDigi. CelcomDigi will promptly negotiate a reasonable forecast. Pursuant to such an agreement, the Access Seeker and CelcomDigi will only be required to carry-out the work which is reasonably achievable within the delivery periods contemplated under this schedule. To assist the negotiations:
  - 6.2.1. CelcomDigi will provide information in relation to the work which it would be required to carry out to meet the forecast which it considers to be unreasonable and the time frame of that works;

- 6.2.2. Both parties will provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and
- 6.2.3. Both parties will endeavour to put forward proposals to produce a satisfactory outcome for both.
- 6.3. Pending the outcome of this negotiation, CelcomDigi shall not be obliged to accept any Order or provide any Infrastructure Sharing in respect of the portion of the forecast which it considers being unreasonable or pursuant to which it would be required to carry out work which is not reasonably achievable within the delivery periods contemplated.
- 7. CelcomDigi shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.

## **8. Acceptance or Rejection**

- 8.1. CelcomDigi shall notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:
  - 8.1.1. issuing the Notice of Receipt in respect of the Order, where CelcomDigi does not undertake any post-Order Service Qualification; or
  - 8.1.2. providing the Access Seeker with the result of post-Order Service Qualification, where CelcomDigi has undertaken post-Order Service Qualification for that Order.



9. The Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
10. Where required to fulfil an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, CelcomDigi shall allow an Access Seeker, its nominated employees and/or contractors to physically access CelcomDigi's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

## **11. Nominated Personnel**

- 11.1. The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:
  - 11.1.1. the position of each person and the number of persons nominated; and
  - 11.1.2. the position of each of CelcomDigi's own personnel and the number of CelcomDigi's personnel to which CelcomDigi provides physical access to such network facilities.

## **12. Escorts**

- 12.1. CelcomDigi is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into CelcomDigi's property if CelcomDigi requires an escort for its own employees or contractors in the

same circumstances. If CelcomDigi determines that it is necessary to have an escort present when the nominated employees and/or contractors of the Access Seeker wish to enter into CelcomDigi's property, CelcomDigi shall:

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

- 12.2. If an escort does not arrive at CelcomDigi's property within the required timeframe, the Access Seeker's nominated employees and/or contractors may proceed to enter CelcomDigi's property without an escort.
13. The Access Seeker must establish and maintain a register of all persons who visit CelcomDigi's property on the Access Seeker's behalf, which must be made available for inspection by CelcomDigi, upon request.

#### **14. Utilities and Ancillary Services**

- 14.1. Where the relevant utilities and ancillary services are within CelcomDigi's control, CelcomDigi shall ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that CelcomDigi provides to itself, including but not limited to:
- 14.1.1. subject to land owners' conditions, access to roads;
  - 14.1.2. subject to land owners' conditions, access to land;
  - 14.1.3. power, including the provision of back-up power;
  - 14.1.4. environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
  - 14.1.5. security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and
  - 14.1.6. Site Maintenance.

14.2. The utility and ancillary costs in respect of the network facilities shall be apportioned (in accordance with fair and equitable principles) between CelcomDigi and all Access Seekers at the relevant location.

### 15. **Indicative Delivery Timeframe**

The indicative delivery timeframe for Infrastructure Sharing shall be as follows:-

<b>Description</b>	<b>Indicative Delivery Timeframe</b>
Readily Available Site and physical work is required	40 Business Days and/or such other date as may be mutually agreed between CelcomDigi and access seeker (subject to there is not restriction in the tenancy agreement)

For clarification, the indicative delivery timeframe above commences from the Notice of Acceptance or confirmation of the Order (as applicable).

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### **SCHEDULE 3**

#### **CHARGES**

SCHEDULE 3A	FIXED NETWORK ORIGINATION AND FIXED NETWORK TERMINATION SERVICES
SCHEDULE 3B	MOBILE NETWORK ORIGINATION AND MOBILE NETWORK TERMINATION SERVICES
SCHEDULE 3C	INTERCONNECT LINK SERVICE
SCHEDULE 3D	TRUNK TRANSMISSION SERVICE
SCHEDULE 3E	WHOLESALE LEASED CIRCUIT SERVICE
SCHEDULE 3F	END-TO-END TRANSMISSION SERVICE
SCHEDULE 3G	NETWORK CO-LOCATION SERVICE
SCHEDULE 3H	MVNO ACCESS SERVICE
SCHEDULE 3I	INFRASTRUCTURE SHARING

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## SCHEDULE 3A

### FIXED NETWORK ORIGINATION AND FIXED NETWORK TERMINATION SERVICES

#### 1. Fixed Network Origination Service

- 1.1 Fixed Network Origination Service supplied will, only to the extent necessary, be subject to the Charges listed in **Table 3A(I) of Schedule 3A** of this RAO Agreement and shall be applied for the carriage of voice Call Communications (including facsimile) only. For the purposes of clarification, all other Fixed Network Origination Services not listed in tables below are to be provided at negotiated charges.

**TABLE 3A(I): CHARGES FOR FIXED NETWORK ORIGINATION SERVICE**

<b>Interconnect Chargeable Calls: Fixed Network Origination Service to the Access Provider's Fixed Network</b>			
<b>Type of Charge</b>	<b>Sen per minute, 24 hours weighted average</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
National	1.24	1.16	1.03

#### 1.2. Time Units for Charging

- (a) The time units for calculating the Charges for Fixed Network Origination Service, on a call-by-call basis, for voice Call Communications are set out in **Table 3A(II) of Schedule 3A** of this RAO Agreement.

**TABLE 3A(II): TIME UNIT FOR FIXED NETWORK ORIGINATION SERVICES**

Type Of Call	Time Units For Charging (On A Call By Call Basis)
All voice calls involving a fixed component/	One (1) second or part thereof.

(b) Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in 6 decimal points for RM and four (4) decimal points for sen for the purposes of calculating the Charges.

**2. Fixed Network Termination Service**

2.1 Fixed Network Termination Service supplied will, only to the extent necessary, be subject to the Charges listed in **Table 3A(III) of Schedule 3A** of this RAO Agreement and shall be applied for the carriage of voice Call Communications (including facsimile) only. For the purposes of clarification, all other Fixed Network Termination Services not listed in the Tables below are to be provided at negotiated charges.

**Table 3A(III): CHARGES FOR FIXED NETWORK TERMINATION SERVICE FOR CELCOMDIGI PSTN NETWORK ONLY**

<b>Interconnect Chargeable Calls: Fixed Network Termination Service to the PSTN Network</b>			
Type of Charge	Sen per minute, 24 hour weighted average		
	2023	2024	2025
National	1.24	1.16	1.03

## 2.2 Time Units for Charging

- (a) The time units for calculating the Charges for Fixed Network Termination Service, on a call by call basis, for voice Call Communications are set out in **Table 3A(IV) of Schedule 3A** of this RAO Agreement.

**TABLE 3A(IV): TIME UNIT FOR FIXED NETWORK TERMINATION SERVICE**

Type Of Call	Time Units For Charging (On A Call By Call Basis)
All voice calls involving a fixed component	One (1) second or part thereof.

- (b) Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in six (6) decimal points for RM and four (4) decimal points for sen for the purposes of calculating the Charges.

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## **SCHEDULE 3B**

### **MOBILE NETWORK ORIGINATION AND MOBILE NETWORK TERMINATION**

#### **1. Mobile Network Origination Service**

1.1 Mobile Network Origination Service supplied will only to the extent necessary, be subject to the Charges listed in **Table 3B(I) of Schedule 3B** of this RAO Agreement for carriage of voice Call Communications (including facsimile) only and will include International Inbound Calls. For the purposes of clarification, all other Services not listed in **Table 3B(I) of Schedule 3B** of this RAO Agreement are to be provided at negotiated charges.

(a) Freephone 1800 Service

(i) For calls from CelcomDigi's Mobile Numbers to the Freephone Numbers of the Access Seeker. CelcomDigi shall charge the Access Seeker the Mobile Network Origination Charge. The Access Seeker shall not charge CelcomDigi any termination charge for call destined to its Freephone Numbers.

(ii) CelcomDigi agrees not to charge the Calling Party the retail rates of CelcomDigi for calls to the Freephone Number.

(b) Toll Free 1300 Services

(i) For calls from CelcomDigi's Mobile Numbers to Toll Free 1300 Numbers of the Access Seeker, CelcomDigi shall charge the Access Seeker the

Mobile Network Origination Charge. The Access Seeker shall not charge CelcomDigi any termination charge for calls destined to its Toll Free 1300 Number.

- (ii) For calls from CelcomDigi's Mobile Numbers to the Toll Free Numbers of the Access Seeker, CelcomDigi shall:
  - (i) retain the local call charge levied on its originating Mobile Number; and
  - (ii) charge the Access Seeker, the Mobile Network Origination Charge,

while the other revenues generated by the call shall be retained by the Access Seeker.

**TABLE 3B(I): CHARGES FOR MOBILE NETWORK ORIGINATION SERVICE**

<b>Interconnect Chargeable Calls: Mobile Network Origination Service from the Access Provider's Mobile Network</b>			
<b>Type of Charge</b>	<b>Sen per minute, 24 hour weighted average</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
National	0.68	0.38	0.07

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1.2 Time Units for Charging

- (a) The time units for calculating the Charges, on a call by call basis, for Call Communications are set out in **Table 3B(II) of Schedule 3B** of this RAO Agreement.

**TABLE 3B(II): TIME UNIT FOR MOBILE NETWORK ORIGINATION SERVICE**

Type Of Call	Time Units For Charging (On A Call By Call Basis)
All calls involving a mobile component	One (1) second or part thereof.

- (b) Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in six (6) decimal points for RM and four (4) decimal points for sen for the purposes of calculating the Charges.

**2. Mobile Network Termination Service**

- 2.1 Mobile Network Termination Service supplied will only to the extent necessary, be subject to the Charges listed in **Table 3B(III) of Schedule 3B** of this RAO Agreement for carriage of voice Call Communications (including facsimile) only and will include International Inbound Calls. For the purposes of clarification, all other Services not listed in **Table 3B(III) of Schedule 3B** of this RAO Agreement are to be provided at negotiated charges.

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**Table 3B(III): CHARGES FOR MOBILE NETWORK TERMINATION SERVICE**

<b>Interconnect Chargeable Calls: Mobile Network Termination Service to the Access Provider's Mobile Network</b>			
<b>Type of Charge</b>	<b>Sen per minute, 24 hour weighted average</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
National	0.68	0.38	0.07

2.2 Time Units for Charging

The time units for calculating the Charges for Mobile Network Termination Service on a call-by-call basis, for Call Communications are set out in **Table 3B(IV) of Schedule 3B** of this RAO Agreement.

**TABLE 3B(IV): TIME UNIT FOR MOBILE NETWORK TERMINATION SERVICE**

<b>TYPE OF CALL</b>	<b>TIME UNITS FOR CHARGING (On a call by call basis)</b>
All calls involving a mobile component	One (1) second or part thereof.

Where the charging unit is smaller than a minute, the rate for each unit shall be expressed in six (6) decimal points for RM and four (4) decimal points for sen for the purposes of calculating the Charges.

2.3 Mobile Network SMS Termination Service Charges, is set out in **Table 3B(V) of Schedule 3B** of this RAO Agreement, shall be based on Chargeable SMS Communications.

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**TABLE 3B(V): SMS TERMINATION CHARGES**

Type Of Handover	SMS Termination Charges
Mutually agreed dedicated POI	5 sen per SMS

2.4 The MMS charges are specifically detailed in **Table 3B(VI) of Schedule 3B** of this RAO Agreement.

**TABLE 3B(VI): MMS CHARGES**

Type of Handover	MMS Charge
Mutually agreed handover point	15 sen MMS Communication sent which may be mutually reviewed from time to time.

2.5 The Operators agree that a SMS Communication or a MMS Communication is deemed sent and the Charge referred to in **Table 3B(VI) of Schedule 3B** of this RAO Agreement is payable when the SMS Communication or MMS Communication which originate from the Access Seeker's Customer's mobile phone are routed through its Network and terminates at CelcomDigi's Network, regardless of whether the SMS Communication or MMS Communication is successfully delivered to the CelcomDigi's customer mobile phone.

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## **SCHEDULE 3C**

### **INTERCONNECT LINK SERVICES**

#### **1. Charges and Charging Principles**

##### 1.1 Charges

Interconnect Link Services supplied by CelcomDigi shall, be subject to the Charges listed in **Tables 3C(I), Table 3C(II), Table 3C(III), Table 3C(IV) and Table 3C(V), of Schedule 3C** of this RAO Agreement.

##### 1.2 Charging Principles

- (a) The Access Seeker will not be entitled to terminate a lease for a Interconnect Link Service circuit in the first year.
- (b) At the end of each one (1) year period of the lease of a Interconnect Link Service circuit the lease will be automatically renewed for the same duration unless the Access Seeker gives a written notice to CelcomDigi, three (3) months prior to the expiry of the lease, stating its intention not to renew the lease.
- (c) If the Access Seeker terminates the lease for an Interconnect Link Service circuit in the first year, the Access Seeker shall pay the applicable charges for the minimum period of 1 year irrespective of duration of use. After the first year, the Access Seeker may terminate the lease of an Interconnect Link Service circuit by providing CelcomDigi three (3) months prior written notice. Any advance payment for the unutilized portion of the lease

of an Interconnect Link Service circuit that is terminated  
will be refunded on a pro-rated basis.

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**CHARGES FOR INTERCONNECT LINK SERVICE**

**TABLE 3C(I): CABLE RENTAL CHARGE (IN-SPAN INTERCONNECTION)**

	Ringgit Malaysia per month		
	2023	2024	2025
For each pair of fibre cable: Link employing a fibre cable (per km)	52.60	49.90	47.40

**TABLE 3C(II): INTERCONNECT CONDITIONING CHARGES**

	Ringgit Malaysia per circuit per year
	2Mbps
DTS Originating/Terminating Capacity Charges	1,200
Testing and Other Resource Charges	To be agreed between Operators on a case by case basis.

**TABLE 3C(III): INSTALLATION CHARGE (FULL-SPAN INTERCONNECTION)**

	Ringgit Malaysia per month		
	2023	2024	2025
Installation (non-recurring charge)	2,327	2,397	2,469

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**CABLE RENTAL CHARGE (FULL-SPAN INTERCONNECTION)  
comprises of one Trunk Segment and two Tail Segments)**

**Trunk Segment**

**TABLE 3C(IV): TRUNK TRANSMISSION Within Peninsular Malaysia and within Sabah and Sarawak**

Within Peninsular Malaysia and within Sabah and Sarawak	Ringgit Malaysia per month		
	2023	2024	2025
10 Mbps	52	34	15
100 Mbps	524	338	152
200 Mbps	1,049	677	305
500 Mbps	2,622	1,692	762
750 Mbps	3,932	2,538	1,143
1 Gbps	5,357	3,440	1,524
3 Gbps	16,071	10,322	4,572
5 Gbps	26,785	17,203	7,620
6 Gbps	32,142	20,643	9,145
7 Gbps	37,499	24,084	10,669
8 Gbps	42,856	27,524	12,193
9 Gbps	48,213	30,965	13,717
10 Gbps	53,570	34,405	15,241
Installation (non-recurring charge)	2,738	2,820	2,905

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**TABLE 3C(V): Trunk Transmission Service Between Peninsular Malaysia and Sabah and Sarawak**

Between Peninsular Malaysia and Sabah and Sarawak	Ringgit Malaysia per month		
	2023	2024	2025
10 Mbps	224	134	43
100 Mbps	2,242	1,336	429
200 Mbps	4,485	2,671	858
500 Mbps	11,212	6,678	2,145
750 Mbps	16,817	10,017	3,217
1 Gbps	22,927	13,608	4,290
3 Gbps	68,782	40,826	12,869
5 Gbps	114,632	68,040	21,448
6 Gbps	137,559	81,648	25,738
7 Gbps	160,485	95,256	30,028
8 Gbps	183,411	108,864	34,317
9 Gbps	206,338	122,472	38,607
10 Gbps	229,264	136,080	42,897
Installation (non-recurring charge)	2,738	2,820	2,905

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## **Tail Segment**

**TABLE 3C(VI): WHOLESALE LOCAL LEASED CIRCUIT**

<b>Nationwide</b>	<b>Ringgit Malaysia per month</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
Below 1 Mbps	43	35	0
From 1 Mbps to 1 Gbps	492	392	291
From 1 Gbps to 10 Gbps	10,119	5,370	620
From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	817	746	675
Installation (non-recurring charge)	3,422	3,525	3,631

### **Notes:**

- (i) The above charges do not apply to the pair of active physical fibre core which is used for back-up purposes.
- (ii) Rates for services other than those specified in **Table 3C(I), Table 3C(II), Table 3C(III), Table 3C(IV), Table 3C(V) and Table 3C(VI) of Schedule 3C** of this RAO Agreement shall be agreed upon by the Operators.

[The remainder of this page is intentionally left blank]

## **SCHEDULE 3D**

### **TRUNK TRANSMISSION SERVICE**

#### **1.1 Charges**

Trunk Transmission Services supplied by CelcomDigi shall, be subject to the Charges listed in **Tables 3D(I) and Table 3D(II) of/ Schedule 3D** of this RAO Agreement.

#### **1.2 Charging Principles**

- (a) The Access Seeker will not be entitled to terminate a lease for a Trunk Transmission Service circuit in the first year.
- (b) At the end of each one (1) year period of the lease of a Trunk Transmission Service circuit the lease will be automatically renewed for the same duration unless the Access Seeker gives a written notice to CelcomDigi, three (3) months prior to the expiry of the lease, stating its intention not to renew the lease.
- (c) If the Access Seeker terminates the lease for a Trunk Transmission Service circuit in the first year, the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of duration of use. After the first year, the Access Seeker may terminate the lease of a Trunk Transmission Service circuit by providing CelcomDigi three (3) months prior written notice. Any advance payment for the unutilized portion of the lease of a Trunk Transmission Service circuit that is terminated will be refunded on a pro-rated basis.

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**TABLE 3D(I): TRUNK TRANSMISSION Within Peninsular Malaysia and within Sabah and Sarawak**

Within Peninsular Malaysia and within Sabah and Sarawak	Ringgit Malaysia per month		
	2023	2024	2025
10 Mbps	52	34	15
100 Mbps	524	338	152
200 Mbps	1,049	677	305
500 Mbps	2,622	1,692	762
750 Mbps	3,932	2,538	1,143
1 Gbps	5,357	3,440	1,524
3 Gbps	16,071	10,322	4,572
5 Gbps	26,785	17,203	7,620
6 Gbps	32,142	20,643	9,145
7 Gbps	37,499	24,084	10,669
8 Gbps	42,856	27,524	12,193
9 Gbps	48,213	30,965	13,717
10 Gbps	53,570	34,405	15,241
Installation (non-recurring charge)	2,738	2,820	2,905

**TABLE 3D(II): TRUNK TRANSMISSION SERVICE Between Peninsular Malaysia and Sabah and Sarawak**

Between Peninsular Malaysia and Sabah and Sarawak	Ringgit Malaysia per month		
	2023	2024	2025
10 Mbps	224	134	43
100 Mbps	2,242	1,336	429
200 Mbps	4,485	2,671	858
500 Mbps	11,212	6,678	2,145
750 Mbps	16,817	10,017	3,217
1 Gbps	22,927	13,608	4,290
3 Gbps	68,782	40,826	12,869
5 Gbps	114,632	68,040	21,448
6 Gbps	137,559	81,648	25,738
7 Gbps	160,485	95,256	30,028

<b>Between Peninsular Malaysia and Sabah and Sarawak</b>	<b>Ringgit Malaysia per month</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
8 Gbps	183,411	108,864	34,317
9 Gbps	206,338	122,472	38,607
10 Gbps	229,264	136,080	42,897
Installation (non-recurring charge)	2,738	2,820	2,905

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## **SCHEDULE 3E**

### **WHOLESALE LOCAL LEASED CIRCUIT SERVICE**

#### **1.1 Charges**

Wholesale Leased Circuit Services supplied by CelcomDigi shall, be subject to the Charges listed in **Tables 3E(I)** of **Schedule 3E of this RAO Agreement**.

#### **1.2 Charging Principles**

- (a) The Access Seeker will not be entitled to terminate a lease for a Wholesale Leased Circuit Service in the first year.
- (b) At the end of each one (1) year period of the lease of a Wholesale Leased Circuit Service the lease will be automatically renewed for the same duration unless the Access Seeker gives a written notice to CelcomDigi, three (3) months prior to the expiry of the lease, stating its intention not to renew the lease.
- (c) If the Access Seeker terminates the lease for a Wholesale Leased Circuit Service in the first year, the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of duration of use. After the first year, the Access Seeker may terminate the lease of a Wholesale Leased Circuit Service by providing CelcomDigi three (3) months prior written notice. Any advance payment for the unutilized portion of the lease of a Wholesale Leased Circuit Service that is terminated will be refunded on a pro-rated basis.

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**TABLE 3E(I): WHOLESALE LOCAL LEASED CIRCUIT**

Nationwide	Ringgit Malaysia per month		
	2023	2024	2025
Below 1 Mbps	43	35	0
From 1 Mbps to 1 Gbps	492	392	291
From 1 Gbps to 10 Gbps	10,119	5,370	620
From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	817	746	675
Installation (non-recurring charge)	3,422	3,525	3,631

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## **SCHEDULE 3F**

### **END-TO-END TRANSMISSION SERVICE**

#### **1.1 Charges**

End-to-End Transmission Services supplied by CelcomDigi shall, be subject to the Charges listed in **Tables 3F(I)** of **Schedule 3F** of this RAO Agreement.

#### **1.2 Charging Principles**

- (a) The Access Seeker will not be entitled to terminate a lease for each End-to-End Transmission Service circuit in the first year.
- (b) At the end of each one (1) year period of the lease of an End-to-End Transmission Service circuit the lease will be automatically renewed for the same duration unless the Access Seeker gives a written notice to CelcomDigi, three (3) months prior to the expiry of the lease, stating its intention not to renew the lease.
- (c) If the Access Seeker terminates the lease for an End-to-End Transmission Service circuit in the first year, the Access Seeker shall pay the applicable charges for the minimum period of one (1) year irrespective of duration of use. After the first year, the Access Seeker may terminate the lease of an End-to-End Transmission Service circuit by providing CelcomDigi three (3) months prior written notice. Any advance payment for the unutilized portion of the lease of an End-to-End Transmission Service circuit that is terminated will be refunded on a pro-rated basis.

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**TABLE 3F(I): END-TO-END TRANSMISSION SERVICE**

**One Time Charge**

	<b>2023</b>	<b>2024</b>	<b>2025</b>
Installation	6,571	6,768	6,971

**Recurring Charges**

<b>Within Peninsular Malaysia and within Sabah and Sarawak</b>	<b>Ringgit Malaysia per month</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
1 Mbps	82	55	0
10 Mbps	1,037	817	598
100 Mbps	1,508	1,122	735
200 Mbps	2,033	1,460	888
500 Mbps	3,606	2,476	1,345
750 Mbps	4,917	3,321	1,726
1 Gbps	6,561	4,663	2,765
3 Gbps	17,669	11,741	5,813
5 Gbps	28,383	18,622	8,861
6 Gbps	33,977	22,181	10,385
7 Gbps	39,571	25,740	11,909
8 Gbps	45,165	29,299	13,433
9 Gbps	50,759	32,858	14,957
10 Gbps	56,353	36,417	16,482

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<b>Between Peninsular Malaysia and Sabah and Sarawak</b>	<b>Ringgit Malaysia per month</b>		
	<b>2023</b>	<b>2024</b>	<b>2025</b>
1 Mbps	95	59	0
10 Mbps	1,209	917	626
100 Mbps	3,227	2,119	1,012
200 Mbps	5,469	3,455	1,441
500 Mbps	12,196	7,462	2,728
750 Mbps	17,801	10,801	3,800
1 Gbps	24,130	14,830	5,530
3 Gbps	70,377	42,243	14,110
5 Gbps	116,230	69,460	22,689
6 Gbps	139,394	83,186	26,979
7 Gbps	162,557	96,913	31,268
8 Gbps	185,720	110,639	35,558
9 Gbps	208,884	124,366	39,848
10 Gbps	232,047	138,092	44,137

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## SCHEDULE 3G

### NETWORK CO-LOCATION SERVICE

The Charge below for Network Co-Location Service shall be for physical co-location for space, environmental services (heat, light, ventilation and air-conditioning), security, and maintenance at switching sites, earth stations and exchange buildings.

<b>Physical Co-Location</b>	<b>Ringgit Malaysia per square metre per year</b>
Space (including services)	233.00

In the event that there is an increase in utility tariff / rates, CelcomDigi shall be entitled to revise the Charge by giving three (3) months written notice which notice shall set out the basis for the revision. The revised Charge shall take effect at the expiry of the three (3) months written notice.

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## **SCHEDULE 3H**

### **MVNO ACCESS SERVICE**

#### **Charges and Charging Principles**

1. The applicable Charges for MVNO Access shall be commercially negotiated and agreed between CelcomDigi and the Access Seeker. Any final agreement on Charges for MVNO Access shall be dependent on multiple conditions and principles including without limitation the following key considerations:-
  - a) Type and operating model of the MVNO Access;
  - b) Type of product and services offering (over and above the above products and services) requested by the Access Seeker and the complexity thereof;
  - c) Types of third party products (not offered by CelcomDigi ) and content services requested by the Access Seeker;
  - d) Additional customization efforts for system interoperability;
  - e) Geographical service coverage and locations requested by the Access Seeker;
  - f) Any other specific or particular service requirements as may be requested by the Access Seeker.
  
2. Table 3G(i) and 3G(ii) outline the indicative reference Charges for MVNO Access but final pricing shall be subject to negotiations and mutual agreement between CelcomDigi and the Access Seeker guided by conditions, incentives and principles set out above. For the purposes of clarification, all

other MVNO Access Services not listed in Table 3G(I) and 3G(II) below are negotiated charges.

**Table 3G(I): One-Time Charges**

Description	Charges (RM)
Network Set-up, Integration and Upgrade Costs	To be agreed on case-by-case basis

**TABLE 3G(II): Recurring Charges for MVNO Access Service**

Type of Service	Measurement	MVNO wholesale rate (based on Volume Tiers)
Domestic Voice On - net	Per Minute Call	Up to 9 sen
Domestic Voice Off- net	Per Minute Call	Up to 12 sen
Domestic SMS On – net	Per SMS	Up to 4 sen
Domestic SMS Off – net	Per SMS	Up to 6 sen
Domestic MMS On – net	Per MMS	Up to 20 sen
Domestic MMS Off – net	Per MMS	Up to 25 sen
Domestic Data	Per GB	Up to RM19

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### **SCHEDULE 3I**

#### **INFRASTRUCTURE SHARING**

#### **Charges And Charging Principles**

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

#### **Table A: Indicative Tower Charges**

##### **Recurring Charges for Peninsular Malaysia**

<b>TOWER HEIGHT (Feet)</b>	<b>PENINSULAR RM/month</b>	<b>ISLAND RM/month</b>
150	4,223	4,856
200	5,837	6,713
250	6,210	7,142
300	7,935	9,125
350	10,005	11,506
400	11,385	13,093

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**Table B: Indicative Tower Charges**

**Recurring Charges for Sabah**

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

**Table C: East Malaysia Zoning Category**

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

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

- (a) Site maintenance and housekeeping;
- (b) Tower maintenance;
- (c) Physical access to site;
- (d) Site security such as guards for manned station and fencing and pad lock for unmanned station;



- (e) Routine maintenance of access roads;
- (f) Other costs such as tower permit and quit rent, site survey, equipment installation, provision of space for cabin, outdoor equipment and space required for cable gantry connecting to the tower and generator set, etc.

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

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## **SCHEDULE 4**

### **DEFINITION AND RULES OF INTERPRETATION**

The meanings to words, phrases and expressions used in the RAO Agreement shall carry the same meaning and be interpreted based on the rules of interpretation as set out in Part G of this CelcomDigi Reference Access Offer Version Number 1.0 dated 19 May 2023 which shall be incorporated into this RAO Agreement by reference. Notwithstanding the foregoing, where a word or phrase or expression used in the RAO Agreement is given a specific meaning in or by the context of the RAO Agreement, such word, phrase or expression shall bear such meaning notwithstanding the contents of Part G of the CelcomDigi Reference Access Offer Version Number 1.0 dated 19 May 2023

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have caused this RAO Agreement to be executed by their duly authorized representatives on the date first above written.

SIGNED by )  
for and on behalf of )  
**Celcom Berhad** )  
**(formerly known as Celcom Axiata Berhad)** )  
in the presence of: .....  
Name:  
NRIC No:  
Designation:

.....  
Witnessed by:  
Name:  
NRIC No:

SIGNED by )  
for and on behalf of )  
**Celcom Networks Sdn. Bhd.** )  
in the presence of: .....  
Name:  
NRIC No:  
Designation:

.....  
Witnessed by:  
Name:  
NRIC No:

SIGNED by )  
for and on behalf of )  
**Celcom Mobile Sdn. Bhd.** )  
in the presence of: ).....

Name:  
NRIC No:  
Designation:

.....

Witnessed by:  
Name:  
NRIC No:

SIGNED by )  
for and on behalf of )  
[ ] )  
in the presence of: ).....

Name:  
NRIC No:  
Designation:

.....

Witnessed by:  
Name:  
NRIC No:

**(This is the signing page for the RAO Agreement)**

## **PART F: INDEX TO FORMS**

1. Form F.1 - Access Request (Standard Service Provisioning)
2. Form F.2 - Access Request (Fast Track Service Provisioning)
3. Form F.3 - Access Request Acceptance – CelcomDigi Reference Access Offer
4. Form F.4 - Access Request Acceptance - Negotiation
5. Form F.5 - Request for Further Information
6. Form F.6 - Access Request Rejection Notice

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**FORM F.1**  
**ACCESS REQUEST FORM**  
**(Standard Service Provisioning)**

---

**I) ACCESS SEEKER'S DETAILS**

- (a) Name of Company and Company Number:
  
  
- (b) Registered Address:
  
  
- (c) Telephone No:
  
  
- (d) Licenses in possession:
  
  
- (e) Type(s) of licensed Communications Services provided:

[ The remainder of this page is intentionally left blank ]

## **II) ACCESS SEEKER'S NOMINATED PERSONNEL DETAILS**

(a) Name of Team Leader \*:

(b) Designation :

(c) Telephone No:

(d) E-mail address:

(\* Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker subject to the final approval being given by the Board of Directors of the Access Seeker)

## **III) TECHNICAL DETAILS**

(a) Forecast of Capacity required:

- (b) QoS required:
- (c) Technical Information on Interface Standards:
  
- (d) Network and functionality of Services:

#### **IV) TYPES OF SERVICES**

- (a) Services and expected Ready For Service Date:

#### **V) CREDITWORTHINESS**

- (a) Audited Accounts (provided that it predates no more than 3 months from this Access Request Form);
- (b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or
- (c) Other documents.

#### **VI) INSURANCE**

The types of insurance currently maintained:

- (a) Types of insurance:



(b) Names of insurer:

(c) Reference Nos:

(d) Interests insured:

(e) Parties insured:

(f) Amount insured:

(g) Period of validity:

## **VII) SECURITY REQUIREMENTS**

Types of security offered:

(a) Cash:

(b) Bond:

(c) Bank Guarantee:

[ The remainder of this page is intentionally left blank ]

**IX) ACCEPTANCE OR REJECTION OF STANDARD RAO TERMS**

Please select one:

- We accept provision of access by CelcomDigi to the Facilities and Services described in Schedule 2 of Part E of the CelcomDigi Reference Access Offer Version Number 1.0 dated 19 May 2023 in accordance with the terms and conditions in RAO Agreement.
- We wish to negotiate an Access Agreement.

Dated this      day of      20

Yours faithfully,

-----

Name:

NRIC No.:

Designation:

Company stamp.

[ The remainder of this page is intentionally left blank ]

**FORM F.2**  
**ACCESS REQUEST FORM**  
**(Fast Track Service Provisioning)**

---

**I) ACCESS SEEKER'S DETAILS**

(a) Name of Company and Company Number:

(b) Registered Address:

(c) Telephone No:

(d) Licenses in possession:

(e) Type(s) of licensed Communications Services provided:

**II) CREDITWORTHINESS**

- (a) Audited Accounts (provided that it predates no more than **3 months** from this Access Request Form);
- (b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or
- (c) Other documents.

**III) INSURANCE**

The types of insurance currently maintained:

- (a) Types of insurance:
- (b) Names of insurer:
- (c) Reference Nos:
- (e) Interests insured:
- (f) Parties insured:
- (g) Amount insured:
- (h) Premiums:

(i) Period of validity:

#### **IV) SECURITY**

Types of security offered:

(a) Cash:

(b) Bond:

(c) Bank Guarantee:

Dated this      day of      20

Yours faithfully,

---

Name:

NRIC No:

Designation:

Company Stamp

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

**FORM F.3**

**ACCESS REQUEST ACCEPTANCE – CELCOMDIGI REFERENCE ACCESS OFFER  
FORM**

---

We write to inform you that in respect to your Access Request dated [    ], we are willing to provide the access based on such terms and conditions set out in our RAO Agreement which is enclosed herewith for your attention.

Dated this        day of                    20

Yours faithfully,

---

Celcom Berhad (formerly known as Celcom Axiata Berhad)

---

Celcom Networks Sdn. Bhd.

---

Celcom Mobile Sdn. Bhd.

---

Digi Telecommunications Sdn. Bhd.

Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

## FORM F.4

### ACCESS REQUEST ACCEPTANCE- NEGOTIATION FORM

---

We write to inform you that in respect to your Access Request dated [ ], as you have indicated that you wish to negotiate the specific terms and conditions of the access agreement, please be informed that we are willing to enter into such negotiations wherein Part C of the CelcomDigi Reference Access Offer Version Number 1.0 dated 19 May 2023 shall apply.

In respect of these negotiations:

#### I) **CelcomDigi'S NOMINATED CONTACT PERSONNEL DETAILS**

(a) Name of Team Leader \*:

---

(b) Designation:

---

(c) Telephone No:

---

(d) Facsimille No:

---

(e) E-mail address:

---

(f) Dated of availability for Access discussions:

\_\_\_\_\_

(\* We confirm that the Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker, subject to the final approval being given by the Board of Directors of CelcomDigi.)

## II) DATE TIME AND VENUE

The first meeting to commence negotiations shall be at the following:

(a) Date: \_\_\_\_\_

(b) Time: \_\_\_\_\_

(c) Venue: \_\_\_\_\_

Dated this                    day of                    20

Yours faithfully,

\_\_\_\_\_

CELCOM BERHAD (formerly known as Celcom Axiata Berhad)

\_\_\_\_\_



Reference Access Offer  
Version Number: 2.0  
Date: 21 July 2023



Celcom Networks Sdn. Bhd.

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Celcom Mobile Sdn. Bhd.

---

Digi Telecommunications Sdn. Bhd.

**Menara CelcomDigi**, No. 6, Persiaran Barat, Seksyen 52,  
46200 Petaling Jaya, Selangor

[www.celcomdigi.com](http://www.celcomdigi.com)

**FORM F.5**

**REQUEST FOR FURTHER INFORMATION FORM**

---

We refer to your Access Request dated [ ] and write to inform you that we require the following additional information in order for us to assess your Access Request:

[Kindly specify the additional information required]

Dated this                      day of                      20

Yours faithfully,

---

Celcom Berhad (formerly known as Celcom Axiata Berhad)

---

Celcom Networks Sdn. Bhd.

---

Celcom Mobile Sdn. Bhd.

---

Digi Telecommunications Sdn. Bhd.

**FORM F.6**

**ACCESS REQUEST REJECTION NOTICE**

---

We, regret to inform you that your Access Request dated [ ] which we received on [ ] has been rejected.

**I) GROUNDS OF REJECTION**

[ ]

**II) MEETING TO DISCUSS REJECTION**

The date, place and time at which you may meet to discuss our decision is as follows:

(a) Date: \_\_\_\_\_

(b) Time: \_\_\_\_\_

(c) Venue: \_\_\_\_\_

**III) CelcomDigi 'S REPRESENTATIVES FOR MEETING**

(a) Names:

(b) Designation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated this                    day of                    20

Yours faithfully,

---

Celcom Berhad (formerly known as Celcom Axiata Berhad)

---

Celcom Networks Sdn. Bhd.

---

Celcom Mobile Sdn. Bhd.

---

Digi Telecommunications Sdn. Bhd.

## **PART G: DEFINITION AND RULES OF INTERPRETATION**

This **Part G** contains the meanings to words, phrases and expressions used in this CelcomDigi RAO. Notwithstanding the foregoing, where a word or phrase or expression used in this CelcomDigi RAO is given a specific meaning in or by the context of this CelcomDigi RAO, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Part G**.

### **Section 1 Definition**

**“Access Agreement”** means an agreement entered into between CelcomDigi and an access seeker pursuant to which CelcomDigi agrees to provide access to an access seeker in accordance with the terms contained in such agreement.

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

**“Access Request”** means a request for access to network facilities or network services not specified in the RAO Agreement which is made by the Access Seeker to CelcomDigi and containing the information in **Section 2 of Part C of this CelcomDigi RAO**.

**“Access Seeker”** means a network facilities provider, a network service provider, an applications service provider or a content applications service provider who is a licensee as defined in the CMA and makes a written request for access to Facilities and/or Services or is being provided with Facilities and/or Services by CelcomDigi under the RAO Agreement.

“**Billing Cycle**” means the regular periodic basis on which CelcomDigi shall issue Invoices for the supply of access to Facilities and/or Services during each Billing Period

“**Billing Dispute**” means the dispute of an Invoice issued by one party to the other party, which is made in good faith.

“**Billing Dispute Escalation Procedure**” has the meaning given in **Subsection 20.6(k) of the RAO Agreement**.

“**Billing Dispute Notice**” means the written notification made by an Operator to the other Operator in relation to a Billing Dispute in accordance with **Subsection 20.6(d) of the RAO Agreement**.

“**Billing Dispute Notification Period**” means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that invoice.

“**Billing Period**” means the period over which the supply of access to Facilities and/or Services is measured for the purposes of billing as contemplated in **Subsection 9.1(b) of the RAO Agreement**, which shall unless specified in **Schedule 2 of the RAO Agreement** in respect of a Facility and/or Service be no more than one month and in accordance with the relevant calendar month, unless otherwise agreed between CelcomDigi and the Access Seeker.

“**Billing Representative**” means a representative of each Operator appointed by each Operator.

“**Billing System**” means a system to issue Invoices relating to Charges payable by each Operator under the RAO Agreement.

**“Business Day”** means a day other than the following days:

- (a) a Saturday and Sunday;
- (b) in states where Friday is observed as the weekly holiday, a Thursday and Friday; or
- (c) a day which is lawfully observed as a national public holiday in any State in Malaysia or throughout Malaysia.

**“Call Communication”** means a Communication including a message communication from or to, or involving (in whole or in part) a Fixed Number, A Mobile Number or IP address for use in the operation of an Operator’s Network whereby:

- (a) such Fixed Number, Mobile Number or IP address is allocated by the Commission to the Operator in accordance with the respective Operator’s Licence and in accordance with the CMA;
- (b) such Mobile Number is allocated by the Commission to the Operator’s MVNO in accordance with the MVNO’s licence and in accordance with the CMA or by the Operator to the Operator’s MVNO;
- (c) such Mobile Numbers have been ported to the Operator and/or the Operator’s MVNO pursuant to Mobile Number Portability; and/or
- (d) such Mobile Numbers roaming (whether domestic or international) on an Operator’s Mobile Network.

**“Called Party”** means the Fixed Number, Mobile Number or person to which or to whom a Call Communication is made.

**“Calling Party”** means a Customer who originates a Call Communication or, where applicable, the Customer who is billed or is obliged to pay for the Call Communication or, in the case of an International Inbound Call, the person originating the Call Communication.

**“CDR”** means Call Data Record.

**“Capacity Allocation Policy”** is described in **Subsection 2.32 of Part C of this CelcomDigi RAO.**

**“CelcomDigi RAO”** the Reference Access Offer of Celcom Berhad (formerly known as Celcom Axiata Berhad), Celcom Mobile Sdn Bhd and Celcom Networks Sdn Bhd, version number 1.0 dated 19 May 2023 and includes the latest iteration of the same.

**“Central Clearing House”** means the third party appointed by the Commission to manage the centralised service for Mobile Number Portability to facilitate the message exchanges between all operators and to maintain a database of ported Mobile Numbers.

**“Charges”** means the sums payable by the Access Seeker to CelcomDigi for accessing and/or being provided the Facilities and/or Services.

**“Churn”** means the processes which are required to be carried out by the Operators in relation to the provision of Services and transfer of Customers, whenever a Customer requests for a transfer from the Access Seeker who has been providing the said Customer with one or more services (Releasing Service Provider) to another operator (Gaining Service Provider).

**“Change Notice”** has the meaning given to it in **Subsection 2.3 of Schedule 1F of the RAO Agreement.**



**“Chargeable SMS Communications”** shall refer only to Successful SMS Communications but shall exclude Unchargeable SMS Communications.

**“CLI”** or **“calling line identification”** means the information generated from the Network capability which identifies and forwards through the Network, the Access Seeker’s or CelcomDigi’s calling number, as the case may be.

**“Closed Number Area”** means a set of digit(s) beginning with the trunk prefix “0” which forms the first part of a national number, and which indicates the defined geographical area within Malaysia where the Customer’s fixed number is located, provided always that “09” in the states of Pahang, Terengganu and Kelantan will be treated as one Closed Number Area, “082” to “086” in the state of Sarawak will be treated as one Closed Number Area and “087” to “089” in the state of Sabah will be treated as one Closed Number Area.

**“Common Channel Signalling No. 7”** or **“CCS7”** means the PSTN Fixed Network and Mobile Network protocol for exchanging signalling messages to set-up Call Communications between Operators.

**“Commission”** means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

**“Communication Attempt”** means the activity associated with setting up a Communication which may or may not be successful.

**“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 a Communication Attempt.

**“Communication Information”** means information in respect of Communications made during the Billing Period which may include but not be limited to:

- (a) calling number and, if it is different, the billing number;
- (b) the called number;
- (c) the day on which the Communication was made;
- (d) the time of commencement of the Communication;
- (e) the duration of the chargeable Communication (including Interconnect Chargeable Calls, Successful SMS Communications and chargeable Communication Attempt) time and, in the case of non-PSTN communications, all other applicable charging parameters;
- (f) the fee if any charged by CelcomDigi for use of its Network to accommodate the Communication, separately identifying each of the charge elements specified in the RAO Agreement;
- (g) the routing information relating to the POI/POP at which Communications from the Operator’s Network entered or left the other Operator’s Network; and
- (h) whether the Communication was successfully completed, or, if any such information is technically unavailable to an Operator pending implementation of appropriate information recording systems, such other relevant available information reasonably requested by the other Operator.

**“Communications Service”** means the network facilities, network services, application services and/or content application services provided by CelcomDigi, Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor [www.celcomdigi.com](http://www.celcomdigi.com)

as the case may be, under the RAO Agreement pursuant to its Licence(s) under the CMA.

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

**“Confidentiality Agreement”** means a confidentiality agreement annexed in **Part D of this CelcomDigi RAO**, to be executed by the Access Seeker and any other access seeker seeking access to and use of the Facilities and Services of CelcomDigi.

**“Confidential Information”** means all information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the Disclosing Party but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of the RAO Agreement);
- (b) information rightfully received by the Receiving Party from a third person without a duty of confidentiality being owed to the third person, except where the Receiving Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party;
- (c) information which has been independently developed by the Receiving Party; or
- (d) information required by law or the business rules of any stock exchange to be disclosed, provided that: (i) the Receiving Party, gives **24 hours’** notice to the Disclosing Party to the particulars of the required disclosure; and (ii)

the Receiving Party provides the Disclosing Party with all assistance reasonably required by the Disclosing Party (at the Disclosing Party's cost) to enable the Disclosing Party to take any steps available to it to prevent that disclosure or to ensure that it occurs subject to a reasonable obligation of confidence.

**“Creditworthiness Information”** means the information required by CelcomDigi to assess the creditworthiness of the Access Seeker which are more particularly described in **Section 6 of Part C of this CelcomDigi RAO**.

**“Customer”** means, an end-user having a contractual relationship with the Access Seeker for the provision of Communications Services unless otherwise provided in this Agreement.

**“DLS”** means a digital local switch installed in the respective Operator's PSTN Fixed Network.

**“DTS”** means the digital trunk switch installed in the respective Operator's PSTN Fixed Network.

**“Determination”** means any lawful determination made by the Commission and/or Minister, pursuant to the CMA.

**“Direction”** means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the CMA.

**“Disclosing Party”** means the party disclosing the Confidential Information.

**“Dispute Resolution Procedures”** means the procedure outlined in **Section 20 of the RAO Agreement**.

**“Double tandem origination charge”** means the Charge payable to CelcomDigi for the use of its PSTN Fixed Network where a CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) outside the Calling Party’s Home Area.

**“Double tandem origination charge using Submarine Cable”** means the Charge payable to CelcomDigi for the use of its PSTN Fixed Network where a CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) outside the Calling Party’s Home Area and makes use of the submarine cable between Peninsular Malaysia and East Malaysia.

**“Double tandem termination charge”** means the Charge payable to CelcomDigi for the use of its PSTN Fixed Network where: (a) the Called Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to CelcomDigi for call termination; or (b) in relation to the ‘09’ Closed Number Area, the Called Party is in a different State from the POI/POP at which the Call Communication is handed over to CelcomDigi for call termination.

**“Double tandem termination charge using Submarine Cable”** means the Charge payable to the Access Provider for the use of its Fixed Network when the Called Party is in a different Closed Number Area from the POI/POP at which the Call Communication is handed over to the Access Provider for call termination and use is made of the submarine cable between East and West Malaysia at the cost of the Access Provider;

**“Due Date”** means, in respect of an Invoice, no less than one month from the date of receipt of an Invoice.

**“EI”** means a unit of 2Mbps of capacity.

**“Effective Call”** means a call in which the calling exchange line is in connection with the called exchange line and communication may proceed.

**“Effective Date”** means the date on which the relevant portions of the RAO Agreement requiring registration is duly registered with the Commission under **section 150 of the CMA** in its entirety.

**“End-to-End Transmission Service”** has the meaning as described in **Subsection 2.1 of Schedule 2F of the RAO Agreement**.

**“Effective Local Call”** means an Effective Call between two (2) exchange lines which are:

- (a) connected to the same DLS;
- (b) connected to DLS’ within the same charge area; or
- (c) connected to DLS’ which are in an adjacent charge area. For the purposes of this definition, **“charge area”** shall be as defined or set out in the Telephone Area.

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

**“Facilities”** means both Regulated Facilities and Non-Regulated Facilities.

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

**“Facility and/or Service Change”** has the meaning as described in **Subsection 2.2(b)(ii) of Schedule 1F the RAO Agreement**.

**“Far end Handover”** means:

(a) in relation to calls terminating on the Fixed Network, the delivery of calls to a POI/POP within the same Closed Number Area where the call is to be terminated; and

(b) in relation to calls terminating on the Mobile Network, the delivery of calls to a POI/POP which is in the Home Area of the called number and which is nearest to the location of the called number as requested by the Access Seeker or as mutually agreed between the Operators.

**“Fixed Network”** means network facilities and/or network services comprising the PSTN and/or networks based on Internet Protocols for the provision of Communications by guided electromagnetic energy or by point-to-point unguided electromagnetic energy.

**“Fixed Network Origination Service”** means a Service for the carriage of Call Communications to a POI/POP from a Calling Party directly connected to CelcomDigi’s Fixed Network and which is more particularly described in **Schedule 2A of the RAO Agreement**.

**“Fixed Network Termination Service”** means a Service for the carriage of Call Communication from a POI/POP to a Called Party directly connected to CelcomDigi’s Fixed Network and which is more particularly described in **Schedule 2A of the RAO Agreement**.

**“Fixed Number”** means:

(a) a PSTN and/or ISDN number directly connected to the exchanges of either Operator, as the case may be; and/or

- (b) TSoIP Telephony Number, but does not include the Mobile Numbers of the Operators.

**“Force Majeure”** means any of the following events or circumstances (provided such events or circumstances are not the result of an inability to make payment nor includes the inability or failure to make payment nor include any event that can be remedied or mitigated by the taking of reasonable action) that are beyond the reasonable control of the affected Operator, to the extent that such events or circumstances make impossible the performance by such Operator of any of its duties and obligations or cause a Party to breach a representation, warranty or obligation:

- (a) any acts, orders, decisions or decrees of any Governmental Entity which materially affect such Party's ability to perform its obligations;
- (b) enactments of or changes in any Laws that materially affect such Operator's ability to perform its obligations;
- (c) Acts of God, including, without limitation, volcanic activity, earthquakes, drought, tornadoes, hurricanes, floods, sinkholes, landslides, tsunamis, epidemic and pandemic;
- (d) acts of war, terrorism, effects of nuclear radiation, insurrections, riots, political unrest and other acts of third parties; and
- (e) any action or failure to act without justifiable cause by any duly authorised authority including the denial of, or delay in, without justifiable cause the granting of or renewal on substantially similar terms, any approvals, authorisations or licenses upon due application therefore despite the



exercise of diligent effort by applicant; provided that a “Force Majeure” shall not include any delays or failures of an Operator caused by the following:

- (i) the acts of the other Party; or
- (ii) the failure by the other Operator to perform any acts required by the RAO Agreement or any other relevant agreement between the Operators.

**“Foreign Operator”** means a telecommunications operator who is the holder of a valid licence for the provision of communication services in a foreign country.

**“Forecast”** means a forecast made by the Access Seeker referred to in **Subsection 2.1 of Schedule 1B of the RAO Agreement**.

**“Forecast Information”** means the information to be provided by the Access Seeker as referred to in **Subsection 2.2 of Schedule 1B the RAO Agreement**.

**“Forecast Request”** means a request by CelcomDigi for Forecast Information from the Access Seeker, as described in **Subsection 2.2 of Schedule 1B the RAO Agreement**.

**“Freephone Number”** means numbers currently denoted by the number range commencing with ‘1800’ but also including such other number ranges agreed to or directed by the Commission, where the called party bears all call Charges.

**“Freephone 1800 Services”** means the services utilising Freephone Numbers.

**“Functionality Change”** has the meaning as described in **Subsection 2.2(e) of Schedule 1F of the RAO Agreement**.

**“Full Span Interconnection”** means the physical connection to establish a POI between CelcomDigi and the Access Seeker’s premises, where the link between CelcomDigi and the Access Seeker’s premises is provided and maintained by CelcomDigi.

**“Gaining Service Provider”** means the Access Seeker or the Access Seeker’s MVNO to whom CelcomDigi’s Customer requests for a transfer to be made to.

**“Gateway”** is a designated DTS or MSC or Media Gateway or SBC which:

- (a) provides operational interworking between the Operators’ Network; and
- (b) provides an agreed interface between the signalling, switching, transmission and operations systems of each Operator; and
- (c) is defined by a unique name or code; and (d) supports one or more POIs.

**“GPRS”** means General Packet Radio System.

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

**“GSM”** means Global System for Mobile.

**“Home Area”** means the defined geographical area within Malaysia where the Customer’s mobile number is registered according to the cellular mobile network operator’s respective numbering plan. For clarification purposes, such areas are the Central, Northern, Southern, Eastern, Sabah and Sarawak regions.

**“In-span Interconnection”** means the physical connection for a POI where the POI lies at some point along the physical cable linking the Operators’ Network.

**“Instrument”** means any lawful instrument which is issued by the Minister and/or Commission pursuant to the CMA.

**“Insurance Information”** means the insurance information required by CelcomDigi pursuant to **Subsection 2.14 of Part C of this CelcomDigi RAO**.

**“Integrated Services Digital Network” or “ISDN”** means an integrated service Network that provides digital connection between user-Network interface in accordance with the relevant ITU recommendations.

**“Interconnection”** means interconnection of the Operators’ Networks for the purposes of CelcomDigi providing access to Facilities and/or Services to the Access Seeker in relation to a Call Communication via a POI/POP and using agreed interfaces and signalling systems.

**“Interconnect Chargeable Calls”** includes Successful Calls.

**“Interconnect Conditioning”** means the conditioning, equipping and installation of facilities at CelcomDigi’s Gateway to enable the provision of one or more Services.

**“Interconnect Link Service”** has the meaning ascribed in **Section III of Part A of the Terms and Conditions for Regulated Facilities and/or Services**.

**“Interconnection Service”** is the provision by CelcomDigi of Interconnect Conditioning, Interconnect Link Service, Network Conditioning and Network Capacity to enable, or for use in the carriage of Interconnect Traffic to and from a POI/POP.

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

**“Interconnect Support”** means the maintenance and operation of Interconnect Link Service, Network Capacity and the equipment and facilities in CelcomDigi’s Network (including, but not limited to, its Gateways) to support the provision of one or more Interconnection Services.

**“Interconnect Traffic”** means a Call Communication traffic between the directly connected Customers of the respective Operators’ Network.

**“Interface Change”** has the meaning given to it in **Subsection 2.2(a) of Schedule 1F of the RAO Agreement**.

**“Internet Protocols” or “IP”** has the meaning given to it in paragraph 3 of the Access List Determination;

**“International Gateway”** is a designated DTS/MSC/Media Gateway/SBC which provides operational interworking between the respective Operator’s Network and the Foreign Operator. Every international gateway is defined by a unique name or code.

**“International Inbound Call”** means a Call Communication routed from a foreign destination by a Foreign Operator via an International Gateway which is destined for a Malaysian Fixed Number or Mobile Number.

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

**“Intellectual Property”** means all rights conferred under statute, common law and equity in and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information,

know-how and trade secrets and all rights and interests in them or licences to use any of them.

**“Invoice”** means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period as contemplated in **Subsection 9.1 of the RAO Agreement**.

**“IP” or “Internet Protocol”** means network-layer (Layer 2) protocol, as defined by the Internet Engineering Task Force, that contains addressing information and some control information that enables packets to be routed.

**“Invoice”** means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period as contemplated in **Subsection 9.1 of the RAO Agreement**.

**“ITU-T”** means the Telecommunications Standardisation sector of the International Telecommunications Union (previously known as CCITT).

**“Laws”** means any federal or state law, by-law, statute, code, rule, ordinance, regulation, directive, order, judgment, writ, injunction or decree.

**“Licence”** means an individual licence granted by the Minister pursuant to the CMA for Communications Services.

**“MMS”** means multimedia messaging service conforming to the standards agreed in writing by the Operators.

**“MMS Communication”** means the MMS that allows a variety of message elements to be sent to Customers of CelcomDigi and these messages may be in the form of a text, animation, photograph, sound or audio / video streaming. The Access Seeker’s Customers may compose their own messages or receive content

messages from content providers and forward these messages to Customers of the CelcomDigi.

**“MMS Termination Access Service”** shall have the meaning ascribed in **Schedule 3B of the RAO Agreement**.

**“MSC”** means a mobile switching centre and includes mobile telephone exchanges or similar switches/exchanges, depending on and in accordance with the technology standard or standards of the Mobile Network operated by the Operator.

**“Media Gateway”** means a translation unit installed in the Operators’ IP Fixed Network including Session Initiation Protocol which provides an interface between the disparate network of the Operators e.g. interface between PSTN Network and IP Network and/or Mobile Network and IP Network.

**“Message Communications”** means Communications that provide only text with or without associated images, numeric, audio clips and video clips. Examples of Message Communications include SMS and MMS.

**“Minister”** means the Minister administering the CMA.

**“Mobile local origination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network where a CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) within the Calling Party’s Home Area.

**“Mobile local termination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network for call termination from a POI/POP within the Called Party’s Home Area.

**“Mobile national origination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network where a CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) outside the Calling Party’s Home Area.

**“Mobile national termination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network for call termination from a POI/POP outside the Called Party’s Home Area.

**“Mobile national with submarine cable origination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network where a CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) outside the Calling Party’s Home Area and makes use of the submarine cable between Peninsular Malaysia and East Malaysia.

**“Mobile national with submarine cable termination charge”** means the Charge payable to CelcomDigi for the use of its Mobile Network whereby the incoming Call Communication is handed over at the POI/POP outside the Called Party’s Home Area and use is made of the submarine cable between East and West Malaysia at the cost of CelcomDigi.

**“Mobile Network”** means the network facilities and/or network services comprising the public cellular network for the provision of Call Communications.

**“Mobile Network Origination Service”** means a Service for the carriage of Call Communications to a POI/POP from a Calling Party directly connected to the Access Provider’s Mobile Network and which is more particularly described in **Schedule 2B of the RAO Agreement.**

**“Mobile Network SMS Termination Service”** shall have the meaning ascribed to it in **Schedule 3B of the RAO Agreement**.

**“Mobile Network Termination Service”** means a Service for the carriage of Call Communication from a POI/POP to a Called Party directly connected to CelcomDigi’s Mobile Network and which is more particularly described in **Schedule 2B of the RAO Agreement**.

**“Mobile Number”** means a number(s) which has been allocated under the Number Plan to a mobile operator for the provision of a public cellular service.

**“Mobile Number Portability”** means the ability for customers to change from one mobile service provider to another and the customers are able to retain their existing mobile numbers.

**“Mobile Virtual Network Operator”** or **“MVNO”** means an operator who is not a holder of a spectrum assignment and/or an apparatus assignment issued under **Chapter 1 of Part VII of the CMA** but is capable of providing public cellular services to end-users.

**“MVNO Access”** as described in **Section 2 of Schedule 2I of the RAO Agreement**.

**“Multiple SMS Communications”** refer to repetitive SMS Communications having the same content, which are sent due to the trial attempts set by the originating SMSC.

**“Near end Handover”** means:

- (a) in relation to calls originating from (for example in the case of Toll Free services and Freephone 1800 Service) or terminating on the Fixed Network,



the delivery of calls to a POI/POP within a Closed Number Area where the call originated; and

- (b) in relation to calls originating from (for example in the case of Toll Free Services and Freephone 1800 Service) or terminating on the Mobile Network, the delivery of calls to a POI/POP nearest to the location of the calling number as requested by the Access Seeker or as mutually agreed between the Operators.

**“Network”** means network facilities and/or network services comprising a system, or series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both, and in relation to an Operator, means so much of the network as is owned or operated by the Operator.

**“Network Capacity”** means equipment and facilities required to be installed in the CelcomDigi’s Network for use in the provision of one or more Facilities and/or Services but does not include Interconnect Link Service.

**“Network Co-Location Service”** has the meaning as described in **Subsection 2 of Schedule 2G of the RAO Agreement.**

**“Network Conditioning”** means the conditioning, equipping and installation of Equipment in CelcomDigi’s Network to enable the provision of Communication Services or one or more Services.

**“Non-Regulated Facilities and/or Services”** means:

- (a) network facilities and/or other facilities that are not listed in the Access List Determination; and/or

(b) network services and/or other services that are not listed in the Access List Determination, specified in the RAO Agreement which facilitates the provision of network services or applications services.

**“Notice of Acceptance”** means CelcomDigi’s notice of acceptance of an Order provided to the Access Seeker pursuant to **Subsection 2.13 of Schedule 1C of the RAO Agreement.**

**“Notice of Receipt”** means the acknowledgement of receipt of the Order from the Access Seeker, as described in **Subsection 2.6 of Schedule 1C of the RAO Agreement.**

**“Number Plan”** means the number plan adopted by the Commission, or the numbering and electronic addressing plan, subsequently, developed, issued and amended by the Commission pursuant to Chapter 2 of Part VII of the CMA for the administration, management and assignment of numbers (as defined in Section 6 of the CMA), including, but not limited to PSTN numbers and short codes.

**“Operational Support System” or OSS”** means the interactive operational support system provided, or to be provided, by CelcomDigi to the Access Seeker to perform the functions required in respect of access to Facilities and/or Services including but not limited to the service fulfilment and service assurances operational support systems.

**“Operator”** means CelcomDigi or the Access Seeker and **“Operators”** means the parties to the RAO Agreement collectively.

**“Order”** means the Order which an Access Seeker must give to CelcomDigi to obtain access to Facilities and/or Services, as described in **Subsection 2.13 of Schedule 1C of the RAO Agreement.**

**“OSS Change”** has the meaning given to it in **Subsection 2.2(d)(iii) of Schedule 1F of the RAO Agreement.**

**“Physical co-location”** means the situation where Access Seeker's transmission equipment is physically co-located at CelcomDigi 's premises. The POI lies between the Equipment CelcomDigi and the transmission equipment of the Access Seeker. The Access Seeker's transmission equipment and the interconnect link from the Access Seeker's transmission equipment to its premises is provided for and maintained by the Access Seeker.

**“Point of Interconnection” or “POI”** has the meaning as described in **paragraph 3 of the Access List Determination.**

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

**“Point of Presence” or “POP”** has the meaning given to it in **paragraph 3 of the Access List Determination.**

**“Provisional Invoice”** means an Invoice issued under **Subsection 9.3(a) of the RAO Agreement.**

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

**“Qualifying Persons”** the persons and entities described in **Part B of this CelcomDigi RAO**.

**“QoS”** means Quality of Service.

**“QoS standards”** means the QoS standards in respect of certain services set out in RAO Agreement and the documents referred to in **Schedule 1A of the RAO Agreement**.

**“RAO Agreement”** means the agreement in **Part E of this CelcomDigi RAO**, including any modification, amendment or addition thereto as may be agreed in writing between the Operators from time to time.

**“Receiving Party”** means the party receiving the Confidential Information.

**“Regulated Facilities and/or Services”** means:

- (a) network facilities and/or other facilities that are listed in the Access List Determination; and/or
- (b) network services and/or other services that are listed in the Access List Determination, specified in the RAO Agreement which facilitates the provision of network services or applications services.

**“Releasing Service Provider”** means CelcomDigi or CelcomDigi’s MVNO from whom its Customer requests a transfer.

**“Rejection Notice”** means the notice of rejection made by CelcomDigi in response to an Access Seeker’s Forecast as described in **Subsection 2.9(b)(iii) of Schedule 1B of the RAO Agreement**.

**“Relevant Change”** has the meaning given to it in **Subsection 2.2 of Schedule 1F of the RAO Agreement**, and includes any Interface Change, Facilities and/or Service Change, Network Change, OSS Change and Functionality Change.

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

**“Services”** means both Regulated Services and Non-Regulated Services.

**“Service Specific Obligation”** means the obligations which relate to specific types of Facilities and/or Services set out in **Schedule 2** of this CelcomDigi RAO.

**“Service Qualifications”** means: (a) in relation to, Interconnect Link Service, Trunk Transmission Service, Wholesale Local Leased Circuit Service, End-to-End Transmission Service, Network Co-Location Service and MVNO Access, a desk and/or field study that may be conducted under **Subsections 8.2 and 11.1 of Part C of the CelcomDigi RAO and Subsections 2.4 and 2.8 of Schedule 1C of the RAO Agreement**, and may include (where relevant) the testing of a line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order; and (b) in relation to all other Facilities and Services, includes the interrogation of CelcomDigi’s OSS to confirm availability of network facilities to fulfil an Order or proposed Order.

**“Services”** means network services and/or other services which facilitate the provision of network services or applications services, including content applications services, as listed in the Access List Determination.

**“Session Border Controller” or “SBC”** means a Voice over IP session aware device that controls real time interactive communication to a network at the borders of an IP network.

**“Session Initiation Protocol”** or **“SIP”** means a signalling protocol, widely used for setting up multimedia communication sessions such as voice, data and video calls over the Internet. Other feasible application examples include video conferencing, streaming multimedia distribution, instant messaging, presence information and online games.

**“Single tandem origination charge”** means the Charge payable to CelcomDigi for the use of its PSTN Network where CelcomDigi subscriber’s call (Calling Party) to the other operator’s Freephone 1800 service and/or Toll Free number service is handed over at the POI (or POP) within the same closed number area as the Calling Party.

**“Single tandem termination charge”** means the Charge payable to CelcomDigi for the use of its PSTN Network where:

- (a) the Called Party is within the same Closed Number Area as the POI/POP at which the Call Communication is handed over to CelcomDigi for call termination or
- (b) in relation to the ‘09’ Closed Number Area, the Called Party is within the same State as the POI/POP at which the Call Communication is handed over to CelcomDigi for call termination.

**“SMS”** means short messaging service conforming to the ETSI standards with each short message being up to 160 characters.

**“SMSC”** means the Short Message Service Center of CelcomDigi which receives the outgoing SMS Communications from the Access Seeker’s Network and sends the SMS Communication to CelcomDigi’s Network or CelcomDigi’s MVNO.

**“SMS Communication”** means a communication via SMS that comprises an SMS text message from the Access Seeker involving CelcomDigi’s Number for use in the operation of CelcomDigi’s Network, in accordance with that CelcomDigi’s Licences.

**“SMS Interconnection”** means the SMS Communication between the Network of CelcomDigi and the Network of the Access Seeker for the purpose of supplying SMS Termination Services by CelcomDigi to the Access Seeker.

**“SMS Termination Service”** shall have the meaning ascribed in **Schedule 2B of the RAO Agreement**.

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

**“Submarine Cable”** means a cable between Peninsula Malaysia and Sabah/Sarawak.

**“Successful Call”** means a completed call whereby the originating exchange receives the answer signal from the terminating exchange resulting from the Customer answering the call or a call that has been routed to the call center. The chargeable duration is the period from the receipt of answer signal to the receipt of the clear forward or forced release signal.

**“Successful SMS Communication”** occurs when the originating exchange sends the messages signal to the terminating exchange as follows:

- (a) the SMS Communication is sent by the Calling Party and received by the Called Party;

(b) the originating SMSC receives an acknowledgement signal from the terminating exchange; and the Calling Party receives “Message Delivered” in its status report;

**“TCP/IP”** means the suite of Transmission Control Protocol/Internet Protocols in general use in accordance with good practice.

**“Technical Specifications”** means any technical parameters, specifications and procedures applicable to Interconnection of the Operators’ Networks and provision of access to Facilities and/or Services as agreed in writing between the Operators.

**“Telephone Area”** means those areas stipulated in graphical and tabular form in the National Telephone Service Charging Arrangement (also known as **“NATESCA”**).

**“Telephony Service over IP”** means an IP network service using the service number prefix “0154” (or such number as may be determined by the Commission) that supports applications services such as voice calls or data delivered over Internet Protocol Network.

**“Through-Connection”** means transmission services including the relevant Equipment that are used for the purpose of connection through or between Equipment at CelcomDigi’s premises.

**Toll Free Numbers”** means numbers currently denoted by the number range commencing with ‘1300’ but also including such other number ranges agreed to or directed by the Commission, and Tenaga Nasional Berhad Information/Assistance line (denoted by the number ‘15454’) where the Calling Party will only be charged at a local rate of the relevant application services of the



Operator whose PSTN service, Telephony Service over IP or mobile service are subscribed by the Calling Party.

**“Toll Free Services”** means the service utilising Toll Free Numbers.

**“Transfer Form”** means a form which is executed by a Customer for the purpose of authorising a Churn.

**“Transfer Request”** means a request from the Gaining Service Provider to CelcomDigi to implement a Churn, including the Transfer Form.

**“Transmission Services”** means each of the Trunk Transmission Service, the Wholesale Local Circuit Services and the End-to-End Transmission Service.

**“Trunk Transmission Service”** has the meaning as described in **Subsection 2.1 of Schedule 2D of the RAO Agreement**.

**“TSolP Telephony Number”** means the number with the prefix “0154” (or such number as may be determined by the Commission) which is used for purposes of Telephony Service over IP.

**“Unchargeable SMS Communications”** shall refer to all test SMS Communications before commissioning of an SMS POI, Unsuccessful SMS Communications, Multiple SMS Communications and incomplete SMS Communications.

**“Unsuccessful SMS Communication”** occurs when the terminating exchange does not send an acknowledgement signal to the originating exchange as follows:

- (a) the Called Party’s customer premise equipment (CPE) or mobile phone is not active or is turned off; or

- (b) the Called Party's customer premise equipment or mobile phone is out of range;
- (c) the SMS Communication becomes trashed when attempts to send the SMS Communication exceed the level set by the SMSC of the originating Network; or
- (d) the SMSC of the terminating Network fails to send the SMS to the Called Party for whatsoever reason;

**“Validity Period”** has the meaning given to the term in **Subsection 2.13(v) of Schedule 1C of the RAO Agreement.**

**“Virtual Co-Location”** has the meaning ascribed to it in **Subsection 2.1(b) of Schedule 2G of the RAO Agreement.**

**“VOIP”** means Voice Over Internet Protocol.

**“Wholesale Local Leased Circuit Service”** has the meaning ascribed in **Subsection 2.1 of Schedule 2E of the RAO Agreement.**

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## **Section 2 Rules of Interpretation**

2.1 In this CelcomDigi RAO except where the contrary intention appears:

- (a) The singular includes the plural and vice versa.
- (b) A document includes all amendments or supplements to that document, or replacements or novations of it.
- (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.
- (d) A reference to a person includes a firm, body corporate, unincorporated association or an authority.
- (e) A reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns.
- (f) If the day on which the payment of money 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.
- (g) A reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016.

- (h) A reference to a third person is a reference to a person who is not a party to this CelcomDigi RAO.
- (i) Headings are included for convenience and do not affect the interpretation of this CelcomDigi RAO.
- (j) No rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Operator having control and/or responsible for the preparation of this CelcomDigi RAO.
- (k) in relation to a Service for the carriage of a call from a POI/POP to a called number, a reference to a direct dialled call includes a Call Communication where the called number is directly dialled:
  - (i) from the calling number; or
  - (ii) by the Access Seeker's operator (if any) or a Foreign Operator, but does not include a Call Communication for which the Service is provided with the assistance (call dialling, handling or completion) of CelcomDigi's operator.

2.2. Where an Operator in this Agreement consists of more than one (1) company, all warranties, representations, indemnities, covenants, agreements and obligations given, undertaken or entered into by the Operator are given, undertaken and entered into by all the companies comprising that Operator, jointly and severally. Notwithstanding the foregoing, where the liability of such an Operator is limited by any provision in respect of limitation liability, the total liability of companies comprising the Operator collectively shall not exceed the stipulated limit. For the avoidance of doubt, where any one or more of the said companies have

breached the terms of this Agreement, an Operator shall be entitled to take action against the relevant company(ies) of the other Operator in breach, including terminating this RAO Agreement with respect to only the relevant company(ies).

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