



Reference Access Offer

of

Digi Telecommunications Sdn. Bhd.

VERSION 2.0 OF 2018

Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List Determination No. 2 of 2015 (“**Access List Determination**”) and the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access Determination No. 3 of 2016 (“**MSA Determination**”) and the Commission Determination on Mandatory Standard on Access Pricing Determination No.1 of 2017 (“**MSAP Determination**”)

1. INTRODUCTION

1.1. This Reference Access Offer (“**RAO**”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Facilities and / or Services from Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) (“**Digi**”)

1.2. This RAO is divided into the following parts:

Part A	Scope of the RAO
Part B	Application Process
Part C	Negotiation Process and Timelines
Part D	Forecasting Obligations
Part E	Security and Insurance Requirements and Processing Fee
Part F	Technical Matters
Part G	Confidentiality Agreement
Part H	Facilities and / or Services
Part I	Access Service Charges
Part J	Index to Forms
Part K	Dictionary

1.3. This RAO may be subject to amendments from time to time.

1.4. Where Digi proposes to amend the existing RAO, Digi will provide a copy of the amended RAO showing the proposed changes to the existing RAO, no less than twenty (20) Business Days (the “**Initial Period**”) before Digi proposes to effect the changes, to:

- 1.4.1. all Access Seekers who are being provided with access to Facilities and/or Services under the existing RAO; and
- 1.4.2. all Access Seekers who have requested access to Facilities and/or Services under the existing RAO within the period of three (3) months prior to the making of such amendments, excluding any such Access Seeker who has since indicated that it does not wish to proceed with its Access Request.

For clarification:

- i. nothing here prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by Digi;
- ii. where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between Digi and Access Seeker; and
- iii. without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement. However, if the Access Seeker disputes the change to the existing RAO, no amendments to the Access Agreement will be deemed to occur unless

and until such dispute is resolved in favour of Digi.

- 1.5. Upon expiry of the twenty (20) Business Days (or such longer period as Digi determines is necessary to finalise the amendments to its RAO), Digi will:
 - 1.5.1. make available the amended RAO on Digi's publicly accessible website without delay and
 - 1.5.2. provide the updated RAO to the Commission within ten (10) Business Days after being made available.
- 1.6. The amendment to the RAO shall be effective after the expiry of the Initial Period if no notice of dispute is issued to and received by Digi within the said period.
- 1.7. For the purposes of this RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the existing RAO other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the RAO not to amount to an amendment of the RAO.
- 1.8. In the event any notice of dispute is received, Digi shall notify all Access Seekers of the effective date of the amendment of the RAO.
- 1.9. Digi will disclose the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from the Access Seeker for the provision of access:
 - 1.9.1. any supplementary details of a Facility and/or Service offered by Digi not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
 - 1.9.2. any supplementary access charges for access to Facilities and/or Services not included in the RAO;
 - 1.9.3. 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 the RAO, including but not limited to any physical and logical interfaces of its Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, Digi's Network;
 - 1.9.4. supplementary details of Digi's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);
 - 1.9.5. supplementary details of Digi's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);

- 1.9.6. details of Digi's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
- 1.9.7. any security creditworthiness requirements, insurance requirements and information (including a credit assessment form, if available) required by Digi; and
- 1.9.8. Digi's reasons for failing to supply any of the information referred to in Paragraphs 1.9.1 to 1.9.7 above.

Prior to the provision of the abovementioned information, Digi may request the Access Seeker to enter into a confidentiality agreement. A copy of the confidentiality agreement is set out in Part G of this RAO.

- 1.10. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked "RAO" and sent to the following:

Digi Telecommunications Sdn. Bhd.

Lot 10, Jalan Delima 1/1,
Subang Hi-Tech Industrial Park,
40000 Subang Jaya,
Selangor.

**Attention: Head of International Business & Carrier Services
Marketing Division**

For the avoidance of doubt, a change of address shall not be construed as an amendment to the RAO.

- 1.11. The terminology used in this RAO shall have the meaning ascribed to them in **Part K – Dictionary** and / or as defined in the MSA Determination.

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2. Part A: Scope of RAO

2.1. Introduction

- 2.1.1. This RAO only applies to the Facilities and / or Services that are consistent with the terms of the Access List Determination.

2.2. Applicability to Licensees

- 2.2.1. This RAO applies to Access Seekers who are licensed under the Act as:

- 2.2.1.1. network facilities providers;
- 2.2.1.2. network service providers;
- 2.2.1.3. applications service providers; and
- 2.2.1.4. content applications service providers.

2.3. Fast Track Application

- 2.3.1. Where an Access Seeker requires fast track service provisioning from Digi, the Access Seeker must in addition fulfill all of the following criteria:

- 2.3.1.1. the annual voice and data traffic originated or to be originated by the Access Seeker or terminated by the Access Seeker or conveyed via the Network Facilities of the Access Seeker (whether such facilities are owned or leased or licensed or used under any other form) does not in the aggregate exceed 1E1;
- 2.3.1.2. that the Access Seeker's business operations are confined to the states of Selangor and Wilayah Persekutuan of Kuala Lumpur.
- 2.3.1.3. that the Facilities and / or Services of Digi sought are limited to use for:
 - (a) Fixed Network Termination Service;
 - (b) Mobile Network Termination Service; and
 - (c) Interconnect Link Service.
- 2.3.1.4. that the requirements of the Access Seeker does not have a material impact on Digi's current level of network resources.
- 2.3.1.5. the provision of a minimum security deposit of **RM50,000.00** in the form of cash or irrevocable, unconditional, on-demand bank guarantee for a minimum period of **3 years**.

- 2.3.2. Digi will only make available a fast-track application and agreement process for Access Seeker based on the following principles:
 - 2.3.2.1. the fast-track process shall be limited to the criteria as set out in Paragraph 2.3 above.
 - 2.3.2.2. the fulfillment of the requirement of the fast-track application form:
 - (a) in relation to the Access Seeker, the name and contact details of the Access Seeker and the Facilities and/or Services in which access is sought is to be provided.
 - (b) in relation to the security requirements, the Access Seeker must fulfill the requirements within ten (10) Business Days of Digi's receipt of a fast-track application.
- 2.3.3. The fast-track agreement between Digi and the Access Seeker must be on the terms of this RAO. Within ten (10) Business Days of Digi's receipt of a fast-track application, Digi will:
 - 2.3.3.1. provide the Access Seeker with two (2) copies of the RAO executed by Digi, or a notice of refusal that sets out the grounds for refusal (including the basis on which those grounds apply); and
 - 2.3.3.2. provide the Commission with a copy of the response at the same time that it provides the response to the Access Seeker.
- 2.3.4. Digi may refuse the Access Seeker's fast-track application for the following reasons:
 - 2.3.4.1. Digi does not currently supply, or provide access to, the relevant Facilities and/or Services to itself or to any third parties (in which case Digi 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 Digi for the original supply of access to Facilities and/or Services to the Access Seeker;
 - 2.3.4.2. Digi 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; and
 - 2.3.4.3. 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.

2.4. **Non-Applicability of the RAO**

- 2.4.1. This RAO does not apply to Facilities and/or Services which are not specified in the Access List Determination.

3. **Part B: Application Process**

3.1. **Introduction**

- 3.1.1. An Access Seeker must comply with the following process if it wishes to obtain access to Facilities and/or Services offered by Digi.
- 3.1.2. These provisions apply in the following circumstances:
 - 3.1.2.1. Where there is no current access agreement between Digi and the Access Seeker; or
 - 3.1.2.2. If there is a valid and subsisting access agreement between Digi and the Access Seeker and, either
 - (a) such access agreement will expire within **4 months** from the date when the Access Seeker makes a request; or
 - (b) the requested Facility and/or Service is outside the scope of such access agreement.

3.2. **Access Request Process**

- 3.2.1. An Access Seeker that wishes to obtain access to any Facility and/or Service on the Access List from Digi, must complete either **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]**. **Form B.2 [Fast Track Service Provisioning]** is only to be submitted by an Access Seeker who complies with the additional criteria specified in Paragraph 2.3. The form must be signed by an authorized officer or representative of the Access Seeker.
- 3.2.2. Within **10 Business Days** of receipt of **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]**, Digi shall respond to the Access Seeker by either:
 - 3.2.2.1. accepting the Access Request, and issuing **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]**; or
 - 3.2.2.2. accepting the Access Request made pursuant to **Form B.1 [Standard Service Provisioning]** and issuing **Form B.4 [Access Request Acceptance – Negotiation]**; or
 - 3.2.2.3. requesting for further information by issuing **Form B.5 [Request for Further Information]**; or
 - 3.2.2.4. rejecting the Access Request, and issuing **Form B.6 [Access Request Rejection Notice]**.

- 3.2.3. If Digi is willing to provide access to the Access Service(s), Digi will (together with **Form B.3 [Access Request Acceptance – Digi Reference Interconnect Offer]** or **Form B.4 [Access Request Acceptance – Negotiation]**) indicate the security deposit and non-refundable processing fee and/or other charges payable by the Access Seeker.
- 3.3. In addition to the information is required in **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]**, the Access Seeker is required to provide Digi with a complete and executed letter of consent in the format as provided in **Form B.1A [Letter of Consent]** so to enable Digi to conduct credit assessment on the Access Seeker.
- 3.4. **Acceptance**
- 3.4.1. If the Access Request made by the Access Seeker pursuant to **Form B.1 [Standard Service Provisioning]** accepts the terms and conditions of this RAO and the access agreement as the basis for the access to the Facilities and/or Services offered to be provided by Digi, then Digi shall issue **Form B.3 [Access Request Acceptance – Digi Reference Offer]** to the Access Seeker together with engrossed copies of the access agreement which the Access Seeker shall execute and return to Digi within **10 Business Days** of the date of issue of the **Form B.3 [Access Request Acceptance – Digi Reference Offer]** together with the security arrangements and copies of insurance arrangements specified by Digi in **Form B.3 [Access Request Acceptance – Digi Reference Offer]**. Two (2) copies of the RAO duly executed by Digi will be provided to the Access Seeker for execution and one (1) copy of the executed confidentiality agreement to the Access Seeker.
- 3.4.2. If the Access Request made by the Access Seeker is pursuant to **Form B.2 [Fast Track Service Provisioning]**, Digi shall within **10 Business Days** of receipt of the **Form B.2 [Fast Track Service Provisioning]** issue to the Access Seeker engrossed copies of the access agreement, if the said Access Request is accepted by Digi. The Access Seeker shall within **10 Business Days** return to Digi the access agreements duly executed together with the security and insurance arrangements specified by Digi in **Form B.3 [Access Request Acceptance – Digi Reference Offer]**.
- 3.4.3. If:
- 3.4.3.1. the Access Seeker had submitted an Access Request using **Form B.1 [Standard Service Provisioning]** which contains a request to negotiate the terms and conditions of the access agreement, and
- 3.4.3.2. Digi is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;
- then Digi shall do the following:
- (a) issue **Form B.4 [Access Request Acceptance – Negotiation]** which shall specify a date and time no later than fifteen (15) Business Days from the date of Digi's response, when Digi's representative that is authorized to

negotiate on the Access Agreement, will be able for an initial meeting with the Access Seeker's representative that is authorized to negotiate the Access Agreement;

- (b) require the Access Seeker to provide further technical information relating to the Access Seeker's network which Digi may reasonably need; and
- (c) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

3.4.4. Upon the issuance of **Form B.4 [Access Request Acceptance – Negotiation]** by Digi, the timeline for the negotiations shall be as set out in **Part C**.

3.5. **Request for Further Information**

3.5.1. Digi may request the Access Seeker to provide further information on an Access Request submitted by issuing **Form B.5 [Request for Further Information]** to the Access Seeker.

3.5.2. Upon receipt of **Form B.5 [Request for Further Information]**, the Access Seeker shall within **ten (10) Business Days** provide further information to Digi.

3.5.3. If in Digi's opinion the information provided is sufficient for it to make a decision as to whether to accept or reject the Access Request, it shall reconsider the Access Request and inform the Access Seeker of its decision within **ten (10) Business Days**. The **ten (10) Business Days** for Digi to consider the Access Request will recommence from the receipt of the information from the Access Seeker. Digi will provide a copy of its response to the Commission.

3.5.4. For the avoidance of doubt, Digi may make more than one request for additional information from the Access Seeker in order for Digi to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in **paragraphs 3.5.2 and 3.5.3**.

3.5.5. If the Access Seeker does not provide further information in response to a request made by Digi, then the Access Seeker shall be deemed to have revoked the Access Request.

3.6. **Access Request Rejection**

3.6.1. If Digi rejects an Access Request, Digi shall issue **Form B.6 [Access Request Rejection Notice]**. The Access Seeker may attend and meet with the representatives of Digi on the date and time and at the venue specified in **Form B.6 [Access Request Rejection Notice]** which date shall not be later than **seven (7) Business Days** from the date of **Form B.6 [Access Request Rejection Notice]**.

3.6.2. If the Access Seeker fails or neglects to attend the specified meeting without providing acceptable reasons in writing at least one day prior to the date of the meeting, then such failure shall be deemed to be acceptance of the rejection of the Access Request.

- 3.6.3. If the Access Seeker does attend, and the rejection of the Access Request is not resolved (whether at that meeting or any subsequently agreed meeting), then either Digi or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA Determination.
- 3.6.4. Pending the final determination of the dispute, Digi shall not be obliged to provide access to the Access Seeker.
- 3.6.5. Notwithstanding the foregoing, in the event Digi rejects an Access Request, the Access Seeker may file with Digi a new Access Request. Should the Access Seeker file a new Access Request, the processes set out **Paragraph 3.2 of Part B** of the RAO as applicable for an Access Request made pursuant to submission of **Form B.1 [Standard Service Provisioning]** or **Form B.2 [Fast Track Service Provisioning]** shall apply to such Access Request.

3.7. **Right to Reject**

- 3.7.1. Digi may reject an Access Request made by an Access Seeker using **Form B.1 [Standard Service Provisioning]** upon any of the following grounds:
 - 3.7.1.1. the Access Request is not made in good faith; or
 - 3.7.1.2. the information provided by the Access Seeker is incomplete or false; or
 - 3.7.1.3. it is not technically feasible to provide access to the Facilities and/or Services requested; or
 - 3.7.1.4. Digi has insufficient capacity or space to provide the requested Facilities and/or Services; or
 - 3.7.1.5. Digi 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 for the requested Facilities and/or Services; or
 - 3.7.1.6. Digi has reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
 - 3.7.1.7. does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or
 - 3.7.1.8. Digi reasonably believes that the safety of its network will be compromised by the grant of the access requested; or
 - 3.7.1.9. Digi reasonably believes that access is being sought for a purpose in contravention of any laws; or

- 3.7.1.10. Digi reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- 3.7.1.11. there are reasonable grounds for Digi to refuse access in the national interest.
- 3.7.2. Rejection by Digi of an Access Request **Form B.2 [Fast Track Service Provisioning]** must be solely on any of the grounds specified in **sub-Paragraphs 3.7.1.6 or or 3.7.1.7** or failure to fulfill the criteria in **Paragraph 3.2.2** of **Part A** of this RAO.

3.8. **Refusal response**

- 3.8.1. If Digi decides to refuse the Access Request, Digi shall provide the following in its response to the Access Seeker:
 - 3.8.1.1. the grounds as set out in Paragraph 3.7.1 which Digi is relying;
 - 3.8.1.2. the basis of Digi'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
 - 3.8.1.3. a place, date and time, not later than seven (7) Business Days from the date of Digi's response, at which representatives of Digi authorised to review Digi'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 Digi to substantiate its reasons for refusal (and Digi shall do so), and if access has been refused on the basis of the grounds in:
 - (i) Paragraph 3.7.1.2 above, Digi must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;
 - (ii) Paragraph 3.7.1.4 above, Digi must identify when additional capacity or space is likely to be available; and
 - (iii) Paragraph 3.7.1.5 above, Digi 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 as set out in Part E of this RAO.

3.9. Dispute resolution:

- 3.9.1. If, following the meeting between the parties required to be held pursuant to Paragraph 3.8.1.3 above, for the purposes of discussing Digi's refusal of an Access Request, the parties have been unable to resolve any differences about the validity of the Access Request and the Access Seeker disagrees with Digi's refusal of the Access Request, either party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.

3.10. Right to Withdraw Access Request

- 3.10.1. No later than the **5th Business Day** following the date of the Access Request, the Access Seeker may withdraw the Access Request at no cost. The Access Seeker must inform Digi in writing of its decision before the expiry of the **5th Business Day**.
- 3.10.2. If Digi does not receive such written notice by the close of business on the **5th Business Day** following the date of the Access Request, then withdrawal of the Access Request by the Access Seeker shall be on condition that the Access Seeker pays Digi's fees in processing the Access Request. Payment shall be made within **30 days** of the date of Digi's invoice failing which interest shall be levied at 8% per annum from the due date to date of payment.
- 3.10.3. Digi shall not be obliged to nor under any liability to fulfill an Access Request that is withdrawn.

3.11. Applicability for Additional Services

- 3.11.1. Notwithstanding that the Access Seeker may have entered into an Access Agreement with Digi, the Access Seeker shall for each additional facility or service of a type which it requires access to in addition or in substitution to the access already provided under an Access Agreement, submit an Access Request in accordance with the provisions set out above.

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4. Part C: Negotiation Process and Timeline

4.1. Introduction

- 4.1.1. The following negotiation process and timelines shall be applicable to negotiations between an Access Seeker and Digi in respect of an Access Agreement.
- 4.1.2. All negotiations shall be conducted by the Access Seeker in good faith. An Operator shall co-operate, in good faith and in a commercially reasonable manner, in negotiating and implementing the terms of its Access Agreements. This includes:
 - 4.1.2.1. acting promptly, honestly, and not perversely, capriciously or irrationally;
 - 4.1.2.2. avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that Digi provides to itself); and
 - 4.1.2.3. avoiding unnecessary disputes and resolving disputes promptly and fairly.

4.2. Commencement of Negotiation

- 4.2.1. If an Access Seeker wishes to negotiate an Access Agreement with Digi, both parties shall notify the Commission when the negotiations for the Access Agreement begin.
- 4.2.2. If an Access Seeker has received **Form B.4 [Access Request Acceptance – Negotiation]** from Digi, the Access Seeker must within **5 Business Days** of receipt of the **Form B.4 [Access Request Acceptance – Negotiation]** submit to Digi a list of its comments identifying the affected clauses the proposed amendments, the priority of importance and the rationale for such change. The Access Seeker shall also specify in such submission, the date when it proposes to commence negotiations.
- 4.2.3. If the Access Seeker shall have failed, neglected and/or refused to do so, then the Access Seeker shall have been deemed to have withdrawn its Access Request.

4.3. Duration of Negotiations

- 4.3.1. Both parties shall use their best endeavours to conclude the Access Agreement within:
 - 4.3.1.1. where there is no Access Agreement in place between the Operators, four (4) months; or
 - 4.3.1.2. where there is already a commercial agreement or an Access Agreement in place between the Operators, three (3) months, after a written request by the Access Seeker to commence negotiations is received by Digi and Digi's response confirming it is willing to proceed to negotiate.

4.3.2. If negotiations are not completed within the applicable timeframe:

- 4.3.2.1. the Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under the MSA Determination shall take effect; or
- 4.3.2.2. either Party may initiate the dispute resolution procedures; and
- 4.3.2.3. if the Commission grants an extension of time under Paragraph 4.3.2.1, it may do so subject to such conditions as it specifies (such as an ongoing requirement to provide updates on negotiations at specified intervals and the right to reduce or extend any extension).

4.4. **Initial Meeting**

4.4.1. The designated representatives of Digi and Access Seeker as specified in **Form B.1 [Standard Service Provisioning]** and **Form B.5** shall meet on the date and time at the venue specified in **Form B.4 [Access Request Acceptance – Negotiation]** by Digi, and shall:

- 4.4.1.1. agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
- 4.4.1.2. agree the negotiating procedures, including:
 - (a) the calling and chairing meetings;
 - (b) the party responsible for keeping minutes of meetings;
 - (c) clearly defined pathways and timetables for escalation and resolution by each party of matters not agreed in meetings;
 - (d) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
 - (e) procedures for preparing and exchanging position papers;
- 4.4.1.3. review the information requested and provided to date and identify information yet to be provided by each Party; and
- 4.4.1.4. identify what technical investigations, if any, need to be made and by whom such investigations should be made.

5. Part D: Forecasting Obligations

5.1. General

- 5.1.1. Unless otherwise provided in any of the Facilities and / or Services in Part H below and / or mutually agreed by Digi and the Access Seeker, the following forecasting procedures shall be applicable in relation to the provision of Facilities and/or Services.

5.2. Forecasting Obligations

- 5.2.1. Digi may require as a condition of accepting Orders for access to Facilities and / or Services from an Access Seeker (but not as a prerequisite for entering into an Access Agreement), that the Access Seeker provide Forecasts in good faith with regard to a certain period of supply of access to Facilities and / or Services.
- 5.2.2. The Access Seeker may request preliminary information from Digi about the availability and capacity of its Facilities and / or Services to the extent the Access Seeker required such information to provide Forecasts.
- 5.2.3. Subject to Paragraph 5.3 below, Digi shall not require an Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that Digi is permitted to recover costs and expenses.

5.3. Confirmation of Forecast

- 5.3.1. If Digi, will incur any significant costs in order to ensure that access can be provided in accordance with a Forecast, Digi may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order.

5.4. Alternative Procedure

- 5.4.1. Digi and an Access Seeker may agree to an alternative forecasting (in particular in relation MVNO Access, which is as set out in Product Module 6: MVNO Access, Part H of this RAO) and ordering procedure other than as set out in the MSA Determination and / or this RAO as part of the Access Agreement. In such event, Digi and the Access Seeker will be bound by the terms of that alternative procedure and not the MSA Determination and / or this RAO.

5.5. Forecast Request

Digi may request an Access Seeker to provide with a sufficient level of detail to enable Digi to carry out network planning and provisioning, the following information (“**Forecast Information**”)

- 5.5.1. the Facilities and / or Services in respect of which Forecasts are required;
- 5.5.2. the total period of time covered by each Forecast period, which period:-

- 5.5.2.1. shall be determined having regard to Digi's own planning and provisioning cycles and the forecasting requirements which apply to the Access Seeker's own business unit in using the relevant Facilities and / or Services; and
- 5.5.2.2. shall be the shorter period set out in the relevant Facilities and / or Services specific obligations and the period of forecasting which Digi provides to itself for network planning and provisioning purposes,
- 5.5.3. the intervals or unit of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Facilities and / or Services obligations and the intervals of time in which Digi provides forecasting to itself;
- 5.5.4. the network area or operational area to which Forecasts shall relate, which area shall correspond to that which Digi uses for its own network planning and provisioning;
- 5.5.5. the frequency with which a Forecast must be updated or a further Forecast made in accordance with the MSA Determination, which shall be the shorter of the period set out in the relevant Facilities and / or Services obligations and the length of time after which Digi provides itself with the updated or further Forecasts; and
- 5.5.6. such other information that Digi reasonably requires in order to provide access to Facilities and / or Services requested by the Access Seeker.
- 5.6. Digi may only require an Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.
- 5.7. Digi shall treat all Forecast Information as Confidential Information of the Access Seeker and shall only be used by Digi's personnel whose role is within either:-
 - 5.7.1. Digi's wholesale or interconnection group; or
 - 5.7.2. that part of the network engineering group of Digi responsible for interconnection or access,

for the purpose of responding to and planning for the Forecast and related Orders. Digi 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 Digi's Chief Executive Officer or Chief Operating Officer.
- 5.8. Digi may only distribute Forecast Information of an Access Seeker outside the group of people referred in Paragraph 5.7 above if:-
 - 5.8.1. the Forecast Information is aggregated with Forecasts provided by other Operators and Digi's own requirements (so to protect the confidentiality of the Forecast Information); and
 - 5.8.2. the Forecast Information or its use does not otherwise identify the Access Seeker, its

services or its Customers in any manner.

- 5.9. Digi must notify an Access Seeker within five (5) Business Days of receiving a Forecast whether or not Digi considers the Forecast to be in compliance with the Forecast Request and:
- 5.9.1. if Digi considers that the Forecast does not comply with the Forecast Request, to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and such information to be provided within four (4) weeks after such notice; or
 - 5.9.2. if Digi considers that the Forecast does not comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matter set out Paragraphs 5.10.1 to 5.10.4 below.
- 5.10. Digi may reject a Forecast following provisional acceptance where Digi reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:-
- 5.10.1. total current usage of the Facilities and / or Services by Digi and the Access Seekers;
 - 5.10.2. the current rate of growth of the Access Seeker's usage of the Facilities and / or Services;
 - 5.10.3. the current rate of growth of total usage of the Facilities and / or Services by Digi and all Access Seekers; and
 - 5.10.4. subject to constraint capacity and capacity allocation policy, the amount of capacity in the Facilities and / or Services that Digi currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which Digi can reasonably provision for itself.
- 5.11. Digi must give notice of any acceptance or rejection ("**Rejection Notice**") of a Forecast to the Access Seeker:-
- 5.11.1. within fifteen (15) Business Days of receipt of the relevant Forecast; and
 - 5.11.2. to specify the following in the Rejection Notice:-
 - 5.11.2.1. the ground on which Digi rejects the Forecast at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Forecast; and
 - 5.11.2.2. an offer to meet within five (5) Business Days of the Rejection Notice to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place if the offer is accepted by the Access Seeker.
- 5.12. **Reconsideration**
- 5.12.1. Digi shall allow an Access Seeker to reconsider its Forecast following a Rejection

Notice and allow the Access Seeker, within twenty one (21) Business Days of receipt of a Rejection Notice, either:-

- 5.12.1.1. to confirm its rejected Forecast, and explain why the Access Seeker considers that Digi is obliged to accept the Forecast; or
- 5.12.1.2. submit a new Forecast which the Access Seeker regards as meeting Digi's concern.
- 5.12.2. Digi shall re-consider any re-submitted or amended Forecast provided by the Access Seeker.
- 5.13. Digi may seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker in the following events:-
 - 5.13.1. such costs and expenses were reasonably and necessarily incurred by Digi;
 - 5.13.2. Digi reasonably seeks to mitigate its loss (including through its on usage) provided Digi shall not be required to do so for any greater period than the relevant Forecast period; and
 - 5.13.3. Digi only recovers from the Access Seeker seventy five percent (75%) of such costs and expenses which could not be mitigated under Paragraph 5.13.2 above.
- 5.14. Digi must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast, it will be binding on the Access Seeker.

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6. Part E: Security and Insurance Requirements and Processing Fee

6.1. Security Requirements

6.1.1. Digi may impose security requirements on an Access Seeker if Digi, determines that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.

6.1.2. In addition, the security requirements shall also be subject to Digi's security policy.

6.2. Creditworthiness information

Digi may request creditworthiness information from an Access Seeker in the following circumstances:

6.2.1. if Digi reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;

6.2.2. if the creditworthiness information sought is limited to information which is publicly available (on this basis, Digi may request the Access Seeker to warrant that such information is accurate); and

6.2.3. to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.

6.3. Insurance requirements:

If required by Digi, the Access Seeker shall procure and maintain including but not limited to the following insurance

6.3.1. worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into; and

6.3.2. unless otherwise provided in any of the Facilities and / or Services specific in Part H of this RAO, a comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into.

6.4. Processing and Other Charges

- 6.4.1. Digi may charge the Access Seeker a one-off non-refundable resources charge to be determined by reference to the costs incurred by Digi for the allocation of manpower and other resources to enable the Access Seeker to test and provide any new Services. Digi shall forward to the Access Seeker in writing the scope of works, expected duration of the works and the resource charges in relation to the works. Digi is not obliged to commence work until the scope of works and the quantum of the resource charges have been agreed in writing by the Access Seeker.
- 6.4.2. Digi may charge the Access Seeker a non-refundable processing fee for undertaking administrative work to process the Access Request.
- 6.4.3. The non-refundable processing fees for the respective Facilities and / or Services are set out in Annex 1 below.

The non-refundable processing fees as set out in Annex 1 below is based on the following calculation formula:-

Full time equivalent (FTE) X salary per month

- 6.4.4. Any other processing fees not specified in Annex 1 below shall be mutually agreed by the Operators from time to time.
- 6.4.5. All fees and charges inclusive of disbursements and taxes must be paid within **30 days** of the date of the invoice rendered by Digi failing which interest shall be levied at the rate of two percent (2%) per annum above Malayan Banking Berhad's base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by Digi of full payment. For clarification, Digi shall not charge interest on an amount which is disputed by an Access Seeker in good faith. Further non-payment of the charged fees shall be a ground for refusal by Digi to provide the agreed access to the Facilities and Services or entitle Digi to terminate the access agreement if such access agreement has been agreed or accepted or executed.
- 6.4.6. If there is additional and non-routine work is required in order 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, Digi may charge a separate reasonable fee for undertaking such additional work. If the Access Seeker does not proceed with the Access Request accepted by Digi, the processing fee will not be refunded to the Access Seeker.
- 6.4.7. For the avoidance of doubt, the processing fee will be set-off against the Access Charges for the Services upon the acceptance of the Access Request by Digi.

Annex 1

Processing Fee

Type of Facilities or Services	Type of Access Request	Processing Fee (RM)
Fixed Network Origination Service	New service access establishment to Digi's POI	600 per POI
Fixed Network Termination Service	New service access establishment to the Digi's POI	600 per POI
Mobile Network Origination Service	New service access establishment to Digi's POI	600 per POI
Mobile Network Termination Service	New service access establishment to the Digi's POI	600 per POI
Interconnect Link Service	a) Establishment of New Bearer	600 per POI
	b) Circuit Migration Exercises	600 per POI
	c) Provisioning of Additional Circuits (Full Span)	250 per circuit
Trunk Transmission Services	a) Establishment of new route/bearer	600 per circuit
	b) Circuit Migration Exercises	600 per circuit
	c) Provisioning of Additional Circuits	250 per circuit
Network Co-location Service	Request for Site establishment	300 per site
Infrastructure Sharing	Request for Site establishment	300 per site

7. Part F: Technical Matters

7.1. Unless otherwise provided in any of the specific Facilities and / or Services in Part H, following are the technical related obligations and / or responsibilities of the Operator:-

7.2. Point of Interface (“POI”) Procedures

7.2.1. Each Operator shall interconnect and keep its Network Interconnected with the Network of another Operator in accordance with the terms of an Access Agreement with that Operator.

7.2.2. the following is Digi list of POI:-

Region	Closed Number Area	Digi POI / POP
Central	03	Central
Northern	04/05	Northern
Southern	06/07	Southern
Eastern	09	Eastern
Sabah	087/088/089	Sabah
Sarawak	082/083/084	Sarawak

7.2.3. Digi may reasonably consider a request by an Access Seeker to interconnect at a point other than specify in Paragraph 7.2.2 above. Digi shall promptly notify the Access Seeker whether it accepts or refuses a request by an Access Seeker and provide Access Seeker with reasons if it refuses the Access Seeker’s request.

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

7.2.5. When determining a request under Paragraph 7.2.3 above, Digi must have regard to each of the following:-

7.2.5.1. Digi shall offer (but shall not require) POI and co-location for every Closed Number Area throughout Malaysia in which Digi has network facilities;

7.2.5.2. in addition to offering POI and co-location in accordance with Paragraph 7.2.5.1 above, Digi shall offer interconnection and co-location at each other technically feasible point;

- 7.2.5.3. Digi shall offer physical co-location in at least one POI location for every Closed Number Area throughout Malaysia in which Digi has network facilities, but may additionally offer other forms of co-location in relation to a particular location ;
- 7.2.5.4. Digi shall not reserve space other than current needs for itself, future needs for itself (calculated by use of a reasonably projected rate of growth over two (2) years and the needs of other Access Seekers who are currently occupying or have ordered additional space from Digi; and
- 7.2.5.5. any possible re-arrangement of the configuration of its Equipment to eliminate space inefficiencies.

7.3. **Decommissioning**

- 7.3.1. Either Digi or the Access Seeker may request for the decommissioning of POI/POP.
- 7.3.2. In the event Digi decommissions a POI/POP, either:
 - 7.3.2.1. as a result of a third party landlord's notice under a tenancy or lease agreement; or
 - 7.3.2.2. for any commercial or technical reason; or
 - 7.3.2.3. in compliance with any law or government agency directive or court order;

Except where Digi is required to vacate the site where a POI/POP is located (as a result of a third party landlord's notice under an arm's length tenancy agreement or the expiry of the term of existing tenancy agreements which residual period of the existing tenancy agreement is shorter than the term of the relevant Access Agreement or as a result of a notice, to Digi from the relevant governmental authorities, to vacate the site where the POI/POP is located) Digi must provide no less than:

- (a) one (1) year's notice in writing to all relevant access seekers prior to the decommissioning of a POI/POP; or
 - (b) six (6) months' notice in writing to all relevant access seekers prior to the decommissioning of any other Facilities and/or Services.
- 7.3.3. The Operators must co-operate and negotiate in relation to the timetable for decommissioning of the relevant POI/POP, Facilities and/or Services.
- 7.3.4. 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.

7.3.5. Alternative_arrangements

The Operator which notifies the other Operator of its intention:

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

7.3.6. Decommissioned POI compensation

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

- 7.3.6.1. decommissioning any links to the POI/POP that is proposed to be decommissioned that are rendered or will be redundant by the proposed decommissioning;
- 7.3.6.2. 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 Paragraph 7.3.5.1; and
- 7.3.6.3. the carriage of traffic between the POI/POP that is proposed to be decommissioned and the substitute POI/POP to be provided pursuant to Paragraph 7.3.5.1 for a period of three (3) years from the date of decommissioning.

Except where the decommissioning of the POI/POP is due to reasons attributable to the other Operator or the landlord or Force Majeure where in such event, each Operator shall bear its own cost.

7.3.7. Decommissioned Facilities/ Service compensation

- 7.3.7.1. Each Operator shall bear its own cost if decommissioning is caused by Force Majeure, third party landlord or direction of the Government or Government agency or regulatory body.

7.3.7.2. Subject to paragraph 7.3.7.1 above, 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 Paragraph 7.3.5.2; or
- (b) re-arranging Equipment to connect to the alternative network services offered in accordance with Paragraph 7.3.5.2 .

7.4. Network Change

7.4.1. This condition applies where an Operator proposes to implement a Network Change of a type referred to Paragraph 7.4.2 below 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.

7.4.2. The following types of proposed Network Changes are be within the scope of Paragraph 7.4.1:

7.4.2.1. 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**");

7.4.2.2. 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:

- (a) the Recipient Operator's Network;
- (b) the Recipient Operator's use of the Facilities and/or Services provided by the Notifying Operator ("**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 ("**Network Change**");
- (d) any change by the Notifying Operator to any of the operational support systems used inter-operator processes, including:
 - (i) the billing system; or

- (ii) the Ordering and provisioning systems; or
 - (iii) the Customer's Churn process;
- 7.4.3. any enhancement by the Notifying Operator of the feature, functions or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
 - 7.4.3.1. to itself; or
 - 7.4.3.2. to any other Operator ("**Functionality Change**"). (collectively, "**Relevant Changes**").
- 7.4.4. If an Operator is required to reconfigure its network, reroute Communications or otherwise perform work as a result of any modification to, reconfiguration or change to the Altering Party's network or facilities, the first mentioned Operator shall be entitled to be reimbursed by the Altering Party for the reasonable costs so incurred save and except where such modifications, reconfiguration or changes are:
 - 7.4.4.1. required by the Altering Party's Licence; or
 - 7.4.4.2. under law or Instrument; or
 - 7.4.4.3. required for the purpose of achieving Interconnection in accordance with the terms of this Agreement; or
 - 7.4.4.4. the Operator agrees in writing to change their respective Networks for their mutual benefit.
- 7.4.5. If a Notifying Operator proposed to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing ("**Change Notice**") of:
 - 7.4.5.1. the nature, effect, technical details and potential impact on the Recipient Operator's Network of the proposed Relevant Change, described at a sufficient level of detail to enable the other Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and
 - 7.4.5.2. a date, which shall be no later than ten (10) Business Days from the date of the notice under this Condition, on which representatives of the Notifying Operator will be available to discuss with representatives of the Recipient Operator the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its network, services or procedures in consequence of the Relevant Changes,

as soon as reasonably practicable and, in any event with not less than the relevant notice

period set out in the table below:

Relevant Change	Notice period
Interface Change	3 Months
Network Change	3 Months
Service Change	3 Months
OSS Change	3 Months
Functionality Change	3 Months

7.4.6. The Notifying Operator shall:

- 7.4.6.1. meet with representatives of the Recipient Operator in 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 Paragraph 7.4.5.2 above), 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;
- 7.4.6.2. provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator's request for such additional information; and
- 7.4.6.3. 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.

7.4.7. The Notifying Party shall, bearing its own costs in doing so:

- 7.4.7.1. 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;
- 7.4.7.2. Jointly carry out testing with the Recipient Operator no less than twenty (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 Paragraph 7.4.5.1.

7.4.8. Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under Paragraph 7.4.6 above, if such tests:

- 7.4.8.1. are not accepted by ten (10) Business Days prior to the date when the

Notifying Operator proposes to effect the Relevant Changes; or

- 7.4.8.2. do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures;
- 7.4.8.3. the Notifying Party must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary until a successful solution is implemented.

7.5. Operations and Maintenance

- 7.5.1. Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
- 7.5.2. Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies Facilities and/or Services (inter alia) to report faults relating to any Network, Facility and/or Service.
- 7.5.3. Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in Paragraph 7.5.2 above.
- 7.5.4. An Operator shall:
 - 7.5.4.1. perform fault reporting and identification on a non-discriminatory basis; and
 - 7.5.4.2. treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.
- 7.5.5. If a Customer reports a fault to an Operator:
 - 7.5.5.1. when the Customer is directly connected to another Operator; or
 - 7.5.5.2. which clearly relates to a Network, Facility and/or Service of another Operator,

The Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.
- 7.5.6. The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services (such as Transmission Services or HSBB Network Services) which are used in another Operator's Network.
 - 7.5.6.1. If a major fault occurs which affects communication that crosses or would

cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.

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

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

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

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

7.5.8.1. the highest service loss impact in terms of the number of Customers affected;

7.5.8.2. those which have been reported on previous occasions and have re-occurred; and

7.5.8.3. all other faults.

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

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

7.5.10.1. timeframes set out in a relevant Service Specific Obligation or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below;

7.5.10.2. timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and

7.5.10.3. timeframes equivalent to that which Digi provides to itself.

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

- (a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance;

- (b) use its reasonable endeavors to minimize any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

7.5.12. **Hours of fault reporting and rectification:** An Access Provider shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.

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

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Priority level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Level 1	1. Total switch outage 2. Transmission bearer total outage 3. Route/signaling blocking >30% 4. MO/MT related Customer Complaints >20 subscribers'	Within one (1) hour	Every one (1) hour	Four (4) hours
Level 2	1. Route/signaling blocking 10%-30% 2. Cross line and silent calls issues > 10 subscribers' 3. Mobile number portability issues > 10 subscribers' 4. MO/MT related Customer Complaints > 10 subscribers'	Within four (4) hours	Every four (4) hours	Twenty-four hour (24) hours
Level 3	1. Route/signaling blocking <10% 2. Cross line and silent calls issues < 10 subscribers' 3. Mobile number portability issues < 10 subscribers' 4. MO/MT related Customer Complaints < 10 subscribers'	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote congestion 2. External Technical Irregularities ("ETI") 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

Explanatory Notes to Paragraph 7.5.10 above:-

(a) All faults reported shall be ascribed with a 'Priority Level' as set out in the table above for

response and rectification purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.

- (b) 'Response Timeframe' refers to the timeframe for the Operator whose Network, Facility and/or Service is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.
- (c) 'Progress Update Frequency' refers to the frequency to update the other Operator until the fault is rectified.
- (d) 'Rectification Timeframe' refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

7.6. Other Technical Matters

7.6.1. Technical Obligations

7.6.1.1. 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 Determination.

7.6.1.2. Network Protection and Safety

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 this Agreement:

- (a) Do not endanger the safety or health of the officers, employees, contractors, agents or Customers of the other Operator; and
- (b) Do not damage, interfere with or cause any deterioration in the operation or impedes or interrupts the continuous use of the other Operator's Network.
- (c) Each Operator must not interfere with the use of the

Communications Services provided by the other Operator.

- (d) Both Operators shall ensure all work places are safe and they are in compliance with safety procedures appropriate to the activities being undertaken.
- (e) Should a member or staff of either Operator become ill or sustain injury while on or at the other Operator's site, every priority must be offered to assist the individual to receive first aid.
- (f) Should any visitor or employee have an accident, full details must be reported to the other Operator within one (1) Business Day.
- (g) An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

7.6.1.3. 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.

Notice of interference and rectification

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

7.6.2. Screening

- 7.6.2.1. Each Operator will take reasonable care to prevent the transmission of any

signaling message across the POIs which do not comply with the agreed inter-Operator signaling specification.

7.6.2.2. To protect the integrity and prevent disruption to each other's network, each Operator may :

- (a) implement monitoring and/or screening functions in its Gateway Exchanges or elsewhere in its network to detect signals outside the agreed specification;
- (b) take any necessary action, but not limited to, blocking or rejection of such signals, discarding information fields or communications that do not meet the agreed specifications;
- (c) take any necessary actions to prevent disruption to its network resulting from signals outside the agreed specification.

7.6.2.3. The above shall not be used to restrict or disrupt valid customer access.

7.6.3. **Signaling Point Code**

Each Operator will only reveal its signaling point codes that are required by the other Operator to do its routing to the destination network. This is necessary in order to maintain and protect the integrity and security of the network.

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8. **Part G: Confidentiality Agreement**

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is entered into on this day of 201

BETWEEN

DIGI TELECOMMUNICATIONS SDN. BHD. (Company No: 201283-M), a company incorporated in Malaysia and having its principal place of business at Lot 10, Jalan Delima 1/1, Subang Hi-Tech Industrial Park, 40000 Subang Jaya, Selangor Darul Ehsan, Malaysia (“**Digi**”);

AND

(Company No.:), a company incorporated in
and whose place of business is at (the “**Company**”).

(Digi and the Company are individually referred to as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:-

- A. Digi is a licensed carrier under the Communications and Multimedia Act 1998. Pursuant to the Act, Digi may offer communications network services within and outside Malaysia.
- B. The Access Seeker is a licensed carrier under the Communications and Multimedia Act 1998. Pursuant to the Act the Access Seeker may offer communications network services in Malaysia.
- C. Pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List Determination No. 1 of 2005 As Varied By Variation To Commission Determination on Access List (Determination No. 1 of 2005) Determination No. 1 of 2009, Determination No. 2 of 2015 (“**Access List Determination**”) and the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access Determination No. 2 of 2005 As

Varied By Variation To The Commission Determination On Mandatory Standard On Access (Determination No. 2 of 2005) Determination No. 2 of 2009 and Determination No. 3 of 2016 (**“MSA Determination”**) and the Commission Determination on Mandatory Standard on Access Pricing Determination No.1 of 2012 As Varied By Variation to Commission Determination on Mandatory Standard on Access Pricing (Determination No. 1 of 2012) Determination No.4 of 2015 (**“MSAP Determination”**), the Parties herein govern their relationship inter se on the confidentiality and disclosure of an Access Agreement in accordance with this Reference Access Offer (**“RAO”**).

- D. For such purpose, the Parties will have to disclose to each other commercially valuable non public, confidential or proprietary information deemed confidential by the Parties, such as but not limited to commercial, financial or technical information or documents that may be disclosed by a Party (**“Disclosing Party”**) to the other Party (**“ Receiving Party”**).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

Confidential Information shall have the meaning specified in **Clause 1.2**;

Control shall mean the right or power to control or direct, whether by contract, equity ownership or otherwise, directly or indirectly, the affairs of another person, including without limitation, (a) the power to direct the policies, affairs or management of a person, (b) the power to control the composition of any board of directors or governing body of the person, (c) holds ownership of 50% or more issued shares of the said person, (d) holds 50% or more voting rights attached to the issued shares or other securities of the person, and **“Controlled”** shall be construed accordingly;

Disclosing Party shall mean the Party to this Agreement that discloses Information, directly or indirectly to the Recipient under or in relation to this Agreement;

Information shall include information provided directly or indirectly by the Disclosing Party to the Recipient in oral (where oral it is subsequently reduced into writing) or documentary form or by way of models or other tangible or intangible forms or by demonstrations and whether before, on or after the date of this Agreement;

Recipient shall mean a Party to this Agreement that receives Information, directly or indirectly from the Disclosing Party;

Telenor Group shall mean any entity existing now or in the future, whether directly or indirectly, owning or owned by or under common ownership with, or Controls, is Controlled by or under common Control with Digi.

1.2 “**Confidential Information**” shall mean for the purposes of this Agreement:

- (a) Information or material whether or not proprietary to the Disclosing Party which is provided or made available, directly or indirectly, to the Recipient by the Disclosing Party or otherwise acquired by the Recipient, from time to time during the term of this Agreement, in any form whatsoever, in the course of any discussions, negotiations or communications relating to the Purpose, including but not limited to trade secrets, ideas, techniques, sketches, drawings, diagrams, models, inventions, designs, photographs, flowcharts, samples, products, technologies, techniques, know-how, analysis, processes, records, equipment, algorithms, computer software and programs, database and system structures, Information pertaining to the past, present, future, and proposed products and services (including improvements thereto) of the Disclosing Party in relation to the Purpose, particular Information concerning research, experimental work, design details and specifications, analysis, financial Information (statements, projections and budgets), price lists, inventories, processes and procedures, business operations, marketing strategies, development plans, purchasing, manufacturing, business forecasts, sales and retail, advertising plans, and other data and Information pertaining to its customers, clients, contractors employees, investors, shareholders, advisors or any other third parties; and any other business or technical Information or data relating to the Disclosing Party disclosed under this Agreement in relation to the Purpose :
 - (i) that is designated in writing as confidential by the Disclosing Party or which by its nature ought to have been known by the Recipient as confidential; and
 - (ii) whether or not owned or developed by the Disclosing Party.
- (b) Without limiting the foregoing, where it relates to computer software, it shall include but not be limited to source codes, object codes, user manuals, programming manuals, modification manuals, flow charts, drawings, software listings, models, drafts and

diagrams relating to the software;

- (c) Terms of any negotiation or agreement between the Parties relating to the Purpose or proposed transaction relating thereto;
- (d) Any reference to Digi's Confidential Information in this Agreement shall, where relevant, include the Confidential Information of Telenor Group.

1.3 Unless the context requires otherwise:

- (a) words importing the singular number shall include the plural and vice versa;
- (b) words importing any particular gender shall include all other genders; and
- (c) references to persons or entities include natural persons, bodies corporate, partnerships, trusts and unincorporated and incorporated associations of persons.

1.4 Any reference to any statute or statutory provision shall be a reference to that statute or statutory provision as amended, modified, extended, re-enacted or replaced from time to time and including all subordinate legislation made under it from time to time.

1.5 Headings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement and do not form part of or affect the interpretation of this Agreement.

1.6 Reference to this "Agreement" or any other agreement or instrument herein shall be construed to include this Agreement or such agreement or instrument as amended, supplemented, novated and/or replaced from time to time.

1.7 Unless stated otherwise, the term clause as used in this Agreement shall refer to the clauses in this Agreement.

1.8 The Recipient agrees that the failure of the Disclosing Party in marking or labelling any Information to be confidential shall not affect its status as Confidential Information.

2. EXCEPTIONS

2.1 The obligations of confidentiality in this Agreement shall not apply to any Information that:

- (a) is or becomes publicly available or public knowledge other than as a result of a breach of

this Agreement by the Recipient;

- (b) is known to or available the Recipient before the date the Information is provided to the Recipient by the Disclosing Party;
- (c) is received by the Recipient without restriction on disclosure or use from a third party lawfully entitled to disclose to the Recipient without such restriction;
- (d) has been independently developed without reference or use of any Confidential Information imparted by the Disclosing Party; or
- (e) is disclosed with the prior written consent of the Disclosing Party;
- (f) the communication or disclosure was in response to a valid order by a court or other regulatory or governmental body, was otherwise required by law, or was necessary to establish the rights of any Party under this Agreement. In the event the Recipient is requested by any governmental body or authority to disclose any of the Confidential Information, to the extent permitted by law, the Recipient shall promptly notify the Disclosing Party prior to its disclosure so as to enable the Disclosing Party to apply for any appropriate remedy to protect its rights under this Agreement.

- 2.2 The Recipient intending to rely on the exclusions in **Clause 2.1** above shall bear the burden of showing that any of the foregoing exclusions apply to any Confidential Information or materials.

3. DURATION

- 3.1 The term of this Agreement shall be for a period of two (2) years from the date of this Agreement. Notwithstanding the expiry or early termination of this Agreement, the confidentiality obligations herein shall survive for another two (2) years from the date of expiry or termination of this Agreement.

4. UNDERTAKINGS OF THE RECIPIENT

- 4.1 Subject to **Clause 2.1**, the Recipient shall maintain the Confidential Information in strict confidence and shall not disclose it to any other person except as provided in **Clause 4.4** and **Clause 6** below.
- 4.2 The Recipient shall not use the Confidential Information in whole or in part for any purpose other than the Purpose.

- 4.3 The Recipient undertakes not to, directly or indirectly discloses, reveal and/or divulge, for its own benefit or the benefit of any third party, or misuse or use, the Confidential Information to the detriment of the Disclosing Party or in such a way that the Recipient may at any time obtain commercial advantage over the Disclosing Party.
- 4.4 Without limiting **Clause 4.1** above, the Recipient undertakes not to disclose or reveal the Confidential Information except to its officers, directors, employees, representatives, agents, contractors, sub-contractors, advisors or to such other Parties as may be permitted expressly in writing by the Disclosing Party, and such disclosure shall be made in strict confidence, on a need to know basis and for the Purpose only.
- 4.5 The Recipient undertakes to immediately notify the Disclosing Party upon learning of any unauthorised use or disclosure of any Confidential Information.
- 4.6 The Recipient undertakes not to make copies, publish, reproduce or otherwise reduce into writing or into any other tangible or intangible form all or any part thereof of the Confidential Information save for the purposes contemplated in this Agreement.
- 4.7 The Recipient shall comply with all laws and regulations as may be applicable to the Confidential Information and this Agreement including but not limited to the **Personal Data Protection Act 2010** (as current and in effect at the applicable time).
- 4.8 The Recipient undertakes to use reasonable endeavours to exercise a degree of care and diligence and ensure the Confidential Information is protected with security measures no less than that which the Recipient applies to its own Confidential Information of a similar character.
- 4.9 The Recipient undertakes to be accountable for the compliance and performance of the undertakings enumerated in **Clauses 4.1 to 4.7** above on the part of the Recipient's officers, directors, employees, agents, representatives, contractors, subcontractors, advisors or any person having access to the Confidential Information pursuant to the terms herein.
- 4.10 The Recipient agrees that any breach of any of the confidentiality obligations in **Clauses 4.1 to 4.8** above by any of its officers, employees, directors, agents, representatives, contractors, subcontractors, advisors or any permitted person to whom the Confidential Information is disclosed shall constitute a breach of this Agreement by the Recipient.

5. WARRANTIES AND REPRESENTATIONS

5.1 Each Party represents and warrants to the other that:

- (a) it has the necessary corporate authority to enter into and perform its obligations under this Agreement and its respective designated officers, as applicable, are duly authorized by their respective directors and shareholders to bind them by signing this Agreement;
- (b) the execution and performance of this Agreement will not breach, and is not prohibited by the provisions of any law, regulations, agreement, indenture, undertaking, legal provision or other instruments binding upon them; and
- (c) where it discloses any Confidential Information pursuant to or in relation to this Agreement, it warrants that it owns the said Confidential Information or otherwise has all necessary rights and licenses to the said Confidential Information and to share and disclose the same to the Recipient(s) for the purpose of the Purpose.

5.2 Any reliance placed by the Recipient or its representative(s) on the Confidential Information provided by the Disclosing Party is to be at the own risk of the Recipient or its representative(s). For the avoidance of doubt, the Disclosing Party shall not be obliged to enquire, analyse or conduct any investigation whatsoever into the accuracy, completeness or adequacy or freedom from defect of any kind of the Confidential Information or whether any liability to the Recipient or its representatives shall result from the use of it or any part thereof.

6. PERMITTED DISCLOSURES

6.1 Notwithstanding anything to the contrary in this Agreement, both Parties shall be entitled, to the extent necessary, to disclose the Confidential Information or any part(s) thereof subject to the terms of this Agreement:

- (a) to its legal, technical, insurance, professional and financial advisers and accountants;
- (b) in connection with the procurement of any insurance or presentation of any insurance claim;
- (c) in connection with any financing obtained or proposed to be obtained; or
- (d) to its permitted assignees and investors.

7. RETURN OF CONFIDENTIAL INFORMATION

- 7.1 The Recipient shall at its own cost and to the extent reasonably practicable, return or destroy the Confidential Information and any copies thereof whether written, printed or in whatever form or media including Confidential Information stored within any computer or any other device, in its possession or under its custody or control, within seven (7) days of the written request of the Disclosing Party at the termination of this Agreement, save to the extent the Recipient is required to retain such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or stock exchange or in accordance with the Recipient's internal policy, or where the Confidential Information is contained in any computer record or file which has been created by and pursuant to any automatic archiving system or IT back-up procedure.
- 7.2 Notwithstanding the return or destruction of the documents and materials containing the Confidential Information, each Party shall continue to be bound by the undertakings and obligations in accordance with the terms of this Agreement.

8. REMEDIES

- 8.1 The Recipient agrees to indemnify and hold harmless the Disclosing Party against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of the confidentiality obligations under or pursuant to this Agreement by the said Recipient or such other parties it is accountable for pursuant to this Agreement.
- 8.2 The Recipient agrees that the obligations of the Recipient provided herein are necessary and reasonable in order to protect the Disclosing Party and its business, and the Recipient expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by any of the Recipient of its covenants and agreements set forth herein. Accordingly, the Recipient agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that damages may not be an adequate remedy, and that without prejudice to **Clause 8.1** and in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to seek and obtain an ex parte interlocutory or final injunction to prohibit or restrain the Recipient or its employees or such other parties that may have access to the Confidential Information, from any breach or threatened breach of this Agreement. This clause shall survive the termination of this Agreement.

9. TERMINATION

- 9.1 This Agreement may be terminated :-

- (a) by either Party giving to the other Party a written notice of termination of no less than thirty (30) days ; or
- (b) by mutual agreement of the Parties in writing.

9.2 Notwithstanding the termination of this Agreement pursuant to **Clause 9.1**, the confidentiality obligations in this Agreement shall continue to bind the Recipient for two (2) years from the date of termination.

10. GRANT OF RIGHTS

10.1 Nothing in this Agreement is intended to grant or imply any rights, by license or otherwise, to either Party under any patent, copyright, trade secret, or other intellectual property right with respect to the Confidential Information disclosed hereunder, nor shall this Agreement grant or imply to either Party any rights in or to the other Party's Confidential Information.

11. ADVERTISING

11.1 Neither Party shall use nor disclose the other Party's name in relation to the Purpose nor use the other Party's name in connection with any advertising or publicity materials or activities without the prior written consent of the other Party, who shall have absolute discretion to withhold such consent.

12. NON-CONFLICTING ACTIVITIES

12.1 Nothing contained in this Agreement shall be construed as creating an obligation to refrain either Party from entering into a business relationship or similar agreements with any third party.

13. AGENCY, PARTNERSHIP AND JOINT VENTURE EXCLUDED

13.1 Nothing contained in this Agreement shall be construed as creating agency, joint venture, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to bind the other Party in any contract or transaction whatsoever or to create any obligation or duty, express or implied, on behalf of any other Party thereto.

14. NO OBLIGATION

- 14.1 Nothing in this Agreement shall be construed to obligate either Party to procure from the other Party any products or services or to enter into any business or commercial arrangement or transaction with the other Party.

15. ENTIRE AGREEMENT

- 15.1 This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.

16. AMENDMENT AND VARIATION

- 16.1 No amendment or variation of this Agreement shall bind either Party unless such amendment or variation is agreed to in writing and signed by a duly authorized representative of each Party.

17. ASSIGNMENT

- 17.1 Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party without the prior written consent of the other Party.

18. WAIVER

- 18.1 No waiver by either Party of any right or of a breach of any provision of this Agreement shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such right or provision or to sanction any subsequent breach thereof.

19. SEVERABILITY

- 19.1 Any term or provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or rendering unenforceable the remaining provisions hereof.

20. NOTICE

- 20.1 Unless expressly agreed, any notice or communication to be given under this Agreement shall be in writing in the English language and may be given or sent by hand, A.R. registered post, courier or e-mail to the Parties at their respective addresses or contact number as stated herein (or such other address or contact numbers as either Party may give notice to the other Party from time to time):

Digi

Address : Digi Telecommunications Sdn. Bhd.
Lot 10, Jalan Delima 1/1
Subang Hi-Tech Industrial Park
40000 Subang Jaya
Selangor Darul Ehsan

Attn :

Telephone no. :

Email address :

The Company

Address :

Attn :

Telephone no. :

Email address :

and shall be deemed to be given by the sender and received by the addressee:-

- (a) if by delivery in person, when delivered to the addressee at the addressee's address;
- (b) if by post, four (4) Business Days after posting if sent by A.R. registered mail;
- (c) if sent by courier, two (2) Business Days after dispatch; or
- (d) if by email transmission, upon acknowledgement of receipt of the email by the addressee.

“Business Day” shall mean a day other than Saturday, Sunday or a public holiday in Selangor, Malaysia. If the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm on a Business Day, it is deemed to be given or delivered (as the case may be) at 9.00 am on the next Business Day.

21. GOVERNING LAW AND DISPUTE RESOLUTION FORUM

- 21.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and each Party agrees to submit to the exclusive jurisdiction of the courts of Malaysia.

22. COUNTERPARTS

- 22.1 This Agreement may be executed in counterparts but is not effective until each Party has executed at least one counterpart. Each counterpart shall be deemed to be an original, but the counterparts together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS THEREOF, the Parties have hereunto set their hands and seals as of the date first above written.

SIGNED by)
for and on behalf of)
DIGI TELECOMMUNICATIONS)
SDN. BHD.)
(Company No. 201283-M))

Name:

Designation:

in the presence of:-

Witness:

Designation:

SIGNED by)
for and on behalf of)
)
(Company no.))

Name:

Designation:

in the presence of:-

Witness:

Designation:

9. Part H: Facilities and / or Services

Product Module 1	O&T Services
Product Module 2	Interconnect Link Service
Product Module 3	Network Co-Location Service
Product Module 4	Infrastructure Sharing
Product Module 5	Trunk Transmission
Product Module 6	MVNO Access

**** Important Notice:**

A. All Product Modules shall be read as part of the Access Agreement.

PRODUCT MODULE 1

ORIGINATION AND TERMINATION SERVICES (“O&T SERVICES”)

SECTION I – FIXED NETWORK ORIGINATION AND TERMINATION SERVICE

1. Service Description

1.1. Section I of sets out the terms and conditions which would be applicable to:-

1.1.1. Fixed Network Origination Service;

1.1.2. Fixed Network Termination Service,
unless otherwise expressly stated.

2. Access Service

2.1. Subject to the Interconnection Service being provided and the Access Seeker's compliance with a Service Ordering Procedure, Digi will provide the agreed Access Service.

2.2. Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control.

2.3. The Access Seeker will pay the Access Charges to Digi for Access Services. in accordance with the applicable provisions. For avoidance of doubt, International Inbound Calls are considered as domestic Call Communications.

2.4. For the avoidance doubt, the Free-phone Numbers and Toll Free Numbers are not applicable under this O&T Services.

2.5. Digi shall acknowledge receipt of each Order for an O&T Service within one (1) Business Day.

3. Forecasts

Digi shall only request Forecasts where:-

3.1. the maximum period of time covered by Forecasts regarding O&T Services is one (1) year;

3.2. the minimum intervals or units of time to be used in Forecasts regarding O&T Services is

six (6) months; and

- 3.3. the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months.

4. Number Range Activation

- 4.1. Where requested to do so by the Access Seeker, use its best endeavours to activate in Digi's network a code or number range within ten (10) Business Days after the agreed testing date of the said code or number range. In this respect, the Operators shall commence testing within ten (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; and
- 4.2. in all cases, activate a code or number range within thirty (30) days from the date of request by the Access Seeker or after the agreed testing date, whichever is applicable save and except where the testing of the said code or number range fails, where there is a delay on the part of the Access Seeker or where the Access Seeker requests for a longer activation date.

5. Handover Principles

Where access is provided to an O&T Service, an Operator shall handover interconnected calls to the other Operator on the basis requested by the Access Seeker, unless otherwise agreed in an Access Agreement. For clarification:

- 5.1. for originating Services provided by Digi, the terminating Operator (as an 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; and
- 5.2. for terminating Services provided by Digi, the originating Operator (as an Access Seeker) may elect whether handover will be on a Near End Handover or on a Far End Handover basis subject to applicable charging.

5A. Acknowledgement of receipt

Digi shall acknowledge receipt of each Order for an O&T Services within one (1) Business Days.

6. Acceptance Or Rejection

Digi must notify an Access Seeker that an Order for an O&T Service is accepted or rejected within ten (10) Business Days after:

- 6.1. issuing the Notice of Receipt in respect of the Order, where Digi did not undertake any

post-Order Service Qualification for that Order; or

- 6.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.
7. The Billing Cycle for O&T Services will be monthly.
8. Digi shall perform Network Conditioning on an equivalent basis to that which Digi performs Network Conditioning for itself for the same or similar type of O&T Services.

8A. Indicative delivery timeframe

The indicative delivery timeframe for O&T Services shall be as follows:-

Description	Indicative Delivery Timeframe
Existing Service Only for upgrade and / or request for additional E1	20 Business Days
New request and there is not existing O&T Service with the Access Seeker	40 Business Days

For clarification, the indicative delivery timeframe above commences from the Notice of Acceptance or confirmation of the Order (as applicable).

9. CLI

- 9.1. For the purpose of billing reconciliation and call charge verification, Operators will provide CLI to each other subject to CLI being forwarded to it from another Network with which its Network is interconnected.
- 9.2. An Operator must route a Customer's original CLI and must not translate numbers, use dummy numbers or dummy CLI, or use any means to alter numbers which may confuse or have the tendency to confuse the other Operator's Network (including transit Networks) or billing systems. Where technical problems for routing or billing so demand, then the use of dummy numbers shall only be permitted as agreed between the Operators.

10. Numbering

- 10.1. The Operators are to comply with the obligations, operations and procedures in relation

to the Fixed Numbers determined by the Number Plan promulgated by the Commission.

- 10.2. The Operators shall have full discretion in allocating the Fixed Numbers which have been allocated for their respective use by the Commission subject to the following conditions:
- 10.3. Save for Telephony Service over IP numbers, every 10,000 block of numbers must be capable of reference to and restricted to one Telephone Area; and
- 10.4. Any allocation of Fixed Numbers facilitates access to and routing over the Operator's Network in accordance with the procedures laid down in the Terms and Conditions for Technical Matters.

11. Fixed Number SMS Termination Service

- 11.1. The Access Provider shall provide the Access Seeker with the Fixed Number 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; and for the carriage of signals over a digital signalling system for the purpose of terminating SMS Communications made to that Called Party.
- 11.2. The Access Provider shall provide Fixed Number SMS Termination Service only in Malaysia. The functionalities of the Fixed Number SMS Termination Service include circuit switching and the signalling required to support the Interconnection Service.

12. Quality of Service

Digi shall provide access to O&T Services for Access Seeker in accordance with the quality of service parameters set out below, and otherwise on an equivalent basis as it provides for itself:-

Network Quality	Threshold (%)	Remarks
(a) Successful Call	$\geq 94\%$	
(i) Answered Call		Number of calls that successfully seized a trunk group and are answered.
(ii) Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to 'terminating subscriber is busy.'
(iii) 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.
(iv) Call Abandon		Indicates the unallocated numbers and incomplete dialing from calling party.

Network Quality	Threshold (%)	Remarks
Call Establishment Rate (i) + (ii) + (iii)	$\geq 85\%$	Expressed as the sum of Answered, Busy and No Answer Calls and indicates the proportion of calls that successfully seized the circuits out of the total call attempts.
(b) Unsuccessful Call	$\leq 6\%$	Number of calls offered to a trunk group that successfully overflowed or are rejected in their own switch. Internal congestion of originating POI and interconnect route congestion are due to insufficient capacity to support the current traffic. Short message service ("SMS") is to be agreed with the Access Seekers in accordance with best practices.
(i) Network Congestion	$\leq 3\%$	
Internal Congestion (ICONG)	$\leq 1\%$	
External Congestion (OCONG)	$\leq 2\%$	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating that far end congestion has occurred within the terminating POI and the subsequent terminating Network, SMS is to be agreed with Access Seekers in accordance with best practices.
(ii) Network Fault	$\leq 3\%$	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.
External Technical Irregularities / Error (ETI)	$\leq 2\%$	
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.

13. Freephone 1800 and Toll Free 1300 Services

12.1.1 All calls to Freephone Numbers of the Operator providing Freephone 1800 Service shall be handed over on a mutually agreed handover basis.

12.2.1 All calls to Toll Free Numbers of the Operator providing Toll Free 1300 Services shall be handed over on a mutually agreed handover basis.

SERVICE DESCRIPTION

SECTION II – MOBILE NETWORK ORIGINATION AND TERMINATION SERVICE

1. Service Description

Section II sets out the terms and conditions which would be applicable to:-

1.1. Mobile Network Origination Service; and

1.2. Mobile Network Termination Service,

unless otherwise expressly stated.

2. Access Service

2.1. Subject to the Interconnection Service being provided and the Access Seeker's compliance with a Service Ordering Procedure, Digi will provide the agreed Access Service stated in this Section II in accordance with the agreed provisioning procedure, as set out in the Terms and Conditions for Technical Matters and the Manuals.

2.2. Each Operator must ensure that the carriage of Call Communications by it conforms to the QOS Standards for the carriage of Call Communications in respect of which the Operator has control.

2.3. The Access Seeker will pay to Digi for Access Services stated in this Part I: Access Pricing Product Module 1, the Access Charges in accordance with the applicable provisions set out in the Part I: Access Pricing Product Module 1. For avoidance of doubt, International Inbound Calls are considered as domestic Call Communications.

2.4. A Call Communication made to or from a mobile terminal in Malaysia that is roaming from its base network in a foreign country on the network of an Operator ("**Visited Network**") in Malaysia will, as between the Operators, be treated:-

2.4.1. 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

2.4.2. 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.

2.5. In the event that a Call Communication to a number (the Called party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Mobile

Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Access Charges). Any Access Charges incurred in forwarding the call from the original Called Party number to another Fixed Number or Mobile Number or to another network, shall be to the account of the Called Party or the Operator to which the Called Party is connected. For the avoidance of doubt, the international call forwarding shall be prohibited.

3. Forecasts

Digi shall only request Forecasts where:-

- 3.1. the maximum period of time covered by Forecasts regarding O&T Services is one (1) year;
- 3.2. the minimum intervals or units of time to be used in Forecasts regarding O&T Services is six (6) months; and
- 3.3. the maximum frequency to update or to make further Forecasts regarding O&T Services is once every six (6) months.

4. Handover Principles

Where access is provided to an O&T Service, an Operator shall handover interconnected calls to the other Operator on the basis requested by the Access Seeker, unless otherwise agreed in an Access Agreement. For clarification:

- 4.1. for originating Services provided by Digi, the terminating Operator (as an 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; and
- 4.2. for terminating Services provided by Digi, the originating Operator (as an Access Seeker) may elect whether handover will be on a Near End Handover or on a Far End Handover basis subject to applicable charging.

5A. Acknowledgement of receipt

Digi shall acknowledge receipt of each Order for an O&T Services within one (1) Business Days.

5. Acceptance Or Rejection

Digi must notify an Access Seeker that an Order for an O&T Service is accepted or rejected within ten (10) Business Days after:

- 5.1. issuing the Notice of Receipt in respect of the Order, where Digi did not undertake any

post-Order Service Qualification for that Order; or

- 5.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.
6. The Billing Cycle for O&T Services will be monthly.
7. Digi shall perform Network Conditioning on an equivalent basis to that which Digi performs Network Conditioning for itself for the same or similar type of O&T Services.
8. **CLI**
 - 8.1. For the purpose of billing reconciliation and call charge verification, Operators will provide CLI to each other subject to CLI being forwarded to it from another Network with which its Network is interconnected.
 - 8.2. An Operator must route a Customer's original CLI and must not translate numbers, use dummy numbers or dummy CLI, or use any means to alter numbers which may confuse or have the tendency to confuse the other Operator's Network (including transit Networks) or billing systems,. Where technical problems for routing or billing so demand, then the use of dummy numbers shall only be permitted as agreed between the Operators.

8A. Indicative delivery timeframe

The indicative delivery timeframe for O&T Services shall be as follows:-

Description	Indicative Delivery Timeframe
Existing Service Only for upgrade and / or request for additional E1	20 Business Days
New request and there is not existing O&T Service with the Access Seeker	40 Business Days

For clarification, the indicative delivery timeframe above commences from the Notice of Acceptance r confirmation of the Order (as applicable).

9. Numbering

- 9.1. The Operators are to comply with the obligations, operations and procedures in relation to the Mobile Numbers determined by the Number Plan promulgated by the Commission.
- 9.2. The Operators shall have full discretion in allocating the Mobile Numbers which have been allocated for their respective use by the Commission subject to the following conditions:
 - 9.2.1. Each Mobile Number must be allocated in accordance with the cellular mobile operator's respective numbering plan; and
 - 9.2.2. Each Mobile Number must be capable of reference to the Home Area.
- 9.3. The Operators shall ensure that while the Mobile Virtual Network Operators who are connected to and utilizing their Network have full discretion in allocating the Mobile Numbers which have been allocated for their use by the Commission, each such Mobile Virtual Network Operators shall comply with the following conditions:
- 9.4. Each Mobile Number must be allocated in accordance with the Mobile Virtual Network Operator's numbering plan; and
- 9.5. Each Mobile Number must be capable of reference to the Home Area.

10. SMS Termination Access Service

- 10.1. The Operators shall in its usage of the SMS access comply and shall ensure that that their respective Customers comply with all applicable laws Ordinance, rules and regulations applicable in Malaysia.
- 10.2. The SMS Access shall solely be provided to the Operator's directly connected customers only or the directly connected customers of the Mobile Virtual Network Operator who is connected to and utilizing its Network.
- 10.3. The Operators shall ensure 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 directly connected Customer of the other Operators, unless otherwise agreed in writing by the Operators.
- 10.4. The Operators agrees that any and all advertisement via SMS originated by the Access Seeker or the Mobile Virtual Network Operator who is connected to and utilizing its

Network shall be prohibited from being sent to Digi's Customers, unless otherwise agreed in writing by the Operators.

- 10.5. The Operators shall be entitled to block, in its Network, any SMS Communication made from the other Operator's Network, which does not fill the requirement set out herein.

11. MMS Termination Access Service

- 11.1. Digi shall provide the Access Seeker with the MMS Termination Access Service, which is a network service for the carriage of MMS Communications over the internet protocol Network and/or direct interconnection situated between each Operator's Multimedia Messaging Service Centre ("MMSC") for the purpose of terminating the MMS Communication.
- 11.2. Digi shall provide MMS Termination Access Service only in Malaysia, using its GSM Network (inclusive of GPRS) to terminate the MMS Communications on its Mobile Numbers. Functionalities of MMS Termination Access Service include circuit switching and internet protocol addressing required to support the Interconnection Service.
- 11.3. Each Operator agrees:-
- 11.3.1. The MMS Access shall solely be provided to the Operator's directly connected customers only or the directly connected customers of the Mobile Virtual Network Operator who is connected to and utilizing its Network that MMS Termination Access Service shall only be provided for "peer to peer" MMS traffic between Customers of the Operators;
- 11.3.2. that Digi may, acting in good faith, take necessary steps to block in its Network any MMS Communication originating from the Access Seeker's Network which contravenes any applicable laws, rules, regulation, standards or codes in Malaysia. In such event, Digi shall immediately notify the Access Seeker of the said blocking.
- 11.3.3. that Digi shall, except if Digi is limited by network constraints, provide "Legacy Support" to all its Customers who have yet to activate their MMS service. "Legacy support" is a feature whereby Digi shall undertake to notify all its subscribers (who are unable to receive MMS Communications on their mobile phone) via SMS notification, that they have received MMS Communications which are pending retrieval.
- 11.3.4. That Digi shall use its best endeavors to maintain each MMS Communication terminating at its Network (regardless whether the said MMS Communication is successfully delivered to Digi's subscribers' mobile phone) at its MMSC for a maximum period of seventy two (72) hours, calculated from the time the said

MMS Communication terminates at its Network.

11.3.5. That the capacity of each MMS Communication sent to Digi's Network by the Access Seeker shall not exceed 300KB. The agreed capacity may be reviewed upon mutual agreement between the Operators.

11.3.6. To exchange summary reports of its Call Data Records on a monthly basis.

11.3.7. To refrain from sending any advertisement relating to its Communication Services via MMS to the other Operator's Customers unless otherwise mutually agreed.

12. Freephone 1800 and Toll Free 1300 Services

12.1. All calls to Freephone Numbers of the Operator providing Freephone 1800 Service shall be handed over on a mutually agreed handover basis.

12.2. All calls to Toll Free Numbers of the Operator providing Toll Free 1300 Services shall be handed over on a mutually agreed handover basis.

13. Quality of Service

Digi shall provide access to O&T Services for Access Seeker in accordance with the quality of service parameters set out below, and otherwise on an equivalent basis as it provides for itself:-

Network Quality	Threshold (%)	Remarks
(a) Successful Call	$\geq 94\%$	
(i) Answered Call		Number of calls that successfully seized a trunk group and are answered.
(ii) Busy Call		Number of calls that successfully seized a trunk group and are terminated after connection due to 'terminating subscriber is busy.'
(iii) 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.
(iv) Call Abandon		Indicates the unallocated numbers and incomplete dialing from calling party.
Call Establishment Rate (i) + (ii) + (iii)	$\geq 85\%$	Expressed as the sum of Answered, Busy and No Answer Calls and indicates the proportion of calls that successfully seized the circuits out of the total call attempts.

Network Quality	Threshold (%)	Remarks
(b) Unsuccessful Call	$\leq 6\%$	
(i) Network Congestion	$\leq 3\%$	
Internal Congestion (ICONG)	$\leq 1\%$	Number of calls offered to a trunk group that successfully overflowed or are rejected in their own switch. Internal congestion of originating POI and interconnect route congestion are due to insufficient capacity to support the current traffic. Short message service ("SMS") is to be agreed with the 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 that far end congestion has occurred within the terminating POI and the subsequent terminating Network, SMS is to be agrees with Access Seekers in accordance with best practices.
(ii) Network Fault	$\leq 3\%$	
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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PRODUCT MODULE 2

INTERCONNECT LINK SERVICE

1. Service Description

Digi agrees to provide the Access Seeker with Interconnect Link Service which enables:-

- 1.1. the physical connection between the network of Digi and the network of an Access Seeker for the purpose of providing an Interconnection Service;
- 1.2. the interconnection of the Signaling System Number Seven (SS7) network of Digi to the SS7 network of an Access Seeker at the signal transfer point; and
- 1.3. not limited to sub-Paragraphs 1.1 and 1.2 above, it shall include any other signaling technology which is currently available or which may be developed in future.

2. Commercial And Technical Obligations

All commercial terms and conditions applicable to the provision by Digi of Interconnect Link Service and the operational and technical requirements shall be specified in the Access Agreement.

3. Term

- 3.1. Interconnect Link Service shall be provided for subscription periods specified in the Access Agreement. Notwithstanding the foregoing, the term of provision of Interconnect Link Service shall not extend beyond the term of the Access Agreement or its earlier termination or expiration.
- 3.2. The agreement to provide Interconnect Link Service shall be effective as from the date:
 - (a) the Access Agreement is registered with the Commission pursuant to Section 150 of the Act; and
 - (b) all conditions precedent stated in the Access Agreement have been fulfilled to the satisfaction of Digi.

4. Forecasts:

Digi shall only request Forecasts where:

- 4.1. the maximum period of time covered by Forecasts regarding Interconnect Link Service is three (3) years;

- 4.2. the minimum intervals or units of time to be used in Forecasts regarding Interconnect Link Service is one (1) year; and
- 4.3. the maximum frequency to update or to make further Forecasts regarding Interconnect Link Service is once a year.
- 5. Digi shall acknowledge receipt of each Order for an Interconnect Link Service within two (2) Business Days.
- 6. Digi must notify Access Seeker that an Order for an 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 Digi does not undertake any post-Order Service Qualification for that Order; or
 - 6.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.
- 7. The Billing Cycle for Interconnect Link Service will be quarterly.

8. Access to Facilities

- 8.1. Where relevant, the network facilities access and co-location procedures shall be applicable.
- 8.2. Where an Access Seeker leases Interconnect Link Service from Digi to trunk its Interconnect Traffic to and from the POI/POP to its Gateway, Digi's equipment can be co-located in the Access Seeker's premises in accordance with Terms and Conditions for Technical Matters for the required space in the Access Seeker's premises.
- 8.3. The Access Seeker shall provide Digi reasonable access to its premises at no cost when Digi reasonably requires it for the purpose of installing, maintaining, modifying or removing Digi's equipment required at the POI/POP.

9. Point of Interface

9.1. General

This sets out point of interface that is applicable in relation to the provision of Facilities and/or Services.

9.2. Consideration for Point of Interface Location

- 9.2.1. The technical consideration for determining the locations for POI/POP Digi shall include 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;
- (d) Digi may determine not to establish a POI/POP at a location where the aforesaid technical consideration does not warrant the same.

9.2.2. Digi's list of POIs offered is as set out in **Clause 7.2.2 of Part F (Technical Matters)**.

9.3. **Criteria for Establishing a New POI/POP**

9.3.1. 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 forecasts of its five (5) year requirement for Interconnect Link Service at the proposed new POI, such forecasts are not binding on the Access Seeker.
- (b) the Interconnect Link Service shall be re-dimensioned to provide for a minimum of three years (3) 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.

9.3.2. For purposes of an In-span Interconnection, the connection shall be provided by means of optical fibre circuits. However except where mutually agreed by the Operators, due to location, speed or other reasons; microwave or a hybrid configuration may be used.

9.3.3. For the purpose of physical interconnectivity between Operators, the Operators agreed to the following configuration option:

- (a) Physical co-location

- (b) In-span Interconnection
- (c) Virtual co-location

9.3.4. The following shall also be agreed for In-span Interconnection:

- (a) the right to use of the number of E1s of the installed POI capacity for each Operator shall be on a 50:50 basis;
- (b) the in-span fiber connection shall be at a point mutually agreed;
- (c) the number of other nodes to be served by this POI capacity;
- (d) at the time of provision of the In-Span Interconnection, the latest technology is preferred, in particular Internet Protocol (IP) and the type of equipment at both ends shall be compatible with the technology agreed;
- (e) Access Seeker's microwave equipment must also be compatible with Digi's Equipment; and / or
- (f) the connection between one Operator to another will be point to point with protection in accordance with the agreed service level availability.

9.4. **Interconnect Link Service Usage**

9.4.1. The cost of establishing the necessary transmission links and equipment required carrying and terminating Interconnect traffic shall be either:

- (a) borne equally by the Operators (where each Operator is entitled to an equal share of the capacity within the link) ; or
- (b) borne separately by either Operator where each Operator is responsible for its own equipment and portion of the infrastructure (where each Operator is entitled to an equal share of the capacity within the link).

9.4.2. Each Operator shall be responsible for maintaining its own transmission links and equipment on its side of the agreed POI/POP.

9.5. **POI/POP Procedures**

9.5.1. Interconnection

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

9.5.2. Lack of space

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

9.5.3. Access Seeker requested POI

Digi shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified in Appendix 1. Digi shall promptly accept or reject a request by the Access Seeker under paragraph, and provide the Access Seeker with reasons if it rejects the Access Seeker's request. The Access Seeker may then request a meeting with Digi to discuss the rejection of its request and Operators shall meet five (5) Business Days from the Access Seeker's request.

9.5.4. 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.

9.5.5. POI/POP factors

When determining a request, Digi must have regard to the following:

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

9.5.6. Inter-Closed Number Area service

Digi offers interconnection to permit calls to be transmitted across Closed Number Area boundaries, whether directly or in transit.

9.5.7. Acceptance of Point of Interface Commissioning Procedure

Both Operators shall mutually agree on the POI/POP commissioning date.

10. Indicative delivery timeframe

The indicative delivery timeframe for Interconnect Link Service shall be as follows:-

Description	Indicative Delivery Timeframe
Interconnect Link Service is requested at an existing POI between Digi and the Access Seeker	20 Business Days
Interconnect Link Service is requested at a new POI between Digi and the Access Seeker	4 months (provided that all relevant government and / or way-leave approval has been obtained by Digi)

For clarification, the indicative delivery timeframe above commences from the Notice of Acceptance or confirmation of the Order (as applicable).

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PRODUCT MODULE 3

Network Co-Location Service

1. Service Description

1.1. The Network Co-Location Service is a Facility and/or Service which comprises:

- (a) Physical co-location, which refers to the provision of space at Digi's premises to enable the Access Seeker to install and maintain equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air conditioning), security, site maintenance and access for the personnel of the Access Seeker;
- (b) Network premises at which co-location is to be provided includes switching sites, exchange buildings, and such other network facilities locations associated with the provision of a Facility or Service in the Access List, and includes co-location provided at any location where main distribution frame is housed.

2. Forecasts

2.1. There shall be forecast from Access Seeker to Digi for the Network Co-Location Services for the period of :-

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

2.2. Digi may reject the forecast where Digi reasonably believes that the forecast is inaccurate or, there is insufficient capacity having regards to:

- (a) Total current usage of the Facilities and/or Services by Digi and all Access Seekers;
- (b) the current rate of growth of total usage of the Facilities and Services by Digi and all Access Seekers; and the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;
- (c) subject to constrained capacity and the capacity allocation policy, the amount of

capacity in the Facilities and/or Services that Digi currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which Digi can reasonably provision for itself.

2.3. The forecast format will detail the following:

- a) Site
- b) Dimension
- c) Cabinet Quantity
- d) Operating Power
- e) Max Power

2.4. The following site is available for physical network co-location:-

- a) Lot 43, Technical Operation Center (TOC) at Subang Hi-Tech Industrial Park.

For the avoidance of doubt, any request for physical network co-location by an access seeker shall be subject to amongst others space and power requirements and / or access requirements (security reasons).

3. Digi shall acknowledge receipt of each Order for a Network Co-Location Service within two (2) Business Days.

4. **Acceptance and / or Rejection**

4.1. Digi must notify an Access Seeker that an Order for a Network Co-Location Service is accepted or rejected within ten (10) Business Days after:

4.1.1. issuing the Notice of Receipt in respect of the Order, where Digi does not undertake any post-Order Service Qualification for that Order; or

4.1.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.

4.2. If Digi intends proposes to refuse, or refuses, a request for physical co-location from an Access Seeker on the basis of current or future needs of Digi and/or the needs of other Access Seekers who are currently occupying or have ordered additional space from Digi, it must also notify the Access Seeker and the Commission of:

4.2.1. the space currently used by Digi;

- 4.2.2. the amount of space reserved for Digi's future needs;
 - 4.2.3. the space currently occupied by other Access Seekers;
 - 4.2.4. the space ordered by other Access Seekers; and
 - 4.2.5. the total amount of space potentially available but for the uses set out above.
- 5. The Billing Cycle for Network Co-Location Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
- 6. Digi shall allow nominated employees and/or contractors of a potential Access Seeker to physically inspect network facilities of Digi during normal business hours provided that the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees.
- 7. Where required to fulfill an Order for a Network Co-Location Service or for the Access Seeker to perform operations or maintenance activities, Digi shall allow an Access Seeker, its nominated employees and/or contractors to physically access Digi'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. Digi shall not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with the obligations as set out in the MSA Determination.
- 8. The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:
 - 8.1. the position of each person and the number of persons nominated; and
 - 8.2. the position of each of Digi's own personnel and the number of Digi's personnel to which Digi provides physical access to such network facilities.
- 9. Escorts**
 - 9.1. Digi is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into Digi's property if Digi requires an escort for its own employees or contractors in the same circumstances. If Digi 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 Digi's property,

Digi shall:

- 9.1.1. bear the costs of such escort service;
 - 9.1.2. subject to Paragraph 9.1.4 below provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
 - 9.1.3. subject to Paragraph 9.1.4 below, 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 sites; and
 - (b) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
 - 9.1.4. 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 pursuant to Paragraphs 9.2 or 9.3 above (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
 - (b) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.
 - 9.2. If an escort does not arrive at Digi's property within the timeframe specified in subsection Paragraph 9.1 above, the Access Seeker's nominated employees and/or contractors may proceed to enter Digi's property without an escort.
10. The Access Seeker must establish and maintain a register of all persons who visit Digi's property on the Access Seeker's behalf, which must be made available for inspection by Digi, upon request.

11. Space

- 11.1. If there are space constraints at a particular location, Digi shall take reasonable steps to optimize its usage of the space, including through the upgrading of facilities and transferring Equipment to an alternative location. If Digi has used its best efforts to accommodate all Access Seekers, and it is not physically possible for any further Access Seekers to be accommodated, Digi shall notify the Commission of the lack of space at the location.
- 11.2. Digi shall not reserve space other than for its own current needs, its future needs, calculated by use of a reasonably projected rate of growth over two (2) years and the needs of other Access Seekers who are currently occupying or have ordered space from Digi.
- 11.3. Digi shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.
- 11.4. Digi shall not impose minimum space requirements on an Access Seeker.

12. Preparatory work

- 12.1. If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on a Digi's network facilities, Digi shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies Digi (acting reasonably and in accordance with the policy referred to in this paragraph) that such employees and/or contractors have the necessary qualifications. Digi shall make available a policy about the necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work under this paragraph, and such policy to be non-discriminatory in its application to Digi's personnel and the Access Seeker's employees and/or contractors who perform similar functions.
- 12.2. If Digi agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis):
 - 12.2.1. Digi 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; and

- 12.2.2. Digi 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.
- 12.3. If Digi agrees to perform preparatory work and Digi is or is likely to be unable to perform such work within the agreed timeframe, Digi shall:
 - 12.3.1. notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after Digi becomes aware of the possible delay;
 - 12.3.2. permit the Access Seeker notified under Paragraph 12.3.1 above to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
 - 12.3.3. compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.

13. Utilities and Ancillary Services

- 13.1. If Digi has allowed access or physical co-location at a particular location or network facilities, Digi must, where the relevant utilities and ancillary services are within Digi'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 Digi provides to itself, including but not limited to:
 - 13.1.1. subject to land owner's condition, access to roads;
 - 13.1.2. subject to land owner's conditions, access to land;
 - 13.1.3. power, including the provision of back-up power;
 - 13.1.4. environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
 - (a) 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
 - (b) site maintenance.

- 13.2. The utility and ancillary costs in respect of the network facilities as contemplated in this paragraph shall be apportioned (in accordance with fair and equitable principles) between Digi and all Access Seekers at the relevant location.
14. There is no requirement for the use of cages or similar structures to physically segregate co-located Equipment, or Equipment located at or on network facilities of Digi.
15. Digi permits an Access Seeker to locate Equipment on or at Digi's network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network facilities, including but not limited to multi-functional Equipment which may also be used for purposes other than those specified in this paragraph.
16. All Operators shall mark or label their Equipment in such a manner that they can be easily identified as the Equipment of the Operator.
17. Digi permits, and does all things reasonably necessary to allow, an Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted pursuant to this paragraph.
18. Digi shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities of Digi as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible.
- 19. Security and critical national information infrastructure:**
- 19.1. Digi may decline to publish information in connection with particular Points of Interface and other locations where Facilities are located, for national or operational security reasons, but in such circumstances, Digi shall:
- 19.1.1. promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this Standard;
- 19.1.2. offer to provide, and if the offer is accepted, provide, updated location details to such Operators as Points of Interface and Facilities are withdrawn, introduced and changed; and
- 19.1.3. provide all such information to the Commission and, on a six (6) monthly basis, the locations at which Digi is offering to supply Network Co-Location Service, the locations at which Access Seekers have requested Network Co-

Location Service and the locations at which Digi is actively supplying Network Co-Location Service.

19.2. Digi may establish reasonable security procedures and processes (such as identity checks) to apply to personnel of Access Seekers who will physically access Points of Interface or other locations where Facilities are located. However, such procedures and processes shall:

19.2.1. not completely or substantially prohibit an Access Seeker from physically accessing a Point of Interface or other relevant location unless Digi has been directed in writing to do so by the Government (in which case, Digi shall notify the Commission); and

19.2.2. be no more restrictive or onerous than the procedures and processes that Digi imposes on its own personnel who physically access the same Points of Interface and locations.

20. Indicative delivery timeframe

The indicative delivery timeframe for Network Co-Location Service shall be as follows:-

<u>Description</u>	<u>Indicative Delivery Timeframe</u>
<u>Network Co-Location Service</u>	<u>20 Business Days and / or such other longer date as may be mutually agreed between Digi and the Access Seeker (subject to the infrastructure requirement)</u>

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PRODUCT MODULE 4

Infrastructure Sharing

1. 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
- 2. Specified network facilities include towers and Associated Tower Sites.
 - 3. Physical access includes power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.
 - 4. Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.

5. Forecasts

- 5.1. The Access Seeker must submit a forecast to Digi for the required Infrastructure Sharing on a yearly basis where:
 - 5.1.1. the maximum period of time covered by forecasts regarding Infrastructure Sharing is one (1) year;
 - 5.1.2. the minimum intervals or units of time to be used in forecasts regarding Infrastructure Sharing is one (1) year; and
 - 5.1.3. the maximum frequency to update or to make further forecasts regarding Infrastructure Sharing is once a year.
- 5.2. If Digi consider that any forecast is unreasonable, or that the work which it would be required to carry out based on the forecast is not reasonably achievable within the delivery periods contemplated under this schedule, the Access Seeker is required to resubmit a more reasonable forecast to Digi. Digi will promptly negotiate a reasonable forecast. Pursuant to such an agreement, the Access Seeker and Digi will only be required to carry-out the work which is reasonably achievable within the delivery periods contemplated under this schedule. To assist the negotiations:
 - 5.2.1. Digi will provide information in relation to the work which it would be required to carry out to meet the forecast which it considers to be unreasonable and the

time frame of that works;

5.2.2. Both parties will provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and

5.2.3. Both parties will endeavor to put forward proposals to produce a satisfactory outcome for both.

5.3. Pending the outcome of this negotiation, Digi shall not be obliged to accept any order or provide any Infrastructure Sharing in respect of the portion of the forecast which it considers being unreasonable or pursuant to which it would be required to carry out work which is not reasonably achievable within the delivery periods contemplated.

6. Digi shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.

7. Acceptance or Rejection

7.1. Digi shall notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:

7.1.1. issuing the Notice of Receipt in respect of the Order, where Digi does not undertake any post-Order Service Qualification; or

7.1.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.

8. The Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and quarterly in advance for subsequent years.

9. Where required to fulfill an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, Digi shall allow an Access Seeker, its nominated employees and/or contractors to physically access Digi's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

10. Nominated personnel

10.1. The employees and/or contractors nominated by the Access Seeker will be reasonable, having regard to:

10.1.1. the position of each person and the number of persons nominated; and

10.1.2. the position of each of Digi's own personnel and the number of Digi's personnel

to which Digi provides physical access to such network facilities.

11. **Escorts**

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

11.1.1. bear the costs of such escort service;

11.1.2. provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;

11.1.3. 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

11.1.4. 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.

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

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

13. **Utilities and ancillary services**

13.1. Where the relevant utilities and ancillary services are within Digi's control, Digi 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 Digi provides to itself, including but not limited to:

13.1.1. subject to land owners' conditions, access to roads;

13.1.2. subject to land owners' conditions, access to land;

13.1.3. power, including the provision of back-up power;

13.1.4. environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

13.1.5. 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

13.1.6. site maintenance.

13.2. The utility and ancillary costs in respect of the network facilities shall be apportioned (in accordance with fair and equitable principles) between Digi and all Access Seekers at the relevant location.

14. **Indicative deliver timeframe**

The indicative delivery timeframe for Infrastructure Sharing shall be as follows:-

Description	Indicative Delivery Timeframe
Readily Available Site and physical work is required	40 Business Days and / or such other date as may be mutually agreed between Digi 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).

PRODUCT MODULE 5

Trunk Transmission Services

1. Service Description

- 1.1. The Trunk Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points, not being End User locations or Access Seeker Points of presence on Digi's network, via such network interfaces at such transmission rates as may be agreed between Digi and the Access Seeker on a permanent or virtual basis.
- 1.2. Network interfaces may use any technology as may be agreed between the Access Provider and the Access Seeker including, for example, Ethernet interfaces.
- 1.3. The functionalities of the Trunk Transmission Service include:
 - 1.3.1. transmission and switching, whether packet or circuit;
 - 1.3.2. the signalling required to support the technology or to provide a service;
 - 1.3.3. termination at either end by a port, router, network termination unit, switch; and
 - 1.3.4. a digital protocol including Internet Protocols
- 1.4. The Trunk Transmission Service may be for a carriage of communications which comprise application service
- 1.5. An Access Seeker for the Trunk Transmission Service which includes but not limited to a network facilities provider or network service provider which is only authorised to provide limited network service provider which is only authorised to provide limited network facilities or network services such as in the last mile, but wishes to acquire the Transmission Service in order to connect its limited network facilities or network services.



Figure 1: Transmission Service

2. Forecasting

- 2.1. The Access Seeker must submit a forecast to Digi when the Transmission Services is required for a period more than one (1) year.
- 2.2. The forecast must be given on a yearly basis.
- 2.3. If Digi consider that any forecast is unreasonable, or that the work which it would be required to carry out based on the forecast is not reasonably achievable within the delivery periods contemplated under this schedule, the Access Seeker is required to resubmit a more reasonable forecast to Digi. Pursuant to such an agreement, the Access Seeker and Digi 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:-
- 2.4. Digi 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;
- 2.5. Both parties will provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and
- 2.6. Both parties will endeavor to put forward proposals to produce a satisfactory outcome for both.

2.7. Pending the outcome of this negotiation, Digi shall not be obliged to accept any order or provide any Transmission Services in respect of the portion of the forecast which it considers being unreasonable or pursuant to which it would be required to carry out work which is not reasonably achievable within the delivery periods contemplated.

2.8. The forecast format as the following :

2.8.1. Site A – Site A Name, Latitude & Longitude (in decimal)

2.8.2. Site B – Site B Name, Latitude & Longitude (in decimal)

2.8.3. E1 or the Capacity Required

2.8.4. Timelines or RFS

2.8.5. Contact person and telephone number.

3. Access to Facilities

3.1. The Trunk Transmission Services is for services in Peninsular Malaysia only where the place/location that Digi have its own transmission network infrastructure.

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

4. Digi shall acknowledge receipt of each Order for a Trunk Transmission Service within two (2) Business Days.

5. Time for Acceptance or Rejection

5.1. Digi shall notify an Access Seeker that an Order for a Trunk Transmission Service is accepted or rejected within ten (10) Business Days after:

5.1.1. issuing the Notice of Receipt in respect of the Order, where Digi does not undertake any post-Order Service Qualification for that Order; or

5.1.2. providing the Access Seeker with the result of post-Order Service Qualification, where Digi has undertaken post-Order Service Qualification for that Order.

6. The Billing Cycle for Transmission Services will be quarterly.

7. Indicative delivery timeframe

The indicative delivery timeframe for Trunk Transmission Service shall be as follows:-

Description	Indicative Delivery Timeframe
If no new network facilities are required to supply the Trunk Transmission Service	20 Business Days
If new network facilities are required to supply the Trunk Transmission Service	40 Business Days

For clarification, the indicative delivery timeframe above commences from the Notice of Acceptance or confirmation of the Order (as applicable).

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PRODUCT MODULE 6

MOBILE VIRTUAL NETWORK SERVICE OPERATOR

1 Service Description

- 1.1 Subject to the terms of the Access Agreement, Digi shall provide MVNO Access which is a Facility and/or Service for access to the Mobile Network used by Digi to provide mobile services to the public.
- 1.2 MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide:-
 - 1.2.1 One or more of voice and data services, as selected by the Access Seeker;
 - 1.2.2 Application services subject to availability; and
 - 1.2.3 Services over networks including GSM, IMT-2000 or 3G, LTE, LTE-Advanced, and any other mobile networks which are currently available or which may be developed in the future
- 1.3 For avoidance of doubt, MVNO Access shall exclude domestic roaming and radio access network sharing.
- 1.4 The following are the services which will be provided and are described as follows:
 - 1.4.1 Voice Calls (Domestic and International);
 - 1.4.2 International Direct Dialing (IDD) Voice Calls;
 - 1.4.3 Short Messaging Service (SMS) (Domestic and International);
 - 1.4.4 Multimedia Messaging Service (MMS);
 - 1.4.5 Data Services; and
 - 1.4.6 Mobile Number Portability
- 2 Digi shall acknowledge request for Mobile Virtual Network Service from the Access Seeker within two (2) Business Days of receipt of any such request provided that the Access Seeker has given sufficient details and information on its plan, Digi shall respond to any Access Seeker's request within thirty (30) Business Days of receipt of such request.
- 3 Upon receipt of the a request from an Access Seeker, Digi shall undertake the following:-

No	List Of activities	Duration Required
1	Business/Marketing (known as Concept owner) prepares & submits concept paper to Technical team for assessment	3 working days
2	End to end assessment conducted by Technical team based on Concept paper – end to end assessment to be conducted on minimum 45 IT systems and 20 network elements - would require clarification with system vendor depending on the complexity of requirements	3 weeks Note: depending on the Queue. Concept papers will be assessed based on first come first serve
3	Assessment findings are shared with Concept Owners	1 working day
4	The assessment findings are presented to management for approval on solution and investment required.	1 working day
5	If the concept is approved in by the management, Concept owner to inform the Access Seeker about acceptance of request If technical solution is rejected by management due to complexity/system architecture change – Concept owner to inform Access Seeker about the rejection of request	1 working day

4 The Billing Cycle for MVNO Access will be on monthly basis.

5 Upfront Payment

Notwithstanding Paragraph 3 above, the Access Seeker is required to pay the following charges in the manner as set out below:-:-

5.1 Soft Pin Reload

The Access Seeker shall pay upfront seventy percent (70%) of the total amount payable for the relevant requested Soft-Pin Reload denomination. Upon payment, the Access Seeker shall provide the proof of payment to Digi by way of bank-in or transfer confirmation slip on the date of submission of Soft-Pin Reload request to Digi. The formula of the Soft-Pin Reload shall be as follows:-

(Soft-Pin Reload denomination x quantity of each denomination requested by the

Company) x 70%

5.2 Pin-less Reload

5.2.1 In respect of all Pin-less Reload which the Access Seeker executes by way of CSG API, the Access Seeker shall pre-pay the total Pin-less Reload amount for the relevant month within the first seven (7) days of the subsequent month. The monthly total advance Pin-less Reload amount payable shall be based on the relevant month's Pin-less Reload amount granted to the Access Seeker's subscribers by the Access Seeker. The total monthly Pin-less Reload amount for relevant month shall be based on Digi's record which will be provided to the Access Seeker by way of an electronic mail on the first two (2) day of the subsequent month.

5.2.2 the amount paid in Paragraph 4.2.1 above shall be offset against the current month invoice accordingly and the Access Seeker shall pay the balance (if any) in accordance with the payment terms as set out in the Access Agreement.

5.3 SIM provisioning.

5.3.1 The Access Seeker shall pay to Digi the total number of new SIM provisioning requested which shall be calculated based on the preloaded value of the respective new SIM provision. For the avoidance of doubt the "Preloaded Value" shall mean the pre-determined Ringgit denominated monetary value offered by the Access Seeker in its provisioned SIM. The calculation formula shall be as below:-

Number of MSISDN for new SIM provisioning x [(Preload Value (RM) (airtime credit + freebie values) + preload traffic (no. of minutes, no. of SMS and no. of megabyte (Mb) data)) x the corresponding wholesale charges for voice call, SMS and data] (as described in Part I of the MVNO Access Pricing section)

5.3.2 The Access Seeker shall pay to Digi within fourteen (14) Business Days prior to the completion of the SIM provisioning.

5.4 For the purpose of this Agreement,

5.4.1 "Soft Pin Reload" is airtime credit in the form of pins that the Access Seeker's subscriber(s) purchased to pay for the mobile services offered by the Access Seeker;

5.4.2 "Pin-less Reload" airtime credit granted by the Access Seeker through common service gateway application programming interfaces ("CSG API") for the Access Seeker(s)' subscribers to pay for the mobile services offered by the

Access Seeker.

6 System Implementation Fee

- 6.1 The Access Seeker is required to pay a one-off and non-refundable system implementation fee amounting to Ringgit Malaysia Five Hundred Thousand (RM500,000.00) excluding Taxes, for technical implementation work to deliver the MVNO Access and other technical supports at the point of the ready for service (the “**System Implementation Fee**”). The breakdown of the System Implementation Fee is as set out below:-

Item	Amount (RM)
Network & Integration (HLR, CSH, etc)	200,000
VAS (SMS, MMS, Voicemail, etc)	100,000
Billing – Wholesale and Retail	150,000
Customer Service & Self Served channels (USSD, IVR, etc)	50,000
Total	500,000

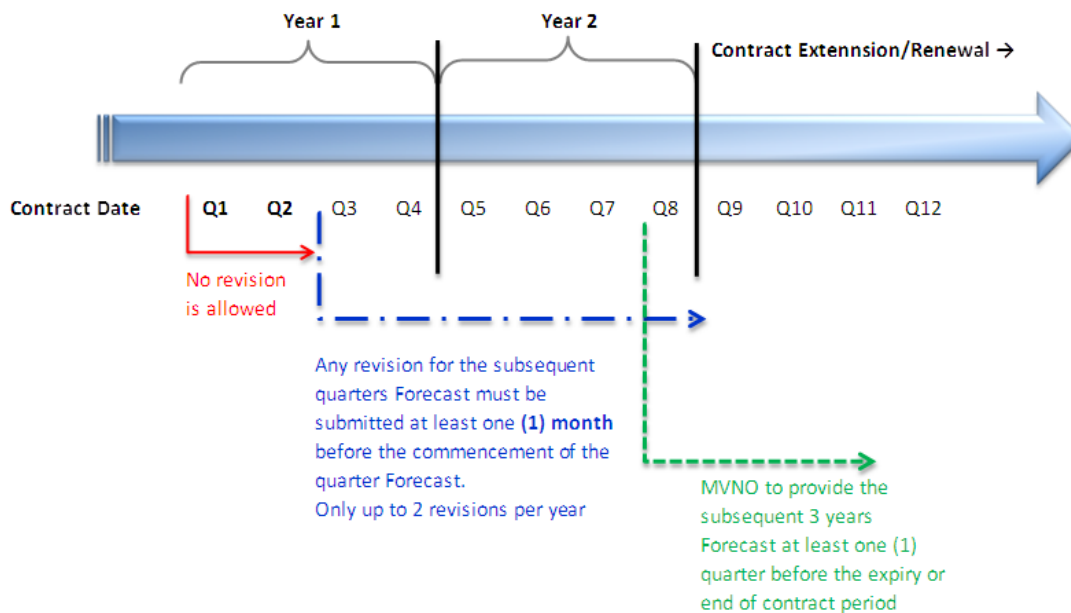
- 6.2 For the avoidance of doubt, the System Implementation Fee is only estimation. If, during the project study phase to enable the system readiness for launch of service there is incidental costs to be incurred by Digi in relation to the provision of MVNO Access, such incidental costs shall be borne by the Access Seeker and the breakdown of such incidental costs will be provided to the Access Seeker.

7 Forecasting

- 7.1 The Access Seeker shall be responsible for forecasting the Access Seeker’s subscribers’ traffic requirements for both inbound and outbound.
- 7.2 The Access Seeker shall provide Digi will reliable estimates of the Access Seeker mobile services traffic (“**Forecast**”) on a monthly rolling basis per year for the duration of the term of the Access Agreement no less than seven (7) days from the date of the Access Agreement.
- 7.3 The Access Seeker shall provide the renewed term Forecast at least one (1) quarter before the expiry of the initial term of the Access Agreement if the parties mutually agree to the

extension of the Access Agreement.

- 7.4 The Forecast shall include amongst other the number of Access Seeker's subscribers, total minutes of usage and total usage of data in megabyte (Mb).
- 7.5 All Forecast submitted shall remain applicable unless otherwise revised. The Access Seeker is limited to two (2) times calendar year revision of submitted Forecasts, but subject always that there shall not be any right of revision of the first two (2) quarters' Forecasts once submitted to Digi. Any revision of the subsequent quarters' Forecasts must be submitted at least one (1) month before the commencement of the relevant quarter.
- 7.6 The forecast procedure is illustrated below:-



- 8 Digi is prohibited from using any Access Seeker's Customer information to market or offer to supply its goods or services to that or any other Customer, save and except where:-
- 8.1.1 the Customer information is publicly available; or
- 8.1.2 the Customer information has been received or developed by Digi 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 Digi's supply of the MVNO Access. This includes any use or intended use by Digi to dissuade that Customer from

entering into contractual relationship with the Access Seeker for retail services that use the MVNO Access input or more generally, to persuade that Customer to enter into a contractual relationship with Digi for Digi's retail services.

- 9 Digi must provide MVNO Access on a modular and unbundled basis so that the Access Seeker does not have to acquire network components, Facilities or Services that are not required for MVNO Access to be provided.

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10. Part I: ACCESS SERVICE PRICING

1.	O & T Services	Access Pricing for Product Module 1
2.	Interconnect Link Service	Access Pricing for Product Module 2
3.	Network Co-Location Service	Access Pricing for Product Module 3
4.	Infrastructure Sharing	Access Pricing for Product Module 4
5.	Transmission Services	Access Pricing for Product Module 5
6.	MVNO Access	Access Pricing for Product Module 6

ACCESS PRICING for PRODUCT MODULE 1

O&T Services

Fixed Network Origination Service

1. Charges And Charging Principles

- 1.1 Fixed Network Origination Service supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Fixed Network Origination Service not listed in Table A below are negotiated charges.

Table A: Fixed Network Origination Service

The prices below for Fixed Network Termination Service shall be applied for the carriage of voice communications only (including facsimile).

sen per minute, 24 hour weighted average	2018	2019	2020
National	3.21	2.33	1.45

The prices below for Fixed Network Termination Service which terminates on network that is based on IP shall be applied for the carriage of voice communications to customer equipment at numbers beginning with pre-fix 0154 only.

sen per minute, 24 hour weighted average	
National	1.53

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Fixed Network Termination Service

1. Charges And Charging Principles

- 1.1 Fixed Network Termination Service supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Fixed Network Termination Service not listed in Table A below are negotiated charges.

Table A: Fixed Network Termination Service

The prices below for Fixed Network Termination Service shall be applied for the carriage of voice communications only (including facsimile).

sen per minute, 24 hour weighted average	2018	2019	2020
National	3.21	2.33	1.45

The prices below for Fixed Network Termination Service which terminates on network that is based on IP shall be applied for the carriage of voice communications to customer equipment at numbers beginning with pre-fix 0154 only.

sen per minute, 24 hour weighted average	
National	1.53

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Mobile Network Origination Service

1. Charges And Charging Principles

- 1.1 Mobile Network Origination Service supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Mobile Network Origination Service not listed in Table A below are negotiated charges.

Table A: Mobile Network Origination Service

The prices below for Mobile Network Origination Service shall be applied for the carriage of voice communications only.

sen per minute, 24 hour weighted average	2018	2019	2020
National	2.94	1.97	0.99

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Mobile Network Termination Service

1. Charges And Charging Principles

- 1.1 Mobile Network Termination Service supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A below.
- 1.2 For the purposes of clarification, all the other Mobile Network Termination Service not listed in Table A below are negotiated charges.

Table A: Mobile Network Termination Service

The prices below for Mobile Network Termination Service shall be applied for the carriage of voice communications only.

sen per minute, 24 hour weighted average	2018	2019	2020
National	2.92	1.96	0.99

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ACCESS PRICING for PRODUCT MODULE 2

Interconnect Link Service

1. Charges And Charging Principles

- 1.1 Interconnect Link Services supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B and Table C below.
- 1.2 For the purposes of clarification, all the other Interconnect Link Services not listed in Table A, Table B and Table C below are negotiated charges.

Table A: One Time Charges

Ringgit Malaysia per end 2 Mbps (E1)	2018	2019	2020
Installation	2,555	2,683	2,817

Table B: Rental Charges (Full Span Interconnection)

Ringgit Malaysia per month	2018	2019	2020
Below 1 Mbps	48	49	50
From 1 Mbps to 1 Gbps	634	612	593
From 1 Gbps to 10 Gbps	16,042	15,432	14,869
From 1 Gbps (using DWDM)	949	917	888

Table C: Cable Rental Charges (In-Span Interconnection)

Ringgit Malaysia per month	2018	2019	2020
For each pair of fibre cable: Link employing a fibre cable (per km)	31	32	34

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ACCESS PRICING for PRODUCT MODULE 3

Network Co-Location Service

1. Charges And Charging Principles

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

Table A: Network Co-Location Service Charges

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

ACCESS PRICING for PRODUCT MODULE 4 ‘

Infrastructure Sharing

Charges And Charging Principles

- 1 The applicable Charges for Infrastructure Sharing shall be commercially negotiated and agreed between the Access Seeker and Digi in accordance to the Access Agreement.
- 2 The below sets out the indicative reference Charges for Infrastructure Sharing in respect of towers and associated tower sites. Final pricing shall be subject to negotiations and mutual agreement between 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 / Rental Charges for Peninsular Malaysia

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

Table B: Indicative Tower Charges: Recurring / Rental Charges for Sabah

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

Table C: East Malaysia Zoning Category

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

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

- (a) Site maintenance and housekeeping;
- (b) Tower maintenance;
- (c) Physical access to site;
- (d) Site security such as guards for manned station and fencing and pad lock for unmanned station;
- (e) Routine maintenance of access roads;
- (f) Other costs such as tower permit and quit rent, site survey, equipment installation, provision of

space for cabin, outdoor equipment and space required for cable gantry connecting to the tower and generator set, etc.

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

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ACCESS PRICING for PRODUCT MODULE 5

Trunk Transmission Services

1. Charges And Charging Principles

- 1.1 Trunk Transmission Service supplied by Digi shall, only to the extent necessary, be subject to the Charges listed in Table A, Table B and Table C below.
- 1.2 The Charges for Trunk Transmission Service is as per mandated by MCMC.
- 1.3 For the purposes of clarification, all the other Transmission Service not listed in Table A and Table B below are negotiated charges.

Table A: Non Recurring Charges

Ringgit Malaysia	2018	2019	2020
Installation	426	447	469

Table B: Rental Charges

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

Between Peninsular Malaysia and Sabah and Sarawak			
1 Mbps	37	34	31
10 Mbps	371	340	315
100 Mbps	3,712	3,404	3,149
200 Mbps	7,423	6,808	6,298
500 Mbps	18,558	17,019	15,745
750 Mbps	27,837	25,529	23,617
1 Gbps	38,007	34,855	32,245
3 Gbps	114,022	104,565	96,734
5 Gbps	190,036	174,275	161,224

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ACCESS PRICING for PRODUCT MODULE 6

MVNO Access

Charges and Charging Principles

1. The applicable Charges for MVNO Access shall be commercially negotiated and agreed between the Digi 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:-
 - 1.1. Type and operating model of the MVNO Access;
 - 1.2. Type of product and services offering (over and above the above products and services) requested by the Access Seeker and the complexity thereof;
 - 1.3. Types of third party products (not offered by Digi) and content services requested by the Access Seeker;
 - 1.4. Additional customization efforts for system interoperability;
 - 1.5. Geographical service coverage and locations requested by the Access Seeker;
 - 1.6. Any other specific or particular service requirements as may be requested by the Access Seeker.
2. Table A outlines the indicative reference Charges for MVNO Access but final pricing shall be subject to negotiations and mutual agreement between Digi and the Access Seeker guided by conditions, incentives and principles set out above.

Table A: Indicative charges for general MVNO services

Service Type	RM per min/ SMS/ GB
Voice calls – On net	up to 0.09
Voice calls – Off net (* price to vary based on tiered volume)	up to 0.12
SMS – On net	up to 0.04
SMS – Off net	up to 0.06
Data service (* price to vary based on tiered volume)	up to 19

Note: M2M data price will depend on the type of business segment and traffic load

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11. Part J: Index to Forms

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FORM B.1

**ACCESS REQUEST FORM
(Standard Service Provisioning)**

I) ACCESS SEEKERS DETAILS

(a) Name of Company and Company Number :

(b) Registered Address :

(c) Telephone No:

(d) Fax No:

(e) Licenses in possession :

(f) Type(s) of licensed Communications Services provided :

II) ACCESS SEEKERS NOMINATED PERSONNEL DETAILS

(a) Name of Team Leader *: _____

(b) Designation : _____

(c) Telephone No: _____

(d) Facsimile No: _____

(e) 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) Quality of Service required: _____

(c) Technical Information on Interface Standards: _____

(d) Network and functionality of Services : _____

IV) TYPES OF SERVICES

(a) Nature of Services:

(b) Detailed Description of Access Sought:

(c) Expected Ready For Service Date:

V) TYPES OF FACILITIES

(a) Nature of Facilities:

(b) Types of Facilities:

(c) Location of Facilities:

(d) Detailed Description of Access Sought:

(e) Expected Ready For Service Date:

VI) 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.

VII) 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) Premiums:

(h) Period of validity:

VIII) SECURITY

Types of security offered:-

(a) Cash: _____

(b) Bond: _____

(c) Bank: _____

IX) ACCEPTANCE OR REJECTION OF STANDARD RAO TERMS

Please select one:

☐ We accept that Digi shall provide access to us in accordance with the standard terms and conditions in this RAO.

☐ We wish to negotiate the access agreement.

Dated this _____ day _____ of 20

Yours faithfully,

Name:

NRIC No.:

Designation:

Company stamp.



FORM B.1A

LETTER OF CONSENT

Attention: (Name of Company and Directors)

DIGI TELECOMMUNICATIONS SDN BHD

LOT 10, Jln Delima 1/1,
Subang Hi-tech Industrial Park,
40000 Subang Jaya,
Selangor.
Date:

Re: Letter of Consent for Disclosure of Credit Information of Company and Directors/Shareholders

Pursuant to the Credit Reporting Agencies Act 2010 (“Act”),

We (Name of Company/Business): _____

At (Address): _____

Company Email*: _____

Telephone (Handphone* where possible): _____

and I/We, the following individuals as Directors / Shareholders / Business Interest Parties hereby give you consent to obtain and/or disclose any Credit Information (as defined in the Act) relating to me/our company from and/or to RAM Credit Information Sdn Bhd or any source deemed appropriate to verify my/our credit history as you and/or RAM Credit Information Sdn Bhd or any source deemed appropriate may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive in relation to my/our company’s credit application or transaction with you for the following purposes (including but not limited to):

- Opening of account;
- Credit evaluation;
- Credit/account review;
- Credit/account monitoring;
- Debt recovery purposes;
- Scoring Solutions; and / or
- Legal documentation and/or action consented to a contract or facility granted.

This consent shall remain applicable as long as I/our company am/is maintaining an account/credit/any transaction with you.

Thank you.

Yours faithfully,
For and on behalf of
[Name of the Access Seeker]

[To be signed off by Authorised Representative of the Access Seeker /Director / Shareholder]

Name of Signatory: _____
Identity Card Number: _____
Designation of Signatory: _____
Company Name: _____
Company
Stamp/Chop: _____

This consent shall remain applicable as long as I/our company am/is maintaining an account/ credit/ any transaction with you.

Individual 1

Signature: _____
Name of Individual: _____
NRIC: _____
Email*: _____
Handphone*: _____

Individual 2

Signature: _____
Name of Individual: _____
NRIC: _____
Email*: _____
Handphone*: _____

Individual 3

Signature: _____
Name of Individual: _____
NRIC: _____
Email*: _____
Handphone*: _____

Individual 4

Signature: _____

Name of Individual: _____

NRIC: _____

Email*: _____

Handphone*: _____

FORM B.2

**ACCESS REQUEST FORM
(Fast Track Service Provisioning)**

I) ACCESS SEEKERS DETAILS

(a) Name of Company and Company Number :

(b) Registered Address :

(c) Telephone No:

(d) Fax No:

(e) Licenses in possession :

(f) Type(s) of licensed Communications Services provided :

II) ACCESS SEEKERS NOMINATED PERSONNEL DETAILS

(a) Name of Team Leader *: _____

(b) Designation : _____

(c) Telephone No: _____

(d) Facsimile No: _____

(e) 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) TYPES OF SERVICES

(a) Nature of Services:

(b) Detailed Description of Access Sought:

(c) Expected Ready For Service Date:

IV) TYPES OF FACILITIES

(a) Nature of Facilities:

(b) Types of Facilities:

(c) Location of Facilities:

(d) Detailed Description of Access Sought:

(e) 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) Premiums:

(h) Period of validity:

VII) SECURITY

Types of security offered:-

(a) Cash: _____

(b) Bond: _____

(c) Bank: _____

VIII) ACCEPTANCE OR REJECTION OF STANDARD RAO TERMS

Please select one:

☐ We accept that Digi shall provide access to us in accordance with the standard terms and conditions in this RAO.

☐ We wish to negotiate the access agreement.

Dated this _____ day _____ of 20

Yours faithfully,

Name:

NRIC No.:

Designation:

Company stamp.



FORM B.3 ACCESS REQUEST ACCEPTANCE
- DIGI REFERENCE INTERCONNECT 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 Access Agreement which is enclosed herewith for your attention.

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd



**FORM B.4 ACCESS REQUEST ACCEPTANCE
- NEGOTIATION FORM**

We write to inform you that in respect to your Access Request dated [] which was received on [], 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 RAO shall apply.

In respect of these negotiations:

I) DIGI'S NOMINATED CONTACT PERSONNEL DETAILS

(a) Name of Team Leader *: _____

(b) Designation: _____

(c) Telephone No: _____

(d) Facsimile No: _____

(e) E-mail address: _____

(f) Detailed availability for Access discussions: As per item no. **II** below _____

(* 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 Digi.)

II) DATE TIME AND VENUE

The first meeting to commence negotiations shall be at the following:

(a) Date: _____

(b) Time: _____

(a) Venue: _____

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn Bhd



FORM B.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,

Digi Telecommunications Sdn. Bhd.



FORM B.6
ACCESS REQUEST REJECTION NOTICE

We, regret to inform you that your Access Request dated [] which we received on [] has been rejected.

I) GROUNDS & BASIS 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) DIGI'S REPRESENTATIVES FOR MEETING

(a) Names:

(b) Designation:

Dated this _____ day _____ of 20

Yours faithfully,

Digi Telecommunications Sdn. Bhd.

Part K: Dictionary

This **Part K** contains the meanings to words, phrases and expressions used in this RAO. Notwithstanding the foregoing, where a word or phrase or expression used in this RAO is given a specific meaning in or by the context of this RAO, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Part K**.

Access Agreement

means the bilateral agreement to be executed between Digi and the Access Seeker which sets out the terms and conditions that govern the grant by Digi of access to Digi's Facilities and/or Services.

Access Charge

means a charge paid by the Access Seeker to Digi for accessing the Facilities and / or Services provided by Digi and subject to the Commission Determination on the Mandatory Standard on Access Pricing, Determination No.1 of 2017 (the "**Access Pricing**").

Access List

means the list of Facilities and Services determined from time to time by the Commission pursuant to **Chapter 3 of Part VI of the Act** and the current Commission determination is Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 1 of 2005) As Varied By Variation To Commission Determination on Access List (Determination No. 1 of 2005), (Determination No. 1 of 2009) (Determination No. 2 of 2015).

Access Request

means a request for access to network facilities or network services made by the Access Seeker to Digi.

Access Seeker

means an Operator who:

- (a) is a network facilities provider, network services provider, applications service provider or content applications service provider and who is a licensee as defined in the Act; and
- (b) makes a written request for access to network facilities or network services or is being provided with Facilities and/or Services by Digi under this Agreement by Digi.

Access Service in relation to Facilities and/or Services	means a service for the carriage of agreed Call Communications between: <ul style="list-style-type: none"> (a) a Point of Interface and a Called Party/called number; or (b) a Calling Party and a Point of Interface; or (c) two POIs /POPs.
Access Service Provider	means the Operator to whose Network, a line is directly connected and over which Services are supplied, and may also be a Gaining Service Provider or a Releasing Service Provider;
Act	means the Communications and Multimedia Act 1998 (Act 588) and as may be amended from time to time;
Ancillary Services	means such other services specified in the Access Agreement necessary for the use of the Co-Location Site or Infrastructure Licensed Site, as is within the capability of Digi to provide and includes without limitation access to roads and land, environmental services, security, site maintenance and the provision of utilities;
Applications Services	bears the meaning ascribed to it under the Act;
Business Day	means any day other than a Saturday, Sunday or public holiday (whether gazetted or not) which is lawfully observed as a national public holiday and on which commercial banks are open for usual banking business in Kuala Lumpur and Selangor;
CLI	means calling line identification ie the information generated by the network of one Party and forwarded through the network of the other Party which identifies the first party's calling number;
Called Party	means a Fixed Number or Mobile Number or person to which or whom a Call Communications 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 Outbound Call, the person originating the Call Communication.

Call Communications	means a Communication in whole or in part involving a number or IP address used in the operation of each Operator's network including Message Communications.
Charges	means the sums payable by the Access Seeker to Digi for accessing and/or being provided the Facilities and/or Services;
Common Antenna System	means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by Digi in association with in-building coverage;
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;
Commission	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589) and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia.;
Content Applications Services	bears the meaning ascribed to it under the Act;
Customer	means in relation to a Party, a person having a contractual relationship with the said Party for the provision of Applications Services including Content Applications Services by means of that Party's facilities and/or services;
DTS	means Digital trunk switch;
End User	means a consumer and final recipient of the service, and includes an ultimate retail Customer of an Operator;
Equipment	means any equipment (whether hardware or software), or device which is part of or within a Network;

Facilities

means facilities which facilitates the provision of network services or application services, including content application services and “Facility” shall be construed accordingly;

Far End Handover

means:

- (a) in relation to calls terminating on the PSTN, 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 Digi and the Access Seeker;

Fixed Network Origination Services

means an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from an ‘A’ party to a POI. The Fixed Network Origination Service comprises transmission and switching, whether packet or circuit, for Fixed Network to Fixed Network, Fixed Network to Mobile Network, and Fixed Network to outgoing international calls insofar as they relate to freephone 1800 number services, toll free 1300 services and other similar services which require any-to-any connectivity;

Fixed Network Termination Services

means an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from a POI to a ‘B’ party. The Fixed Network Termination Service comprises transmission and switching, whether packet or circuit, for Fixed Network to Fixed Network, Mobile Network to Fixed Network, and incoming international to Fixed Network calls and messages which require any-to-any connectivity.;

Fixed Number

means the PSTN and/or ISDN number directly connected to the exchanges of either Party and any other number as may be allocated by the Commission;

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 terminating party the Called Party is charged for the call;
Freephone 1800 Services	means the service utilizing Freephone Numbers.
Gaining Service Provider	means an Operator to whom another Operator's Customer requests for a transfer to be made to;
Gateway	<p>means a designated DTS or MSC or Media Gateway which: (to adjust the numbering)</p> <ul style="list-style-type: none"> (a) provides operational interworking between the networks of both Digi and the Access Seeker; (b) provides an agreed interface between the signaling, switching, transmission and operations systems of both Digi and the Access Seeker; and (c) is defined by a unique name or code; and supports one or more POIs.
GSM	means Global System for Mobiles as defined by ETSI and the GSM Memorandum of Understanding and as applied in Malaysia;
Home Area	means a defined geographical area within Malaysia where a customer's Mobile Number is registered according to a cellular mobile network operator's numbering plan;
Infrastructure Sharing Services	means the grant by Digi of a Infrastructure Licence and the provision of Ancillary Services to the Access Seeker;
Instrument	means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.
Interconnect Link	means the capacity measured in 2 Mbits/s or other agreed units between a Gateway and a POI for use in the provision of one or more Services and the interconnection of the signalling system number seven (SS7) network of Digi to the SS7 network of the Access Seeker at the signal transfer points;

Interconnect Link Service	means a Facility and/or Service which involves the provisioning of an Interconnect Link;
Internet Network	means a communications network running the TCP/IP and other Internet Protocols;
License	means an Individual License or a Class License granted by the Minister pursuant to the Act;
MSA Determination	means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 2 of 2005 As Varied By Variation To The Commission Determination On Mandatory Standard On Access, (Determination No. 2 of 2005) Determination No. 2 of 2009 and Determination No. 3 of 2016.;
Message Communications	means communications that provide only text with or without associated images, audio clips and video clips and includes Multimedia Messages and Short Messages;
Mobile Network Origination Service	means an Interconnection Service provided by means of a Mobile Network for the carriage of Call Communications from an 'A' party to a POI. The Mobile Network Origination Service supports Mobile Network to Fixed Network, Mobile Network to Mobile Network, and Mobile Network to outgoing international calls insofar as they relate to freephone 1800 number services, toll free 1300 services and other similar services which require any-to-any connectivity;
Mobile Network Termination Services	means an Interconnection Service provided by means of a Mobile Network for the carriage of Call Communications from a POI to a 'B' party. The Mobile Network Termination Service supports Mobile Network to Fixed Network, Mobile Network to Mobile Network, and incoming international to Mobile Network calls and messages which require any-to-any connectivity;
Mobile Number	means a cellular mobile number directly connected to the exchanges of either Party;

MVNO Access

means a Facility and/or Service for access to the Mobile Network used by Digi to provide public cellular services to the public. MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide:-

- (a) One or more of voice and data services, as selected by the Access Seeker;
- (b) Application services subject to availability; and
- (c) Services over networks including GSM, IMT-2000 or 3G, LTE, LTE-Advanced, and any other mobile networks which are currently available or which may be developed in the future.

For avoidance of doubt, MVNO access shall exclude domestic roaming and radio access network sharing'

Multimedia Message

means a message call comprising of a variety of elements which may be in the form of text, numeric, animation, graphics, pictures, audio, video, video streaming and photographs conforming to prevailing GSM standards with each multimedia message not exceeding 100 kbps;

Near End Handover

means:

- (a) in relation to a Call Communication originating from a Fixed Number or terminating to a Fixed Number, the delivery of the Call Communication to a POI or POP within the Closed Number Area where the Call Communication originated ; and
- (b) in relation to a Call Communication originating from or terminating to a Mobile Number, the delivery of the Call Communication to a POI or POP nearest to the location of the calling number as requested by the Access Seeker or as mutually agreed.

Network	means network facilities and/or network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying Communications by means of guided or unguided electromagnetic energy or both and in relation to an Operator, means so much of the network as is owned or operated by the Operator;
Network Capacity	means equipment and facilities required to be installed in Digi's Network for use in the provision of one or more Services but does not include Interconnect Link Service;
Network Co-location Service	means physical co-location service
Network Conditioning	means the conditioning, equipping and installation of Equipment in Digi's Network to enable the provision of O&T Services;
Network Facilities	bears the meaning as ascribed in the Act;
Network Services	bears the meaning as ascribed in the Act;
O&T Service	means an originating or terminating service in the Access List Determination, which on the Effective Date includes: <ul style="list-style-type: none"> (a) Fixed Network Origination Service; (b) Fixed Network Termination Service; (c) Mobile Network Origination Service; and (d) Mobile Network Termination Service;
Operator	means a network facilities provider, a network services provider, an applications service provider or a content application service provider (as the context requires) and includes both Digi and the Access Seeker.
Party	means Digi or the Access Seeker as the context requires and "Parties" means both Digi and the Access Seeker.

Point of Interconnection / POI

means an agreed location which:

- (a) constitutes a point of demarcation between the network of Digi and the Access Seeker; and
- (b) is at the point at which a Call Communication is transferred from one Party's network to the other Party's network by an agreed method;

Point of Interface

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

POP

means point of interface without an associated Gateway and is established at agreed locations for the purpose of accessing the Services and is the point at which Call Communications are transferred between Digi's network and the Access Seeker's network;

PSTN

means a public switched telecommunications network usually accessed by telephones, key telephone systems and private automatic branch exchanges, and the completion of circuits between the Calling Party and the Called Party in such a network requires network signalling in the form of dial pulses or multi-frequency tones;

Releasing Service Provider

means an Operator from whom its Customer requests a transfer;

Services

means the provision by Digi of access to Facilities and/or services and "Service" shall be construed accordingly;

Short Message

means a numeric or text message call conforming to the prevailing GSM standards of up to 160 characters;

Third Party

means a party who or which is not a party to the Access Agreement;

Toll Free Number

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, where the terminating party is charged for the call save for the local call charge levied on the originating Fixed Number or the local retail rates of the mobile operator for directly dialed calls, levied on the originating Mobile Number;