



## **REFERENCE ACCESS OFFER OF VIEWQWEST SDN BHD**

Effective Date : 1 May 2023

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Pursuant to the Commission Determination on the Mandatory Standard on Access List (Determination No.2 of 2015), Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 and Commission Determination on the Mandatory Standard on Access Pricing (determination No. 1 of 2017), Commission Determination on Access List (Determination No. 6 of 2021), Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022) and Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2023) issued by the Malaysian Communications and Multimedia Commission in accordance with sections 55 and 104(2) of the Communications and Multimedia Act 1998 (Act 588), ViewQwest Sdn Bhd is hereby publish this Access Reference Document for all Access Seekers' reference and request for access.

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## INTRODUCTION

1. This Access Reference Document ("RAO") specifies the procedures and processes to be followed by an Access Seeker who intends to acquire a product or service from ViewQwest Sdn Bhd (Company No. 888580-K) ("VQSB").
2. This RAO may be subject to amendments from time to time.
3. Where an amendment is made to the RAO, VQSB shall within ten (10) Business Days supply an amended copy of the RAO to all Access Seekers who have submitted to VQSB an Access Request and which Access Request is still pending process by VQSB. 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 VQSB within the said period.
4. For the purposes of this RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the 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.
5. If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, VQSB may, by giving written notice to all Access Seekers to whom it is supplying Access Service(s), withdraw or replace the RAO with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.
6. In the event any notice of dispute is received, VQSB shall notify all Access Seekers of the effective date of the amendment.
7. 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:

ViewQwest Sdn Bhd  
Suite 3-3A & 5, Lower Level 3, The Horizon Annexe,  
Avenue 7, Bangsar South City, No 8, Jalan Kerinchi,  
59200 Kuala Lumpur, Malaysia.

Attention: Regulatory & Compliance Officer

A change of address shall not be construed as an amendment to the RAO.

8. The terminology used in this RAO has the meaning ascribed to them in Section B. All other words and phrases used in this RAO shall, unless the context otherwise requires, have the same meaning as in the MSA.

## SECTION A: BACKGROUND AND SCOPE OF RAO

### 1. Introduction

1.1 This RAO only applies to Products that are consistent with the terms of the Access List.

### 2. Applicability To Licensees

2.1 This RAO applies to Access Seekers who are licensed under the Act as:

- (a) Network facilities providers;
- (b) Network service providers;
- (c) Applications service providers; and
- (d) Content applications service providers.

2.2 VQSB's RAO contains the terms and conditions for the following Services and/or Facilities:

- (a) Transmission Services
- (b) L3 HSBB Network Services

### 3. Non-Applicability of the RAO

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

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## SECTION B: INTERPRETATION AND DEFINITIONS

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

"**Act**" or "**CMA**" means the Communications and Multimedia Act 1998 (Act 588);

"**Access Agreement**" means the bilateral agreement to be executed between VQSB and the Access Seeker, which sets out the terms and conditions that govern the grant, by VQSB of access to VQSB's Facilities and/or Services;

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

"**Access Provider**" means a network facilities provider who owns or provides Facilities and/or network service provider who provides Service, listed in the Determination on Access List, Determination No. 2 of 2015 and who is a licensee as defined in the Act;

"**Access Request**" means a request for access made by an Access Seeker;

"**Access Seeker**" means an Operator who makes written request for access to Facilities and/or Services of VQSB or is being provided with Facilities and/or Services by VQSB;

"**Access Service Provider**" means the Operator to who's Network, a line is directly connected and over which Services are supplied, and may be a Gaining Service Provider or a Releasing Service Provider;

"**Activation Fee**" means a one-time fee charged to the Service Provider upon activation of the HSBB Services at the Customer's premise;

"**Applications Services**" bears the meaning ascribed to it under the Act;

"**Bank Guarantee**" means a guarantee executed in favor of VQSB, on behalf of the Access Seeker, by a bank approved by VQSB and in a format acceptable to VQSB;

"**Billing Cycle**" means the regular periodic basis on which the Access Provider shall issue Invoices for the supply of access to Facilities and/or Services during each Billing Period;

"**Billing Dispute**" means a dispute which is made in good faith over an Invoice prepared by VQSB to the Service Provider in relation to the charges for the provision of HSBB Services;

"**Billing Period**" means the period over which the supply of access to Facilities and/or Services is measured for the purpose of billing as contemplated in subsection 5.11.1 of the MSA, which shall be no more than one (1) month and in accordance with the relevant calendar month, unless otherwise agreed between the parties.;

"**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;

"**BTU**" means the Broadband Termination Unit located at the Customer's premises and which is connected to VQSB telecommunications networks and forms the demarcation point to separate the Customer's and Service Provider equipment from VQSB equipment, including, but not limited to Residential Gateways, telephones, modems, or set-top boxes for use with the Service Provider Services;

"**B2B**" means Business to Business;

"**Charges**" means all sums payable by the Service Provider to VQSB for the grant of the access to and the installation of the HSBB Services including the Activation Fee, at the rates agreed by the Parties of this Agreement or at any new rates as may be reviewed and agreed in writing by the Parties from time to time;

"**Churn**" means the processes which are required to be carried out by Operators in relation to the provision of Services and transfers of Customers, whenever a Customer requests for a transfer from the Operator who has been providing the said Customer with one or more Services to another Operator;

"**Churn Service**" means the Service which the Customer requests a Gaining Service Provider to provide;

"**Closed Number Area**" means a set of digit(s) beginning with the trunk prefix '0' which forms the first part of a national number, and which indicates the defined geographical area within Malaysia where the Customer's Fixed Number is located provided always that '09' in the states of Pahang, Terengganu and Kelantan will be treated as one Closed Number Area, '082' to '086' in the state of Sarawak will be treated as one Closed Number Area and '087' to '089' in the state of Sabah will be treated as one Closed Number Area;

"**Commencement date**" means the first day following successful connectivity of the HSBB Services for service activation at the Customer's premises in accordance with the procedure as set out in the Manual and on the terms of this Agreement;

"**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;

**"Confidential Information"** means all information, know how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the Disclosing Party but does not include:

- information which is or becomes part of the public domain (other than through any breach of an Access Agreement);
- information rightfully received by the Receiving Party from a third person without a duty of confidentiality being owed to the third person, except where the Receiving Party has knowledge that the third person has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party;
- information which has been independently developed by the Receiving Party; or
- information required by law or the business rules of any stock exchange to be disclosed, provided that the Receiving Party provides the Disclosing Party with all assistance reasonably required by the Disclosing Operator (at the Disclosing Party's cost) to enable the Disclosing Party to take any steps available to it to prevent that disclosure or to ensure that it occurs subject to a reasonable obligation of confidence;

**"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;

**"Customer Premises Equipment"** or **"CPE"** means the generic name for the Ethernet devices connected to the HSBB network;

**"Disclosing Party"** means the party disclosing the Confidential Information;

**"Effective Date"** means the date on which the relevant portions of the Access Agreement requiring registration are duly registered in its entirety with the Commission under section 150 of the Act;

**"End customer"** means a person or persons having contractual relationship with the Service Provider for the provision of the HSBB Services;

**"Equipment"** means any equipment (whether hardware or software), or device which is part of or within the Network;

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

**"Fault"** includes service interruptions for the Customer and a failure of the functionality, technical properties, interface, accessibility, and/or quality compliance with the Technical Specifications defined;



"**Fixed Network**" means network facilities and/or network services comprising the public switched telephone network and/or networks based on Internet Protocols for the provision of communications by guided electromagnetic energy or by point-to-point unguided electromagnetic energy;

"**Fixed Network Origination Service**" has the meaning as described in paragraph 4(1) of the Access List Determination;

"**Fixed Network Termination Service**" has the meaning as described in paragraph 4(2) of the Access List Determination;

"**Force Majeure**" means an event or circumstance beyond the reasonable control of an Operator which affects the Operator's ability to perform its obligations under this RAO or under an Access Agreement;

"**Forecast**" means a forecast made by the Access Seeker;

"**Forecast Request**" means a request by the Access Provider for Forecast Information from the Access Seeker;

"**Full Access Service**" has the meaning as described to it in paragraph 4(10) of the Access List Determination;

"**HSBB Services**" means the provision of the fiber optic high-speed broadband services owned by VQSB, which is part of its Open Network Infrastructure;

"**Instrument**" means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act;

"**Interconnect Link Service**" has the meaning as described in paragraph 4(5) of the Access List Determination;

"**Intellectual Property**" means all rights conferred under statute, common law and equity and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interest in them or licenses to use any of them;

"**Internet Protocol**" has the meaning given to it in paragraph 3 of the Access List Determination;

"**Invoice**" means the invoice for amounts due in respect of the supply of Facilities and/or Services during a Billing Period;

"**Licenses**" means an individual or class license(s) granted by the Minister pursuant to the Act for the provision of communication services under the Act;

"**MCMCA**" means the Malaysian Communications and Multimedia Commission Act 1998, [Act 589];

"**MDF**" means Main Distribution Frame;

"**MSA**" 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;

"**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 Co-Location Service**" has the meaning as described in paragraph 4(9) of the Access List Determination;

"**Network Conditioning**" means the conditioning, equipping and installation of Equipment in the Access Provider'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;

"**NOC**" means Network Operation Center;

"**Notice of Acceptance**" means the Access Provider's notice of acceptance of an Order provided to the Access Seeker;

"**Notice of Receipt**" means the acknowledgement of receipt of the Order from an Access Seeker;

"**O&T Service**" means an originating or terminating service in the Access List Determination;

"**Open Access**" means a concept of a network offering non-discriminatory usage terms for Service Providers to offer their services to the end users connected to the network;

"**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 VQSB and the Access Seeker;

"**Operational Support System**" or "**OSS**" means the interactive operational support system provided, or to be provided, by the Access Provider to the Access Seeker to perform the functions required in respect of access to Facilities and/or Services including but not limited to the service

fulfilment and service assurances operational support system;

"**Order**" means the Order which an Access Seeker must give to an Access Provider to obtain access to Facilities and/or Services;

"**Party**" means VQSB or the Access Seeker as the context requires and "Parties" means both VQSB and the Access Seeker;

"**Point of Interconnection**" or "**POI**" has the meaning given to it in paragraph 3 of the Access List Determination;

"**Point of Interface**" means a point at or between network facilities which demarcates the Network of an Access Provider 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;

"**Point of Presence**" or "**POP**" has the meaning given to it in paragraph 3 of the Access List Determination;

"**Product**" means each of the separate provision by VQSB of access to its Facilities and/or Services and "Products" shall be construed accordingly;

"**QOS**" means Quality of Service;

"**Receiving Party**" means the party receiving the Confidential Information;

"**RAO**" means the Reference Access Offer issued by VQSB;

"**Releasing Service Provider**" means an Operator from whom its Customer requests a transfer;

"**Relevant Change**" includes any Interface Change, Service Change, Network Change, OSS Change and Functionality Change;

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

"**Service Specific Obligations**" means the obligations which relate to specific types of Facilities and/or Services;

"**Standard**" means the Mandatory Standard on Access as determined by the Commission in this Determination;

"**Standard Access Obligations**" or "**SAO**" means the obligations which relate to access as referred to in section 149 of the Act;

"**Transfer Form**" means a form which is executed by a Customer for the purpose of authorising a

Churn;

"**Transfer Request**" means a request from a Gaining Service Provider to an Access Service Provider to implement a Churn, including a Transfer Form;

"**Validity Period**" has the meaning given to the term in paragraph 2.7.13(e) of this RAO.

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## SECTION C: PRINCIPLES OF ACCESS AND INTERCONNECTION

### 1. Legislative Background

- 1.1 Pursuant to the issuance of the Malaysia Communications and Multimedia Determination on Access List, Determination No. 2 of 2015; and
- 1.2 Following the issuance of the Ministerial Direction to Commission Determine a Mandatory Standard on Access, Determination No. 3 of 2016 which come to effect starting from 1st January 2017; and
- 1.3 Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2017 which come into effect starting from 1st January 2017; and
- 1.4 Following the issuance of the Commission Determination on Access List, Determination No. 6 of 2021 ("**Access List**"), which come into effect starting from 15th December 2021; and
- 1.5 Following the issuance of the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 ("**MSA**"), which has come into effect from 1 November 2022; and
- 1.6 Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2023 ("**MSAP**"), which come into effect on 1 March 2023; and
- 1.7 Pursuant to section 5.3.6 (b) of the MSA Determination, VQSB is pleased to prepare and maintain an Access Reference Document ("RAO") in relation to Facilities and/or Services on the Access List Determination which VQSB provides to itself or third parties and which:
  - a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
  - b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

### 2. Standard Access Obligations

- 2.1 VQSB's RAO is consistent with:
  - a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act ; and
  - b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

## SECTION D: ACCESS REQUEST PROCESS AND PROCEDURES

### 1. Introduction

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

### 2. Access Request Process

- 2.1 An Access Seeker that wishes to obtain access to any Facility and/or Service from VQSB, must submit an Access Request to VQSB. The Access Request shall contain the following information;
  - (a) the name and contact details of the Access Seeker;
  - (b) the Facilities or Services in respect of which access is sought;
  - (c) whether the Access Seeker wishes to accept the RAO or to negotiate an Access Agreement;
  - (d) the information (if any) the Access Seeker reasonably requires VQSB to provide for the purposes of the negotiations;
  - (e) two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by VQSB.
  - (f) Forecasts of the capacity the Access Seeker will reasonably require, having regard to VQSB's provisioning cycle;
  - (g) relevant technical information relating to the interface Standards of the Access Seeker;
  - (h) relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect VQSB's Network;
  - (i) Creditworthiness information in accordance with VQSB's requirements;
  - (j) Security Sum in accordance with VQSB's requirements;
  - (k) Insurance information in accordance with VQSB's requirement; and

(l) such other information as VQSB may reasonably request.

- 2.2 Within ten (10) Business Days of receipt of the Access Request from the Access Seekers, VQSB shall respond to the Access Seeker by either:
- (a) accepting the Access Request based on the terms and conditions in this RAO; or
  - (b) accepting the Access Request and to negotiate the Access Agreement; or
  - (c) requesting for further information from the Access Seeker; or
  - (d) rejecting the Access Request.

### 3. Acceptance

3.1 If the Access Request made by the Access Seeker 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 VQSB, then VQSB shall issue copies of the Access Agreement which the Access Seeker shall execute and return to VQSB within ten (10) Business Days with the Security Sum and copies of insurance arrangements specified by VQSB.

- 3.2 If:
- (a) the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the access agreement, and
  - (b) VQSB is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;

then VQSB shall do the following:

- (a) issue the draft Access Agreement; and
- (b) specify a date and time no later than fifteen (15) Business Days from the date of the Access Request at which the Access Seeker's representative can meet with the representative of VQSB to negotiate the terms and conditions of the Access Agreement; and
- (c) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

### 4. Request for Further Information

- 4.1 VQSB may request the Access Seeker to provide further information on the Access Request.
- 4.2 The Access Seeker shall within ten (10) Business Days provide further information to VQSB as requested pursuant to Clause 4.1.
- 4.3 If in VQSB'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.

- 4.4 For the avoidance of doubt, VQSB may make more than one request for additional information from the Access Seeker in order for VQSB to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in Clause 4.3 and 4.4.
- 4.5 If the Access Seeker does not provide further information in response to a request made by VQSB, then the Access Seeker shall be deemed to have revoked the Access Request.

## 5. Access Request Rejection

- 5.1 If VQSB rejects an Access Request, VQSB shall inform the Access Seeker and indicating the date its representatives are available to meet the Access Seeker. The Access Seeker may attend and meet with the representatives of VQSB on the date and time and at the venue specified which date shall not be later than seven (7) Business Days from the date of Access Request rejection notice.
- 5.2 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.
- 5.3 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 VQSB or the Access Seeker may initiate the Dispute Resolution Procedures set out in the MSA.
- 5.4 Pending the final determination of the dispute, VQSB shall not be obliged to provide access to the Access Seeker.

## 6. Right to Reject

- 6.1 VQSB may reject an Access Request made by an Access Seeker upon any of the following grounds:
  - (a) the Access Request is not made in good faith; or
  - (b) the information provided by the Access Seeker is incomplete or false; or
  - (c) it is not technically feasible to provide access to the Facilities and/or Services requested; or
  - (d) VQSB has insufficient capacity or space to provide the requested Facilities and/or Services; or
  - (e) VQSB reasonably believes that the Access Seeker may fail to make timely payments for the requested Facilities and/or Services; or
  - (f) VQSB reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Facilities and/or Services; or
  - (g) does not currently supply or provide access to the requested Facilities and/or Services to itself or to any third party; or



- (h) VQSB reasonably believes that the safety of its network will be compromised by the grant of the access requested; or
- (i) VQSB reasonably believes that access is being sought for a purpose in contravention of any laws; or
- (j) VQSB reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (k) access is being sought to Facilities and/or Services which are not on the Access List; or
- (l) on the basis of national interest.

## 6.2 Notification of Rejection to the Access Seeker

If VQSB rejects the Access Request, VQSB shall within ten (10) Business Days of receiving the Access Request:

- (a) notify the Access Seeker in writing of VQSB rejection;
- (b) provide reasons for rejection under Clause 6.1 to the Access Seeker;
- (c) provide the basis for VQSB rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of VQSB will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

## 7. [Right to Withdraw Access Request](#)

7.1 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 VQSB in writing of its decision before the expiry of the 5th Business Day.

7.2 VQSB shall not be obliged to nor under any liability to fulfill an Access Request that is Withdrawn

## 8. [Applicability for Additional Services](#)

8.1 Notwithstanding that the Access Seeker may have entered into an Access Agreement with VQSB, 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.

## 9. [Processing and Other Charges](#)

9.1 VQSB may charge the Access Seeker a non-refundable processing fee for undertaking administrative work to process the Access Request.

- 9.2 In the event additional and/or non-routine work ie non-administrative work or site visits or site surveys or technical surveys or technical evaluation work or testing etc, is required in order to process the Access Request, VQSB will charge a separate fee for undertaking such additional work.
- 9.3 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by VQSB of the additional and/or non-routine work, notwithstanding the Access Request may have been rejected by VQSB or withdrawn by Access Seeker.

## 10. Commencement of Negotiation

- 10.1 If an Access Seeker has received a notice from VQSB to proceed with negotiation of the Access Agreement, the Access Seeker must within ten (10) Business Days of receipt of such notice submit to VQSB 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.
- 10.2 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.

## 11. Duration of Negotiations

- 11.1 All negotiations shall be concluded within 120 days from the date VQSB receives a written request to commence negotiations.
- 11.2 If negotiations are not completed within 120 days:
- (a) 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 shall take effect; or
  - (b) either Party may initiate the dispute resolution procedures.

## 12. Initial Meeting

- 12.1 The designated representatives of VQSB and Access Seeker shall meet on the date and time at the venue specified by VQSB, and shall:
- (a) agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
  - (b) agree the negotiating procedures, including:

- (i) the calling and chairing meetings;
  - (ii) the party responsible for keeping minutes of meetings;
  - (iii) clearly defined pathways and timetables for escalation within each party of matters not agreed in meetings;
  - (iv) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
  - (v) procedures for preparing and exchanging position papers;
- (c) review the information requested and provided to date and identify information yet to be provided by each Party; and
- (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

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## SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION

- 1.1 The obligations of each Operator provide information to the Other Operator are subject to MSA Determination and the requirements of confidentiality in the confidentiality agreement signed by the Operators.
- 1.2 An operator must provide the other Operator on a timely basis with all agreed information reasonably required to determine rates and chargers to be billed by each Operator to the Other Operator or by each Operator to its Customers.
- 1.3 To the extent permitted by Malaysia laws and any relevant guidelines or Customer service standards in force pursuant to the Operator's respective License conditions, the Operator will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and theft of the Operator's provided terminal equipment.
- 1.4 Information provided under the RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity within the Malaysia Law.
- 1.5 Information required to be provided under the RAO need not be provided if the recipient Operator has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Operator does not observe such security measures or any of the information is used by it for any purpose other than purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 1.6 The Operators acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the ISG having regard to the reasonable cost, convenience and security concerns of the Operators.
- 1.7 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to the third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavors to obtain the

consent of that third person.

(b) After the Access Agreement comes into force an Operator must use its best endeavors not to enter into any contract which would prevent it from making relevant information available to the other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.

- 1.8 All communication information, call and other relevant information in relation to Call Communication must be kept by both Operators for a period as may be agreed by the Operators pursuant to the Confidentiality Agreement for the purposes of verification and audit.

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## SECTION F: BILLING AND SETTLEMENT OBLIGATIONS

1.1 Where relevant, the billing and settlement obligations set out in Section 5.11 of the MSA:

- 1.1.1 **Invoices:** VQSB shall use our best endeavors to issue to the Access Seeker an invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) of the end of each Billing Cycle in accordance with the subsection 5.11.3 of the MSA for amounts due in respect of the supply of Facilities and/or Services during the relevant Billing Period.
- 1.1.2 **Currency:** Unless otherwise agreed by VQSB and Access Seeker in an Access Agreement, VQSB shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.
- 1.1.3 **Billing Cycle:** VQSB shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.
- 1.1.4 **Billing Verification Information:** VQSB shall provide, with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in an Invoice.
- 1.1.5 **Summarized Invoice and Billing Information:** VQSB shall provide the Access Seeker on written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker in monthly tranches.
- 1.1.6 **Billing Error:** if Access Seeker discovers an error in an Invoice, it must be promptly notify VQSB and VQSB will make necessary adjustments to correct that error within one (1) month of notification.
- 1.1.7 **Time for payment:** Subject to subsection 5.11.11 of the MSA, VQSB will shall allow Access Seeker no less than one (1) month from the date of receipt of an Invoice for the Access Seeker to make the payment.
- 1.1.8 **Method of Payment:** VQSB shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by VQSB.
- 1.1.9 **No set-off:** Unless otherwise agreed by VQSB and Access Seeker in an Access Agreement, VQSB may not set-off invoices except where the Access Seeker is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid (excluding disputed amounts).

1.1.10 **Withholding of Disputed Amounts:** VQSB shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

- (a) the Access Seeker notified VQSB within fifteen (15) Business Days from the date of the receipt of the Invoice of such dispute (unless otherwise agreed by VQSB and Access Provider in Access Agreement); and
- (b) the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of the MSA.

1.1.11 **Billing Disputes:** VQSB shall allow an Access Provider to dispute any amount in an Invoice if:

- (a) in the case of domestic calls and interconnection, the Access Seeker notifies VQSB within thirty (30) Business Days after the date of receipt of such Invoice;
- (b) in the case of outgoing and incoming international calls and interconnection, the Access Seeker notifies VQSB within six (6) months after the date of receipt of such Invoice; or
- (c) in case of any other Facilities and/or Services, the Access Seeker notifies VQSB within thirty (30) Business Days after the date of receipt of such Invoice,

Provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of the MSA.

1.1.12 **Notification of Billing Disputes:** VQSB may require an Access Seeker to provide the following information when disputing any amount in an Invoice:

- (a) The reason for which the Invoice is disputed;
- (b) The amount in dispute;
- (c) Details required to identify the relevant Invoice and charges in dispute including:
  - i. The account number;
  - ii. The Invoice reference number;
  - iii. The Invoice date;
  - iv. The Invoice amount; and
  - v. Billing verification information; and
- (d) Evidence in the form of a report indicating the relevant traffic data which is in dispute.

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- 1.1.13 **Billing Dispute resolution:** VQSB and an Access Seeker must comply with the Dispute Resolution Procedures applicable to Billing Disputes.
- 1.1.14 **Interest:** Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 5.11.12 of the MSA, VQSB may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending date of the receipt of the overdue sum by VQSB. The interest that may be charged by VQSB shall be 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. Payment which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Baking Berhad's base rate calculated from the due date until the date of receipt by VQSB of full payment.
- 1.1.15 **Backbilling:** Unless otherwise, agreed by VQSB and Access Seeker in an Access Agreement, VQSB may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for changes which have previously not been invoiced provided that VQSB is able to substantiate the charges to the Access Seeke and such inclusion, amendment or issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other Facilities and/or Services were provided.
- 1.1.16 **Provisional Billing:** Where VQSB is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with subsection 5.11.1 of the MSA, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice ('Provisional Invoice'). In such circumstances, VQSB may Invoice the Access Seeker for a provisional amount for a period of not more than three (3) successive Billing Cycles, provided that the total provisional amount is no more than the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Facilities and/or Services, VQSB may issue a Provisional Invoice to the full value of the amount based on the most recent Invoice.
- 1.1.17 **Adjustment Period:** Where a Provisional Invoice is issued by VQSB, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("Adjustment Period"), VQSB must issue an Invoice for the actual amount due for access to the relevant Facilities and/or Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for the Billing Period, then the Access Seeker will pay in full such



difference (free of interest) within one (1) month from the receipt of the actual invoice to VQSB. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then the Access Provider will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.

- 1.2 The Access Seeker shall pay VQSB the Charges for the relevant Facilities and/or Services supplied by VQSB to the Access Seeker, as specified in the Access Agreement.
- 1.3 The Operators shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement. All payments must:
  - (a) be paid on the Due Date unless otherwise agreed in writing by both Operators;
  - (b) be paid by electronic transfer to VQSB or exceptionally, by cheque to the nominated account(s) of VQSB if agreed by VQSB; and
  - (c) must be accompanied by such information as is reasonably required by VQSB to properly allocate payments received.
- 1.4 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any Invoices to VQSB's right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to VQSB.
- 1.5 (a) VQSB shall be entitled to revise the Security Sum in any of the following event:-
  - (i) at each subsequent anniversary from the Commencement Date;
  - (ii) where, in the opinion of VQSB, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
  - (iii) upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
  - (iv) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in c circumstances includes, but is not limited to, a failure by the

Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Clause 1.6 (a) (iv).

- (b) Where the Security Sum is revised pursuant to Clause 1.6 (a) above, the Access Seeker shall within ten (10) Business Days from the written request of VQSB, deposit the new Security Sum with VQSB.

- (c) Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account ("said accounts") and any interest secured thereon be held by VQSB in addition to the Security Sum. VQSB shall forward to the Access Seeker a statement of the said accounts annually.
- 1.6 (a) In the event VQSB elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, VQSB shall have the right to use the Security Sum (together with any interest thereon) to set off any outstanding sum due and payable to VQSB by the Access Seeker.
- (c) Subject to Clause 1.7 (a) above, upon termination of the Access Agreement, the Security Sum deposited with VQSB or parts thereof, together with interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.
- 1.7 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination.

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## SECTION G: GENERAL OBLIGATIONS

### Notices

- 1.1 Any communications in respect of VQSB's RAO should be made in writing to:  
**ViewQwest Sdn Bhd**  
**Suite 3-3A & 5, Lower Level 3, The Horizon Annexe,**  
**Avenue 7, Bangsar South City, No. 8, Jalan Kerinchi,**  
**59200 Kuala Lumpur, Malaysia.**  
**Telephone : 03-2775 0111**

### Termination and Suspension Obligations

#### 2.1 Termination circumstances

Subject to Clause 2.4, VQSB may terminate an Access Agreement or part thereof if any of the circumstances referral to in Clause 2.1 (a), 2.1 (b) or 2.1 (c) below apply and VQSB has notified the Access Seeker of its intention to terminate the Access Agreement: -

- (a) The Access Seeker has materially breached the Access Agreement and VQSB has notified the Access Seeker that it will terminate the said Agreement in no less than thirty (30) days if the Access Seeker has not remedy its breach by the end of that period; or
- (b) The Access Seeker is subject to a winding up Order; or
- (c) A Force Majeure has continued for a period of more than 90 days

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

#### 2.2 Changes in law

Where the continued operation of the Access Agreement or access to any Access Service(s) provided by VQSB is or will be unlawful (as a result of a legislative change), the Access Seeker and VQSB shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may provide by VQSB on different terms and conditions, VQSB may terminate the provision of access to the relevant Access Service(s).

#### 2.3 Suspension circumstances

Subject to Section 2.4, VQSB may only suspend access to any Access Service(s) in the following circumstances:

- (a) The Access Seeker's Facilities materially adversely affect the normal operation of VQSB's Network or are a threat to any person's safety;
- (b) The Access Seeker's Facilities or the supply of Access Service(s) pose an imminent threat to life or property of VQSB, its employees or contractors;
- (c) The Access Seeker's Facilities cause material physical or technical harm to any Facilities of VQSB or any other person;

- (d) Where the Access Seeker has failed to pay Invoices in accordance with Section 5.14 of the MSA Determination;
- (e) Where force majeure applies; or
- (f) The Access Seeker breaches any laws, regulations, rules, or standards which has a material adverse effect on VQSB or the provision by VQSB of Access Service(s) under the Access Agreement.

For the purposes of this Clause 2.3, VQSB must provide Access Seeker five (5) Business Days' notice in writing, including written reasons, prior to suspending access to any Access Services(s).

#### 2.4 **Approval**

Prior to termination or suspending or seeking to materially vary an Access Agreement or access to any Access Service(s) provided under it, VQSB must inform the Commission in writing of the action it proposes to take and the reasons why such action is appropriate. VQSB shall not terminate, suspend or seek to materially vary the Access Agreement or access to any Access Service(s) until such time and on such conditions, as the Commission may specify.

#### 2.5 **Undertakings**

If the parties to an Access Agreement adopt the terms and conditions specified in an undertaking that has been registered with the Commission in accordance with the Act, the parties must notify Commission within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of the Access Agreement will continue to be in force for the remainder of the term of that Access Agreement, even if the access undertaking is withdrawn or expires prior to the expiry of that term.

#### 2.6 **Post-termination fees**

VQSB shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Access Service(s) provided under it except:

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Charges arising during an applicable minimum contractual period

#### 2.7 **Upfront charges refund**

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

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2.8 **Deposits and guarantees**

Notwithstanding the obligation in Clause 2.7, VQSB shall:

- (a) Within sixty (60) days of termination of the Access Agreement refund to the Access Seeker any deposit paid (without interest) provided all other amounts payable by the Access Seeker to VQSB have been paid; and
- (b) Immediately upon termination of the Access Agreement unconditionally waive any rights under the guarantees provided by the Access Seeker except in respect of amounts payable by the Access Seeker to VQSB as at the date of termination.

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## SECTION H: TECHNICAL AND OPERATIONAL OBLIGATIONS

### PART I – MANUALS

#### 1. General

- 1.1 Part 1 of Section H is applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where applicable, the Operators will:
  - (a) Use their reasonable endeavors to within four (4) weeks from the Commencement Date negotiate, agree and document as soon as reasonably practicable the new or modified provisions of the Technical and Implementation Manual and the Operations and Maintenance Manual and any other Manuals which the Operators deem necessary to establish pursuant to the Access Agreement;
  - (b) Comply with the operational procedures and methods set out in the Manuals; and
  - (c) Where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to:
    - (1) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;
    - (2) the management of the relevant network facilities or network services including:
      - (i) QOS indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that service quality falls below the agreed indicator levels;
      - (ii) Network operations in the event of Network failure, congestion and blockage and ensuring that the Operators' Network are adequately protected from harm;
      - (iii) Test procedures and other technical and operational matters relating to the provision of network facilities or network services by VQSB to the Access Seeker;
      - (iv) The handling of Customer operations; and
      - (v) Such other matter as VQSB determines.
- 1.3 Where relevant, the content obligations set out in Section 5.5 to Section 5.16 of the MSA Determination shall be applicable.

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## PART II - FORECASTING

### 1. General

- 1.1 Part II of Section H sets out forecasting procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.
  - 1.2.1 **General:** Subject to subsection 5.6.3 and 5.6.4 of the MSA, VQSB 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 Forecast in good faith with regards to a certain period of supply of access to Facilities and/or Services in accordance with subsection 5.6 of the MSA.
  - 1.2.2 **Prerequisite Information:** The Access Seeker may request preliminary information from VQSB about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide Forecasts.
  - 1.2.3 **Confirmation of Forecast:** If VQSB acting reasonably will incur significant costs to ensure that access can be provided in accordance with Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), VQSB may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purpose of the MSA and subsection 5.7 of the MSA will apply.
  - 1.2.4 **Alternative Procedure:** VQSB and Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in subsection 5.6 of the MSA as part of the Access Agreement. If agreement is reached about such matters, VQSB and Access Seeker will be bound by the terms of that alternative procedure and not subsection 5.6 of the MSA.
  - 1.2.5 **Non-binding:** Subject to subsection 5.6.3 of the MSA, VQSB shall not require an Access Seeker to provide Forecast that are legally binding on the Access Seeker, except to the extent that VQSB is permitted to recover costs and expenses as set out in subsection 5.6.16 of the MSA.
  - 1.2.6 **Forecast Request:** VQSB may request an Access Seeker to provide, with a sufficient level of details to enable VQSB to carry out network planning and provisioning, the following information (“Forecast Information”):

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

1.2.7 **Non-permitted information:** The Access Provider must not request an Access Seeker to provide a Forecast that contains:

- (a) any information that is or would allow the Access Provider to infer any non-permitted information listed under subsection 5.4.16 of this Standard; or
- (b) any information that identifies or would enable the identification of Customers or particular services of the Access Seeker.

1.2.8 **Forecast provision:** VQSB 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.

1.2.9 **Use of Forecast Information:** Forecast Information provided by the Access Seeker shall be treated by VQSB as Confidential Information of the Access



Seeker and shall only be used by those personnel of VQSB whose role is within either:

- (a) the VQSB's wholesale or interconnection group; or
- (b) that part of the network engineering group of VQSB responsible for interconnection or access, for the purpose of responding to and planning for the Forecast and related Orders. VQSB must maintain records that indicate which persons are provided with access to Forecast Information and, on request from the Commission, provide a copy of such records certified by the VQSB's Chief Executive Officer or Chief Operating Officer.

**1.2.10 Distribution of Forecast Information:** VQSB may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 5.6.9 of the MSA if:

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

**1.2.11 Time for response:** VQSB must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not VQSB considers the Forecast to be in compliance with the Forecast Request and:

- (a) if, the VQSB 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 VQSB will not require such information to be provided sooner than four (4) weeks after such a notice; or
- (b) if, VQSB considers that the Forecast does 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 matters set out in paragraphs 5.6.12(a) to 5.6.12(d) of the MSA.

**1.2.12 Reasons for rejection:** VQSB may only reject a Forecast following provisional acceptance where VQSB reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:

- (a) total current usage of the Facilities and/or Services by VQSB and all Access Seekers;
- (b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services;
- (c) the current rate of growth of total usage of the Facilities and/or Services by VQSB and all Access Seekers; and
- (d) subject to subsections 5.7.31 and 5.7.32 of the MSA, the amount of capacity in the Facilities and/or Services that VQSB currently has

available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which VQSB can reasonably provision for itself.

**1.2.13 Time for acceptance or rejection:** VQSB must give notice of any acceptance or rejection (“**Rejection Notice**”) of a Forecast to the Access Seeker:

- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (b) such Rejection Notice (if any) must specify:
  - i. the grounds on which VQSB rejects the Forecast in accordance with subsection 5.6.12 of the MSA, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own reassessment of the Forecast; and
  - ii. an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between VQSB and Access Seeker if the offer is accepted by the Access Seeker.

**1.2.14 Reconsideration by Access Seeker:** VQSB must 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:

- (a) to confirm its rejected Forecast, and explain why the Access Seeker considers that VQSB is obliged to accept the Forecast under this Standard; or
- (b) to submit a new Forecast which the Access Seeker regards as meeting VQSB’s concerns.

**1.2.15 Reconsideration by Access Provider:** VQSB shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 5.6.14 of the MSA and subsections 5.6.11 to 5.6.13 of the MSA shall re-apply.

**1.2.16 Recovery for over-forecasting:** VQSB shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker unless:

- (a) such costs and expenses were reasonably and necessarily incurred by VQSB;
- (b) VQSB reasonably seeks to mitigate its loss (including through its own usage) provided the VQSB shall not be required to do so for any greater period than the relevant Forecast period; and
- (c) VQSB only recovers from the Access Seeker, seventy- five percent (75%) of such costs and expenses which could not be mitigated under paragraph 1.2.16(b) above.

1.2.17 **Meeting Forecasts:** Subject to subsections 5.6.11 to 5.6.13 of the MSA, VQSB must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under subsection 5.6.3 of this Standard, it will be binding on the Access Seeker.

2. Forecasting Requirements

- 2.1 As a result of special network management requirements, the Access Seeker is required to provide a five (5) year rolling forecast.
- 2.2 The Access Seeker shall meet the requirements of forecasting process that enables VQSB plan for the expected need Access Service(s) in order to fulfill the forecast.
- 2.3 The Access Seeker shall provide forecast between particular destinations. The Access Seeker and VQSB will discuss in good faith on the planning and design of the relevant part of their respective networks.

**PART III - ORDERING AND PROVISIONING**

1. General

1.1 Part III of Section H sets out ordering and provisioning procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.

1.2 Where relevant, the ordering and provisioning procedures obligations set out in Section 5.7 of the MSA Determination as follows: -

1.2.1 **Contact point or mechanism:** VQSB shall designate and notify an Access Seeker of one or more of the following:

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

1.2.2 **Order content:** Prior to access being provided, VQSB may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. VQSB may request an Access Seeker to provide, at a level of detail (sufficient for planning and provisioning), the following information in an Order for access to Facilities and/or Services:

- (a) the Facilities and/or Services to which access is requested;
- (b) a requested date and time for delivery;
- (c) the location of the points of delivery;
- (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect the Access Provider's Network; and
- (e) such other information that VQSB reasonably requires in order for it to provision access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:
  - i. VQSB does not require from itself for similar provisioning;
  - ii. identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
  - iii. is non-permitted information under subsection 5.4.16 of the MSA.

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

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

1.2.4 **Treatment of Orders and Service Qualifications:** VQSB shall:

- (a) establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any Access Seekers;
- (b) give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and
- (c) otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under subsection 5.7.29 of the MSA.

1.2.5 **Acknowledgment of receipt:** VQSB shall acknowledge receipt of an Order for Facilities and/or Services, in writing (or any other material or

electronic form as agreed by the parties), within the period specified in the Service Specific Obligations for the purposes of this subsection 5.7.5 of the MSA.

1.2.6 **Notice of Receipt:** VQSB must include in its Notice of Receipt the following information:

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

1.2.7 **Further information:** VQSB shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 5.7.6(b) of the MSA to provide VQSB with such information.

1.2.8 **Service Qualifications:** VQSB shall make Service Qualifications available to the Access Seekers prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by VQSB for itself (for example, for marketing purposes in respect of HSBB Network Service-based services offered to Customers). VQSB shall only require post-Order Service Qualifications to be requested if:

- (a) no pre-Order Services Qualification has been completed in accordance with the process to be developed under subsection 5.4.5 of the MSA;
  - (b) VQSB reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and
- 5.7.7 VQSB notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications) at the time of providing (and as specified in) VQSB's Notice of Receipt under subsection 5.7.6 of this Standard, or, if further information has been requested under subsection 5.7.7 of the MSA, within two (2) Business Days upon the expiry of the period specified in

subsection of the MSA.

For clarification, an Access Seeker may also seek the consent of VQSB to perform a Service Qualification on its own, and such consent must not be unreasonably withheld.

- 1.2.9 **Commencement and completion of Service Qualifications:** VQSB shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any Service Qualification within the shorter of:
- (a) fifteen (15) Business Days after the date of the Notice of Receipt; and
  - (b) the time within which the Access Provider performs and notifies the result of an equivalent Service Qualification undertaken for itself.
- 1.2.10 **Withdrawal of Order following Service Qualifications:** VQSB shall permit an Access Seeker to withdraw its Order without penalty (irrespective of whether VQSB has accepted the Order or not) before the earlier of:
- (a) ten (10) Business Days after the Access Seeker receives the result of a Service Qualification under subsection 5.7.9 of the MSA; and
  - (b) one (1) Business Day before VQSB commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by the Access Provider, which may be in the form of a Notice of Acceptance if civil works is to occur after VQSB has accepted the Order.
- 1.2.11 **Acceptance obligation:** VQSB must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by VQSB pursuant to subsection 5.6 of the MSA.
- 1.2.12 **Time for acceptance or rejection:** VQSB must notify the Access Seeker that an Order is accepted or rejected within:
- (a) the specified timeframe in the Service Specific Obligations for the purposes of subsection 5.7.12 of the MSA; or
  - (b) the timeframe within which it accepts or rejects equivalent Orders for itself, whichever is shorter.

If VQSB notifies the Access Seeker that an Order is rejected, VQSB must advise the Access Seeker whether VQSB would be able to accept the Order in a modified form.

1.2.13 **Notice of Acceptance:** VQSB's Notice of Acceptance to the Access Seeker must contain the following information:

- (a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by VQSB, then no later than:
  - i. the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of this subsection 5.7.13; or
  - ii. the period of time taken by VQSB to deliver, or activate, such Facilities and/or Services for itself, whichever is shorter;
- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to fulfil the Order;
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("Validity Period").

1.2.14 **Commencement of delivery timeframes:** The applicable delivery timeframe for an Order, as determined under paragraph 5.7.13(a) of the MSA, shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under subsection 5.7.15 of the MSA, the date the Access Seeker confirms the Order in accordance with that subsection; and
- (b) in any other case, from the start of the Validity Period.
- (c) The Access Seeker's confirmation of an Order is not required if VQSB accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before VQSB can proceed with the Order.
- (d) Where the Access Seeker's confirmation is required for VQSB to proceed with fulfilling an Order as provided for under paragraph 5.7.15(a) of the MSA, VQSB shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, VQSB shall fulfil the Order in accordance with the Notice of Acceptance.

1.2.15 **Estimated charges:** If the Notice of Acceptance provided by VQSB contains estimates of charges (e.g. based on time and materials):

- (a) VQSB shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:
  - i. the estimate will likely be exceeded;

- ii. an explanation of the reasons for exceeding the estimate; and
  - iii. a further estimate of the charges for the work necessary to fulfil the Order;
- (b) VQSB shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by the Access Provider under paragraph 5.7.16(a) of the MSA if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);
- i. where the actual cost incurred by VQSB exceeds an estimate or revised estimate for a specific scope of work provided by VQSB due to:
    - ii. information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
    - iii. a change in the scope of work by the Access Seeker, the Access Seeker shall be obliged to pay VQSB for the actual cost incurred (but in no other circumstances); and
- (c) VQSB shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in paragraphs 5.7.13(e) or 5.7.16(b) of the MSA, as applicable.

**1.2.16 Reasons for rejection:** VQSB may only reject an Order from an Access Seeker where:

- (a) subject to subsection 5.4.17 of the MSA (as if references to 'Access Request' in that subsection were references to 'Order'), it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (b) subject to compliance with subsections 5.7.31 and 5.7.32 of the MSA, VQSB has insufficient capacity to provide the requested Facilities and/or Services;
- (c) subject to subsection 5.7.19 of the MSA, the Order is in excess of the agreed Forecast levels;
- (d) the Order or variation request duplicates an Order awaiting fulfilment;
- (e) the Access Seeker has not obtained the necessary related agreements from VQSB (e.g. regarding access to a new Point of Interface);
- (f) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to VQSB's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with the MSA); or
- (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to VQSB's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access



requirements),

- 1.2.17 **Notice of rejection:** VQSB's notice of rejection of an Order to the Access Seeker must:
- (a) set out the grounds on which VQSB rejects the Order, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and
  - (b) offer to meet, and meet if the offer is accepted by the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.
- 1.2.18 **Order in excess of Forecast:** Notwithstanding paragraph 5.7.17(b) of the MSA, VQSB must use its reasonable efforts to provide sufficient capacity to enable VQSB to accept and fulfil Orders from an Access Seeker for Facilities and/or Services, which are in excess of the relevant forecast. VQSB is only required to do so if, after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or VQSB could readily upgrade existing capacity. VQSB shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. VQSB is not required to supply Facilities and/or Services in excess of the Forecast if, despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of Facilities and/or Services provided to all Access Seekers and/or itself.
- 1.2.19 **Required extra capacity:** VQSB may require an Access Seeker to procure additional capacity on the Access Seeker's side of the Network to the extent that VQSB, in good faith and reasonably, estimates that the Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of VQSB's Network. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network, VQSB must notify the Access Seeker in writing, and the Access Seeker and VQSB must meet [no later than five (5) Business Days after receipt of the notice from VQSB] to attempt to identify alternative sources of capacity. If the matter cannot be resolved within ten (10) Business Days of the date of that meeting, VQSB may bar or block calls or traffic to the Access Seeker's Network to the extent necessary to minimize congestion within the Access Provider's Network.
- 1.2.20 **Other uses:** VQSB shall permit capacity installed in connection with the provision of a network service to be used, to the extent technically feasible, in connection with another network service, at the Access Seeker's option.

- 1.2.21 **Delivery dates:** VQSB shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with subsection 5.7.24 of the MSA.
- 1.2.22 **Early delivery dates:** If VQSB, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.
- 1.2.23 **Delayed delivery dates:** Where there is a delay in the delivery of an Order, and:
- (a) the delay is caused by VQSB:
    - i. VQSB shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
    - ii. VQSB shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
    - iii. the delivery date shall be extended for a further period as reasonably necessary, and VQSB shall promptly notify the Access Seeker of the revised delivery date; or
  - (b) where the delay is caused by the Access Seeker:
    - i. VQSB shall notify the Access Seeker of the delay to the delivery date as soon as practicable after VQSB becomes aware of it.
    - ii. VQSB and Access Seeker must work together to minimize the delay; and
    - iii. the delivery date shall be extended for a further period as reasonably necessary, and VQSB shall promptly notify the Access Seeker of the revised delivery date.
- 1.2.24 **Cancellation and variation of Orders:** VQSB shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 5.7.26 of the MSA.
- 1.2.25 **Cancellation or variation penalty:** Except where the MSA provides that cancellation of an Order is to be at no penalty:
- (a) VQSB may impose a charge for the cancellation or variation of the Order; and
  - (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:

- i. the sum of costs necessarily incurred by VQSB which is directly attributable to the cancellation or variation; or
- ii. an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied, and reduced to the extent that those costs have been mitigated, or would have been mitigated had the Access Provider used its best endeavors to do so.

**1.2.26 Testing and provisioning:** VQSB shall:

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

**1.2.27 Resource charge: VQSB:**

- (a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by VQSB, for allocation of manpower and other resources to enable VQSB to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is justified by VQSB to the Access Seeker as necessary for VQSB to provide the requested Facilities and/or Services; and
- (b) must specify the methodology and unit costs for calculating any fees under paragraph 5.7.28(a) in the MSA, and in its RAO.

**1.2.27 Queuing policy:** VQSB shall establish and maintain a queuing policy for each Facility and/or Service, which:

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

**1.2.28 Acceptance on queue:** VQSB shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under subsection 5.7.5 of the MSA (and as specified in the Notice of Receipt under subsection 5.7.6 of the MSA), of their acceptance of, and position in, VQSB's queue.

1.2.29 **Constrained capacity:** If VQSB reasonably believes that the capacity in any Facilities and/or Services required by:

- (a) the Access Seeker pursuant to the relevant Forecast and/or Order;
- (b) other Access Seekers, pursuant to their relevant Forecasts and/or Orders; and
- (c) VQSB, for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, would, in aggregate, exceed the capacity which VQSB will be in a position to be able to provide, VQSB must:
- (d) notify all Access Seekers to whom relevant capacity is supplied; and
- (e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with VQSB's Capacity Allocation Policy.

1.2.30 **Capacity Allocation Policy:** If VQSB claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts or Orders, VQSB shall maintain a Capacity Allocation Policy, which:

- (a) shall be disclosed, free of charge, to each Access Seeker upon entry into an Access Agreement, the Commission upon the Effective Date, to both Access Seekers with whom the Access Provider has an Access Agreement and the Commission each time it is amended, and any other Operator on request;
- (b) shall set out the principles in accordance with which VQSB shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest and any other Operator, in circumstances where the amount of capacity available is less than the aggregate of capacity required by VQSB's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, and the other Operator;
- (c) shall:
  - i. be fair and reasonable;
  - ii. be consistent, so far as practicable, with VQSB's general duty of non-discrimination in accordance with subsection 149(2) of the Act;
  - iii. treat the requirements of all Access Seekers on an equivalent basis to the requirements of VQSB's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest; and
  - iv. allocate the available capacity in the relevant Facilities and/or Services in proportion to each Operator's Forecast and/or Order requirements; and
- (d) shall set out VQSB's plans to expand their capacity over time (if any),

where such information must be provided to Access Seekers on a non-discriminatory basis in terms of its content and frequency of updates.

1.2.31 **Late delivery:** If VQSB fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 5.7.24(a)iii of the MSA, except where such failure has been caused solely by the Access Seeker’s delay or a lack of authorization by a third party, VQSB shall, without limitation to any other rights the Access Seeker may have under subsection 5.7 of the MSA or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of VQSB’s delay, and the methodology and unit rates for calculating such rebates shall be set out in VQSB’s RAO. If VQSB alleges that a failure has been caused solely by the Access Seeker’s delay or a lack of authorization by a third party, VQSB shall have the burden of demonstrating:

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

2. Ordering Procedures

- 2.1 Subject to paragraph 2.2 the Operators may place firm orders for Network Capacity and Interconnect Capacity (collectively "Capacity") from time to time with the quantity indicated in the first year forecast.
- 2.2 The Access Seeker shall ensure that the order contains enough information to enable to access and fulfil the order.
- 2.3 When an order is placed, the Access Seeker should give a priority list, allowing for progressive delivery and setting out its preferred order of delivery.
- 2.4 Indicative delivery times: The following are the indicative delivery timeframes for the following aspects of a Facilities or Services:

Order Type	Indicate delivery timeframes
All orders involving the provision of new Facilities and infrastructure relevant to the Services that are the subject of the order	60 Business Day
All Orders involving augmentation of capacity on existing Facilities and infrastructure relevant to the Services that are the subject of the order	20 days

- (a) The indicative delivery timeframes shall commence from the date the Access Seeker confirms an Order in as per the Technical Implementation set out.

- 2.5 Where a delay in the delivery of an Order is caused by the Access Seeker, the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by VQSB.
- 2.6 Indicative Activation timeframe: For the purpose of paragraph 5.7.13(a) of the MSA standard, the indicative activation for HSBB Network Services is:
- (a) In respect of a premises on a street that is connected to the HSBB Network, five (5) Business Day including the date of the Broadband Termination Unit (BTU) installation appointment; or
  - (b) Otherwise, up to twenty (20) Business Day including the date of the BTU installation appointment.

VQSB will perform activations within the shorter of the timeframe specified in the subsection 6.6.7 of the MSA, the time within VQSB perform activations for itself and the time which would permit the Access Seeker or a downstream operator to comply with the Commission Determination on the Mandatory Standards for Quality of Service (Wired Broadband Access Service), Determination No. 2 of 2016 including such modification or variation as may be determined by the Commission from time to time. For clarification, the indicative activation timeframe in the subsection 6.6.7 of the MSA commence from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of the MSA.

#### PART IV - NETWORK CONDITIONING

##### 1. General

- 1.1 Part IV of Section H sets out networking conditioning procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant, the networking conditioning procedures obligations set out in Section 5.7 of the MSA Determination shall be applicable.

#### PART V - POINT OF INTERFACE PROCEDURES AND DECOMMISSIONING OBLIGATIONS

##### 1. General

- 1.1 Part V of Section H sets out point of interface procedures and decommissioning that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant the point of interface procedures and decommissioning obligations set out in Section 5.8 (Point of Interface Procedures) and 5.9 (Decommissioning Obligations) of the MSA Determination shall be applicable.

- 1.2.1 Interconnection:** 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.
- 1.2.2 Point of Interface locations:**
- (a) Subject to subsection 6.9.31 of the MSA, VQSB shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points:
    - i. at which physical co-location is available;
    - ii. in respect of which virtual co-location is available; and
    - iii. in respect of which in-span interconnection is available, on and from the date of publication for the following twelve (12) months.
  - (b) VQSB shall ensure that network co-location at each POI is offered to the Access Seeker in accordance with subsection 6.9 of the MSA.
- 1.2.3 Access Seeker requested Point of Interface:** VQSB shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified under subsection 5.8.2 of the MSA. VQSB shall promptly notify the Access Seeker whether it accepts or refuses a request by an Access Seeker under this subsection, and provide the Access Seeker with reasons if it refuses the Access Seeker's request.
- 1.2.4 Network responsibility:** 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.
- 1.2.5 Third party Point of Interface:** VQSB shall permit an Access Seeker to nominate a Point of Interface of a third party for the purposes of interconnection and access between VQSB and the Access Seeker, provided that the Access Seeker remains responsible for the costs of such interconnection and access, and for the third party's act and omissions at the Point of Interface.
- 1.2.6 Point of Interface factors:** When determining which locations are to be listed under paragraph 5.8.2(a) of the MSA, or when determining a request under subsection 5.8.3 of the MSA, VQSB must have regard to each of the following:
- (a) VQSB shall offer (but shall not require) POI and co- location for every Closed Number Area throughout Malaysia in which VQSB has network facilities;
  - (b) in addition to offering POI and co-location in accordance with paragraph 5.8.6(a) in the MSA, VQSB shall offer interconnection and colocation at each other technically feasible point;

- (c) VQSB shall offer physical co-location in at least one POI location for every Closed Number Area throughout Malaysia in which VQSB has network facilities, but may additionally offer other forms of co-location in relation to a particular location (e.g, virtual co-location);
- (d) VQSB 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 VQSB; and
- (e) any possible re-arrangement of the configuration of its Equipment to eliminate space inefficiencies.

### 1.3 DECOMMISSIONING OBLIGATIONS

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

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

Where VQSB is required to vacate the site as a result of a third party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, VQSB must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 5.9.1(a) and 5.9.1(b) of the MSA.

**1.3.2 Co-operation:** VQSB must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the relevant Point of Interface, Facilities and/or Services.

**1.3.3 Alternative arrangements:** VQSB which notifies an Access Seeker of its intention:

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



- (b) to decommission any other Facilities and/or Services, shall provide to the Access Seeker access to alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning.

**1.3.4 Decommissioned Point of Interface compensation:** VQSB shall pay the Access Seeker reasonable costs, necessarily incurred in:

- (a) decommissioning any links to the Point of interface that is proposed to be decommissioned, that are, or will be, rendered redundant by the proposed decommissioning;
- (b) installing or otherwise procuring links between the Point of Interface that is proposed to be decommissioned and the substitute Point of interface to be provided pursuant to paragraph 5.9.3(a) of the MSA; and
- (c) the carriage of traffic between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to paragraph 5.9.3(a) of the MSA for a period that is not less than three (3) years from the date of decommissioning.

**1.3.5 Decommissioned Facilities and/or Services compensation:** Except where decommissioning is caused by Force Majeure, VQSB shall pay the Access Seeker's reasonable costs, necessarily incurred in:

- (a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with paragraph 5.9.3(b) of the MSA; or
- (b) re-arranging Equipment to connect to alternative Services offered in accordance with paragraph 5.9.3(b) of the MSA.

## PART VI - NETWORK CHANGE

### 1. General

- 1.1 Part VI of Section H sets out network change procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant, the network change procedures obligations set out in Section 5.10 of the MSA Determination shall be applicable.

- 1.2.1 **Scope:** This subsection **5.10** applies where an Operator proposes to implement a Network Change of a type referred to in subsection **5.10.2** of

the MSA 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 Operators' respective Networks, services and procedures.

1.2.2 **Types of changes:** The following kinds of proposed Network Changes may be within the scope of subsection 5.10.1 of the MSA:

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

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

- (a) the nature, effect, technical details, potential impact on the Recipient Operator's Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the Recipient 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

- (b) a date, which shall be no later than ten (10) Business Days from the date of the Change Notice, on which the representatives of the Notifying Operator will be available to discuss with the representatives of the Recipient Operator, the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change, as soon as reasonably practicable and, in any case, with not less than the relevant notice period set out in the table below:

Relevant Change	Notice period
Interface Change	Three (3) months
Other Network Change	Three (3) months
Facility and/or Service Change	Three (3) months
OSS Change	Three (3) months
Functionality Change	Three (3) months

**1.2.4 Post-notification procedures: The Notifying Operator shall:**

- (a) meet with the representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in subsection 5.10.3 of the MSA), for the purpose of discussing the Relevant Changes and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;
- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator’s request for such additional information; and
- (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimize any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

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

- (a) co-operate with a Recipient Operator to develop procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators<sup>1</sup> respective Networks; and
- (b) jointly carry out testing with the Recipient Operator in a timely manner, using its best endeavors to accommodate any timing requested by the Recipient Operator and, in any case, no less than 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 1.2.4(a) above.

1.2.6 **Testing failure:** Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under subsection 5.10.5 of the MSA, if such tests:

- (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators<sup>1</sup> respective Networks, services and procedures, the Notifying Operator must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in subsections to 5.10.5 of the MSA.

## 2. Network Change Procedures

2.1 Each Operator is responsible for the safety of its network and must take all reasonable and necessary steps to ensure that its Network:

- (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 of the Other Operator's Network.

2.2 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.

## PART VII - NETWORK FACILITIES ACCESS AND CO-LOCATION

### 1. General

1.1 Part VII of Section H sets out the network facilities access and co-location procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.

1.2 Where relevant, the network facilities access and co-location obligations set out in Section 5.13 of the MSA Determination shall be applicable.

### 2. Facilities Access Procedures

2.1 The Operators shall negotiate the terms and conditions on which Facilities Access and Co-Location will be provided in order to facilitate administration and certainty of planning.

2.2 The Facilities Access and Co-Location will be for a fixed period and the period may vary depending on the type of Facilities Access provided.

- 2.3 The terms of Facilities Access for different types of Facilities will be set having regard to such matters as inter alia:
- (a) the reasonable life span of the Facilities on VQSB standard planning horizons;
  - (b) the reasonable life span of the Access Seeker's Facilities or equipment which it install within or attaches to or uses in conjunction with the Facilities to which is provided, or the Access Seeker's standard horizons; and
  - (c) the type of Facilities or equipment available to the Access Seeker.
- 2.4 VQSB shall have reasonable physical access to the Access Seeker's Network and/or premises requested by the Access Seeker for the purpose of installation, maintenance, operation, replacement and removal of equipment installed within, attached to, or site upon that Facility.
- 2.5 Where Access Seeker relocates, rebuilds or replaces any premise and/or Facilities to which VQSB has access to during the fixed period of access, the Access Seeker will provide access to a replacement premise and/or Facilities on substantially similar terms.

## PART VIII - OPERATION AND MAINTENANCE

### 1. General

- 1.1 Part VIII of Section H sets out the operation and maintenance procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant the operation and maintenance obligations set out in Section 5.12 of the MSA Determination shall be applicable.
- 1.2.1 Operations and maintenance responsibility:** Each Operator shall be responsible for the operations and maintenance of its own facilities and services.
  - 1.2.2 Fault reporting service:** 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.
  - 1.2.3 Customer notification:** Each Operator will advise all of its directly connected Customers to report ail faults to the fault reporting service described in subsection 5.12.2 of this Standard.

- 1.2.4 Non-discriminatory fault reporting and identification:** An Operator shall:
- (a) perform fault reporting and identification on a non-discriminatory basis; and
  - (b) treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.
- 1.2.5 Cross-referrals:** If a Customer reports a fault to an Operator:
- (a) when the Customer is directly connected to another Operator; or
  - (b) which clearly relates to a Network, Facility and/or Service of another Operator, the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.
- 1.2.6 Network fault responsibility:** The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services (such as Transmission Services or HSBB Network Services) which are used in another Operator's Network.
- 1.2.7 Major inter-working faults:** 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.
- 1.2.8 Faults affecting other Networks or Equipment:** If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on 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.
- 1.2.9 Bear own costs:** Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
- 1.2.10 Fault priority:** Each Operator shall give priority to faults in the following order:
- (a) the highest service loss impact in terms of the number of Customers affected;

- (b) those which have been reported on previous occasions and have reoccurred; and
- (c) all other faults.

**1.2.11 Fault rectification:** Each Operator shall rectify faults on a non-discriminatory basis.

**1.2.12 Target times:** Each Operator shall respond to and rectify faults within the lesser of:

- (a) 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;
- (b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and
- (c) timeframes equivalent to that which the Access Provider provides to itself.

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
<b>Level 1</b>	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signalling problem 5. Major routing issues 6. Fraudulent calls	Within one (1) hour	Every one (1) hour	Four (4) hours
<b>Level 2</b>	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-30% 5. Cross line and silent calls 6. Mobile number portability issues	Within four (4) hours	Every four (4) hours	Twenty-four (24) hours
<b>Level 3</b>	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
<b>Level 4</b>	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 subsection 5.12.12 of the MSA:

- (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) The 'Fault Types' listed in the table above are only examples of possible types of faults. Operators are required to categorize all faults by reference to the specified 'Priority Levels', 'Response Timeframe's and 'Rectification Timeframes'.
- (c) '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 Timeframe's are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.
- (d) 'Progress Update Frequency' refers to the frequency to update the other Operator until the fault is rectified.
- (e) 'Rectification Timeframe' refers to the time taken by the Operator to 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).

**1.2.13 Planned maintenance:** If an Operator intends to undertake planned maintenance ("Maintenance Operator<sup>1</sup>") 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.

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

**1.2.15 Emergency maintenance:** If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the



Maintenance Operator must, if it is able to:

- (a) provide at least twenty-four (24) hours' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both 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 other Operator.

**1.2.16 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.

**1.2.17 Complaints handling:** The Operators must report all interconnection and access outages that relate to Networks, Services and/or Facilities to the Access Provider's relevant fault reporting and rectification service.

**1.2.18 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.

## 2. Operational and Maintenance Standard

- 2.1 The Operators shall take reasonable steps to comply with agreed operations and maintenance standards.
- 2.2 In the absence of an agreement on the operations and maintenance standards, the operators may, upon mutual agreement, use ITU-T standards.
- 2.3 Each Operator shall be responsible for the operations and maintenance of its own network facilities and network services.

## 3. Maintenance Procedures and Practices

- 3.1 Each Operator shall on its own establish the recommended maintenance procedures for maintaining and servicing its own network facilities and network services.

## 4. Fault Management

- 4.1 The Operators will co-operate to each other to meet the terms of their respective Licenses and to fulfill their obligations under the Agreement.
- 4.2 The Operators will manage their Networks to minimize disruption to services and in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.
- 4.3 Each Operator must manage, notify and correct faults arising in its Network, which affect the Facilities and/or Services:

- (a) as it would in the ordinary course for similar faults affecting the provision of Services by it;
- (b) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in the relevant Manual; and
- (c) in accordance with any service quality standards determined by the Commission.

## PART IX - CHURN OBLIGATIONS

### 1. General

1.1 Part IX of Section H sets out the churn procedures that may be applicable as set out in Section 5.15 Churn Obligations of MSA Determination.

**1.1.1 Authorization of Releasing Service Provider:** The Releasing Service Provider must not object to the Access Service Provider implementing any Customer's Churn request, where such request is received by the Access Service Provider from a Gaining Service Provider.

**1.1.2 Notifications:** Except where the Releasing Service Provider and the Access Service Provider are the same person, the Gaining Service Provider must notify the Releasing Service Provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider.

**1.1.3 Notification of invalid Churns:** Within two (2) Business Days of the receipt by the Releasing Service Provider of the notice from the Gaining Service Provider under subsection 5.15.2 of the MSA, the Releasing Service Provider must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:

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

For clarification, if no notice is provided under this subsection, the Gaining Service Provider may forward the Transfer Request to the Access Service Provider (where the Access Service Provider is a different person to the Releasing Service Provider).

**1.1.4 Response to invalid Churn notification:** If a notification is made under subsection 5.15.3 of the MSA, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service

Provider with a Transfer Form, the Transfer Request may be provided to the Access Service Provider immediately.

- 1.1.5 Implementation of Churn:** Within two (2) Business Days after the receipt of a Transfer Request, the Access Service Provider must implement the Churn and advise each of the Gaining Service Provider and the Releasing Service Provider that the transfer has been completed.
- 1.1.6 Facilitation of Churn:** An Access Service Provider must facilitate and implement Churns between Operators in accordance with the obligations specified in subsection 5.15.5 of the MSA, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.
- 1.1.7 Confidentiality:** Unless otherwise specifically provided in this Standard, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer.
- 1.1.8 Availability:** If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of the MSA) must not refuse an Access Request (under subsection 5.4.10 of the MSA) on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request.

## PART X - OTHER TECHNICAL MATTERS

### 1. General

- 1.1 Part X of Section H sets out the other technical matters and procedures that are applicable only in relation to the provision of Facilities and/or Services listed in the VQSB RAO preface.
- 1.2 Where relevant, the technical obligations set out in Section 5.13 of the MSA Determination shall be applicable.
  - 1.2.1 Compliance:** Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in the MSA.
  - 1.2.2 Prevention of technical harm:** An Operator must take reasonable

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

**1.2.3 Technical Standards:** An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

**1.2.4 No Interference:** An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:

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

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

- (a) the other Operator shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or
- (b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under paragraph 1.2.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

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## SECTION I: TERMS AND CONDITIONS FOR REGULATED FACILITIES AND/OR SERVICES

### 1. General

1.1 The General Terms and Conditions and the Terms and Conditions for Technical Matters shall also apply to these Regulated Facilities and/or Services subject to any modifications specified herein.

1.2 These Terms and Conditions for Regulated Facilities and/or Services comprise of:-

- a. Appendix A – Service Description; and
- b. Appendix B – Charging Principles and Charges.

### 2. List of Regulated Facilities and/or Services

2.1 The list of Regulated Facilities and/or Services under this document are as follows:

<b>Facilities / Services</b>	<b>Sections in Appendix A and B</b>
Transmission Service	Schedule A
Layer 3 HSBB Network Service	Schedule B

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## APPENDIX A: SERVICE DESCRIPTIONS

### SCHEDULE A: TRANSMISSION SERVICES

1. General
  - 1.1 This Schedule sets out the terms and conditions which are applicable to the Transmission Service.
2. General Terms and Conditions
  - 2.1 Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points (other than Customer's transmission points) via network interfaces and at such transmission rates as may be agreed between VQSB and the Access Seeker.
  - 2.2 This Transmission Service shall be independent from the definitions of Trunk Transmission Service, End-to-End Transmission Service or Wholesale Local Leased Circuit Service.
  - 2.3 Where the Access Seeker leases Transmission Service from VQSB, VQSB equipment can be co-located in the Access Seeker's premises in accordance with Section 6.7 of the MSA Determination.
    - 2.2.1 **Application:** This subsection 6.7 of the MSA applies where access to a Transmission Service has been requested or is to be provided.
    - 2.2.2 **Forecasts:** For the purposes of subsection 5.6.6 of the MSA, VQSB shall only request Forecasts where:
      - (a) the maximum period of time covered by Forecasts regarding Transmission Services is one (1) year;
      - (b) the minimum intervals or units of time to be used in Forecasts regarding Transmission Services is one (1) year; and
      - (c) the maximum frequency to update or to make further Forecasts regarding Transmission Services is once a year.
    - 2.2.3 **Acknowledgement of receipt:** For the purposes of subsection 5.7.5 of the MSA, VQSB shall acknowledge receipt of each Order for a Transmission Service within two (2) Business Days.
    - 2.2.4 **Time for acceptance or rejection:** Subject to any shorter timeframe required under subsection 5.7.12 of the MSA, VQSB must notify an Access Seeker that an Order for a Transmission Service is accepted or rejected within ten (10) Business Days after:
      - (a) issuing the Notice of Receipt in respect of the Order, where the Access

Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of the MSA; or

- (b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of the MSA, where VQSB has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of the MSA.

**2.2.5 Indicative delivery timeframe:** For the purposes of paragraph 5.7.13(a)i of the MSA, the indicative delivery timeframe for Transmission Services is:

- (a) if no new network facilities are required to supply the Transmission Services, thirty (30) Business Days; or
- (b) if new network facilities are required to supply the Transmission Services, ninety (90) Business Days.

For clarification, the indicative delivery timeframe in this subsection 6.7.5 of the MSA commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of the MSA.

**2.2.6 Billing Cycle:** For the purposes of subsection 5.11.3 of the MSA, between the Operators, the Billing Cycle for Transmission Services will be quarterly.

**2.2.7 Reporting:** As required under paragraph 5.3.12(1) of the MSA, VQSB shall notify the Commission in writing, in respect of each type of Transmission Service (i.e. any Trunk Transmission Service, Wholesale Local Leased Circuit Service or End-to-End Transmission Service) offered or supplied by the Access Provider, details of:

- (a) each technically feasible network point at which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied at those points);
- (b) each network interface through which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied using those interfaces);
- (c) each bit rate at which a Transmission Service is offered and supplied (and, in the case of supply, the Access Seekers to whom the Transmission Services are supplied at those bit rates); and
- (d) whether the Transmission Service is supplied in conjunction with any other Facility and/or Service.

**2.2.8 No bundling:** VQSB shall not require an Access Seeker to purchase a Transmission Service together with any other Transmission Service. For example, VQSB shall not require an Access Seeker to purchase a Trunk Transmission Service between a pair of technically feasible network transmission points with another Trunk Transmission Service between

another pair of technically feasible network transmission points.

- 2.4 The Access Seeker shall provide VQSB reasonable access to its premises when VQSB reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Transmission Service by VQSB.
- 2.5 The minimum period for which the Access Seeker may lease Transmission Service is one (1) year.

3. Provisioning of Transmission Service

- 3.1 All commercial terms and conditions applicable to the provision of Transmission Service and the operational and technical requirements shall be specified in the Access Agreement.

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## SCHEDULE B: LAYER 3 HSBB NETWORK SERVICE

1. General
  - 1.1 This Schedule sets out the terms and conditions which are applicable to Layer 3 HSBB Network Service.
  
2. General Terms and Conditions
  - 2.1 The Layer 3 HSBB Network Service is an access and transmission Facility and/or Service for the provision of Layer 3 connectivity for the carriage of certain communications, being data in digital form and conforming to Internet Protocols, between customer equipment at an End User's premises and a POI at the Access Seeker's premises.
  - 2.2 Where the Access Seeker leases Layer 3 HSBB Network Service from VQSB, Access Seeker should interconnect with VQSB at a common VQSB-identified POI point.
  - 2.3 Pursuant to clause 2.2, in the case of Access Seeker requesting for interconnect to be done on their preferred location, Access Seeker should request Transmission Services from VQSB and Access Seeker shall provide VQSB reasonable access to its premises when VQSB reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Transmission Service by VQSB.
  - 2.4 The minimum period for which the Access Seeker may lease Layer 3 HSBB Network Service is twelve (12) months.
  
3. Provisioning of Layer 3 HSBB Network Service
  - 3.1 All commercial terms and conditions applicable to the provision of Layer 3 HSBB Network Service and the operational and technical requirements shall be specified in the Access Agreement.

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## APPENDIX B: Charging Principles and Charges

### SCHEDULE A: TRANSMISSION SERVICES

1. General
  - 1.1 This Schedule sets out the charges and charging principles that would be applicable to the Transmission Services.
2. Charges and Charging Principles
  - 2.1 The Transmission Services shall be subjected to the Charges listed below and are only valid in VQSB's POIs which are ready for service (RFS):
  - 2.2 VQSB will only provide Transmission Services within Peninsular Malaysia in view that VQSB POIs and POPs are only present in Peninsular Malaysia.
  - 2.3 Any items or scope of services that do not fall within the definitions stipulated under **Schedule A** of **Appendix A** shall be commercially negotiated and mutually agreed between VQSB and the Access Seeker. This may include related services such as but not limited to managed services, hardware and 3<sup>rd</sup> party resale of transmission services.

**Table A1. Price of Transmission Services within Peninsular Malaysia**

Bandwidth	Monthly Recurring Charge (RM)		
	2023	2024	2025
10Mbps	1,037	830	664
100Mbps	1,508	1,206	965
200Mbps	2,033	1,626	1,301
500Mbps	3,606	2,885	2,308
1Gbps	6,561	5,249	4,199
3Gbps	17,669	14,135	11,308
5Gbps	28,383	22,706	18,165
6Gbps	33,977	27,182	21,745
7Gbps	39,571	31,657	25,325
8Gbps	45,165	36,132	28,906
9Gbps	50,759	40,607	32,486
10Gbps	56,353	45,082	36,066
One-time installation charge	6,571 (one-off)	6,768 (one-off)	6,971 (one-off)

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## SCHEDULE B: LAYER 3 HSBB NETWORK SERVICE

1. General
  - 1.2 This Schedule sets out the charges and charging principles that would be applicable to the Layer 3 HSBB Network Services.
2. Charges and Charging Principles
  - 2.1 The Layer 3 HSBB Network Service shall be subjected to the Charges listed below:
  - 2.2 Any items or scope of services that do not fall within the definitions stipulated under **Schedule B of Appendix A** shall be commercially negotiated and mutually agreed between VQSB and Access Seeker.

**Table B1. Price of Layer 3 HSBB Network Service (excluding any applicable Transmission Service)**

Bandwidth	Monthly Recurring Charge (RM)		
	2023	2024	2025
1Gbps	5,961	5,095	4,359
2Gbps	8,149	6,965	5,960
3Gbps	11,460	9,795	8,381
5Gbps	19,098	16,325	13,967
10Gbps	25,464	21,765	18,621
20Gbps	50,928	43,530	37,242
50Gbps	127,319	108,824	93,104
100Gbps	254,637	217,648	186,208
200Gbps	509,274	435,296	372,415
500Gbps	1,273,185	1,088,239	931,038
Broadband termination unit port	45	45	45
<b>Installation charges</b>			
Broadband termination unit port	437 (one-off)	450 (one-off)	463 (one-off)
Service gateway (installation)	638 (one-off)	658 (one-off)	677 (one-off)

[ The End ]