

ACCESS REFERENCE DOCUMENT

for

TT dotCom Sdn. Bhd.

Dated 1 February 2016

Pursuant to the Commission Determination on the Mandatory Standard on Access List (Determination No.2 of 2015), , Mandatory Standard on Access (Determination No.2 of 2005), Variation to Commission Determination on the Mandatory Standard on Access (Determination No.2 of 2009) and Commission Determination on the Mandatory Standard on Access Pricing (Determination No.1 of 2012) 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), TT dotCom Sdn Bhd is hereby publish this Access Reference Document for all Access Seekers' reference and request for access.

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FOREWORD

This Access Reference Document (“ARD”) is made by

Company:	TT dotCom Sdn Bhd
Company Number:	52371 - A
Address:	No. 14, Jalan Majistret U1/26 Hicom Glenmarie Industrial Park 40150 Shah Alam
Telephone:	603 5032 6000
Fax:	603 5032 6401
Attention:	Head of Regulatory Affairs

Effective Date: 1 February 2016

For these Services

1. Fixed Network Origination Service
2. Fixed Network Termination Service
3. Interconnect Link Service
4. Network Co Location Service
5. Layer 3 HSBB Network Service
6. End-to-End Transmission Service

This document is available at www.time.com.my or the address indicated above

1. INTRODUCTION

The following sets out the process by which an Access Seeker is to comply if it wishes to obtain access to Access List facilities or services, from TTDC. These provisions apply in these circumstances:

- (a) Where there is no access agreement between TTDC and the Access Seeker governing access to Facilities or Services to which the Access Seeker seeks access; or
- (b) There is such agreement, but
 - (i) The current term of that agreement will expire or terminate within the next 4 months; or
 - (ii) The requested network Facilities or Services are outside the scope of that agreement

2. STRUCTURE

This ARD is made up of:

- a) Introduction;
- b) A List of Services that describes the network services or network facilities that are listed in the Foreword; and
- c) Model of Access Agreement;

This Access Reference Document is prepared by TT dotCom Sdn. Bhd. as an Access Provider, pursuant to the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2005) which came into operation in 1st July 2005 and as amended by Variation to Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2005) (Determination No. 2 of 2009) which came into operation on 2nd February 2009 (both collectively referred to as “**MSA Determination**”), the Commission Determination on Access List, Determination No. 2 of 2015 (“**Access List**”), and Commission’s Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2012) (“**Access Pricing Determination**”) issued by the Malaysian Communications and Multimedia Commission (“**Commission**”), to enable all persons who are licensed under the Communications and Multimedia Act 1998 to seek access to its network facilities and network services.

3. THE DOCUMENT

This Access Reference Document ("**ARD**") comprises of:

- (a) Terms and conditions on which TTDC will provide network services and network facilities to an Access Seeker. ARD only serves as a reference documents that explain the terms and conditions on which TTDC is prepared to provide network services and/or network facilities to the Access Seeker. An Access Seeker must enter into a written agreement (“Access Agreement”) if they wish to obtain the services and/or facilities.
- (b) TTDC reserves the rights to change this ARD from time to time. Please contact the company to ensure that you have the latest version of the ARD.

4. ELIGIBILITY

This ARD applies those Access Seekers who are licensed under the Communication and Multimedia Act 1998 (CMA) as:

- (a) network facilities providers
- (b) network service providers
- (c) applications service providers
- (d) content applications service providers.

TTdC may require an Access Seeker to prove that they are a licensee registered with the Commission under CMA by providing certified true copies of their licences.

5. FACILITIES AND SERVICES AVAILABLE

In general, TTDC is only required to provide access to network services and network facilities that TTDC provides to itself or other parties. The network services and/or network facilities that TTDC is providing either to itself or to other parties are specified in the Foreword.

You may contact TTDC if you would like access to network services and network facilities that are not specified in the ARD

6. REQUEST FOR INFORMATION

- a. Access Seeker may request TTDC to provide with information that is not available in this ARD which Access Seeker think is reasonably required to prepare their "Access Request" ("Information Request")
- b. Access Seeker may submit the Information Request to TTDC for the attention of the person identified in the details of the Foreword. Please provide the following in the Information Request:
 - i. The type of network services or network facilities Access Seeker wishes to obtain;
 - ii. A copy of the licence issued under the CMA certified by the company secretary or evidence (certified by company secretary) that the company has registered with the Commission as a class licence;
 - iii. A copy of the following documents certified by the company secretary;
 - 1) certificate of incorporation;
 - 2) certificate of change of name(if applicable)
 - 3) the latest annual returns, Form 24 (Return of Allotment of Shares), Form 44 (Notice of Situation of Registered Office and of Office Hours and Particulars of Change) and Form 49 (Return giving Particulars in Register of Directors, Managers, and Secretaries and Change of Particulars);
 - 4) Memorandum and Articles of Association; and
 - 5) board of directors resolution authorising the execution of the confidentiality agreement (referred to below);
 - 6) The specimen signatures, full names and national registration identity card numbers of the persons the company has authorised to sign the confidentiality agreement.

- iv. Two copies of confidentiality agreement (in the form specified by TTDC and available for download at www.time.com.my) executed by the Access Seeker.

TTDC does not have to give the Access Seeker any information requested unless TTDC has received all of the information specified in this section.

If Access Seeker decides not to proceed with your Access Request, Access Seeker is required to return all the documents and information that TTDC has provided to them. Access Seeker must not keep copies of the documents and information that was provided as this is TTDC's confidential information.

7. CONFIDENTIALITY AGREEMENT

TTDC will provide confidentiality agreement to Access Seeker and it shall be:

- a) Shall be reciprocal
- b) Shall be no broader than necessary to protect the legitimate commercial interests of the Party disclosing the Confidential Information (disclosing Party)
- c) Shall include provisions prohibiting the Party receiving the Confidential Information (the receiving Party) from disclosing information to third parties or using information other than as necessary for the purposes of assessing a request for access;
- d) Shall not prevent the disclosure of Confidential Information or other information to the Commission by the receiving Party.

8. SECURITY

An Access Request shall be accompanied by a Security Sum. The security that may be given by the Access Seeker may be in the form of either:

- a) Bank Guarantee; or
- b) Cash sum

The basis for fixing the security sum is

- a) An estimate of the value of the access Facilities and Services to be provided to the Access Seeker over 90 day period
- b) The creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- c) Security previously reasonably required

TTDC is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to TTDC's ARD until the Access Seeker has amongst other things, provided (at Access Seeker's cost) to TTDC such Security Sum on terms and conditions reasonably acceptable by TTDC.

9. INSURANCE

Access Request shall be accompanied by the following insurance:

- a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed or in connection with the work covered by the Access Agreement that may be entered into and/or their dependants; and

- b) Comprehensive General Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20, 000,000) for any one claim or series of claims arising out of an accident or occurrence in connection with Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability

10. CREDITWORTHINESS

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

- a) A letter, signed by the executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar for of administration under any laws applicable to it in any jurisdiction; and
- b) A copy of the Access Seeker's most recently published audited financial statements

11. HOW TO SUBMIT AN ACCESS REQUEST

Access Request should be submitted to TTDC for the attention of the person identified in the details of the Foreword.

TT DotCom Sdn Bhd
No. 14, Jalan Majistret U1/26
Hicom Glenmarie Industrial Park
40150 Shah Alam
Attn : Head of Regulatory Affairs
Tel : 03-50393000
Fax : 03-50326401

Access Request must be in writing and delivered to the address above.

12. INFORMATION IN THE ACCESS REQUEST

12.1. Please provide the following information in your Access Request:

- (a) your name and contact details;
- (b) the network service or network facilities in respect of which you seek access;
- (c) whether you wish to
 - i. obtain access on the terms and conditions set out in this ARD; or
 - ii. negotiate the terms and condition of access
- (d) the ready service date(s) which you reasonable require;

- (e) the names of personnel that will represent you in the negotiations and, in respect of each of those personnel;
 - i. their contact details;
 - ii. their job titles ; and
 - iii. details of their availability for access negotiations
- (f) the identity of the negotiating team leader who has authority to make binding representations on your behalf during access negotiations (which authority may be subject to final approval from your Chief Executive Officer or Board of Directors);
- (g) the information (if any) that you reasonably require from TTDC for the purpose of negotiations;
- (h) two copies of a confidentiality agreement that you have executed in the form specified by TTDC
- (i) Forecasts of the capability you will reasonably require;
- (j) The quality of service you require (if it differs from that set out in this ARD)
- (k) The relevant technical information relating to your network and functionality of your services, to the extent you are aware the information may affect TTDC's network;
- (l) A copy of your licence under the CMA (certified as true by your director or company's secretary) or evidence that you have registered with the Commission as a class licensee (if you have not yet already provided it);
- (m) The creditworthiness information required by TTDC;
- (n) The security information required by TTDC;
- (o) The insurance information required by TTDC; and
- (p) Any other information that TTDC asks you to provide.

12.2. How should the information be provided?

Access Seeker must provide all the information in hard copies. TTDC may also request the Access Seeker to provide an electronic version of the information.

13. PROCESSING TIME

Within ten (10) Business Days of receipt of the complete Access Request, TTDC shall respond to the Access Seeker by either:

- 13.1. Provide an executed Access Agreement in accordance with the ARD.
 TDC will provide two copies of executed Access Agreement within 10 business days from the day TTDC confirms that it is in a position to provide access in accordance with this ARD. Access Seeker will need to sign each copy of the Access Agreement and return both copies to TTDC
- 13.2. Commence negotiations on the terms and conditions of an Access Agreement.
 If Access Seeker wish to negotiate the terms and conditions set out in this ARD, TTDC will confirm that it is in a position to commence negotiations with Access Seeker.
 Both parties must use their best endeavours to conclude the Access Agreement within 120 days of the Access Request
 If negotiations are not completed within the required period:

- i. The parties may jointly apply to the Commission for further time to negotiate. If it is not granted, the parties are deemed to be in dispute and the Dispute Resolution Procedures (as defined on the MSA) in the MSA will take effect; or
- ii. Either party may initiate the Dispute Resolution Procedures in the MSA

13.3. Refusal of Access Request

Without limitation to any other grounds that may be relied on by TTDC under the CMA (including MSA), TTDC may refuse the Access Request on any of the following grounds:

- (a) the information provided by the Access Seeker is incomplete;
- (b) it is not technically feasible (as determined in accordance with the criteria set out in Section 5.4.18 of the MSA) to provide access to the network facilities or network services requested by the Access Seeker;
- (c) TTDC has insufficient capacity to provide the requested network services or network facilities (refer MSA).
- (d) TTDC reasonably believes that the Access Seeker may fail to make timely payments for the requested network facilities or network services;
- (e) TTDC reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions set out in this ARD for the relevant network facilities or network services;
- (f) TTDC does not currently supply or provide access to the relevant network facilities or network services to itself or to any third party, unless where the Access Seeker is prepared to compensate TTDC for the original supply of access to the Access Seeker;
- (g) in respect of Full Access Service, Line Sharing Service and Sub-loop Service, save in cases where an Access Agreement has been entered into between the Access Provider and an Access Seeker, the Access Provider provides evidence that those premises will be served by a HSBB Network Service (with or without QoS) within 3 years from the date of the request; or
- (h) TTDC reasonably believes that the safety of its network will be compromised by the grant of the access requested;
- (i) TTDC reasonable believes that the provision of access to the Access Seeker will be in furtherance of an activity which is illegal under Malaysian law; or
- (j) TTDC reasonably believes that the provision of access to the Access Seeker will be contrary to the provisions and objectives of the CMA.

TTDC will offer to meet within 7 business days from the day TTDC notifies Access Seeker that the Access request is refused, to discuss its reasons for refusing the Access Request.

13.4. Requests for Additional Information

TTDC may request additional information if TTDC requires such further information to decide whether it can meet your Access Request.

TTDC is not obliged to consider an Access Request until it receives all such additional information requested. Once the information is received, TTDC will reconsider your Access Request and respond in the manner set out in this clause 10.

14. FAST TRACK APPLICATION

14.1. Fast track application offered by TTDC is limited to request for

- a) Fixed Network Termination Service
- b) Fixed Network Origination Service
- c) Interconnect Link Services

Fast track process is only limited to those Access Seeker whose requirement do not have a material impact on TTDC's current level of network resources.

14.2. Who can submit for Fast Track Application

- a) Existing Access Seeker who have already signed an Access Agreement with TTDC
- b) Access Seeker must have a ready POI/POP
- c) In cases where prices is not regulated, the Access Seeker must be agreeable to the prices quoted by TTDC
- d) Total Facilities and/or services required is not more than RM50, 000 per annum.
- e) All condition set out in the model of Access Agreement is agreed upon

14.3. What information should be provided in Fast Track application

- a) The name and contact details of the Access Seeker
- b) The Facilities or Services in respect of which access is sought

14.4. Reasons for Refusal

TTDC may reject the application on the grounds that

- a. TTDC does not currently supply or provide access to the relevant Facilities and/or Services to itself or to third parties, except where the Access Seeker compensate TTDC for the original supply of access to Facilities and/or Services to the Access Seeker; or
- b. TTDC has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities or Services; or
- c. There are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and Services;

14.5. Processing Time

TTDC will within 10 Business Days of receipt of a complete fast track application, provide an ARD executed by TTDC to the Access Seeker.

SERVICE LIST

Specific Terms and Conditions

The following are specific terms and conditions applicable to specific facilities or services on the Access List.

1. FIXED NETWORK ORIGINATION SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, an access service classified as "Fixed Network Origination Service" under the Access List and reproduced in section 2 below.
- 1.2 Notwithstanding the interconnection of TTDC's Network and the Access seekers Network, TTDC shall have no obligation to provide Fixed Network Origination Service in respect of Call communication over the voice bandwidth other than those specified in section 2.2 below.
- 1.3 TTDC will only be required to provide the Fixed Network Origination Services to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD, and the requirements of the Access Agreement for Fixed Network Origination Services.
- 1.4 In the event of any inconsistencies between this specific term and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

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

The functionalities of the Fixed Network Origination Service include:

- (i) transmission and switching (whether packet or circuit); and
- (ii) the signalling required to support the Interconnection Service.

- 2.2 The Fixed Network Origination Service will comprise of :
 - a) single tandem origination (where the POI is at a tandem switch or is associated with a tandem switch)m ; and/or
 - b) double tandem switch origination (where the POI is at a double tandem switch or is associated with a double tandem switch).
- 2.3 Examples of technologies used in the provision if the Fixed Network Origination Service include PSTN, Integrated Services Digital Network (ISDN),other IP Based networks and any other fixed network technology which currently available or which may be developed in future that involves the carriage of Call Communications.
- 2.4 TTDC may, at the specific request of the Access Seeker, provide call origination service to other call types not specifically stated in section 2.1 above, on terms and conditions mutually agreed between the parties.

2. FIXED NETWORK TERMINATION SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, an interconnect service which is an access service classified as "Fixed Network Termination Service" under the Access List and reproduced in section 2 below.
- 1.2 Notwithstanding the interconnection of TTDC's Network and the Access seekers Network, TTDC shall have no obligation to provide Fixed Network Termination Service in respect of Call communication over the voice bandwidth other than those specified in section 2.2 below.
- 1.3 TTDC will only be required to provide the Fixed Network Termination Services to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD and the requirements of the Access Agreement for Fixed Network Termination Services.
- 1.4 In the event of any inconsistencies between these specific terms and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

- 2.1 Fixed Network Termination Service is an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from a POI to a 'B' party. The Fixed Network Termination Service comprises transmission and switching (whether packet or circuit) for Fixed Network-to-Fixed Network, Mobile Network-to-Fixed Network and incoming international-to-Fixed Network calls and messages which require Any-to-Any Connectivity.
The functionalities of the Fixed Network Termination Service include:
 - (i) Transmission and switching (whether packet or circuit); and
 - (ii) The signalling required to support the Interconnection Service.The Fixed Network Termination Service will comprise of:
 - a) Local call termination ;
 - b) single tandem termination (where the POI is at a tandem switch or is associated with a tandem switch) ; and/or
 - c) Double tandem termination (where the POI is at a double tandem switch or is associated with a double tandem switch).
- 2.2 Examples of technologies used in the provision of the Fixed Network Termination Service include PSTN, Integrated Services Digital Network (ISDN) ,other IP based network, and any other fixed network technology which currently available or which may be developed in future that involves the carriage of Call Communications.
- 2.3 TTDC may, at the specific request of the Access Seeker, provide call Termination service to other call types not specifically stated in section 2.1 above, on terms and conditions mutually agreed between the parties.

3. INTERCONNECT LINK SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, access to Facility and/or Service classified as "Interconnect Link Service" under the Access List and reproduced in section 2 below.
- 1.2 TTDC will only be required to provide the Interconnect Link Service to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD and the requirements of the Access Agreement for Fixed Network Termination Services.
- 1.3 In the event of any inconsistencies between these specific terms and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

- 2.1 TTDC agrees to provide and maintained for the term of the Access Agreement, the Interconnect Link Service to the Access Seeker, which may consist of access to Facilities owned by TTDC or Services provided by TTDC, which enables:
 - (i) The physical connection between TTDC's Network and the network of the Access Seeker for the purpose of providing interconnection service; and
 - (ii) The interconnection of TTDC's Signalling System Number Seven (SS7) network to the SS7 network of an Access Seeker at the signal transfer points.

4. NETWORK CO LOCATION SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, an access service classified as "Network Co Location Service" under the Access List and reproduced in section 2 below.
- 1.2 TTDC will only be required to provide the Network Co Location Service to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD, and the requirements of the Access Agreement for Network Co Location Service.
- 1.3 In the event of any inconsistencies between these specific terms and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

- 2.1 TTDC agrees to provide Network Co Location Service to the Access Seeker which comprises of:
 - (i) physical co-location
Which refers to the provision of space at an Access Provider's premises to enable the Access Seeker to install and maintain it's own equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of any Operator. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker;
 - (ii) virtual co-location,
which refers to the provision of facilities or services at an TTDC's premises to enable the acquisition by the Access Seeker of Facilities and Services on the Access List, where equipment is owned and maintained by the TTDC; or
 - (iii) in-span interconnection
Which is the provision of a POI at an agreed point on a physical cable linking a TTDC's network facilities to an Access Seeker's network facilities.
- 2.2 Network premises at which co-location is to be provided includes switching sites, submarine cable landing centres, earth stations, exchange buildings, other Customer Access Modules (including roadside cabinets) and such other network facilities locations associated with the provision of a Facility or Service on the Access List, and includes co-location provided at any location where main distribution frame is housed.

5. LAYER 3 HSBB NETWORK SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, an access facility and/or service classified as "Layer 3 HSBB Network Service" under the Access List and reproduced in section 2 below.
- 1.2 TTDC will only be required to provide the Layer 3 HSBB Network Service to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD, and the requirements of the Access Agreement for Layer 3 HSBB Network Service.
- 1.3 In the event of any inconsistencies between these specific terms and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

- 2.1 TTDC agrees to provide the Layer 3 HSBB Network Service to the Access Seeker for 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 TTDC's premises or Access Seeker's premises, as selected by Access Seeker, where in respect of the service:
 - (i) The customer equipment is directly connected to TTDC's High Speed Broadband Network;
 - (ii) The Access Seeker selects the bit rate; and
 - (iii) The Access Seeker selects the Classes of Service ("COS").
- 2.2 The Layer 3 HSBB Network Service includes:
 - (i) Any hybrid Layer 2 and/or Layer 3 functionality required for the provision of the service;
 - (ii) Shared splitting service;
 - (iii) Interfaces to operational systems; and
 - (iv) Network information.
- 2.3 Nothing in this service description is intended to limit:
 - (i) The number of concurrent Layer 3 HSBB Network Services acquired by an Access Seeker from TTDC associated with a single customer;
 - (ii) Concurrent of acquisition of the Layer 3 HSBB Network Service and other HSBB Network Services by and Access Seeker from TTDC associated with a single customer; or
 - (iii) The number of HSBB Network Services that may be acquired by a single Access Seeker, either in a single location or at multiple locations (or permit TTDC to require an Access Seeker to acquire any minimum or maximum number of HSBB Network Services, either in a single location or at multiple locations) as a condition of TTDC supplying the Layer 3 HSBB Network Service.

2.4 The Layer 3 HSBB Network Service shall be supplied to the Access Seeker as follows:

- (i) At pre-defined speeds which are capable of providing the bit rates specified below, as selected by the Access Seeker, subject to the maximum bit rate supported by the access technology used at particular End User premises;

Symmetric base bit rates
4 to 30 (inclusive) in 1 Mbps increments
32
50
60
100

Additional Bit Rates the Access Seeker may request	
Downstream	Upstream
32 kbps	32 kbps
64 kbps	64 kbps
128 kbps	128 kbps
256 kbps	256 kbps
512 kbps	512 kbps
1 Mbps	256 kbps
6 Mbps	1 Mbps
10 Mbps	5 Mbps
20 Mbps	5 Mbps
20 Mbps	10 Mbps
25 Mbps	5 Mbps
25 Mbps	10 Mbps
30 Mbps	5 Mbps
30 Mbps	10 Mbps
50 Mbps	10 Mbps
50 Mbps	20 Mbps
100 Mbps	40 Mbps
100 Mbps	50 Mbps

- (ii) In accordance with the following CoS, as selected by the Access Seeker, with traffic in each CoS prioritised as set out below in the case of congestion:

Class of Service	Traffic Priority
VoIP	1
IPTV, Video-on-Demand	2
Management, Business Internet	3
Residential Internet, Best Efforts Connection	4

6. END-TO-END TRANSMISSION SERVICE

1 General

- 1.1 This part sets out the Specific Terms and Conditions under which TTDC (as an Access Provider) agrees to provide, at the request of an Access Seeker, an access facility and/or service classified as "End-to-End Transmission Service" under the Access List and reproduced in section 2 below.
- 1.2 TTDC will only be required to provide the End-to-End Transmission Service to the Access Seeker to the extent that the Access Seeker has complied with all the requirements of this ARD, and the requirements of the Access Agreement for End-to-End Transmission Service.
- 1.3 In the event of any inconsistencies between these specific terms and the general terms relating to any matter, the specific terms in this Part shall prevail.

2 Scope

- 2.1 TTDC agrees to provide the End-to-End Transmission Service to the Access Seeker for the carriage of communications between:
 - (i) Two End User locations;
 - (ii) Two Access Seeker Points of Presence; or
 - (iii) One End User location and one Access Seeker Point of Presence.via such network interfaces at such transmission rates as may be agreed between TTDC and the Access Seeker on a permanent or virtual basis.
- 2.2 Network interfaces may use any technology as may be agreed between TTDC and the Access Seeker including, for example, Ethernet interfaces.
- 2.3 The functionalities of the End-to-End Transmission Service include:
 - (i) Transmission and switching, whether packet or circuit;
 - (ii) The signalling required to support the technology or to provide a service;
 - (iii) Termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
 - (iv) A digital protocol including Internet Protocols.

MODEL OF ACCESS AGREEMENT

General Terms and Conditions

The following are the general terms and conditions applicable to all forms of access agreements in respect of facilities or services in the Access List and which is subject to the MSA to be entered with TTDC. For these terms to become binding on an Access Seeker and TTDC a definitive Access Agreement must be drawn up and executed by both parties.

1 Forecasting Obligations

1.1 General

The Access Seeker shall, for the duration of the Term of this Access Agreement:

- a) Provide TTDC with an initial forecast within thirty (30) days from the date of this Access Agreement; and
- b) Periodically not less than thirty (30) days before the anniversary of the Commencement Date of this Access Agreement, furnish to TTDC, reasonably accurate forecasts of its requirements for such network facilities or network services from TTDC.

1.2 Duration of Forecast

All forecast provided by the Access Seeker shall, unless the context otherwise requires, be for a twelve (12) month period.

1.3 Confirmation of Forecast

If an Access Provider, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast, the Access Provider may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this Standard, and subsection 2 will apply. If TTDC requires the Access Seeker to confirm its forecasts, then the Access Seeker shall within 5 Business Days submit a statement confirming its forecasts. Upon such confirmation, the forecasts shall be deemed to be a confirmed Access Order for the purposes of Section 2 of this Agreement, to enable TTDC to undertake provisioning of the services and/or facilities, subject always to the availability of spare capacity for such services or facilities.

1.4 Forecast request

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

- a) The Facilities or Services or both in respect of which Forecasts are required;
- b) The total period of time covered by each Forecast, which period:
 - i. shall be determined having regard to the Access Provider'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 or Services; and

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

1.5 Constrained Capacity

If TTDC reasonably believes that the aggregate of the total capacity of TTDC's network services or network facilities required by the Access Seeker under its relevant forecasts, TTDC's own requirements, and other access seekers' forecast, would exceed the capacity which TTDC can provide, then TTDC will notify the Access Seeker of such constrained capacity, whereupon TTDC will endeavour to allocate the available capacity in accordance with TTDC's Capacity Allocation Policy which may be furnished to the Access Seeker on written request.

1.6 Time for acceptance:

TTDC will notify the Access Seeker:

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

1.7 Reasons for rejection

A Forecast may be rejected if TTDC reasonably believes that the Forecast is inaccurate, having regard to:

- (a) Total current usage of the Facilities or Services;
- (b) The current rate of growth of the Access Seeker's usage of the Facilities or Services;
- (c) The current rate of growth of total usage of the Facilities or Services; and
- (d) subject to subsection 5.4.18 of MSA, the amount of capacity in the Facilities or Services that the Access Provider currently has available and can reasonably provision over the Forecast period, which must be at least equivalent than that which the Access Provider can reasonably provision for itself.

1.8 Time for rejection

TTDC will give notice of any rejection to the Access Seeker:

- (e) Within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (f) Such notice of rejection must specify:
 - i. the grounds on rejecting the Forecast in accordance with subsection 1.7, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Forecast; and
 - ii. An offer to meet within five (5) Business Days of the notice of rejection of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between TTDC and Access Seeker if the offer is accepted by the Access Seeker (Rejection Notice).

1.9 Reconsideration

1.9.1 by Access Seeker.

Upon the rejection of the Forecast Information by TTDC pursuant to Section 1.5.4 above, the Access Seeker may within twenty-one (21) Business Days from the receipt of the rejection notice by the Access Seeker, reconsider its Forecast Information and either:

- a) Confirm that its rejected forecast is reasonable and submit an explanation justifying its reasonableness to TTDC; or
- b) Submit a new forecast to TTDC.

1.9.2 by TTDC.

If an Access Seeker submits an amended forecast, TTDC shall reconsider the same and the provisions set out in this Section 1 shall apply as if such amended forecast were a fresh forecast.

1.10 Over-forecasting

The Access Seeker shall not over-forecast its requirements for services or facilities that it seeks from TTDC.

Should the Access Seeker's forecasted requirements exceed the Access Orders for that year, then there shall be deemed to be an over-forecast, whereupon section 1.11 shall apply.

1.11 Recovery for Over-Forecasting

If there has been an over-forecast by the Access Seeker, and

- a) TTDC incurs costs and expenses in meeting such forecast, which were reasonably and necessarily incurred by TTDC,
- b) TTDC has reasonably sought to mitigate its loss over a six (6) month period; and
- c) Then TTDC shall be entitled to recover from the Access Seeker an amount not exceeding seventy-five (75%) percent of such costs and expenses which could not have been mitigated by TTDC during the aforementioned six (6) month period.

The amount ascertained by TTDC in accordance with the above formula, shall be deemed to be a debt due from the Access Seeker to TTDC and TTDC shall

include the said amount in the Invoice to the Access Seeker for the relevant Billing Period.

The Access Seeker shall pay the amount so invoiced in accordance with Section 8 of this Access Agreement.

1.12 Failure to provide Forecasts

Any failure, neglect or refusal by the Access Seeker to comply with its obligations set out in this Section 1, shall entitle TTDC to continue to provide access to the Access Seeker but such provision of access shall be at the previous year's usage or level but such provision (if any) shall be without prejudice to TTDC's right to reduce such provision. In either case, TTDC shall not be responsible for any loss, damages, costs or expenses to the Access Seeker.

2 Ordering and Provisioning Obligations

2.1 Order content

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

- a) The Facilities or Services or both to which access is requested;
- b) A requested time for delivery;
- c) the location of the points of delivery;
- d) Equipment of the Access Seeker to be used in connection with the Order; and
- e) Such other information that TTDC reasonably requires in Order for it to plan for the provision of access to the Facilities or Services as requested by the Access Seeker.

The Access Seeker shall provide the AOI in sufficient detail and in sufficient time as may be reasonably necessary to enable TTDC to evaluate and plan the provisioning of TTDC's network services and/or network facilities, and to provide the access to the Access Seeker.

2.2 Confidentiality of AOI

TTDC shall treat all AOI provided by the Access Seeker to TTDC pursuant to this Access Agreement as confidential and such AOI shall only be used by the following TTDC personnel

- (a) Those personnel of TTDC who are in TTDC's wholesale or interconnection group; or
- (b) Those personnel of TTDC who are part of TTDC's Network engineering group with responsibility for interconnection for the purpose of responding to and provisioning the Order.

2.3 Acknowledgement of Receipt of Access Order by TTDC

2.3.1 TTDC shall acknowledge receipt of Order within 2 Business Days of receipt of an Order from the Access Seeker.

2.3.2 Notice of Receipt

TTDC will include in its Notice of Receipt the following information:

- a) The time and date of receipt;
- b) A list of any additional information reasonably required by TTDC from the Access Seeker to clarify the Order; and
- c) If the relevant Facilities or Services are below the capacity required to provide the relevant Facilities or Services, TTDC shall inform the Access Seeker of the available capacity and timeframe for the fulfilment of the Order.

2.4 Additional Information

The Access Seeker shall revert to TTDC within fourteen (14) Business Days, with the additional information requested by TTDC. Insufficient or incomplete information provided by the Access Seeker will entitle TTDC to reject the Access Order.

2.5 Service Qualifications

TTDC shall only conduct Service Qualifications if:

- a) TTDC reasonably requires information from such Service Qualifications which is not readily available; and
- b) TTDC notifies the Access Seeker that such Service Qualifications are necessary within five (5) Business Days of receiving the Access Seeker's Order, or, if further information has been requested under subsection 2.4, within five (5) Business Days of the expiry of the period in subsection 2.4, together with the reasons for such Service Qualifications.

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

2.6 Completion of Service Qualifications

TTDC shall:

- a) Complete any Service Qualification in respect of an Order within twenty-one (21) Business Days of the commencement of the Service Qualification;
- b) Inform the Access Seeker of the result of any Service Qualification within two (2) Business Days of the completion of such Service Qualification.

2.7 Withdrawal of Order following Service Qualifications

TTDC shall permit an Access Seeker to withdraw its Order without penalty within fourteen (14) days after receiving the result of a Service Qualification under subsection 2.6.

2.8 Acceptance obligation

TTDC must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Services and Facilities which comply with a Forecast accepted by TTDC pursuant to subsection Section 1.

2.9 Time for acceptance/rejection

TTDC will notify the Access Seeker within fourteen (14) days of receiving an Order that the Order is accepted or rejected, save where TTDC undertakes a Service Qualification as contemplated in subsection 2.5, in which case the time periods in subsection 2.6 are to be added to this fourteen (14) days period. If TTDC notifies the Access Seeker that an Order is rejected, TTDC must advise the Access Seeker if it would be able to accept the Order in a modified form.

2.10 Reasons for Rejection.

TTDC may only reject an Order from an Access Seeker where:

- a) Subject to subsection 5.4.17 of MSA, it is not technically feasible to provide access to the Facilities or Services requested by the Access Seeker;

- b) Subject to subsection 5.4.18 of MSA, TTDC has insufficient capacity to provide the requested Facilities or Services;
- c) Subject to subsection 5.7.19 of MSA, the Order is in excess of agreed Forecast levels;
- d) The Order or variation request duplicates an Order awaiting fulfilment;
- e) The Access Seeker has not obtained necessary related agreements from TTDC (e.g. Facilities access for a new Point of Interface);
- f) There are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions of the Access Agreement; or
- g) There are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities or Services to protect the integrity of a Network; or the safety of individuals working on, or using services supplied by means of, a Network or Equipment.

2.11 Notice of Rejection

If the Access Order is rejected, then TTDC shall issue a notice of rejection which shall contain, inter alia, the following information:

- a) the ground(s) of rejection;
- b) the time period by which TTDC will accept a modified Access Order;
- c) The nature of such acceptable modifications to the Access Order.

The Access Seeker may within five (5) Business Days of receipt of the Notice of Rejection, request in writing to meet TTDC to discuss the reasons for rejection and alternative methods of compliance.

If TTDC refuses to meet with the Access Seeker then the Access Seeker may if it disagrees with the grounds for rejection, initiate the dispute resolution process specified in Schedule C.3 – Dispute Resolution Procedure.

2.12 Acceptance.

If the Access Order is accepted, then TTDC shall issue a notice of acceptance which shall contain, inter alia, the following information:

- a) The specific delivery date for the network facilities and/or services, which shall be: (i) in the case of Access Order for new facilities or services, no later than eight (8) months from the date of the Access Order, or (ii) in the case of augmentation of the current capacity on existing facilities or infrastructure, no later than sixty (60) days from the date of the Access Order. Access Seekers of TTDC.
- b) The actual or an estimate of the charges payable to TTDC by the Access Seeker, for the fulfillment of the Access Order. TTDC may initially provide an estimate of the charges, which may be subsequently varied. If a variation of charges occurs, then the Access Seeker may withdraw the Access Order if the variation of the charges exceeds the original estimate by ten percent (10%).
- c) That the Access Seeker must within ninety (90) days from the date of the notice of acceptance confirm in writing to TTDC of its intention to proceed with the Access Order. The charges set out shall remain valid for the period of ninety (90) days.

2.13 Access Seeker's Confirmation.

If TTDC accepts an Access Order, the Access Seeker shall within the ninety (90) day period from the date of notice of acceptance, confirm in writing its agreement to proceed with such Access Order.

2.14 Estimate Charges.

If the notice of acceptance provided by TTDC contains estimates of charges (e.g. based on time and materials):

- a) The Access Provider shall not exceed the estimate without providing the Access Seeker with written notice prior to exceeding the estimate that:
 - i. the estimate will likely be exceeded;
 - ii. an explanation of the reasons for exceeding the estimate; and
 - iii. a further estimate of the charges for the work necessary to fulfil the Order.
- b) TTDC shall permit the Access Seeker to withdraw the Order without penalty if the revised estimate exceeds the original estimate by more than 10% of the original estimate within fourteen (14) days of the notice given by TTDC under subsection 2.14(a).
- c) Where the actual cost incurred by TTDC exceeds an estimate or revised estimate for a specific scope of work provided by TTDC due to:
 - i. information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; and
 - ii. a change in the scope of work by the Access Seeker the Access Seeker shall be obliged to pay the Access Provider for the actual cost incurred.
- d) The Access Provider shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, such confirmation to be provided by the Access Seeker within fourteen (14) days from the notice given by the Access Provider under subsection 2.14(a).

2.15 Fulfilment of an Access Order

Upon receipt of the confirmation specified in Section 213 above by TTDC, TTDC will use all its reasonable efforts to fulfil Access Orders from Access Seekers for network services and/or network facilities which complies to the forecast supplied by such Access Seeker, on the terms and conditions contained in the Access Agreement.

2.16 Orders in Excess of Forecast

TTDC may, by written notice, require the Access Seeker to purchase additional capacity on the Access Seeker's side of the Network, as TTDC reasonably estimates, may be required by the Access Seeker to meet the demand on its Network.

Should the Access Seeker fail, neglect or refuse to procure such additional capacity within seven (7) Business Days of TTDC's notice, and the actual demand exceeds the capacity on the Access Seeker's Network, TTDC will notify the Access Seeker in writing of such overload on TTDC's Network. Thereafter, the parties shall meet within five (5) Business Days of the notice, to identify alternative sources of the required capacity for the Access Seeker.

If the access capacity issue on the Access Seeker's Network cannot be resolved within ten (10) Business Days of the last meeting between the parties, TTDC shall be entitled, without further notice to the Access Seeker, to bar or block services (including calls) to the Access Seeker's Network to the extent necessary to minimise congestion within TTDC's Network.

2.17 Delivery Date for Access

TTDC will deliver the ordered access to the network facilities and/or the network services on or before the date specified in the notice of acceptance sent by TTDC.

Should TTDC be able to deliver the ordered access to the Access Seeker earlier than the agreed delivery date, TTDC will advise the Access Seeker of such early delivery and if requested so to do by the Access Seeker, deliver such ordered access at such earlier date.

2.18 Delays to Delivery Dates

In the event there is a delay in the delivery date, TTDC will as soon as reasonably practicable, notify the Access Seeker of the reasons for delay and the revised date of delivery. If the delay is longer than fourteen (14) days, the Access Seeker may cancel the Access Order without any penalty.

TTDC will give the Access Seeker a rebate for any delay in the delivery date, such rebate shall be of an amount equivalent to the recurring charges payable by the Access Seeker to TTDC for access to the network services or facilities over a period equal to the period of the delay solely due to TTDC. Notwithstanding the foregoing, TTDC shall not be liable for any delay caused by or attributable to the Access Seeker. The rebate will be reflected in the Invoice issued for the next Billing Cycle.

2.19 Cancellation of Access Orders

An Access Seeker may cancel or vary an Access Order in writing provided to TTDC at any time prior to provisioning of the network services or network facilities by TTDC, unless such cancellation was in accordance with Section 2.14 above. TTDC shall be entitled to charge the Access Seeker for all costs and expenses incurred by TTDC in relation to the cancelled or varied Access Order.

For the purposes of this Section a variation of an Access Order shall be an addition, modification, substitution or omission made to an Access Order; and "vary" shall be construed accordingly.

2.20 Testing and Provisioning by Access Seeker

TTDC will offer all reasonable assistance and co-operation to the Access Seeker in relation to the testing and provisioning of ordered network services and/or network facilities. TTDC shall be entitled to charge the Access Seeker a one-off fee for such assistance and co-operation, which may be included into an Invoice.

2.21 Queuing System for Access

TTDC maintains a queuing system for all Access Seekers on a non-discriminatory basis that maximises the efficiency of its ordering and provisioning process. TTDC will place an Access Seeker in TTDC's queuing system at the time of providing an acknowledgement of receipt of the Access Order pursuant to Section 2.8 above.

3 Network Conditioning Obligations

3.1 Commencement of Network Conditioning

TTDC will only commence network conditioning upon the receipt of an Access Order and there is full agreement between TTDC and the Access Seeker on the following matters:

- a) geographical coverage ;
- b) number information (including length and code allocation);
- c) origins from and destination to which access is required ;
- d) network routes (including which operator is responsible for the provisioning of the interconnection links) ;
- e) handover arrangements and relevant Points of Interface.

3.2 Number Range Activation

Subject to subsection 3.3, the TTDC shall:

- a) use its best endeavours to activate in the Access Provider's Network a code or number range within ten (10) Business Days of being requested to do so by the Access Seeker; and
- b) in all cases, activate a code or number range within thirty (30) days of being requested to do so by the Access Seeker.

3.3 Intra-Network codes and numbers

Subsection 3.2 does not apply to codes or number ranges not intended for use across interconnected Networks.

3.4 Costs of Network Conditioning

The parties agree that the costs incurred by TTDC in network conditioning shall be apportioned between TTDC and the Access Seeker in the following manner:

- a) if the work has been carried out in accordance with a government or Commission requirement, each operator shall bear its own costs of such network conditioning.
- b) If the work has been carried out to fulfil an Access Order, the costs will be apportioned in an equitable manner as determined by TTDC between the various operators who have access agreements with TTDC, having regard to the costs incurred by TTDC and the other operators.

4 Point of Interface Obligations

4.1 Available Locations

The list of TTDC's available points of interface locations

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

is set out on its website, and may be amended by TTDC from time to time, but notwithstanding the said publication, the Access Seeker shall confirm with TTDC the availability of the Point of Interface locations, at the time of making a Forecast or an Access Order.

4.2 Deemed Access Providers

If the Access Seeker obtains physical co-location at a POI from TTDC, the Access Seeker shall be, for the purposes of the MSA, a deemed access provider to other Operators, and TTDC shall be considered as the principal access provider.

In such a case, the Access Seeker is a deemed access provider, shall notify TTDC of the identity of all other Operators with whom it has reached co-location agreements within two (2) Business Days of reaching such agreements, and shall ensure that such other Operators comply with the relevant co-location obligations contained in subsection 5.13 of the MSA, and Section 7 of this Access Agreement.

The Access Seeker must disclose to such other Operators the provisions of Section 8 of the Access Agreement.

4.3 Lack of Space

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

4.4 Change of POI by Access Seeker

TTDC may consider a request in writing by the Access Seeker to interconnect at a point other than the POI published by TTDC on its website. TTDC may at its absolute discretion provide access at such unspecified POI to the Access Seeker. TTDC shall promptly accept or reject a request by an Access Seeker under this subsection, and provide the Access Seeker with reasons if it rejects the Access Seeker's request.

For the avoidance of doubt, this Section 4.3 does not impose an obligation on TTDC to interconnect at a non-specified POI Location.

4.5 Network Responsibility

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

4.6 Third party POI

An Access Provider shall permit an Access Seeker to nominate a Point of Interface of a third Party for the purposes of interconnection and access between the Access Provider 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.

4.7 Point of Interface factors

When determining which locations are to be listed under subsection 4.1, or when determining a request under subsection 4.3, each Access Provider must have regard to the following:

- (a) TTDC shall offer (but shall not require) POI and collocation for every Closed Number Area throughout Malaysia;
- (b) In addition to paragraph 4.7(a) above, TTDC shall offer interconnection and co-location at any other technically feasible point;
- (c) TTDC may offer more than one form of interconnection in relation to a particular location (e.g. physical interconnection and virtual interconnection);
- (d) TTDC shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over two (2) years) and the needs of other Access Seekers who are currently occupying or have Ordered additional space from that TTDC; and
- (e) Possible re-arrangement of its Equipment configuration to eliminate space inefficiencies;

4.8 Inter-Closed Number Area service

An Access Provider shall offer interconnection to permit calls to be transmitted across Closed Number Area boundaries, whether directly or in transit.

5 Decommissioning Obligations

5.1 Decommissioning Notice

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

- a) one (1) year's notice in writing to all relevant Access Seekers prior to the decommissioning of a Point of Interface; or
- b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any other Facilities or Services.

Where an Access Provider is required to vacate the site where a Point of Interface is located as a result of a third Party landlord's notice (under an arm's length tenancy agreement), the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs (a) and (b) above.

5.2 Co-operation by TTDC

TTDC will offer reasonable co-operation to all relevant Access Seekers to work out a timetable for the decommissioning of a relevant Point of Interface, network facilities or network services.

5.3 Alternative Arrangements

- a) Where TTDC gives a Decommissioning Notice, TTDC will use all reasonable efforts to provide the affected Access Seeker, a functionally equivalent interconnection at an alternative Point of Interface, on terms and conditions that are similar to that applicable to the Point of Interface that has been decommissioned, for a period of three (3) years from the date the alternative Point of Interface was commissioned. In the event TTDC is unable to agree or provide an alternative Point of Interface to the Access Seeker, the parties will discuss and agree on a reasonable compensation as stated below upon the decommissioning. The Access Seeker shall use its best efforts to obtain interconnection from another Operator.
- b) Where TTDC gives a Decommissioning Notice to the Access Seeker that it will decommission a network facility or network service, TTDC will use all reasonable efforts to provide the affected Access Seeker access to an alternative network facility or network service on terms and conditions that are similar to that applicable to the network facilities or network services that has been decommissioned, for a period of three (3) years from the date the alternative network facilities or network services are commissioned. In the event TTDC is unable to agree or provide an alternative network facilities or network services to the Access Seeker, the parties will discuss and agree on a reasonable compensation as stated below upon the decommissioning. The Access Seeker shall use its best efforts to obtain access to network facilities or network services from another Operator.

5.4 Compensation for Decommissioning Point of Interface

TTDC shall pay to the Access Seeker, the Access Seeker's reasonable costs, necessarily incurred in:

- (a) Decommissioning any of the Access Seeker's links to the Point of Interface that is proposed to be decommissioned and 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 Section 5.3(a) above; 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 Section 5.3(a) above for a period of three (3) years from the date of decommissioning.

5.5 Compensation for Decommissioning Network Facilities or Network Services

TTDC shall pay to the Access Seeker, the Access Seeker's reasonable costs, necessarily incurred in

- (a) moving the Access Seeker's Equipment from the decommissioned network facilities to the alternative network facilities offered in accordance with Section 5.3.(b)above; or
- (b) re-arranging Equipment to connect to the alternative network services offered in accordance with Section 5.3(b) above, unless such decommissioning is caused by an event of Force Majeure.

5.6 Determining Compensation

The parties agree to the following process to determine the compensation payable by reason of Sections 5.4 and 5.5 above:

The Access Seeker must within thirty (30) days of the completion of the decommissioning and re-installation at the substitute Point of Interface, submit to TTDC details of the Access Seeker's reasonable costs.

If TTDC considers that the submission is insufficient for TTDC to verify the reasonable costs, TTDC may request the Access Seeker to provide further information, whereupon the Access Seeker shall within thirty (30) days submit the further information required or provide an explanation as to its unavailability.

Upon receipt of all requisite information from the Access Seeker, TTDC shall within thirty (30) days, evaluate and determine if the costs incurred is reasonable and necessary, and if TTDC determines that the costs incurred are reasonable and necessary, TTDC shall notify the Access Seeker in writing of its decision and shall deduct the amount from the Invoice. If the Invoice amount is insufficient to extinguish such deduction, then TTDC will pay the Access Seeker the un-deducted portion within thirty-one (31) days from the date of the Invoice.

If after the period set out, TTDC disagrees with the computation by the Access Seeker or that the costs claimed are reasonable and necessary, then TTDC shall notify the Access Seeker of its disagreement stating its reasons for TTDC disagreeing with the computation of the Access Seeker. Upon such notification, a dispute is deemed to have arisen, which shall be resolved in accordance with Schedule C.3 – Dispute Resolution Procedure.

6. Network Change Obligations

6.1 Scope of Network Change

This section deals with the obligations between TTDC and the Access Seeker (including all other Operators [whether they are Access Seekers or Access providers]), with respect to the implementation of a Network Change (as set out in Section 6.2 below) which necessitates a change in the hardware or software of the other party's Network in order to ensure the continued proper operation and compatibility of the parties respective Networks, services and procedures. The obligations in this Section are reciprocal in nature and apply to TTDC and the Access Seeker.

6.2 Types of Network Changes

For the purposes of this Agreement, the following changes would be considered as a network change:

- (a) any change by the Party proposing to make the change (Notifying Party) to any technical specification of the interconnection interface between their respective Networks (Interface Change);
- (b) any change by the Notifying Party to any technical specification or characteristic of the Facilities or Services to which the other Party (Recipient Party) has access which will or might affect:
 - i. The Recipient Party's Network;
 - ii. The Recipient Party's use of the Facilities or Services provided by the Notifying Party (Service Change);
- (c) Any change by the Notifying Party to any technical specification or characteristic of that Notifying Party's Network which will or might affect the Recipient Party's Network (Network Change);
- (d) Any change by the Notifying Party to any of the operational support systems used in intercarrier processes, including without limitation:
 - i. the billing system;
 - ii. the Ordering and provisioning systems; or
 - iii. the Customer Churn process, (Operation Support System (OSS) Change); and
- (e) Any enhancement by the Notifying Party of the features, functions or capabilities of the Facilities or Services to which the Recipient Party has access, which enhancement the Notifying Party proposes to make available either:
 - i. to itself; or
 - ii. to any other Operator (Functionality Change),(collectively, Relevant Changes).

6.3 Notification of Change

If either TTDC or the Access Seeker (as "the notifying party") proposes to make a Relevant Change to its Network, services and procedures, the notifying party will issue to TTDC or the Access Seeker (as the case may be) (as the "recipient party") a Change Notice stating :

- a) The nature, effect, technical details and potential impact on the Recipient Party's Network of the proposed Relevant Change, described at a sufficient

level of detail to enable the other Party to identify and begin planning such changes as may be necessary or desirable for the Recipient Party to make to its Network, services or procedures in consequence of the Relevant Change; and

- b) The notifying party will, no later than ten (10) Business Days from the Change Notice, make its technical representatives available to the recipient party to discuss the Relevant Changes, and the necessary consequential changes that the recipient party has to implement to make the recipient party's Network, services or procedures compatible with the notifying party's Network.

All Relevant Changes initiated by the notifying party shall only be carried out after the expiry of three (3) months from the date of the Change Notice.

6.4 Post notification Procedure and Testing

The Notifying Party shall:

- a) Meet with representatives of the Recipient Party 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 6.3), for the purpose of discussing the Relevant Change and any changes that may be necessary or desirable for the Recipient Party to make to its Network, services or procedures in consequence of the Relevant Changes;
- b) Provide any additional information reasonably requested by the Recipient Party no later than ten (10) Business Days after the Recipient Party's request for such additional information; and
- c) Take reasonable account of concerns raised and proposals made by the Recipient Party to minimise any adverse impact of the Relevant Changes on the Recipient Party and revise the Change Notice accordingly.

6.5 Testing

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

- a) co-operate with a Recipient Party in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Parties' respective Networks;
- b) jointly carry out testing with the Recipient Party no less than twenty (20) Business Days before the Notifying Party proposes to affect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under paragraph 6.5(a).

6.6 Testing Failures

Subject to the recipient party having fully co-operated with the notifying party in relation to the development and carrying out of the tests above, and having regard to the notifying party's requirement for the Relevant Changes:

- a) if the recipient party does not accept the tests or the results of such tests within ten (10) days prior to the date when the notifying party proposes to effect the Relevant Changes; or
- b) such tests do not provide reasonable assurance of the continued operation and compatibility of the parties' respective Networks, services or procedures,

then the notifying party will postpone implementation of the Relevant Changes for such period as may be necessary to allow the parties to repeat the notification and testing procedures.

7. Network Facilities Access and Co Location

7.1 Applicability

If any co-location or access is to be provided by TTDC to or at Network Facilities under this Access Agreement, then the provisions set out herein shall be applicable.

7.2 Inspection

TTDC shall allow nominated employees or contractors of a potential Access Seeker to physically inspect network facilities of TTDC during normal business hours provided that:

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

7.3 Physical Access to TTDC's Facilities

TTDC shall allow an Access Seeker, its employees and contractors to physically access TTDC's network facilities and have physical control over the Access Seeker's Equipment located at such network facilities, twenty-four (24) hours a day, seven (7) days a week.

7.4 Escorts during Access

TTDC may at its discretion and at its costs, for security purposes, assign escorts (who may either be its own employees or third parties) to be present when the authorised employees of the Access Seeker wish to enter onto TTDC's property for a specific stated purpose, such as maintenance or repair works. TTDC shall:

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

7.5 Site Register

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

7.6 Reservation of Space

TTDC shall not reserve space other than for its own current needs, its future needs, (calculated by use of a reasonably projected rate of growth over 2 years) and the needs of other Access Seekers who are currently occupying or have ordered space from TTDC.

7.7 Preparatory Work by the Access Seeker

TTDC will permit an Access Seeker's employees or its authorised contractor to carry out preparatory work at TTDC's network facilities if such work is required for the purposes of allowing the Access Seeker to obtain access to or to co-locate at TTDC's network facilities. TTDC shall only allow such preparatory work to be carried out if it is satisfied that such employees or authorised contractors of the Access seeker have the necessary qualifications and skills to carry the intended work. The necessary qualifications of employees and contractors shall be published by TTDC from time to time.

7.8 Preparatory Work by TTDC

If the parties agree that TTDC shall carry out the preparatory work on behalf of the Access Seeker, then TTDC shall undertake the preparatory work and the Access Seeker shall furnish all necessary and sufficient co-operations to TTDC to enable TTDC to complete the preparatory work.

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

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

7.9 Right to Withdraw.

If TTDC undertake preparatory work for the Access Seeker based on an estimated calculated on a time and materials basis, and if TTDC is of the opinion (which shall be reasonable), that the estimated charges may be exceeded, TTDC will give a written notice to the Access Seeker providing a revision of the estimated charges. The Access Seeker may within five (5) Business Days from receipt of the revised estimate, withdraw the request that TTDC carry out the preparatory work, only where the revised estimate exceeds the previous estimate by more than ten percent (10 %). Such withdrawal by the Access Seeker shall be without any penalty. However if the Access Seeker does not respond within the time limited for doing so, then the revised estimate shall be deemed to be agreed by the Access Seeker and TTDC shall continue with the preparatory work.

7.10 Delays in Preparatory Work

If there is likely to be a delay on the part of TTDC in carrying out the preparatory work within the agreed time frame, TTDC will

- a) promptly notify the Access Seeker of such delay and the reasons thereof.
- b) If the delay exceeds fourteen (14) days, the Access Seeker shall have a right to cancel the preparatory work being undertaken by TTDC without penalty. In addition
- c) TTDC may be liable to compensate the Access Seeker for reasonable costs incurred as a result of the delay, provided the delay was not caused or contributed by the Access seeker and subject to reasonable efforts by the Access Seeker to mitigate those costs.

7.11 Utilities and Ancillary Services

If TTDC has permitted access or physical co-location at a particular TTDC location or network facilities, TTDC will, subject to the parties reaching a prior agreement as to applicable cost, make available the under mentioned utilities and ancillary services where such utilities and ancillary services are within the control of TTDC and TTDC is able and has capacity to provide:

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

7.12 Marking of Access Seekers Equipment

The Access Seeker shall mark or label its Equipment which is co-located with TTDC's Equipment in such manner that the Equipment is easily identified as belonging to the Equipment of the Access Seeker.

7.13 Access for Maintenance

TTDC will allow reasonable access to the Access Seeker's personnel for the purposes of maintaining the Access Seeker's Equipment PROVIDED THAT the Access Seeker first notifies TTDC of the names of its personnel who will require access to carry out such maintenance, and TTDC's has approved that those Access Seeker's personnel may access those facilities or location.

7.14 Extensions of Network Facilities

TTDC may, subject to technical feasibility and at the Access Seeker's own costs, reasonably permit the Access Seeker to extend Tad's network facilities as may be reasonably required to meet the Access Seekers requirements.

If the Access Seeker intends to extend TTDC's network facilities, the Access Seeker must first submit a proposal to TTDC setting out the purpose of such extension, the design of such extension and the impact such extensions may have on TTDC's network.

Within thirty (30) days from receipt of the proposal by TTDC, TTDC will evaluate and determine whether to agree to such extension or not. The decision of TTDC is final and the Access Seeker agrees that such decision shall be binding on the Access Seeker.

If TTDC agrees with the proposal, then TTDC shall advise the Access Seeker of its decision. The Access Seeker shall be responsible for obtaining all permits and approvals required by law if it is to undertake the extension work, and indemnify and keep TTDC indemnified against all losses, costs, fines, damages, expenses and claims which may arise by virtue of the Access Seeker undertaking the extension work.

TDC may impose such terms when giving its approval to the proposal, which the Access Seeker shall comply.

8. Billing and Settlement

8.1 Charges

The Access Seeker shall pay TTDC the Charges for the Access services provided by TTDC, as specified in the Price List to this Access Agreement or as determined in accordance with Mandatory Standard on Access Pricing, Commission Determination No. 1 of 2012. ("Determination No.1 of 2012") (whichever is the lower).

If TTDC incurs additional costs outside those envisaged by the parties in the Access Agreement, which is payable by the Access Seeker, then the Access Seeker shall pay such additional costs to TTDC, in accordance with the terms set out herein.

8.2 Security

Within thirty (30) days of the execution of this Access Agreement, the Access Seeker shall provide to TTDC either a bank guarantee from a reputable bank in Malaysia which is acceptable to TTDC or a cash deposit equal to [amount to be specified – note: the amount would be approximately one (1) month charge to the Access Seeker.]

8.3 Invoices

An Access Provider shall use its best endeavours to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within thirty (30) days of the end of the Billing Period for amounts due in respect of the supply of Facilities or Services during such Billing Period.

8.4 Currency

Unless otherwise agreed, TTDC shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.

8.5 Billing Cycle.

TTDC will issue invoices in monthly billing cycles, unless otherwise agreed between TTDC and the Access Seeker, and each Invoice will be supported by such information reasonably necessary to allow the Access seeker to verify the Invoice.

In the event TTDC is unable for any reason to issue an Invoice, TTDC may issue a provisional Invoice based on the previous issued Invoice.

8.6 Billing Errors

If an Operator discovers an error in an Invoice, it must notify the Other Operator. The Operator which made the error must make necessary adjustments to correct that error in the next Invoice.

8.7 Payment

The Access Seeker shall make full payment of all Invoices (including any provisional Invoice) issued to it by TTDC within thirty-one (30) days from the date of receipt of each Invoice. The payments may be made either by cheque, banker's draft, cashiers order or electronic fund transfer directly to an account nominated by TTDC.

To enable the Access Seeker pay each invoice by way of electronic fund transfer, TTDC nominates the account for receipt of such payment:

[The account details will be specified at the time the Access Agreement is executed]

8.8 Withholding of Disputed Amount

TTDC shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

- a) the Access Seeker notifies the Access Provider within twenty one (21) days from the date of receipt of the Invoice of such dispute; and
- b) the Access Seeker's notification specifies the information referred to in subsection 5.14.13. of MSA

8.9 Billing Disputes

TTDC shall allow an Access Seeker to dispute an Invoice if:

- a) in the case of domestic calls and interconnection, the Access Seeker notifies the Access Provider within forty-five (45) 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 the Access Provider within six (6) months after the date of receipt of such Invoice; and
- c) in case of any other Facilities and Services, the Access Seeker notifies the Access Provider within forty-five (45) days after the date of receipt of such invoice.

and in either case, the Access Seeker's notification specifies the information referred to in subsection 5.14.13. of MSA

8.10 Billing Dispute Notification

TTDC may require an Access Seeker to provide the following information when disputing an Invoice:

- a) The reasons for which the Invoiced Party disputes the Invoice;
- b) The amount in dispute; and
- 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.
- d) evidence in the form of the Invoiced Party's outgoing report, indicating the relevant traffic data which is in dispute.

8.11 Billing Dispute Resolution

TTDC and an Access Seeker must comply with the Dispute Resolution Procedures applicable to Billing Disputes.

8.12 Late Payment Interest

Subject to an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 8.9, an Access Provider 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 on the date of the receipt of the overdue sum by the Access Provider. The interest that may be charged by the Access Provider shall be at the rate of 1% per annum above Malayan Banking Berhad Base Lending Rate calculated daily from the due date until the date of actual payment.

Payments which are overdue by more than 60 days will bear interest at the rate of 2% per annum above Malayan Banking Berhad Base Lending Rate calculated from the due date until the date of receipt by the Access Provider of full payment. For clarification, an Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith.

8.13 Backbilling

If TTDC discovers that there are any errors or omissions, or miscalculations in an Invoice ("the affected Invoice"), TTDC shall include the difference between the revised value (taking into account the errors, omissions and miscalculations) and the value of the affected invoice (with such errors, omissions and miscalculations), and such difference shall be included into a later Invoice, and the inclusion thereof shall be specifically identified in sufficient detail to enable the Access Seeker to undertake reconciliation of the Invoices and payments made, PROVIDED THAT the amendment is made within three (3) months from the end of Billing period in which the calls were made or other service provided by TTDC.

8.14 Right of Set-Off

No right of set-off. The Access Seeker shall not deduct, withhold or set-off any amounts stated in the Invoices against any amounts which TTDC may owe the Access Seeker or which may be due from TTDC to the Access Seeker.

If the Access Seeker in contravention of this section 9 withholds, set-off or deducts any amounts from the Invoice (except if a Billing dispute has been initiated under Sections 8.5 to 8.7 above), then TTDC may suspend the provision of the access requirement set out in this Access Agreement, until the Access Seeker pays the amount withheld.

The amount withheld shall be subject to interest as computed in accordance with Section 8.8 above.

8.15 Provisional billing

Where TTDC is unable to issue an Invoice, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (provisional Invoice). In such circumstances, TTDC may Invoice an Access Seeker for a provisional amount for a period of not more than three successive Billing Periods, provided the amount of the provisional Invoice is no more than the average of the most recent three Invoices. Where there have not been three (3) past Invoices for access to the relevant network facilities or network services, TTDC may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. The provisional Invoice will be adjusted in the next Invoice or as soon as practicable but not later than sixty (60) days after the calendar month in which the charges were incurred or such other time period as may be agreed in writing.

9. Operations and Maintenance Obligations

9.1 Operations & Maintenance Responsibility

TTDC will be responsible for the operations and maintenance of its own network facilities and network services. The Access Seeker shall be responsible for the operations and maintenance of its own network facilities and network services. The party in whose Network a fault occurs is responsible for rectifying and restoring services in accordance with the response times stated in this section 9.3 below.

9.2 Fault Management

9.2.1 Establishing Fault Reporting Service.

Both the Access Seekers and TTDC will establish and maintain, at their own costs, a fault reporting service that allows it's Customers who are connected to their respective Networks, to report such faults directly to their fault management systems.

9.2.2 Fault Reporting.

Both TTDC and the Access Seeker will ensure that it advises it's directly connected Customers to report all faults to the fault reporting service set up by the relevant operator, and will manage its fault reporting and identification on a non-discriminatory basis.

9.2.3 Major inter-working faults.

If a major fault occurs in the interconnected Network, which affects communications that crosses both TTDC's and the Access Seekers Networks, initial identification of fault will rest with the Operator who first becomes aware of the fault. Once it is determined accurately where the fault lies, the affected Operator in whose Network the fault has occurred will promptly repair the said fault.

9.2.4 Faults affecting other Networks or Equipment.

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

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

9.2.5 Fault Priority and Response Times.

In the event of interruption or failure of any of the facilities and/or services, the affected party will restore those services as soon as is reasonably practicable. Each Operator will assign priority levels for each of the defect that it experiences in its Network, and will give the highest priority and service to faults that will affect a large number of Customers, and to recurring faults affecting any part of the network.

9.2.6 Major inter-working faults

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

9.2.7 Bear Own Cost

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

9.2.8 Fault Rectification Response Time

Each party to this Access Agreement, agrees to respond and rectify faults in its Network in accordance with the agreed response and rectification time frames set out in Schedule F.6 Fault Rectification Response Times

9.3 Planned Maintenance

Subject to 10.6 below, the Operator ("Maintenance Operator") who intends to carry out planned maintenance on any part of its Network, which may affect the Access Seekers Network, then the Maintenance Operator is required to:

- a) provide a minimum of 10 Business days notice of the planned maintenance, where reasonably practical ;
- b) use reasonable endeavours to minimize any disruption to the Interconnect and Access communications between TTDC and the access Seeker ; and
- c) where reasonably practicable, and if agreed between TTDC and the Access Seeker, TTDC will provide an alternative route or carriage on terms to be agreed.

9.4 Emergency Maintenance

If the Maintenance Operator needs to undertake emergency maintenance on any part of its Network, which may affect the Access Seekers Network, then the Maintenance Operator will, if it is able to:

- a) provide at least 24 hours notice of the planned maintenance, where reasonably practical ;
- b) use reasonable endeavours to minimize any disruption to the Interconnect and Access communications between TTDC and the access Seeker ; and
- c) where reasonably practicable, and if agreed between TTDC and the Access Seeker, TTDC will provide an alternative route or carriage of the Access Seekers communication on terms to be agreed.

9.5 Complaint Handling

The Operators must report all interconnection outages that relate to Facilities and/or Services to the respective Fault Reporting Centre.

10. Technical Obligations

10.1 Compliance to Commission Technical Guidelines and Standards

Subject to the technical obligations set out in the ARD, all Operators will adhere to the relevant guidelines and all applicable technical standards adopted or issued by the Commission from time to time.

10.2 Technical and Implementation Manual

The parties shall agree to a technical and implementation manual in respect of the enablement of the access to the required Access List facilities or services as specified in Schedule C.8 (Access to Network Facilities or Network Services). Such manual shall be agreed to within 30 days from the date of execution of the Access Agreement, or such longer period as may be mutually agreed. If the parties are unable to do so, then there shall be deemed to be a dispute arising between the parties, and notwithstanding the conditionality of the Access Agreement, the provisions in Schedule C.3 of TTDC's ARD shall apply.

10.3 Network Protection and Safety

The parties agree that each of them is responsible for the safe operation of its side of the Network boundary, and shall take all reasonable steps to ensure that its side of the Network, its Network operations, and the implementation of this Access Agreement:

- a) Will not endanger the safety or health of any person, both its own personnel and those of the other party;
- b) Will not cause physical or technical harm to the other party's Network, including causing damage, interfering with or causing deterioration in the operation of the other party's Network.

10.4 Interference to the Network

Both TTDC and the Access Seeker shall take all necessary precautions against interference, and shall not knowingly, do anything or permit any third party to do anything in relation to their respective Network and/or Equipment which will:

- a) cause interference to the other party's Network ;
- b) Materially obstruct, interrupt or impede the continuous use or operation of the network facilities, network services or Equipment.

10.5 Notice of Interference

If either TTDC or the Access Seeker ("the Notifying Operator") notifies the other party ("the Recipient Operator") that the Recipient Operator's network facilities, network services or Equipment is causing interference to the Notifying Operator's network facilities, network services or Equipment,

- a) then the Recipient Operator shall upon receipt of the aforesaid notice from the Notifying Operator, complete all rectification and repair works so that the interference ceases do all things necessary to remove the interference UNLESS
- b) the Recipient Operator is unable to locate the source of the interference, whereupon the Recipient Operator shall notify the Notifying Operator of its inability to locate the source of the interference and the parties agree that both of them shall within twenty four (24) hours of such notice, jointly meet

and inspect each other's network facilities, network services or Equipment to locate the source of the interference.

10.6 Caller Line ID

Both parties to this Access Agreement must provide a CLI to each other for the purpose of billing reconciliation and call charge verification between themselves. Unless otherwise agreed by the parties, a party must route the Customer's original CLI directly to the called operator. Neither TTDC nor the Access Seeker must translate numbers, use dummy numbers or dummy CLIs, or use any means to alter the CLI, which may confuse the other operator's network, transit network or the billing system of the parties.

If a party's Network requests CLI from the other Network the originating Network shall generate and convey CLI to the requesting Network to the extent that the originating Network has such a capability.

A party whose Network receives CLI following a request pursuant to Section 10.10 shall only use the CLI for the following purposes:

- a) Routing calls; and
- b) Compilation of (i) inter Party bills, and (ii) Customer bills subject to such CLI not being disclosed on the Customer bill; and
- c) Agreed administrative use in accordance with accepted industry practice from time to time which includes, at the date of this Agreement, call trace, malicious call identification, compilation of statistics relating to call origin and fraud prevention and detection; and
- d) Display to Customers subject to compliance with the Consumer Code as may be amended or replaced from time to time.

A Party conveying calls handed over from a third party system or an overseas system shall convey, to the extent received, the CLI associated with those calls.

Notwithstanding other provisions of this Access Agreement a Party may use CLI to pass telephone numbers to Emergency Organisations.

Neither party shall charge the other for the cost of generating and conveying CLI.

If there is a change in applicable law or regulation materially affecting the operation of CLI, the parties shall change the operation of CLI to the extent necessary to comply with the applicable law or regulation.

10.7 Quality of Service

Subject to technical capacity, the access provided by TTDC to the Access Seeker shall be at the quality of service level set out in Schedule C.7 – Quality of Service.

11. General Obligations of the Parties

11.1 TTDC's obligation to supply

TTDC shall supply to the Access Seeker for the Term of the Access Agreement, access to those network facilities or network services as set out in a document in respect of scope of supply by TTDC which will be developed prior to execution of the Access Agreement.

11.2 Additional Access Requirements

If the Access Seeker requires access to other facilities or services not set out in Schedule C.8 - (Access to Network Facilities or Network Services) to this Access Agreement, then the Access Seeker shall submit an Access Request in accordance with Part B of the ARD.

If TTDC accepts such Access Request, then the parties agree that TTDC may elect to either amend this Access Agreement by preparing a supplemental agreement, which adds such additional facilities or services which access is granted (which amendment shall not change the terms and conditions of access), but such supplemental agreement must be registered with the Commission before it is effective or enter into a new access agreement for such additional facilities or services.

11.3 Term of Supply

The parties agree that, except where TTDC is unable to provide access due to any event of Force Majeure, the Access Seeker shall acquire access to individual network services and network facilities for the following minimum periods

	Network services/Network facilities	Minimum Period
1.	Access Services (for example: originating and terminating access)	No minimum period
2.	Transmission services	12 months
3.	Network facilities Access	3 years

[Explanatory Notes: The provision of 11.3 is subject to the parties agreeing on the type of access which the Access Seeker requests. If the Access Seeker requests a Transmission service, the minimum term of the Access Agreement will be 12 months; accordingly Section 12.1 will have to be revised.]

11.4 Term

- a) This Access Agreement shall be for a term of three (3) years commencing from the Commencement Date until the Expiry Date ("Term") unless otherwise required by the Access Seeker.
- b) If the Access Seeker wishes to renew the Term of this Access Agreement, then the Access Seeker must give to TTDC a notice at least one-hundred and eighty (180) days notice before expiry of the Term requesting that the Access Agreement be renewed further a further term of three (3) years on the same terms and conditions as set out in this Access Agreement ("the Renewal Notice").
- c) If TTDC agrees to such the Renewal Notice, then the parties shall execute a new access agreement which shall be registered with the Commission.

11.5 Termination and Suspension

Termination by TTDC

Without prejudice to any other rights or remedy which TTDC may have against the Access Seeker, but SUBJECT TO Section 11.4 below, TTDC may, terminate the Access Agreement:

- a) If any one of the following events has occurred:
 - i. where the Access Seeker has committed a material breach of the Access Agreement, and TTDC has given the Access Seeker thirty (30) days to remedy the breach and the Access Seeker has failed, neglected and/or refused to do so; or
 - ii. Where the Access Seeker has become subject to a winding up order.
- b) TTDC has issued a notice to the Access Seeker stating that that TTDC will terminate the Access Agreement within thirty (30) days from the date of the notice of termination

11.6 Change in law

Where the continued operation of the Access Agreement or access to any network facilities or network services provided there under is or will become unlawful as a result of legislative amendment(s), the Access Seeker and TTDC shall meet within five (5) Business Days of TTDC becoming aware of the legislative change, to review whether access to the relevant network facilities or network services may be provided by TTDC on terms and conditions acceptable to the Access Seeker and which would prevent such access from being unlawful under the legislative change (“alternative terms and conditions”).

If the parties cannot agree on the alternative terms and conditions within ten (10) Business Days or such further period as may be mutually agreed, TTDC may terminate this Access Agreement if TTDC obtains the approval of the Commission as set out in Section 11.4 below.

11.7 Suspension

Subject to Section 11.5., TTDC may only suspend access to any network facilities or network services in the following circumstances:

- a) the Access Seeker's network facilities materially and adversely affect the normal operation of TTDC's Network or are a material threat to the safety of any individual;
- b) the Access Seeker's network facilities or the supply of a network service poses an imminent threat to the life or the property of TTDC, its employees or contractors;
- c) the Access Seeker's network facilities cause material physical or technical harm to any network facilities of TTDC or any other person;
- d) where the Access Seeker has failed to pay Invoices in accordance with its obligations under Section 8 of this Access Agreement; or
- e) Where a Force Majeure event occurs.

Subject to Section 12.4 below, TTDC shall give an Access Seeker five (5) Business Days prior written notice of its intention to suspend the Access Seeker's access to any of TTDC's network facilities or network services. Such notice shall also contain written reasons for the intended suspension.

11.8 Prior Approval for Termination, Suspension, Variation

TTDC shall give the Commission prior written notice of its intention to terminate, suspend or materially vary an Access Agreement. Such notice shall also state the reasons for TTDC's action and its appropriateness.

The right of TTDC to terminate or suspend or seek to materially vary the Access Agreement or access to any network facilities or network services provided under it, as set out in this Access Agreement, may be exercised only when the Commission has agreed to such a course of action and has so notified TTDC. Such notification may contain such conditions as the Commission may specify.

Upon receipt of such notification, TTDC shall comply with the conditions and timeframes set out by the Commission, notwithstanding any provision in this Access Agreement to the contrary.

11.9 Effect of termination

Any termination under this Access Agreement shall be without prejudice to any accrued rights and obligations of the parties at the date of termination.

TTDC shall not be entitled to any additional charges, costs or expenses on termination of an Access Agreement or access to any network facilities or network services provided under it except:

- a) charges invoiced in arrears and not yet paid; or
- b) Charges arising during the minimum contractual period as set out in Section 11.3 above.

Upon the termination of an Access Agreement or access to any network facilities or network services provided there under, TTDC shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part thereof calculated on a pro-rata basis), relate to the period after the date of termination.

Notwithstanding the obligation in Section 11.9, TTDC shall:

- a) within sixty (60) days of termination of the Access Agreement refund to the Access Seeker any deposit paid; and
- b) Immediately upon termination of the Access Agreement unconditionally waive any rights under any guarantee provided by the Access Seeker.

11.10 Effect of Suspension

If TTDC elects to suspend the Access Agreement, then for the duration of the suspension, TTDC shall not be required to provide any access to the Access Seeker, and the rights, responsibilities and obligations of the parties pursuant to this Access Agreement will be held in abeyance until the Access Agreement is reactivated, and the Access Seeker may not exercise any such rights.

If the Access Agreement is suspended, the period of suspension shall be counted in determining the expiry date of the Access Agreement.

TTDC shall not be held responsible to the Access Seeker for anything occurring, arising or manifesting itself during the period of suspension, nor liable for any loss, costs, damages, expenses (including consequential losses) which the Access Seeker may suffer due to the suspension.

11.11 Churn

11.11.1 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.

11.11.2 Notifications

Except where the Releasing Service Provider and the Access Service Provider is the same person, the Gaining Service Provider must provide written notification to the Releasing Service Provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider

11.12 Notification of Invalid Churns

Within two (2) Business Days of the Releasing Service Provider receiving the notice from the Gaining Service Provider under subsection 11.11.2, the Releasing Service Provider shall 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 its agent did not execute the Transfer Form).

If no notice is provided under this subsection, the Gaining Service Provider may forward the Transfer Request to the Access Service Provider.

11.13 Response to Invalid Churn Notification

If a notification of invalid Churn is made under section 11.12, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based.

The Releasing Service Provider and the Gaining Service Provider shall take immediate steps 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.

11.14 Implementation of Churn

Within two (2) Business Days after receipt of a Transfer Request, the Access Service Provider shall implement the Churn and advise each of the Gaining Service Providers and the Releasing Service Providers, in writing, that the transfer has been completed.

11.15 Facilitation of Churn

An Access Service Provider shall facilitate and implement Churn between Operators in accordance with the obligations set out in section 15.5, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.

11.16 Confidentiality

The Access Service Provider and the Releasing Service Provider shall treat information disclosed for the purposes of a Churn as confidential and shall not use, allow or cause to be used such information (including information contained in a

Transfer Request or a Transfer Form) for any other purpose especially in connection with offering services to a Customer.

11.17 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 Mandatory Standard on Access) shall not refuse an Access Request on the ground that the Releasing Service Provider is currently using the service specified in the Access Request.

11.18 Relationship Management

The relationship of the parties under this Access Agreement shall be governed by and managed in accordance with the provisions set out in Schedule C.2 – Relationship Management.

11.19 Assignment

Neither party shall assign the Access Agreement to any other person, unless the prior written consent of the other party to this Access Agreement is obtained (which consent shall not be unreasonably withheld).

11.20 Force Majeure

Neither party will be deemed to be in default under this Access Agreement, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in telecommunications equipment or lines, or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable precautions or reasonable efforts will not require the incurrence of any additional cost or expense (each, a "Force Majeure Event").

11.21 Intellectual Property Rights

Each party shall license to the other party for the Term of the Access Agreement and on a royalty-free basis, all Intellectual Property rights necessary for the proper operation of the Access Agreement and the inter-operability of each party's Networks, subject to any relevant third party licenses.

If either party fails to comply with its obligations under this section, the party in default shall indemnify the other party from all loss suffered and liability incurred by the other party as a result of any infringement of any third party intellectual property rights used in the other party's network. This indemnification will be the only remedy and form of compensation available to the party invoking it relation to intellectual property licensed or disclosed under the Access Agreement.

Except as otherwise expressly provided in the Access Agreement, all intellectual property rights, including trade secrets if any, shall remain in the ownership of the person creating or commissioning the same and nothing in the Access Agreement shall confer or be deemed to confer on either party any rights or licenses in the intellectual property of the other party or of any third party.

Without prejudice to this section, neither party shall be entitled to use any trademarks or service marks (whether registered or not) of the other party in any document or other medium, without the prior written consent of the other party.

The parties will negotiate arrangements (including in respect of title) concerning intellectual property jointly developed in the course of the performance of the Access Agreement or otherwise in connection with the Access Agreement.

11.22 Confidentiality

11.22.1 Scope of Obligation.

Except as otherwise expressly provided in this Agreement, TTDC and the Access Seeker each agree that

- i. all information communicated to it by the other and identified as confidential, (or which the other party ought reasonably have known is confidential by nature) whether before or after the Commencement Date including without limitation information relating to the business affairs of the parties, information relating to the parties' customers or employees, and service offerings,
- ii. all information identified as confidential to which it has access in connection with the access, on or after the Commencement Date, and
- iii. this Agreement and the parties' rights and obligations under this Agreement, will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of the parties, agree to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of the information.

No such information will be disclosed by the recipient party without the prior written consent of the other party as such information shall only be disseminated on a need-to-know basis; provided however, that each party may disclose this Agreement and the other party's confidential information to those of the recipient party's legal advisers, auditors, insurers (if applicable), such parties appointed by the Commission, the Commission, and the full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party, so long as the recipient party requires, in the case of its legal advisers, auditors and insurers, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set out in this Section 19. In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set out in this Section 19 will remain the responsibility of the party employing or engaging such persons.

11.23 Extension of Obligations.

Each party hereby agrees to be bound by the confidentiality provisions contained in Determination No. 2 of 2005 and Variation No.2 of 2009 and generally in the Communications and Multimedia Act 1998, and shall cause any of their sub-contractors, agents or consultants to execute a written undertaking in a form acceptable to the other party that they will not disclose any such Confidential Information.

11.24 Exceptions.

This Section 11 will not prevent either party from disclosing information that belongs to such party or

- a) Is already known by the recipient party without an obligation of confidentiality other than under this Agreement,
- b) Is publicly known or becomes publicly known through no unauthorized act of the recipient party,
- c) Is rightfully received from a third party,
- d) is independently developed without use of the other party's confidential information
- e) is disclosed without similar restrictions to a third party by the party owning the confidential information or
- f) Is required to be disclosed pursuant to Law or a court order or governmental authority. If confidential information is required to be disclosed pursuant to a requirement of a court order or governmental authority,

such confidential information may be disclosed pursuant to such requirement so long as the party required to disclose the confidential information, to the extent lawfully possible, prior to disclosing any information, provides the other party with timely prior notice of such requirement and the recipient party has exhausted all reasonable measures (whether required by the disclosing party or not) to maintain such Confidential Information in confidence and the recipient party will coordinate with such other party in an effort to limit the nature and scope of such required disclosure.

If confidential information is required to be disclosed in connection with the conduct of any mediation or dispute resolution proceeding carried out pursuant to Section 11, such confidential information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or other third party, as the case may be, conducting such proceeding. Upon written request at the expiration or termination of this Agreement for any reason, all such documented confidential information (and all copies) owned by the requesting party will be returned to the requesting party or will be destroyed, with written certification being given to the requesting party. The provisions of this Section 11 will survive the expiration or termination of this Agreement for any reason.

12. Review and Amendments

12.1 Review of Access Agreement

The parties agree that the Access Agreement shall be reviewed:

- a) if the Minister issues a direction or determination relating to its subject matter;
- b) if the Commission issues a direction or determination relating to its subject-matter;
- c) if the CMA or the Standard is amended in relation to its subject matter;
- d) by agreement between the parties;
- e) If a condition of either party's license is amended or deleted or a new condition is imposed in relation to its subject matter.

[either one of the above events shall be referred to as a "Review Event"]

12.2 Review Process

If a Review Event occurs, then TTDC may notify the Access Seeker that the Access Agreement will be reviewed. The review shall be undertaken and completed as soon as possible but in any event no later than thirty (30) days from the date when TTDC notifies the Access Seeker.

Upon completion of the review, TTDC shall submit to the Access Seeker a copy of the Access Agreement duly marked up with the amendments or modifications or variations clearly identified.

The Access Seeker shall revert with its comments and suggested changes (if any) within fourteen (14) days from the date of receipt of the amended access agreement.

If the parties agree to the amendments, modifications or variations to the Access Agreement, then the parties shall execute the amended Access Agreement and TTDC shall submit the same for registration with the Commission.

If the Access Agreement is materially varied by reason of the occurrence of the Review Event, TTDC shall submit to the Commission for the Commission's prior approval to undertake the variation of the Access Agreement pursuant to Section 5.17.6 of the MSA.

12.3 Security Review

TTDC may review the security provided to it by the Access Seeker if there has been a material change in circumstance in relation to the Access Seeker's creditworthiness.

For the purposes of this Section 12.3, a material change in circumstances includes, but is not limited to, failure to pay on the due date specified in at least three (3) Invoices rendered in the preceding six (6) months as long as those amounts have not been disputed in good faith.

Additional Security. If section 12.3 is applicable, TTDC may request additional or substitute security from the Access Seeker in a manner consistent with that which would apply if the Access Seeker was making a new Access Request under Part B of the ARD.

12.4 Insurance

Prior to the Commencement Date, the Access Seeker will deliver to TTDC of evidence satisfactory to TTDC of the currency of the policies of insurance under this

Section 12.4. **The Access Seeker** must effect and maintain the following insurances with an insurer or insurers which are acceptable to TTDC:

- a) General Liability Insurance for an amount of not less than RM20 million, for any one occurrence in respect of any liability for bodily injury (including death) of any person, personal injury, or property damage arising out of or in connection with the performance of the this Access Agreement. The insurance policy must contain a “cross liabilities” clause so that each of the insured parties will be considered as a separate and distinct unit and the term “Insured” in the policy will apply to each party as if a separate policy had been issued to each of the parties in its name alone;
- b) Workers’ Compensation Insurance in accordance with applicable awards or legislation and insurance against common law liability to any person employed by the Access Seeker;
- c) Such other insurance as may be specified by TTDC prior to the Commencement Date of this Access Agreement.

Period of insurance. The Access Seeker must effect the insurance required under Section 21.1 prior to the Commencement Date and must maintain such insurance until the expiry or termination of this Agreement.

Notification of claims The Access Seeker must notify TTDC in writing of any claim and any event associated with this Access Agreement which is likely to give rise to a claim against the insurance effected by the Access Seeker, within five (5) days after the Access Seeker becomes aware of such claim or event and provide such further information to TTDC in relation to the claim or event as TTDC may reasonably require.

12.5 Costs and Expenses

Each party shall bear its own costs and expenses for negotiating, preparing and executing the Access Agreement and all documents contemplated by it, except where the Access Agreement expressly provides otherwise. Stamp duty payable in respect of the Access Agreement shall be borne by the Access Seeker.

12.6 Reciprocity

If and to the extent requested by an Access Seeker, TTDC agrees to obtain access to network services and network facilities of the Access Seeker on the same terms that as are contained herein.

12.7 Governing Law

The interpretation, validity and performance of any Access Agreement shall be interpreted in accordance with the laws of Malaysia.

12.8 Compliance with laws

The parties shall comply with all applicable laws, regulations and all subsidiary instruments issued from time to time by the Commission or the Ministry pursuant to the CMA.

12.9 Conditions Precedent

It shall be a condition precedent to the effectiveness and validity of the Access Agreement:

- a) That it be registered with the Commission pursuant to the CMA; and
- b) That the Access Seeker has provided the appropriate security to TTDC.

It shall be the obligation of the Access Seeker to satisfy the conditions precedent within 30 days, or such further period as may be agreed by the parties, after the execution of the Access Agreement, but in any event not later than 90 days from the date of execution of the Access Agreement.

If the conditions precedent are not satisfied by the expiry of 90 days from the date of execution of the Access Agreement, then this Access Agreement shall be deemed to be null and void and of no effect, and both parties shall have no claim against the other save and except that if TTDC has undertaken any network provisioning prior thereto, such costs shall be payable by the Access Seeker within 30 days of being so invoiced by TTDC.

12.10 Notices

All notices, demands or other communication required or permitted to be given or made under or in connection with an Access Agreement shall be in writing and shall be sufficiently given or made if:

- a) delivered by hand, at the time of delivery; or
- b) sent by pre-paid registered post, on the third Business Day after posting; or
- c) sent by legible facsimile transmission, when receipt of such facsimile transmission is confirmed by the printing of a transmission report (a copy thereof shall be sent immediately thereafter by pre-paid registered post); or
- d) sent by electronic mail, at the time of despatch unless a delivery failure message is returned to the sender;

Addressed to the intended recipient at its address, facsimile number or electronic mail set out below. Either party may from time to time notify the other party of its change of address or facsimile number in accordance with this clause.

If to TTDC:

TT dotCom Sdn. Bhd.
No. 14, Jalan Majistret U1/26,
Hicom Glenmarie Industrial Park,
40150 Shah Alam, Selangor.

Fax No: 03-5032 6401

Attention: Head of Regulatory

If to the Access Seeker:

[Address]

Fax No:

Attention: Mr/Ms []

Electronic Mail Address []

12.11 Dispute Resolution

All disputes arising out of or relating to the Access Agreement will be decided and resolved in accordance with Schedule C.3 – Dispute Resolution Procedures.

12.12 Entire Agreement

The Access Agreement will represent the entire understanding between the parties in respect of the provision of network facilities and/or network services dealt with there under.

The following schedules are incorporated into and forms part of the Access Agreement:

- a) Schedule C.1 – Relationship Management
- b) Schedule C.2 – Dispute Resolution Procedure
- c) Schedule C.3 – Definitions and Interpretations
- d) Schedule C.4 – Generic Information
- e) Schedule C.5 – Fault Rectification Response Times
- f) Schedule C.6 – Quality of Service Levels
- g) Schedule C.7 – Access to Network Facilities or Network Services
- h) Annex A – Technical Requirements
- i) Annex B - Specifications
- j) Annex C – Price List from TTDC
- k) Annex D – Access Prices as per Commission Determination No. 1 of 2012

[The relevant Schedules which are to be incorporated as part of the Access Agreement will be specified at the time when TTDC delivers the definitive document.]

The Access Agreement, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of the Access Agreement.

This Access Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.

12.13 Good Faith and Exclusivity

Each party will act in good faith in relation to the other with regard to all matters relating to or contemplated by the Access Agreement. The parties acknowledge that nothing in the Access Agreement will prevent, limit or restrict in any way whatsoever either party from supplying any facilities and/or service to any person by means of such party's Network.

12.14 Partial Invalidity

If any term or condition of the Access Agreement is found to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of the Access Agreement or the application of such term or condition to other situations or circumstances shall not be affected, and the parties agree to amend the Access Agreement to reflect the correct intention of the parties and/or the directions of the Commission (where applicable) to the extent permissible by such applicable law.

Part B – Dispute Resolution Procedure

The Dispute Resolution Procedure set out in this Part B shall be applicable in respect of the following disputes only:

- (a) where TTDC issues Access Request Rejection; or
- (b) Where either TTDC or an Access Seeker initiates this process because they are unable to arrive at an access agreement after completing 120 days of negotiation as set out in Part C of this ARD or such further period as may have been permitted by the Commission on a joint application.

To provide clarification, any dispute which arises by virtue of the existence of an access agreement, shall be resolved in accordance with Schedule C.3, and not in accordance with these provisions.

1. General

1.1. For the purposes of these procedures set out in this Part E, a “Preliminary Access Dispute” is said to have arisen when either:

- (a) TTDC issues Access Request Rejection rejecting an Access Request made by the Access Seeker; or
- (b) an Access Seeker has requested for negotiations of the terms and conditions of an Access Agreement, which is made pursuant to an Access Request, and TTDC and the Access Seeker are unable to arrive at an access agreement after completing 120 days of negotiation as set out in Part C of this ARD or such further period as may have been permitted by the Commission on a joint application.

2. Ad-Hoc Inter-party Working Group

2.1 In the event a Preliminary Access Dispute arises, then upon the written request of either TTDC or the Access Seeker, each of them will appoint a designated executive (who shall be the Chief Executive Officer or equivalent in their respective organisations) which will form the Ad-hoc Inter-party Working Group (“Ad-Hoc IPWG”).

2.2 The task of the Ad-Hoc IPWG is to meet for the purpose of endeavoring to resolve the Preliminary Access Dispute. The Ad-Hoc IPWG will meet as often as the parties reasonably deem necessary in order to gather and examine all other information with respect to the Preliminary Access Dispute, which the parties believe to be appropriate and germane in connection with its resolution. The Ad-Hoc IPWG will discuss the Preliminary Access Dispute and will negotiate in good faith in an effort to resolve the Preliminary Access Dispute without the necessity of any formal proceedings. The Ad-Hoc IPWG shall complete its tasks within thirty (30) days from the date when a written request is made in accordance with Section 2.1 above.

2.3 The specific format for such discussions will be left to the discretion of the Ad-Hoc IPWG but may include the preparation of agreed statements of fact or written statements of position to be furnished by TTDC and the Access Seeker; and in default thereof, the processes set out in Section 2.6 below shall apply.

2.4 No formal proceedings for the resolution of the Preliminary Access Dispute may be commenced until the earlier to occur of (a) a good faith mutual conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the 30th day after the initial request to negotiate the Dispute.

Part B – Dispute Resolution Process

- 2.5 The Ad-Hoc IPWG will use all reasonable endeavours to attempt to settle a Preliminary Access Dispute no later than thirty (30) days from the date when a written request is made in accordance with Section 2.1 above. The members of the Ad-Hoc IPWG may agree in writing to an extension of the time for resolution of the Preliminary Access Dispute.
- 2.6 The default process contemplated in Section 2.6, will be as follows:
- (a) the Ad-Hoc IPWG will meet as often and for as long as is necessary to resolve the Access Dispute by the time by which the dispute must be resolved subject always to the time-limit of thirty (30) days referred to in subsection 2.3;
 - (b) The Ad-Hoc IPWG will meet at a convenient and practical location. Each party will bear the costs of its participation in such meetings;
 - (c) All discussions, outcomes and decisions made at every meeting of the Ad-Hoc IPWG will be recorded and minutes of each meeting will be produced for circulation to both parties and the members of the Ad-Hoc IPWG. The representatives of the Ad-Hoc IPWG can determine among themselves who records and produces the minutes of the meetings, or whether the services of a third party be engaged as secretary to the Ad-Hoc IPWG;
- 2.7 If the Ad-Hoc IPWG is unable to resolve the Preliminary Access Dispute, then the Ad-Hoc IPWG shall prepare a report detailing the points or areas of contention and the positions of TTDC and the Access Seeker. For the avoidance of doubt, the position of the Access Seeker will be prepared by the TTDC's representative to the Ad-Hoc IPWG, and the position of TTDC will be prepared by the Access Seeker's representative to the Ad-Hoc IPWG.
- 2.8 The Ad-Hoc IPWG may by mutual agreement extend once the time for resolution set out in Section 2.5 above for a period of not more than fourteen (14) days from the expiry of the thirty (30) day period.

3. Dispute Escalation Procedure

- 3.1 If the Ad-hoc Inter-party Working Group is unable to resolve the Preliminary Access Dispute within the stipulated time, or after the expiry of any extension of time agreed to, either TTDC or the Access Seeker may give ten (10) Business Days written notice ("Notice Period") to the other party stating its intention to escalate the issue and outlining the details of the issue.
- 3.2 If the issue is not resolved prior to the expiry of the Notice Period, then either party may notify the other party ("Receiving party") in writing that it wishes to refer the Preliminary Access Dispute to the Ad-Hoc Interconnect Steering Group ("Ad-Hoc ISG") ("Referral Notice").
- 3.3 The Ad-Hoc ISG shall comprise of three persons, with TTDC and the Access Seeker each appointing one party and together they appoint the third person. Both TTDC and Access Seeker may make representations and submissions to the Ad-Hoc ISG who will determine the reasonableness of the Access Request or the terms which the parties are unable to agree to (hereinafter referred to as "the Issue").
- 3.4 If the Issue is referred to an Ad-Hoc ISG under subsection 3.2, the Ad-Hoc ISG will meet within ten (10) Business Days of the receipt by the Receiving party of a Referral Notice. In default of the Ad-Hoc ISG meeting within the stipulated time of ten (10) Business Days, either party may refer the dispute to the Commission for arbitration.

Part B – Dispute Resolution Process

3.5 If the Ad-Hoc ISG has not resolved the Issue within twenty (20) Business Days after it first meets, then either party may refer the dispute to the Commission for final arbitration.

4. Reference to the Commission

4.1 If TTDC and the Access Seeker are unable to resolve a Preliminary Access Dispute then either party may refer the Preliminary Access Dispute to the Commission for resolution pursuant to section 151 and Chapter 7 of Part V of the CMA.

4.2 The Commission will decide the dispute if it is satisfied that the:

- i. Parties cannot reach agreement, or will not reach an agreement in a reasonable time;
- ii. ii) Notification of the dispute is not trivial, frivolous or vexation; and
- iii. iii) Resolution of the dispute would promote the objects in the CMA.

5. Reference to Court Proceedings

5.1 Until expiry of these Dispute Resolution Procedures, neither TTDC nor the Access Seeker may not commence court proceedings relating to that dispute, other than an application for urgent interlocutory relief. Nothing in this section will be construed as ousting the jurisdiction of any court.

Part C – The Schedules

Index to Part C

Part C comprises the following schedules, which may be used in the Access Agreement which is in accordance with this ARD.

- C.1 Schedule B.1 – Confidentiality Agreement
- C.2 Relationship Management
- C.3 Dispute Resolution Procedure
- C.4 Definitions and Construction
- C.5 Generic Information
- C.6 Fault Rectification Response Times
- C.7 Quality of Service Levels

C.1 Schedule B.1 – Confidentiality Agreement

This is a sample confidentiality agreement which TTDC requires any Access Seeker to sign. The Access Seeker should reproduce this sample and complete the blanks, before signing and returning it to TTDC.

THIS NON-DISCLOSURE AGREEMENT is made on this day of , 20

BETWEEN

[Name of Access Seeker] (Company No.) a company incorporated in Malaysia under the provisions of the Companies Act, 1965 with its principal place of business at [set out address] (hereinafter referred to as “Co”) of the one part;

AND

TT dotCom SDN. BHD. (Company No. 52371-A), a company incorporated in Malaysia under the provisions of the Companies Act, 1965 with its registered address at No. 14, Jalan Majistret U1/26, Hicom Glenmarie Industrial Park, 40150 Shah Alam, Selangor (hereinafter referred to as “TTDC”) of the other part.

(Both Co and TTDC shall hereinafter be individually referred to as a “party” and collectively as the “parties”)

WHEREAS :-

(A) Co and TTDC have each developed certain confidential and proprietary information including but not limited to financial statements, financing documents, trade secrets, new products and services, copyrights, patents, trademarks, industrial designs, computer software, documentation, specifications, systems, hardware, concepts, designs, configurations, network designs, costs, performance features, techniques, data, tables, calculations, computer program narratives, flow charts, source and object codes, business and marketing plans, dealings, arrangements, objectives, locations and information received from others that the parties are obligated to treat as confidential (hereinafter referred to as “Confidential Information”).

(B) In order to for the parties to enter into an Access Agreement, the parties recognise the need to disclose Confidential Information to each other and are to discuss certain technical, business, commercial and other sensitive information in relation to the Access Agreement (hereinafter referred to as “the Project”).

(C) Parties mutually agree that such disclosure of Confidential Information to each other shall be subject to the terms and subject to the conditions of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, both Co and TTDC hereby agree as follows:-

Section 1 DEFINITIONS

“Effective Date” means the date this Agreement becomes effective and enforceable against the parties i.e. on the date of execution of this Agreement.

“Expiration Date” means the date this Agreement expires i.e. within one (1) year from the Effective Date.

“Agreement” means this Non-Disclosure Agreement.

“Disclosing party” means the party from whom the Confidential Information originates and is disclosed to the Recipient party.

“Recipient party” means the party to whom the Confidential Information is given or disclosed.

Section 2 CONFIDENTIALITY OF INFORMATION

- 2.1. Each party acknowledges that all Confidential Information of the other party which have or will come into its possession or knowledge prior to and/or after the Effective Date in connection with business discussions, conferences or other activities in pursuit of the Project :-
 - a) is proprietary to the Disclosing party, having been designed, developed or accumulated by the Disclosing party at a great expense and over lengthy periods of time; and
 - b) is secret, confidential and unique and constitutes the exclusive property of the Disclosing party. Each party acknowledges that any disclosures of the other’s Confidential Information other than for the benefit of the other party or in furtherance of the Project will be wrongful and will cause irreparable injury to the other party and therefore each party agrees to hold the other’s Confidential Information in strictest confidence and not make use of it other than for the benefit of the other party.
- 2.2. Information shall be deemed “Confidential Information” and shall be subject to the terms of this Agreement if :-
 - a) the Recipient party to which such information is being disclosed is notified that the information is confidential or proprietary prior to its disclosures; or
 - b) information in a tangible form is labelled as confidential or proprietary prior to its disclosure; or
 - c) the Recipient party to which such information is being disclosed knows that such information is confidential or proprietary or would be reasonably expected to understand, according to industry standards, the confidential or proprietary nature of such information.
- 2.3. All information whether or not marked “Confidential Information” or the context of which shows it to be of confidential nature, which is exchanged shall remain the exclusive property of the Disclosing party.
- 2.4. The Disclosing party will provide all information to the best of its knowledge on an “as is” basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise and neither party shall be liable for any direct, special incidental, consequential and/or other damages.
- 2.5. The Recipient party shall return all information received in tangible form and any copies thereof immediately to the Disclosing party upon the Disclosing party’s first written request or upon the completion of the Project, whichever shall come first or will destroy all such information at the Disclosing party’s direction. If the Recipient party loses or makes an unauthorized disclosure of the Disclosing party’s Confidential Information, it shall notify the Disclosing party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.
- 2.6. Nothing in this Agreement shall prohibit or limit either party’s use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it; (ii) independently developed by or for it; (iii) acquired by it from a third party which was not, to the Recipient’s knowledge, under an obligation to the Disclosing party not to

disclose such information, (iv) which is or becomes publicly available through no breach by the Recipient of this Agreement or (v) revealed with the Disclosing party's prior written consent.

Section 3 AUTHORISED DISCLOSURE

- 3.1. The parties acknowledge that in order to enable them to discuss pursuit of the Project, each party may be required to disseminate the other party's Confidential Information to its various employees. Such dissemination of the Confidential Information is limited to the extent necessary to fulfil the requirement in pursuing a business relationship under this Agreement only.
- 3.2. Each party undertakes to cause any of its employees to whom such Confidential Information is transmitted to be bound by the same obligations of secrecy and confidentiality to which the parties are bound under this Agreement.

Section 4 NON-DISCLOSURE TO THIRD PARTIES

- 4.1. Neither party shall communicate the other's Confidential Information in any form to any third party without the other party's prior written consent and each party shall use its reasonable efforts at least as great as the precautions it takes to protect its own confidential information of a similar nature, to prevent inadvertent disclosure of the other's Confidential Information to any third party.
- 4.2. Notwithstanding Clause 4.1, the parties may disclose the Confidential Information to its subcontractors and professional advisers (which shall include but not limited to the parties accountants, lawyers & consultants).
- 4.3. Any Confidential Information disclosed to a third party pursuant to this Section 4 shall be provided pursuant to a non-disclosure agreement between the party providing the information and the third party which non-disclosure agreement shall substantially conform to this Agreement.
- 4.4. Each party agrees to notify the other party in writing of any misuse or misappropriation of Confidential Information which may come to the other party's attention.

Section 5 SURVIVAL OF TERMS

- 5.1. The obligations of this Agreement shall terminate with respect to any particular portion of a party's Confidential Information:-
 - a) If either party can show that the Confidential Information received from the other is or has become generally available to the public through no violation of the terms of this Agreement;
 - b) If either party can show that such Confidential Information is in a written record in such party's files prior to receipt from the other party;
 - c) if either party at any time lawfully obtains such Confidential Information in writing from a third party under circumstances permitting its disclosure; or
 - d) if such Confidential Information is disclosed pursuant to the lawful requirement of a government agency or required by operation of law or the rules and regulations of any recognised stock exchange to which such party or its holding company may be subject, provided that the party to whom such Confidential Information belongs shall be given

C.1 Confidentiality Agreement

written notice prior to such disclosure and such disclosure shall be permitted only to the extent required by law.

- e) If only a portion of the Confidential Information falls under any of the above situations, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

5.2. Otherwise, the obligations to maintain the secrecy with respect to either party's Confidential Information shall terminate on the later of :-

1. Three (3) years after the Expiration Date or earlier determination of this Agreement as may be agreed between the parties; or
2. In the event there are any contracts or agreements between the parties which are entered into in connection with the information disclosed under this Agreement, three (3) years after the date of termination or expiration of all such contracts and agreements between the parties.

Section 6 EXTENT OF AGREEMENT

- 6.1. This Agreement shall govern all communications between the parties that are made from the Effective Date of this Agreement through and including the Expiration Date which shall be one (1) year from the Effective Date of this Agreement.
- 6.2. This Agreement is not an agreement by either party to enter into any business relationship with the other to procure any product or service from the other. Any agreement for such business relationship, purchase or other procurement shall be at the discretion of the parties and shall be evidenced by separate written agreements executed by the parties.

Section 7 GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 7.2. All disputes or controversies in connection with this Agreement shall be resolved by the parties through mutual consultation. In the event that a controversy or claim cannot be resolved within thirty (30) days subsequent to the commencement of such mutual consultation, either party may submit such controversy or claim to arbitration.
- 7.3. The arbitration proceedings shall be held in Kuala Lumpur under the auspices of the Kuala Lumpur Regional Center for Arbitration and shall be governed by the provisions of the law relating to arbitration for the time being in force in Malaysia namely the Arbitration Act 1952 or any other law amending or replacing this Act.
- 7.4. The arbitration shall be held before a single arbitrator. If the parties are unable to agree on the arbitrator within fourteen (14) days of the parties first conferring on the matter, the arbitrator will be appointed by the Director of the Kuala Lumpur Regional Center for Arbitration.
- 7.5. The arbitration proceedings shall be conducted in the English language and the award of the arbitrator shall be final and binding upon the parties.
- 7.6. Nothing in this Section 7 prevents either party from bringing an action in a court of competent jurisdiction for injunctive or other specific relief in relation to a breach or threatened breach of the provisions of this Agreement by the other party.

Section 8 INJUNCTIVE RELIEF

The parties agree that in the event of any violation or threatened violation of this Agreement, monetary damages may not be an adequate remedy and the injured party shall be authorised and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such violation which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which the injured party may be entitled.

Section 9 VALID AGREEMENT

Both parties acknowledge that this Agreement is valid and legally binding and has been executed by an authorised representative of each party and each party confirms and ratifies the terms and conditions herein.

Section 10 NOTICE

Written communications requesting or transferring Confidential Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) :-

FOR Co	FOR TTDC
[Access Seeker's Name]	TT dotCom SDN. BHD.
[Address]	No. 14, Jalan Majjistret U1/26, Hicom Glenmarie Industrial Park, 40150 Shah Alam, Selangor
Tel No. : [Set out]	Tel No. : 603-50393000
Fax No. : [Set out]	Fax No. :603-50326401
Designation: [Set out]	Designation: Head of Regulatory

Section 11 VARIATION

No amendments or modifications to this Agreement shall be valid and/or binding on the parties unless made in writing and signed on behalf of each party by their duly authorised representatives.

Section 12 EXPIRATION OR TERMINATION OF THIS AGREEMENT

Any expiration or termination of this Agreement or any portions hereof, or any change or termination of the business relationship between the parties shall not alter or affect the rights or obligations, including but not limited to the obligations of the parties contained in this Agreement, of the parties arising during the term hereof with respect to Confidential Information disclosed to the Recipient party prior to such expiration or termination.

Section 13 WAIVER

None of the provisions contained in this Agreement shall be deemed to have been waived by any act or acquiescence of either of the parties. Waiver shall be effective only if made by an express instrument in writing signed by authorised officers of either of the parties.

Section 14 COSTS

If any of the parties employs solicitors to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover solicitors fee (on a client and solicitor basis) as may be incurred by them.

Section 15 SEVERABILITY

Should any provisions of this Agreement and/or its conditions be illegal or unenforceable under the laws of Malaysia it or they shall be considered severable and this Agreement and its conditions shall remain in full force and effect and be binding upon the parties as though the said provision or provisions have never been included. If any of the provisions in this Agreement is determined to be unenforceable in equity because of its scope, duration or other factor, then the Court making the determination shall have the power to reduce or limit such scope, duration or other factor, and such provision shall be enforceable in equity in its reduced or limited form.

Section 16 PRIOR AGREEMENTS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions and understandings between the parties as to Confidential Information.

Section 17 NO LICENCES

No rights, licenses, trademarks, inventions, copyright or patents are granted under this Agreement.

C.1 Confidentiality Agreement

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

By Co

SIGNED by)
)
for and on behalf of)
Access Seeker)
(Company No.))
)
In the presence of :-)
Name:
) Designation :
) NRIC No. :

.....
Name :
NRIC No. :

By TTDC

SIGNED by)
)
For and on behalf of)
TT dotCom SDN. BHD.)
(Company No.52371-A))
)
Name :
) Designation :
) NRIC No. :

.....
Name :
NRIC No. :

C.2 Relationship Management

SCHEDULE C.2

RELATIONSHIP MANAGEMENT

The following sets out the process, rights and responsibilities of the Access Seeker and TTDC to establish a relationship management to effect the Access Agreement.

1. Access Management

1.1. General

1.1.1. The administration, management and implementation of the provisioning, utilisation operation and maintenance of the access granted and obtained via the Access Agreement and the Access Agreement, shall be undertaken in accordance with the Relationship Management Protocol set out in this Schedule.

1.1.2. The Relationship Management Protocol shall be administered, managed and implemented by

- a) one (1) primary and one (1) substitute representative appointed by TTDC and the Access Seeker respectively, whose functions, duties and responsibilities are as set out below;
- b) an Interconnect Steering Group whose membership, functions, duties and responsibilities are as set out below;

1.2. Access Seeker's Access Manager

1.2.1. During the Term of the Access Agreement, the Access Seeker will make available a senior level individual who will be primarily dedicated to effecting the Relationship Management Protocol (the " Access Seeker's Access Account Manager").

1.2.2. The functions, duties and responsibilities of the Access Seeker's Access Account Manager includes:

- a) to be the primary contact for TTDC in dealing with the Access Seeker for all matters required or necessary under the Access Agreement;
- b) having overall responsibility for managing and co-ordinating the delivery performance and discharge of the obligations of the Access Seeker's obligations to TTDC;
- c) meeting regularly with the TTDC Representative;
- d) Having the power and authority to make decisions with respect to actions to be taken by the Access Seeker in the ordinary course of day-to-day management of its access arrangements in accordance with the Access Agreement.

1.2.3. The Access Seeker's Access Account Manager shall address all notices relating to the Access Agreement to the TTDC Representative. Unless otherwise agreed in writing, the Access Seeker Access Account Manager must not take instructions or directions issued on behalf of TTDC from any person other than the TTDC Representative.

1.2.4. The Access Seeker may replace the appointed Access Seeker's Access Account Manager at any time and shall inform TTDC and the TTDC Representative accordingly.

1.3. TTDC Representative

- 1.3.1 During the Term of the Access Agreement, TTDC will designate a senior level individual who will be authorised to act as TTDC's primary contact for the Access Seeker in dealing with TTDC in respect of matters arising out of or in connection with the Access Agreement (the "TTDC Representative"). TTDC may replace the appointed TTDC Representative at any time and shall inform the Access Seeker accordingly.
- 1.3.2 The TTDC Representative will have the power and authority to make decisions with respect to actions to be taken by TTDC in the ordinary course of its day-to-day management and to issue any requests or notices to the Access Seeker as may be required under the Access Agreement.
- 1.3.3 The TTDC Representative is the conduit through whom all notices, communications, approvals, confirmations, certifications, and consents must be sent in respect of all aspects of the Access Agreement, except as may be notified by TTDC from time to time. TTDC may appoint, remove or replace the TTDC Representative.

1.4. Interconnect Steering Group

- 1.4.1 Within thirty (30) days of the Commencement Date, TTDC and the Access Seeker will inform each other of the names of two (2) members (other than the Access Seeker's Access Account Manager and the TTDC Representative) who will serve on a steering committee (called the "Interconnect Steering Group or ISG "), with the chairman of the ISC being designated by TTDC from one of its appointees.
- 1.4.2 The ISG will be responsible for:
 - a) generally overseeing the performance of TTDC's and the Access Seeker's obligations under the Access Agreement and its compliance with the MSA; and
 - b) Addressing any and all issues escalated to it by the parties or by the Inter-party Working Group in respect of an Access Dispute, more particularly set out in Schedule F.3 – Dispute Resolution Procedure.
- 1.4.3 The parties may by mutual agreement add to or omit from the above list of responsibilities from time to time.
- 1.4.4 Either party may change its two (2) representatives from time to time upon written notice to the other party. In addition, the parties may mutually agree to increase or decrease the size, purpose or composition of the ISG.
- 1.4.5 ISG's meetings will be held at a convenient and practical location. Each party will bear the costs of its participation in such meetings. The ISG will keep minutes of the decisions reached at each meeting and the parties will comply with such agreed decisions provided that such decisions do not operate so as to amend the terms and conditions of the Access Agreement except where specifically provided in the Access Agreement. No decision shall be made unless agreed to by at least one (1) representative of TTDC and one (1) representative of the Access Seeker who are members of the ISG.
- 1.4.6 Within thirty (30) days of its establishment, the ISG will determine:
 - a) an appropriate set of periodic meetings to be held by them or other representatives of the parties and the procedures to be followed for such meetings, including the preparation of agenda and minutes.; and
 - b) the procedure for resolving any issue escalated to the ISG by the parties, including the taking of evidence (if any), hearing submissions from the parties, and publishing its decisions.
- 1.4.7 Decisions of ISG. The decisions of the ISG in respect of any dispute escalated to it by the parties shall be binding on the parties as if the same were made by them individually. A decision of the ISG shall not be subject to further proceedings, and shall be implemented within ten (10) Business Days of it being published.

C.2 Relationship Management

- 1.4.8 Inter-Party Working Committee. The parties agree to establish and participate in such other's working committee as TTDC or the Access Seeker may from time to time reasonably require in order to implement and effect the provisions of the Access Agreement. Each party will bear the costs of its participation in such other working groups and their meetings. The committee(s) shall meet as often as may be necessary to resolve technical, operational, capacity and network security issues which may arise from time to time. The membership of the committee(s) shall include the TTDC Representative and Access Seeker's Access Account Manager, and such other personnel of the parties as may be necessary.

C.3 Dispute Resolution Procedure

SCHEDULE C.3

DISPUTE RESOLUTION PROCEDURE

The following Schedule sets out the procedure which applies in respect of any dispute or difference between an Access Seeker and TTDC arising out of, or in connection with or relating to the Access Agreement.

1. General

- 1.1 For the purposes of the procedures set out in this Schedule and unless TTDC and the Access Seeker expressly agree otherwise, a “dispute” is any disagreement or difference relating to, arising out of or in connection with the Access Agreement.
- 1.2 Subject to subsection 1.4, TTDC and an Access Seeker will adopt and comply with this Dispute Resolution Procedure in relation to any dispute which may arise in respect of or in connection with the supply of network services, network facilities and any other facilities or Services to which the Access Agreement applies (“Access Dispute”).
- 1.3 The Dispute Resolution Procedure will follow the structure set out below:
 - a) Inter-party working group Resolution of any dispute between the parties will first be attempted through negotiation between the parties by means of an inter-party working group as defined in and which will be set up pursuant to section 3 of this Schedule.
 - b) Interconnect Steering Group In the event the parties cannot resolve the dispute within the time provided in section 3, or after any extension of time has expired, then either party may refer the issue to the Interconnect Steering Group (“ISG”) in accordance with section 4.
 - c) Technical Expert or Commission If the ISG does not resolve a dispute within the time specified in section 4, either party may:
 - i. Refer any technical dispute to a Technical Expert in accordance with section 5 of this Schedule; or
 - ii. Refer the dispute to the Commission under section 151 of the CMA for final arbitration.
 - d) Where a dispute is referred to the Commission pursuant to section 151 of the CMA, the Commission will decide the dispute if it is satisfied that the:
 - i. Parties cannot reach agreement, or will not reach an agreement in a reasonable time;
 - ii. Notification of the dispute is not trivial, frivolous or vexation; and
 - iii. Resolution of the dispute would promote the objects in the CMA.
 - e) TTDC will not prevent the Access Seeker from referring a dispute to the Commission in accordance with the CMA.

1.4 Court Proceedings

Until expiry of these Dispute Resolution Procedures, an Operator may not commence court proceedings relating to that dispute, other than an application for urgent interlocutory relief. Nothing in this section will be construed as ousting the jurisdiction of any court.

1.5 Representatives

Either party will ensure that its representative acting in relation to a dispute are of sufficient seniority and are authorised to settle an Access Dispute on its behalf.

1.5.1 At the commencement of the Dispute Resolution Procedure, each party must notify the other party of the scope of the authority of each of their representatives.

1.5.2 If in the course of the Dispute Resolution Procedure it is identified that the matters for resolution are outside the initial term of reference for which authority was given to a representative, a party may require that those matters be referred to more senior officers of that party with the authority to settle those matters.

1.6 During a dispute and any Dispute Resolution process invoked in accordance with this Schedule, TTDC and the Access Seeker must continue to fulfil their respective obligations under the Access Agreement unless the fulfilment of those obligations will affect the outcome of the dispute.

1.7 A party is prohibited from using all information obtained as a result of the Dispute Resolution process for any purpose other than to resolve the dispute.

1.8 Subject to Chapter 7 of Part V of the CMA, an arbitrator appointed under this Dispute Resolution Procedure (including a Technical Expert or the Commission) may decide not to determine the dispute if the arbitrator considers the dispute trivial, frivolous or vexatious, or if there is insufficient evidence to determine the dispute. In such a case, the arbitrator will, within five (5) Business Days of receiving the reference to arbitration inform the parties in writing, of his decision. The parties will thereafter be entitled to pursue their dispute by litigation.

1.9 Where the arbitrator decides to determine the dispute, the costs of the arbitration will be shared equally between the parties. If the arbitrator decides not to determine the dispute, the party that initiated the dispute must pay the other party's costs.

2. Inter-party Working Group

2.1 TTDC and the Access Seeker will first attempt to resolve an Access Dispute among themselves by setting up a working group(s) which must consist of an equal number of representatives of each party and be headed by a person who holds a position at least equivalent to the head of TTDC's Wholesale or Interconnection Group.

2.2 Within sixty (60) days from the Commencement Date of the Access Agreement, TTDC shall set up the working group or working groups. In setting up the working group(s), TTDC will provide for:

C 3 Dispute Resolution Process v 1.0

- a) subject areas relating to or in which the dispute arose for the same to be dealt with by each working group;
 - b) clear terms of reference, the decision making process, timelines and manner of documenting and reporting of the discussions, negotiations and outcome or decisions agreed on depending on the nature and urgency or time by which the dispute must be resolved;
 - c) equal representation by TTDC and the Access Seeker in the working group(s);
 - d) chairmanship and administrative functions of the working group(s) to be shared equally
 - e) Formal notification procedures to the working group.
- 2.3 TTDC and the Access Seeker will use reasonable endeavours to attempt to settle an Access Dispute within the Inter-party working group structure no later than forty five (45) days from the date the dispute is referred to the Inter-party working group, subject always to the right to injunctive relief. The parties may agree in writing to an extension of the time for resolution of the Access Dispute.
- 2.4 In default of TTDC providing for the process contemplated in subsection 2.2 (b), the process will be as follows:
- a) Each working group will consist of an equal number of representatives from each party. Such representatives must have, or be able to expeditiously obtain the knowledge and information regarding all aspects (for example technical, financial, commercial, regulatory) necessary for resolution of the dispute;
 - b) one of the representatives in the working group will be a person who holds a position at least equivalent to the head of TTDC's Wholesale or Interconnection Group;
 - c) the working group will meet as often and for as long as is necessary to resolve the Access Dispute by the time by which the dispute must be resolved subject always to the time-limit of forty five (45) days referred to in subsection 2.3;
 - d) The working group will meet at a convenient and practical location. Each party will bear the costs of its participation in such meetings;
 - e) All discussions, outcomes and decisions made at every meeting of the working group will be recorded and minutes of each meeting will be produced for circulation to the representatives of the working group concerned. The representatives of the working group can decide among themselves who records and produces the minutes of the meetings;
 - f) Regardless of whether the Access Dispute is resolved by the working group, the working group will produce a report of the final outcome or decision of the working group which will be signed by each party's representative in the working group. Each party is entitled to a copy of the report.

2.5 The process in subsection 2.4 may be amended to suit the requirements of the Access Dispute.

3. Interconnect Steering Group (“ISG”)

3.1 If the parties cannot resolve the Access Dispute within the Inter-party working group within the stipulated time, or after the expiry of any extension of time agreed on, either party may give ten (10) Business Days written notice (“Notice Period”) to the other party stating its intention to escalate the issue and outlining the details of the issue.

3.2 If the issue is not resolved prior to the expiry of the Notice Period, then either party may notify the other party (“Receiving party”) in writing that it wishes to refer the issue to the Interconnect Steering Group (“ISG”) (“Referral Notice”)

3.3 If an Access Dispute is referred to an ISG under subsection 3.2, the ISG will meet within ten (10) Business Days of the receipt by the Receiving party of a Referral Notice. In default of the ISG meeting within the stipulated time of ten (10) Business Days, either party may refer the dispute to a Technical Expert in accordance with section 4 of this Schedule or to the Commission for arbitration.

3.4 If the ISG have not resolved an Access Dispute within twenty (20) Business Days after it first meets to review that Access Dispute under subsection 3.3, either party may:

- a) refer any technical dispute to a Technical Expert in accordance with section 4 of this Schedule; or
- b) Refer the dispute to the Commission for final arbitration.

4. Technical Expert

4.1 An Access Dispute can only be referred to a Technical Expert if the provisions of section 3 have been complied with.

4.2 Once a dispute is referred to a Technical Expert, it may not be referred back to an Inter-party working group or an ISG.

4.3 The Technical Expert:

- a) will be an expert appointed by agreement of the parties or, if the parties cannot agree within ten (10) Business Days, by the Commission;
- b) will have the appropriate qualifications and experience to arbitrate the Access Dispute, including knowledge of the communications industry;
- c) need not be a Malaysian citizen or resident; and
- d) Will not be an officer, director or employee of a communications company or otherwise have a potential for conflict of interest.

4.4 If the parties fail to appoint a Technical Expert within ten (10) Business Days of notice of the need to refer an Access Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

C 3 Dispute Resolution Process v 1.0

- 4.5 If a dispute is referred to a Technical Expert, the following dispute resolution procedure will apply and be utilised by the Technical Expert:
- a) the parties will deliver written submissions setting out their positions together with supporting evidence to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
 - b) Each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of receipt of the other party's written submission.
- 4.6 Unless otherwise agreed by the parties and either party requesting the Technical Expert or if the Technical Expert decides within five (5) Business Days of the receipt of the last written submission, that the arbitration by the Technical Expert be by documents only, the Technical Expert shall convene a hearing (where both parties may attend and witnesses produced) within fifteen (15) Business Days of the delivery of the last written submission.
- 4.7 Where a hearing by Technical Expert is held pursuant to this section, each party will have the opportunity to make an oral submission to the Technical Expert. This process will be conducted in private.
- 4.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the parties) but in any case, the hearing by the Technical Expert will last no longer than three (3) Business Days.
- 4.9 The Technical Expert will not have the power to appoint any other experts.
- 4.10 The Technical Expert will deliver his decision within fifteen (15) Business Days after the conclusion of the hearing or after receipt of the last written submission where the arbitration is by documents only.
- 4.11 Every Access Dispute referred to a Technical Expert will be considered separately so that time limits for each Access Dispute are complied with.
- 4.12 The award of the Technical Expert will be final and binding on the parties (in the absence of manifest error of fact or law), and shall be effected promptly by the parties.

5. Billing dispute resolution

5.1 In this section 5:

- a) "Billing Dispute" means a dispute which is made in good faith of an Invoice issued by TTDC to the Access Seeker pursuant to this Access Agreement;
- b) "Billing Dispute Notice" means the written notification made by the Access Seeker to TTDC in relation to a Billing Dispute in accordance with subsection 5.2;
- c) "Billing Dispute Notification Period" means the period after the date of an Invoice described in subsection 5.2;
- d) "Billing Representative" means a representative of the party appointed in accordance with the billing procedures set out in subsection 5.10; and
- e) "Billing System" means a system to issue Invoices relating to charges payable by each party under the relevant Access Agreement.

5.2 If the parties are unable to resolve an Billing Dispute within thirty (30) days (or such longer period as the parties may agree), from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is under no obligation to agree to an extension.

5.3 To the extent that a Billing Dispute involves an international correspondent of TTDC, the Dispute Resolution Procedures shall be suspended for a reasonable period of time which will not exceed one hundred and twenty (120) days pending resolution of the dispute with that international correspondent. If it is anticipated that the dispute with the international correspondent is expected to exceed one hundred and twenty (120) days, then TTDC must immediately inform the Access Seeker of the likely period required for resolution.

5.4 If the Negotiation Period and any extension granted under subsection 5.3 has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in subsection 5.5 ("Billing Dispute Escalation Procedure").

5.5 Billing Escalation Procedure

5.5.1 The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 5.5 by notifying TTDC's Billing Representative.

5.5.2 Each of the parties will then appoint a representative who will be authorized to settle the Billing Dispute.

5.5.3 The representatives will meet as often as they deem necessary to resolve the Billing Dispute and will decide among themselves the manner, procedure and format for discussions to resolve the Billing Dispute.

5.6 Upon the resolution of a Billing Dispute to the satisfaction of the parties, the payment or repayment of any sum pursuant to that resolution must be made within fourteen (14) days from the date of resolution.

- 5.7 Nothing in this Schedule will prevent either party from pursuing any other legal or equitable remedy in respect of a Billing Dispute.
- 5.8 A joint investigation of Invoice discrepancies may be requested by a party after having conducted a comprehensive internal investigation, including an examination of its own Billing System. Terms of the joint investigation, must be agreed on prior to the execution of the joint investigation including:
- a) The scope of the joint investigation;
 - b) How the joint investigation will be conducted; and
 - c) The date by which the joint investigation must be concluded.
- The joint investigation may include the generation of test calls to the other party's Network.
- 5.9 Enquiries relating to billing, collection and settlement arrangement or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each party.
- 5.10 Either party may at any time nominate another Billing Representative provided that ten (10) Business Days prior written notification is given to the other party.
- 5.11 If the parties are unable to resolve the Billing Dispute within thirty (30) days from any extended agreed upon under this section, or if they are unable to agree on any such extension, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the CMA.

C.4 Definitions and Construction

SCHEDULE C.4

DEFINITIONS & CONSTRUCTION

The following are the provisions which are to be incorporated into all Access Agreements with TTDC, as an Access Provider.

1. Definitions. The following words used in the Access Agreement shall bear the following meanings, unless the context otherwise requires:

Access Order Information or AOI	Means the information referred to in Section 2.1.1 of the Access Agreement
Access Seeker	Means [name of company]
ARD	Means the Access Reference Document issued by TT dotCom Sdn Bhd pursuant to the MSA.
CMA	Means the Communications and Multimedia Act 1998 (Act 588)
Confidential Information	means any information, in whatever form, which in the case of written or electronic information is clearly designated as confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as being confidential or is by its nature confidential and including such Confidential Information already disclosed by either party to the other prior to the date of this Access Agreement but excluding any information which: <ol style="list-style-type: none">a) is in or comes into the public domain other than by reason of a breach of this Access Agreement; orb) is previously known on a non-confidential basis to the Receiving party at the time of its receipt; orc) is independently generated, developed or discovered at any time by or for the Receiving party; ord) Is subsequently received from a Third party without any restriction on disclosure.
Forecast Information	Means the information referred to in Section 1.2.1 of the Access Agreement
Invoice	Means the invoice to be issued to the Access Seeker in accordance with Section 8 of the Access Agreement;
MSA	Means the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2003)
POI	Means Point of Interface which comprises points of interconnection and/or points of presence.
TTDC	Means TT dotCom Sdn Bhd

For the avoidance of doubt, words used in this Access Agreement shall have the same meaning as those provided in article 3 (Interpretation) of the MSA, unless the context otherwise requires, and accordingly the definitions of those words set out therein are incorporated and forms part of this Access Agreement.

2. Construction Rules. The Section headings and table of contents used in this Access Agreement are for convenience of reference only and will not enter into the interpretation of this Access Agreement. As used in this Access Agreement, unless otherwise expressly provided to the contrary,
 - a) any reference to a "Section", "Annex" or "Schedule" is a reference to a Section of this Access Agreement or a Schedule or Annex attached to this Access Agreement, and
 - b) All references to days, months or years are references to calendar days, months or years
 - c) Where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the preceding business day.
 - d) Words importing the singular include the plural and vice versa;
 - e) Words importing a gender include any gender;
 - f) Other parts of speech and grammatical forms of a word or phrase defined in this Access Agreement have a corresponding meaning;
 - g) An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
 - h) a reference to an act, statute, regulation, proclamation, ordinance, by-law, or a subsidiary instrument issued pursuant to the Communications and Multimedia Act 1998 includes all acts, statutes, regulations, proclamations, ordinances, by-laws or subsidiary instruments amending, consolidating or replacing it, and a reference to an act, or statute includes all regulations, proclamations, subsidiary instruments, ordinances and by-laws issued under that act or statute;
 - i) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind including amendments or supplements to, or replacements or novations of, that document;
 - j) A reference to a party to a document includes that party's successors and permitted assigns;
 - k) A reference to a member of a group of companies is a reference to one of the companies in that group;
 - l) A reference to an agreement other than this Access Agreement includes an undertaking, agreement or legally enforceable arrangement or understanding whether or not in writing;
 - m) The words "including", "such as" and "particularly" and similar expressions do not imply any limitations;
 - n) where this Access Agreement contemplates that a person may elect, determine, approve, nominate, decide or consider any matter or thing, that person may make such election, determination, approval, nomination, decision or consideration in its absolute discretion without being required to give reasons, unless this Access Agreement expressly requires otherwise;
 - o) A reference to the whole of anything (including but not limited to, any right) includes a part of that thing; and
 - p) If this Access Agreement requires a party to use "best endeavors" in relation to an obligation, the party will not be in breach of this Access Agreement if it has taken all reasonable steps to perform the obligation.

C.5 Generic Information

SCHEDULE C.5

GENERIC INFORMATION

The following generic information must be provided by the Access Seeker:

- (a) The name of the Access Seeker;
- (b) The Access Agreement reference number;
- (c) The Commencement Date of the Access Agreement; and
- (d) The Expiry Date of the Access Agreement.

C.6 Fault Rectification Response Times

SCHEDULE C.6

FAULT RECTIFICATION RESPONSE TIMES

The following Fault Rectification Response Times apply to both parties to the Access Agreement.

Priority Level	Fault Types (examples)	Response Time	Restoration Time
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 50% 4. Major signalling problem 5. Major routing issues 6. Fraudulent calls	Every 1 hr	4 hrs
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-50% 5. Cross line & silent calls	Every 4 hrs	24 hrs
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Every 24 hrs	72 hrs
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Every 48 hrs	14 days

For the purposes of this Schedule, the following are the explanatory notes to the above table:

- (a) All faults reported shall be ascribed with a "Priority Level" as set out in the above table for response, reporting frequency and restoration purposes and TTDC and the Access Seeker shall cooperate fully with one another to achieve the given time targets based on the severity of the fault reported.
- (b) "Response Time" refers to the time for either TTDC or the Access Seeker ("the Faulty party") whose Network or service is faulty to respond to and appropriately attend to the fault. Response Times are to be measured from either the time the fault is notified by the other party to the Faulty party or from the time when the Faulty party first becomes aware of the fault, whichever is the earlier.
- (c) "Restoration Time" refers to the time taken by the Faulty party to restore a faulty service and is determined by the period between the reporting of a fault to the respective IFRC/NMC of that Faulty party and the restoration of the faulty service.

C.7 Quality of Service Levels

SCHEDULE C.7

QUALITY OF SERVICE LEVELS

The quality of service which TTDC will provide to the Access Seeker is as set out below. This quality of service levels are the standard offerings of TTDC.

Network Quality %	Threshold	Remarks
1.0 Successful Call	94%	
1.1 Answered Call		Number of calls that successfully seized trunk group and are answered.
1.2 Busy Call		Number of calls that successfully seized trunk group and are terminated after connection due to "terminating subscriber busy".
1.3 No Answer Call		Number of calls that successfully seized trunk group and are rejected because either the called device did not answer or the calling party went on-hook during ringing.
1.4. Call Abandon		Indicate the unallocated numbers and incomplete dialling from calling party.
Call Establishment Rate (1.1 + 1.2 + 1.3)	85%	Expressed as the sum of Answered, Busy and No Answer Call that indicate the calls are successfully seize the circuits to the total of call attempt.
2.0 Unsuccessful Call	6%	
2.1 Network Congestion	3%	
Internal Congestion (ICONG)	1%	Number of calls offered to a trunk group that successfully overflowed or are rejected in the own switch. (Internal congestion of originating POI and interconnect route congestion that is due to insufficient capacity to support the current traffic).
External Congestion (OCONG)	2%	Number of calls that, after a trunk group is seized, are rejected upon receiving a backward signal indicating far end congestion occurred within the terminating POI and the subsequent terminating Network.

C.7 Quality of Service Levels

Network Quality %	Threshold	Remarks
2.2 Network Fault	3%	
External Technical Irregularities/Error (ETI)	2%	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities or faults in the far end radio subsystem in the other Network Element.
Internal Technical Irregularities/Error (ITI)	1%	Calls that being successfully connected through the Network are rejected upon detection of technical irregularities in the originating Network

Explanatory Notes: If an Access Seeker requests for higher or lower quality of service levels than as provided for above, then this Schedule will be revised at the time of entry into the Access Agreement.

C.8 Facilities and Services Rates

FACILITIES AND SERVICES RATES

Fixed Network Origination Service

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

Sen per minute, 24 hour weighted average

Local	1.82
Single Tandem	4.54
Double Tandem	6.53
Double Tandem with Submarine Cable	17.68

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

Sen per minute, 24 hour weighted average

National	1.28
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Fixed Network Termination Service

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

Sen per minute, 24 hour weighted average

Local	1.65
Single Tandem	4.10
Double Tandem	4.83
Double Tandem with Submarine Cable	17.44

C.8 Facilities and Services Rates

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

Sen per minute, 24 hour weighted average

National	1.53
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Interconnect Link Service

Ringgit Malaysia per km per year

For each pair of fibre cable: Link employing a fibre cable	332.24
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Network Co-Location Service

The prices below for Network Co-Location Service shall be applied for physical co-location for space, environmental services (heat, light, ventilation and air-conditioning), security, maintenance at switching sites, submarine cable landing centres, earth stations and exchange buildings.

Ringgit Malaysia per square metre per year

Physical Co-Location: Space (including services)	233.00
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Layer 3 HSBB Network Service

The following formula is used to calculate the actual Price per user per month:

$$\text{Price Per user Per Month} = A + B + C$$

- A = ONU Port Rental price per port per month
- B = Average Aggregated Bandwidth Utilization charge per user per COS
- C = Average End-to-End Transmission Charge per user

Notes:

- Price are only valid for TTDC RFS locations only
- ONU port rental price is fixed per month for a fixed bandwidth
- The average aggregated user bandwidth utilization is the peak bandwidth used for all subscribers in a given month and averaged with the total number of subscribers
- TTDC's End-to-End Transmission service is required from TTDC's selected POP to the Access Seeker's POP
- The above price does not include:
 - Lab testing resources
 - Activation and deactivation for port and circuits
 - Any network or user side configuration/reconfiguration
 - Relocation charges

End-to-End Transmission Service

The End-to-End Transmission service rates which TTDC will offer to the Access Seeker will be as follows:

Ringgit Malaysia per year

Bandwidth	
2 Mbps	42,100
34 Mbps	174,368
155 Mbps	278,762