

# **Access Reference Document**

**of**

# **NTT MSC Sdn Bhd**

**Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2015 as amended by the Variation to the Commission Determination on the Mandatory Standard on Access (Determination No.2 of 2015).**

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## Section 1: Background and Scope of ARD

### 1.1 Background

- (a) NTT MSC Sdn. Bhd. (Company No. 437563-H) (“NTT MSC”) is a licensed services provider under the Act. This Access Reference Document (“ARD”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire Services from NTT MSC.
- (b) NTT MSC’s ARD only applies to Facilities and Services listed in the Access List and offered in NTT MSC’s ARD.
- (c) NTT MSC’s ARD applies to Access Seekers who are licensed under the Act as:
  - (i) network facilities providers;
  - (ii) network service providers;
  - (iii) applications service providers; and
  - (iv) content applications service providers.
- (d) The terminology used in this ARD has the meanings to them in **Section 2 - Definitions and Interpretation**. All other words and phrases used in this ARD shall, unless the context otherwise requires, have the same meaning as in the MSA.

### 1.2 Scope

- (a) This NTT MSC ARD is not an offer to enter into a legally binding agreement. It is merely a reference document that indicates the types of facilities and services offered by NTT MSC to to Access Seekers. If the Access Seeker wishes to obtain the Facilities and Services from NTT MSC, the Access Seeker and NTT MSC must first enter into an “Access Agreement”.
- (b) NTT MSC’s ARD:
  - (i) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
  - (ii) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- (b) For the purpose of clarification, the terms and conditions of NTT MSC’s ARD is only applicable to the Facilities and Services. If the Access Seeker requests facilities and services outside of NTT MSC’s ARD, the terms and conditions for the provision of such Services shall remain outside the scope of NTT MSC’s ARD.
- (c) If an Access Seeker request NTT MSC to provide it with Services other than on the terms and conditions contained in NTT MSC’s ARD, NTT MSC and the Access Seeker will:
  - (i) negotiate in good faith in relation to such terms and conditions; and
  - (ii) enter into and conduct negotiations in a timely manner.
- (e) In addition, the Operators are free to consider NTT MSC’s ARD when negotiating the terms and conditions for the supply of other Services that are not listed in the Access List.

- (f) This ARD and NTT MSC's standard access agreement may be subject to amendments from time to time.
- (g) If NTT MSC amends the ARD, NTT MSC shall within ten (10) Business Days of those amendments being made, provide a copy of the amendments or an amended copy of the ARD to:
  - (i) all Access Seekers who are being provided with access to Facilities and Services;
  - (ii) all Access Seekers who have requested an ARD within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.

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## Section 2: Definitions and Interpretation

This **Section 2** contains the meanings to words, phrases and expressions used in this ARD. Notwithstanding the foregoing, where a word or phrase or expression used in the ARD is given a specific meaning in or by the context of the ARD, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Section 2**.

“**Access Agreement**” means the bilateral agreement to be executed between NTT MSC and the Access Seeker which sets out the terms and conditions that govern the grant by NTT MSC of access to NTT MSC’s Facilities and/or Services.

“**Access List**” means the list of network facilities and network services determined from time to time by the Commission pursuant to **Chapter 3 of Part VI of the Act**.

“**Access Provider**” means :

- (a) network facilities provider who owns or provides network facilities listed in the Access List;  
or
- (b) network services provider who provides network services listed in the Access List;

who is a licensee as defined in the Act. For purposes of this ARD, the Access Provider is NTT MSC.

“**Access Request**” means a request by the Access Seeker for access to and use of NTT MSC’s Facilities and/or Services and containing the information set out in Section 4.1.3.

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

- (a) is a licensed network facilities provider, network service provider, applications service provider and/or content applications service provider under the Act; and
- (b) makes written request for access to Facilities and/or Services of NTT MSC or is being provided with Facilities and/or Services by NTT MSC.

“**Act**” means the Communications and Multimedia Act 1998 (Act 588).

“**ARD**” means this Access Reference Document which is issued by NTT MSC pursuant to the MSA.

“**Associated Tower Site**” means the land owned, leased or tenanted by the NTT MSC surrounding or on which the Tower is situated at or built on including space at the base of the Tower to install Equipment thereat and includes the necessary right of way and permission to dig.

“**Bank Guarantee**” means an irrevocable guarantee executed in favour of NTT MSC, on behalf of the Access Seeker, by a bank approved by NTT MSC and in a format acceptable to NTT MSC.

“**Billing Dispute**” means the dispute of an invoice prepared by an Operator to the Other Operator which is made in good faith.

“**BGR**” means a router designed for the interconnection of two autonomous systems;

“**Business Day**” means any day on which banks are open for general banking business in Selangor Darul Ehsan other than a Saturday, Sunday or public holiday.

“**Charges**” means the charges payable by the Access Seeker to NTT MSC for accessing and/or being provided the Facilities and Services and for such and other charges payable by the Access Seeker as set out in the Access Agreement.

“**Communication**” means any communication, whether between persons and persons, things and things, or persons and things, in the form of sound, data, text, visual images, signals or any other form or any combination of those forms in and where the context permits includes an attempt to establish a communication.

“**Commission**” means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589).

“**Creditworthiness Information**” means the information required by NTT MSC to assess the creditworthiness of the Access Seeker which are more particularly described in NTT MSC’s ARD and such other information as may be required from time to time.

“**Customer**” means in relation to an Operator, an end-user having a contractual relationship with the said Operator for the provision of applications services including content applications services by means of that Operator’s facilities and/or services.

“**Determination**” means any lawful determination made by the Commission, pursuant to Chapter 2 of Part V of the Act.

“**Dispute Resolution Procedures**” means the dispute resolution procedures outlined in Annexure A of the MSA Determination.

“**Due Date**” means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice.

“**Effective Date**” means the date on which the relevant portions of the Access Agreement requiring registration is duly registered by the Commission under section 150 of the Act in its entirety.

“**Equipment**” means any equipment (whether hardware or software), or device which is part of or within a Network.

“**Facilities**” means the network facilities and/or other facilities which facilitates the provision of network services or application services, including content application services which are listed in the Access List and offered in NTT MSC’s ARD.

“**Forecast**” means the forecast to be provided by the Access Seeker to NTT MSC with respect to the Access Seeker’s requirements on access to the Services of NTT MSC during the term of the Access Agreement.

“**GST**” means the Goods and Service Tax or whatsoever taxes called by whatever name charged by the Government of Malaysia for the supply of good and/or services provided hereunder.

“**Handover Date**” means the date on which access to the Tower and Associated Tower Site is given to the Access Seeker for installation of the Equipment at that site.

“**Internet Interconnection Services**” shall have the meaning ascribed in **Part [II] of Schedule B** of this Agreement.

“**Infrastructure Sharing**” shall have the meaning ascribed in **Part [III] of Schedule B** of this Agreement.

“**Licence**” means an Individual Licence or a Class Licence granted by the Minister pursuant to the Act.

“**MSA**” means the Commission Determination on the Mandatory Standard on Access (Determination No. 2 of 2005) as amended by the Variation to the Commission Determination on the Mandatory Standard on Access (Determination No.2 of 2009).

“**Minister**” bears the meaning ascribed to it in the Act.

“**Monopole Services**” shall have the meaning ascribed in **Part [III] of Schedule B** of this Agreement.

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

“**Network Co-location Service**” shall have the meaning ascribed in **Part [I] of of Schedule B**.

“**Order**” means an order which the Access Seeker must give to NTT MSC pursuant to the provisions of the Access Agreement for access to the Services of NTT MSC.

“**Operator**” means NTT MSC or the Access Seeker as the context requires and “**Operators**” means both NTT MSC and the Access Seeker.

“**POI**” means any technically feasible point which demarcates the network of NTT MSC and the Access Seeker (collectively referred to as the “Interconnecting Networks”) and is the point at which communication is transferred between the Interconnecting Networks.

“**RM**” means Ringgit Malaysia which shall be the monetary currency used in this ARD unless otherwise provided.

“**Security Sum**” means security in the form of a Bank Guarantee provided or to be provided by the Access Seeker to NTT MSC for the supply of Facilities and Services.

“**Services**” means the network services and/or other services which facilitate the provision of network services or applications services, including content applications services which are listed in the Access List and offered in NTT MSC’s ARD.

“**Standard Access Obligations**” has the meaning prescribed in Section 149 of the Act.

“**Technical Proposal**” means the Technical Specifications proposed by an Access Seeker for a Tower and its Associated Tower Site.

“**Technical Specifications**” means any technical parameters, specifications and procedures applicable to a Tower and its Associated Tower Site.

“**Tower**” means the telecommunication tower belonging to NTT MSC to be utilized by the Access Seeker to install Equipment thereat which may be any of the following :-

- i. the basic telecommunications infrastructure constructed in accordance to specifications as detailed in Part III Schedule B hereof;
- ii. lamp poles, floodlights, aesthetic towers, monopoles, towers and any other telecommunication infrastructure below 200 feet; or
- iii. any other telecommunications structures belonging to NTT MSC.

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## Section 3 : Eligibility - Principles of Access and Interconnection

### 3.1 Services

3.1.1 NTT MSC's ARD applies only to the following Facilities and Services:

- (i) Network Co-Location Services;
- (ii) Internet Interconnection Services; and
- (iii) Infrastructure Sharing Services

3.1.2 The service description of the Facilities and Services are set out in Schedule A of NTT MSC's ARD.

3.1.3 The charges and charging principles for the Facilities and Services are set out in Schedule B of NTT's MSC's ARD the Access Agreement.

3.1.4 The technical and operational matters for the Facilities and Service(s) are set out in Schedule C of the NTT MSC's ARD.

### 3.2 Eligibility for Access to Access Service(s)

3.2.1 NTT MSC may at its discretion and in a manner consistent with the Licence(s) granted (and the licence rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with access to the Access Service(s) set out in NTT MSC's ARD.

3.2.2 For the purposes of clarification, consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities and Services which are set out in NTT MSC's ARD where the Access Seeker has been granted ;

- (i) a network facilities provider Licence; and/or
- (ii) a network services provider Licence; and/or
- (iv) an applications services provider Licence; and/or
- (iv) a content applications service provider Licence, and

such Licences are not limited or restricted from those detailed in the Act, as amended in any way:

- (a) by reference to the type of network facilities, network services and/or applications services that can be provided; and
- (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or applications services.

3.2.3 An Access Seeker may not request for access to the Facilities and Services where the requested Facilities and Services are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.

3.2.4 Consistent with Government policy and Determinations by the Commission's (and its predecessor), where NTT MSC provides the Access Seeker with access to the Facilities and Services pursuant to Section 3.2.1, the charges for the requested Access Service(s) shall be negotiated between the Operators.



**3.3 Standard Access Obligations**

- 3.3.1 NTT MSC shall, subject to Section 3.2, if requested to do so by an Access Seeker, supply the Facilities and Services on reasonable terms and conditions.
- 3.3.2 Section 149 of the Act specifies the terms and conditions upon which NTT MSC must comply with the Standard Access Obligations. Section 149(2) provides that the access provided by NTT MSC shall be:
- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality on NTT MSC's network facilities or network services; and
  - (b) on an equitable and non-discriminatory basis.
- 3.3.3 NTT MSC shall observe and comply with the customer relationship principles set out in Section 4.3 of the MSA Determination.

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## Section 4: Application Process

### 4.1. Application for Access to Services

- 4.1.1 Where an Access Seeker makes a request to NTT MSC to supply the Facilities and Service(s), the Access Seeker shall serve an Access Request on NTT MSC.
- 4.1.2 The purpose of such Access Request is to provide NTT MSC with sufficient information to assess the Access Seeker's request for the supply of the Facilities and Service(s).
- 4.1.3 The Access Request must:
- (a) contain the name and contact details of the Access Seeker;
  - (b) specify the Facilities and Service(s) in respect of which access is sought;
  - (c) indicate whether the Access Seeker wishes to either accept NTT MSC's ARD or negotiate an Access Agreement on different terms and conditions from that in NTT MSC's ARD;
  - (d) contain the information (if any) as set out in Section 5.3.6 of the MSA that the Access Seeker reasonably requires NTT MSC to provide for the purposes of the negotiations;
  - (e) contain two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by NTT MSC;
  - (f) where applicable, specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to NTT MSC's disclosed provisioning cycle and forecasting procedures as described in NTT MSC's ARD;
  - (g) provide the relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect NTT MSC's Network;
  - (h) contain confirmation that the Access Seeker is not currently being supplied with the requested Access Service(s);
  - (i) specify the type of Licences held by the Access Seeker and a copy of the Licence where a copy had not been previously provided;
  - (j) contain Creditworthiness Information as set out in Section 4.2;
  - (k) contain Insurance Information as set out in Section 4.4;
  - (l) contain relevant technical information relating to the interface standards of the Access Seeker; and
  - (m) contain such other information that NTT MSC may reasonably request.

### 4.2 Creditworthiness Information

- 4.2.1 The Creditworthiness Information that is required to accompany an Access Request includes:
- (a) a letter, signed by an executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
  - (b) a copy of the Access Seeker's most recently published audited balance

sheet and audited profit and loss statement; and

- (c) such other information as may be reasonably requested by NTT MSC provided that such information are information which are publicly available.

#### **4.3 Security Sum**

4.3.1 NTT MSC shall ensure that the amount and type of security requirements imposed on the Access Seeker in NTT MSC's security policy, commensurate with:

- (a) the estimate of the value of access to Access Service(s) to be provided to the Access Seeker by NTT MSC over a ninety (90) day period ("**Minimum Value**");
- (b) the creditworthiness of the Access Seeker (including prior payment records of the Access Seeker); and
- (c) the security previously reasonably required by NTT MSC (if any).

4.3.2 The Access Seeker must provide the Security Sum to NTT MSC in the form of a Bank Guarantee.

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

#### **4.4 Insurance Information**

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

- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's liability Insurance and/or other insurance within 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 or Public 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 the Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability.

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

#### **4.5 NTT MSC's Reply to the Access Request**

4.5.1 NTT MSC shall within ten (10) Business Days of receipt of the Access Request, inform the Access Seeker in writing that it has received the Access Request and either:-

- (a) request for additional information from the Access Seeker where there is a need for further information and a joint site survey in the case of Network Co-Location Service, prior to considering the Access Request; or
- (b) indicate if it is willing to provide access to the Facilities and Service(s) under Section 4.9, where NTT MSC shall (together with its notice of acceptance) indicate

the Security Sum and any non refundable processing fee payable by the Access Seeker prior to the execution of the Access Agreement, or

(c) indicate if rejecting the Access Request in accordance to Section 4.6.

4.5.2 If NTT MSC requests for additional information under Section 4.5.1(a) and the Access Seeker provides the requested information to NTT MSC's satisfaction and the joint site survey (if any) is successfully completed, NTT MSC shall within ten (10) Business Days of such response, provide the Access Seeker with a response under Section 4.5.1(b).

4.5.3 In accordance with Section 5.7.28 of the MSA Determination, NTT MSC may charge an Access Seeker a one-off resource charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by NTT MSC for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Access Service(s).

4.5.4 The one-off resource charge shall include a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request. Such non-refundable processing fee is only applicable to the requested Facilities and Services. In the event that additional and non-routine work is required to process the Access Request, NTT MSC may charge a separate fee for undertaking the same as additional resources are required.

#### **4.6 Rejection of an Access Request**

##### **4.6.1 Reasons for Refusal**

NTT MSC may refuse to accept an Access Request for supply of the Access Service(s) and accordingly may refuse to supply that Access Service(s) to the Access Seeker for any of the following reasons:

- (a) in NTT MSC's reasonable opinion, the Access Seeker's Access Request was not made in good faith;
- (b) in NTT MSCs' reasonable opinion, the Access Request does not contain the information reasonably required by NTT MSCs' ARD provided that NTT MSC has sought the information from the Access Seeker under Section 4.5.1(a) of NTT MSCs' ARD;
- (c) NTT MSC does not currently supply or provide access to the requested network services listed in the Access List to itself or to any third parties;
- (d) it is not technically feasible to provide access to the requested Facilities and Service(s);
- (e) NTT MSC has insufficient capacity or space to provide the requested Facilities and Services;
- (f) there are reasonable grounds in NTT MSCs' opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Facilities and Services or is not creditworth;
- (g) there are reasonable grounds in NTT MSCs' opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the regulated Facilities and Services;
- (h) NTT MSC reasonably believes that the safety of its network will be compromised by the grant of the access requested;
- (i) NTT MSC reasonably believes that access is being sought for a purpose in contravention of any laws;

- (j) NTT MSC reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (k) there are reasonable grounds for NTT MSC to refuse access in the national interest

#### **4.7 Notification of Rejection to the Access Seeker**

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

- (a) notify the Access Seeker in writing of NTT MSCs' rejection;
- (b) provide reasons for rejection under Section 4.6 to the Access Seeker;
- (c) provide the basis for NTT MSCs' rejection of the Access Request; and
- (d) indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of NTT MSC will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

4.7.2 If the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.8.1(d), either Operator may request resolution of the dispute in accordance with Dispute Resolution Procedures.

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

4.8.1 Where the Access Seeker has requested under Section 4.1.3(c) and NTT MSC agrees to provide access to the Access Service(s) to the Access Seeker in accordance with NTT MSC's ARD, NTT MSC shall within ten (10) Business Days of such response under Section 4.5.1(b), provide the Access Seeker with an Access Agreement (based on the Standard Access Obligations) that includes the Charges for execution by the Access Seeker.

4.8.2 With respect to Section 4.9.1, the Access Seeker shall within ten (10) Business Days either, execute and return the Access Agreement to NTT MSC or indicate in writing to NTT MSC that it wishes to negotiate the Access Agreement on different terms and conditions.

#### **4.9 If Access Seeker already has an Access Agreement with NTT MSC**

4.9.1 If an Access Seeker already has an Access Agreement with NTT MSC, the Access Seeker may ask NTT MSC to provide the Facilities and Services based on the terms and conditions of its existing Access Agreement with NTT MSC.

4.9.2 The Access Seeker shall submit its Access Request in the manner specified in the existing Access Agreement with NTT MSC.

#### **4.10 Fast track application**

4.10.1 A fast track application by an Access Seeker is limited to the following Service(s):

- (a) Internet Interconnection Service.

4.10.2 The Access Seeker shall only be eligible for the fast track application if it fulfills the following criteria:

- (a) the access requirement of the Access Seeker do not, in NTT MSC's opinion, have a material impact on NTT MSC's current level of network resources; and

- (b) the Access Seeker is willing to accept the terms and conditions for the requested Facilities and Services as stipulated in NTT MSC's standard access agreement.
- 4.10.3 If the Access Seeker does not wish to accept the terms of NTT MSC's standard access agreement, then NTT MSC is not obliged to process the fast track application. The Access Seeker shall be required to put in a new Access Request.
- 4.10.4 The Access Seeker's fast track application must be accompanied by:
- (a) a Security Sum of RM50,000.00 in the form of a Bank Guarantee; and
  - (b) [the non-refundable processing fee for the requested Service].
- 4.10.5 If an Access Seeker already has an Access Agreement with NTT MSC, when submitting a fast track application the said Access Seeker must not be in breach of any provisions in the Access Agreement, which includes but is not limited to, not having any outstanding invoices which surpass its Due Date owing to NTT MSC.
- 4.10.6 If NTT MSC accepts the Access Seeker's fast track application, NTT MSC shall within ten (10) Business Days of receiving the said application, provide an Access Agreement or a supplemental Access Agreement (as the case may be) to the Access Seeker for execution.
- 4.10.7 NTT MSC may reject a fast track application if the Access Seeker does not fulfil the criteria in this section or for the reasons set out in Section 4.6.1(c), 4.6.1(f) and 4.6.1(g).
- 4.10.8 If NTT MSC rejects the fast track application, NTT MSC shall, within ten (10) Business Days of receiving the fast track application, inform the Access Seeker of the rejection and the reasons for the said rejection. Thereafter, the Access Seeker may put in a new Access Request in accordance with NTT MSC's ARD.

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## **Section 5: Negotiation Process and Timelines of Access Agreement**

### **5.1 Introduction**

5.1.1 The following negotiation process and timelines shall be applicable to negotiations between an Access Seeker and NTT MSC in respect of an Access Agreement.

5.1.2 All negotiations shall be conducted by the Access Seeker in good faith.

### **5.2 Timelines**

5.2.1 If the Access Seeker elects to negotiate the Access Agreement under Section 4.1.3(c), NTT MSC must set a date and time not later than fifteen (15) Business Days from the date of NTT MSC's response pursuant to Section 4.5.1(b) at which NTT MSC's representatives will be available for an initial meeting with the Access Seeker's representatives;

5.2.2 If the Access Seeker elects to negotiate the Access Agreement under Section 4.9.2, NTT MSC must set a date and time not later than fifteen (15) Business Days from the date of the Access Seeker's response under Section 4.9.2 at which NTT MSCs' representatives will be available for an initial meeting with the Access Seeker's representatives.

5.2.3 Operators must use their best endeavour to conclude the Access Agreement within 120 days of the Access Seeker's Access Request. [Please refer to the negotiation procedures set out in Section 5.4.9 to 5.4.18 in the MSA Determination].

5.2.4 If negotiations are not completed within the 120 day period:

- (a) the Operators may jointly apply to the Commission for further time to negotiate - if the further time is not granted, the Operators are deemed to be in dispute and the Dispute Resolution Procedures in the MSA Determination will take effect; or
- (b) either Operator may initiate the Dispute Resolution Procedures in the MSA Determination.

5.2.5 NTT MSC will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facilities and Service(s) until:

- (a) a Security Sum has been provided in accordance with Sections 4.3 and Sections 4.5.1(c); and
- (b) an Access Agreement has been executed between the Operators.

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## Section 6: Billing & Settlement

- 6.1 Where relevant, the billing and settlement obligations set out in Section 5.14 of the MSA Determination shall be applicable.
- 6.2 The Access Seeker shall pay NTT MSC the Charges for the relevant Access Service(s) supplied by NTT MSC to the Access Seeker, as specified in Access Agreement.
- 6.3 The Access Seeker shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.
- 6.3.1 The Charges in this ARD are exclusive of GST levied by the Government which GST shall be payable by the Access Seeker to NTT MSC over and the above the Charges.

### 6.4 Time and Method of Payment

All payments must:

- (a) be paid on the Due Date unless otherwise agreed in writing by both Operators;
- (b) be paid by electronic transfer to NTT MSC or exceptionally, by cheque to the nominated account(s) of NTT MSC if agreed by NTT MSC; and
- (c) must be accompanied by such information as is reasonably required by NTT MSC to properly allocate payments received.

### 6.5 Security Sum

- 6.5.1 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts to NTT MSC as they become due and payable, nor does it constitute a waiver of NTT MSC's right to suspend, disconnect, or terminate the relevant network services due to non-payment of any sums due or payable to NTT MSC.
- 6.5.2 NTT MSC shall be entitled to revise the Security Sum in any of the following event:-
- (i) at each subsequent anniversary from the Commencement Date;
  - (ii) where, in the opinion of NTT MSC, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
  - (iii) upon the provisioning of new or additional network services to the Access Seeker;  
or
  - (iv) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. In such cases, NTT MSC may request for additional security in addition to the Minimum Value to sufficiently and reasonably mitigate its risks in providing the relevant Facilities and Services. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the Invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Section 6.5.2(iv).
- 6.5.3 Where the Security Sum is revised pursuant to Section 6.5.2 above, the Access Seeker shall within five (5) Business Days from the written request of NTT MSC, deposit the new Security Sum with NTT MSC in the manner specified in Section 4.3.2.
- 6.5.4 Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account ("said accounts") and any interest accrued



thereon is to be held by NTT MSC in addition to the Security Sum. NTT MSC shall forward to the Access Seeker a statement of the said accounts annually.

- 6.5.5 NTT MSC shall have the right to call upon or deduct the Security Sum (together with any interest thereon) at any time after the Due Date for the Charges and/or upon breach of any of the Access Seeker's obligations. Such utilization or deduction shall not be construed as a set-off or counter claim.
- 6.5.6 Without prejudice to NTT MSC's rights and remedies, upon termination of the Access Agreement:
- (a) the Security Sum deposited with NTT MSC or parts thereof, together with the interest thereon, (if any) shall be returned and/or refunded to the Access Seeker within sixty (60) days from the date of termination provided that all other amounts payable by the Access Seeker to NTT MSC have been paid; and
  - (b) subject to Section 6.5.6, NTT MSC shall immediately in writing unconditionally waive its right under the Bank Guarantee provided as Security Sum in respect of future performance of the Access Agreement by the Access Seeker, if any, since the Access Agreement has been terminated save and except that the Bank Guarantee remains in full force in respect of any antecedent breaches under the Access Agreement and in respect of any amounts payable by the Access Seeker.
- 6.6 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination.

**[ The remainder of this page is intentionally left blank ]**

## Section 7: Notices

7.1 Any communications in respect of NTT MSC's ARD should be made in writing to:

Attention: Sales Director

Address: NTT MSC Sdn Bhd,  
No. 43000, Persiaran APEC,  
63000 Cyberjaya,  
Selangor Darul Ehsan

Email : enquiry-my@ntt.com  
Tel: 03- 8319 0000  
Fax : 03 - 8319 0199

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## SCHEDULE A

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“this Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

#### BETWEEN

**NTT MSC SDN BHD (Company No. 437563-H)**, a company incorporated in Malaysia and having its principal place of business at No.43000, Persiaran APEC, 63000 Cyberjaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as “NTT MSC”) of the one part;

#### AND

[ \_\_\_\_\_ ] (Company No: \_\_\_\_\_ ) a company incorporated in Malaysia and having its principal place of business at [ \_\_\_\_\_ ] (hereinafter referred to as “the Company”) of another part.

(NTT MSC and the Company are individually referred to as “Party” and collectively as “Parties”.)

#### WHEREAS:-

- (1) NTT MSC is a licensee under the Communications and Multimedia Act 1998 (“CMA 1998”). Pursuant to the Act, NTT may offer communications network services set out in the Access List.
- (2) The Company is a licensee under the Communications and Multimedia Act 1998 (“CMA 1998”) and is authorized to provide certain network facilities, network services or application services under its individual or class licence.
- (3) NTT MSC and the Company are desirous to explore the possibility of a business arrangement pertaining to access to network facilities and network services to be provided by NTT MSC to the Company (the “Project”) and in the course of negotiations Parties will be disclosing certain commercially valuable, proprietary and confidential business, financial, technical and other information to each other.
- (4) The Parties agree to hold such proprietary and confidential information in the strictest confidence upon the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY** agreed by the Parties as follows:

#### 1. DEFINITIONS

- 1.1 “**Confidential Information**” is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labeled as “Confidential”, including without limitation, information relating to the business, financial condition, marketing strategies, know-how, suppliers, customers, operations, pricing, technical information, contract terms and conditions and all information of any kind relating to either Party, their respective shareholders and/or related or associated companies which are disclosed, submitted or howsoever made available, either directly or indirectly by or on behalf of one Party to the other or to their Personnel for the purpose of or in connection with the Project, whether before or after the date of this Agreement.
- 1.2 “**Disclosing Party**” means the Party disclosing the Confidential Information.
- 1.3 “**Group**” means a Party’s shareholders, subsidiaries, affiliates, related and/or associated Companies.

- 1.4 “Party” means either NTT MSC or the Company and “Parties” means NTT MSC and the Company collectively.
- 1.5 “Personnel” means either Party’s employees, officers, advisors, consultants or agents.
- 1.6 “Receiving Party” means the Party receiving the Confidential Information.
- 1.7 “Representatives” means a Party’s employees, directors, advisors, permitted representatives or agents and those of any member of its Group.

## 2. MUTUAL UNDERTAKING

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

- 2.1 to hold the Confidential Information of the other Party in the strictest confidence and to not at any time use or disclose or permit to be used or disclosed any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Project; and
- 2.2 not to disclose or divulge the Confidential Information of the other Party to any person whatsoever without the prior written consent of the other Party except to those persons more particularly identified in paragraph 3.2 below.
- 2.3 to exercise no lesser security or degree of care than that which the Party would apply to its own Confidential Information of an equivalent nature, and in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information, would exercise.

## 3. OBLIGATIONS OF CONFIDENTIALITY

The Parties hereby covenant and agree to do all of the following:

- 3.1 to restrict the dissemination, circulation and supply of the Confidential Information of the other Party or any part thereof to their Personnel who are directly involved with the Project and only to the extent necessary for each of them to perform their duties in relation to the Project.
- 3.2 to use their respective best endeavors to ensure and procure that none of their Personnel will do any act, matter or thing which, if done by that Party, would constitute a breach of the obligations of that Party under the terms of this Agreement.
- 3.3 to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information of the other Party.
- 3.4 to inform and advise their Personnel who may have access to the Confidential Information of its confidential and proprietary nature.

## 4. EXCEPTIONS

The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:-

- 4.1 prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
- 4.2 is explicitly approved for release by written authorization of the Disclosing Party;

- 4.3 was known to the Receiving Party at the time of disclosure as shown by written records in existence at the time of disclosure;
- 4.4 was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
- 4.5 is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, including without limitation, a recognised stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure;
- 4.6 is or has been developed independently by the Receiving Party without reference or reliance on the Disclosing Party's Confidential Information
- 4.7 is disclosed to a related corporation of the Receiving Party within the meaning of Section 6 of the Companies Act, 1965, to the extent necessary under the Project, subject to the related corporation providing the Disclosing Party with an undertaking to comply with the obligation contained in this Agreement.
- 4.8 to disclose the Confidential Information or any part(s) thereof :
- (a) to its legal, technical , insurance, financial advisers and accountants; or
  - (b) in connection with the procurement of any insurance or presentation of any insurance claim; or
  - (c) in connection with any financing obtained or proposed to be obtained; or
  - (d) to its permitted assignees, investors and program suppliers; or
  - (e) to its shareholder(s), to the employees, servants, agents, contractors or officers of its related company, associate company, parent company, holding company, affiliate company or subsidiary.

provided that:

- (a) disclosure is restricted to the fact of the existence of discussions between the Parties in respect of the Project and to particulars and information in respect of the transactions or intended transactions between the Parties relating to the Project including copies of any agreements or proposed agreements in respect of such transactions; and
- (b) the Receiving Party shall notify the Disclosing Party in writing prior to any such disclosure being made.

## **5. DURATION OF OBLIGATION**

This Agreement shall continue to govern the delivery of the Confidential Information until terminated by written notice from either Party to the other, subject to the provisions of any agreements to be executed between the Parties hereto, except that the obligations of the Parties hereunder with regard to the Confidential Information disclosed prior to termination shall continue notwithstanding the termination or expiry of this Agreement.

## **6. OWNERSHIP OF CONFIDENTIAL INFORMATION**

The Parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any license or any

rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Disclosing Party's Confidential Information to the Receiving Party.

## **7. RESTRICTIONS AND RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

7.1 Tangible forms of Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party, except for a reasonable number of copies necessary to carry out the transactions contemplated by or pursuant to this Agreement.

7.2 Upon request by the Disclosing Party and at the Disclosing Party's direction, the Receiving Party shall forthwith:

7.2.1 return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or

7.2.2 destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Receiving Party shall confirm such destruction to the Disclosing Party in writing.

## **8. NO LICENCE**

8.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorised by this Agreement.

8.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

## **9. REMEDIES FOR BREACH**

9.1 Both Parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.

9.2 The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.

## **10. LAWS AND JURISDICTION**

This Agreement is governed by and interpreted in accordance with the laws of Malaysia and each Party hereby agrees to submit to the exclusive jurisdiction of the courts of Malaysia.

## **11. NO WAIVER OR ACQUIESCENCE**

No delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect the Party's right or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

## **12. AMENDMENTS**

This Agreement is the entire agreement between the Parties and supersedes any and all prior or contemporaneous representations, agreements and promises, written or oral, between the Parties, regarding the subject matter of this Agreement. Any amendments to this Agreement shall only be effective if agreed in writing and signed by the authorized representatives of both Parties.

**13. BINDING EFFECT**

This Agreement shall be binding on the heirs, permitted assigns and successors in title of the Parties hereto.

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

SIGNED by )  
for and on behalf of )  
NTT MSC SDN BHD )  
in the presence of: )  
.....  
Name:  
NRIC/Passport No:  
Designation:

.....  
Witnessed by:  
Name:  
NRIC/Passport No:

SIGNED by )  
for and on behalf of )  
[ ] )  
in the presence of: )  
.....  
Name:  
NRIC No:  
Designation:

.....  
Witnessed by:  
Name:  
NRIC No:

**(This is the signing page for the Confidentiality and Non-Disclosure Agreement)**

## SCHEDULE B

### Access Service Description

#### PART I: NETWORK CO-LOCATION SERVICE

##### 1. Types of Network Co-Location Service

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

- (i) physical co-location which refers to the provision of space at NTT MSC's premises to enable the Access Seeker to install maintain equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of NTT MSC. Physical co-location includes physical space, power, environmental services ( such as heat, light, ventilation and air-conditioning ), security, site and maintenance and access for the personnel of the Access Seeker; and
- (ii) virtual co-location, which refers to the provision of facilities or services at NTT MSC's premises to enable the acquisition by the Access Seeker of Facilities and Services, where equipment is owned and maintained by NTT.

##### 2. Pre-requisites for Applying for Network Co-Location Services

- (a) NTT MSC shall not be obliged to provide Network Co-Location at the designated premises ("Designated Premises") in accordance with the terms of the Access Agreement unless:
  - (i) NTT MSC
    - (A) is the legal owner of the Designated Premises
    - (B) has exclusive rights of use of the Designated Premises pursuant to a lease or tenancy agreement and NTT MSC has been granted the requisite approval by the owner or landlord of the Designated Premises to permit the Access Seeker to use space for physical co-location in accordance with the terms herein contained;
  - (ii) The Access Seeker has the appropriate license under the Act and its subsidiary legislation to operate the service for the purpose for which the equipment is to be installed and other approvals from relevant authority, where required;
  - (iii) there being sufficient space at the Designated Premises; and
  - (iv) that it is not technically infeasible to implement Network Co-Location at the Designated Premises.
- (b) Network Co-Location Service shall be subscribed concurrently with Internet Interconnection Services.

##### 3. Duration

- (a) Network Co-Location at the Designated Premises, agreed between the Operators, shall be for a fixed period of [3] years and may be further renewed subject to the mutual agreement of the Operators. The Access Seeker shall within [6] months prior to the expiry of the term of the Network Co-Location at the Designated Premises notify NTT MSC whether it wishes to renew the term.
- (b) The term of the Network Co-Location shall commence on the earlier of the following:



- (i) the date physical possession at the co-located space at the Designated Premises is made available by NTT MSC; or
  - (ii) the date the Access Seeker takes physical possession of the co-located Space.
- 4. Where applicable the terms and condition of Section 5.13 of the MSA shall be applicable to Network Co-Location Services.
  - 5. The specific terms and conditions of Network Co-location shall be as stipulated in the Access Agreement.
  - 6. Pricing
  - 6.1 The below sets out the pricing which would be applicable to Network Co-Location Service unless otherwise expressly stated.

The pricing for space will be as per mandated as below in Ringgit Malaysia (RM).

Types of Pricing	2013	2014	2015	2016	2017
Physical Co-Location :					
Space	201.92	216.73	233.00	233.00	233.00

Pricing is inclusive of the following service:

- (a) environmental services (heat, light, ventilation and air-conditioning);
  - (b) site survey (on average);
  - (c) ongoing maintenance but do not include site specific preparation or additional facilities.
- 6.2 For purposes of clarification, other pricing and their pricing principles which would be applicable to Network Co-Location will be on a commercial basis.

**[ The remainder of this page is intentionally left blank ]**

## **PART II. INTERNET INTERCONNECTION SERVICE**

### **1. Service Description**

Internet Interconnection Service is a Facility and/or Service for the carriage of data in digital form which between one or more POI at a BGR of NTT MSC's Network and the IP addresses directly connected to NTT MSC's Network.

### **2. Availability of Internet Interconnection Service**

2.1 Commencing from 1 January 2011 any Access Seeker who request for Internet Interconnection Service, may be provided on commercially negotiated terms and conditions.

2.2 NTTMSC will continue to provide Internet Interconnection Services to Access Seekers who are already provided with such service until the same is discontinued in accordance with the MSA. However, customers of the Access Seekers will not be provided new Internet Interconnection Service unless commercially agreed by NTT MSC.

3. Where the Access Seeker requires Network Co-Location Services together with Internet Interconnection Service, the Access Seeker shall also subscribe for Network Co-Location Services and the terms and conditions for Network Co-Location Service shall apply.

4. Where relevant the Internet Interconnection Services requirements set out in Section 5.22 of the MSA.

5. The specific terms and conditions for Internet Interconnection Service shall be as stipulated in the Access Agreement.

### **6. Pricing**

Global IP Transit Services

<b>Port Charges at NTT MSC (Cyberjaya)*</b>	<b>US Dollars per Mbps (1 USD = 4.2344 MYR)</b>
<ul style="list-style-type: none"><li>Access port charges</li></ul>	~ 50

\* excludes other charges such as international IPLC, local last-mile access line or backhaul.

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## **PART III: INFRASTRUCTURE SHARING SERVICES**

### **1. Service Description**

- 1.1 The Monopole i.e. the Infrastructure Sharing Service comprises the provision of physical access, which refers to the provision of space at specified Tower and Associated Tower Site to enable an Access Seeker to install and maintain its Equipment.
- 1.2 A monopole differs from a regular telecommunications tower in that it is much lower and has limited space to mount antennas.

### **2. Pre-requisite for Applying for the Infrastructure Sharing Services**

- 2.1 NTTMSC offers a fixed land/space for Access Seekers to build their nodes next to the monopole, whereby a standard tenancy comes with 1 Microwave dish and 3 antennas. Access Seekers should take note that the maximum diameter of any dishes installed should not exceed 1.2 metres.
- 2.2 Each installation of such equipment is subject to written consent from NTT MSC. The Access Seeker shall give reasonable period of prior written notice to NTT MSC before commencement of any installation of the said equipment to the land/space. The Access Seeker shall ensure that the Equipment installed at the Tower and/or the Associated Tower Site shall be as per the Technical Specifications. All new future microwave dish and/or antennas which are planned to be installed must be submitted to NTT MSC together with the Technical Specifications for its approval.
- 2.3 Access Seekers are required to have an independent electrical meter installed to monitor their electricity usage.
- 2.4 The Access Seekers shall not assign the Infrastructure Sharing Services or resell or part with the possession or the occupation or the use the Services, or part thereof, without the prior consent in writing of NTTMSC, such consent may be granted or withheld in the absolute discretion of NTT MSC based on this ARD.
- 2.5 The Infrastructure Sharing for the Services hereunder shall be for a minimum period of three (3) years unless mutually agreed between NTT MSC and Access Seeker.
- 2.6 The Access Seeker shall be provided access to the respective Tower and Associated Tower Site in accordance with the standard access procedures of NTT MSC.
- 2.7 The specific terms and conditions for the Infrastructure Sharing Service shall be as stipulated in the Access Agreement.

### **3. Pricing**

<b>Cabin Space/Monopole Rental</b>	<b>Ringgit Malaysia (RM)</b>
<ul style="list-style-type: none"><li>A land size of 10' x 15' with a 100Amp AC TNB power capacity for Celcos node only (no genset)</li></ul>	5,200.00
<ul style="list-style-type: none"><li>One-Time Charge (project management fees )</li></ul>	5,200.00
<ul style="list-style-type: none"><li>A refundable construction security deposit ( which shall be refunded within 45 days upon completion of the handover and where no damage is caused to NTT MSC's land)</li></ul>	5,200.00

• 3 Months Deposit of Rental & Utilities	MRC x 3
<b>Tenancy</b>	<b>Ringgit Malaysia (RM)</b>
• Each additional antenna measuring less than 1.2 meters or 0.6 meters (where applicable) in diameter	700.00/month
• Monthly Recurring Charges (MRC) depending on the land/cabin sizes	In accordance to the applicable tenancy agreement between the parties

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## SCHEDULE C

### TECHNICAL AND OPERATIONAL MATTERS

#### PART I - MANUALS

#### 1. General

##### 1.1 The Operators will:

- (a) use their reasonable endeavors to within four (4) weeks from the date of the Access Agreement negotiate, agree and document as soon as reasonably practicable the appropriate manuals which the Operators deem necessary to establish pursuant to the Access Agreement;
- (b) comply with the operational procedures and methods set out in the manuals ; and
- (c) where such procedures and methods have not been agreed, negotiate operational procedures and methods,

in relation to:

- (1) the planning, ordering, provisioning and delivery pf the relevant network services;
- (2) the management of the relevant network services including:
  - (i) Network operations in the event of Network failure, congestion and blockage; and
  - (ii) Ensuring that the Operator's Network are adequately protected from harm;
- (3) test procedures and other technical and operational matters relating to the provision of Facilities and Services;
- (4) the handling of Customer operations ; and
- (5) such other matters as NTT MSC determines

1.2 Where relevant, the content obligations set out in Section 5.5 to 5.13 of the MSA Determination shall be applicable and shall be documented in the relevant Manuals.

#### PART II - FORECASTING

#### 1. General

1.1 Part II of Schedule C sets out forecasting procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the forecasting obligations set out in section 5.6 of the MSA Determination shall be applicable.

### **PART III - ORDERING AND PROVISIONING**

#### **1. General**

1.1 **Part III of Schedule C** sets out ordering and provisioning procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the ordering and provisioning obligations set out in Section 5.7 of the MSA Determination shall be applicable.

### **PART IV - NETWORK CONDITIONING**

#### **1. General**

1.1 **Part IV of Schedule C** sets out network conditioning procedures that are applicable in relation to the provision of Facilities and Services.

1.3 Where relevant, the network conditioning obligations set out in Section 5.8 of the MSA Determination shall be applicable.

### **PART V - POINT OF INTERFACE AND DECOMMISSIONING**

#### **1. General**

1.1 **Part V of Schedule C** sets out point of interface and decommissioning procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the point of interface procedures and decommissioning obligations set out in Sections 5.9 and 5.10 of the MSA Determination shall be applicable.

### **PART VI - NETWORK CHANGE**

#### **1. General**

1.1 **Part VI of Schedule C** sets out the network change procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the network change obligations set out in Section 5.11 of the MSA Determination shall be applicable.

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

#### **1. General**

1.1 **Part VII of Schedule C** sets out the network facilities access and co-location procedures that are applicable in relation to the provision of Facilities and Services.

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

### **PART VIII- OPERATIONS AND MAINTENANCE**

**1. General**

1.1 **Part VIII of Schedule C** sets out the operations and maintenance procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the operations and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.

### **PART IX- CHURN OBLIGATIONS**

**1. General**

1.1 **Part IX of Schedule C** sets out the churn procedures that are applicable in relation to the provision of network facilities and network services.

1.2 Where relevant, the churn obligations set out in Section 5.18 of the MSA Determination shall be applicable.

### **PART X-OTHER TECHNICAL MATTERS**

**1. General**

1.1 **Part X of Schedule C** sets out the other technical matters and procedures that are applicable in relation to the provision of Facilities and Services.

1.2 Where relevant, the technical obligations set out in Section 5.16 of the MSA Determination shall be applicable.

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## SCHEDULE D

### INDEX TO FORMS

- Form 1 - Preliminary Request
- Form 2 - Access Request (Standard Service Provisioning)
- Form 3 - Access Request (Fast Track Service Provisioning)
- Form 4 - Access Request Acceptance - NTT MSC Offer
- Form 5 - Access Request Acceptance - Negotiation Form
- Form 6 - Request for Further Information
- Form 7 - Access Request Rejection Notice

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**FORM 1**

**PRELIMINARY REQUEST FORM**

**I) ACCESS SEEKERS DETAILS**

(a) Name of Company and Company Number:

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(b) Registered Address:

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(c) Telephone No:

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(d) Fax No:

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(e) Licenses in possession:

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

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**II) ACCESS SEEKERS NOMINATED CONTACT PERSONNEL DETAILS**

(a) Name: \_\_\_\_\_

(b) Designation: \_\_\_\_\_

(c) Telephone No : \_\_\_\_\_

(d) Facsimile No : \_\_\_\_\_

(e) E-mail address: \_\_\_\_\_



**FORM 2**

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

**I) ACCESS SEEKERS DETAILS**

(a) Name of Company and Company Number:

---

(b) Registered Address:

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---

(c) Telephone No:

---

(d) Fax No:

---

(e) Licenses in possession:

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

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**II) ACCESS SEEKERS NOMINATED PERSONNEL DETAILS**

(a) Name of Team Leader \*: \_\_\_\_\_

(b) Designation: \_\_\_\_\_

(c) Telephone No: \_\_\_\_\_

(d) Facsimile No: \_\_\_\_\_

(e) E-mail address: \_\_\_\_\_

(\* Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker subject to the final approval being given by the Board of Directors of the Access Seeker)

**III) TECHNICAL DETAILS**

(a) Forecast of Capacity required: \_\_\_\_\_

(b) Quality of Service required: \_\_\_\_\_  
\_\_\_\_\_

(c) Technical Information on Interface Standards: \_\_\_\_\_  
\_\_\_\_\_

(d) Network and functionality of Services: \_\_\_\_\_  
\_\_\_\_\_

**IV) TYPES OF SERVICES**

(a) Nature of Services:  
\_\_\_\_\_  
\_\_\_\_\_

(b) Detailed Description of Access Sought:  
\_\_\_\_\_  
\_\_\_\_\_

(c) Expected Ready For Service Date:  
\_\_\_\_\_  
\_\_\_\_\_

**V) TYPES OF FACILITIES**

(a) Nature of Facilities:  
\_\_\_\_\_  
\_\_\_\_\_

(b) Types of Facilities:  
\_\_\_\_\_  
\_\_\_\_\_

(c) Location of Facilities:  
\_\_\_\_\_  
\_\_\_\_\_

(d) Detailed Description of Access Sought:

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(e) Expected Ready For Service Date:

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**VI) CREDITWORTHINESS**

- (a) Audited Accounts (provided that it predates no more than 3 months from this Access Request Form);
- (b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or
- (c) Other documents.

**VII) INSURANCE**

The types of insurance currently maintained:

(a) Types of insurance:

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(b) Names of insurer:

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(c) Reference Nos:

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(d) Interests insured:

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(e) Parties insured:

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(f) Amount insured:

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(g) Premiums:

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(h) Period of validity:

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**VIII) SECURITY**

Types of security offered:-

(a) Cash: \_\_\_\_\_

(b) Bank: \_\_\_\_\_



## FORM 3

### ACCESS REQUEST FORM (Fast Track Provisioning)

#### I) ACCESS SEEKERS DETAILS

(a) Name of Company and Company Number:

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(b) Registered Address:

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(c) Telephone No:

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(d) Fax No:

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(e) Licenses in possession:

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

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#### II) TYPES OF SERVICES

(a) Nature of Services:

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(b) Detailed Description of Access Sought:

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(c) Expected Ready For Service Date:

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### III) TYPES OF FACILITIES

(a) Nature of Facilities:

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(b) Types of Facilities:

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(c) Location of Facilities:

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(d) Detailed Description of Access Sought:

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(e) Expected Ready For Service Date:

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### IV) CREDITWORTHINESS

- (a) Audited Accounts (provided that it predates no more than 3 months from this Access Request Form);
- (b) Letter of good standing from Licensed Financial Institution in Malaysia; and/or
- (c) Other documents.

### V) INSURANCE

The types of insurance currently maintained:

(a) Types of insurance:

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(b) Names of insurer:

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(c) Reference Nos:

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(d) Interests insured:

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(e) Parties insured:

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(f) Amount insured:

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(g) Premiums:

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(h) Period of validity:

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## FORM 5

### ACCESS REQUEST ACCEPTANCE- NEGOTIATION FORM

We write to inform you that in respect to your Access Request dated [ \_\_\_\_\_ ], as you have indicated that you wish to negotiate the specific terms and conditions of the access agreement, please be informed that we are willing to enter into such negotiations wherein **Section 5** of the NTT MSC-ARD shall apply.

In respect of these negotiations:

#### **I) NTT MSC's NOMINATED CONTACT PERSONNEL DETAILS**

- (a) Name of Team Leader \*: \_\_\_\_\_
- (b) Designation: \_\_\_\_\_
- (c) Telephone No: \_\_\_\_\_
- (d) Facsimille No: \_\_\_\_\_
- (e) E-mail address: \_\_\_\_\_
- (f) Detailed availability for Access discussions: \_\_\_\_\_

(\* We confirm that the Team Leader shall have the authority to make binding representations, concessions and accept proposals on behalf of the Access Seeker, subject to the final approval being given by the Board of Directors of NTT MSC.)

#### **II) DATE TIME AND VENUE**

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

- (a) Date: \_\_\_\_\_
- (b) Time: \_\_\_\_\_
- (c) Venue: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

Yours faithfully,

\_\_\_\_\_  
NTT MSC Sdn. Bhd.



**FORM 7**

**ACCESS REQUEST REJECTION NOTICE**

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

**I) GROUNDS OF REJECTION**

[ ]

**II) MEETING TO DISCUSS REJECTION**

The date, place and time at which you may meet to discuss our decision is as follows:

- (a) Date: \_\_\_\_\_
- (b) Time: \_\_\_\_\_
- (c) Venue: \_\_\_\_\_

**III) NTT MSC'S REPRESENTATIVES FOR MEETING**

- |            |                  |
|------------|------------------|
| (a) Names: | (b) Designation: |
| _____      | _____            |
| _____      | _____            |
| _____      | _____            |

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200

Yours faithfully,

\_\_\_\_\_  
NTT MSC Sdn. Bhd.