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SACOFA

14th MAY 2010

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CHAPTER 1 – INTRODUCTION

- 1.1 This Access Reference is made by SACOFA Sdn Bhd (Company No: 552905-P) ("SACOFA"), a company incorporated under the laws of Malaysia and having its registered office at Lot 367, Jalan Satok, 93400 Kuching, Sarawak on 1 September 2009 pursuant Ministerial Direction to Determine to Determine a Mandatory Standard on Access, Direction No. 2 of 2003, the Malaysian Communication and Multimedia Commission issued 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) which came into effect on 2 February 2009.
- 1.2 This Access Reference Document is hereby referred to as SACOFA's ARD.
- 1.3 The MSA Determination deals with access to network facilities and network services included in the Access List and sets out the obligations that apply to Operators concerning various access issues which include:
- (a) Disclosure obligations (Section 5.3 of the MSA);
 - (b) Negotiation obligations (Section 5.4 of the MSA); and
 - (c) Content obligations (Section 5.5 of the MSA).
- 1.4 Pursuant thereto SACOFA is required to prepare and maintain an Access Reference Document in relation to the Facilities and Services on the Access List Determinations which it provides to itself or third parties, are consistent with the MSA Determinations and where applicable, the rights and obligations set out in MSA Determination shall be applicable to SACOFA's ARD.
- 1.5 The access to be provided by SACOFA to be consistent with the obligations under section 4.1.1 of the MSA Determination and section 149 the Act and on an equitable and non-discriminatory basis.
- 1.6 SACOFA may offer network facilities, network services and applications services within and outside Malaysia.
- 1.7 For the purposes of clarification, if the Access Seeker requests services outside SACOFA's ARD, the terms and conditions for the provision of such services shall not be governed by SACOFA's ARD, SACOFA and the Access Seeker will:
- (a) negotiate in good faith in relation to such terms and conditions; and
 - (b) enter into and conduct negotiations in a timely manner.
- 1.8 **Additional Services**
In addition, the Operators are free to consider SACOFA's ARD when negotiating the terms and conditions for the supply of other network facilities or network services that are not listed in the Access List.
- 1.9 **Making the Access Reference Document**
- SACOFA's ARD comes into force and takes effect immediately from the date referred to in **Section 1.1.1** and continues until the earlier occurrence of:
- (a) the expiry of the ARD Term; or
 - (b) a Review; or
 - (c) withdrawal in accordance with this SACOFA's ARD.

SACOFA's ARD has no effect on contractual arrangements for the supply of Facilities and Services by SACOFA to an Access Seeker prior to the Commencement Date unless and until such contractual arrangement is subsequently renegotiated and agreed between the Operators.

- 1.10 SACOFA shall, within **ten (10)** Business Days of making any amendment to the SACOFA's ARD, provide a copy of the amendments, or an amended copy of SACOFA's ARD to:
- (a) the Access Seeker who is being provided with access to network facilities or network services listed on the Access List under SACOFA's ARD; and
 - (b) the Access Seeker who has requested SACOFA's 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.
- 1.11 If the Commission revokes, varies or replaces the Access List Determination relating to the network facilities or network services listed on the Access List under section 56 of the Act, SACOFA may, by giving written notice to all Access Seekers to whom it is supplying network facilities or network services under SACOFA's ARD, withdraw or replace SACOFA's ARD with effect from a date no earlier than the effective date of the Commission's revocation.
- 1.12 SACOFA shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it withdraws or varies SACOFA's ARD pursuant to **Section 1.11**.
- 1.13 In addition to **Section 1.12** above, SACOFA may give the Access Seekers to whom it is supplying network facilities and network services under SACOFA's ARD a notice of a variation or replacement of SACOFA's ARD to effect such variations that are necessary or appropriate in the event of:
- (a) the occurrence of a Legislative Event that materially affects the rights or obligations of SACOFA under SACOFA's ARD; or
 - (b) the occurrence of a Regulatory Event that relates to SACOFA; or
 - (c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.
- 1.14 Notwithstanding **Sections 1.11, 1.12** and **1.13** above, SACOFA may subject to **Section 1.10** above, replace SACOFA's ARD at any time.
- 1.15 Subject to **Section 1.16**, SACOFA's ARD shall be made available to an Access Seeker:
- (a) on written request, at SACOFA principal place of business; and
 - (b) on a publicly accessible website.
- 1.16 Prior to the provision of SACOFA's ARD to the Access Seeker, the Access Seeker shall be required to enter into a Confidentiality Agreement.
- 1.17 Any communication in respect of SACOFA's ARD should be made in writing to:-

Attention: Managing Director/Chief Executive Officer
Address: SACOFA Sdn Bhd
Lot 367, Jalan Kulas/Satok
Section 5, KTL D
93400 Kuching
Facsimile: 082-239353
Email: betty@SACOFA.com.my

CHAPTER 2 – INTERPRETATION

2.1 The following words have these meanings in this SACOFA's ARD unless the contrary intention appear:-

2.2 **"Act"** means the *Communications and Multimedia Act 1998*.

"Access Agreement" means:

- (a) a Model Access Agreement: or
- (b) an agreement which is commercially negotiated between the Operators based on the AAT,

whereby SACOFA provides requested Facilities or Services listed in the Access List Determination to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

"Access Charge" means a charge paid by the Access Seeker to SACOFA for accessing the Facilities and/or Services listed on the access List Determination provided by SACOFA.

"Access List" means the list of Facilities or Services determined by the Commission under section 146 of the Act.

"Access List Determination" means the Commission Determination on Access List, Determination No. 1 of 2005; which came into operation on 1 July 2005 or as amended from time to time.

"ARD Term" means the period of three years from the date set out in Section 1.1 or such other period as may be specified by SACOFA from time to time.

"Access Request" means a request for access to Facilities or Services on the Access List Determination made by the Access Seeker to SACOFA and containing the information in Section 4.1.3.

"Access Seeker" means an Operator who:

- (a) is a network facilities provider, network services provider, application service provider or content application service provider and who is a licensee as defined in the Act; and
- (b) makes a written request for access to Facilities or Services listed in the Access List Determination.

"Associated Tower Sites" is the space and the land owned, leased or tenanted by SACOFA surrounding or on which the tower or towers are sited and where the Access Seeker may place its cabin or outdoor equipment including space required for cable gantry connecting to the tower and generator-set.

"Bank Guarantee" means the guarantee executed and to be granted to SACOFA on behalf of the Access Seeker by a bank approved by SACOFA pursuant to **Section 4.3**.

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

“Billing Period” means the period over which the supply of access to Facilities or Services is measured for the purposes of billing as contemplated in Chapter 6, which shall be more than **thirty one (31)** days and in accordance with the relevant calendar month, unless otherwise agreed between the Operators.

Business Day” means a day other than a Saturday and Sunday or in states where Friday is observed as the weekly holiday, Thursday and Friday or a day which is lawfully observed as a national public holiday on the same day around Malaysia; .

“Charges” means the sums payable by the Access Seeker to SACOFA for the provision of Facilities or Services listed in the Access List Determination.

“Commencement Date” means the date on which the Operators enter into the Access Agreement or such other date as agreed between the Operators.

“Commission” means the Malaysian Communication and Multimedia Commission established under the Malaysian Communication and Multimedia Commission Act 1998.

“Communication” means any communication, whether between persons and person, things and things, or persons or things in the form of sound, data, text, visual image, signals, or any other form or any combination of those forms and, where the context permits, includes a Communication Attempt.

“Communication Information” means information in respect of Communications made during the Billing Period which may be required by SACOFA and to be specified for each Facility or Service provided under Chapter 6 (Billing & Settlement).

“Communications Service” means the network facilities, network services, application services and/or content application services provided by the Operator, as the case may be, pursuant to its Licence(s).

“Confidentiality Agreement” means a confidential agreement entered into between the Operators in accordance with Section 5.3.7 of the MSA Determination.

“Creditworthiness Information” means the information required by SACOFA to assess the creditworthiness of the Access Seeker which are more particularly described in **Section 4.2** of SACOFA's ARD and such other information as may be required from time to time.

“Customer” means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of communications services and, in the case of Equal Access (PSTN) Service, such person having a contractual relationship with the Access Seeker and accessing that Access Seeker's Network by means of, inter alia, dialling the CSC for the purposes of procuring Communication Service.

“Determination” means any lawful determination made by the Commission and/or the Minister, pursuant to the Act.

“Direction” means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act.

“Transmission Service” shall have the meaning as defined in **Part I** of **Schedule A**.

“**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 with the Commission under Section 150 of the Act in its entirety (and such registration is notified in writing to the Operators).

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

“**Facilities**” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications services.

“**Facilities Access**” means a Service for the provision of access to Facilities listed on the Access List Determination, pursuant to **Parts I and II of Schedule A**.

“**Fast Track Application Service**” means a Facility or Service that is subjected to the fast track application process which is more particularly set out in **Section 4.9.1**.

“**Fast Track Security Sum**” means the security:

- (a) either in the form of a Bank Guarantee or cash, deposited with SACOFA for the Fast Track Application Service pursuant to **Section 4.9**; and
- (b) which amount is **Ringgit Malaysia Fifty Thousand (RM50,000)** only for each Facility or Service for which access is sought.

“**Infrastructure Sharing**” shall have the meaning as defined in **Part II of Schedule A**.

“**Instrument**” means any lawful instrument which is issued by the Commission pursuant to the Act.

“**Insurance Information**” means the insurance information required by SACOFA pursuant to **Section 4.4**.

“**Interconnect Steering Group**” or “**ISG**” means the inter-operator relations group established by the Operators.

“**Invoice**” means the invoice for amounts due in respect of the supply of requested Facilities or Services listed in the Access List Determination during a Billing Period.

“**IP**” or “**Internet Protocol**” means network-layer (Layer 2) protocol, as defined by the Internet Engineering Task Force, that contains addressing information and some control information that enables packets to be routed.

“**ITU-T**” means the Telecommunications Standardisation sector of the International Telecommunications Union (previously known as CCITT).

“**Legislative Event**” means:

- (a) the enactment, amendment, replacement or repeal of the Act;
- (b) the enactment, amendment, replacement or repeal of the rules promulgated pursuant to sections 104 and 105 of the Act in respect of mandatory standards;

- (c) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which SACOFA is required or obliged to comply;
- (d) the making of a determination, direction or finding by the Commission, the Minister or a court of law that all or any part of SACOFA's ARD contravenes any provision of any law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event.

"Licence" means an individual licence granted by the Minister pursuant to the Act for Communications Services.

"Manuals" means the Technical and Implementation Manual, the Operations and Maintenance Manual and other manuals which the Operators establish pursuant to the Access Agreement.

"Minister" means the Minister of Energy, Communications and Multimedia or, if different, the Minister administering the Act.

"Model Access Agreement" means the model agreement entered into pursuant to:

- (a) an Access Request made in accordance with **Sections 4.1 to 4.8** (also referred to as **"Access Agreement Template"** or **"AAT"**); or
- (b) a fast track application process made in accordance with **Section 4.9** (also referred to as **"Fast Track Access Agreement"** or **"FTAA"**); and which contains the terms and conditions based on SACOFA's ARD.

"Network" means network facilities and/or network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both.

"Operators" means SACOFA and the Access Seeker collectively;

"Other Operator" means either

- (a) SACOFA; or
- (b) the Access Seeker,

as the context requires.

"QOS" means quality of service.

"QOS Standards" means the QOS standards in respect of certain services set out in the appropriate Manual to the Access Agreement.

"Regulatory Event" means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of a lawful direction to SACOFA by the Commission relating to SACOFA's ARD; or
- (c) the giving of a lawful direction to SACOFA by the Minister relating

to SACOFA's ARD.

"Review" means a review of the MSA Determination pursuant to Section 6.5 of the MSA Determination

"RM" means Ringgit Malaysia which shall be the monetary currency used in SACOFA's ARD unless otherwise provided.

"Security Sum" means the security:

- (a) either in the form of a Bank Guarantee or cash, deposited with SACOFA for the supply of Facilities or Services listed on the Access List Determination which is more particularly described in **Section 4.3**; and
- (b) as stated under the respective Facilities or Services.

"Services" means network services and/or other services which facilitate the provision of network services or applications services, including content applications services.

"Service Ordering Procedures" means the procedures governing the forecasting, planning and ordering of relevant Facilities and Services listed in the Access List Determination as set out in the relevant Manuals.

"Standard Access Obligations" has the meaning prescribed in Section 149 of the Act.

"Technical Specifications" means any technical parameters, specifications and procedures applicable to Interconnection of the Operators' Networks and provision of Facilities and/or Services documented in the Manuals to the Access Agreement.

"SACOFA" means SACOFA Sdn Bhd and in SACOFA's ARD, is SACOFA unless otherwise stated.

2.2 In SACOFA's ARD except where the contrary intention appears;

- (a) the singular includes the plural and vice versa; and
- (b) a document includes all amendments or supplements to that document, or replacements or novations of it; and
- (c) a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith; and
- (d) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
- (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
- (f) if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to acts that have to be done or to be done by or on or before a particular day or Business Day means by or on or before the close of business at 5.00pm on that particular day or Business Day; and

- (g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 1965; and
- (h) a reference to a third person is a reference to a person who is not a party to this ARD; and
- (i) headings are included for convenience and do not affect the interpretation of SACOFA's ARD.

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CHAPTER 3 – PRINCIPLES OF ACCESS AND INTERCONNECTION

3.1 Services

- 3.1.1 Subject to **Section 1.3.6**, SACOFA's ARD applies only to Facilities or Services listed on the Access List Determination.
- 3.1.2 The service description and the charges and charging principles for each of the Facilities and Services are set out in **Schedule A**.
- 3.1.3 The technical and operational matters for all of the Facilities and Services are set out in **Schedule B**.

3.2 Eligibility for Access to Services

- 3.2.1 SACOFA 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 Facilities or Services listed in the Access List Determination which are set out in SACOFA'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 or Services listed in the Access List Determination which are set out in SACOFA's ARD where the Access Seeker has been granted (i) an individual network facilities provider licence and (ii) an individual network services provider licence and (iii) an individual content applications services provider licence, and such individual licences are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing) Regulations 2000*, as amended in any way:
 - (a) by reference to the type of network facilities, network services and/or content 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 content applications services.
- 3.2.3 An Access Seeker may not request for access to the Facilities or Services listed in the Access List Determination where the requested Facilities or 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 Commissions (and its predecessor), where SACOFA provides the Access Seeker with access to the Facilities or Services listed in the Access List Determination pursuant to **Section 3.2.1**, the charges for the requested Facilities or Services shall be negotiated between the Operators.

3.3 Principles of Access and Interconnection

- 3.3.1 SACOFA shall subject to **Section 3.2**, if requested to do so by an Access Seeker, supply a Facility or Service listed in the Access List Determination to the Access Seeker on reasonable terms and conditions.

3.3.2 In supplying a Facility or Service listed in the Access List Determination, SACOFA must treat an Access Seeker on a non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of a Service.

3.3.3 Principles of non-discrimination

3.3.3.1 The access provided by SACOFA to the Access Seeker shall be consistent with:

(a) section 149(2) of the Act; and

(b) the principles set out in sections 4.1.5 and 4.1.6 of the MSA Determination.

3.3.4 Customer Principles

3.3.4.1 SACOFA shall observe and comply with the customer relationship principles set out in section 4.3 of the MSA Determination.

CHAPTER 4 – ACCESS REQUEST PROCEDURES

4.1 Application for Access to Services

- 4.1.1 An Access Seeker shall request SACOFA to supply Facilities or Services listed in the Access List Determination to it by serving an Access Request on SACOFA.
- 4.1.2 The purpose of such Access Request is to provide SACOFA with sufficient information to assess the Access Seeker's request for the supply of Facilities or Services listed in the Access List Determination under SACOFA's ARD.
- 4.1.3 The Access Request must:
- (a) contain the name and contact details of the Access Seeker;
 - (b) specify the Facilities or Services listed in the Access List Determination in respect of which access is sought;
 - (c) indicate whether the Access Seeker wishes to accept SACOFA's ARD or negotiate an Access Agreement;
 - (d) contain the information (if any) as set out in Section 5.3.6 of the MSA Determination that the Access Seeker reasonably requires SACOFA to provide for the purposes of the access negotiations;
 - (e) contain **two (2)** copies of confidentiality agreement properly executed by the Access Seeker in the form prescribed by SACOFA;
 - (f) specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to SACOFA's disclosed provisioning cycle and forecasting procedures as described in **Schedule C**;
 - (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 SACOFA's Network;
 - (h) contain confirmation that the Access Seeker is not currently being supplied with the requested Facility or Service listed in the Access List Determination or if so, the reasons for the additional request for the said Facility or Service;
 - (i) specify the type of communications licences held by the Access Seeker and a copy of the licence where a copy had not been previously provided;
 - (j) contain Creditworthiness Information as set out in **Section 4.2**;
 - (k) be accompanied by a Security Sum as set out in **Section 4.3**;
 - (l) contain Insurance Information as set out in **Section 4.4**;
 - (m) contain relevant technical information relating to the interface standards of the Access Seeker; and
 - (n) contain such other information that SACOFA may reasonably request.

4.2 Creditworthiness Information

4.2.1 The Creditworthiness Information that is required to accompany an Access Request include but shall not be limited to:

- (a) a letter stating that the Access Seeker is not insolvent;
- (b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement;
- (c) latest bank statement of the Access Seeker's principal account; and
- (d) such other information as may be reasonably requested by SACOFA provided that such information are information which are publicly available;

4.3 Security Sum

4.3.1 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.

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

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 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 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 SACOFA.

4.5 Processing of Access Request

4.5.1 Acknowledgement of Receipt of Access Request

SACOFA 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:

- (a) Subject to **Section 4.5.3**, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) indicate whether it is willing to provide access to Facilities or Services listed in the Access List Determination in accordance with SACOFA's ARD.

Subject to the additional information being received by SACOFA within **twenty (20)** Business days from the date of request, SACOFA shall reconsider the Access Request in accordance with this **Section 4.5.1** upon receipt of such additional information.

4.5.2 Non-refundable processing fee

4.5.2.1 Subject to **Section 4.5.2.2**, SACOFA may charge an Access Seeker a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request.

4.5.2.2 The non-refundable processing fee is only applicable to requested Facilities and Services listed in the Access List Determination that can be offered and made available by SACOFA.

4.5.2.3 Unless otherwise advised in writing by SACOFA, the non-refundable processing fees for the respective Facilities and Services listed in the Access List Determination are set out in **Annexure 2**. Processing Fees for Facilities and Services not currently specified in **Annexure 2** will be mutually agreed by the Operators from time to time.

4.5.2.4 In the event that additional and non-routine work is required in order to process the Access Request, SACOFA may charge a separate fee for undertaking such additional work. If the Access Seeker does not proceed with the Access Request accepted by SACOFA, the processing fee will not be refunded to the Access Seeker.

4.5.2.5 The processing fee will be set-off against the Charges for the requested Facilities and Services upon acceptance of the Access Request by SACOFA pursuant to **Section 4.8**.

4.5.3 Resources charge

In accordance with Section 5.7.28 of the MSA Determination SACOFA may charge an Access Seeker a resources charge to be determined by reference to the costs incurred by SACOFA for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities and Services for the purposes of interconnection.

4.5.4 Request for information

SACOFA shall comply with Section 5.4.16 of the MSA Determination where it requests additional information from the Access Seeker pursuant to **Section 4.5.1(a)**.

4.6 Assessment of Access Request

4.6.1 Reasons for Refusal

Without limiting any other grounds that may be relied upon under the Act, SACOFA may refuse to accept an Access Request for the supply of a Facility or Service listed on the Access List Determination and accordingly may refuse to supply that Facility or Service to the Access Seeker for any of the following reasons:

- (a) in SACOFA's reasonable opinion, the Access Seeker's Access Request was not made in good faith and SACOFA shall set out the basis on which the Access Request was not made in good faith;
- (b) in SACOFA's reasonable opinion, the Access Request does not contain the information reasonably required by SACOFA's ARD provided that SACOFA has sought the information from the Access Seeker under **Section 4.5.1** of SACOFA's ARD and has not received that information within **twenty (20)** Business Days of making such a request;
- (c) SACOFA does not currently supply or provide access to the requested Facilities or Services listed in the Access List Determination to itself or to any third parties, except where the Access Seeker compensates SACOFA for the supply of access to such Facilities or Services;
- (d) it is not technically feasible to provide access to the requested Facilities or Services listed in the Access List Determination;
- (e) SACOFA has insufficient capacity to provide the requested Facilities or Services listed in the Access List Determination;
- (f) there are reasonable grounds in SACOFA's opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Facility or Service listed in the Access List Determination;
- (g) there are reasonable grounds in SACOFA's 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 Facilities or Services listed in the Access List Determination; or
- (h) there are reasonable grounds for SACOFA to refuse access in the national interest.

4.6.2 Determination of technical infeasibility

For the purpose of determining technical infeasibility in **Section 4.6.1(d)**, the Operators shall comply with Section 5.4.17 of the MSA Determination.

4.6.3 Determination of capacity constraints

For the purpose of determining capacity constraints in **Section 4.6.1(e)**, the Operators shall comply with Section 5.4.18 of the MSA Determination.

4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities or Services listed in the Access List Determination

Examples of reasonable grounds for SACOFA's belief as mentioned in **Section 4.6.1(f)** include evidence that the Access Seeker is not in the reasonable opinion of SACOFA creditworthy.

4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities or Services listed in the Access List Determination

4.6.5.1 Examples of reasonable grounds for SACOFA's belief as mentioned in **Section 4.6.1(g)** include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to Facilities or Services have been provided (whether or not by SACOFA).

4.6.6 Assessment of Creditworthiness

4.6.6.1 In determining the creditworthiness of the Access Seeker, SACOFA may have regard to, but is not limited to the matters referred to in **Section 4.2**.

4.6.6.2 In determining the creditworthiness of the Access Seeker, SACOFA shall not take into account amounts outstanding for Facilities or Services previously provided by SACOFA to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amounts to SACOFA to the extent that there is a *bona fide* dispute in relation to the amounts outstanding by the Access Seeker to SACOFA and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

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

4.7.1 Where SACOFA rejects the Access Request, SACOFA shall:

- (a) notify the Access Seeker in writing within **ten (10)** Business Days from receipt of the Access Request or additional information requested pursuant to **Section 4.5.1**, as the case may be;
- (b) provide reasons for rejection under **Section 4.6** to the Access Seeker;
- (c) provide the basis for SACOFA's rejection of the Access Request; and
- (d) indicate a date and time, not later **seven (7)** Business Days from the date of the notice of rejection, at which representatives of SACOFA will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request SACOFA to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in **Section 4.6.1(e)**, SACOFA must identify when additional capacity is likely to be available.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to **Section 4.7.1(d)**, either Operator may request resolution of the dispute in accordance with **Chapter 7**.

4.8 **Acceptance of Access Request**

4.8.1 Where SACOFA agrees to provide access to Facilities or Services listed in the Access List Determination to the Access Seeker in accordance with SACOFA's ARD, SACOFA shall within **ten (10)** Business Days of such respond under **Section 4.5.1(b)**, provide the Access Seeker with two copies of the executed Model Access Agreement, for execution by the Access Seeker.

- 4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Operators shall comply with the requirements in Sections 5.4.2, 5.4.4, 5.4.9 and 5.4.15 of the MSA Determination in negotiating and concluding an Access Agreement.
- 4.8.3 SACOFA will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service listed in the Access List Determination until:
- (a) a Security Sum has been provided in accordance with **Sections 4.1 and 4.3**; and
 - (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with section 150 of the Act.

4.9 Fast Track Application Process

- 4.9.1 (a) The fast track application process set out in this **Section 4.9** shall be applicable to Transmission Service;
- (b) For the purpose of clarification, where an Access Seeker requests for a Facility or Service that is not listed in **Section 4.9.1** above in addition to a Fast Track Application Service, the fast track application process shall not be applicable and the Access Seeker shall be required to put in an Access Request for the requested Facilities and Services in accordance with **Sections 4.1 to 4.8**.
- 4.9.2 An Access Seeker is only eligible for the fast track application process if it fulfils the following criteria:
- (a) the Access Seeker is duly licensed to provide the Facilities or Services listed in the Access List Determination for which access is sought;
 - (b) the access requirements of the Access Seeker do not in SACOFA's opinion, have a material impact on SACOFA's current level of network resources; and
 - (c) the Access Seeker is willing to accept the terms and conditions for the requested Facilities or Services as stipulated in the Model Access Agreement without negotiation.
- 4.9.3 Subject to **Section 4.9.1**, where an Access Seeker who is eligible for the fast track application process wishes to utilise the fast track application process, the Access Seeker shall:
- (a) forward to SACOFA a duly completed fast track application form which shall contain the following information:
 - (i) the name and contact details of the Access Seeker; and
 - (ii) the Facilities and Services listed in the Access List Determination in respect of which access is sought;
 - (b) deposit a Fast Track Security Sum;
 - (c) pay a non-refundable processing fee as set out in **Annexure 2** to SACOFA for undertaking the necessary administrative work to process the fast track application; and

- (d) lodge with two copies of the signed Model Access Agreement with suggested amendments to the technical matters (if any).
- 4.9.4 SACOFA may reject the Access Seeker's fast track application for the reasons set out in **Sections 4.6.1(c), (f) and (g)**.
- 4.9.5 Where SACOFA accepts the Access Seeker's fast track application, SACOFA:
- (a) may impose a one-off resource charge for allocation of manpower and other resources in accordance with **Section 4.5.3** and
 - (b) shall within **ten (10)** Business Days of receipt of the fast track application, execute the Model Access Agreement.
- 4.9.6 SACOFA will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service until:
- (a) a Fast Track Security Sum has been provided in accordance with **Sections 4.9.3**; and
 - (b) a Model Access Agreement has been executed between the Operators and the Model Access Agreement is registered with the Commission in accordance with section 150 of the Act.
- 4.9.7 For the purpose of clarification, if the Access Seeker wishes to obtain the Fast Track Application Services but is not agreeable to the terms and conditions of the Model Access Agreement, SACOFA is not obliged to process the fast track application further and the Access Seeker shall be required to put in a new Access Request in accordance with **Section 4.1-4.8**.

CHAPTER 5: PROVISION OF INFORMATION

- 5.1 The obligations of each Operator to provide information to the Other Operator are subject to the MSA Determination and the requirements of confidentiality imposed by SACOFA's ARD.
- 5.2 An Operator must provide the Other Operator on a timely basis with all agreed information reasonably required to determine rates and charges to be billed by each Operator to the Other Operator or by each Operator to its Customers.
- 5.3 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective Licence conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and the theft of the Operator's provided terminal equipment.
- 5.4 Information provided under SACOFA's ARD may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.
- 5.5 If the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 5.6 The Operators acknowledge that when information (including for the purposes of this clause any updated information) required to be provided under this Paragraph is held on a database, the Operator entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which information is to be made available will be determined by the ISG having regard to the reasonable cost, convenience and security concerns of the Operators.
 - 5.6 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the Other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
 - (b) After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making information available to the Other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.
- 5.7 All Communication Information, call and such other relevant information must be kept by both Operators for a period of **two (2)** years unless otherwise agreed in writing for the purposes of verification and audit.

CHAPTER 6: BILLING AND 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 details to be included in the invoice for each of the Facility/ Service provided shall be inclusive but not limited to the followings:-

a) Transmission Service

- i) circuit identification (ID);
- ii) locations;
- iii) commencement date;
- iv) contract period;
- v) radial distance (KM);
- vi) capacity;
- v) payment terms

b) Infrastructure Sharing

- i) Designated Tower identification (ID);
- ii) zone;
- iii) Associated Tower Site Name;
- iv) category of Access Seeker/ number of Access Seeker;
- v) basic charges;
- vi) variation order charges (if any);
- vii) security deposit amount;
- viii) Access Seeker identification (ID) (if any);
- ix) dateline for payment;
- x) period charge.

6.3 Billing

6.3.1 (a) In respect of any charge due from the Access Seeker, SACOFA shall raise the Invoice for amount due for the supply of Facilities and Services

(b) Unless otherwise agreed in writing, SACOFA shall Invoice in writing or in electronic form (as requested by the Access Seeker), on a Party to Party basis, within **thirty (30)** days from the provisioning of the Facilities and/or Services for amounts due in respect of the supply of Facilities and Services during the Billing Period. SACOFA shall provide with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify the rates and charges specified in the Invoice. In addition, the Access Seeker may request, in writing, for the billing report to be provided by SACOFA in an electronic format.

(c) SACOFA shall provide the Access Seeker at the Access Seeker's written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker in monthly trenches.

(d) The Access Seeker shall, from time to time, inform SACOFA of the mailing address and the department to which the Invoice should be sent to and also SACOFA's bank account details

for the purposes of enabling the Access Seeker to make payment. All physical Invoices shall be delivered by hand or post (either registered mail or courier).

6.4 Backdate Billing

Where appropriate, any taxes (including goods and service tax), duties or other imposts (as at the date of this Agreement or imposed after the date of this Agreement) shall be added to all or any charges under this Agreement and be paid by the Party responsible for making such payment.

6.5 Terms of Payment

6.5.1 (a) The Access Seeker must pay any amount due and owing to SACOFA on the Due Date unless otherwise agreed in writing by both Parties.

(b) The Access Seeker to whom any Facilities and/or Service is provided under this Agreement must pay SACOFA the applicable rates and charges, and on the terms and conditions set out or referred to, as the case may be, in this Agreement.

(c) The Access Seeker shall acknowledge their acceptance of invoice issued by SACOFA to the Access Seeker upon receipt and fax over the acknowledgment to SACOFA on the day of receipt, failing which the Access Seeker is deemed to have been received by the Access Seeker **three (3)** days after posting or courier of the invoice.

6.5.2 Method of payments:

(a) must be paid by electronic transfer to SACOFA or by cheque to the nominated account(s) of SACOFA;

(b) must be accompanied by such information as it reasonably required by SACOFA to properly allocate payments received, failing which SACOFA shall have the absolute discretion to allocate payments received to any amounts due and payable; and

(c) SACOFA shall only be entitled to set-off any amounts stated in any Invoice and which is outstanding against any amounts owed to the Access Seeker:-

- i) in the event the Access Seeker is in or goes into or threatens to go into liquidation or passes a resolution to wind up; or
- ii) there are at least **three (3)** Invoices unpaid by the Access Seeker.
- iii) unless otherwise agreed by the Parties, set-off is to be limited to the same type of Facilities and/or Services provided.

6.5.3 All invoices shall be stated in RM and payment must be made in RM; and

6.5.4 It is hereby expressly agreed that SACOFA is entitled to the payment of interest without prejudice to any other rights of SACOFA. Interest on due and unpaid amounts is payable (as well as before judgment and after judgment) at the rate of **one percent (1%)** per annum above Malayan Banking Berhad Base Lending Rate (BLR) calculated daily from the Due Date until the date of actual payment. Payments which are overdue by more than **sixty (60)** days will bear interest at the rate of **two percent (2%)** per annum above Malayan Banking Berhad BLR (as well as before judgment and after judgment) calculated from the Due Date until the date of receipt by SACOFA of full payment. Further, the BLR rate to be used shall be the published rate prevailing on the date of payment.

- 6.5.5 Where interest in respect of any due and unpaid amount is due to SACOFA under Condition 6.5.4, SACOFA may issue a debit note for this interest .
- 6.5.6 If SACOFA discovers an error in an invoice given to the Access Seeker under this Chapter 6, it must notify the Access Seeker. SACOFA which made the error must make the necessary adjustment to correct that error (including adjusting any interest erroneously charged).
- 6.5.7 SACOFA may include omitted or miscalculated Charges from an earlier Invoice in a later Invoice or issue an Invoice for Charges which previously have not been invoiced provided that SACOFA is able to substantiate the Charges to the Access Seeker-
- 6.5.8 Notwithstanding anything to the contrary, SACOFA shall be entitled to deduct or withhold such taxes, duties, levies or such other sums imposed by such governmental authorities ("said taxes") from any sum or sums due to the Access Seeker in the event SACOFA is required by law to pay the said taxes for and on behalf of the Access Seeker.

6.6 Security Sum

- 6.6.1 The Access Seeker shall have deposited the Security Sum as security for the performance of all the Access Seeker's obligations under this Agreement. The amount of the initial Security Sum for each Facility or Services shall be as stipulated respective Facility or Services description. For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts to SACOFA as they become due and payable, nor does it constitute a waiver of the SACOFA's right to suspend, disconnect, or terminate the relevant Facilities or Services due to non-payment of any sums due or payable to SACOFA.
- 6.6.2 (a) SACOFA shall be entitled, from time to time, to revise the Security Sum in any of the following event:-
- (i) where, in the opinion of SACOFA, there is a material change in circumstances in relation to the Access Seeker's creditworthiness. In such cases, SACOFA may request for additional security in addition to the sum stated under the respective Facilities and/or Service to sufficiently and reasonably mitigate its risk in providing the Facilities and Services to the Access Seeker. For clarification, material change in circumstances includes, but is not limited to, failure to pay on the Due Date in respect of **three (3)** Invoices rendered in the preceding **six (6)** months, so long as those amounts have not been disputed in good faith; and/or
 - (ii) as provided under the respective Facilities and/or Service descriptions,
- (b) Where the amount of the Security Sum is, at any time, less than the amount stated in the respective Facilities and/or Services (including when a demand has been made by SACOFA) determined by SACOFA, the Access Seeker shall within **thirty (30)** days from the written request of SACOFA, deposit a new security equivalent to the requested sum.
- (b) Upon termination of the Agreement: (to transfer this clause under effect of termination)
- (i) the Security Sum deposited with SACOFA or parts thereof shall be returned and/or refunded to the Access Seeker within **sixty (60)** days from the date of termination provided all other amounts payable by the Access Seeker to SACOFA have been paid; and
 - (ii) SACOFA shall immediately in writing unconditionally waive its rights under any guarantee provided as Security Sum in respect of future performance of this Agreement by the Access Seeker if any, since this Agreement has been terminated save and except that the guarantee

shall remain in full force in respect of any antecedent breaches under this Agreement or in respect of any amounts payable by the Access Seeker to SACOFA as at the date of termination, without prejudice to the rights and remedies of SACOFA under this Agreement (including but not limited to the right to claim for any or all amounts due and payable under the Agreement and/or to call upon the Security Sum) and/or under law.

6.7 Billing Disputes

6.7.1 Where there is a Billing Dispute, the Parties shall comply with the dispute resolution procedures in Chapter 7.

6.7.2 For the avoidance of doubt, the Access Seeker shall not use the dispute resolution procedure in Chapter 7 to avoid or delay payment due to SACOFA where there is no genuine dispute.

CHAPTER 7: DISPUTE RESOLUTION PROCESS

7.1. Introduction

7.1.1 Subject to **Section 7.2.3**, the Operators shall adopt and comply with this dispute resolution procedure in relation to any dispute which may arise between the Operators in relation to or in connection with SACOFA's supply of any Facilities and/or Services ("**Access Dispute**").

7.1.2 The following dispute resolution mechanisms are governed by this Chapter:

- (a) inter-party working groups;
- (b) Interconnect Steering Group; and
- (c) specific resolution of disputes, being:
 - (i) technical disputes (which must follow the procedures set out in Section 7.5 if they cannot be resolved through the application of the general dispute resolution provisions in Sections 7.3 and 7.4);
 - (ii) Billing Disputes, which must follow the procedures set out in **Section 7.6**; or
 - (iii) any other types of disputes which, if cannot be resolved through the application of the general dispute resolution provisions in **Sections 7.2, 7.3 and 7.4**, must be referred to the Commission for resolution.

7.1.3 A dispute between the Operators regarding any matter dealt with under the Access Agreement shall first be attempted to be resolved by good faith negotiation between the Operators in accordance with this Chapter 7 and the Access Agreement.

7.1.4 All disputes referred to the Commission pursuant to the Access Agreement shall be dealt with in accordance with the Act. Where the decision of the Commission is appealed in the Appeals Tribunal under the Act, the decision of the Appeals Tribunal shall be final and binding subject always to the right of judicial review contained in the Act. For the avoidance of doubt, the Commission will decide a dispute if it is satisfied that:

- (a) the Operators will not reach agreement, or will not reach agreement in a reasonable time;
- (b) the notification of the dispute is not trivial, frivolous or vexatious; and
- (c) the resolution of the dispute would promote the objects in the Act.

7.2 General

7.2.1 Until expiry of the dispute resolution procedures set out herein, an Operator may not commence court proceedings relating to that dispute. Nothing in this **Section 7.2.1** shall be construed as ousting the jurisdiction of any court.

- 7.2.2 An Operator shall ensure that its representatives acting in relation to a dispute are of sufficient seniority and have authority to settle an access dispute on behalf of the Operator. At the commencement of the dispute resolution procedure, each Operator must notify the Other Operator of the scope of the authority of each of their representatives. If in the course of the dispute resolution procedures it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to a representative, an Operator may require that those matters be referred to more senior officers of that Operator who have authority to settle those matters.
- 7.2.3 During a dispute and any dispute resolution process invoked in accordance with this **Chapter 7**, the Operators must continue to fulfil their obligations under the Access Agreement between themselves.
- 7.2.4 Subject to **Section 7.2.5**, the Operators shall exchange information of a type described in the Access Agreement during the course of, and to facilitate, resolution of such a dispute.
- 7.2.5 Confidential information of an Operator which is disclosed, and any other oral or written submissions made by an Operator or an Operator's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions contained in the Confidentiality Agreement and the Access Agreement.
- 7.2.6 An Operator must not use information obtained under **Section 7.2.4** or described in **Section 7.2.5** for any purpose other than to resolve the dispute.
- 7.2.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a dispute (including a Technical Expert (as hereinafter defined) or the Commission, in accordance with this **Chapter 7**) may decide not to determine the dispute if the arbitrator considers that the dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the dispute.
- 7.2.8 The costs of the arbitration are to be shared equally between the Operators, unless the arbitrator of the dispute has decided not to determine the dispute in accordance with **Section 7.2.7**. If an arbitrator decides not to determine the dispute, the Operator that initiated the dispute must pay the costs of the arbitration including the Other Operator's costs thereto.

7.3 Inter- Party Working group

- 7.3.1 In the first instance, the Operator raising a dispute must inform the Other Operator in writing and the Operators should attempt to resolve the Access Dispute between themselves in good faith.
- 7.3.2 The Operators shall establish a working group, or working groups, to fulfil the requirements set out in **Section 7.3.1**. The working group shall be comprised of representatives of the Operators, and be headed by a person who holds a position at least equivalent to the head of SACOFA's respective Facilities or Services division.
- 7.3.3 SACOFA shall provide for:
- (a) subject areas dealt with by each working group;
 - (b) equal representation by the Access Seeker and SACOFA;
 - (c) chairmanship and administrative functions of the working group which is to be shared equally; and

(d) formal notification procedures to the working group.

7.3.4 The Operators shall use reasonable endeavours to attempt to settle an Access Dispute in the working group level for a period of no longer than **forty five (45)** days from the first meeting of the working group or such other period as the Operators may agree in writing.

7.4 Interconnection Steering Group

7.4.1 In the event that the Operators cannot resolve the dispute between themselves within the time specified in **Section 7.3.4**, or after any agreed time extension has expired, either Operator may give **ten (10)** Business Days written notice ("**Notice Period**") to the Other Operator stating its intention to escalate the issue and outlining the details of the issue. If the issue is not resolved prior to the expiry of the Notice Period, then either Operator may notify the Other Operator ("**Receiving Operator**") that it wishes to refer the issue to the Interconnect Steering Group (ISG). In such an event, the Parties shall promptly form a committee comprising the ISG with an equal number of appropriate representatives from each Operator.

7.4.2 The ISG to which an issue has been raised will meet within **ten (10)** Business Days of the receipt by the Receiving Operator of a notice under **Section 7.4.1**. If the ISG fails to meet or has not been formed within **ten (10)** Business Days of the receipt by the Receiving Operator of a notice of escalation of the Dispute, either Operator may refer the dispute to a Technical Expert (in accordance with **Section 7.5**) or to the Commission for resolution in accordance with **Section 7.4.3(a)** or **(b)**, respectively.

7.4.3 If the ISG does not resolve the dispute within **twenty (20)** Business Days after it first meets to review that dispute under **Section 7.4.2**, either Operator may:

- (a) refer any technical dispute to a Technical Expert in accordance with **Section 7.5**; or
- (b) refer the dispute to the Commission for final resolution.

7.5 Use of a Technical Expert

7.5.1 A dispute will only be referred to a Technical Expert if the provisions in **Sections 7.3 and 7.4** have been complied with.

7.5.2 Once a dispute is referred to a Technical Expert, it may not be referred back to a Working Group or ISG.

7.5.3 The Technical Expert:

- (a) will be an expert appointed by agreement of the Operators or, if the Operators cannot agree, by the Commission;
- (b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communication 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 or interest.

- 7.5.4 If the Operators fail to appoint a Technical Expert within **ten (10)** Business Days of the notice to refer a dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- 7.5.5 When relying on the services of a Technical Expert, the following procedures will apply to the dispute resolution procedure of the Technical Expert:
- (a) the Operators will present written submission to the Technical Expert and each other within **fifteen (15)** Business Days of the appointment of the Technical Expert; and
 - (b) each Operator may respond to the Other Operator's submission in writing within **fifteen (15)** Business Days from the date of the Other Operator's submission.
- 7.5.6 A Technical Expert hearing will be within **fifteen (15)** Business Days of the last written submission unless:
- (a) an Operator requests for and the Other Operator agrees that the use of the Technical Expert be by documents only; or
 - (b) failing agreement of the Operators, the Technical Expert decides within **five (5)** Business Days of the last written submission that the use of the Technical Expert be by documents only.
- 7.5.7 Should a Technical Expert dispute resolution procedure be held, each Operator will have the opportunity of making an oral submission. This process will be conducted in private.
- 7.5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Operators) but in any case, the Technical Expert's hearing will last no longer than **three (3)** Business Days.
- 7.5.9 The Technical Expert will not have the power to appoint any other experts.
- 7.5.10 The Technical Expert will deliver his award within **fifteen (15)** Business Days of the conclusion of the hearing or of the last written submission where the arbitration is by documents only. A failure to comply with the time frame in this **Section 7.5.10** does not invalidate the Technical Expert's award.
- 7.5.11 Every dispute referred to a Technical Expert will be considered separately so that time limits for each dispute are complied with.
- 7.5.12 The Technical Expert's decision will be final and binding on the Operators (in the absence of manifest error of fact or law).

7.6 Billing dispute resolution

- 7.6.1 SACOFA shall allow the Access Seeker to dispute an Invoice prepared by SACOFA if in the case of any other Facilities and Services, the Access Seeker notifies SACOFA in writing within **forty-five (45)** days after the date of receipt of such Invoice. If the Access Seeker fails to dispute an Invoice within the specified time period above, SACOFA is deemed to have accepted the Invoice.
- 7.6.2 Unless otherwise agreed in writing, a Billing Dispute may only arise where the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:

- (a) SACOFA's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls which are the subject of the dispute;
- (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Access Seeker's Billing System; or
- (c) there is, or has been, a fraud perpetrated by SACOFA.

7.6.3 All Billing Dispute Notices given under this **Section 7.6** must specify;

- (a) the detailed reasons for which the Access Seeker disputes the Invoice;
- (b) the amount in dispute;
- (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;
 - (iii) the Invoice date;
 - (iv) the Invoice amount; and
 - (v) billing verification information; and
- (d) evidence in the form of the Access Seeker's outgoing report, indicating the relevant traffic data which is in dispute.

7.6.4 Subject to **Section 7.6.5**, an Operator is obliged to pay the amount stated in the Invoice by the Due Date even if it disputes the amount of the Invoice. If the amounts paid to date for the period pending settlement of the Dispute is higher than the amounts payable, then SACOFA will pay in full such difference within **fourteen (14)** days from the date of settlement of dispute, as documented by the Operators.

7.6.5 Notwithstanding **Section 7.6.4**, if the Operators are not able to settle a Billing Dispute within the time periods specified in **Section 7.6.7**, an Operator may withhold payment of amounts disputed in good faith for all subsequent Invoices issued by SACOFA. If the Dispute is resolved between the Operators in writing against the Access Seeker, then the Access Seeker shall pay interest (calculated in accordance with **Section 6.12**) on the outstanding amounts due to SACOFA. The interest shall be payable within **fourteen (14)** days from the settlement of the Dispute, as documented by the Operators. Interest shall be calculated from the Due Date to the date of actual payment of the outstanding amount.

7.6.6 The Operators agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Section 7.6**.

7.6.7 If the Operators are unable to resolve any Billing Dispute within **thirty (30)** calendar days (or such other period as the Operators may agree) from the date on which the Billing Dispute Notice is received, either Operator may seek the consent of the Other Operator to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The Other Operator is, however, under no obligation to agree to such extension.

- 7.6.8 To the extent that a Billing Dispute notified under this **Section 7.6** involves a Billing Dispute with an international correspondent of SACOFA, the dispute resolution procedures shall be suspended for a reasonable period of time pending resolution of the dispute with that international correspondent. As a general rule, the period of suspension will not exceed **one hundred twenty (120)** days. However, the Operators recognize that some Billing Disputes with international correspondents may take longer to resolve, in which case SACOFA must promptly inform the Access Seeker of the likely period required for resolution.
- 7.6.9 Once the negotiation period under **Section 7.6.7** and any extension granted under **Section 7.6.8** has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in **Section 7.6.10** ("**Billing Dispute Escalation Procedure**").
- 7.6.10 The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this **Section 7.6.10** by notifying SACOFA's Billing Representative. Each of the Operators shall then appoint a designated representative that has authority to settle the Billing Dispute, and that is at a higher level of management than the persons with direct responsibility for administration of the Access Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives however all reasonable requests for relevant information made by one Operator to the Other Operator shall be honoured.
- 7.6.11 Although it is the good faith intention of the Operators to use the billing dispute resolution procedures to the fullest extent to try to solve Billing Disputes, nothing in the Access Agreement shall prevent either Operator from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 7.6.12 An Operator may request a joint investigation of Invoice discrepancies after that Operator has conducted comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Operators must agree the terms of the joint investigation, including:
- (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 Call Communications to the Other Operator's Network.

- 7.6.13 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each Operator. The Billing Representatives nominated by each Operator shall be their Billing Representative at the ISG meetings.
- 7.6.14 Either Operator may at any time nominate another Billing Representative, provided that **ten (10)** Business Days prior notification of such appointment is given.
- 7.6.15 If the Operators are unable to resolve any Billing Dispute after exhausting the Billing Dispute Escalation Procedure, either Operator may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the CMA. For the purposes of clarification, the Billing Dispute procedure shall follow the procedure in this **Section 7.6** and does not involve the inter-party working group, Interconnect Steering Group and Technical Expert under **Sections 7.3, 7.4 and 7.5**.

SACOFA'S ARD – ANNEXURE 1

ANNEXURE 1

LIST OF FACILITIES AND SERVICES

Network Facilities / Network Services	Part in Schedules A
Transmission Service	Part I
Infrastructure Sharing	Part II

SACOFA'S ARD – ANNEXURE 2

ANNEXURE 2

PART 1: NON- REFUNDABLE PROCESSING FEE FOR ACCESS REQUEST

No.	Types of Facilities and/or Services	Processing Fee
1.	Transmission Service	Please refer to Table A below

Table A

No.	Zone	Processing Fee
1.	Kuching – Serian Bau – Lundu Samarahan	RM3,000.00
2.	Sri Aman, Betong, Saratok	RM5,000.00
3.	Sibu, Sarikei, Kanowit	RM5,000.00
4.	Selangau, Tatau, Kapit, Bintulu, Miri	RM7,000.00
5.	Limbang, Lawas	RM8,000.00

**SCHEDULE A
SERVICE DESCRIPTION**

PART I – TRANSMISSION SERVICE

1. General

1.1 Part I of Schedule A sets out the terms and conditions which are applicable to Transmission Service.

2. Scope of Transmission Service

2.1 Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points (not being Customer transmission points) via network interface at such transmission rates as may be agreed between SACOFA and the Access Seeker on a permanent or virtual basis which is more particularly described in clause 3.

2.2 Network interfaces may use any technology as may be agreed between SACOFA and the Access Seeker.

2.3 The functionalities of the Transmission Service include:

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

2.4 A technically feasible network transmission point in clause 2.1 includes submarine cable between Sarawak and Peninsular Malaysia, submarine cable landing station centre and on-land fibre optic network within Sarawak.

2.5 The Transmission Service may be for the carriage of Communications which comprise of content applications and voice services.

2.6 For the purposes of this Part I of Schedule A, an Access Seeker includes (but is not limited to) a network facilities provider or network service provider which is only authorised to provide limited (e.g. in the last mile) network facilities or network service, but wishes to acquire the Transmission Service in order to connect its limited network facilities or network services.

3. Provisioning of Transmission Service

3.1 Transmission Service

3.1.1 SACOFA will provide Transmission Service requested by the Access Seeker in accordance with SACOFA's ARD and the Access Agreement including the terms and conditions in Schedule B.

- 3.1.2 Where the Access Seeker leased Transmission Service from SACOFA, SACOFA's Equipment can be co-located in the Access Seeker's premises in accordance with **Schedule B**.
- 3.1.3 The Access Seeker shall provide SACOFA reasonable access to its premises when SACOFA reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of Transmission Service by SACOFA.
- 3.1.4 SACOFA shall ensure Transmission Service conform to the agreed service level availability and Technical Specifications, subject to the Access Seeker's use of those Transmission Services in accordance with the Technical Specifications and other agreed requirements.
- 3.1.5 The minimum period in which the Access Seeker may lease Transmission Service is **three (3)** years.
- 3.1.6 The Access Seeker shall pay to SACOFA for Transmission Service stated in this **Part I of Schedule A** provided by SACOFA, Charges in accordance with the applicable provisions set in **Part I of Schedule A**.
4. **Security Sum**
- 4.1 The Access Seeker may be required to provide the Security Sum equivalent **two (2)** months from the annual Charges for each Access Request.
5. **Charges and Charging Principles**
- 5.1 The Access Seeker will pay to SACOFA for Transmission Services based on the charges and charging principles stated in clause 5 as follows:- .

SACOFA base rate for 2Mbps

Dist. (KM)	Annual Rental (RM)
Above 0-5	4,008
Above 5-10	10,687
Above 10-20	20,706
Above 20-30	34,065
Above 30-40	47,424
Above 40-50	60,783
Above 50-60	74,142
> 60 (Additional /km)	454
One time installation charge	5,000 per link

SACOFA base rate for 34Mbps

Dist. (KM)	Annual Rental (RM)
Above 0-5	12,089
Above 5-10	32,238
Above 10-20	62,461
Above 20-30	102,759
Above 30-40	143,057

Above 40-50	183,354
Above 50-60	223,652
> 60 (Additional /km)	1,370
One time installation charge	20,000 per link

SACOFA base rate for STM1

Dist. (KM)	Annual Rental (RM)
Above 0-5	32,695
Above 5-10	87,186
Above 10-20	168,922
Above 20-30	277,904
Above 30-40	386,886
Above 40-50	495,868
Above 50-60	604,851
> 60 (Additional /km)	3,704
One time installation charge	20,000

- 5.2 Notwithstanding the above, in the event the Access Seeker requires the provision of Facilities and/or Services which require SACOFA to incur new investment, SACOFA may charge a **one (1)** time capital contribution or review the above rates.

SCHEDULE A

SERVICE DESCRIPTION

PART II – INFRASTRUCTURE SHARING

1. Pre-Requisites for Applying for Infrastructure Sharing

1.1 SACOFA shall not be obliged to provide to the Access Seeker Infrastructure Sharing for the Designated and Associated Tower Sites unless:

- (a) SACOFA is the legal owner of the tower;
- (b) the Access Seeker has the appropriate license from the relevant authorities to operate the service for the purpose for which the equipment is to be installed;
- (c) there is no space constraint; and
- (d) allowable loading in accordance to Space Allocation Policy

2. Infrastructure Sharing

2.1.1 SACOFA agrees to provide Infrastructure Sharing at the designated tower or associated tower sites ("**Designated Tower or Associated Tower Sites**") to the Access Seeker in accordance with the terms of SACOFA's ARD including the relevant **Terms and Conditions for Technical Matters** and the terms and conditions of this **Part II**.

2.1.2 SACOFA shall publish on its website and keep updated a list of the Designated Tower and Associated Tower Sites.

2.2 Duration of Infrastructure Sharing

2.2.1 The minimum period for Infrastructure Sharing at a Designated Tower or Associated Tower Site, agreed between the Parties, shall be for **seven (7)** years for Facilities and/or Services involving new infrastructure and **three (3)** years for Facilities and/or Services involving existing infrastructure.

2.2.2 The terms of the Infrastructure Sharing shall commence on the date ("**Commencement Date**");

- (a) the Party agrees to commence Infrastructure Sharing; or
- (b) the Access Seeker enters into the shared space ("**Shared Space**") at the Designated Tower or Associated Tower Site,
- (c) whichever is the earlier.

3. Request for Infrastructure

3.1 Infrastructure Order Form

The Access Seeker shall complete the Infrastructure Order Form and submit to SACOFA whenever the Access Seeker intends to use SACOFA's Designated Tower or Associated Tower Site. For existing Designated Tower or Associated Tower Site, a completed Technical Proposal shall be attached together with the IOF.

3.2 New Infrastructure:-

- (a) Immediately upon acceptance of the IOF as specified in Clause 3.1, SACOFA shall provide at minimum of **three (3)** sites within the area as specified in the IOF submitted by the Access Seeker and arrange for joint site survey with the Access Seeker. SACOFA shall submit a site survey report to the Access Seeker **one (1)** week after the joint site survey and the Access Seeker shall confirm the required site via site confirmation letter within **seven (7)** days from the date SACOFA submits the site survey report to the Access Seeker. SACOFA shall procure the site for the Designated Tower or Associated Tower Site upon receipt of the site confirmation letter issued by the Access Seeker;
- (b) SACOFA shall submit the necessary application to the relevant local authorities in accordance with the domicile requirements including but not limited to those arising from any Act, Ordinance, Order, Rule, Regulation or By-Law relating to the construction and commissioning of the Infrastructure within **fourteen (14)** days from the date SACOFA successfully acquires the site ;
- (c) SACOFA shall obtain and secure all and any local authority approval specified in Clause 3.2 (b) above;
- (d) Upon receipt of the approval given by the local authorities, SACOFA shall proceed with the site layout and site design in accordance with the IOF and site confirmation letter submitted by the Access Seeker together with estimated Variation Order, if any, for approval by the Access Seeker, within **fourteen (14)** days from the approval given by the local authorities. SACOFA shall not commence with the construction of the Designated Tower or Associated Tower Site without approval of the Variation Order by the Access Seeker.
- (e) Upon approval of the site Layout, site design and Variation Order if any submitted in Clause 3.2 (d) above, SACOFA shall issue the Subscription Form to the Access Seeker for execution. SACOFA shall then complete the construction of the Designated Tower or Associated Tower Site within **fifty-nine (59)** days from the date of the Subscription Form;
- (f) In the event the Access Seeker cancels or terminates the Subscription Form before the completion of the Designated Tower or Associated Tower Site, SACOFA shall be entitled for all costs and expenses incurred subject to SACOFA submitting to the Access Seeker the relevant bills, invoices or receipts for such cost and expenses incurred by SACOFA;
- (g) Upon completion of the Designated Tower or Associated Tower Site, SACOFA shall notify the Access Seeker that the Designated Tower or Associated Tower Site is completed and the Infrastructure is ready for joint inspection and acceptance within

fourteen (14) days from the date of the notice. In the event the Access Seeker fails to attend the joint inspection and acceptance, SACOFA shall not be liable to pay the liquidated damages as per Clause 3.2 (m);

- (h) During the joint inspection and acceptance of the Infrastructure, the Access Seeker shall identify and state in the Site Acceptance Checklist any defects and/or other faults to the Designated Tower or Associated Tower Site and/or site (including any requirements stated in the Infrastructure Order Form) for rectifications works to be done by SACOFA;
- (i) The Access Seeker may accept the Designated Tower or Associated Tower Site with condition if such defects and/or faults to the Designated Tower or Associated Tower Site, at the opinion of the Access Seeker, do not hinder the Access Seeker from carrying out the installation of the Permitted Equipment to the Designated Tower or Associated Tower Site;
- (j) Where the Access Seeker rejected the acceptance of the Designated Tower or Associated Tower Site as stated in the Site Acceptance Checklist, SACOFA shall immediately rectify such defects and/or faults within **seven (7)** days from the date of Site Acceptance Checklist. SACOFA shall arrange for a new joint inspection and acceptance of the Designated Tower or Associated Tower Site upon completion of the rectification works to such defects and/or faults;
- (k) Where the Access Seeker accepts the Designated Tower or Associated Tower Site (with or without conditions), the Access Seeker and SACOFA shall sign the Site Acceptance Checklist. The Site keys shall be handed over to the Access Seeker upon completion of the Site Acceptance Checklist. The Access Seeker shall submit the Technical Proposal to SACOFA prior to the installation of its Permitted Equipment;
- (l) In the event of any change to the Subscription Form due to new requirements by the Access Seeker or Variation Orders, SACOFA will issue Amended Subscription Form.
- (m) **Liquidated Damages for Late Delivery**
 - (i) SACOFA shall hand over the Designated Tower or Associated Tower Site thereon to the Access Seeker on the scheduled handover date in the Subscription Form;
 - (ii) In the event the Site Acceptance Date or the Site Entry Date in the Subscription Form occurs later than the Scheduled Handover Date:
 - (A) as a direct result of the Access Seeker's failure to fulfil its obligations or other act of prevention by the Access Seeker or their agents, SACOFA shall be entitled to claim a reasonable extension of the Scheduled Handover Date at no additional cost. Such extended Scheduled Handover Date may be deliberated upon by the Access Seeker.
 - (B) as a result of an act or omission of SACOFA, its sub-contractors or agents, SACOFA shall pay the Access Seeker of the Designated Tower or Associated Tower Site as agreed liquidated damages in the sum of **Ringgit Malaysia One Thousand (RM1,000.00)** per site per day, subject to a maximum of **Ringgit Malaysia Fifteen Thousand (RM15,000.00)** only per Designated Tower or Associated Tower Site.

- (C) by **sixty (60)** days from the Scheduled Handover Date, then notwithstanding any other provision in SACOFA's ARD, the Access Seeker shall be entitled to terminate that Subscription Form immediately by giving written notice thereof to SACOFA.
- (iii) If at any time SACOFA has reason to believe that there will be a delay in complying with the scheduled handover date stated in the Subscription Form, SACOFA shall promptly notify the Access Seeker in writing of the cause of delay and the expected period of delay and the proposed steps to be taken by SACOFA to minimise the delay.

3.3 Existing Designated Tower or Associated Tower Site

- (i) SACOFA, after receiving an IOF together with the Technical Proposal from the Access Seeker and subject to clearance of sub-clause 3.3 (iv), issue the Site Entry Form to the Access Seeker for signature. The Access Seeker shall fix the date for site entry in the Site Entry Form and return the signed Site Entry Form within **fourteen (14) days** from the issuance of the Site Entry Form by SACOFA;
- (ii) SACOFA shall hand over the site key to the Access Seeker after the execution of the Site Entry Form together with the approved Technical Proposal.
- (iii) SACOFA shall issue the Subscription Form to the Access Seeker to be signed by the Access Seeker within **fourteen (14) days** from the date of issuance of the Subscription Form by SACOFA.
- (iv) SACOFA shall not be obliged to provide the Access Seeker, Infrastructure sharing unless:-
 - a. SACOFA is the legal owner of the Designated Tower or Associated Tower Site
 - b. the antennas/dishes which the Access Seeker needs to install are within the loading of the allowable design
 - c. there is no space constraint
- (v) In the event of any change to the Subscription Form due to new requirements by the Access Seeker site sharing by the other third party users, or changes in the site information, SACOFA will issue Amended Subscription Form.

4. Access Seeker's Obligations

4.1 Security Sum

The Access Seeker shall pay the Security Sum equivalent to **two (2)** months Charges per Designated Tower or Associated Tower Site which shall be made within **thirty (30)** days from the date of the invoice by SACOFA. For avoidance of doubt, in event the Access Seeker does not made payment of the Security Sum, the Facilities and/or Services shall not be provided by SACOFA.

4.2 Utilities

4.2.1 The Access Seeker shall be responsible to apply for its own individual meter and power supply and to bear the cost in relation thereto. The Access Seeker shall be further responsible for and bear the cost of all electricity utilised by the Access Seeker at the Designated Tower or Associated Tower Site.

4.2.2 In the event that the Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may, subject to SACOFA's prior written approval, utilised the electricity supplied to SACOFA at that Designated Tower or Associated Tower Site provided that:

(a) SACOFA is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Designated Tower or Associated Tower Sites: and

(b) the Access Seeker to reimburse SACOFA for the cost of power supply and all electricity charges utilised (and any additional charges for back-up power) by the Access Seeker at the Designated Tower or Associated Tower Site. The electricity charges shall be as follows:-

(i) Access Seeker shall pay to SACOFA a monthly advance payment of **Ringgit Malaysia Six Hundred (RM600)** per Designated Tower or Associated Tower Site as payment for the monthly electricity charges by Access Seeker at the Designated Tower or Associated Tower Site, the charges of which to be shared by Access Seeker and Third Party Users at the Designated Tower or Associated Tower Site.

(ii) Access Seeker shall pay to SACOFA **Ringgit Malaysia Fifteen Only (RM15.00)** per Designated Tower or Associated Tower Site per month as the administrative fee for managing the electricity charges on behalf of Access Seeker.

(iii) Reconciliation of the electricity charges shall be carried out every **six (6)** months and credit notes or debit notes (whichever is applicable) shall be issued by SACOFA to Access Seeker. The reconciliation shall be based on the actual invoices received from SESCO and the apportionment of the charges shall be based on Annexure A.

(c) Upon request by the Access Seeker and payment of **Ringgit Malaysia Five Hundred Only (RM500.00)** as mobilization and demobilization to SACOFA, SACOFA may within **thirty (30)** days provide generator set at the cost of Access Seeker in the following circumstances:-

(i) where SESCO is unable to provide the power supply at the Designated Tower or Associated Tower Site;

(ii) where the Access Seeker rejected the connection charges quoted by SESCO; and

(iii) where there is no power supply connected to the Designated Tower or Associated Tower Site after the successful site acceptance and where connection charges has been paid to the utility company.

4.3 Use of Designated Tower or Associated Tower Site

4.3.1 The Access Seeker shall only use the Designated Tower or Associated Tower Site for the sole purpose of providing Communication Services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint from the owner or any of the other access seekers in SACOFA's Designated Tower or Associated Tower Site or any other buildings adjoining the tower or associated tower site.

4.4 Storage

4.4.1 The Access Seeker shall not keep on the Designated Tower or Associated Tower Site or any part inclusive but not limited to the followings:

- (a) any material the storage of which may contravene any ordinance, statute, regulation or by-law;
- (b) any materials the storage of which an increased rate of insurance is usually required;
or
- (c) any explosive, combustible or radioactive substances.

4.5 Increase in Premium

4.5.1 The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies on SACOFA's Designated Tower or Associated Tower Site be void or voidable or whereby the premium of the said policy or policies may be increased. In the event of an increase in premium or other expenses on renewal of such policy of policies due to a breach or non-observance of this condition by the Access Seeker, the Access undertakes to repay all sums paid by SACOFA including the expenses incurred thereto.

4.6 Repair.

4.6.1 In the event of any damage to the Designated Tower or Associated Tower Site by the Access Seeker, the Access Seeker shall, at its own cost and expenses, restore and to forthwith make good any replacement and/or repair (fair wear and tear excepted) as specified in the notice in writing given by SACOFA to the Access Seeker specifying therein all the necessary replacements and/or repairs to be effected.

4.6.2 If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice, SACOFA may, whether or not together with its workmen, enter the Designated Tower or Associated Tower Site and make all necessary replacements and/or repairs. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by SACOFA save where the replacements and/or repair were due to the natural failure of the structure or due to SACOFA.

4.7 Tenantable Condition

4.7.1 The Access Seeker shall keep the Designated Tower or Associated Tower Site and the interior thereof including the flooring and interior plaster or other surface material or rendering on walls or ceilings and SACOFA's fixtures thereon including doors, windows, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures and additions and other goods therein including the items specifically attached thereto, if any, in good and tenantable repair and condition (reasonable wear and tear excepted).

4.8 Consents, Licenses and Approvals

- 4.8.1 The Access Seeker shall be fully responsible to obtain all necessary consents, permits, approvals and licenses from third parties and governmental authorities or agencies to carry out/provide its communications services at the Designated Tower or Associated Tower Site including operating and using all equipments, systems, cables, links and devices.
- 4.8.2 The Access Seeker shall further observe and comply with all laws, by-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.
- 4.8.3 The Access Seeker shall further observe and perform and cause all its employees, independent contracts, agents or invitees to observe and perform all rules and regulations made by SACOFA from time to time and notified to the Access Seeker in writing Provided Always that SACOFA shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees contractors, agents or invitees.

4.9 Installation of Equipment

- 4.9.1 The Access Seeker shall ensure that all equipments, systems or devices on the Designated Tower or Associated Tower Site shall:

- (a) be type-approved and comply with all relevant laws and regulations;
- (b) not cause any frequency interference to SACOFA's and/or any other access seekers' equipment or services provided in or around the Designated Tower or Associated Tower Site. Where the Access Seeker's equipment causes frequency interference to SACOFA and/or other access seekers' equipment or services provided in or around the Designated Tower or Associated Tower Site, the Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference; and/or
- (c) be electromagnetically compatible [in accordance with the prescribes standards] and shall not cause electromagnetic interference to SACOFA's and/or any other access seekers' equipment or services provided in or around the Designated Tower or Associated Tower Site. Where the Access Seeker's equipment causes electromagnetic interference to SACOFA and/or other access seekers' equipment or services provided in or around the Designated Tower or Associated Tower Site, the Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference.

- 4.9.2 The Access Seeker shall only be permitted to install its equipment, system and/or devices on the Designated Tower or Associated Tower Site and shall not be permitted to install other access seekers's equipment, system and/or devices on the Designated Tower or Associated Tower Site without the prior written approval of SACOFA.

- 4.9.3 The Access Seeker shall not damage, tamper, modify, alter or handle any equipment, system or devices belonging to SACOFA or any other access seeker in the Designated Tower or Associated Tower Site without the prior written approval of SACOFA and/or the other access seeker.

4.10 Installation of Electrical Point and Plumbing Connection

4.10.1 The Access Seeker shall not install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliances or make any additional plumbing connections on or to the Designated Tower or Associated Tower Site without the prior written consent of SACOFA.

4.11 Safety and Health and Security Procedures

4.11.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("OSHA"). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other gadgets as prescribed by OSHA.

4.11.2 The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents and near misses accident as a result of their works to SACOFA within **twenty four (24)** hours from the time of the occurrence.

4.11.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by SACOFA from time to time on site access and security procedures with respect to access to and use of the Designated Tower or Associated Tower Site.

4.12 Sub-letting and Assignment

4.12.1 The Access Seeker shall not sub-let, assign or part with the possession of the Designated Tower or Associated Tower Site. Where SACOFA allows the Access Seeker to sub-let the Designated Tower or Associated Tower Site, the Access Seeker shall be fully responsible for the acts and omission of its sub-lessee and shall ensure that its sub-lessee complies with all the Seeker's obligations with respect to the Designated Tower or Associated Tower Site under the Access Agreement.

5. SACOFA's Obligations

5.1 **Exclusive Possession**

5.1.1 The Access Seeker recognises that it does not have exclusive possession of the Designated Tower or Associated Tower Site since SACOFA occupies the Designated Tower or Associated Tower Site and may sub-let or intends to sub-let to other parties. However, SACOFA agrees that it shall not tamper, modify, alter or handle any requirement, system or devices belonging to the Access Seeker at the Designated Tower or Associated Tower Site for the duration of the Infrastructure Sharing unless an emergency situation arises.

5.2 **Payment of Quit Rents, Rates and Taxes**

5.2.1 SACOFA will pay all quit rents, rates (save for utilities), taxes, assessments which are or may hereafter be charges upon the Shared Space. Any increase in quit rent, assessment, taxes on the Designated Tower or Associated Tower Site from the Commencement Date of the Infrastructure Sharing shall be borne equally between the Parties.

5.3 **SACOFA's Covenant**

5.3.1 **Access to the Designated Tower or Associated Tower Site**

SACOFA shall grant the Access Seeker **twenty four (24)** hour access to the Designated Tower or Associated Tower Site for the purposes of repairing and maintaining its Equipment installed subject to the Access Seeker complying with all procedures and guidelines stipulated by SACOFA.

5.3.2 **Quiet Enjoyment**

Provided the Access Seeker punctually pay the Charges and perform and observe the covenants and conditions herein contained, SACOFA shall allow the Access Seeker quiet and peaceful enjoyment to the Designated Tower or Associated Tower Site during the whole Licence Period under clause 3.4 above (including any extended duration as the case may be) without any interruption or disturbance by SACOFA or any other person rightfully claiming under or in trust.

5.3.3 **Upkeep and Maintenance of the Associated Tower Site**

SACOFA shall keep and maintain the Designated Tower or Associated Tower Site in good working and tenable condition and shall be responsible for the repair of the same during the Licence Period.

5.3.4 **Payment of Quit Rents, Rates and Taxes**

SACOFA shall pay to the relevant authorities all present and future quit rents, rate (save for utilities), taxes and assessments relating to the Designated Tower or Associated Tower Site. In avoidance of doubt, any introduction of service tax by the government shall be borne by the Access Seeker.

5.3.5 **Consent from the Relevant Authority**

SACOFA shall maintain all requisite licences, approvals, permits and consents from the relevant authorities for the Designated Tower or Associated Tower Site and its operation during the duration of the Licence Period.

5.3.6 **Consent, Licences and Approvals**

SACOFA shall obtain and secure all and any local authority approval in accordance with the domicile requirements including but not limited to those arising from any Act, Ordinance, Enactment, Order, Rule, Regulation or By-Law relating to the construction and commissioning of the Designated Tower or Associated Tower Site before the Commencement Date. SACOFA further represents and warrants that:

- (a) it has or will acquire good and sufficient title to the Designated Tower or Associated Tower Site and every part thereof to enable it to perform its obligations under SACOFA's ARD;
- (b) the Designated Tower or Associated Tower Site as a whole shall be fit for the purpose for which they are intended to be used as set out in SACOFA's ARD; and
- (c) the Designated Tower or Associated Tower Site as a whole shall operate satisfactorily throughout the duration of the Licence Period and/ or any extended duration (if any).

6. Vacating the Designated Tower or Associated Tower Site

- 6.1 The Access Seeker shall on the expiration or termination of the Infrastructure Sharing at each Designated Tower or Associated Tower Site, at its own cost and expense, remove all its equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly yield up the Designated Tower or Associated Tower Site to SACOFA with all SACOFA's fixtures and additions thereto in good and tenantable repair and condition in accordance with the covenants herein contained.
- 6.2 The Access Seeker shall be given a grace period of **ten (10)** Business Days to vacate the Designated Tower or Associated Tower Site effective from the expiry or termination of the Infrastructure Sharing during which no monthly rental will be charges by SACOFA. Should the equipments, systems or devices not be removed within the grace period, SACOFA shall have the right to:
- (a) charge for the use of the Designated Tower or Associated Tower Site at the rate of **two (2)** times the current rental or the cost of reinstatement as debt due and payable; and
 - (b) without any liability to the Access Seeker, dispose of the equipments, systems or devices in such manner as SACOFA deems fit with a **one (1)** month's written notice. If the Access Seeker fails to settle any debt due, SACOFA shall have a lien on the equipment, system or devices and is entitled to retain such equipment, system or devices or to sell the equipment system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. SACOFA shall entitle to set off the proceeds from the sale of the equipment, system or devices against any and all debts due by the Access Seeker to SACOFA.

7. Charges and Charging Principles

- 1.1 The Access Seeker shall pay to SACOFA for the Infrastructure Sharing in accordance to the charges and the charging principles stated **Annexure A**.

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ANNEXURE A

PAYMENT STRUCTURE

1. Zoning for the determination of Licence Fee

Location	Zone	Rationale
Kuching, Sri Aman	A	Within 25km from major town or main post office/Police station
Bintulu, Miri, Sarikei, Sibul & Division of Kuching & Samarahan	B	Within 25km from town of Bintulu, Miri, Sarikei & Sibul and 25km away from main Post Office/Police station of Kuching & Samarahan
Division of :- Sri Aman Sarikei Sibul	C	25km away from main Post Office/Police Station
Others	D	25km away from main Post Office/Police Station of Bintulu, Miri and others

2. Basic Licence Fee

The basic licence fee is provided in Appendix A (I), A (II) and A (III). A **twenty five percent (25%)** discount on the basic Licence Fee shall be given after a continuous usage of the Designated Tower or Associated Tower Site for **seven (7)** years.

The basic licence fee in Schedule A (I) and A (II) is not inclusive of the cost of the cabin. In the event the Access Seeker request SACOFA to provide the cabin, the agreed cost of each cabin amounting to **Ringgit Malaysia Ninety Two Thousand (RM92,000.00)** shall be treated as Variation Order. The extra fee due to Variation Order shall be calculated in accordance to Item 3 below.

3. Variation Order (VO)

The Basic Licence Fee is for Designated Tower or Associated Tower Site on normal conditions e.g. pad or raft footing which is most cost effective and Designated Tower or Associated Tower Site that require piling, slope cutting or protection, earth work, sub-station or transformer (connection charges for power supply), extra-ordinary logistics mode (barges, ferry or helicopter) will have Variation Order (VO) based on the cost incurred and the additional fee shall be calculated and stated in the Subscription Form based on the rates in Ringgit Malaysia (RM) per **Ringgit Malaysia One Thousand (RM1,000.00)** of the cost of the additional Designated Tower or Associated Tower Site under the VO as below:-

Cost per Access Seeker	Additional Fee (RM)
Cost per single Access Seeker	17.32
Cost per Party (2 sharing Access Seekers/users)	10.83
Cost per Party (3 sharing Access Seekers/users)	8.66

Cost per Party (4 sharing Access Seekers/users)	7.58
Cost per Party (5 sharing Access Seekers/users)	6.93
Cost per Party (6 sharing Access Seekers/users)	6.49

4. Calculation of Licence Fee for Designated Tower or Associated Tower Site not specified herein

The Licence Fee for any Designated Tower or Associated Tower Site not provided above or herein SACOFA's ARD for example guyed mast of different heights, the Licence Fee shall be calculated in the following manner:-

Description	Cost
Cost of relevant Designated Tower or Associated Tower Site (including Civil, Structural, Mechanical and Electrical Works) (RM), A	A
OPEX Cost (RM) for seven (7) years only, B	B
Total Interest based on rate of 6.5% per annum over seven (7) years (RM), C	C
Total cost of the relevant Designated Tower or Associated Tower Site (RM), D	$D=A+B+C$
Total repayment per month (RM), E	$E=D/(12 \times 7)$
Cost per single Party, F	$F=E$
Cost per Party (2 sharing parties/user, G	$G=(1.25 \times F)/2$
Cost per Party (3 sharing parties), H	$H=(1.50 \times F)/3$
Cost per Party (4 sharing parties), I	$I=(1.75 \times F)/4$
Cost per Party (5 sharing parties), J	$J=(2 \times F)/5$
Cost per Party (6 sharing parties) K	$K=(2.25 \times F)/6$

In the event the sharing Access Seekers/users exceed **six (6)**, the additional fee shall be further extended based on the same formula above.

Schedule

A (I)

Basic Licence Fee for towers built by SACOFA using T2 and Non-T2 Specifications

Zone A

No of Access Seekers	Single Access Seeker (RM/Month)		2 Sharing Access Seekers (RM/Month)		3 Sharing Access Seekers (RM/Month)		4 Sharing Access Seekers (RM/Month)		5 Sharing Access Seekers (RM/Month)		6 Sharing Access Seekers (RM/Month)	
	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec
150 ft	8,354.00	8,077.00	4,774.00	4,615.00	3,791.00	3,732.00	3,213.00	3,163.00	2,904.00	2,859.00	2,527.00	2,487.00
200 ft	10,215.00	9,939.00	5,837.00	5,679.00	4,720.00	4,592.00	4,000.00	3,892.00	3,616.00	3,518.00	3,146.00	3,061.00
250 ft	10,868.00	10,592.00	6,210.00	6,052.00	4,968.00	4,842.00	4,210.00	4,104.00	3,806.00	3,710.00	3,311.00	3,228.00
300 ft	13,886.00	13,610.00	7,935.00	7,777.00	6,325.00	6,199.00	5,360.00	5,254.00	4,846.00	4,750.00	4,216.00	4,133.00
350 ft	17,509.00	17,233.00	10,005.00	9,847.00	7,935.00	7,849.00	6,725.00	6,652.00	6,079.00	6,013.00	5,289.00	5,231.00
400 ft	19,924.00	19,648.00	11,385.00	11,227.00	9,085.00	8,959.00	7,700.00	7,593.00	6,960.00	6,864.00	6,055.00	5,972.00

The rates for seven and subsequent sharing Access Seekers/users shall be calculated based on 13% reduction from the rates prior to the additional user

Basic Licence Fee for towers built by SACOFA using T2 and Non-T2 Specifications

Zone B

No of Access Seekers	Single Access Seeker (RM/Month)		2 Sharing Access Seekers (RM/Month)		3 Sharing Access Seekers (RM/Month)		4 Sharing Access Seekers (RM/Month)		5 Sharing Access Seekers (RM/Month)		6 Sharing Access Seekers (RM/Month)	
	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec
150 ft	8,354.00	8,077.00	4,774.00	4,615.00	3,791.00	3,732.00	3,213.00	3,163.00	2,904.00	2,859.00	2,527.00	2,487.00
200 ft	10,660.00	10,384.00	6,091.00	5,933.00	4,925.00	4,797.00	4,174.00	4,065.00	3,773.00	3,675.00	3,283.00	3,197.00
250 ft	11,340.00	11,064.00	6,480.00	6,322.00	5,184.00	5,058.00	4,393.00	4,287.00	3,972.00	3,875.00	3,456.00	3,371.00
300 ft	14,490.00	14,214.00	8,280.00	8,122.00	6,600.00	6,474.00	5,594.00	5,487.00	5,057.00	4,960.00	4,400.00	4,315.00
350 ft	18,270.00	17,994.00	10,440.00	10,282.00	8,280.00	8,196.00	7,017.00	6,946.00	6,344.00	6,279.00	5,519.00	5,463.00
400 ft	20,790.00	20,514.00	11,880.00	11,722.00	9,480.00	9,354.00	8,034.00	7,928.00	7,263.00	7,167.00	6,319.00	6,235.00

The rates for seven and subsequent sharing Access Seekers/users shall be calculated based on 13% reduction from the rates prior to the additional user

Basic Licence Fee for towers built by SACOFA using T2 and Non-T2 Specifications

Zone C

No of Access Seekers	Single Access Seeker (RM/Month)		2 Sharing Access Seekers (RM/Month)		3 Sharing Access Seekers (RM/Month)		4 Sharing Access Seekers (RM/Month)		5 Sharing Access Seekers (RM/Month)		6 Sharing Access Seekers (RM/Month)	
	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec
150 ft	8,354.00	8,077.00	4,774.00	4,615.00	3,791.00	3,732.00	3,213.00	3,163.00	2,904.00	2,859.00	2,527.00	2,487.00
200 ft	11,104.00	10,828.00	6,345.00	6,187.00	5,130.00	5,003.00	4,348.00	4,240.00	3,930.00	3,833.00	3,419.00	3,335.00
250 ft	11,813.00	11,537.00	6,750.00	6,592.00	5,400.00	5,274.00	4,577.00	4,470.00	4,137.00	4,041.00	3,599.00	3,516.00
300 ft	15,094.00	14,818.00	8,625.00	8,467.00	6,875.00	6,749.00	5,827.00	5,720.00	5,267.00	5,171.00	4,582.00	4,499.00
350 ft	19,031.00	18,755.00	10,875.00	10,717.00	8,625.00	8,543.00	7,310.00	7,240.00	6,608.00	6,545.00	5,749.00	5,694.00
400 ft	21,656.00	21,380.00	12,375.00	12,217.00	9,875.00	9,749.00	8,369.00	8,262.00	7,566.00	7,469.00	6,582.00	6,498.00

The rates for seven and subsequent sharing Access Seekers/users shall be calculated based on 13% reduction from the rates prior to the additional user

Basic Licence Fee for towers built by SACOFA using T2 and Non-T2 Specifications

Zone D

No of Access Seekers	Single Access Seeker (RM/Month)		2 Sharing Access Seekers (RM/Month)		3 Sharing Access Seekers (RM/Month)		4 Sharing Access Seekers (RM/Month)		5 Sharing Access Seekers (RM/Month)		6 Sharing Access Seekers (RM/Month)	
	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec	T2 Spec	Non-T2 Spec
150 ft	8,354.00	8,077.00	4,774.00	4,615.00	3,791.00	3,732.00	3,213.00	3,163.00	2,904.00	2,859.00	2,527.00	2,487.00
200 ft	11,548.00	11,272.00	6,599.00	6,441.00	5,335.00	5,208.00	4,521.00	4,414.00	4,087.00	3,990.00	3,556.00	3,471.00
250 ft	12,285.00	12,009.00	7,020.00	6,862.00	5,616.00	5,490.00	4,760.00	4,653.00	4,303.00	4,206.00	3,744.00	3,659.00
300 ft	15,698.00	15,422.00	8,970.00	8,812.00	7,150.00	7,024.00	6,060.00	5,953.00	5,478.00	5,382.00	4,766.00	4,682.00
350 ft	19,793.00	19,517.00	11,310.00	11,152.00	8,970.00	8,889.00	7,602.00	7,533.00	6,872.00	6,810.00	5,979.00	5,925.00
400 ft	22,523.00	22,247.00	12,870.00	12,712.00	10,270.00	10,170.00	8,704.00	8,619.00	7,868.00	7,792.00	6,845.00	6,779.00

The rates for seven and subsequent sharing Access Seekers/users shall be calculated based on 13% reduction from the rates prior to the additional user

Schedule A (II)

Basic Licence Fee for relocation monopole with cabin

Items	80 feet	100 feet	120 feet
Capex	311,727.87	325,395.02	374,500.00
Opex	294,000.00	294,000.00	294,000.00
Total Interest on rate of 6.5% per annum over 7 years	141,836.18	148,054.73	170,397.50
Total cost	747,564.05	767,449.75	838,897.50
BASIC LICENCE FEE	8,899.57	9,136.31	9,986.88
Cost per single Access Seeker	8,900.00	9,136.00	9,987.00
Cost per Access Seeker/user (2 sharing)	5,562.00	5,710.00	6,242.00
Cost per Access Seeker/user (3 sharing)	4,450.00	4,568.00	4,993.00
Cost per Access Seeker/user (4 sharing)	3,894.00	3,997.00	4,369.00
Cost per Access Seeker/user (5 sharing)	3,560.00	3,655.00	3,995.00

Basic Licence Fee for relocation monopole without cabin

Items	80 feet	100 feet	120 feet
Capex	219,727.87	233,395.02	282,500.00
Opex	294,000.00	294,000.00	294,000.00
Total Interest on rate of 6.5% per annum over 7 years	99,976.18	106,194.73	128,537.50
Total cost		633,589.75	705,037.50

	613,704.05		
BASIC LICENCE FEE	7,306.00	7,542.74	8,393.30
Cost per single Access Seeker	7,306.00	7,543.00	8,393.00
Cost per Access Seeker/user (2 sharing)	4,566.00	4,714.00	5,246.00
Cost per Access Seeker/user (3 sharing)	3,653.00	3,771.00	4,197.00
Cost per Access Seeker/user (4 sharing)	3,196.00	3,300.00	3,672.00
Cost per Access Seeker/user (5 sharing)	2,922.00	3,017.00	3,357.00

Schedule A (III)

Basic Licence Fee for Acquired TM's Structures

User/Type of structure	Single user (RM/month)	2 users (RM/month)	3 users (RM/month)	4 users (RM/month)	5 users (RM/month)	6 users (RM/month)	7 users (RM/month)
Guyed Masts	6,618.00	4,136.00	3,309.00	N/A	N/A	N/A	N/A
80ft Tower	7,158.00	4,474.00	3,579.00	3,132.00	2,863.00	N/A	N/A
100ft Tower	7,526.00	4,704.00	3,763.00	3,293.00	3,010.00	N/A	N/A
120ft Tower	7,576.00	4,735.00	3,788.00	3,315.00	3,030.00	N/A	N/A
150ft Tower	7,627.00	4,767.00	3,814.00	3,337.00	3,051.00	2,860.00	N/A
200ft Tower	8,565.00	5,353.00	4,283.00	3,747.00	3,426.00	3,212.00	N/A
250ft Tower	8,885.00	5,553.00	4,443.00	3,887.00	3,554.00	3,332.00	3,173.00
300ft Tower	11,825.00	7,391.00	5,913.00	5,173.00	4,730.00	4,434.00	4,223.00
350ft Tower	12,614.00	7,884.00	6,307.00	5,519.00	5,046.00	4,730.00	4,505.00
400ft Tower	15,185.00	9,491.00	7,593.00	6,643.00	6,074.00	5,694.00	5,423.00
150ft Monopole	9,605.00	6,003.00	4,803.00	4,202.00	3,842.00	N/A	N/A

SACOFA'S ARD – SCHEDULE B

SCHEDULE B

TECHNICAL AND OPERATIONAL MATTERS

PART I - FORECASTING

1. General

- 1.1 **Part I of Schedule B** sets out the forecasting procedures that are applicable in relation to the provision of network facilities and network services listed in the Access List Determination under SACOFA's ARD.
- 1.2 Where relevant. The forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.

[Removed]

PART II – ORDERING AND PROVISIONING

1. General

- 1.1 **Part II of Schedule B** sets out ordering and provisioning procedures that are applicable in relation to the provision of network facilities and network services listed in the Access List Determination under SACOFA's ARD.
- 1.2 Where relevant, the ordering and provisioning obligations set out in Section 5.7 of the MSA Determination shall be applicable.

[Removed]

PART III – OPERATIONS AND MAINTENANCE

- 1.1 **Part III of Schedule B** sets out ordering and provisioning procedures that are applicable in relation to the provision of network facilities and network services listed in the Access List Determination under SACOFA's ARD.
- 1.2 Where relevant, the ordering and provisioning obligations set out in Section 5.7 of the MSA Determination shall be applicable.

[Removed]

PART IV – OTHER TECHNICAL MATTERS

- 1.1 **Part IV of Schedule B** sets out the other technical matters and procedures that are applicable in relation to the provision of network facilities and network services listed in the Access List Determination under SACOFA's ARD.
- 1.2 Where relevant, the technical obligations set out in Section 5.16 of the MSA Determination shall be applicable.

[Removed]