

MAXIS ACCESS REFERENCE DOCUMENT

Access Reference Document

Version 4.0 – Effective 2 June 2009

Preface

Interpretation – definitions are in the Dictionary

This Access Reference Document (“Maxis ARD”):

is made by

1.	Name	Maxis Broadband Sdn Bhd (“Maxis Broadband”)
	Company number	234053-D
	Address	Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia

2.	Name	Maxis Mobile Sdn Bhd (“Maxis Mobile”)
	Company number	229892-M
	Address	Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia

3.	Name	Maxis Mobile Services Sdn Bhd (“MMSSB”)
	Company number	73315-V
	Address	Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia

4.	Name	Maxis International Sdn Bhd ("Maxis International")
	Company number	240071-T
	Address	Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia

takes effect from 2 June 2009

**in relation
to these
Access
Service(s)**

- A Interconnection Services:-
- (i) Fixed Network Origination and Termination Service;
 - (ii) Mobile Network Origination and Termination Service;
 - (iii) Interconnect Link Service;
 - (iv) Wholesale Local Leased Circuit Services;
 - (v) Internet Interconnection Service (in force until 1 January 2011);
 - (vi) Domestic Network Transmission Service (in force until 30 June 2010);
 - (vii) Domestic Connectivity to International Services;
 - (viii) Network Co-Location Service; and
 - (ix) Transmission Service.
 - (x) Wholesale Line Rental Service.

- B Other Access Services:-
- (i) 3G-2G Domestic Inter-Operator Roaming Service (in force until 1 January 2011);
 - (ii) Infrastructure Sharing;
 - (iii) Full Access Service;
 - (iv) Line Sharing Service;
 - (v) Sub-loop Service;
 - (vi) Bitstream Services;
 - (vii) Digital Subscriber Line Resale Service;

**Is
available
at**

www.maxis.com.my or the address indicated above.

Chapter 1 Background, Structure and Scope

1.1 Background

- (a) Maxis Broadband, Maxis Mobile Services, Maxis Mobile and Maxis International (collectively "**Maxis**") are all wholly owned subsidiaries of Maxis Communications Berhad ("**MCB**").
- (b) Maxis Broadband is a licensed operator under the Act and provides wholesale Access Service(s) to Maxis Mobile Services and Maxis Mobile and offers PSTN telephony applications services.
- (c) Maxis Mobile Services is a licensed operator under the Act and secures wholesale Access Service(s) from Maxis Broadband and offers public cellular telephony applications services.
- (d) Maxis Mobile is a licensed operator under the Act and secures wholesale Access Service(s) from Maxis Broadband and offers applications services.
- (e) Maxis International is a licensed operator under the Act and offers Access Service(s) in respect of international traffic.
- (f) The Malaysian Communications and Multimedia Commission ("**Commission**") has issued a Commission Determination on the Mandatory Standard on Access, Determination No 2 of 2005 which came into operation on 1 July 2005 and Variation to Commission Determination on the Mandatory Standard on Access, Determination No 2 of 2009 which came into operation on 2 February 2009 (both collectively referred as "**MSA Determination**"). This Access Reference Document is prepared pursuant to the MSA Determination and is hereby referred to as the "**Maxis ARD**".

1.2 Structure of Maxis ARD

The Maxis ARD is set out as follows:-

- (a) **Main Text** of which there are:
 - (i) Chapters (e.g. Chapter 1);
 - (ii) Sections (e.g. Section 1.1 being the first section of Chapter 1); and
 - (iii) Schedules to the Main Text (e.g. Schedule A of the Main Text).
- (b) **Schedules** of which there are:
 - (i) Sections (e.g. Section A of Schedule A);
 - (ii) Parts (e.g. Part (i) of Section A); and
 - (iii) Paragraphs (e.g. Paragraph 1.1 of Part (i) of Section A).

1.3 Scope of Maxis ARD

1.3.1 Access is subject to agreement

This Maxis ARD sets out the terms and conditions on which Maxis as an Access Provider will provide Access Service(s) to an Access Seeker.

This Maxis ARD is not an offer to enter into a legally binding agreement. It is merely a reference document that indicates the terms and conditions on which Maxis is prepared to provide Access Service(s) to the Access Seeker. If the Access Seeker wishes to obtain Access Service(s) from Maxis, the Access Seeker and the relevant Maxis entity(s) providing the requested Access Service(s) must enter into an access agreement ("**Access Agreement**").

1.3.2 Changes to Maxis ARD

- 1.3.2.1 This Maxis ARD may change from time to time.
- 1.3.2.2 Maxis shall, within ten (10) Business Days of making any amendment to its ARD, provide a copy of the amendments or an amended copy of the Maxis ARD to:-
 - (a) the Access Seeker who is being provided with access to Access Service(s); and
 - (b) the Access Seeker who has requested Maxis' 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.

1.3.2.3 For the purposes of clarification, the terms and conditions of Maxis' ARD are only applicable to the Access Service(s) specified in the Maxis ARD. If the Access Seeker requests for network facilities and/or network services outside Maxis' ARD, the terms and conditions for the provision of such network facilities and/or network services shall remain outside the scope of Maxis' ARD.

1.3.3 Notice of Withdrawal. Replacement and Variation of Maxis' ARD

1.3.3.1 If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, Maxis may, by giving written notice to all Access Seekers to whom it is supplying Access Service(s), withdraw or replace Maxis' ARD with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

1.3.3.2 Maxis shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it is given written notice pursuant to Section 1.3.3.1.

1.3.3.3 In addition to Section 1.3.3.2 above, Maxis may give the Access Seekers to whom it is supplying Access Service(s) under Maxis' ARD a notice of a variation or replacement of Maxis' 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 Maxis under Maxis' ARD; or
- (b) the occurrence of a Regulatory Event that relates to Maxis; or
- (c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

1.3.3.4 Notwithstanding Sections 1.3.3.1, 1.3.3.2 and 1.3.3.3 above, Maxis may subject to Section 1.3.2 above, replace Maxis' ARD at any time.

1.3.4 Availability

Maxis' ARD shall be made available to an Access Seeker:

- (a) on written request to persons specified in Chapter 7 of the Maxis ARD; and
- (b) on a publicly accessible website at www.maxis.com.my.

Chapter 2 Dictionary

The following words have these meanings in this Maxis' ARD unless the contrary intention appears:-

"3G-2G Domestic Inter-Operator Roaming Service" is a service that enables a Customer of an Access Seeker, being a 3G operator or a 3G mobile virtual network operator, to initiate, receive or otherwise utilise applications on the 2G Mobile Network of Maxis.

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

"Access Agreement" means an agreement:-

- (a) entered into between Maxis and the Access Seeker pursuant to Maxis' ARD; or
- (b) which is commercially negotiated between the Operators,

whereby Maxis provides the requested Access Service(s) 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 List" means the Commission Determination on Access List, Determination No.1 of 2005 which came into operation on 1 July 2005 and Variation to Commission Determination on Access List, Determination No.1 of 2009 which came into operation on 2 February 2009, which sets out a list of Access Service(s) determined by the Commission under section 146 of the Act.

"Access Provider" means:-

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

who is a licensee as defined in the Act;

For the purpose of clarification, in this Maxis ARD the Access Provider is "Maxis".

"Access Request" means a request for access to Access Service(s) by the Access Seeker to Maxis containing the information in Section 4.1.3 and any additional information requested under Section 4.5.1(a).

"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 Access Service(s).

"Access Service(s)" means the network facilities and/or network services as specified in the Maxis ARD preface that are provided by Maxis to the Access Seeker pursuant to an Access Request.

"Bank Guarantee" means a guarantee executed in favour of Maxis, on behalf of the Access Seeker, by a bank approved by Maxis and in a format acceptable to Maxis.

"BGR" or "Border Gateway Router" means a router designed for the interconnection of two autonomous systems.

"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 one (1) calendar month period over which the supply to network facilities or network services is measured for the purposes of billing unless otherwise agreed between the Operators.

"Business Day" means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday and Sunday or a public holiday.

"Call Communication" means a Communication involving (in whole or in part) a number or IP address used in the operation of each Operator's network including Message Communications.

"Called Party" means the Fixed Number, Mobile Number or person to which or to whom a Communication is made.

"Calling Party" means a Customer who originates a Call Communication or, where applicable, the Customer who is billed or is obliged to pay for the Call Communication or, in the case of an International Inbound Call, the person originating the Call Communication.

"Charges" means the sums payable by the Access Seeker to Maxis for provision of Access Service(s).

"Churn" means those processes which must be carried out by Operators in relation to the provision of Services and transfers of Customers, whenever a Customer requests to transfer from the Operator who has been providing it with one or more services ("**Releasing Service Provider**") to another Operator ("**Gaining Service Provider**").

"Churn Service" means the service which the Customer requests a Gaining Service Provider to provide.

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

treated as one closed number area and '087' to '089' in the state of Sabah will be treated as one closed number area.

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

"Commission" means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

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

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

"Communications Wire" means a copper or aluminium based wire forming part of a PSTN.

"Creditworthiness Information" means the information required by Maxis to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of Maxis' 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.

"Customer Access Module" means a device that provides a connection (including ring tone and ring current) to Customer equipment. Examples include a customer line module of a local switch and remote terminals.

"DLS" means a digital local switch installed in Maxis' or the Access Seeker's Fixed Network.

"DTS" means the digital trunk switch installed in Maxis' or Access Seeker's Fixed Network.

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

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

"Dispute Resolution Procedures" means the procedures outlined in Annexure A of the MSA Determination.

"Domestic Connectivity to International Services" is an Access Service which comprises each individually:-

- (i) a backhaul transmission service between a network transmission point and a submarine cable landing centre or an earth station;
- (ii) connection services to the submarine cable system.

"Domestic Network Transmission Service" is an Access Service for the carriage of Communications between transmission points (not being Customer transmission points) via network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent basis.

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

"E1" means a unit of 2Mbps of capacity.

"Effective Call" means a call in which the calling exchange line is in connection with the called exchange line and Communication may proceed.

"Effective Date" means the date on which the Access Agreement is duly registered with the Commission under Section 150 of the Act in its entirety (and such registration is notified by the Commission in writing to the Operators)

"Effective International Call" means an outbound Effective Call made between two exchange lines connected through switching centres in Malaysia with any switching centres outside Malaysia.

"Effective Local Call" means an Effective Call between two (2) exchange lines which are:

- (a) connected to the same DLS ;
- (b) connected to DLS(s) within the same charge district area; or
- (c) connected to DLS(s) which are in an adjacent charge district area.

"Effective National Call" means an Effective Call between two (2) exchange lines connected through switching centres which are not within the same charge district and not in the charge district which are adjacent to each other.

"Facilities" means applicable network facilities and/or other facilities as listed in the Access List and specified in this Maxis ARD which facilitate the provision of network services or applications services including content applications services.

"Facilities Access" in relation to Access Service(s) means a service for the provision of access to network facilities and/or premises.

"Far End Handover" means:

- (a) in relation to calls terminating on the Fixed Network, the delivery of calls to a POI within the same Closed Number Area where the call is to be terminated; and
- (b) in relation to calls terminating on the Mobile Network, the delivery of calls to a POI which is in the Home Area of the called number and which is nearest to the location of the called number as requested by the Access Seeker or as mutually agreed between the Operators.

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

"Fixed Network Origination Service" means an Interconnection Service for the carriage of Call Communications to a POI from a Calling Party directly connected to Maxis' Fixed Network.

"Fixed Network Termination Service" means an Interconnection Service for the carriage of Call Communications from a POI to a Called Party directly connected to Maxis' Fixed Network.

"Fixed Number" means a PSTN, ISDN and/or IP Telephony Service number directly connected to the exchanges of either Operator, as the case may be, but does not include the Mobile Numbers of the respective Operator.

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

"Foreign Operator" means a telecommunications operator who is the holder of a valid licence for the provision of Communications Services in a foreign country.

"Freephone Number" means numbers currently denoted by the number range commencing with '1800' but also including such other number ranges agreed to or directed by the Commission where the terminating party (the B party) is charged for the call.

"Freephone 1800 Services" means the service utilising Freephone Numbers.

"Full-span Interconnection" means the physical connection to establish a POI between the Access Provider and Access Seeker's premises, where:

- (a) the link between the Access Provider and the Access Seeker's premises is provided and maintained by Access Provider; and
- (b) the Access Provider installs, operates and maintains its transmission equipment at the Access Seeker's premises.

"Gaining Service Provider" means an Operator to whom the Other Operator's Customer requests a transfer.

"Gateway" means a device or programme in a communications network which interfaces that network with an international communications network.

"High-Speed Broadband Network" means an IP-based network capable of providing services of at least 10Mbps. It includes but is not limited to the "high-speed broadband network" specified in the Ministerial Direction on High-Speed Broadband and Access List, Direction No.1 of 2008.

"Home Areas" means the defined geographical areas within Malaysia where the customer's Mobile Number is located according to the cellular mobile network operator's respective numbering plan. For clarification purposes, such areas are the Central, Northern, Southern, Eastern, Sabah and Sarawak regions.

"Infrastructure Sharing" is an Access Service which comprises the provision of physical access, which refers to the provision of space at specified towers, associated tower sites, In-building Common Antenna System (CAS) and/or Central Equipment Room (CER) to enable an Access Seeker to install and maintain its own equipment.

"In-span Interconnection" means the physical connection to establish a POI between the Access Provider and Access Seeker's premises. Each Operator shall be responsible for:

- (a) the transmission equipment at its end of the link; and
- (b) the part of the link from its premises to the POI.

"Instrument" means any lawful instrument which is issued by the Commission pursuant to the Act.

"Insurance Information" means the insurance information required by Maxis pursuant to Section 4.4.

"Integrated Services Digital Network" or "ISDN" means an integrated service Network that provides digital connection between user-Network interfaces in accordance with the relevant ITU recommendations.

"Interconnect Capacity" means an Access Service which is measured in 2 Mbps or other agreed units between a Gateway and a POI which enables the physical connection between the Networks of the Operators for the purpose of providing one or more Interconnection Services.

"Interconnect Conditioning" means the conditioning, equipping and installation of facilities at Maxis' Gateway to enable the provision of one or more Interconnection Services.

"Interconnect Link Service" is an Access Service which enables the physical connection between Maxis' network and the network of an Access Seeker for the purpose of providing an Interconnection Service.

"Interconnect Support" means the maintenance and operation of Interconnect Capacity, Network Capacity and the equipment and facilities in Maxis' Network (including, but not limited to, its Gateways) to support the provision of one or more Interconnection Services.

"Interconnect Traffic" means Call Communication traffic between the directly connected customers of the respective Operators' Network.

"Interconnection" is interconnection:

- (a) of the Access Seeker's Network to Maxis' Network, for the purposes of Maxis providing Interconnection Services to the Access Seeker in relation to a Call Communication;
- (b) of Maxis' Network to the Access Seeker's Network, for the purpose of the Access Seeker supplying Interconnection Services to Maxis in relation to a Call Communication;

via a POI and using agreed interfaces and signalling systems.

"Interconnection Service" means Access Service(s) (including physical connection between separate networks) to facilitate any-to-any connectivity provided by Maxis to an Access Seeker which involves or facilitates the carriage of Communications between an end user connected to Maxis' Network and a Point of Interconnection.

"Interconnect Steering Group" or "ISG" means the inter-operator relations group established by the Operators in accordance with Clause 5.19.3 of the MSA.

"Interim Period" means a period of up to six (6) months commencing from the Effective Date or such period as may be agreed in writing between the Operators.

"International Gateway" is a designated DTS which provides operational interworking between a Malaysian Operator's Network and a Foreign Operator's Network. Every international gateway is defined by a unique name or code.

"International Inbound Call" means a Call Communication routed from a foreign destination by a Foreign Operator via an International Gateway which is destined for a Malaysia Fixed Number or Mobile Number.

"Internet" means the international network of digital networks utilising the TCP/IP suite of communications protocols of which an Operator's Internet Access Services form part thereof.

"Internet Access Services" means an applications service provided by an Operator whereby a person is able to access Internet services and applications in conjunction with a dial-up connection.

"Internet Call Communication" means a Call Communication made by an Operator's Customers from the Operator's Network to access the Other Operator's Internet Access Services.

"Internet Interconnection Service" is an Access Service for the carriage of data in digital form between one or more POI at a BGR of Maxis' network and the applicable IP addresses directly connected to Maxis' network.

"Invoice" means the invoice for amounts due in respect of the supply of the Access Service(s) during a Billing Period.

"IP" or "Internet Protocols" 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.

"IP Telephony Service" means an IP network service that supports applications services such as voice calls or data delivered over managed private Internet Protocol network.

"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; or
- (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; or
- (c) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which Maxis is required or obliged to comply; or
- (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 Maxis' 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 or class licence granted by the Minister pursuant to the Act for Communications Services.

"MSA Determination" shall have the meaning assigned to it in Section 1.1(f) of Chapter 1.

"MSC" means a mobile switching centre and includes mobile telephone exchanges or similar switches/exchanges, depending on and in accordance with the technology standard or standards of the Mobile Network operated by the Operator.

"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, Water and Communications or, if different, the Minister responsible for administering the Act.

"Mobile local termination charge" means the Charge payable to Maxis for the use of its Mobile Network for call termination from a POI within the Called Party's Home Area.

"Mobile Number" means the cellular mobile number that is able to use an Operator's Mobile Network and does not include the Fixed Number of the Operators.

"Mobile Network" means the network facilities and/or network services comprising the public cellular network for the provision of Call Communications.

"Mobile Network Origination Service" means an Interconnection Service for the carriage of Call Communications to a POI from a Calling Party directly connected to Maxis' Mobile Network.

"Mobile Network Termination Service" means an Interconnection Service for the carriage of Call Communications from a POI to a Called Party directly connected to Maxis' Mobile Network.

"Near End Handover" means:

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

"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.

"Network Co-location Service" means an Access Service which comprises:

- (a) physical co-location; or
- (b) virtual co-location; or
- (c) In-span Interconnection,

and which is necessary for the provision of an Access Service.

"Network Capacity" means equipment and facilities required to be installed in Maxis' Network for use in the provision of one or more Interconnection Services but do not include Interconnect Capacity.

"Network Conditioning" means the conditioning, equipping and installation of facilities at Maxis' Network to enable the provision of one or more Interconnection Services.

"Number Plan" means the number plan adopted by the Commission, or the number plan, subsequently developed, issued and amended by the Commission pursuant to Chapter 2 of Part VII of the Act for the administration, management and assignment of numbers (as defined in Section 6 of the Act), including, but not limited to PSTN numbers and short codes.

"Operations and Maintenance Manual" means the manual associated with Schedule B, as the case may be and which is part of the Access Agreement, in relation to the following:-

- (a) network information;
- (b) commissioning, de-commissioning and re-arrangement practices;
- (c) maintenance practices;
- (d) fault handling procedures;
- (e) complaint handling;
- (f) network monitoring;
- (g) network management;
- (h) access to POI sites;
- (i) contact lists;
- (j) quality of service standards; and
- (k) such other matters as are agreed between the Operators from time to time.

"Operator" means Maxis or the Access Seeker and **"Operators"** means Maxis and the Access Seeker collectively.

"Other Operator" means either

(a) Maxis; or

(b) the Access Seeker ,

as the context requires.

"Point of Handover" or **"POH"** means the agreed point at which Internet Call Communications are being handed over from one Operator's Network to the Other Operator's Network.

"Point of Interface" means a point at or between network facilities which demarcates the Network of Maxis and the Network of an Access Seeker and is the point at which a communication is transferred between those network facilities and includes POI and POP.

"Point of Interconnection" or "POI" means any technically feasible point which demarcates the Network of Maxis and the Network of the Access Seeker (collectively referred to as the "interconnecting networks") and is a point at which a Call Communication is transferred between the interconnecting networks.

"Point of Presence" or "POP" means a point at which an Access Seeker has established itself for the purposes of obtaining access to the Access Service(s).

"Public Switched Telephone Network" or "PSTN" means a telephone network accessible by the public providing circuit switching and transmission facilities utilising analogue and/or digital technologies.

"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.

"R2 PABX services" means a private automatic branch exchange that is connected to a single local exchange by E1 trunk(s) using the Malaysian R2 Signalling System interface as specified in Maxis' Technical Specifications for R2 Signalling System document as at August 1995.

"RVA" means the remote voice answering of the Operators, but shall not include the standard switch announcement of the Operators.

"Releasing Service Provider" means the Operator from whom its Customer requests a transfer.

"Regulatory Event" means:

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

"Security Sum" means security in the form of a Bank Guarantee provided or to be provided by the Access Seeker to Maxis for the supply of Access Service(s) which is more particularly described in Section 4.3.

"Service Ordering Procedures" means the procedures governing the forecasting, planning and ordering of relevant Access Service(s) as set out in the relevant Manuals.

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

"TCP/IP" means the suite of Transmission Control Protocol/Internet Protocols in general use in accordance with good practice.

"Technical and Implementation Manual" means the manual associated with Schedule B and which is part of the Access Agreement, in relation to the following:-

- (a) principles for network configuration;
- (b) forecasting procedures;
- (c) ordering procedures;
- (d) provisioning procedures;
- (e) routing and numbering principles;
- (f) signalling and Technical Specifications for the Interconnection of Fixed Numbers;
- (g) commissioning procedures;
- (h) transfer of charge band data;
- (i) billing procedures;
- (j) call processing;
- (k) call forwarding procedures;
- (l) POI establishment procedures;
- (m) relocation and removal procedures for POI equipment; and

- (n) such other matters as are agreed between the Operators from time to time.

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

"Telephone Area" means those areas stipulated in graphical and tabular form in the National Telephone Service Charge Area ("NATESCA").

"Toll Free Numbers" means numbers currently denoted by the number range commencing with '1300' but also including such other number ranges agreed to or directed by the Commission, where the terminating party (the B party) is charged for the call save for the local call charge levied on the originating Fixed Number or the local retail rates of the mobile operator for directly dialled calls, levied on the originating Mobile Number.

"Toll Free Service" means the service utilising Toll Free Numbers.

"Transmission Service" is an Access Service for the carriage of Communications between any two technically feasible network transmission points (not being Customer transmission points) via network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent basis.

"Unconditioned Communications Wire" means Communications Wire which is not conditioned for voice services only, for example by means of loading coils, taps, bridges or pair gain systems.

"Wholesale Line Rental Service" is an Access Service which allows an Access Seeker's Customer to connect to an Access Provider's Public Switched Telephone Network, and provides the Access Seeker's Customer with an ability to make and receive Call Communications.

2.1 In Maxis' 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, regulation, 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) in relation to an Interconnection Service for the carriage of a call from a POI to a called number, a reference to a direct dialled call includes a Call Communication where the called number is directly dialled:
 - (i) from the calling number; or
 - (ii) by the Access Seeker's operator or a Foreign Operator, but does not include a Call Communication for which the Interconnection Service is provided with the assistance (call dialling, handling or completion) of Maxis' operator or an Foreign Operator; and
- (i) headings are included for convenience and do not affect the interpretation of Maxis' ARD; and
- (j) Use of the word "include" or including" means without limitation.

Chapter 3 Principles of Access and Interconnection

3.1 Services

- 3.1.1 Maxis' ARD applies only to the Access Service(s) listed in the preface.
- 3.1.2 The service description of the Access Service(s) is set out in Schedule A of the Maxis ARD.
- 3.1.3 The charges and charging principles for the Access Service(s) will be set out in the Access Agreement.
- 3.1.4 The technical and operational matters for the Access Service(s) are set out in Schedule B of the Maxis ARD.

3.2 Eligibility for Access to Access Service(s)

- 3.2.1 Maxis may at its discretion and in a manner consistent with the Licence(s) granted (and the licence rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with access to the Access Service(s) set out in Maxis' 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 network facilities or network services listed in the Access List which are set out in Maxis' ARD where the Access Seeker has been granted (i) a network facilities provider Licence and/or (ii) a network service provider Licence and/or (iii) an applications service provider Licence and/or a content applications service provider Licence, and such Licences are not limited or restricted from those detailed in the Act, as amended in any way:
 - (a) by reference to the type of network facilities, network services and/or applications services that can be provided; and
 - (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or applications services.
- 3.2.3 An Access Seeker may not request for access to Access Service(s) where the requested Access Service(s) are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- 3.2.4 Consistent with Government policy and Determinations by the Commission's (and its predecessor), where Maxis provides the Access Seeker with access to the Access Service(s) pursuant to Section 3.2.1, the charges for the requested Access Service(s) shall be as mutually agreed between Maxis and the Access Seeker in the Access Agreement.

3.3 Standard Access Obligations

3.3.1 Maxis shall, subject to Section 3.2, if requested to do so by an Access Seeker, supply the Access Service(s) to the Access Seeker on reasonable terms and conditions.

3.3.2 Section 149 of the Act specifies the terms and conditions upon which Maxis must comply with the Standard Access Obligations. Section 149(2) provides that the access provided by Maxis shall be:

- (a) of at least the same or more favourable technical standard and quality as the technical standard and quality on Maxis' network facilities or network services; and
- (b) on an equitable and non-discriminatory basis.

3.3.3 Customer Principles

3.3.3.1 Maxis 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 Maxis to supply Access Service(s) to it by serving an Access Request on Maxis.

4.1.2 The purpose of such Access Request is to provide Maxis with sufficient information to assess the Access Seeker's request for the supply of the Access Service(s).

4.1.3 The Access Request must:

- (a) contain the name and contact details of the Access Seeker;
- (b) specify the Access Service(s) in respect of which access is sought;
- (c) indicate whether the Access Seeker wishes to either accept Maxis' ARD and its Standard Access Obligations or negotiate an Access Agreement on different terms and conditions from that in Maxis' ARD and Standard Access Obligations;
- (d) specify the ready for service date(s) for the Access Service(s) that is being sought by the Access Seeker;
- (e) contain the names of personnel(s) whom the Access Seeker nominates to represent the Access Seeker in access negotiations with Maxis and in respect of each of those personnel:
 - (i) his or her contact details; and
 - (ii) his or her job title; and
- (f) state the identity of the negotiating team leader whom shall have the authority to make binding representations on behalf of the Access Seeker in relation to matters arising from the access negotiations (subject to final approval from the Access Seeker's Chief Executive Officer or Board of Directors, if required by the Access Seeker);
- (g) contain two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by Maxis and made available for download at www.maxis.com.my;
- (h) where applicable, specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to Maxis' disclosed provisioning cycle and forecasting procedures as described in Schedule B of the Maxis ARD;
- (i) 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 Maxis' Network;

- (j) in the event that the Access Seeker is requesting Infrastructure Sharing service, contain a technical proposal in the format set out in Part (ii) of Section B of Schedule A;
- (k) contain confirmation that the Access Seeker is not currently being supplied with the requested Access Service(s) or if so, the reasons for the additional request for the said Access Service(s);
- (l) specify the type of Licences held by the Access Seeker and a copy of the Licence where a copy had not been previously provided;
- (m) contain Creditworthiness Information as set out in Section 4.2;
- (n) contain Insurance Information as set out in Section 4.4; and
- (o) contain relevant technical information relating to the interface standards of the Access Seeker.

4.2 Creditworthiness Information

4.2.1 The Creditworthiness Information that is required to accompany an Access Request includes:

- (a) a letter, signed by an executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction; and
- (b) a copy of the Access Seeker's most recently audited balance sheet and audited profit and loss statement.

4.3 Security Sum

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

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

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

4.3.3 Maxis is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to Maxis' ARD until the Access Seeker has amongst other things, provided (at the Access Seeker's costs) to

Maxis such Security Sum on terms and conditions reasonably acceptable to Maxis.

4.4 Insurance Information

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

- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's liability Insurance and/or other insurance within statutory limits as required by the laws of Malaysia to provide for payment to its employees employed or in connection with the work covered by the Access Agreement that may be entered into and/or their dependants; and
- (b) Comprehensive General Liability Insurance or Public Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000) and not less than Ringgit Malaysia Five Million (RM 5,000,000) 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.

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 Maxis.

4.5 Maxis' Reply to the Access Request

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

- (a) request for additional information from the Access Seeker where there is a need for further information and a joint site survey in the case of Infrastructure Sharing and Network Co-location Service, prior to considering the Access Request. Maxis shall comply with Section 5.4.16 of the MSA Determination when it requests for such additional information; or
- (b) indicate if it is willing to provide access to the Access Service(s) under Section 4.8 or if it is rejecting the Access Request in accordance to Section 4.7.
- (c) If Maxis is willing to provide access to the Access Service(s), Maxis shall (together with its notice of acceptance) indicate the Security Sum and any non refundable processing fee payable by the Access Seeker prior to the execution of the Access Agreement.

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

4.5.3 Non-refundable processing fee

4.5.3.1 Subject to Section 4.5.3.2, Maxis may charge an Access Seeker a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request.

4.5.3.2 The non-refundable processing fee is only applicable to the requested Access Service(s).

4.5.3.3 In the event additional and/or non-routine work is required in order to process the Access Request, Maxis may charge a separate fee for undertaking such additional work.

4.5.4 Resource charge

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

4.6 Rejection of an Access Request

4.6.1 Reasons for Refusal

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

- (a) in Maxis' reasonable opinion, the Access Seeker's Access Request was not made in good faith;
- (b) in Maxis' reasonable opinion, the Access Request does not contain the information reasonably required by Maxis' ARD provided that Maxis has sought the information from the Access Seeker under Section 4.5.1(a) of Maxis' ARD;
- (c) Maxis does not currently supply or provide access to the requested network facilities or network services listed in the Access List to itself or to any third parties;
- (d) it is not technically feasible to provide access to the requested Access Service(s);
- (e) Maxis has insufficient capacity or space to provide the requested Access Service(s);

- (f) there are reasonable grounds in Maxis' opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Access Service(s); or
- (g) there are reasonable grounds in Maxis' opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the regulated Access Service(s).
- (h) in respect of Full Access Service, Line Sharing Service and Sub-loop Service, save in cases where an Access Agreement has been entered into between Maxis and the Access Seeker, Maxis provides evidence that those premises will be served by a HSBB Network Service (with or without QoS) within 3 years from the date of the request.

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 the supply of Access Service(s)

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

4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of Access Service(s)

4.6.5.1 Examples of reasonable grounds for Maxis' 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 the Access Service(s) have been provided (whether or not by Maxis).

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

4.6.5.3 In determining the creditworthiness of the Access Seeker, Maxis shall not take into account amounts outstanding for Access Service(s) previously provided by Maxis to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Access Service(s), the Access Seeker is not required to pay such amounts to Maxis to the extent that there is a *bona fide* dispute in relation to the amounts outstanding by

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

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

4.7.2 If the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7.1(d), either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

4.8 Acceptance of an Access Request

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

4.8.2 With respect to Section 4.8.1, the Access Seeker shall within ten (10) Business Days either, execute and return the Access Agreement to Maxis or indicate in writing to Maxis that it wishes to negotiate the Access Agreement on different terms and conditions.

4.9 Access Seeker elects to negotiate the Access Agreement

- 4.9.1 (a) If the Access Seeker elects to negotiate the Access Agreement under Section 4.1.3(c), Maxis must set a date and time not later than fifteen (15) Business Days from the date of Maxis' response pursuant to Section 4.5.1(b) at which Maxis' representatives will be available for an initial meeting with the Access Seeker's representatives;
- (b) If the Access Seeker elects to negotiate the Access Agreement under Section 4.8.2, Maxis must set a date and time not later than fifteen (15) Business Days from the date of the Access Seeker's response under Section 4.8.2 at which Maxis' representatives will be available for an initial meeting with the Access Seeker's representatives.

4.9.2 The Operators shall comply with the requirements in Sections 5.4.2, 5.4.3 and 5.4.15 of the MSA Determination in concluding an Access Agreement.

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

If negotiations are not completed within the 120 day period:

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

4.9.4 Maxis will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Access Service(s) until:

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

4.10 **If Access Seeker already has an Access Agreement with Maxis**

4.10.1 If an Access Seeker already has an Access Agreement with Maxis, the Access Seeker may ask Maxis to provide the Access Service(s) based on the terms and conditions of its existing Access Agreement with Maxis.

4.10.2 The Access Seeker shall submit its Access Request in the manner specified in the existing Access Agreement with Maxis. If the existing Access Agreement does not specify how to submit an Access Request, the process set out in this Maxis ARD must be followed.

4.10.3 In the Access Request, the Access Seeker must also:

- (a) specify the Access Service(s) to which access is being requested; and
- (b) confirm that the terms and conditions of the existing Access Agreement with Maxis are to apply to the requested Access Service(s).

4.11 Fast track application

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

- (a) Fixed Network Termination Service
- (b) Mobile Network Termination Service;
- (c) Domestic Network Transmission Services; and
- (d) Interconnect Link Service.

4.11.2 The processing of fast track applications is limited to those Access Seekers whose requirements do not have a material impact on Maxis' current level of network resources. Material impact shall include where the estimated value of Access Service(s) provided to the Access Seeker by Maxis over a ninety day period exceeds RM 50,000.00 ("Maximum Value"). In the event the Maximum Value is exceeded during any ninety (90) day period of the Access Agreement, Maxis shall no longer be obliged to provide the additional access service above the Maximum Value and Maxis shall be entitled to provide the additional Access Service(s) based on the relevant terms and conditions of the Access Agreement.

4.11.3 When submitting a fast track application, the Access Seeker shall provide information as set out in Section 4.1.3 (a) and (b) and the relevant technical information relating to the Access Seeker's Network.

4.11.4 An Access Seeker submitting a fast track application must agree to enter into an Access Agreement with Maxis based on Maxis' ARD and the Standard Access Obligations

4.11.5 The Access Seeker's fast track application must be accompanied by a Security Sum of RM50,000.00 in the form of a Bank Guarantee.

4.11.6 If an Access Seeker already has an Access Agreement with Maxis, when submitting a fast track application the said Access Seeker must not be in breach of any provisions in the Access Agreement, which includes not having any outstanding invoices which surpasses its Due Date owing to Maxis.

4.11.7 If Maxis accepts the Access Seeker's fast track application, Maxis shall within ten (10) Business Days of receiving the said application, provide an Access Reference Document to the Access Seeker.

4.11.8 Maxis may reject a fast track application if the Access Seeker does not fulfil the criteria in this section or for the reasons set out in Section 4.6.1(c), 4.6.1(f) and 4.6.1(g).

4.11.9 If Maxis rejects the fast track application, Maxis shall, within ten (10) Business Days of receiving the fast track application, inform the Access Seeker of the rejection and the reasons for the said rejection. Thereafter, the Access Seeker may proceed to make an Access Request under Section 4.1 of Maxis' ARD.

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 in the confidentiality agreement signed by the Operators.
- 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 Each Operator will charge and bill its own Customers for Call Communication. The Operators will agree on the communication information which is to be exchanged for the purposes of charging and billing, and which shall be deemed to be included in the Manuals for the purposes of call and billing verification. For the purpose of inter-operator billing reconciliation the Operators will provide CLI to each other subject to:-
- (a) the ability of the relevant exchange to provide CLI; and
 - (b) CLI being forwarded to it from another network with which it's Network is interconnected.
- 5.4 CLI and data relating to CLI will be kept confidential by the Operators. The Operator may use the CLI disclosed to it only for the following purposes:-
- (a) prevention and investigation of fraud;
 - (b) display to Customers;
 - (c) emergency services;
 - (d) malicious call tracing; and
 - (e) inter-Operator and/or Customer billing.
- provided always that such use does not violate the Commission's directive. The Operators will co-operate in the barring of CLI where required under law, Determination, Direction or as otherwise agreed.
- 5.5 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.

- 5.6 Information provided under Maxis' 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.
- 5.7 Information required to be provided under Maxis' ARD need not be provided if the recipient Operator has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Operator does not observe such security measures or any of the information is used by it for any purpose other than 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.
- 5.8 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.
- 5.9 (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 relevant information available to the Other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.
- 5.10 All communication information, call and such other relevant information in relation to Call Communication must be kept by both Operators for a period of two (2) years from the date of disclosure or such other period as may be agreed by the Operators pursuant to the confidentiality agreement 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 Access Seeker shall pay Maxis the Charges for the relevant Access Service(s) supplied by Maxis to the Access Seeker, as specified in Access Agreement
- 6.3 The Operators shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.
- 6.4 All payments must:
- (a) be paid on the Due Date unless otherwise agreed in writing by both Operators;
 - (b) be paid by electronic transfer to Maxis or exceptionally, by cheque to the nominated account(s) of Maxis if agreed by Maxis; and
 - (c) must be accompanied by such information as is reasonably required by Maxis to properly allocate payments received.
- 6.5 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any Invoice to Maxis as they become due and payable, nor does it constitute a waiver of Maxis' right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to Maxis.
- 6.6 (a) Maxis shall be entitled to revise the Security Sum in any of the following event:-
- (i) at each subsequent anniversary from the Commencement Date;
 - (ii) where, in the opinion of Maxis, the Security Sum is less than the actual Minimum Value calculated at the end of the most recent ninety (90) days period;
 - (iii) upon the provisioning of new or additional network facilities or network services to the Access Seeker; or
 - (iv) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the Due Dates at least three (3) Invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the Invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Section 6.6(a)(iv).

- (b) Where the Security Sum is revised pursuant to Section 6.6 (a) above, the Access Seeker shall within five (5) Business Days from the written request of Maxis, deposit the new Security Sum with Maxis in the manner specified in Section 4.3.2.
 - (c) Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account ("said accounts") and any interest accrued thereon be held by Maxis in addition to the Security Sum. Maxis shall forward to the Access Seeker a statement of the said accounts annually.
- 6.7 (a) In the event Maxis elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, Maxis shall have the right to use the Security Sum (together with any interest thereon) to set off any outstanding sum due and payable to Maxis by the Access Seeker.
- (b) Subject to Section 6.7(a) above, upon termination of the Access Agreement, the Security Sum deposited with Maxis or parts thereof, together with the interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.
- 6.8 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in Annexure A of the MSA Determination

Chapter 7 Notices

7.1 Any communications in respect of Maxis' ARD should be made in writing to:

Interconnection Services :-

Attention: Vice President & Head of Enterprise and Carrier Business Division

Address: Level 13, Menara Maxis
Kuala Lumpur City Center
Off Jalan Ampang
50088 Kuala Lumpur

Facsimile: 03 2330 0596

Email: AMFITRI@maxis.com.my

Other Access Services :-

Attention: Head of Regulatory

Address: Level 19, Menara Maxis
Kuala Lumpur City Center
Off Jalan Ampang
50088 Kuala Lumpur

Facsimile: 03 2330 0513

Email: CYAP@maxis.com.my

Chapter 8 Term of the Access Agreement

- 8.1 The Operators shall enter into an Access Agreement for a term of no less than three (3) years from the execution date of the said Access Agreement.
- 8.2 Unless otherwise agreed and subject to Maxis not being able to provide access as a result of Force Majeure, Maxis shall only require an Access Seeker to acquire access to specified Access Service(s) under an Access Agreement for a minimum period as follows:

Access Service(s)	Minimum term
Interconnect Link Services	12 months
Wholesale Local Leased Circuit Service	12 months
Domestic Network Transmission Services	12 months
Network Co-Location Service	36 months
Transmission Service	12 months
Wholesale Line Rental Service	12 months
Infrastructure Sharing	36 months
Full Access Service	36 months
Line Sharing Service	36 months
Sub-loop Service	36 months
Bitstream Service	36 months
Digital Subscriber Line Resale Service	36 months

Chapter 9 Termination and Suspension Obligations

9.1 Termination circumstances:

Subject to Section 9.4, Maxis may terminate an Access Agreement or part thereof if any of the circumstances referred to in Section 9.1(a), 9.1(b) or 9.1(c) below apply and Maxis has notified the Access Seeker of its intention to terminate the Access Agreement:-

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

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

9.2 Change in law:

Where the continued operation of the Access Agreement or access to any Access Service(s) provided by Maxis is or will be unlawful (as a result of a legislative change), the Access Seeker and Maxis shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may be provided by Maxis on different terms and conditions (which are acceptable to the Access Seeker). If the Operators cannot agree to the provision of access on different terms and conditions, Maxis may terminate the provision of access to the relevant Access Service(s).

9.3 Suspension circumstances

Subject to Section 9.4, Maxis may only suspend access to any Access Service(s) in the following circumstances:

- (a) the Access Seeker's Facilities materially adversely affect the normal operation of Maxis' Network or are a material threat to any person's safety;
- (b) the Access Seeker's Facilities or the supply of Access Service(s) pose an imminent threat to life or property of Maxis, its employees or contractors;
- (c) the Access Seeker's Facilities cause material physical or technical harm to any Facilities of Maxis or any other person;
- (d) where the Access Seeker has failed to pay Invoices in accordance with Section 5.14 of the MSA Determination;

- (e) where Force Majeure applies; or
- (f) the Access Seeker breaches any laws, regulations, rules or standards which has a material adverse effect on Maxis or the provision by Maxis of Access Service(s) under the Access Agreement.

For the purposes of this Section 9.3, Maxis must provide the Access Seeker five (5) Business Days notice in writing, including written reasons, prior to suspending access to any Access Service(s).

9.4 **Approval**

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

9.5 **Undertakings:**

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

9.6 **Post-termination fees**

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

- (a) Charges invoiced in arrears and not yet paid; or
- (b) Charges arising during an applicable minimum contractual period (as described in section 8.2 above).

9.7 **Upfront charges refund**

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

9.10 **Deposits and guarantees**

Notwithstanding the obligation in Section 9.7, Maxis shall:

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

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (i)- FIXED NETWORK ORIGINATION AND TERMINATION SERVICES

1. General

1.1 This Part sets out the terms and conditions which would be applicable to:-

(a) Fixed Network Origination Service; and

(b) Fixed Network Termination Service,

unless otherwise expressly stated.

2. General Terms And Conditions

2.1 Subject to the Access Seeker's compliance with the Service Ordering Procedures, Maxis will provide this Interconnection Service in accordance with the agreed provisioning procedures, as set out in Schedule B and the relevant Manuals.

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

2.3 The Access Seeker will pay Charges to Maxis for the Interconnection Services provided by Maxis, in accordance with the Access Agreement.

2.4 The routing and call handover principles to be applied to this type of Call Communication are set out in the relevant Manuals.

2.5 In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number, the forwarded portion of the call shall be considered in all respect to be a second and separate call for the purposes of calculating any Charges. Any Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected.

3. Access To Premises

3.1 Where an Access Seeker leases Interconnect Link Service from Maxis to trunk its Interconnect Traffic to and from the POI to its Gateway, Maxis' equipment can be installed in the Access Seeker's premises.

3.2 The Access Seeker shall provide Maxis reasonable access to its premises when Maxis reasonably requires it for the purpose of installing, maintaining, modifying or removing Maxis' equipment required at the POI.

4. Numbering

- 4.1 The Operators are to comply with the obligations, operations and procedures in relation to the Fixed Numbers determined by the Number Plan promulgated by the Commission.
- 4.2 The Operators shall have full discretion in allocating to their Customers the Fixed Numbers which have been allocated for their respective use by the Commission subject to the following conditions:
 - (a) Save for IP Telephony Service numbers, every 10,000 block of numbers must be capable of reference to and restricted to one Telephone Area; and
 - (b) Any allocation of Fixed Numbers facilitates access to and routing over the Operator's Network in accordance with the procedures laid down in Schedule B and the Technical and Implementation Manual.

5. Special Terms And Conditions

5.1 Fixed Network Origination Service

5.1.1 Customer Billing and Debt

The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Fixed Network Origination Service.

5.2 Freephone 1800 Service and Toll Free Service

- 5.2.1 All calls to Freephone Numbers and Toll Free Numbers of the Access Seeker shall be handed over on a Near End Handover basis.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (ii) - MOBILE NETWORK ORIGINATION AND TERMINATION SERVICES

1. General

1.1 This Part sets out the terms and conditions which would be applicable to:-

- (a) Mobile Network Origination Service; and
- (b) Mobile Network Termination Service,

unless otherwise expressly stated.

2. General Terms And Conditions

2.1 Subject to the Access Seeker's compliance with the Service Ordering Procedure, Maxis will provide this Interconnection Service in accordance with the agreed provisioning procedure, as set out in Schedule B and the relevant Manuals.

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

2.3 The Access Seeker will pay Charges to Maxis for Access Services provided by Maxis, in accordance with the Access Agreement.

2.4. The routing and call handover principles to be applied to this type of Call Communication are set out in the relevant Manuals.

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

- (a) where the Call Communication is made from the mobile terminal, in all respect as if it was from a Mobile Number from which the Visited Network is the Network on which the Call Communication is originated; and
- (b) where the Call Communication is made to the mobile terminal, in all respect as if it was to a Mobile Number from which the Visited Network is the Network on which terminating access is provided.

2.6 In the event that a Call Communication to a number (the 'B' party number) which is allocated to either Operator is "forwarded" to either Operator's Fixed Number or Mobile Number, the forwarded portion of the call shall be considered in all respect to be a second and separate

call for the purposes of calculating any Charges. Any Charges incurred in forwarding the call from the original 'B' party number to another Fixed Number or Mobile Number or to another network, shall be to the account of the 'B' party or the Operator to which the 'B' party is connected.

3. Access To Premises

- 3.1 Where an Access Seeker leases Interconnect Link Service from Maxis to trunk its Interconnect Traffic to and from the POI to its Gateway, Maxis' equipment can be installed in the Access Seeker's premises.
- 3.2 The Access Seeker shall provide Maxis reasonable access to its premises when Maxis reasonably requires it for the purpose of installing, maintaining, modifying or removing Maxis' equipment required at the POI.

4. Numbering

- 4.1 The Operators are to comply with the obligations, operations and procedures in relation to the Mobile Numbers determined by the Number Plan promulgated by the Commission.
- 4.2 The Operators shall have full discretion in allocating to their Customers the Mobile Numbers which have been allocated for their respective use by the Commission subject to the following conditions:
 - (a) Each Mobile Number must be allocated in accordance with the cellular mobile operator's respective numbering plan; and
 - (b) Each Mobile Number must be capable of reference to the Home Area.

5. Special Terms And Conditions

5.1 Mobile Network Origination Service

5.1.1 Customer Billing and Debt

The Access Seeker shall be responsible for Customer billing, collection and bad debts in respect of the provision of Communication Services to its Customers by the Access Seeker using the Mobile Network Origination Service.

5.2 Freephone 1800 Service and Toll Free Service

- 5.2.1 All calls to Freephone Numbers and Toll Free Numbers of the Access Seeker shall be handed over on a Near End Handover basis.

6. Charging

- 6.1 The Access Seeker shall be charged the Mobile local termination charge if it carries the Call Communications to a POI or POP within the Home Area of Maxis' Mobile Number Customer at the time the Call Communication is terminated. It shall always be Maxis' responsibility to trace its own Customer. In amplification and not in derogation of the above, if a call originated from the Access Seeker's Network to a Customer of Maxis' Mobile Number who is registered in Penang, and the Access Seeker carries the Call Communications on a Far End Handover basis (that is, to Penang) the Access Seeker is not responsible or under an obligation or liability whatsoever to locate Maxis' Mobile Number's Customer and it shall be at Maxis' cost and expenses to carry the traffic to Maxis' Mobile Number's Customer wherever Maxis' Mobile Number Customer may be.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (iii)- INTERCONNECT LINK SERVICE

1. General

1.1 This Part sets out the terms and conditions which are applicable to Interconnect Link Service.

2. Pre-Requisites For Applying For Interconnect Link Service

2.1 Maxis shall not be obliged to provide to the Access Seeker Interconnect Link Service unless the Access Seeker has first applied and subscribed to:-

- (a) (i) Fixed Network Origination Service; and/or
- (ii) Fixed Network Termination Service, and/or

- (b) (i) Mobile Network Origination Service; and/or
- (ii) Mobile Network Termination Service.

2.2 The terms and conditions pertaining to:-

- (a) (i) Fixed Network Origination Service; and/or
- (i) Fixed Network Termination Service, and/or

- (b) (i) Mobile Network Origination Service; and/or
- (ii) Mobile Network Termination Service,

as more particularly set out in Parts (i) and (ii) of Section A of Schedule A respectively shall apply to this Part (iv) subject to the amendments and modifications contained herein.

3. General Terms And Conditions

3.1 Subject to the Access Seeker's compliance with the relevant Service Ordering Procedures, Maxis will provide Interconnect Link Service in accordance with the relevant provisions of Schedule B.

3.2 Each Operator must ensure that its Facilities provided at each POI conform to QOS Standards and Technical Specifications.

3.3 Each Operator must provide, install, test, make operational and maintain all Facilities on its side of the POI unless otherwise agreed.

3.4 In relation to Interconnect Traffic from directly connected Customers to each Operator's Network, each Operator shall provide its own interconnect link to the POI.

3.5 The minimum period for which the Access Seeker may request Interconnect Link Service is one (1) year.

3.6 In-span Interconnection

- 3.6.1 (a) The preferred mode of provisioning Interconnect Link Service between the Operators shall be In-span Interconnection subject to an agreement between the Operators on the location and the time of installation of the POI. Where In-span Interconnection is utilised between the Operators, each Operator shall pay to the Other Operator the Interconnect Link Service Charges as set out in the Access Agreement.
- (b) For the purposes of clarification, there shall be two types of charges for in-span interconnection:-
- (i) Cable charge, where each operator shall pay to the other operator for the other operator's cable portion deployed in the in-span link between both operators in respect of its outbound circuit. A normal interconnect in-span link deploys two pairs of fibre cable per link in order to provide and support the main and back up system of the transmission link.
 - (ii) Interconnect Conditioning Charges, where each operator shall pay to the other operator the port charges for its outbound circuits.
- (c) no other Charges shall be payable in respect of such In-span Interconnect Link Service between the Operators unless otherwise agreed;
- (d) In-span Interconnection shall be provided by means of optical fibre circuits except where as agreed, due to location, speed or other reasons, microwave or other methods may be used to provide the Interconnection for an Interim Period.
- (e) The Interconnect Link Service shall be on unidirectional circuits unless otherwise agreed by the Operators.

3.7 Interconnect Link Service provided on behalf of the Access Seeker i.e. Full-span Interconnection

- 3.7.1 (a) Where Maxis provides Interconnect Link equipment at both ends (from its POI location to the Access Seeker's POI location), the charges set out in the Access Agreement for Interconnect Link Service under full-span interconnection, shall apply.
- (b) Interconnect Link Service shall be provided on unidirectional circuits unless otherwise agreed by the Operators.

3.8 Interconnect Support

- 3.8.1 Incidental to the provision of related Interconnection Service, Maxis will provide related Interconnect Support and related operations and maintenance support subject to any agreed Charges.

3.9 Installation of POI

- 3.9.1 (a) Unless otherwise agreed, each Operator is to assign, establish and install at least one POI/ POP for each Closed Number Area

or Home Area, as the case may be, throughout the country for the delivery and acceptance of Interconnect Traffic.

- (b) Where an Operator assigns, establishes and installs a POP to Paragraph 3.9.1 (a) above, the Operator who assigns, establishes and installs a POP shall bear the costs of trunking the Interconnect Traffic to and from such POP to the Closed Number Area where the Gateway is located.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (iv) – WHOLESALE LOCAL LEASED CIRCUIT SERVICE

1. General

1.1 This Part sets out the terms and conditions which are applicable to the Wholesale Local Leased Circuit Service.

2. General Terms And Conditions

2.1 Subject to the Access Seeker complying with the Service Ordering Procedures, Maxis will provide in accordance with the provisioning procedures in Schedule B and the Manuals, Wholesale Local Leased Circuit Service requested by the Access Seeker.

2.2 Where the Access Seeker leases Wholesale Local Leased Circuit Service from Maxis, Maxis' equipment can be co-located in the Access Seeker's premises and/or Access Seeker Customer's premises in accordance with Section 5.13 of the MSA Determination.

2.3 The Access Seeker and/or its Customers shall provide Maxis reasonable access to its premises when Maxis reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Wholesale Local Leased Circuit Service by Maxis.

2.4 Maxis shall ensure that the Wholesale Local Leased Circuit Service conforms to the QOS Standards and Technical Specifications, subject to the Access Seeker's use of the Wholesale Local Leased Circuit Service in accordance with the Technical Specifications and other agreed requirements.

2.5 The minimum period for which the Access Seeker may lease the Wholesale Local Leased Circuit Service is one (1) year.

2.6 The Access Seeker will pay Charges to Maxis for Wholesale Local Leased Circuit Service provided by Maxis, in accordance with the Access Agreement.

3. Provisioning of Wholesale Local Leased Circuit Service

3.1.1 Maxis will negotiate in each case the technology and route diversity for the Wholesale Local Leased Circuit Service to be provided.

3.1.2 The location of the Point of Interfaces for Wholesale Local Leased Circuit Service will be determined in each case by mutual agreement of the Operators.

3.1.3 Maxis may determine, and may alter at any time, the physical routing of Wholesale Local Leased Circuit Service provided that notice has been given to the Access Seeker.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (v) – INTERNET INTERCONNECTION SERVICES

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to Internet Interconnection Service.
- 1.2 Where relevant, the provisions of Section 5.22 of the MSA Determination shall be applicable.

2. Domestic Connectivity

- 2.1 Internet Interconnection Service is limited to establishing connectivity between routers of two service providers in Malaysia and shall not include international connectivity.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (vi) - DOMESTIC NETWORK TRANSMISSION SERVICE

1. General

1.1 This Part sets out the terms and conditions which are applicable to Domestic Network Transmission Service.

2. General Terms And Conditions

2.1 Subject to the Access Seeker complying with the Service Ordering Procedures, Maxis will provide in accordance with the provisioning procedures in Schedule B and the Manuals, Domestic Network Transmission Service requested by the Access Seeker.

2.2 Where the Access Seeker leases Domestic Network Transmission Service from Maxis, Maxis' equipment can be co-located in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination.

2.3 The Access Seeker shall provide Maxis reasonable access to its premises when Maxis reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Domestic Network Transmission Service by Maxis.

2.4 Maxis shall ensure that the Domestic Network Transmission Service conforms to the QOS Standards and Technical Specifications, subject to the Access Seeker's use of those Domestic Network Transmission Service in accordance with the Technical Specifications and other agreed requirements.

2.5 The minimum period for which the Access Seeker may lease Domestic Network Transmission Service is one (1) year.

2.6 The Access Seeker will pay Charges to Maxis for Domestic Network Transmission Service provided by Maxis, in accordance with the Access Agreement.

3. Provisioning of Domestic Network Transmission Service

3.1.1 Maxis will negotiate in each case the technology and route diversity for the Domestic Network Transmission Service to be provided.

3.1.2 The location of the Point of Interfaces for Domestic Network Transmission Service will be determined in each case by mutual agreement of the Operators.

3.1.3 Maxis may determine, and may alter at any time, the routing of Domestic Network Transmission Service between the Point of Interfaces provided that notice has been given to the Access Seeker.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A – INTERCONNECTION SERVICES

PART (vii) – DOMESTIC CONNECTIVITY TO INTERNATIONAL SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to Domestic Connectivity to International Service.
- 1.2 “Domestic Connectivity to International Service” shall have the meaning prescribed in the Dictionary.
- 1.3 Where relevant, the provisions of Section 5.21 of the MSA Determination shall be applicable.

**SCHEDULE A
ACCESS SERVICE DESCRIPTION**

SECTION A – INTERCONNECTION SERVICES

PART (viii) – NETWORK CO-LOCATION SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to Network Co-location Service.

2. General Terms And Conditions

- 2.1 Subject to the Access Seeker's compliance with the relevant Service Ordering Procedures, Maxis will provide agreed Network Co-location Service in accordance with the relevant provisions of **Schedule B**.
- 2.2 Each Operator must ensure that its Facilities at each site where Network Co-location Service is provided conform to QOS Standards and Technical Specifications.
- 2.3 Each Operator must provide, install, test, make operational and maintain its respective Facilities at each site where Network Co-location Service is provided, unless otherwise agreed.
- 2.4 Where relevant, the network facilities access and co-location procedures set out in Section 5.13 of the MSA Determination shall be applicable.
- 2.5 The minimum period in which the Access Seeker may lease Network Co-location Service is three (3) years.

3. Costs

- 3.1 The Access Seeker shall pay Charges to Maxis for Network Co-Location Service provided by Maxis, as agreed and set out in the Access Agreement.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION A - INTERCONNECTION SERVICES

PART (ix) - TRANSMISSION SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to the Transmission Service.

2. General Terms And Conditions

- 2.1 Subject to the Access Seeker complying with the Service Ordering Procedures, Maxis will provide in accordance with the provisioning procedures in Schedule B and the Manuals, Transmission Service requested by the Access Seeker.
- 2.2 Where the Access Seeker leases Transmission Service from Maxis, Maxis' equipment can be co-located in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination.
- 2.3 The Access Seeker shall provide Maxis reasonable access to its premises when Maxis reasonably requires it for the purpose of installing, maintaining, modifying or removing equipment related to the provision of Transmission Service by Maxis.
- 2.4 Maxis shall ensure that the Transmission Service conforms to the QOS Standards and Technical Specifications, subject to the Access Seeker's use of the Transmission Service in accordance with the Technical Specifications and other agreed requirements.
- 2.5 The minimum period for which the Access Seeker may lease Transmission Service is one (1) year.
- 2.6 The Access Seeker will pay Charges to Maxis for Transmission Service provided by Maxis, in accordance with the Access Agreement.

3. Provisioning of Transmission Service

- 3.1.1 Maxis will negotiate in each case the technology and route diversity for the Transmission Service to be provided.
- 3.1.2 The location of the Point of Interfaces for Transmission Service will be determined in each case by mutual agreement of the Operators.
- 3.1.3 Maxis may determine, and may alter at any time, the physical routing of Transmission Service between the Point of Interfaces provided that notice has been given to the Access Seeker.

**SCHEDULE A
ACCESS SERVICE DESCRIPTION**

SECTION A – INTERCONNECTION SERVICES

PART (x) – WHOLESALE LINE RENTAL SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to Wholesale Line Rental Service.
- 1.2 “Wholesale Line Rental Service” shall have the meaning prescribed in the Dictionary.
- 1.3 Where relevant, the provisions of Section 5.25 of the MSA Determination shall be applicable.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B – OTHER ACCESS SERVICES

PART (i) – 3G – 2G DOMESTIC INTER-OPERATOR ROAMING SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to 3G-2G domestic inter-Operator roaming service ("3G-2G Roaming Service").
- 1.2 Subject to the terms of the Access Agreement, Maxis shall provide 3G-2G Roaming Service to enable 3G Customers of the Access Seeker to initiate, receive or otherwise utilise applications on Maxis' 2G Mobile Network, provided that the Access Seeker does not own or have access to any other 2G Mobile Network.
- 1.3 The functionalities of the 3G-2G Roaming Service:
 - (a) shall include the ability of the Access Seeker's 3G Customers to initiate and receive 2G voice calls; and
 - (b) are limited to the applications that Maxis provides to its own Customers on its 2G Mobile Network and subject to the applications being technically possible via 3G-2G roaming.
- 1.4 Maxis shall negotiate the technical and commercial terms with the Access Seeker through the Access Agreement.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B – OTHER ACCESS SERVICES

PART (ii) – INFRASTRUCTURE SHARING SERVICE

1. General

- 1.1 This Part sets out the terms and conditions which are applicable to Infrastructure Sharing service.
- 1.2 Subject to the terms of the Access Agreement, Maxis shall provide the Access Seeker space at Approved Towers, Associated Tower Sites and In-building Common Antenna Systems (CAS) and/or Central Equipment Room (CER) to enable the Access Seeker to install and maintain its own equipment.
- 1.3 "Approved Towers and Associated Tower Sites" means those towers and associated tower sites owned by Maxis and for which Maxis has obtained all necessary approvals and licences from the respective local councils and any other relevant authorities.
- 1.4 "In-building Common Antenna System" means a system of facilities comprising antennas and cabling to the antennas inside a building, which is owned or operate by Maxis in association with in-building coverage.
- 1.5 "Central Equipment Room" means a common room or common space where the Access Provider's equipment and CAS combiner is located.
- 1.6 Maxis shall only provide Infrastructure Sharing service where there is spare capacity at the relevant Approved Towers and Associated Tower Sites, and any new installation by the Access Seeker will not exceed the structural loading of the Approved Towers.
- 1.7 For CAS, the Access Seeker is to seek alternative space from the building management if the space at the existing CER is insufficient and not expandable.

2. Costs

- 2.1 The Access Seeker shall bear such charges as may be determined by Maxis for any site surveys conducted in relation to an Access Request for Infrastructure Sharing service.
- 2.2 Where Maxis incurs any costs due to infrastructural, technical and/or software modifications, enhancements or upgrading, to enable the Infrastructure Sharing service requested by the Access Seeker, such one-off costs shall be borne solely by the Access Seeker.
- 2.3 The Access Seeker shall pay Maxis the Charges as agreed and set out in the Access Agreement, for Infrastructure Sharing services provided by Maxis.

3. Format Of Technical Proposal for Approved Towers and Associated Tower Sites

3.1 For Approved Towers and Associated Tower Sites, the Access Seeker shall include a technical proposal in its Access Request, in the format set out below:

(a) GENERAL INFORMATION

Site Name :
Site ID :
Company Name :
Company Address :
Prepared by :
Contact No :
Date :

(b) OBJECTIVE :

(c) SITE DETAILS :

No	Site Name & Address	Longitude	Latitude	Altitude	Structure Height

(d) BSS EQUIPMENT DESCRIPTION

Equipment Type			
Dimension (mm)	Height :	Depth :	Width :
Power Consumption			
Power Supply Requirement			
TX Output Power			

A concrete plinth dimension (HxDxW) is required to be built by the Access Seeker for Outdoor BTS and ACDB installation.

Plinth Dimension:

Dimension (mm)	Height :	Depth :	Width :
----------------	----------	---------	---------

(e) ANTENNA

The type of antenna i.e. radio and microwave antenna to be installed:

(i) RADIO FREQUENCY ANTENNA

Antenna Type	
Frequency Range	
No of Antennas	

Antenna Model	
Antenna Gain (dBi)	
Antenna Dimensions Height/Depth/Width/Weight	
Antenna Height on Tower [above ground level (m)]	
Orientation (Degrees)	

(ii) MICROWAVE ANTENNA

No of Antenna (Dishes)	
Antenna Diameter	
Weight	
Supplier	
Direction (TN)	
Proposed Height	
Type of Antenna	
TX Gain (dBm)	
TX Freq Band	

(iii) CABLING

No of Antenna Feeder Cables	
Type of Antenna Feeder Cables	
Feeder Size (mm)	
No of Baseband Cables	
Type of Baseband Cables	
Baseband Cable Size	

4. Format of Technical Proposal for In-building Common Antenna System.

4.1 For CAS sharing, the Access Seeker shall include a technical proposal in its Access Request, in the format set out below:

i) TECHNICAL SITE SURVEY CHECKLIST

SITE INFORMATION:

Survey Date	
Site LRD	
Site Name	
Site Address	
Contact Person	
Latitude	
Longitude	

IN-BUILDING SITE:

Building Type	
Building Height	
Penthouse	
Rooftop Type	
Equipment Room Type	
Cabin/ Room Size	
Cabin location	

BTS INFORMATION:

RBS Type	
----------	--

TRANSMISSION:

TX location	
Structure Type	
Azimuth	
Far End Site	

POWER SUPPLY:

Method	
Required Power Supply	
BM Request	

GROUNDING:

Method	
Cable Type	
Earth Chamber location	

SITE ATTENDANCE:

Transmission Planner	
BSSD Planner	
RF Planner	
Contractor	

A. BUILDING SUMMARY

1. Building Location on Map
2. Building info:

No of Blocks	
No of Antennas	
No of Car Park	
Building Type	

B. OBJECTIVE**C. SCOPE OF WORK****D. SITE PHOTOGRAPHS (Existing & Proposed)****E. COMBINING CIRCUIT (Existing & Proposed)****F. SITE LAYOUT****G. TECHNICAL SPECIFICATIONS**

	GSM	DCS	3G	WLAN
Frequency Range (MHz)				
Bandwidth (MHz)				
Insertion Loss (dB)				
Ripple in Band (dB)				
Restraint Out Band (dB)				

Port Insulation (dB)				
Return Loss (dB)				
Impedance (Ohm)				
IM3 (dBc)				
Port Type				
Power (Watt)				
Temperature Range (°C)				
Size (mm) H x W x D				
Weight (kg)				

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B - OTHER ACCESS SERVICES

PART (iii) – FULL ACCESS SERVICE

1. General

- 1.1 The Full Access Service is a Facility and/or Service for the use of Unconditioned Communications Wire between the Network Boundary at an end user's premises and a point on a network that is a potential POI located at or associated with a Customer Access Module and located on the end user side of the Customer Access Module.
- 1.2 The Full Access Services includes shared splitting services, interfaces to operational support systems and network information.
- 1.3 Where relevant, the provisions of Section 5.24 of the MSA Determination shall be applicable.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B - OTHER ACCESS SERVICES

PART (iv) – LINE SHARING SERVICE

1. General

- 1.1 The Line Sharing Services is a Facility and/or Service for the use of the non-voiceband frequency spectrum of Unconditioned Communications Wire (over which wire an underlying voiceband PSTN service is operating) between the Network Boundary at an end user's premises and a point on a network that is a potential POI located at, or associated with, a Customer Access Module and located on the end user side of the Customer Access Module.
- 1.2 The Line Sharing Service includes shared splitting services, interfaces to operational support systems and network information.
- 1.3 Where relevant, the provisions of Section 5.24 of the MSA Determination shall be applicable.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B - OTHER ACCESS SERVICES

PART (v) – SUB-LOOP SERVICE

1. General

- 1.1 The Sub-loop Service is a Facility and/or Service for the use of Unconditioned Communications Wire between the Network Boundary at an end user's premises and a point on a network that is a potential POI located at or associated with a Customer Access Module and located on the end user side of the Customer Access Module. For sub-loop Service, the Customer Access Module is housed in a roadside cabinet.
- 1.2 The Sub-loop Service includes shared splitting services, interfaces to operational support systems and network information.
- 1.3 Where relevant, the provisions of Section 5.24 of the MSA Determination shall be applicable.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B - OTHER ACCESS SERVICES

PART (vi) – BITSTREAM SERVICE

1. General

- 1.1 The Bitstream with Network Service is an Access Service for the provision of Layer 2 connectivity for the carriage of certain communications (being data in digital form and conforming to Internet Protocols) between customer equipment at an end user's premises and a POI at the Access Seeker's premises, where:
- (a) the Customer's equipment is directly connected to Maxis' network; and
 - (b) the Access Seeker, but not Maxis, assigns the Customer with an IP address.
- 1.2 The Bitstream with Network Service includes shared splitting services, interfaces to operational support systems and network information.
- 1.3 The Bitstream without Network Service is an Access Service for the provision of Layer 2 connectivity for the carriage of certain communications (being data in digital form and conforming to Internet Protocols) between customer equipment at an end user's premises and a POI at Maxis' premises, where:
- (a) the Customer's equipment is directly connected to Maxis' network; and
 - (b) the Access Seeker, but not Maxis, assigns the Customer with an IP address.
- 1.4 The Bitstream without Network Service includes shared splitting services, interfaces to operational support systems and network information.
- 1.5 Where relevant, the provisions of Section 5.24 of the MSA Determination shall be applicable.

SCHEDULE A
ACCESS SERVICE DESCRIPTION

SECTION B - OTHER ACCESS SERVICES

PART (vii) – DIGITAL SUBSCRIBER LINE RESALE SERVICE

1. General

- 1.1 The Digital Subscriber Line Resale Service is an Access Service for the provision of connectivity for the carriage of certain communications (being data in digital form and conforming to Internet Protocols) to Customer equipment insofar as it relates to IP addresses directly and indirectly connected to Maxis' network. The Digital Subscriber Line Resale Service uses Digital Subscriber Line technology for carriage over the Communications Wire between the Network Boundary (as defined in the Act) at an end user's premises and the Customer Access Module of Maxis' network.

- 1.2 The Digital Subscriber Line Resale Service is limited to the wholesale provision of the digital subscriber line service ordinarily provided by Maxis to end users.

**SCHEDULE B
TECHNICAL AND OPERATIONAL MATTERS**

PART 1-MANUALS

1. General

1.1 Part 1 of Schedule B is applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.

1.2 The Operators will:

(a) use their reasonable endeavours to within four (4) weeks from the Commencement Date negotiate, agree and document as soon as reasonably practicable the new or modified provisions of the Technical and Implementation Manual and the Operations and Maintenance Manual and any other Manuals which the Operators deem necessary to establish pursuant to the Access Agreement;

(b) comply with the operational procedures and methods set out in the Manuals; and

(c) where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to:

(1) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;

(2) the management of the relevant network facilities or network services including:

(i) QOS indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that service quality falls below the agreed indicator levels;

(ii) Network operations in the event of Network failure, congestion and blockage and ensuring that the Operators' Networks are adequately protected from harm;

(iii) test procedures and other technical and operational matters relating to the provision of network facilities or network services by Maxis to the Access Seeker;

(iv) the handling of Customer operations; and

(v) such other matters as Maxis determines.

1.3 Where relevant, the content obligations set out in Sections 5.5 to Section 5.18 of the MSA Determination shall be applicable and shall be documented in the relevant Manuals.

PART II -FORECASTING

1. General

- 1.1 Part II of Schedule B sets out forecasting procedures that are applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.
- 1.2 Where relevant, the forecasting obligations set out in Section 5.6 of the MSA Determination shall be applicable.

2. Interpretation

- 2.1 The following words have these meanings in this Section unless the contrary intention appears:-

"Grade of Service ('GoS') standard" means "probability of calls blocking due to insufficient of circuits, trunk and equipment or a means of expressing congestion at switching stage."

3. Forecasting Requirements

- 3.1 As a result of special network management requirements, the Access Seeker is required to provide a five (5) year rolling forecast, where Full-span Interconnection and In-span Interconnection, and/or Transmission Capacity is utilised. The five (5) year forecast shall be quarterly projections for the first year and annual projections for the remaining four (4) years.
- 3.2 The Access Seeker shall meet the requirements of forecasting process that enables Maxis to plan for the expected need for Access Service(s) in order to carry the forecasted traffic and conform to Grade of Service Standards.
- 3.3 The Access Seeker shall provide traffic forecast between particular destinations. The Access Seeker and Maxis will discuss in good faith on the planning and design of the relevant part of their respective networks and the dimensioning of Network Capacity to carry traffic within Maxis' Network.

PART III -ORDERING AND PROVISIONING

1. General

- 1.1 Part III of Schedule B sets out ordering and provisioning procedures that are applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.
- 1.2 Where relevant, the ordering and provisioning obligations set out in Section 5.7 of the MSA Determination shall be applicable.

2. Ordering Procedures

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

Order type	Indicate delivery timeframes
All Orders involving the provision of new Facilities and infrastructure relevant to the Services that are the subject of the Order	8 Months
All Orders involving augmentation of capacity on existing Facilities and infrastructure relevant to the Services that are the subject of the Order	60 days

- (a) The indicative delivery timeframes shall commence from the date the Access Seeker confirms an Order in as per the Technical Implementation set out.
- (b) Where a delay in the delivery of an Order is caused by the Access Seeker, the delivery date specified in the confirmed Order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by the Access Provider.

PART IV -NETWORK CONDITIONING

1. General

- 1.1 **Part IV of Schedule B** sets out network conditioning procedures that are applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.
- 1.2 Where relevant, the network conditioning obligations set out in Section 5.8 of the MSA Determination shall be applicable.

PART V-POINT OF INTERFACE PROCEDURES AND DECOMMISSIONING OBLIGATIONS

1. General

- 1.1 **Part V of Schedule B** sets out points of interface and decommissioning that are applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.
- 1.2 Where relevant, the point of interface procedures and decommissioning obligations set out in Sections 5.9 and 5.10 of the MSA Determination shall be applicable.

2. Point of Interface Location Considerations

Technical consideration for determining Point of Interface locations shall include *inter alia* the following:

- (a) whether switching and transmission facilities have the capacity to interconnect with other networks;
- (b) timely and efficient deployment of sufficient capacity of links to support the required Grade of Service to customers; and
- (c) preservation of network security.

3. Criteria for Establishing a New Point of Interface

Prior to accepting the establishment of a new Point of Interface, the Operators shall comply with the following:

- (a) As a result of special network management requirements, the Access Seeker shall submit its five (5) years' forecast including traffic and circuit forecast, and Interconnect Capacity requirement at the proposed new Point of Interface ;
- (b) The Interconnect Capacity shall be dimensioned to provide for a minimum of 3 (three) years' provisioning period for the purposes of planning;
- (c) Indicate the number of routes and nodes that will be served by the Interconnect Capacity that is provided at the proposed Point of Interface
- (d) Specify whether the method of provisioning is In-span Interconnection or Full- span Interconnection; and
- (e) Determine the availability of the switch capacity at the nodes.

4. Point of Interface Establishment Procedure

4.1 Provisioning of New and Existing Point of Interfaces:

4.1.1 For an In-span Interconnection, the connection shall be provided by means of optical fibre circuits except where as agreed due to location, speed or other reasons, microwave may be used.

5. Decommissioning of Point of Interface

5.1 Either Maxis or Access Seeker may request for the decommissioning of Point of Interface.

5.2 Subject to Paragraphs 5.3 and 5.4, the Operator who makes such request ("Requesting Operator") must first consult and negotiate with the Other Operator in relation to the timetable for decommissioning of the relevant Point of Interface.

5.3 The Requesting Operator must offer an alternative Point of Interface to route interconnection traffic.

5.4 The Requesting Operator shall ensure that there will be no traffic interruption and should be responsible for rerouting the existing traffic before the decommissioning of the relevant Point of Interface

List of Point of Interfaces

Region	Closed Number	Home Area	Point of Interface
Central	03 & 06	Central	Subang Hi-Tech
Central	03 & 06	Central	Sungai Besi
Central	03 & 06	Central	Kepong
Central	03 & 06	Central	Nilai
Northern	04 & 05	Northern	Seberang Jaya
Southern	07	Southern	Johor Bahru
Sabah	088	Sabah	Kota Kinabalu
Sarawak	082	Sarawak	Kuching

PART VI -NETWORK CHANGE

1. General

- 1.1 **Part VI of Schedule B** sets out the network change procedures that are applicable only in relation to the provision of Interconnection Services listed in the Maxis ARD preface.
- 1.2 Where relevant, the network change obligations set out in Section 5.11 of the MSA Determination shall be applicable.

2. Network Change Procedures

- 2.1 Each Operator is responsible for the safe operation of its Network and must take all reasonable and necessary steps to ensure that it's Network, its Network operations and implementation of the Access Agreement:
 - (a) do not endanger the safety or health of the officers, employees, contractors, agents or Customers of the Other Operator; and
 - (b) do not damage, interfere with or cause any deterioration in the operation of the Other Operator's Network.
- 2.2 A Operator must not modify, or take any action which would have the effect of modifying the operation of the Network of the Other Operator or take any action with respect to the Other Operator's Network without the Other Operator's permission.
- 2.3 The Access Seeker must not interfere with the use of the Communications Services provided by Maxis.

PART VII- NETWORK FACILITIES ACCESS AND CO-LOCATION

1. General

- 1.1 **Part VII of Schedule B** sets out the network facilities access and co-location procedures that are applicable only in relation to the provision of Interconnection Services as listed in the Maxis ARD preface.
- 1.2 Where relevant, the network facilities access and co-location obligations set out in Section 5.13 of the MSA Determination shall be applicable.

2. Facilities Access Procedures

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

PART VIII- OPERATIONS AND MAINTENANCE

1. General

- 1.1 **Part VIII of Schedule B** sets out the operations and maintenance procedures that are applicable in relation to the provision of Interconnection Services as listed in the Maxis ARD preface.
- 1.2 Where relevant, the operations and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.

2. Operations and Maintenance Standard

- 2.1 The Operators shall take such reasonable steps within its respective Networks to facilitate end-to end connection of Call Communications across each other's Networks in accordance with agreed operations and maintenance standards.
- 2.2 In the absence of an agreement on the operations and maintenance standards, the Operators may, upon mutual agreement, use ITU- T standards.
- 2.3 The Operators shall ensure that the operations and maintenance standards and procedures used in the respective network do not adversely affect the operations of each other's Networks.
- 2.4 Each operator shall be responsible for the operations and maintenance of its own network facilities and network services.

3. Maintenance Procedures and Practices

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

4. Fault Management

- 4.1 The Operators will co-operate to enable each other to meet the terms of their respective Licences and to fulfil their obligations under the Agreement and to provide Communications Services to their Customers.
- 4.2 The Operators will manage their Networks to minimise disruption to services and, in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.
- 4.3 Each Operator must manage, notify and correct faults arising in its Network which affect the provision of any Communications Service by the Other Operator:
 - (a) as it would in the ordinary course for similar faults affecting the provision of Communications Services by it;

- (b) in accordance with the fault notification procedures and the principles of priority of repair of faults documented in the relevant Manual; and
- (c) in accordance with any service quality standards determined by the Commission.

5. Network Monitoring

- 5.1 Each operator is responsible for monitoring of alarms belonging to its own Network.

6. Service review

- 6.1 The Operators shall hold meetings regularly to review the performance of interconnection between the Operators' Networks and mutually exchanged operational information. In addition, the Operators shall discuss at the meetings, any other inter-working issue that arise.

7. Access to POI

- 7.1 Each operator shall be responsible for *inter alia*:
 - (a) maintaining its POI equipment located in POI sites in good working condition;
 - (b) maintaining the POI sites in a tidy and safe condition;
 - (c) ensuring that flammable material is not left in or around POI sites following maintenance works or other operations; and
 - (d) take such other action as a reasonable prudent operator of such POI equipment would take.

PART IX- CHURN OBLIGATIONS

1. General

- 1.1 **Part IX of Schedule B** sets out the churn procedures that may be applicable as set out in Section 5.18 Churn Obligations of the MSA Determination.

PART X-OTHER TECHNICAL MATTERS

1. General

- 1.1 **Part X of Schedule B** sets out the other technical matters and procedures that are applicable only in relation to the provision of Interconnection Services under Maxis' ARD preface.
- 1.2 Where relevant, the technical obligations set out in Section 5.16 of the MSA Determination shall be applicable.

2. Other Technical Issues

- 2.1 The Operators shall:
 - (a) designate in writing the Point of Interface for the handover of Interconnect Traffic destined for every Telephone Area and Closed Number Area; and
 - (b) provide at least two (2) months prior written notice of its intention to designate a Point of Interface as the point for the handover of particular Interconnect Traffic that would affect the interconnect charges payable by a Operator to the Other Operator on any particular route. This notice period can be shortened by agreement between the Operators.
- 2.2 In all situations, a Customer's original CLI must be routed by Maxis to the Access Seeker and, where applicable, by the Access Seeker to Maxis. Accordingly, in all situations, the translation of numbers, the use of "dummy" numbers or CLI, or any other means of altering numbers which does confuse, or may have the tendency to confuse Maxis' Network or Maxis' or Access Seeker's billing system is absolutely prohibited provided always, that agreed "dummy" numbers or CLI may be used to overcome technical problems relating to routing of Interconnect Traffic or billing of Interconnection Services and such "dummy" numbers are listed in the relevant Manual.
- 2.3 In the event that a Call Communication from the Network of Maxis is terminated at the RV A of the Access Seeker's Network, the Access Seeker shall forward the answer signal to Maxis' Network on the activation of the RVA) and/or the intervention of a human operator, if applicable, on the Access Seeker's Network.
- 2.4 In the event that a Call Communication from the Network of Maxis is not completed due to trunk congestion (which is exhibited by signalling for congestion) on the Access Seeker's Network, the Access Seeker shall forthwith re-dimension their Network including Interconnect Capacity and Interconnect Conditioning, as soon as possible, to enable a Call Communication from the Network of Maxis to be completed on the Network of the Access Seeker.

-END-