



REFERENCE ACCESS OFFER

irix Sdn. Bhd. (formerly known as PP Telecommunication Sdn. Bhd.)
(Company Registration No. 200801039256 (840604-M))

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1. Introduction

1.1 This Reference Access Offer (“**RAO**”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Product from irix SDN. BHD. (formerly known as PP TELECOMMUNICATION SDN. BHD.) (Company Registration No. 200801039256 (840604-M)) (“irix”)

1.2 In pursuant to:-

- (a) Commission Determination on Access List Determination No. 6 of 2021 (“Access List Determination”) which came into effect on 15th December 2021; and
- (b) Section 5.3.3 of the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022) (“MSA Determination”) which came into force on 1st November 2022.
- (c) Commission Determination on the Mandatory Standard On Access Pricing (Determination No.1 of 2023) (“MSAP Determination”) which came into effect on 1st March 2023.

1.3 This RAO is made up of:-

- (a) Introduction.
- (b) List of Services that describes the network services or network facilities as per Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 provided by irix are that are listed below.
 - (i) **Domestic Connectivity to International Service (DCIS)**

2. Legislative Background

Following the issuance by the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No. 2 of 2003 and in the exercise of the powers conferred by sections 55, 56, 104(2) and 106 of the Communications and Multimedia Act 1998 [Act 588] (“Act”), the Commission Determination on the Mandatory Standard on Access (MSA), Determination No. 1 of 2022 and Mandatory Standard on Access Pricing (MSAP) Determination No. 1 of 2023.

3. MSA Determination Obligation

The MSA Determination deals with access to Domestic Connectivity to International Service listed in the Access List Determination and sets out obligations that apply to Operators concerning various access issues which include:

3.1 Disclosure obligation (Section 3.1 of the RAO);

3.1.1. Subsection 3.1.1 General duty: All Operators shall, subject to the provisions of this RAO and the terms and conditions of any confidentiality agreement entered into pursuant to subsection 3.1.8 of this RAO, provide, in response to a request in good faith from any other Operator, any information which is reasonably necessary for the negotiation, conclusion and implementation of the provision of access as contemplated in this Standard and in the Act. No Operator may enter into any agreement which would prevent it from making information available to other Operators unless:

- (a) the Operator notifies the Commission of its entry into the agreement; and
- (b) the said agreement permits the Operator to only make the information available if directed by the Commission.

3.1.2. Subsection 3.1.2 Freedom to negotiate: Without limiting its obligations under the Act, an Access Provider shall not:

- (a) refuse to negotiate an Access Agreement with an Access Seeker, whether the access sought is based on a RAO or otherwise; or
- (b) refuse to provide information required under subsection 3.1 of this RAO on the basis that the Access Seeker wishes to negotiate an Access Agreement, whether the access sought is based on a RAO or otherwise.

3.1.3. Subsection 3.1.3 Reference Access Offer: Each Access Provider shall prepare and maintain a RAO for each Facility and/or Service listed in the Access List Determination which such Access Provider provides to itself or third parties. The RAO shall:

- (a) set out the full terms and conditions on which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including the rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates (such as those referred to in subsection 3.3.503.7 and 3.3.553.7 of this RAO);
- (b) incorporate the details of all available POIs offered by the Access Provider, as specified on its publicly accessible website from time to time under paragraph 3.3.58(a) of this RAO;
- (c) contain a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services, including a copy of the fast-track application form required for use under subsection 3.2.20 of this RAO;
- (d) contain a copy of the Access Provider's standard confidentiality agreement which shall comply with subsection 3.1.8 of this RAO;
- (e) contain only terms and conditions which are consistent with the rights and obligations set out in this RAO and any applicable mandatory standard, including mandatory standard on QoS; and

- (f) not contain any terms and conditions which are inconsistent with the rights and obligations set out in this RAO or any applicable mandatory standard, including mandatory standard on QoS.

For clarification, the requirement to prepare and maintain a RAO shall be without prejudice to any rights and obligations of Access Providers and Access Seekers under an Access Agreement.

3.1.4. Subsection 3.1.4 Availability: Each Access Provider shall ensure that each RAO prepared by it shall:

- (a) be in writing (which includes legible electronic format);
- (b) contain all information required to be included under subsection 3.1 of this RAO;
- (c) be accurate;
- (d) be modular, so that details about the terms and conditions, including the rates, for each of the Facilities and/or Services are available individually and separately under a RAO;
- (e) be consistent with:
 - (i) the Act;
 - (ii) this RAO and any applicable mandatory standard, including mandatory standard on QoS; and
 - (iii) any applicable decision or determination of the Commission;
- (f) be made available on the Access Provider's publicly accessible website as soon as the RAO is finalised by the Access Provider;
- (g) specify its date and version number, both on the cover and on each page of the document and on the Access Provider's publicly accessible website; and
- (h) be provided to the Commission before being made available under paragraph 3.1.4(f) of this RAO.

3.1.5 Subsection 3.1.5 Amendment: If an Access Provider proposes to amend a RAO except to the extent relating to 5G Services, that Access Provider must, no less than thirty (30) Business Days before the Access Provider proposes to effect the changes, provide a copy of the amended RAO showing the proposed changes to the existing RAO, to:

- (a) all Access Seekers who are being provided with access to Facilities and/or Services under the existing RAO; and
- (b) all Access Seekers who have requested access to Facilities and/or Services under the existing RAO within the period of three (3) months prior to the making of such amendments, excluding any such Access Seeker who has since indicated that it does not wish to proceed with its Access Request.

If an Access Provider proposes to amend an RAO to the extent relating to 5G Services, then the Access Provider must:

- (c) consult with all Access Seekers who are being provided with, or have in the preceding three (3) months requested access to, 5G Services under the existing RAO for a period of at least thirty (30) Business Days;
- (d) following such consultation, provide to such Access Seekers 30 Business Days' notice of any changes to the RAO; and
- (e) obtain written approval from the Commission to publish, and following such approval promptly publish, the updated RAO on the Access Provider's website.

For clarification:

- (i) nothing in subsection 3.1.5 of this RAO prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by an Access Provider under this subsection;
- (ii) where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between the Access Provider and Access Seeker; and
- (iii) without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement. Upon expiry of the thirty (30) Business Day period referred in this subsection 3.1.5. However, if the Access Seeker disputes the change to the existing RAO within such thirty (30) Business Day period, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of the Access Provider.

3.1.6 Subsection 3.1.6 Amended RAO: Upon expiry of the thirty (30) Business Days in subsection 3.1.5 of this RAO (or such longer period as the Access Provider determines is necessary to finalise the amendments to its RAO), the Access Provider will:

- (a) make available the amended RAO on the Access Provider's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
- (b) provide the updated RAO to the Commission before being made available under paragraph 3.1.6(a) of this RAO.

3.1.7 Subsection 3.1.7 Information disclosure: An Access Provider must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

- (a) any supplementary details of a Facility and/or Service offered by the Access Provider not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
- (b) any supplementary access charges for access to Facilities and/or Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);

- (c) all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to any proof of concept (POC) information where available, physical and logical interfaces of the Access Provider's Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, the Access Provider's Network;
- (d) supplementary details of the Access Provider's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);
- (e) supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);
- (f) details of the Access Provider's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
- (g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider under subsections 3.1.9, 3.1.10 and 3.1.11 of this RAO; and
- (h) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs 3.1.7(a) to 3.1.7(g) of subsection 3.1.7 of this RAO.

Prior to the provision of information under subsection 3.1.7 of this RAO, the Access Provider may request the Access Seeker to enter into a confidentiality agreement in accordance with subsection 3.1.8 of this RAO.

3.1.8 Subsection 3.1.8 Confidentiality Agreement: An Access Provider's confidentiality agreement:

- (a) shall be reciprocal;
- (b) shall be no broader than the confidentiality provisions in the Access Provider's RAO;
- (c) shall be no broader than necessary to protect the legitimate commercial interests of the Disclosing Party;
- (d) shall include provisions prohibiting the Receiving Party from disclosing information to third parties or using information other than as necessary for the purposes of assessing a request for access; and
- (e) shall not prevent the disclosure of Confidential Information or other information to the Commission by the Receiving Party.

3.1.9 Subsection 3.1.9 Security requirements:

- (a) An Access Provider shall not impose any security requirements on an Access Seeker unless the Access Provider determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.

- (b) An Access Provider shall ensure that the amount and type of any security requirements to be imposed on an Access Seeker is only imposed in the Access Provider's security policy and is commensurate with:
- (i) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
 - for Facilities and/or Services with a minimum period of access, a maximum of six months for those Facilities and/or Services; and
 - for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services,in an Access Agreement;
 - (ii) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
 - (iii) security previously reasonably required by the Access Provider.
- (c) The Access Provider must not impose a security requirement on an Access Seeker which:
- (i) exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by the Access Provider to the Access Seeker; or
 - (ii) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

3.1.10 Subsection 3.1.10 Insurance requirements: An Access Provider shall ensure that any insurance that it requires an Access Seeker to have in place extends no further than the reasonable insurable interest that the circumstances require and, without limiting the foregoing, shall not be permitted to require:

- (a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into;
- (b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) 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; and
- (c) the Access Seeker to specifically list the Access Provider's name as the beneficiary.

3.1.11 Subsection 3.1.11 Creditworthiness information: An Access Provider may only request creditworthiness information from an Access Seeker:

- (a) if the Access Provider reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;
- (b) if the creditworthiness information sought is limited to information which is publicly available (on this basis, the Access Provider may request the Access Seeker to warrant

that such information is accurate); and

- (c) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.

3.1.12 Subsection 3.1.12 Reporting obligations: On 1 October of each year, in respect of the Facilities and/or Services set out in subsection 3.1.4 of this RAO, each Access Provider shall notify the Commission in writing, in any form approved or notified by the Commission from time to time, of:

- (a) each Facility and/or Service which is included in the Access Provider's RAO as published on its publicly accessible website;
- (b) each Facility and/or Service which is not included in the Access Provider's RAO as published on its publicly accessible website;
- (c) each Access Agreement which the Access Provider has entered into, including:
 - (i) the name and contact details of the relevant Access Seeker;
 - (ii) the Facilities and/or Services made available under the Access Agreement;
 - (iii) any other products or services made available under the Access Agreement;
 - (iv) the term of the Access Agreement;
 - (v) whether the Access Agreement is based on the terms of the Access Provider's RAO, is negotiated on amended terms of that RAO, or is negotiated on alternative terms; and
 - (vi) any further details of the Access Agreement that may be requested by the Commission from time to time;
- (d) each Facility and/or Service which has been supplied under an Access Agreement during the period since the previous reporting period under subsection 3.1.12 of this RAO and the name and details of the party to which they were supplied;
- (e) each Access Agreement which has expired or has been terminated (if any) since the previous reporting period under subsection 3.1.12 of this RAO;
- (f) details of any security required by the Access Provider from Access Seekers under subsection 3.1.9 of this RAO, as revised or varied under subsection 3.3.139 of this RAO;
- (g) details of all ongoing negotiations with Access Seekers, including the date on which the negotiation commenced and updates where an extension of time for negotiation has been granted;
- (h) details of all ongoing disputes with Access Seekers to which the Dispute Resolution Procedures apply;
- (i) details of any ongoing space constraints at any POI and other locations including due to technical reasons;

- (j) details of any constrained capacity and how it has been allocated in accordance with the Access Provider's Capacity Allocation Policy (or the Access Provider's Capacity Allocation Policy for Duct and Manhole Access or Infrastructure Sharing, as the case may be);
- (k) summary details of all refused requests for interconnection or access by Access Seekers since the previous reporting period under subsection 3.1.12 of this RAO;
- (l) Not applicable to irix
- (m) any other information requested by the Commission.

3.2 Negotiation obligations (Section 3.2 of the RAO Determination);

3.2.1 Subsection 3.2.1 Timing: If an Operator wishes to negotiate an Access Agreement with another Operator:

- (a) both parties shall notify the Commission when the negotiations for the Access Agreement begin under this subsection;
- (b) both parties shall use their best endeavours to conclude the Access Agreement within:
 - (i) where there is no Access Agreement in place between the Operators, four (4) months; or
 - (ii) where there is already a commercial agreement or an Access Agreement in place between the Operators, three (3) months,

after a written request by the Access Seeker to commence negotiations under paragraph 3.2.6(d) of this RAO and the Access Provider's response confirming it is willing to proceed to negotiate under paragraph 3.2.7(b) of this RAO;

- (c) if the negotiations are not completed within the applicable timeframe specified under paragraph 3.2.1(b) of this RAO:
 - (i) the parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the parties and the Dispute Resolution Procedures shall take effect; or
 - (ii) either party may initiate the Dispute Resolution Procedures; and
- (d) if the Commission grants an extension of time under paragraph 3.2.1(c)(i) of this RAO, it may do so subject to such conditions as it specifies (such as an ongoing requirement to provide updates on negotiations at specified intervals and the right to reduce or extend any extension).

3.2.2 Subsection 3.2.2 Good faith: An Operator shall co-operate, in good faith and in a commercially reasonable manner, in negotiating and implementing the terms of its Access Agreements. This includes:

- (a) acting promptly, honestly, and not perversely, capriciously or irrationally;

- (b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to Facilities and/or Services (such as refusing to provide particular forms of access that the Access Provider provides to itself); and
- (c) avoiding unnecessary disputes and resolving disputes promptly and fairly.

3.2.3 Subsection 3.2.3 Confidentiality: An Operator must protect from disclosure any Confidential Information provided by another Operator in the course of negotiating an Access Agreement and during the term of an Access Agreement in accordance with a confidentiality agreement prepared under subsection 3.1.8 of this RAO.

3.2.4 Subsection 3.2.4 Intellectual Property: An Operator shall only use such Intellectual Property and information provided by another Operator for the purposes of providing or acquiring access to requested Facilities and/or Services. An Operator must not use such Intellectual Property or information for the development or marketing of other communication services or Equipment by that Operator, its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, or third parties.

3.2.5 Subsection 3.2.5 Access Request: An Access Provider may require an Access Seeker to provide an Access Request to the Access Provider if:

- (a) there is no Access Agreement in force between the Access Provider and the Access Seeker governing access to the Facilities and/or Services to which the Access Seeker seeks access; or
- (b) there is such an Access Agreement, but:
 - (i) the current term of that Access Agreement will expire or terminate within the next four (4) months; or
 - (ii) the requested Facilities and/or Services are outside the scope of that agreement.

The Access Provider shall develop a process for desk/field studies and Service Qualifications that an Access Seeker may take up prior to entering into an Access Agreement.

3.2.6 Subsection 3.2.6 Required information: An Access Request must contain the following information:

- (a) the name and contact details of the Access Seeker;
- (b) the Facilities and/or Services in respect of which access is sought;
- (c) a list of the relevant licences held by Access Seeker;
- (d) whether the Access Seeker wishes to accept the Access Provider's RAO, to negotiate amendments to the RAO, or to negotiate an Access Agreement on alternative terms;
- (e) the information (if any) the Access Seeker reasonably requires the Access Provider to provide for the purposes of the negotiations. The type of information which may be requested by the Access Seeker is described in, but not limited to, subsection 3.1.7 of this RAO;

- (f) two (2) copies of a confidentiality agreement properly executed by the Access Seeker in the form prescribed by the Access Provider in accordance with subsection 3.1.8 of this RAO;
- (g) preliminary information regarding the scale and scope of Facilities and/or Services that the Access Seeker expects to acquire from the Access Provider pursuant to the Access Request;
- (h) relevant technical information relating to the interface standards of the Equipment of the Access Seeker;
- (i) 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 the Access Provider's Network;
- (j) creditworthiness information in accordance with the Access Provider's requirements, as set out in subsection 3.1.11 of this RAO;
- (k) assessed security (or, if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as set out in subsection 3.1.9 of this RAO;
- (l) insurance information in accordance with the Access Provider's insurance requirements, as set out in subsection 3.1.10 of this RAO; and
- (m) such other information as the Access Provider may reasonably request for the sole purpose of providing access to the requested Facilities and/or Services.

3.2.7 Subsection 3.2.7 Obligations upon receipt: irix shall, within ten (10) Business Days of receipt of an Access Request, respond to the Access Seeker in writing acknowledging receipt of the Access Request and stating that:

- (a) if the Access Seeker is willing to accept a RAO from irix, irix will provide access in accordance with the RAO.
- (b) if paragraph 3.2.6 of this RAO does not apply, irix is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms.
- (c) irix refuses the Access Request in accordance with subsection 3.2.10 of this RAO; or
- (d) irix requires specified additional information to make a decision on the Access Request in accordance with paragraphs 3.2.7(a) to 3.2.7(c) of this RAO, and once such information is received from the Access Seeker, irix shall reconsider the Access Request in accordance with this subsection and the ten (10) Business Days for irix to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

irix must provide a copy of its response to the Commission at the same time that irix provides the response to the Access Seeker.

3.2.8 Subsection 3.2.8 Acceptance response: If irix responds that access will be provided in accordance with a RAO [as described in paragraph 3.2.7(a) of this RAO], irix must, within ten (10) Business Days of such response, provide two copies of the RAO executed by irix to the Access Seeker and one (1) copy of the executed confidentiality agreement returned

by the Access Seeker [in accordance with paragraph 3.2.6(f) of this RAO] that has also been properly executed by irix.

3.2.9 Subsection 3.2.9 Negotiation response: If irix is willing to proceed with negotiation of the Access Request [as described in paragraph 3.2.7(b) of this RAO], irix must set out in its response to the Access Seeker:

- (a) a place, date and time, not later than fifteen (15) Business Days from the date of irix's response, when the irix representative that is authorised to negotiate on an Access Agreement, will be available for an initial meeting with the Access Seeker's representative that is authorised to negotiate on the Access Agreement; and
- (b) one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with paragraph 3.2.6(f) of this RAO] that has also been properly executed by irix.

3.2.10 Subsection 3.2.10 Refusal response: If irix decides to refuse the Access Request [as described in paragraph 3.2.7(c) of this RAO], irix must set out in its response to the Access Seeker:

- (a) the grounds in subsection 3.2.11 of this RAO on which irix is relying.
- (b) the basis of irix's decision with sufficient particulars to enable the Access Seeker to make its own assessment about the applicability of the specified grounds of refusal; and
- (c) a place, date and time, not later than seven (7) Business Days from the date of irix's response, at which representatives of irix authorised to review irix's assessment of the Access Request will be available to meet with representatives of the Access Seeker, for the purpose of discussing the refusal of the Access Request. At this meeting, the Access Seeker may request irix to substantiate its reasons for refusal (and irix shall do so), and if access has been refused on the basis of the grounds in:
 - (i) paragraph 3.2.11(b) of this RAO, the Access Provider must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker.
 - (ii) paragraph 3.2.11(d) of this RAO, irix must identify when additional capacity or space is likely to be available; and
 - (iii) paragraph 3.2.11(e) of this RAO, irix must identify the form of security requirement which would satisfy its concern that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services, its reasons for the security requirement and why it considers such concern cannot be addressed through a security requirement under subsection 3.1.9 of this RAO.

3.2.11 Subsection 3.2.11 Grounds for refusal: Except where expressly permitted otherwise under the Act or section 6 of this RAO, irix shall not refuse an Access Request, except on the grounds that:

- (a) irix does not currently supply, or provide access to, the relevant Facilities and/or Services to itself or to any third parties (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any third parties, which may be acceptable substitutes), except where the Access Seeker compensates irix for the original supply of access to Facilities and/or Services to the Access Seeker.

- (b) the Access Seeker has not provided all of the information required to be provided in accordance with subsection 3.2.6 of this RAO.
 - (c) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker.
 - (d) subject to this RAO, irix has insufficient capacity or space to provide the requested Facilities and/or Services.
 - (e) irix has reasonable grounds to believe that the Access Seeker may fail to make timely payment for the requested Facilities and/or Services and such concern cannot be addressed through a security requirement in accordance with this RAO.
 - (f) there are reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities and/or Services; or
 - (g) there are reasonable grounds for irix to refuse access in the national interest.
- 3.2.12 Subsection 3.2.12 Dispute resolution: If, following the meeting between the parties required to be held pursuant to paragraph 3.2.10(c) of this RAO, for the purposes of discussing irix's refusal of an Access Request, the parties have been unable to resolve any differences about the validity of the Access Request and the Access Seeker disagrees with irix's refusal of the Access Request, either party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.
- 3.2.13 Subsection 3.2.13 Initial meeting: Unless otherwise agreed between the Operators, each Operator shall ensure that its representatives meet on the date notified pursuant to paragraph 3.2.9(a) of this RAO and that such representatives:
- (a) agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations under paragraph 3.2.1(b) of this RAO.
 - (b) agree on negotiating procedures, including:
 - (i) calling and chairing meetings.
 - (ii) responsibility for keeping minutes of the meetings.
 - (iii) clearly defined pathways and timetables for escalation and resolution by each Operator of matters not agreed in the meetings.
 - (iv) procedures for consulting, and including in the negotiating process, relevant experts from each of the Operators; and
 - (v) procedures for preparing and exchanging position papers.
 - (c) review the information requested and provided to date and identify information yet to be provided by each Operator; and
 - (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.
- 3.2.14 Subsection 3.2.14 Facilities and services not specified in the Access List Determination: If an Access Seeker wishes to obtain access to additional facilities and/or services that are not specified in the Access List Determination, then the requirements under subsection 3.2

of this RAO may apply to any request for access to such additional facilities and/or services to the extent agreed by the parties.

3.2.15 Subsection 3.2.15 Additional matters: irix shall not do, or threaten to do, anything that has the effect or likely effect of, any of the following:

- (a) refuse to negotiate terms of access not related to price, for the reason that the rate, charge, charging principles or methodologies of access have not been agreed upon.
- (b) refuse to negotiate access to the Facilities and/or Services because the Access Seeker has not agreed to acquire access to other Facilities and/or Services or because the Access Seeker has not agreed to acquire a particular configuration, option or feature of a requested Facility and/or Service.
- (c) require an Access Seeker to enter into a confidentiality agreement the terms of which would preclude the disclosure of information requested by the Commission or required to be disclosed for the purposes of dispute resolution.
- (d) require an Access Seeker to warrant that an Access Agreement complies with all applicable laws.
- (e) refuse to include in any Access Agreement a provision permitting variation of the Access Agreement in the event of any change in rules, applicable laws or applicable regulations (including Commission decisions and determinations).
- (f) make any negotiation conditional on the Access Seeker first obtaining any regulatory approval or consent.
- (g) intentionally mislead or coerce an Access Seeker into reaching an agreement, which would not otherwise have been reached if not for the misleading act or coercion.
- (h) intentionally obstruct or delay negotiations or any dispute resolution process.
- (i) fail to nominate representatives who have sufficient authority and with sufficient availability to progress negotiations in a timely and efficient manner.
- j) fail to provide information that is necessary to conclude an Access Agreement including, without limitation:
 - (i) information about irix's Network that the Access Seeker reasonably requires in identifying the network elements or network components to which it requires access; and
 - (ii) information about the basis of the determination of rates, charges or fees.

3.2.16 Subsection 3.2.16 Non-permitted information: Notwithstanding anything else in this RAO, irix shall not impose an obligation on an Access Seeker to provide any of the following information to irix (whether as a condition of the provision of further information or as a condition of assessing the Access Seeker's application, or at any other time):

- (a) the Access Seeker's proposed service launch date (though irix may request the Access Seeker to specify any ready-for-service dates which the Access Seeker requires from irix in respect of the requested Facilities and/or Services).
- (b) details of the functionality of the Access Seeker's proposed service, except to the extent that such functionality may affect irix's Network.

- (c) details of the Access Seeker's network rollout plans, except to the extent that such rollout plans relate to ready-for-service dates requested by the Access Seeker.
 - (d) details of the Access Seeker's current or proposed retail charges.
 - (e) details of the Access Seeker's marketing strategy or proposed client base.
 - (f) financial information relating to the Access Seeker's business, except to the extent that such information may be required pursuant to the creditworthiness requirements in subsection 3.1.11 of this RAO.
 - (g) details of any other supply arrangements or Access Agreements to which the Access Seeker is or may be a party, except to the extent that such details are directly relevant to technical characteristics of the requested Facility and/or Service; or
 - (h) any other commercially sensitive information of the Access Seeker which is not strictly required by irix to supply a requested Facility and/or Service.
- 3.2.17 Subsection 3.2.17 Technical infeasibility: For the purposes of paragraph 3.2.11(c) of this RAO, irix shall not refuse an Access Request on the grounds of technical infeasibility unless irix establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matters shall be taken into account in determining whether access is technically feasible:
- (a) economic, accounting, billing, space or site concerns shall be disregarded by irix except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site.
 - (b) any requirement for irix to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible.
 - (c) if irix asserts that meeting the Access Request would have an adverse impact on network reliability, irix must provide evidence that provision of the requested Facilities and/or Services would result in a specific and significant adverse impact on network reliability; and
 - (d) irix must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this subsection) improvements that would allow irix to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).
- 3.1.7 Subsection 3.2.18 Capacity constraints: irix may only refuse an Access Request on the ground that irix has insufficient capacity or space under paragraph 3.2.11(d) of this RAO where irix notifies the Commission in writing that it does not have sufficient capacity to meet the Access Request because the requisite capacity is:
- (a) already carrying traffic to full capacity or near full capacity; or
 - (b) already reserved for future use by irix or another Access Seeker, where such future use shall commence not later than six (6) months from the date of the Access Request. If the reserved capacity is not subsequently used by the reserving party within seven (7) months from the date of the Access Request, irix must promptly inform the Access Seeker and, if required by the Access Seeker, re-consider the Access Request in accordance with the process set out in subsection 3.2 of this RAO; and
 - (c) in the case of both paragraphs 3.2.18(a) and 3.2.18(b) of this RAO, irix is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

- 3.2.19 Subsection 3.2.19 Reporting on refusals: If irix refuses an Access Request, it must notify the Commission within five (5) Business Days of that refusal together with an explanation of its reason for refusal under subsection 3.2.11 of this RAO.
- 3.2.20 Subsection 3.2.20 Fast-track application and agreement: Notwithstanding and as an alternative process to that set out in subsections 3.2.1 to 3.2.18 of this RAO, irix shall make available a fast-track application and agreement process for Access Seekers based on the following principles:
- (a) the fast-track process shall be limited to the criteria set out by irix in accordance with subsection 3.2.21 of this RAO.
 - (b) the fast-track application form:
 - (i) shall be limited to gathering information from the Access Seeker as set out in paragraphs 3.2.6(a) and 3.2.6(b) of this RAO; and
 - (ii) in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 3.1.9 of this RAO within five (5) Business Days of irix receipt of a fast-track application.
 - (c) irix may only refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 3.2.11(a), 3.2.11(e) or 3.2.11(f) of this RAO.
 - (d) the fast-track agreement between irix and the Access Seeker must be on the terms of irix's RAO; and
 - (e) within ten (10) Business Days of irix's receipt of a fast-track application, irix must:
 - (i) provide the Access Seeker with two (2) copies of the RAO executed by irix, or a notice of refusal that sets out the grounds for refusal under paragraph 3.2.20(c) of this RAO (including the basis on which those grounds apply); and
 - (ii) provide the Commission with a copy of the response at the same time that it provides the response to the Access Seeker under paragraph 3.2.20(e)(i) of this RAO.
- 3.2.21 Subsection 3.2.21 Principles for setting up fast-track process: irix shall set up, and publish on its publicly accessible website, the criteria on which Access Seekers will be eligible for the fast-track application and agreement process according to the following principles:
- (a) the criteria must be determined and applied by irix on a non-discriminatory basis.
 - (b) the fast-track process may be limited to the supply of Facilities and/or Services to the extent that such supplies do not have a material impact on irix's current level of network resources; and
- 3.2.22 Subsection 3.2.22 Form of negotiation: Any meeting or negotiation under section 3.2 may take place in person, or virtually by conference call, video conference or using other communications technology with participants in one or more geographical places (or in a combined form).
- 3.3 Content obligation (Section 3.3 to 3.4 of the RAO Determination); and
- 3.3.1 Subsection 3.3.1 Content Obligations: The Content Obligations referred to in this RAO are as follows:

- (a) General Obligations as described in subsection 3.3.3 of this RAO.
 - (b) Forecasting Obligations as described in subsection 3.3.5 of this RAO.
 - (c) Ordering and Provisioning Obligations as described in subsection 3.3.22 of this RAO.
 - (d) Point of Interface Procedures as described in subsection 3.3.57 of this RAO.
 - (e) Decommissioning Obligations as described in subsection 3.3.63 of this RAO.
 - (f) Network Change Obligations as described in subsection 3.3.68 of this RAO.
 - (g) Billing and Settlement Obligations as described in subsection 3.3.74 of this RAO.
 - (h) Operations and Maintenance Obligations as described in subsection 3.3.92 of this RAO.
 - (i) Technical Obligations as described in subsection 3.3.110 of this RAO.
 - (j) Term, Suspension and Termination Obligations as described in subsection 3.3.114 of this RAO.
 - (k) Churn Obligations as described in subsection 3.3.124 of this RAO; and
 - (l) Legal Boilerplate Obligations as described in subsection 3.3.133 of this RAO.
- 3.3.2 Subsection 3.3.2 Application: Unless otherwise specifically provided in this RAO, the Content Obligations shall apply to all Facilities and/or Services subject to the Service Specific Obligations which are set out in section 6 of this RAO.
- 3.3.3 Subsection 3.3.3 General: irix must:
- (a) include in each RAO, obligations which are consistent with these Content Obligations; and
 - (b) not include in any RAO, obligations which are inconsistent with these Content Obligations.
- 3.3.4 Subsection 3.3.4 Compliance with Content Obligations: Each Operator shall comply with:
- (a) subsection 3.3 of this RAO.
 - (b) the following subsections 3.3.3 to 3.3.133 of this RAO (inclusive); and
 - (c) the Service Specific Obligations in section 3.4 of this RAO, as may be applicable.
- 3.3.5 Subsection 3.3.5 Forecasting Obligations General: Subject to subsections 3.3.7 and 3.3.8 of this RAO, irix may require, as a condition of accepting Orders for access to Facilities and/or Services from an Access Seeker (but not as a prerequisite for entering into an Access Agreement), that the Access Seeker provide Forecasts in good faith with regard to a certain period of supply of access to Facilities and/or Services in accordance with subsection 3.3.5 of this RAO.
- 3.3.6 Subsection 3.3.6 Prerequisite information: The Access Seeker may request preliminary information from irix about the availability and capacity of its Facilities and/or Services to the extent the Access Seeker requires such information to provide Forecasts.

- 3.3.7 Subsection 3.3.7 Confirmation of Forecast: If irix, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), irix may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this RAO, and subsection 3.3.22 of this RAO will apply.
- 3.3.8 Subsection 3.3.8 Alternative or no procedure: irix and an Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in subsection 3.3.5 of this RAO as part of an Access Agreement, or to dispense with such procedure altogether. If agreement is reached about such matters, irix and Access Seeker will be bound by the terms of that alternative procedure (or mutual dispensation) and not subsection 3.3.5 of this RAO.
- 3.3.9 Subsection 3.3.9 Non-binding: Subject to subsection 3.3.7 of this RAO, irix shall not require an Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that irix is permitted to recover costs and expenses as set out in subsection 3.3.20 of this RAO.
- 3.3.10 Subsection 3.3.10 Forecast request: irix may request an Access Seeker to provide, with a sufficient level of detail to enable irix to carry out network planning and provisioning, the following information ("Forecast Information"):
- (a) the Facilities and/or Services in respect of which Forecasts are required.
 - (b) the total period of time covered by each Forecast, which period:
 - (i) shall be determined having regard to irix's own planning and provisioning cycles and the forecasting requirements which apply to the Access Seeker's own business units in using the relevant Facilities and/or Services; and
 - (ii) shall be the shorter of the period set out in the relevant Service Specific Obligations and the period of forecasting which irix provides to itself for network planning and provisioning purposes.
 - (c) the intervals or units of time to be used in making the Forecast, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the intervals of time in which irix provides forecasting to itself.
 - (d) the network area or operational area to which Forecasts shall relate, which area shall correspond to that which irix uses for its own network planning and provisioning.
 - (e) the frequency with which a Forecast must be updated, or a further Forecast made in accordance with this RAO, which shall be the shorter of the period set out in the relevant Service Specific Obligations and the length of time after which irix provides itself with the updated or further Forecasts; and
 - (f) such other information that irix reasonably requires in order to provide access to Facilities and/or Services requested by the Access Seeker (which shall not include any information that the Access Provider does not provide to itself in connection with forecasting for its own facilities and/or services).
- 3.3.11 Subsection 3.3.11 Non-permitted information: irix must not request an Access Seeker to provide a Forecast that contains:

- (a) any information that is or would allow irix to infer any non-permitted information listed under subsection 3.2.16 of this RAO; or
 - (b) any information that identifies or would enable the identification of Customers or particular services of the Access Seeker.
- 3.3.12 Subsection 4.4.12 Forecast provision: irix may only require an Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.
- 3.3.13 Subsection 3.3.13 Use of Forecast Information: Forecast Information provided by the Access Seeker shall be treated by irix as Confidential Information of the Access Seeker and shall only be used by those personnel of irix whose role is within either:
 - (a) irix's wholesale or interconnection group; or
 - (b) that part of the network engineering group of irix responsible for interconnection or access, for the purpose of responding to and planning for the Forecast and related Orders irix must maintain records that indicate which persons are provided with access to Forecast Information and, on request from the Commission, provide a copy of such records certified by irix's Chief Executive Officer or Chief Operating Officer.
- 3.3.14 Subsection 3.3.14 Distribution of Forecast Information: irix may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 3.1.13 of this RAO if:
 - (a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and irix's own requirements (so as to protect the confidentiality of the Forecast Information); and
 - (b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services, or its Customers in any manner.
- 3.3.15 Subsection 3.3.15 Time for response: irix must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not irix considers the Forecast to be in compliance with the Forecast Request and:
 - (a) if, irix considers that the Forecast does not comply with the Forecast Request, to specify in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and irix will not require such information to be provided sooner than four (4) weeks after such a notice; or
 - (b) if, irix considers that the Forecast does comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in paragraphs 3.3.16(a) to 3.3.16(d) of this RAO.
- 3.3.16 Subsection 3.3.16 Reasons for rejection: irix may only reject a Forecast following provisional acceptance where irix reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:
 - (a) total current usage of the Facilities and/or Services by irix and all Access Seekers.
 - (b) the current rate of growth of the Access Seeker's usage of the Facilities and/or Services.

- (c) the current rate of growth of total usage of the Facilities and/or Services by irix and all Access Seekers; and
 - (d) subject to subsections 3.3.53 and 3.3.54 of this RAO, the amount of capacity in the Facilities and/or Services that irix currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that irix can reasonably provision for itself.
- 3.3.17 Subsection 3.3.17 Time for acceptance or rejection: irix must give notice of any acceptance or rejection (“Rejection Notice”) of a Forecast to the Access Seeker:
- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
 - (b) such Rejection Notice (if any) must specify:
 - (c) the grounds on which irix rejects the Forecast in accordance with subsection 3.3.16 of this RAO, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re- assessment of the Forecast; and
 - (d) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between irix and Access Seeker if the offer is accepted by the Access Seeker.
- 3.3.18 Subsection 3.3.18 Reconsideration by Access Seeker: irix must allow an Access Seeker to reconsider its Forecast following a Rejection Notice and allow the Access Seeker, within twenty-one (21) Business Days of receipt of a Rejection Notice, either:
- (a) to confirm its rejected Forecast, and explain why the Access Seeker considers that irix is obliged to accept the Forecast under this RAO; or
 - (b) to submit a new Forecast which the Access Seeker regards as meeting irix’s concerns.
- 3.3.19 Subsection 3.3.19 Reconsideration by irix: irix shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 3.3.18 of this RAO and subsections 3.3.15 to 3.3.17 of this RAO shall re-apply.
- 3.3.20 Subsection 3.3.20 Recovery for over-forecasting: irix shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker unless:
- (a) the relevant portion of the Forecast that was not met by the Access Seeker does not relate to a Non-Binding Forecast Period.
 - (b) such costs and expenses were reasonably and necessarily incurred by irix.
 - (c) irix reasonably seeks to mitigate its loss (including through its own usage) provided irix shall not be required to do so for any greater period than the relevant Forecast period; and
 - (d) irix only recovers from the Access Seeker, seventy- five percent (75%) of such costs and expenses which could not be mitigated under paragraph 3.3.20(c) above.

- 3.3.21 Subsection 3.3.21 Meeting Forecasts: Subject to subsections 3.3.15 to 3.3.17 of this RAO, irix must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under subsection 3.6.3 of this RAO, it will be binding on the Access Seeker.
- 3.3.22 Subsection 3.3.22 Ordering and Provisioning Obligations Contact point or mechanism: irix shall designate and notify an Access Seeker of one or more of the following:
- (a) a person to whom Orders for access to Facilities and/or Services are to be delivered.
 - (b) a contact point to which Orders for access to Facilities and/or Services are to be delivered (such as an email address); and
 - (c) a mechanism where Orders for access to Facilities and/or Services can be made (such as a web portal or 828 gateway), provided that if such a mechanism is the only method which irix provides for the receipt of Orders for that Facility and/or Service, irix cannot require the Access Seeker to unreasonably invest in specialized technology or systems (such as an automated interface between the Operational Support Systems of the Operators).
- 3.3.24 Subsection 3.3.24 Order content: Prior to access being provided, irix may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. Irix may request an Access Seeker to provide, at a level of detail (sufficient for planning and provisioning), the following information in an Order for access to Facilities and/or Services:
- (a) the Facilities and/or Services to which access is requested.
 - (b) a requested date and time for delivery.
 - (c) the location of the points of delivery.
 - (d) Equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect irix's Network; and
 - (e) such other information that irix reasonably requires in order for it to provision access to the Facilities and/or Services as requested by the Access Seeker, provided that such information shall not include any information which:
 - (i) irix does not require from itself for similar provisioning.
 - (ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker; or
 - (iii) is non-permitted information under subsection 3.2.16 of this RAO.
- 3.3.25 Subsection 3.7.3 Use of ordering information: Ordering information provided by the Access Seeker shall be treated by irix as Confidential Information of the Access Seeker and shall only be used by those persons within irix whose role is within:
- (a) irix's wholesale or interconnection group; and
 - (b) that part of the network engineering group of irix responsible for interconnection or access, for the purpose of responding to and provisioning for the Order.
- 3.3.26 Subsection 3.3.26 Treatment of Orders and Service Qualifications: irix shall:

- (a) establish a single queue for all Orders and Service Qualifications for a given type of Facility and/or Service, whether those Orders and Service Qualifications are required for itself or any Access Seekers.
 - (b) give the equivalent priority to the handling of all Orders and Service Qualifications in each queue; and
 - (c) otherwise treat all Orders and Service Qualifications in each queue in compliance with its queuing policy established under subsection 3.7.29 of this RAO.
- 3.3.27 Subsection 3.3.27 Acknowledgment of receipt: irix shall acknowledge receipt of an Order for Facilities and/or Services, in writing (or any other material or electronic form as agreed by the parties), within the period specified in the Service Specific Obligations for the purposes of this subsection 3.3.27 of this RAO.
- 3.3.28 Subsection 3.3.28 Notice of Receipt: irix must include in its Notice of Receipt the following information:
- (a) the time and date of receipt of the Order.
 - (b) a list of any additional information reasonably required by irix from the Access Seeker to provision the Order.
 - (c) whether irix needs to perform post-Order Service Qualification because information is not readily available to irix for example, in its Operational Support Systems, together with the reasons for needing to undertake the Service Qualification; and
 - (d) the position of the Order in irix's queue.
- 3.3.29 Subsection 3.3.29 Further information: irix shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 3.3.28(b) of this RAO to provide irix with such information.
- 3.3.30 Subsection 3.3.30 Service Qualifications: irix shall make Service Qualifications available to the Access Seekers prior to placing Orders if such pre-Order Service Qualifications are undertaken for a given Facility and/or Service by irix for itself (for example, for marketing purposes in respect of HSBB Network Service-based services offered to Customers). irix shall only require post-Order Service Qualifications to be requested if:
- (a) no pre-Order Services Qualification has been completed in accordance with the process to be developed under subsection 3.2.5 of this RAO.
 - (b) irix reasonably requires information from post-Order Service Qualifications which are not readily available, for example in its Operational Support Systems; and
 - (c) irix notifies the Access Seeker that the post-Order Service Qualifications are necessary (together with the reasons for needing to take such Service Qualifications) at the time of providing (and as specified in irix's Notice of Receipt under subsection 3.3.28 of this RAO, or, if further information has been requested under subsection 3.3.29 of this RAO, within two (2) Business Days upon the expiry of the period specified in subsection 3.3.29 of this RAO.

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

- 3.3.31 Subsection 3.3.31 Commencement and completion of Service Qualifications:

- (a) irix shall commence a Service Qualification on the date of issuing a Notice of Receipt and complete and notify the Access Seeker of the result of any Service Qualification within the shorter of:
 - (i) fifteen (15) Business Days after the date of the Notice of Receipt; and
 - (ii) the time within which irix performs and notifies the result of an equivalent Service Qualification undertaken for itself; and
 - (b) Where there is a delay in the commencement and/or completion of the Service Qualification, and the delay is caused by either the Access Seeker or by a third party that is not acting under irix's direction or control:
 - (i) irix shall notify the Access Seeker of the delay to the delivery date as soon as practicable after irix becomes aware of it.
 - (ii) irix and Access Seeker must work together to minimize the delay; and
 - (iii) the delivery date shall be extended for a further period as reasonably necessary, and irix shall promptly notify the Access Seeker of the revised completion date.
 - (c) If the relevant Facilities and/or Services available to irix are below the capacity required to provide the relevant Facilities and/or Services to the Access Seeker, irix shall notify the Access Seeker, at the same time as providing notice under paragraph 3.7.9(a), of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted.
- 3.3.32 Subsection 3.3.32 Withdrawal of Order following Service Qualifications: irix shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by irix for any Service Qualification undertaken in respect of the withdrawn Order (irrespective of whether irix has accepted the Order or not) before the earlier of:
- (a) ten (10) Business Days after the Access Seeker receives the result of a Service Qualification under subsection 3.3.31 of this RAO; and
 - (b) one (1) Business Day before irix commences civil works to provision the Order (where the civil works are required to provision the Facility and/or Service within the delivery timeframe specified in the Notice of Acceptance), and any civil works to be conducted must be subject to the issuance of a notice in writing by irix, which may be in the form of a Notice of Acceptance if civil works is to occur after irix has accepted the Order.
- 3.3.33 Subsection 3.3.33 Acceptance obligation: irix must use its reasonable efforts to accept and fulfil Orders from the Access Seeker for Facilities and/or Services which comply with a Forecast accepted by irix pursuant to subsection 3.3.5 of this RAO.
- 3.3.34 Subsection 3.3.34 Time for acceptance or rejection: irix must notify the Access Seeker that an Order is accepted or rejected within:
- (a) the specified timeframe in the Service Specific Obligations for the purposes of this subsection 3.3.34; or
 - (b) the timeframe within which it accepts or rejects equivalent Orders for itself,
- whichever is shorter.

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

3.3.35 Subsection 3.3.35 Notice of Acceptance: irix's Notice of Acceptance to the Access Seeker must contain the following information:

- (a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by irix, then no later than:
 - (i) the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of this subsection 3.3.35; or
 - (ii) the period of time taken by irix to deliver, or activate, such Facilities and/or Services for itself,

whichever is shorter.

- (b) the date when civil works (if any) are intended to commence.
- (c) the charges applicable to fulfil the Order, including without limitation additional works such as internal wiring, right of way, land rental, local authority permits and third-party deposits.
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Facilities and/or Services; and
- (e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("Validity Period").

3.3.36 Subsection 3.3.36 Commencement of delivery timeframes: The applicable delivery timeframe for an Order, as determined under paragraph 3.3.36(a) of this RAO, shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under subsection 3.3.37 of this RAO, the date the Access Seeker confirms the Order in accordance with that subsection; and
- (b) in any other case, from the start of the Validity Period.

3.3.37 Subsection 3.3.37 Access Seeker's confirmation:

- (a) The Access Seeker's confirmation of an Order is not required if irix accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded, a post-Order Service Qualification is required or any other matter that requires further confirmation from the Access Seeker before irix can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for irix to proceed with fulfilling an Order as provided for under paragraph 3.3.37(a) above, irix shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, irix shall fulfil the Order in accordance with the Notice of Acceptance.

- 3.3.38 Subsection 3.3.38 Estimated charges: If the Notice of Acceptance provided by irix contains estimates of charges (e.g., based on time and materials):
- (a) irix shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:
 - (i) the estimate will likely be exceeded.
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfil the Order.
 - (b) irix shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by irix under paragraph 3.3.38(a) above if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%).
 - (c) where the actual cost incurred by irix exceeds an estimate or revised estimate for a specific scope of work provided irix due to:
 - (i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
 - (ii) a change in the scope of work by the Access Seeker,the Access Seeker shall be obliged to pay irix for the actual cost incurred (but in no other circumstances); and
 - (d) irix shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in paragraphs 3.3.38(e) or 3.3.38(b) of this RAO, as applicable.
- 3.3.39 Subsection 3.3.39 Reasons for rejection: irix may only reject an Order from an Access Seeker where:
- (a) subject to subsection 3.2.17 of this RAO (as if references to 'Access Request' in that subsection were references to 'Order'), it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker.
 - (b) subject to compliance with subsections 3.3.53 and 3.3.54 of this RAO, irix has insufficient capacity to provide the requested Facilities and/or Services.
 - (c) subject to subsection 3.7.19 of this RAO, the Order is in excess of the agreed Forecast levels.
 - (d) the Order or variation request duplicates an Order awaiting fulfilment.
 - (e) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to irix satisfaction, acting reasonably (e.g., through the application of a security requirement in accordance with this RAO); or
 - (f) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Facilities and/or Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to irix's

satisfaction, acting reasonably (e.g., through the application of reasonable security or escorted access requirements).

- 3.3.40 Subsection 3.3.40 Notice of rejection: irix notice of rejection of an Order to the Access Seeker must:
- (a) set out the grounds on which irix rejects the Order, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and
 - (b) offer to meet, and meet if the offer is accepted by the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.
- 3.3.41 Subsection 3.3.41 Order in excess of Forecast: Notwithstanding paragraph 3.3.39(b) of this RAO, irix must use its reasonable efforts to provide sufficient capacity to enable irix to accept and fulfil Orders from an Access Seeker for Facilities and/or Services, which are in excess of the relevant Forecast. irix is only required to do so if, after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or irix could readily upgrade existing capacity. irix shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. irix is not required to supply Facilities and/or Services in excess of the Forecast if, despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of Facilities and/or Services provided to all Access Seekers and/or itself.
- 3.3.42 Subsection 3.3.42 Required extra capacity: irix may require an Access Seeker to procure additional capacity on the Access Seeker's side of the Network to the extent that irix, in good faith and reasonably, estimates that the Operators may require additional capacity to meet demand and a failure by the Access Seeker to procure that additional capacity may cause an adverse impact on the operation of the irix Network. Where the Access Seeker fails to so procure additional capacity and the demand exceeds the capacity on the Access Seeker's Network irix must notify the Access Seeker in writing, and the Access Seeker and irix must meet [no later than five (5) Business Days after receipt of the notice from irix] to attempt to identify alternative sources of capacity. If the matter cannot be resolved within ten (10) Business Days of the date of that meeting, irix may bar or block calls or traffic to the Access Seeker's Network to the extent necessary to minimize congestion within irix's Network.
- 3.3.43 Subsection 3.3.43 Other uses: irix shall permit capacity installed in connection with the provision of a network service to be used, to the extent technically feasible, in connection with another network service, at the Access Seeker's option.
- 3.3.44 Subsection 3.3.44 Delivery dates: irix shall deliver the Order for the Facilities and/or Services by the delivery date or activation date (as applicable) as specified in the Notice of Acceptance or the extended delivery date (if any) as determined in accordance with subsection 3.3.46 of this RAO.
- 3.3.45 Subsection 3.3.45 Early delivery dates: If irix, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker and, if requested by the Access Seeker, deliver access to the relevant Facilities and/or Services at the earlier delivery date.
- 3.3.46 Subsection 3.3.46 Delayed delivery dates: Where there is a delay in the delivery of an Order, and:

- (a) the delay is caused by either irix or by a third party, that is not acting under irix's direction or control:
 - (i) irix shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after irix becomes aware of the possible delay.
 - (ii) irix shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Facility and/or Service; and
 - (iii) the delivery date shall be extended for a further period as reasonably necessary, and irix shall promptly notify the Access Seeker of the revised delivery date; or
 - (b) where the delay is caused by the Access Seeker:
 - (i) irix shall notify the Access Seeker of the delay to the delivery date as soon as practicable after irix becomes aware of it.
 - (ii) irix and Access Seeker must work together to minimize the delay; and
 - (iii) the delivery date shall be extended for a further period as reasonably necessary, and irix shall promptly notify the Access Seeker of the revised delivery date.
- 3.3.47 Subsection 3.3.47 Cancellation and variation of Orders: irix shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 3.3.48 of this RAO.
- 3.3.48 Subsection 3.3.48 Cancellation or variation penalty: Except where this RAO provides that cancellation of an Order is to be at no penalty:
- (a) irix may impose a charge for the cancellation or variation of the Order; and
 - (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
 - (i) the sum of costs necessarily incurred by irix which is directly attributable to the cancellation or variation; or
 - (ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied, and reduced to the extent that those costs have been mitigated or would have been mitigated had irix used its best endeavours to do so.
- 3.3.49 Subsection 3.3.49 Testing and provisioning: irix:
- (a) shall co-operate with the Access Seeker in relation to the testing and provisioning of ordered Facilities and/or Services, including, but not limited to, by implementing a proof of concept if requested by the Access Seeker.
 - (b) shall treat an Access Seeker's testing and provisioning on an equivalent basis to that which irix treats testing and provisioning for itself; and
 - (c) may require reasonable co-operation by the Access Seeker in respect of such activities.

- 3.3.50 Subsection 3.3.50 Resource charge: irix:
- (a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by irix, for allocation of manpower and other resources to enable irix to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by irix, to the Access Seeker, as necessary for irix to provide the requested Facilities and/or Services.
 - (b) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 3.3.50(a) above, and in its RAO. irix may reasonably require that information under this paragraph 3.3.50.28(b) be subject to a confidentiality agreement in accordance with subsection 3.1.8 of this RAO; and
 - (c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 3.3.50.28(a) above that have not been included in its RAO. irix may reasonably require that information under this paragraph 3.3.50.28(b) be subject to a confidentiality agreement in accordance with subsection 3.1.8 of this RAO.
- 3.3.51 Subsection 3.3.51 Queuing policy: irix shall establish and maintain a queuing policy for each Facility and/or Service, which:
- (a) shall be non-discriminatory.
 - (b) shall be applied to Orders and Service Qualifications of all Access Seekers and Orders and Service Qualifications for itself for the same or similar Facilities and/or Services, and shall treat the Orders and Service Qualifications of Access Seekers on an equivalent basis to that which irix treats Orders and Service Qualifications for itself for the same or similar Facilities and/or Services; and
 - (c) shall seek to maximize the efficiency of its ordering and provisioning process.
- 3.3.52 Subsection 3.3.52 Acceptance on queue: irix shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under subsection 3.3.27 of this RAO (and as specified in the Notice of Receipt under subsection 3.3.28 of this RAO), of their acceptance of, and position in, irix's queue.
- 3.3.53 Subsection 3.3.53 Constrained capacity: If irix reasonably believes that the capacity in any Facilities and/or Services required by:
- (a) the Access Seeker pursuant to the relevant Forecast and/or Order.
 - (b) other Access Seekers, pursuant to their relevant Forecasts and/or Orders; and
 - (c) irix for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, would, in aggregate, exceed the capacity which irix will be in a position to be able to provide, irix must:
 - (d) notify all Access Seekers to whom relevant capacity is supplied; and
 - (e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with irix's Capacity Allocation Policy.

- 3.3.54 Subsection 3.3.54 Capacity Allocation Policy: If irix claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts or Orders, irix shall maintain a Capacity Allocation Policy, which:
- (a) shall be disclosed, free of charge, to each Access Seeker upon entry into an Access Agreement, the Commission upon the Effective Date, to both Access Seekers with whom irix has an Access Agreement and the Commission each time it is amended, and any other Operator on request.
 - (b) shall set out the principles in accordance with which irix shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest and any other Operator, in circumstances where the amount of capacity available is less than the aggregate of capacity required by irix's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest, and the other Operator;
 - (c) shall:
 - (i) be fair and reasonable.
 - (ii) be consistent, so far as practicable, with irix general duty of non-discrimination in accordance with subsection 149(2) of the Act.
 - (iii) treat the requirements of all Access Seekers on an equivalent basis to the requirements of irix's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest; and
 - (iv) allocate the available capacity in the relevant Facilities and/or Services in proportion to each Operator's Forecast and/or Order requirements; and
 - (d) shall set out irix's plans to expand their capacity over time (if any), where such information must be provided to Access Seekers on a non-discriminatory basis in terms of its content and frequency of updates.
- 3.3.55 Subsection 3.3.55 Late delivery: If irix fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 3.3.46(a)(iii) of this RAO, except where such failure has been caused solely by either the Access Seeker's delay or a delay by a third party that is not acting under irix's direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), irix shall, without limitation to any other rights the Access Seeker may have under subsection 3.3.22 of this RAO or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Facilities and/or Services for the period of irix's delay, and the methodology and unit rates for calculating such rebates shall be set out in the irix RAO. If irix alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under irix's direction or control, irix shall have the burden of demonstrating:
- (a) that allegation; and
 - (b) that irix has done all things reasonably practicable to minimize or avoid such failure.
- 3.3.56 Subsection 3.3.56 Contractors under direction or control: For clarity, any employees and contractors of irix shall be deemed to be acting under the direction or control of irix for the purposes of section 3.3.22 of this RAO.

3.3.57 Subsection 3.3.57 Point of Interface Procedures Interconnection: Each Operator shall interconnect and keep its Network interconnected with the Network of another Operator in accordance with the terms of an Access Agreement with that Operator.

3.3.58 Subsection 3.3.58 Point of Interface locations:

(a) Subject to subsection 3.1.9 of this RAO, each Access Provider shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points:

(i) at which physical co-location is available;

(ii) in respect of which virtual co-location is available; and

in respect of which in-span interconnection is available, on and from the date of publication for the following twelve (12) months.

The Access Provider shall ensure that network co-location at each POI is offered to the Access Seeker in accordance with subsection 6.9 of this RAO.

3.3.59 Subsection 3.3.59 Access Seeker requested Point of Interface: An Access Provider shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified under subsection 3.3.58 of this RAO. The Access Provider shall promptly notify the Access Seeker whether it accepts or refuses a request by an Access Seeker under this subsection, and provide the Access Seeker with reasons if it refuses the Access Seeker's request.

3.3.60 Subsection 3.8.4 Network responsibility: Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the interconnection links and the transmission equipment) on its side of the Point of Interface.

3.3.61 Subsection 3.8.5 Third party Point of Interface: An Access Provider shall permit an Access Seeker to nominate a Point of Interface of a third party for the purposes of interconnection and access between the Access Provider and the Access Seeker, provided that the Access Seeker remains responsible for the costs of such interconnection and access, and for the third party's act and omissions at the Point of Interface.

3.3.62 Subsection 3.8.6 Point of Interface factors: When determining which locations are to be listed under paragraph 3.3.58(a) of this RAO, or when determining a request under subsection 3.3.59 of this RAO, each Access Provider must have regard to each of the following:

(a) the Access Provider shall offer (but shall not require) POI and co-location for every Closed Number Area throughout Malaysia in which the Access Provider has network facilities;

(b) in addition to offering POI and co-location in accordance with paragraph 3.3.62(a) above, the Access Provider shall offer (but shall not require) interconnection and co-location at each other technically feasible point;

(c) the Access Provider shall offer (but shall not require) physical co-location in at least one POI location for every Closed Number Area throughout Malaysia in which the Access Provider has network facilities, but may additionally offer (but shall not require) other forms of co-location in relation to a particular location (e.g. virtual co-location) if requested by the Access Seeker;

- (d) the Access Provider shall not reserve space other than current needs for itself, future needs for itself calculated by use of a reasonably projected rate of growth over two (2) years and the needs of other Access Seekers who are currently occupying or have ordered additional space from that Access Provider; and
 - (e) any possible re-arrangement of the configuration of its Equipment to eliminate space inefficiencies.
- 3.3.63 Subsection 3.3.63 Decommissioning Obligations, Decommissioning notice: Except where irix is required to vacate a site where a Point of Interface is located, or any other Facility and/or Service which relies on irix's use of that site, as a result of a third-party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, irix must provide no less than:
- (a) one (1) year's notice in writing to all relevant Access Seekers prior to any decommissioning of a Point of Interface; or
 - (b) six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any Facilities and/or Services which rely on irix's use of that site.
Where irix is required to vacate the site as a result of a third-party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, irix must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 3.3.63(a) and 3.3.63 (b) above.
- 3.3.64 Subsection 3.3.64 Co-operation: irix must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the relevant Point of Interface, Facilities and/or Services.
- 3.3.65 Subsection 3.3.65 Alternative arrangements: irix which notifies an Access Seeker of its intention:
- (a) to decommission a Point of Interface, shall provide to the Access Seeker a functionally equivalent interconnection at another Point of Interface on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Point of Interface that is proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning; or
 - (b) to decommission any other Facilities and/or Services, shall provide to the Access Seeker access to alternative Facilities and/or Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Facilities and/or Services that are proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning.
- 3.3.66 Subsection 3.3.66 Decommissioned Point of Interface compensation: An Access Provider shall pay the Access Seeker reasonable costs, necessarily incurred in:
- (a) decommissioning any links to the Point of Interface that is proposed to be decommissioned, that are, or will be, rendered redundant by the proposed decommissioning;
 - (b) installing or otherwise procuring links between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to paragraph 3.3.65(a) of this RAO; and

- (c) the carriage of traffic between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided pursuant to paragraph 3.3.65(a) of this RAO for a period that is not less than three (3) years from the date of decommissioning.
- 3.3.67 Subsection 3.3.67 Decommissioned Facilities and/or Services compensation: Except where decommissioning is caused by Force Majeure, irix shall pay the Access Seeker's reasonable costs, necessarily incurred in:
- (a) moving the Access Seeker's Equipment from the decommissioned Facilities to alternative Facilities offered in accordance with paragraph 3.3.65 (b) of this RAO; or
 - (b) re-arranging Equipment to connect to alternative Services offered in accordance with paragraph 3.3.65(b) of this RAO.
- 3.3.68 Subsection 3.3.68 Network Change Obligations Scope: This subsection 3.3.68 applies where an Operator proposes to implement a Network Change of a type referred to in subsection 3.3.69 of this RAO which necessitates a change in the hardware or software (including interface software) of the other Operator's Network in order to ensure the continued proper operation and compatibility of the Operators' respective Networks, services, and procedures.
- 3.3.69 Subsection 3.3.69 Types of changes: The following kinds of proposed Network Changes may be within the scope of subsection 3.3.68 of this RAO:
- (a) any change by the Operator proposing to make the change ("Notifying Operator") to any technical specification of the interconnection interface between their respective Networks ("Interface Change").
 - (b) any change by the Notifying Operator to any technical specification or characteristic of the Facilities and/or Services to which the other Operator ("Recipient Operator") has access to, which will or might affect:
 - (i) the Recipient Operator's Network; or
 - (ii) the Recipient Operator's use of the Facilities and/or Services provided by the Notifying Operator,("Facility and/or Service Change").
 - (c) any change by the Notifying Operator to any technical specification or characteristic of that Notifying Operator's Network which will or might affect the Recipient Operator's Network ("Other Network Change").
 - (d) any change by the Notifying Operator to any of the Operational Support Systems used in inter-carrier processes, including without limitation:
 - (i) the billing system.
 - (ii) portals for service fulfilment, service assurance and network and home pass information.
 - (iii) the ordering and provisioning systems; or

(iv) the Customer's Churn process,

("OSS Change"); and

(e) any enhancement by the Notifying Operator of the features, functions, or capabilities of the Facilities and/or Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:

(i) to itself; or

(ii) to any other Operator,

("Functionality Change"),

(collectively, "Relevant Changes").

3.3.70 Subsection 3.3.70 Notification of change: If a Notifying Operator proposes to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing ("Change Notice") of:

(a) the nature, effect, technical details, potential impact on the Recipient Operator's Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the Recipient Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and

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

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

3.3.71 Subsection 3.3.71 Post-notification procedures: The Notifying Operator shall:

(a) meet with the representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in subsection 3.3.70 of this RAO), for the purpose of discussing the Relevant Changes and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes.

- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator's request for such additional information; and
 - (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimize any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.
- 3.3.72 Subsection 3.3.72 Testing: A Notifying Operator shall, bearing its own costs in doing so:
 - (a) co-operate with a Recipient Operator to develop procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators' respective Networks, including where required by implementing a POC; and
 - (b) jointly carry out testing with the Recipient Operator in a timely manner, using its best endeavours to accommodate any timing requested by the Recipient Operator and, in any case, no less than twenty (20) Business Days before the Notifying Operator proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under paragraph 5.10.5(a) above.
- 3.3.73 Subsection 3.3.73 Testing failure: Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under subsection 3.3.72 of this RAO, if such tests:
 - (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or
 - (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures, the Notifying Operator must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in subsections 3.3.70 to 3.3.72 of this RAO.
- 3.3.74 Subsection 3.3.74 Billing and Settlement Obligations Invoices: irix shall use its best endeavours to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month of the end of each Billing Cycle in accordance with subsection 3.3.76 of this RAO for amounts due in respect of the supply of Facilities and/or Services during the relevant Billing Period.
- 3.3.75 Subsection 3.3.75 Currency: Unless otherwise agreed by irix and Access Seeker in an Access Agreement, irix shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.
- 3.3.76 Subsection 3.3.76 Billing Cycle: irix shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligations, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.
- 3.3.77 Subsection 3.3.77 Billing verification information: irix shall provide, with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in an Invoice.
- 3.3.78 Subsection 3.3.78 Other billing information: An Operator must provide to any Operator with which it interconnects, information within its possession that is reasonably necessary to allow the other Operator to provide accurate and timely billing services to itself, other Operators and Customers.

- 3.3.79 Subsection 3.3.79 Summarised Invoice and billing information: irix shall provide the Access Seeker, on written request, with an aggregated summary of billings for access to the Facilities and/or Services provided to the Access Seeker, in monthly tranches.
- 3.3.80 Subsection 3.3.80 Billing error: If an Operator discovers an error in an Invoice, it must promptly notify the other Operator. The Operator which made the error must make necessary adjustments to correct that error within one (1) month of notification.
- 3.3.81 Subsection 3.3.81 Time for payment: Subject to subsection 3.3.84 of this RAO, irix shall allow an Access Seeker no less than one (1) month from the date of receipt of an Invoice for the Access Seeker to make the payment. This subsection 3.3.81 should not be construed as preventing irix from granting a discount to an Access Seeker as an incentive to make early payments.
- 3.3.82 Subsection 3.3.82 Method of payment: irix shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by irix.
- 3.3.83 Subsection 3.3.83 No set-off: Unless otherwise agreed by irix and Access Seeker in an Access Agreement, irix may not set-off Invoices except where the Access Seeker is in liquidation or at least three (3) Invoices have been issued and such Invoices have not been paid (excluding disputed amounts).
- 3.3.84 Subsection 3.3.84 Withholding of disputed amounts: irix shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:
- (a) the Access Seeker notifies irix within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (unless otherwise agreed by irix and Access Seeker in an Access Agreement); and
 - (b) the Access Seeker's notification specifies the information referred to in subsection 3.3.86 of this RAO.
- 3.3.85 Subsection 3.3.85 Billing Disputes: irix shall allow an Access Seeker to dispute any amount in an Invoice if:
- (a) Not applicable to irix.
 - (b) Not applicable to irix
 - (c) in case of any other Facilities and/or Services, the Access Seeker notifies irix within thirty (30) Business Days after the date of receipt of such Invoice, provided that, in any case specified above, the Access Seeker's notification specifies the information referred to in subsection 3.3.86 of this RAO.
- 3.3.86 Subsection 3.3.86 Notification of Billing Dispute: irix may require an Access Seeker to provide the following information when disputing any amount in an Invoice:
- (a) the reasons for which the Invoice is disputed.
 - (b) the amount in dispute.
 - (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number.
 - (ii) the Invoice reference number.
 - (iii) the Invoice date.

- (iv) the Invoice amount; and
 - (v) billing verification information; and
 - (d) evidence in the form of a report, indicating any relevant traffic data which is in dispute.
- 3.3.87 Subsection 3.3.87 Billing Dispute resolution: irix and an Access Seeker must comply with the Dispute Resolution Procedures applicable to Billing Disputes.
- 3.3.88 Subsection 3.3.88 Interest: Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 3.3.85 of this RAO, irix may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by irix. The interest that may be charged by irix shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by irix of full payment. For clarification, irix shall not charge interest on an amount which is disputed by an Access Seeker in good faith.
- 3.3.89 Subsection 3.3.89 Backbilling: Unless otherwise agreed by irix and Access Seeker in an Access Agreement, irix may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that irix is able to substantiate the charges to the Access Seeker and such inclusion, amendment or issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other Facilities and/or Services were provided.
- 3.3.90 Subsection 3.3.90 Provisional billing: Where irix is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with subsection 3.3.74 of this RAO, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice ("Provisional Invoice"). In such circumstances, irix may invoice the Access Seeker for a provisional amount for a period of not more than three (3) successive Billing Cycles, provided that the total provisional amount is no more than the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Facilities and/or Services, irix may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.
- 3.3.91 Subsection 3.3.91 Adjustment Period: Where a Provisional Invoice is issued by irix, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("Adjustment Period"), irix must issue an Invoice for the actual amount due for access to the relevant Facilities and/or Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then the Access Seeker will pay in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to irix. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then irix will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.
- 3.3.92 Subsection 3.3.92 Operations And Maintenance Obligations, Operations and maintenance responsibility: Each Operator shall be responsible for the operations and maintenance of its own facilities and services.

- 3.3.93 Subsection 3.3.93 Fault reporting service: Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator and to whom that Operator supplies Facilities and/or Services (inter alia) to report faults relating to any Network, Facility and/or Service.
- 3.3.94 Subsection 3.3.94 Customer notification: Each Operator will advise all of its directly connected Customers to report all faults to the fault reporting service described in subsection 3.3.93 of this RAO.
- 3.3.95 Subsection 3.3.95 Non-discriminatory fault reporting and identification: An Operator shall:
- (a) perform fault reporting and identification on a non-discriminatory basis; and
 - (b) treat the faults reported by another Operator on an equivalent basis as it treats the faults reported by itself.
- 3.3.96 Subsection 3.3.96 Cross-referrals: If a Customer reports a fault to an Operator:
- (a) when the Customer is directly connected to another Operator; or
 - (b) which clearly relates to a Network, Facility and/or Service of another Operator, the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.
- 3.3.97 Subsection 3.3.97 Network fault responsibility: The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services (such as Transmission Services or HSBB Network Services) which are used in another Operator's Network.
- 3.3.98 Subsection 3.3.98 Major inter-working faults: If a major fault occurs which affects communication that crosses or would cross both Operators' Networks, initial responsibility for identifying the fault rests with the Operator who first becomes aware of the fault.
- 3.3.99 Subsection 3.3.99 Faults affecting other Networks or Equipment: If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on another Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:
- (a) the existence of the fault.
 - (b) the actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and
 - (c) the outcome of those actions.
- 3.3.100 Subsection 3.3.100 Bear own costs: Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
- 3.3.101 Subsection 3.3.101 Fault priority: Each Operator shall give priority to faults in the following order:
- (a) the highest service loss impact in terms of the number of Customers affected.
 - (b) those which have been reported on previous occasions and have re- occurred; and
 - (c) all other faults.

3.3.102 Subsection 3.3.102 Fault rectification: Each Operator shall rectify faults on a non-discriminatory basis.

3.3.103 Subsection 3.3.103 Target times: Each Operator shall respond to and rectify faults within the lesser of:

- (a) timeframes set out in a relevant Service Specific Obligation or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below.
- (b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and
- (c) timeframes equivalent to that which irix provides to itself.

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Level 1	<ul style="list-style-type: none"> 1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signaling problem 5. Major routing issues 6. Fraudulent calls 	Within one (1) hour	Every one (1) hour	Four (4) hours
Level 2	<ul style="list-style-type: none"> 1. Minor switch outage 2. Minor routing issue 3. Minor signaling problems 4. Route blocking 10%-30% 5. Cross line and silent calls 6. Mobile number portability issues 	Within four (4) hours	Every four (4) hours	Twenty-four (24) hours
Level 3	<ul style="list-style-type: none"> 1. Faults affecting single or small number of Customers 2. Route blocking <10% 	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	<ul style="list-style-type: none"> 1. Remote congestion 2. External Technical Irregularities ("ETI") 3. Other performance related issues 	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

Explanatory Notes to subsection 3.3.103 of this RAO:

- (a) All faults reported shall be ascribed with a 'Priority Level' as set out in the table above for response and rectification purposes and the Operators involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.
- (b) The 'Fault Types' listed in the table above are only examples of possible types of faults. Operators are required to categorize all faults by reference to the specified 'Priority Levels', 'Response Timeframes' and 'Rectification Timeframes'.
- (c) 'Response Timeframe' refers to the timeframe for the Operator whose Network, Facility and/or Service is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured from either the time the fault is notified by the other Operator or from the time when the Operator first becomes aware of the fault, whichever is the earlier.
- (d) 'Progress Update Frequency' refers to the frequency to update the other Operator until the fault is rectified.
- (e) 'Rectification Timeframe' refers to the time taken by the Operator to rectify a faulty Network, Facility and/or Service and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Operator and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Operator must continue attempting to achieve a permanent rectification without delay).

3.3.104 Subsection 3.3.104 Planned maintenance: If an Operator intends to undertake planned maintenance ("Maintenance Operator") which may affect an Access Seeker's Network, Facilities and/or Services, the Maintenance Operator must:

- (a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days' notice of the planned maintenance.
- (b) use its reasonable endeavours to minimize any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and
- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

3.3.105 Subsection 3.3.105 Planned maintenance windows: A Maintenance Operator shall undertake planned maintenance within windows of time agreed with other Operators, and where the windows of time for such planned maintenance have the least effect on end users.

3.3.106 Subsection 3.3.106 Emergency maintenance: If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the Maintenance Operator must, if it is able to:

- (a) provide at least twenty-four (24) hours' notice of the planned maintenance.
- (b) use its reasonable endeavours to minimize any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or re-routing; and

- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.
- 3.3.107 Subsection 3.3.107 Hours of fault reporting and rectification: irix shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.
- 3.3.108 Subsection 3.3.108 Complaints handling: The Operators must report all interconnection and access outages that relate to Networks, Services and/or Facilities to irix's relevant fault reporting and rectification service.
- 3.3.109 Subsection 3.3.109 Routine testing: The Operators shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.
- 3.3.110 Subsection 3.3.110 Technical Obligations, Compliance: Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this RAO.
- 3.3.111 Subsection 3.3.111 Prevention of technical harm: An Operator must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.
- 3.3.112 Subsection 3.3.112 Technical Standards: An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.
- 3.3.113 Subsection 3.3.113 No Interference: An Operator must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
 - (a) causes interference; or
 - (b) materially obstructs, interrupts, or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.
- 3.3.114 Subsection 3.3.114 Term, Suspension and Termination Obligations, Term: An Operator shall, unless otherwise required by the Access Seeker, enter into Access Agreements with a term of no less than five (5) years from the date of execution of the Access Agreement.
- 3.3.115 Subsection 3.3.115 Termination circumstances:
 - (a) Subject to subsection 3.3.18 of this RAO, irix may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraphs 3.3.115(a)(i), 3.3.115 (a)(ii) or 3.3.115 (a)(iii) of this RAO apply, and irix has notified the Access Seeker that it will terminate where:
 - (i) the Access Seeker has materially breached the Access Agreement, irix has notified the Access Seeker that it will terminate in no less than one (1) month if the Access Seeker has not remedied its breach by the end of that period and the Access Seeker has failed to remedy its breach in accordance with such a notification.

- (ii) the Access Seeker has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or the Access Seeker's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Seeker has occurred in any jurisdiction; or
 - (iii) a Force Majeure has continued for a period of more than three (3) months. irix 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. For clarification, a notice to be given under this subsection 3.3.115 is in addition to the notice required under subsection 3.3.118 of this RAO.
 - (b) Except where permitted under subsection 3.3.115 of this RAO, an Access Seeker may only terminate an Access Agreement, whether in whole or in part (for example, only to the extent relating to a particular Facility or Service, or at a particular site), if any of the circumstances referred to in paragraphs 3.3.116 (b)(i), 3.3.116 (b)(ii) or 3.3.116 (b)(iii) of this RAO apply, and the Access Seeker has notified irix that it will terminate where:
 - (i) irix has materially breached the Access Agreement, the Access Seeker has notified irix that it will terminate in no less than one (1) month if irix has not remedied its breach by the end of that period and irix has failed to remedy its breach in accordance with such a notification.
 - (ii) irix has become subject to a winding up order (whether compulsorily or voluntarily) or ceases to trade in the normal course of business or becomes insolvent or a receiving order is made against it or has entered into any agreement or composition with or assignment for the benefit of its creditors or irix's assets are subject of any form of distress or execution or any analogous insolvency event related to irix has occurred in any jurisdiction; or
 - (iii) a Force Majeure has continued for a period of more than three (3) months
- 3.3.116 Subsection 3.3.116 Change in law: Where continued operation of an Access Agreement or access to any Network, Facilities and/or Services provided under it is or will be unlawful (as a result of a legislative change), the Access Seeker and irix must meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Network, Facilities and/or Services may be provided by irix on different terms and conditions (which are acceptable to the Access Seeker). If the parties cannot agree to the provision of access on different terms and conditions, either Party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.
- 3.3.117 Subsection 3.3.117 Suspension: Subject to subsection 3.3.118 of this RAO, irix may only suspend access to any Facilities and/or Services, whether in whole or in part, in the following circumstances:
 - (a) the Access Seeker's facilities materially and adversely affect the normal operation of irix's Network, or are a material threat to any person's safety.
 - (b) the Access Seeker's facilities or the supply of services pose an imminent threat to life or property of irix, its employees or contractors.
 - (c) the Access Seeker's facilities cause material, physical or technical harm to any facilities of irix or any other person.

- (d) where the Access Seeker has failed to pay Invoices in accordance with subsection 3.3.74 of this RAO, and has failed to rectify such non-compliance within thirty (30) days of receiving notice from irix (and subject to any right that the Access Seeker has under subsection 3.3.74 of this RAO to dispute any amount in an Invoice).
- (e) where the Access Seeker has failed to provide the new security amount as required under subsections 3.1.9, 3.3.138 and 3.3.139 of this RAO.
- (f) where Force Majeure applies; or
- (g) the Access Seeker breaches any laws, regulations, rules, or standards which has a material and adverse effect on irix or the provision by irix of Facilities and/or Services under this Access Agreement.

For the purposes of this subsection 5.14.5, irix must provide the Access Seeker with five (5) Business Days' notice, including reasons prior to suspending access to any Facilities and/or Services. irix shall forward to the Commission a copy of the notice of suspension at the same time as providing the notice of suspension to the Access Seeker. For clarification, a notice to be given under this subsection 5.14.5 is in addition to the notice required under subsection 5.14.6 of this RAO.

3.3.118 Subsection 3.3.118 Notice: Prior to terminating, suspending, or seeking to materially vary an Access Agreement (including any part thereof) or access to any Facilities and/or Services provided under it, irix must notify the Commission in writing of the action irix proposes to take and the reasons why it considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension, or material variation. irix:

- (a) shall only give effect to the proposed termination, suspension, or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavor to respond to irix's notice within ten (10) Business Days or such other period that the Commission considers reasonable.
- (b) must not give effect to the proposed termination, suspension, or material variation unless irix has received written consent from the Commission to such termination, suspension, or material variation; and
- (c) shall take all steps practicable to minimize disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Facilities and/or Services provided under it.

3.3.119 Subsection 3.3.119 Undertakings: If the parties to an Access Agreement adopt the terms and conditions specified in an access 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 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.

3.3.120 Subsection 3.3.120 Post-termination fees: irix shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Facilities and/or Services 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 subsection 3.3.115 of this RAO) provided that:
 - (i) such charges must be reduced to reflect any cost savings to irix from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
 - (ii) irix must use reasonable endeavours to mitigate its costs of termination or suspension and maximize cost savings under paragraph 3.3.120(b)(i) above.
- 3.3.121 Subsection 3.3.121 Upfront charges refund: On termination of an Access Agreement or access to any Facilities and/or Services provided under it, irix 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.
- 3.3.122 Subsection 3.3.122 Deposits and guarantees: Notwithstanding the obligation in subsection 3.3.121 of this RAO, irix shall:
- (a) within two (2) months of termination of the Access Agreement refund to the Access Seeker any deposit paid provided all other amounts payable by the Access Seeker to irix 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 irix as at the date of termination.
- 3.3.123 Subsection 3.3.123 Churn Obligations, Application: This section applies to all Facilities and Services other than HSBB Network Services.
- 3.3.124 Subsection 3.3.124 Authorisation of Releasing Service Provider: The Releasing Service Provider must not object to the Access Service Provider implementing any Customer's Churn request, where such request is received by the Access Service Provider from a Gaining Service Provider.
- 3.3.125 Subsection 3.3.125 Notifications: Except where the Releasing Service Provider and the Access Service Provider are the same person, the Gaining Service Provider must notify the Releasing Service Provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider.
- 3.3.126 Subsection 3.3.126 Notification of invalid Churns: Within two (2) Business Days of the receipt by the Releasing Service Provider of the notice from the Gaining Service Provider under subsection 3.3.125 of this RAO, the Releasing Service Provider must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:
- (a) the Transfer Request resulted from a processing error; or
 - (b) the Transfer Request was incomplete (for reasons including that the Customer or their agent did not execute the Transfer Form).

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

- 3.3.127 Subsection 3.3.127 Response to invalid Churn notification: If a notification is made under subsection 3.3.126 of this RAO, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer Request must be provided to the Access Service Provider immediately.
- 3.3.128 Subsection 3.3.128 Implementation of Churn: Within two (2) Business Days after the receipt of a Transfer Request, the Access Service Provider must implement the Churn and advise each of the Gaining Service Provider and the Releasing Service Provider that the transfer has been completed.
- 3.3.129 Subsection 3.3.129 Facilitation of Churn: An Access Service Provider must facilitate and implement Churns between Operators in accordance with the obligations specified in subsection 3.3.128 of this RAO, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.
- 3.3.130 Subsection 3.3.130 Confidentiality: Unless otherwise specifically provided in this RAO, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer.
- 3.3.131 Subsection 3.3.131 Availability: If a Service is subject to a Churn, a Releasing Service Provider or an Access Service Provider (acting as an Access Provider for the purposes of this RAO) must not refuse an Access Request (under subsection 3.3.131 of this RAO) on the ground that the Releasing Service Provider is currently using the Service specified in the Access Request.
- 3.3.132 Subsection 3.3.132 Legal Boilerplate Obligations, Obligation to supply: Each Operator shall have an absolute obligation to supply access to Facilities and/or Services in accordance with this RAO. Such obligation shall not be conditional upon the use of that Operator's reasonable or best endeavours. Each Operator shall ensure that it shall not enter into any arrangement which will prevent, hinder, or restrict the fulfilment of the Operator's obligation under this RAO.
- 3.3.133 Subsection 3.3.133 Mutual compensation: Each Operator must establish mutually acceptable compensation arrangements with each other Operator (including bill-and-keep arrangements).
- 3.3.134 Subsection 3.3.134 Equal representatives: Each Operator must appoint an equal number of representatives to an Interconnect Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely implementation of the terms and conditions of Access Agreements or Dispute Resolution Procedures, as applicable.
- 3.3.135 Subsection 3.3.135 Dispute resolution: Each Operator must comply with the Dispute Resolution Procedures.

- 3.3.136 Subsection 3.3.136 Complete charges: irix shall specify all charges in an Access Agreement and shall not attempt to recover any other costs, expenses or charges which are not specified in the Access Agreement except where such work is to be done on a time and materials basis in which case irix shall do such work in accordance with a quotation agreed with the Access Seeker as set out in this RAO.
- 3.3.137 Subsection 3.3.137 Intellectual Property: Each Operator shall license to the other Operator under an Access Agreement on a royalty-free basis, all Intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the Operators' Networks, subject to any relevant third-party licenses. The term of the license must be consistent with the term of the relevant Access Agreement.
- 3.3.138 Subsection 3.3.138 Security review: An Operator shall only vary the amount and type of any security requirements imposed on another Operator:
- (a) a maximum of once in any twelve (12) month period.
 - (b) if there is a material increase in the credit risk to the Operator due to changes in either or both of the circumstances under paragraphs 3.1.9(b)(i) and 3.1.9(b)(ii) of this RAO; and
 - (c) if the Operator determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.
- If amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Operator for the purposes of paragraph 3.3.138(b) above.
- 3.3.139 Subsection 3.3.139 Additional security: For the purposes of subsection 3.3.138 of this RAO, an Operator may only request additional or substitute security from another Operator, in a manner consistent with subsection 3.1 of this RAO if the other Operator was making a new Access Request under subsection 3.1 of this RAO.
- 3.3.140 Subsection 3.3.140 Assignment: An Operator's right to assign its rights under an Access Agreement prepared by it shall be reciprocal with the other Operator's rights of assignment.
- 3.3.141 Subsection 3.3.141 Review: An Operator shall specify in an Access Agreement prepared by it that such Access Agreement shall be reviewed:
- (a) if the Minister issues a direction or determination relating to its subject matter.
 - (b) if the Commission issues a direction or determination relating to its subject matter.
 - (c) if the Act or this RAO is amended in relation to its subject matter.
 - (d) by agreement of each of the parties; or
 - (e) if a condition of the Operator's license is amended or deleted or a new condition is imposed in relation to its subject matter.
- 3.3.142 Subsection 3.3.142 Costs and expenses: Each Operator shall bear its own costs and expenses in relation to the preparation, negotiation, and execution of an Access Agreement to which they are parties.
- 3.3.143 Subsection 3.3.143 Applicable laws: An Operator shall include a provision in all Access Agreements prepared by it which provides that the Access Agreements will be governed by the laws of Malaysia and that Operators will comply with all applicable directions issued by the Malaysian regulatory authorities.

3.3.144 Subsection 3.3.144 Reciprocity: irix must offer to acquire access to Facilities and/or Services on the same terms that it provides access to those Facilities and/or Services, where the Facilities and/or Services are the same or similar in nature.

3.3.145 Subsection 3.3.145 Conditional supply: irix shall not require an Access Seeker to acquire:

other facilities and/or services from irix as a condition of providing access to Facilities and/or Services under this RAO (for example, irix shall not make access to Facilities conditional on the acquisition of Services, such as Transmission Services, or other services, such as maintenance services); and

any Facilities and/or Services, or any elements thereof (for example, ports or lines) in any minimum or maximum quantity or ratio, including for example any minimum bandwidth.

3.4 Service Specific obligation (Section 3.4 of the RAO Determination).

3.4.1 Subsection 3.4.1 DOMESTIC CONNECTIVITY TO INTERNATIONAL SERVICES

3.4.2 Subsection 3.4.2 Application: This subsection 3.4.1 applies where access to Domestic Connectivity to International Services has been requested or is to be provided.

3.4.3 Subsection 3.4.3 Forecasts: For the purposes of subsection 3.4.3 of this RAO irix shall only request Forecasts where:

- (a) the maximum period of time covered by Forecasts regarding Domestic Connectivity to International Services is one (1) year.
- (b) the minimum intervals or units of time to be used in Forecasts regarding Domestic Connectivity to International Services is one (1) year; and
- (c) the maximum frequency to update or to make further Forecasts regarding Domestic Connectivity to International Services is once a year.

3.4.4 Subsection 3.4.4 Acknowledgement of receipt: For the purposes of subsection 3.4.4 of this RAO, irix shall acknowledge receipt of each Order for Domestic Connectivity to International Services within two (2) Business Days.

3.4.5 Subsection 3.4.5 Time for acceptance or rejection: Subject to any shorter timeframe required under subsection 3.3.27 of this RAO, irix must notify an Access Seeker that an Order for Domestic Connectivity to International Services is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where irix did not undertake any post-Order Service Qualification for that Order under subsection 3.7.8 of this RAO; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 3.3.50 of the RAO where irix has undertaken post-Order Service Qualification for that Order under subsection 3.3.50 of the RAO.

3.4.6 Subsection 3.4.6 Indicative delivery timeframe: For the purposes of paragraph 3.3.38(a)(i) of the RAO, the indicative delivery timeframe for Domestic Connectivity to International Services is ten (10) Business Days. For clarification, the activation timeframe in this subsection 3.4.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 3.4.5 of the RAO.

- 3.4.7 Subsection 3.4.7 Billing Cycle: For the purposes of subsection 3.3.76 of the RAO, between the Operators, the Billing Cycle for Domestic Connectivity to International Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
- 3.4.8 Subsection 3.4.8 Any cable system: irix must provide connection services to an Access Seeker:
- (a) in respect of a cable system which the Access Seeker is authorised to connect to, irrespective of whether that Access Seeker is authorised by a third party or by virtue of its control over the cable system; and
 - (b) to enable transit between cable systems.
- 3.4.9 Subsection 3.4.9 New cable systems: irix must provide each Domestic Connectivity for International Service in respect of all existing and new cable systems to which irix has access at equivalent times and in accordance with equivalent processes and procedures as that which it provides to itself. Such services must be provided from the ready-for-service date of the relevant cable system.
- 3.4.10 Subsection 3.4.10 Access and co-location: irix must offer, and if requested by an Access Seeker, provide in accordance with this RAO, physical access to, and physical co-location at, any network facility or site to which the Access Seeker requires physical access or physical co-location in order to have the benefit of a Domestic Connectivity to International Service. The physical access or physical co-location to be provided to the Access Seeker, its nominated employees and/or contractors is at equivalent times and in accordance with equivalent processes and procedures as are applicable to the Access Provider. irix must not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with paragraph 3.1.9(b) of the RAO.
- 3.4.11 Subsection 3.4.11 Nominated personnel: The employees and/or contractors nominated by the Access Seeker under subsections 3.4.9, 3.4.11 and 3.4.12 of the RAO will be reasonable, having regard to:
- (a) the position of each person and the number of persons nominated; and
 - (b) the position of each of irix's own personnel and the number of irix's personnel to which irix provides physical access to such network facilities.
- 3.4.12 Subsection 3.4.12 Escorts: irix is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into irix's property if irix requires an escort for its own employees or contractors in the same circumstances. If irix determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into irix's property, irix shall:
- (a) bear the costs of such escort service.
 - (b) subject to paragraph 3.4.11(d) of the RAO, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week.
 - (c) subject to paragraph 3.4.11(d) of the RAO, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:
 - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

- (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance.
 - (d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:
 - (i) thirty (30) minutes of time required by the Access Seeker
 - (ii) pursuant to paragraph 3.4.11(b) or 3.4.11(c) of the RAO (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
 - (iii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.
- 3.4.13 Subsection 3.4.13 Absence of escort: Not relevant to irix given the nature of the irix facility.
- 3.4.14 Subsection 3.4.14 Site register: The Access Seeker must establish and maintain a register of all persons who visit irix's property on the Access Seeker's behalf, which must be made available for inspection by irix, upon request.
- 3.4.15 Subsection 3.4.15 Publication of locations: irix must make available on its publicly available website the locations at which the Domestic Connectivity to International Services is available. irix may decline to publish for national or operational security reasons information in connection with particular locations where Domestic Connectivity to International Services is available, but in such circumstances, irix must:
- (a) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this RAO.
 - (b) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as locations are withdrawn, introduced and changed; and
- provide all such information to the Commission.

4. Disclosure Obligation

Pursuant to the Disclosure Obligations in Section 4 of the RAO Determination, irix is required to:

- (a) prepare and maintain an RAO;
- (b) make the RAO available;
- (c) follow prescribed procedures after acceptance of the RAO; and
- (d) follow prescribed procedures for any amendment of the RAO.

5. Standard Access Obligation

- (a) The Facilities and Services listed in the Access List Determination are provided under this RAO by the entities of irix collectively insofar as they are authorised by their respective

Licences. However, in the event any of the entities of irix ceases to be licensed to provide any or all of the Facilities or Services, the remaining entities of IRIX are not obliged to provide such Facilities or Services to the Access Seeker, except where one or more of remaining parties are licensed to provide such Facilities or Services.

- (b) Where relevant, the rights and obligations set out in the MSA Determinations shall be applicable to irix's RAO.
- (c) irix considers irix's RAO to be consistent with:
 - (i) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Communications and Multimedia Act 1998 ("the Act"); and
 - (ii) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.
- (d) For the purposes of clarification, the terms and conditions of irix's RAO are only applicable to the Facilities or Services on the Access List Determination. If the Access Seeker requests Facilities or Services outside irix's RAO, the terms and conditions for the provision of such Facilities or Services shall remain outside the scope of irix's RAO.
- (e) If an Access Seeker requests irix to provide it with Facilities or Services other than on the terms and conditions contained in irix's RAO, irix and the Access Seeker will:
 - (i) Negotiate in good faith in relation to such terms and conditions; and
 - (ii) enter into and conduct negotiations in a timely manner.

6. Additional Services

In addition, the Operators are free to consider irix's RAO when negotiating the terms and conditions for the supply of other Facilities or Services that are not listed in the Access List.

7. Making the Reference Access Offer

- 7.1 Subsection 3.1.4 of Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022) Each Access Provider shall ensure that an RAO prepared by it shall;
- (a) be in writing (which includes legible electronic format);
 - (b) contain all information required to be included under this subsection 5.3 of the RAO Determination;
 - (c) be accurate;
 - (d) be modular, so the details about the terms and conditions, including the rates, for each of the Facilities and/or Services are available individually and separately under a RAO;

- (e) be consistent with;
 - (i) the Act;
 - (ii) this RAO and any applicable mandatory standard, including mandatory standard on QoS; and
 - (iii) any applicable decision or determination of the Commission;
- (f) be made available to an Access Seeker on request in paper form at the operator's principal place of business in Malaysia and on a publicly accessible website.
- (g) specify its date and version number, both on the cover and on each page of the document and on the Access Provider's publicly accessible website; and
- (h) be provided to the Commission before being made available under paragraph 3.1.4(f) of the RAO.

8. Effective Date of the irix's Reference Access Order (RAO)

8.1 Commencement and Duration of irix's RAO

irix's RAO comes into force and takes effect immediately from the date referred to in Section 1.2 and continues until the earlier occurrence of:

- (a) a Review; or
- (b) the withdrawal of irix's RAO in accordance with the terms of irix's RAO.
- (c) irix's RAO has no effect on contractual arrangements for the supply of Facilities and Services by irix to an Access Seeker before the Commencement Date unless and until such contractual arrangement is subsequently renegotiated and agreed upon between irix and the Access Seekers.

8.2 Amendment to irix's RAO

irix shall, within thirty (30) Business Days of making any amendment to the irix's RAO, provide a copy of the amendments, or an amended copy of irix's RAO to:

- (a) the Access Seeker who is being provided with access to Facilities or Services listed on the Access List Determination under irix's RAO; and
- (b) the Access Seeker who has requested irix's RAO within ninety (90) days prior to making such amendments unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.

9. Notice of Withdrawal, Replacement and Variation of irix's RAO

9.1 If subject to Section 56 of the Act, the Commission modifies, varies or revokes the Access List

Determination relating to the Facilities or Services listed on the Access List Determination under section 56 of the Act, irix may, by giving written notice to all Access Seekers to whom it is supplying Facilities or Services under irix's RAO, withdraw or replace irix's RAO with effect from a date no earlier than the effective date of the Commission's revocation, variation or replacement.

9.2 In addition to the above, irix may give the Access Seeker to whom it is supplying Facilities and Services under irix's RAO a notice of a variation or replacement of irix's RAO 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 irix under irix's RAO

9.3 For clarification as per subsection 3.1.5 of this RAO:

- (a) nothing in subsection 3.1.5 of the RAO prevents an Access Seeker from initiating a dispute in relation to an amendment to a RAO made by an irix under this subsection;
- (b) where the terms and conditions of an Access Agreement are not identical to those in the existing RAO, an amendment to the RAO will not alter the terms of that Access Agreement except as agreed between the irix and Access Seeker; and
- (c) without prejudice to an Access Seeker's right to dispute a change to a RAO, where the terms and conditions of an Access Agreement are identical to those in the existing RAO, an amendment to the RAO will be deemed to alter the relevant terms and conditions of that Access Agreement. Upon expiry of the thirty (30) Business Day period referred in this subsection 3.1.5. However, if the Access Seeker disputes the change to the existing RAO within such thirty (30) Business Day period, no amendments to the Access Agreement will be deemed to occur unless and until such dispute is resolved in favour of irix.

9.4 Upon expiry of the thirty (30) Business Days in subsection 3.1.5 of the RAO (or such longer period as irix determines is necessary to finalise the amendments to its RAO), irix will:

- (a) make available the amended RAO on the irix's publicly accessible website without delay (including updating its date and version number, both on the cover and on each page of the document); and
- (b) provide the updated RAO to the Commission before being made available under paragraph 3.1.6(a) of this RAO.

9.5 As per subsections 3.1.7 of the RAO on Information disclosure: irix must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

- (a) any supplementary details of a Facility and/or Service offered by the irix not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available

to Access Seekers;

- (b) any supplementary access charges for access to Facilities and/or Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
- (c) all supplementary technical information relating to the Facilities and/or Services which may be the subject of the Access Request, which are not included in the RAO, including but not limited to any proof of concept (POC) information where available, physical and logical interfaces of the Access Provider's Network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, the Access Provider's Network;
- (d) supplementary details of the Access Provider's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);
- (e) supplementary details of the Access Provider's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);
- (f) details of the Access Provider's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Facilities and/or Services which may be the subject of the Access Request;
- (g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by the Access Provider under subsections 3.1.9, 3.1.10 and 3.1.11 of the RAO; and
- (h) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs 3.1.7(a) to 3.1.7(g) of subsection 3.1.7 of the RAO.

9.6 As per subsection 3.1.8 of the RAO on Confidentiality Agreement: irix's confidentiality agreement:

- (a) shall be reciprocal;
- (b) shall be no broader than the confidentiality provisions in the Access Provider's RAO;
- (c) shall be no broader than necessary to protect the legitimate commercial interests of the Disclosing Party;
- (d) shall include provisions prohibiting the Receiving Party from disclosing information to third parties or using information other than as necessary for the purposes of assessing a request for access; and
- (e) shall not prevent the disclosure of Confidential Information or other information to the Commission by the Receiving Party.

9.7 As per subsection 3.1.9 of the RAO on Security requirements:

- (a) irix shall not impose any security requirements on an Access Seeker unless the irix determines, acting reasonably, that the Access Seeker presents a credit risk and that imposing the security requirement will materially reduce or remove that risk.
- (b) irix shall ensure that the amount and type of any security requirements to be imposed on an Access Seeker is only imposed in the irix's security policy and is commensurate with:
 - (i) a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over:
 - for Facilities and/or Services with a minimum period of access, a maximum of six months for those Facilities and/or Services; and
 - for Facilities and/or Services without a minimum period of access, a single Billing Period for those Facilities and/or Services,in an Access Agreement;
 - (ii) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
 - (iii) security previously reasonably required by irix.
- (c) irix must not impose a security requirement on an Access Seeker which:
 - (i) exceeds a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services to be provided by irix to the Access Seeker; or
 - (ii) is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

9.8 As per subsection 3.1.10 of the RAO on Insurance requirements: irix shall ensure that any insurance that it requires an Access Seeker to have in place extends no further than the reasonable insurable interest that the circumstances require and, without limiting the foregoing, shall not be permitted to require:

- (a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into;
- (b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) 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; and
- (c) the Access Seeker to specifically list the Access Provider's name as the beneficiary.

9.9 As per subsection 3.1.11 of the RAO on Creditworthiness information: irix may only request creditworthiness information from an Access Seeker:

- (a) if irix reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under an Access Agreement with the Access Seeker;
- (b) if the creditworthiness information sought is limited to information which is publicly available (on this basis, irix may request the Access Seeker to warrant that such information is accurate); and
- (c) to the extent commensurate with a commercially reasonable estimate of the charges that will be incurred by the Access Seeker over the minimum period of access to Facilities and/or Services in an Access Agreement.

10. Availability

10.1 irix's RAO shall be made available to an Access Seeker:

- (a) on written request, at irix's principal place of business; and
- (b) on a publicly accessible website.

10.2 Any communication in respect of irix's RAO should be made in writing to:

Address: irix Sdn. Bhd.
(formerly known as PP Telecommunication Sdn. Bhd.)
RCW Corporate, Level 3, No.1, Jalan Tun Jugah,
93350 Kuching, Sarawak, Malaysia

Attention: CHIEF COMMERCIAL OFFICER

Tel No: +6082-545318

11. Facilities and Services

List of Services that describes the network services or network facilities as per Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 provided by irix are listed below.

I. Domestic Connectivity to International Service (DCIS)

11.1 Domestic Connectivity to International Service (DCIS)

Domestic Connectivity to International Services is a Facility and/or Service which comprises physical connection services at the Access Provider's submarine cable landing station, between the Access Seeker's Equipment and any submarine cable system to which the Access seeker has informed the Access Provider that it has a right to connect as per Section 6.10 of the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022) ("MSA Determination") which came into force on 1st November 2022.

All clauses below are taken from Mandatory Standard on Access (Determination No.1 of 2022)

6.10 DOMESTIC CONNECTIVITY TO INTERNATIONAL SERVICES

6.10.1	Application:	This subsection applies where access to Domestic Connectivity to International Services has been requested or is to be provided.
6.10.2	Forecasts:	For the purposes of this RAO, an Access Provider shall only request Forecasts where:
		(a) the maximum period of time covered by Forecasts regarding Domestic Connectivity to International Services is one (1) year;
		(b) the minimum intervals or units of time to be used in Forecasts regarding Domestic Connectivity to International Services is one (1) year; and
		(c) the maximum frequency to update or to make further Forecasts regarding Domestic Connectivity to International Services is once a year.
6.10.3	Acknowledgment of receipt:	For the purposes of this RAO, an Access Provider shall acknowledge receipt of each Order for Domestic Connectivity to International Services within two (2) Business Days.
6.10.4	Time for acceptance or rejection:	Subject to any shorter timeframe required under this RAO, an Access Provider must notify an Access Seeker that an Order for Domestic Connectivity to International Services is accepted or rejected within ten (10) Business Days from the acknowledgment of receipt.
6.10.5	Indicative delivery timeframe:	For the purposes of this RAO, the indicative delivery timeframe for Domestic Connectivity to International Services is ten (10) Business Days. For clarification, the activation timeframe commences from the Notice of Acceptance or confirmation of the Order (as applicable).
6.10.6	Billing Cycle:	For the purposes of this RAO, the Billing Cycle for Domestic Connectivity to International Services will be one (1) year in advance for the first year and quarterly in advance for subsequent years.
6.10.7	Any cable system:	An Access Provider must provide connection services to an Access Seeker:
		(a) in respect of a cable system which the Access Seeker is authorised to connect to, irrespective of whether that Access Seeker is authorised by a third party or by virtue of its control over the cable system; and

		(b) to enable transit between cable systems.
6.10.8	New cable systems:	An Access Provider must provide each Domestic Connectivity for International Service in respect of all existing and new cable systems to which the Access Provider has access at equivalent times and in accordance with equivalent processes and procedures as that which it provides to itself. Such services must be provided from the ready-for-service date of the relevant cable system.
6.10.9	Access and co-location:	An Access Provider must offer, and if requested by an Access Seeker, provide in accordance with this RAO, physical access to, and physical co-location at, any network facility or site to which the Access Seeker requires physical access or physical co-location in order to have the benefit of a Domestic Connectivity to International Service. The physical access or physical co-location to be provided to the Access Seeker, its nominated employees and/or contractors is at equivalent times and in accordance with equivalent processes and procedures as are applicable to the Access Provider. An Access Provider must not prevent or restrict access to any network facility or site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with paragraph 6.9.31(b) of this RAO.
6.10.10	Nominated personnel:	The employees and/or contractors nominated by the Access Seeker under subsections 6.10.9, 6.10.11 and 6.10.12 of this RAO will be reasonable, having regard to:
		(a) the position of each person and the number of persons nominated; and
		(b) the position of each of the Access Provider's own personnel and the number of the Access Provider's personnel to which the Access Provider provides physical access to such network facilities.
6.10.11	Escorts:	An Access Provider is only permitted to require an escort to be present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property if the Access Provider requires an escort for its own employees or contractors in the same circumstances. If an Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:
		(a) bear the costs of such escort service;

		<p>(b) subject to paragraph 6.10.11(d) of this RAO, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;</p>
		<p>(c) subject to paragraph 6.10.11(d) of this RAO, provide physical access at the time requested by an Access Seeker for planned maintenance requests on the shorter of:</p> <ul style="list-style-type: none"> (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and (ii) the period of notice which it requires from itself when providing itself with physical access for planned maintenance;
		<p>(d) for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:</p> <ul style="list-style-type: none"> (i) thirty (30) minutes of time required by the Access Seeker pursuant to paragraph 6.10.11(b) or 6.10.11(c) of this RAO (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and (ii) the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites.
6.10.12	Absence of escort:	<p>For the purposes of subsection 6.10.10 of this RAO, if an escort does not arrive within the timeframe specified in subsection 6.10.11, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.</p>
6.10.13	Site register:	<p>The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property on the Access Seeker's behalf, which must be made available for inspection by the Access Provider, upon request.</p>
6.10.14	Publication of locations:	<p>The Access Provider must make available on its publicly available website the locations at which the Domestic Connectivity to International Services is available. An Access Provider may decline to publish for national or operational security reasons information in connection with particular locations where Domestic Connectivity to International Services is available, but in such circumstances, an Access Provider must:</p> <ul style="list-style-type: none"> (a) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this RAO;

	(b) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as locations are withdrawn, introduced and changed; and
	(c) provide all such information to the Commission.

Rates

The applicable rates are as per the Commission Determination on the Mandatory Standard on Access Pricing (Determination No.1 of 2023).

The prices below for Domestic Connectivity to International Services shall be applied for connection services between the Access Seeker's equipment to the submarine cable system.

Ringgit Malaysia per month

	Ringgit Malaysia Per Month		
For each pair of fibre cable:	2023	2024	2025
Link employing a fibre cable (up to 5m)	0.26	0.25	0.24
Installation (non-recurring charge)	137	141	145

Signed by

For and on behalf of Access Provider

IRIX SDN. BHD. (formerly known as
PP TELECOMMUNICATION SDN. BHD.)
(Company No. 200801039256 (840604-M))

.....

Name of Witness:

Designation:

Signed by

For and on behalf of Access Seeker

(Company Name.: _____)

.....

Name:

Designation:

In the presence of:

.....
Name:

Designation:

Name of Witness:

Designation:

In the presence of:

APPENDIX 1: DISPUTE RESOLUTION PROCEDURES

The following sets out the Dispute Resolution Procedure:

1. DISPUTE RESOLUTION PROCEDURES

1.1 Introduction

- (a) Subject to Clause 2.2(b) of this Appendix, the Access Provider and the Access Seeker agrees that any and all disputes and differences arising out of, related to, and/or in connection with the Access Agreement (“Dispute”) shall be resolved by the adoption of this Dispute Resolution Procedure.

2.2 The following dispute resolution mechanisms are discussed in this section:

- (a) interconnect steering group; and
- (b) subject to specific resolution of disputes, being:
- i. technical disputes (which must follow the procedure set out in section 5 of this Appendix if they cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Appendix);
 - ii. Billing Disputes (as defined in subsection 1.1 of this Appendix), which must follow the procedures set out in section 6 of this Appendix; or
 - iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Appendix, must be referred to the Commission for resolution.

2.3 A Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Dispute cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Dispute by the Commission in accordance with section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

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

An Access Provider shall not prevent the Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

2.4 For clarification, unless stated otherwise, all references to sections, subsections and paragraphs in this Appendix are references to sections, subsections and paragraphs of this Appendix.

3. General

3.1 An Operator may not commence court proceedings relating to a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this subsection shall be construed as ousting the jurisdiction of any court.

3.2 Both Parties to a Dispute shall ensure that their representatives acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved are outside the initial term of reference for which authority was given to the representative, a party may require that those matters be referred to more senior officers of that party who have authority to settle those matters.

3.3 During a Dispute and any dispute resolution process invoked in accordance with this Appendix, an Access Provider and Access Seeker must continue to fulfil their obligations under the Access Agreement between them.

3.4 Subject to subsection 3.5 of this Appendix, the Parties to a Dispute shall exchange information of a type described in this RAO during the course of, and to facilitate, resolution of the Dispute.

3.5 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality Agreement prepared in accordance with subsection 3.1.8 of this RAO.

3.6 A party must not use information obtained under subsection 3.4 of this Appendix or described in subsection 3.5 above for any purpose other than to resolve the Dispute.

3.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Appendix) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.

3.8 The costs of the arbitration are to be shared equally between the parties unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with subsection 3.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

4. Interconnect Steering Group

4.1 In the first instance the Access Seeker and the Access Provider should attempt to resolve the Dispute between themselves. Either party may give written notice ("Notice") to the other party ("Receiving Party") stating its intention to form, within ten (10) Business Days, an Interconnect Steering Group ("ISG") and outline the details of the Dispute.

4.2 The Access Provider and the Access Seeker shall form the ISG within ten (10) Business Days, to fulfil the requirements of subsection 4.1 above. The ISG shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the Chief Officer or Executive Vice President of the Access Provider.

4.3 The Parties shall provide for:

- (a) subject areas to be dealt with by the ISG;
- (b) equal representation by the Access Seeker and the Access Provider;
- (c) chairmanship and administrative functions of the working group to be shared equally; and
- (d) formal notification procedures to the ISG.

4.4 The Access Provider and the Access Seeker shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Notice unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.

4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in subsection 4.4 of this Appendix, or after any agreed time extension has expired, either party may notify the other party that it wishes to refer the issue to:

- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Appendix); or
- (b) to the Commission for final arbitration.

4.6 The ISG to which an issue has been raised will meet within ten (10) Business Days of the receipt by the Receiving Party of the Notice under subsection 4.1 of this Appendix. If the ISG fails to meet or has not been formed within ten (10) Business Days of the receipt by the Receiving Party of the Notice, either Party may refer the Dispute:

- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with section 5 of this Appendix); or
- (b) to the Commission for final arbitration.

5. Use of a Technical Expert

5.1 A Dispute will only be referred to a Technical Expert if the provisions of section 4 of this Appendix have been complied with.

5.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to ISG.

5.3 The person to whom a technical dispute may be referred under this section 5:

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

("Technical Expert").

5.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

5.5 When relying on the services of a Technical Expert, the following dispute resolution procedures will apply to the Technical Expert:

- (a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
- (b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission. No further submissions in reply shall be made except with the Technical Expert's approval.

5.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.

5.7 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission in addition to the written submissions submitted in subsections 3.3 and 3.6. This process will be conducted in private.

5.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.

5.9 The Technical Expert will not have the power to appoint any other experts.

5.10 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.

5.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each Dispute are complied with.

5.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact

or law).

5.13 For the avoidance of doubt, a Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Dispute.

6. Billing Dispute Resolution

6.1 As outlined in the billing provisions of this RAO at subsection 5.11, a party ("Invoicing Party") shall provide to the other party ("Invoiced Party") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Facilities and/or Services during such Billing Cycle.

6.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if:

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

provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with subsection 6.4 of this Appendix.

6.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:

- (a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls or capacity which are the subject of the Dispute;
- (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;
- (c) there is, or has been, a fraud perpetrated by the Invoicing Party; or
- (d) the Invoicing Party has made some other error in respect of the recording of the calls or capacity or calculation of the charges which are the subject of the Billing Dispute.

6.4 A Billing Dispute Notice given under this section 6 must specify:

- (a) the reasons for which the Invoice is disputed;
- (b) the amount in dispute;
- (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;

- (iii) the Invoice date;
- (iv) the Invoice amount; and
- (v) billing verification information; and

(d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.

- 6.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with subsection 5.11.11 of this RAO. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in subsection 5.11.15 of this RAO on the amount payable from the due date of the disputed invoice until the date of payment.
- 6.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in subsection 5.11.15 of this RAO. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.
- 6.7 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this section 6.
- 6.8 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other period as the parties may agree) from the date on which the Billing Dispute Notice is received, either party may seek the consent of the other party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension. The other party is, however, under no obligation to agree to such extension.
- 6.9 To the extent that a Billing Dispute notified under this section involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.
- 6.10 Once the negotiation period under subsection 6.8 of this Appendix (including any extension agreed) and any suspension period under subsection 7.9 of this Appendix have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 6.11 of this Appendix ("Billing Dispute Escalation Procedure").
- 6.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this subsection 6.11 by notifying the Invoicing Party's Billing Representative. Both parties shall then appoint a designated representative who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of this RAO. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.

- 6.12 Once any Billing Dispute has been resolved to the parties' satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days from the date of resolution of the Billing Dispute.
- 6.13 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Appendix shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 6.14 A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the parties must agree on the terms of the joint investigation, including:
- (a) the scope of the joint investigation;
 - (b) how the joint investigation will be conducted; and
 - (c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls to the other party's Network.

- 6.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each party.
- 6.16 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 6.17 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

APPENDIX 2 : NON DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made this _____ day of _____, 2023 (“Agreement”)

BETWEEN

IRIX SDN. BHD. [(formerly known as **PP TELECOMMUNICATION SDN. BHD.**) (Company No. **200801039256 (840604-M)**)] a company incorporated under the laws of Malaysia and having its business address at RCW Corporate, No. 1 Jalan Tun Jugah, Level 3 (2nd Floor), Lot 12292-2-2, Block 16, 93350, Kuching, Sarawak (“**irix**”) of the first part;

AND

CLIENT NAME (Company No.: _____), a company incorporated under the laws of COUNTRY and having its business address at _____ (“**CLIENT NAME ABBREVIATION**”) of the second part.

irix and CLIENT NAME shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS: -

- (A) The Parties intend to explore mutual business opportunities and joint activities in relation to the services provided (herein after called the ‘Business Purpose’)
- (B) The Parties hereby agree that in the course of discussions, it is essential for Parties to disclose certain commercially valuable, proprietary and confidential business, financial, technical and other information to each other. In view of the aforementioned, the Parties undertake to hold the disclosure of Confidential Information (as defined herein) in the strictest confidence subject to the terms and conditions hereinafter appearing.

NOW THEREFORE, the Parties hereby agree to keep confidential the information which may be disclosed in connection with the Business Purpose in accordance with the following terms and conditions:

1. CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means any information transmitted by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Business Purpose, whether transmitted or disclosed orally or in writing, after the signing of this Agreement, including but not limited to any information, knowledge or data of any nature whatsoever (including but not limited to, any technical, financial, economic, commercial information and/or data) transmitted on various media (written, magnetic, etc.) or orally and in various forms (technical data, graphs, formulae, drawing, specifications norms, manuals, software data, identities of potential

customers, trade secrets, documents, plans, commercial information).

1.2 Title to and ownership of the Confidential Information shall at all times remain with the Disclosing Party.

2. EXCLUSIONS

2.1 The Parties agree that the Confidential Information shall not include information that:
a) is or becomes part of a public domain through no wrongful act of the Receiving Party;
b) is lawfully disclosed by a third party to the Receiving Party without breach of any term of this Agreement and which can be communicated

without restriction;

c) already known by the Receiving Party prior to its receipt from the Disclosing Party without an obligation to keep it confidential;

d) was independently developed by the Receiving Party provided that the Receiving Party can demonstrate the same;

e) the Disclosing Party in writing authorizes the Receiving Party to disclose without restriction; or

f) is required by law or court to be disclosed.

3. CONFIDENTIALITY OF INFORMATION

3.1 Each Party acknowledges that all Confidential Information of the Disclosing Party which has or will come into its possession or knowledge after the date of this Agreement: -

a) is proprietary to the Disclosing Party, having been designed, developed or accumulated by the Disclosing Party at a great expense and over lengthy periods of time; and

b) is secret, confidential, unique and constitutes the exclusive property of the Disclosing Party.

3.2 Each Party acknowledges that any unauthorized disclosure of the Confidential Information shall be wrongful and may cause irreparable injury to the other Party and therefore each Party agrees to hold the other Party's Confidential Information in strictest confidence and not make use of it other than for the benefit of the other Party or in furtherance of the Business Purpose.

3.3 The Disclosing Party will provide all information on an "as is" basis, without any warranty whatsoever, whether express, implied, or otherwise, regarding its accuracy, completeness or otherwise and neither Party shall be liable for any direct, special, incidental, consequential and/or other damages.

4. PRESERVATION AND RESTRICTED USE

4.3 All Confidential Information:

a) shall be safely kept and protected by the Receiving Party with no lesser security measures and same degree of care than those which the Receiving Party uses towards its own confidential

information in order to prevent its disclosure, and which the Receiving Party warrants as providing adequate protection of such information from unauthorized copy and/or its use for other purposes than the Business Purpose (but in no event less than reasonable care);

b) shall not be disclosed to a third party without the prior written consent of the Disclosing Party, except to a Party's "Affiliated Companies" (as defined below), or subsidiary companies, their technical or commercial consultants, or their financial or legal advisers, but only to the extent that such Affiliated Companies, technical or commercial consultants, and financial and legal advisers have a need to receive the Confidential Information in order to evaluate the Business Purpose and have agreed in writing to confidentiality and non-disclosure provisions at least as restrictive as those in this Agreement. In the event the Receiving Party is required to disclose any Confidential Information provided by the Disclosing Party to any other party, the Receiving Party shall immediately inform the Disclosing Party, including the details of the request, prior to making such disclosure. The Receiving Party shall assist the Disclosing Party in obtaining sufficient confidentiality protection from the proposed recipient prior to making such disclosure.

For clarity purpose, the term "Affiliated Companies" as referred in Article 4.1 (b) above, means, in relation to any Party, any entity which Controls or, is directly or indirectly Controlled by or under common Control with, such Party. The word "Control or Controlled" shall be construed accordingly and shall mean (i) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person; and/or (ii) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly by means of holding such interests in one or more other persons) which confer in aggregate on the holders thereof more than fifty per cent (50%) of the total voting rights exercisable at general meetings of that person on

all, or substantially all, matters.

c) shall be used by the Receiving Party solely for evaluating the Business Purpose and the Receiving Party shall restrict the disclosure of the Confidential Information to its employees or directors, or the employees or directors of any authorized third party as defined in Article 4.1 (b), who have a need to know and who have been previously informed of the confidential nature thereof and who have agreed in writing to confidentiality and non-disclosure provisions at least as restrictive as those in this Agreement; and
d) shall not be copied, reproduced and/or reduced to writing or any form of recording, in whole or in part, without the prior written consent of the Disclosing Party, except as may be reasonably necessary to carry out the transactions contemplated in this Agreement.

For the avoidance of doubt, if the Receiving Party is required to provide Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, the Receiving Party must first provide the Disclosing Party with prompt written notice of such requirement and cooperate with the Disclosing Party to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, the Receiving Party will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.

5. RESTRICTIONS

5.3 The provisions of this Agreement shall not be construed as:

- a) conferring or granting any intellectual or industrial property rights or any license to the Receiving Party, either express or implied, or affecting any transfer of technology; or
- b) obliging a Party to provide any information to the other Party; or
- c) the Confidential Information disclosed under this Agreement is delivered "as is" and the Disclosing Party makes no representation of any kind with respect to the accuracy or completeness of such Confidential Information or its suitability for any particular use; or
- d) authorizing a Party to sell or market the

other Party's products.

5.2 Notwithstanding the above, to the best of the Disclosing Party's knowledge, the Confidential Information disclosed under this Agreement is being delivered as accurate and complete or as suitability for the Business Purpose use.

6. NO PARTNERSHIP

6.1 This Agreement shall not be construed as creating any obligation or an expectation on the part of each Party to enter into a business relationship with the other Party, or an obligation to refrain from entering into a business relationship with any third party. This Agreement shall not be construed as creating a joint venture, partnership or employment relationship between the Parties unless otherwise agreed upon in writing by the Parties. The Parties understand that they are independent Parties vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

7. TERM AND TERMINATION

7.1 This Agreement shall be valid from the date of this Agreement ("Effective Date") to the date of termination of this Agreement which shall be the same as and when a definitive agreement is executed between both Parties in relation to the Business Purpose.

For avoidance of doubt, in the event there is no definitive agreement, this Agreement shall be valid for a period of two (2) years from the Effective Date and may be extended by written mutual consent of the Parties.

7.2 Either Party may at any time without having to assign any reason whatsoever terminate this Agreement by giving at least one (1) month prior written notice to the other.

7.3 Subject to Article 2.1 and notwithstanding the expiration or termination of this Agreement, Parties' obligations of confidentiality contained herein shall continue to be in force for a period of two (2) years from the date of expiration or

termination of this Agreement.

8. OBLIGATIONS

8.1 Each Party shall ensure full compliance by its employees or directors who have a need to know or any authorized third parties as defined in Article 4.1(b) of all provisions of this Agreement. In addition, each Party shall treat this Agreement and the existence of discussions concerning the Business Purpose as "Confidential Information" at all times.

9. RETURN OF INFORMATION

9.1 Upon the termination of this Agreement or at the written request of the Disclosing Party, the Recipient Party shall return to the Disclosing Party, and/or delete from all computer files, and/or destroy subject to the Disclosing Party's written instructions, all Confidential Information in tangible form in its possession and authorized copies thereof. Notwithstanding the foregoing, the Recipient Party and its Representatives will be entitled to retain such copies of such Confidential Information as is required by the law or the rules of any applicable regulatory authority to which the Recipient Party or its Representatives are subject and such Confidential Information shall continue to be held subject to the terms of this Agreement.

10. ASSIGNMENT

10.1 This Agreement shall not be assigned or transferred to any third party without the prior written consent of the other Party. Provided however, either Party may for business reason(s) and/or by operation of law, without the prior written consent of the other Party, assign all/part of its rights under this Agreement to its parent company and/or a subsidiary of the parent company. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect.

11. WAIVER

11.1 None of the provisions contained in this Agreement shall be deemed to have been waived by any act or acquiescence of any of the Parties. Waiver shall be effective only if made by an express

instrument in writing signed by the authorized officers of the Parties.

12. VALID AGREEMENT

12.1 The Parties acknowledge that this Agreement is valid and legally binding and has been executed by an authorized representative of each Party and each Party confirms and ratifies the terms and conditions herein.

13. LAW AND DISPUTES

13.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre (AIAC) in accordance with the AIAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Kuala Lumpur, Malaysia. The arbitration shall consist of one (1) arbitrator mutually agreed by the Parties. The language of the arbitration shall be English. The arbitration award shall be final and binding upon the Parties.

13.2 The Receiving Party agrees that any violation of any terms of this Agreement will cause immediate and irreparable harm to the Disclosing Party. Therefore and notwithstanding the above and without prejudice to the rights and remedies otherwise available, the Receiving Party understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of the Confidential Information and that the Disclosing Party shall be entitled to equitable relief by way of injunction in the event the Receiving Party breaches or threatens to breach any of the provisions of this Agreement before any competent court.

14. E-COMMUNICATION AND SIGNATURE

14.1 The Parties hereby consent to electronic communication and electronic signatures being equal to signatures inked on paper. The Parties

acknowledge and agree that electronic communication is an acceptable method of communicating information from a Party to the other party without having to communicate the same on paper. Any communication and subsequent electronic signature that has been set or signed in the past, present or future between the Parties will hold the same force and effect as a document signed and inked on paper. However, any electronic communication and electronic signatures mentioned in this clause shall be not in conflict with Clause 16 of this NDA and such electronic communication will not affect any Parties obligations or rights under the said business arrangement or any existing agreement.

15. PERSONAL DATA PROTECTION

15.1 “Personal Data” means personal data as defined in the Personal Data Protection Act 2010 of Malaysia.

15.2 The Disclosing Party may disclose Personal Data to Receiving Party in connection with the Business Purpose. With respect to Personal Data, the Receiving Party receives under this Agreement, the Receiving party hereby represents, warrants and covenants to Disclosing Party that:

a) Receiving Party will not use the Personal Data or any related personally identifiable information or any information obtained, received, or collected in connection with the Business Purpose contemplated hereunder for any purpose other than the permitted use and shall only process such Personal Data in accordance with (i) the Disclosing Party’s instructions; and (ii) the Personal Data Protection Act 2010 of Malaysia.

b) Receiving Party will: (i) put appropriate technical and operational processes and procedures in place to safeguard against unauthorized or unlawful processing of the Personal Data; (ii) protect the security, integrity, confidentiality of the Personal Data and will not permit any unauthorized access to, or use, disclosure, publication or dissemination of, the Personal Data, Receiving Party agrees to use the same degree of care and scrutiny as Receiving Party uses to protect and secure its own confidential information and customer information, but in no event will Receiving Party use less than a

commercially reasonable degree of care.

c) The provisions of this Article 14 apply regardless of whether the Personal Data, a Receiving Party or any third party to whom the Disclosing Party discloses Personal Data to which the provisions of this Article 14 applies, are outside Malaysia.

15.3 In the event of breach of the security of Receiving Party’s system, servers and/or facilities, or any unauthorized access to, or use and/or disclosure of, the Personal Data (“Security Breach”), while in Receiving Party’s possession, Receiving Party will promptly notify Disclosing Party, but in no event later than twenty-four (24) hours, after Receiving Party first learns of or discovers the Security Breach. In the event of a Security Breach, Receiving Party will (i) use its best efforts to mitigate any harmful effect(s) of the Security Breach; (ii) use commercially reasonable efforts to make available sufficient resources and data for Disclosing Party to determine the full impact and root cause of the Security Breach; and (iii) fully co-operate with Disclosing Party in investigating the cause(s) of any Security Breach and in providing notice to affected individuals and/or the appropriate legal and/or regulatory agencies, as required by the laws.

16. NOTICES

16.1 Any notices under this Agreement shall be in writing and shall be addressed as provided in Clause 16.2 and if so, addressed shall be considered as validity served if sent by prepaid registered mail, email and/or facsimile.

16.2 The relevant addressee, address and facsimile number of each Party for the purpose of this Agreement, subject to Clause 16.3, are:

If to irix:

RCW Corporate, No. 1 Jalan Tun Jugah, Level 3,
Lot 12292-2-2, Block 16, 93350, Kuching, Sarawak.

Tel : 082-545318

Fax : 082-545317

Attn : Logeswaran Palaniappan

Email : logeswaran.palaniappan@irix.my

If to CLIENT'S NAME:
CLIENT'S CORRESPONDENCE ADDRESS

Tel :
Fax :
Attn :
Email :

16.3. Either Party may notify the other of a change to its name, relevant addressee, address or facsimile number.

17. ENTIRE AGREEMENT

17.1 This Agreement contains the entire agreement between the Parties and supersedes all

previous agreements, arrangements and/or understanding between the Parties, and may not be modified or amended except by an instrument in writing signed by the duly authorized representatives of the Parties.

18. COUNTERPARTS

18.1 This Agreement may be executed simultaneously and by facsimile or other electronic transmission, in one or more counterparts, and by different Parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS HEREOF, this Agreement has been executed by the duly authorized representatives of the Parties on the day and year first above written.

Signed by

For and on behalf of

IRIX SDN. BHD. (formerly known as PP TELECOMMUNICATION SDN BHD (Company No. 200801039256 (840604-M))

.....

Name:
Designation:

In the presence of:

.....

Name of Witness:

Designation:
Signed by

For and on behalf of

**CLIENT'S NAME
(Company No.: _____)**

.....


Name:
Designation:

In the presence of:

.....

Name of Witness:
Designation:

APPENDIX 3: ACCESS REQUEST FORM

	irix Sdn Bhd Company Reg #: 200801039256 (840604-M)		SERVICE ORDER FORM
	Business Address: RCW Corporate, No. 1 Jalan Tun Jugah, Level 3, Lot 12292-2-2, Block 16, 93350, Kuching, Sarawak		
	Tel: +60 82 545318; Fax: +60 82545317		
Service Order Reference #			
Date	Technical Details		
Service Type	A-end		
Capacity	Z-end		
Contract Type	Interface		
Contract Term	SLA		
irix Contact	Service Type		
Contact Details			
Customer Details			
INSTALLATION ADDRESS		BILLING ADDRESS	
		Address 1	
		Address 2	
		City, Post Code	
		Country	
		Contact Person	
		Mobile/Tel & Fax	
		Email Address	
Pricing & Billing Details			
One Time Charge		Billing Cycle	
Annual Recurring Charge		Billing Currency	
Contract Period		Payment Terms	
Total Contract Charge		Taxes	
Ready for Service (RFS) Details			
Additional Terms & Conditions (shall supersede MSA if any)			
Customer Declaration			
<p>The Customer hereby acknowledges having received, understood, and accepts the terms and conditions of service (the "Terms & Conditions") which expressly apply to and govern the provision of the services described. This Service Order Form, the General Terms and Conditions and any Service Schedule (if applicable) executed by the parties, shall collectively constitute the "Agreement" between the Parties. The Customer hereby agrees that the terms and conditions of this agreement supercedes any provisions contained in the customer's Purchase Order, previous written or oral communications.</p>			
Signature	<input type="text"/>	Company Rubber Stamp	<input type="text"/>
Name	<input type="text"/>	Title & Position	<input type="text"/>
Date:	<input type="text"/>		
FOR IRIX USE ONLY			
Approved by:			
Signature	<input type="text"/>	Company Rubber Stamp:	<input type="text"/>
Name	<input type="text"/>	Title & Position	<input type="text"/>
Date:	<input type="text"/>		

APPENDIX 4: POINT OF INTERFACE LOCATION

POINT OF INTERFACE LOCATIONS

Pursuant to Clause 5.3.3(b) of the Commission Determination on the Mandatory Standard on Access (Determination No. 1 of 2022), irix Sdn Bhd hereby publicizes its point of interface locations.

Region	Closed Number Area	Fixed
Sarawak - Southern	082	Kuching