

GLOBAL NET INITIATIVES SDN. BHD. REFERENCE ACCESS OFFER (RAO)

Following are Global Net Initiatives Sdn. Bhd. Reference Access Offer (RAO) for Infrastructure Sharing:
[All the numberings are maintained as per MCMC original documents for ease of reference]

1. Commission Determination on Access List, Determination No. 6 of 2021

Interpretation [Section 3]

3. For the purpose of this Determination, unless the context otherwise requires,
- i. any term used in this Determination shall have the same meaning as in the Act or the regulations made under it;
 - ii. words in the singular include plural and vice versa; and
 - iii. the following terms used in this Determination shall have the stated meaning:

"Associated Tower Sites" means land owned, leased or tenanted by an Operator surrounding or on which the tower is situated, including necessary right-of-way and permission to dig.

Access List [Section 5(7)]

5(7) Infrastructure Sharing

- a) Infrastructure Sharing is a Facility and/or Service which comprises the following:
 - i. provision of physical access, which refers to the provision of space (including rooftop space) at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or
 - ii. provision of access to in-building Common Antenna Systems and physical access to central equipment room.
- b) Specified network facilities include:
 - i. towers and Associated Tower Sites; and
 - ii. any other facility that supports, or has the capability to support the installation of mobile or fixed network equipment in, along, or in close proximity to:
 - (A) a street;
 - (B) a road;
 - (C) a path;
 - (D) a railway corridor;
 - (E) a park; or
 - (F) such other outdoor area that may be accessed by members of the public including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries.
- c) Physical access includes power (including right-of-way for power installation by the Access Seeker), environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel Of the Access Seeker,

- d) Provision of space at Associated Tower Sites includes space where the Access Seeker may place its cabin or outdoor equipment and space required for cable gantry connecting to the tower and generator set.

2. Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022

SECTION 5: OPERATOR ACCESS OBLIGATIONS

5.3 DISCLOSURE OBLIGATIONS

5.3.1 General duty:

All Operators shall, subject to the provisions of this Standard and the terms and conditions of any confidentiality agreement entered into pursuant to subsection 5.3.8 of this Standard, 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.

5.3.2 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 5.3 of this Standard on the basis that the Access Seeker wishes to negotiate an Access Agreement, whether the access sought is based on a RAO or otherwise.

5.3.3 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 5.7.28 and 5.7.33 of this Standard);
- (b) incorporate the details of all available POI's offered by the Access Provider, as specified on its publicly accessible website from time to time under paragraph 5.8.2(a) of this Standard;
- (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 5.4.20 of this Standard;
- (d) contain a copy of the Access Provider's standard confidentiality agreement which shall comply with subsection 5.3.8 of this Standard;
- (e) contain only terms and conditions which are consistent with the rights and obligations set out in this Standard 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 Standard 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.

5.3.4 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 5.3 of this Standard;
- (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 Standard 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 be provided to the Commission before being made available under paragraph 5.3.4(f) of this Standard.

5.3.5 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 5.3.5 of this Standard 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 5.3.5. 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.

5.3.6 Amended RAO:

Upon expiry of the thirty (30) Business Days in subsection 5.3.5 of this Standard (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 5.3.6(a) of this Standard.

5.3.7 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 5.3.9, 5.3.10 and 5.3.11 of this Standard; and

(h) the Access Provider's reasons for failing to supply any of the information referred to in paragraphs 5.3.7(a) to 5.3.7(g) of subsection 5.3.7 of this Standard.

Prior to the provision of information under subsection 5.3.7 of this Standard, the Access Provider may request the Access Seeker to enter into a confidentiality agreement in accordance with subsection 5.3.8 of this Standard.

5.3.8 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.

5.3.9 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:

(ii) for Facilities and/or Services with a minimum period of access, a maximum of six months for those Facilities and/or Services; and

(iii) 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;

(iv) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and

(v) security previously reasonably required by the Access Provider.

(c) The Access Provider must not impose a security requirement on an Access Seeker which:

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 is designed to, or has the effect of, denying or delaying the Access Seeker's access to Facilities and/or Services.

5.3.10 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 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.

5.3.11 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.

5.3.12 Reporting obligations:

On 1 October of each year, in respect of the Facilities and/or Services set out in subsection 5.3.13 of this Standard, 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 5.3.12 of this Standard 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 5.3.12 of this Standard;
- (f) details of any security required by the Access Provider from Access Seekers under subsection 5.3.9 or subsection 5.16.8 of this Standard, as revised or varied under subsection 5.16.7 of this Standard;
- (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 5.3.12 of this Standard;
- (l) the information required to be provided under subsections 6.6.16, 6.7.7, 6.8.15, 6.9.20, 6.11.7, 6.12.12, 6.13.8, 6.14.10, 6.15.11 and 6.16.7 of this Standard; and
- (m) any other information requested by the Commission.

5.3.13 Facilities and/or Services subject to reporting:

The reporting obligations set out in subsection 5.3.12 of this Standard apply to the following Facilities and/or Services:

- (a) HSBB Network Services;
- (b) Transmission Services;
- (c) Infrastructure Sharing;
- (d) Network Co-Location Service;
- (e) Duct and Manhole Access;
- (f) Digital Terrestrial Broadcasting Multiplexing Service;
- (g) MVNO Access;
- (h) Domestic Inter-Operator Roaming Service;
- (i) 5G Services;
- (j) IP Transit Service; and
- (k) such other Facilities and/or Services that the Commission may nominate from time to time.

5.4 NEGOTIATION OBLIGATIONS

5.4.1 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,

- (iii) after a written request by the Access Seeker to commence negotiations under paragraph 5.4.6(d) of this Standard and the Access Provider's response confirming it is willing to proceed to negotiate under paragraph 5.4.7(b) of this Standard;
- (c) if the negotiations are not completed within the applicable timeframe specified under paragraph 5.4.1 (b) of this Standard:
 - (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 5.4. of this Standard, 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).

5.4.2 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.

5.4.3 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 5.3.8 of this Standard.

5.4.4 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.

5.4.5 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:
 - (c) the current term of that Access Agreement will expire or terminate within the next four (4) months; or
- (d) 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.

5.4.6 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 5.3.7 of this Standard;
- (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 5.3.8 of this Standard;
- (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 5.3.11 of this Standard;
- (k) assessed security (or, if applicable, confirmation of security provided) in accordance with the Access Provider's security requirements, as set out in subsection 5.3.9 of this Standard;
- (l) insurance information in accordance with the Access Provider's insurance requirements, as set out in subsection 5.3.10 of this Standard; 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.

5.4.7 Obligations upon receipt:

The Access Provider 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 the Access Provider, the Access Provider will provide access in accordance with the RAO;
- (b) if paragraph 5.4.7(a) of this Standard does not apply, the Access Provider is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms;
- (c) the Access Provider refuses the Access Request in accordance with subsection 5.4.10 of this Standard; or
- (d) the Access Provider requires specified additional information to make a decision on the Access Request in accordance with paragraphs 5.4.7(a) to 5.4.7(c) of this Standard, and once such information is received from the Access Seeker, the Access Provider shall reconsider the Access Request in accordance with this subsection and the ten (10) Business Days for the Access Provider to consider the Access Request will recommence from the receipt of the information from the Access Seeker.

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

5.4.8 Acceptance response:

If the Access Provider responds that access will be provided in accordance with a RAO [as described in paragraph 5.4.7(a) of this Standard], the Access Provider must, within ten (10) Business Days of such response, provide two copies of the RAO executed by the Access Provider to the Access Seeker and one (1) copy of the executed confidentiality agreement returned by the Access Seeker [in accordance with paragraph 5.4.6(f) of this Standard] that has also been properly executed by the Access Provider.

5.4.9 Negotiation response:

If the Access Provider is willing to proceed with negotiation of the Access Request [as described in paragraph 5.4.7(b) of this Standard], the Access Provider 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 the Access Provider's response, when the Access Provider's 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 5.4.6(f) of this Standard] that has also been properly executed by the Access Provider.

5.4.10 Refusal response:

If the Access Provider decides to refuse the Access Request [as described in paragraph 5.4.7(c) of this Standard], the Access Provider must set out in its response to the Access Seeker:

- (a) the grounds in subsection 5.4.11 of this Standard on which the Access Provider is relying;
- (b) the basis of the Access Provider'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 the Access Provider's response, at which representatives of the Access Provider authorised to review the Access Provider'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 the Access Provider to substantiate its reasons for refusal (and the Access Provider shall do so), and if access has been refused on the basis of the grounds in:
 - (i) paragraph 5.4.11(b) of this Standard, the Access Provider must reassess the Access Seeker's original Access Request considering any supplementary information provided by the Access Seeker;
 - (ii) paragraph 5.4.11(d) of this Standard, the Access Provider must identify when additional capacity or space is likely to be available; and
 - (iii) paragraph 5.4.11 (e) of this Standard, the Access Provider 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 5.3.9 of this Standard.

5.4.11 Grounds for refusal:

Except where expressly permitted otherwise under the Act or section 6 of this Standard, an Access Provider shall not refuse an Access Request, except on the grounds that:

- (a) the Access Provider 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 the Access Provider 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 5.4.6 of this Standard;
- (c) it is not technically feasible to provide access to the Facilities and/or Services requested by the Access Seeker;
- (d) subject to this Standard, the Access Provider has insufficient capacity or space to provide the requested Facilities and/or Services;
- (e) the Access Provider 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 Standard;
- (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 the Access Provider to refuse access in the national interest.

5.4.12 Dispute resolution:

If, following the meeting between the parties required to be held pursuant to paragraph 5.4.10(c) of this Standard, for the purposes of discussing an Access Provider'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 the Access Provider's refusal of the Access Request, either party may request resolution of the dispute in accordance with the Dispute Resolution Procedures.

5.4.13 Initial meeting:

Unless otherwise agreed between the Operators, each Operator shall ensure that its representatives meet on the date notified pursuant to paragraph 5.4.9(a) of this Standard 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 5.4.1 (b) of this Standard;
- (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.

5.4.14 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 5.4 of this Standard may apply to any request for access to such additional facilities and/or services to the extent agreed by the parties.

5.4.15 Additional matters:

An Access Provider 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 has 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:
 - (k) information about the Access Provider's Network that the Access Seeker reasonably requires in identifying the network elements or network components to which it requires access; and
 - (l) information about the basis of the determination of rates, charges or fees.

5.4.16 Non-permitted information:

Notwithstanding anything else in this Standard, an Access Provider shall not impose an obligation on an Access Seeker to provide any of the following information to the Access Provider (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 the Access Provider may request the Access Seeker to specify any ready-for service dates which the Access Seeker requires from the Access Provider 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 the Access Provider'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 5.3.11 of this Standard;
- (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 the Access Provider to supply a requested Facility and/or Service.

5.4.17 Technical infeasibility:

For the purposes of paragraph 5.4.1 1(c) of this Standard, an Access Provider shall not refuse an Access Request on the grounds of technical infeasibility unless the Access Provider 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 the Access Provider 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 the Access Provider 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 the Access Provider asserts that meeting the Access Request would have an adverse impact on network reliability, the Access Provider 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) the Access Provider 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 the Access Provider to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

5.4.18 Capacity constraints:

An Access Provider may only refuse an Access Request on the ground that an Access Provider has insufficient capacity or space under paragraph 5.4.11 (d) of this Standard where the Access Provider 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 the Access Provider 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, the Access Provider 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 5.4 of this Standard; and

(c) in the case of both paragraphs 5.4.18(a) and 5.4.18(b) of this Standard, the Access Provider is unable to expand capacity to meet the requirements in the Access Seeker's Access Request.

If the Access Provider considers that it has insufficient capacity or space under paragraph 5.4.11 (d) to meet the requirements in an Access Request for 5G Services, then the Access Provider must:

(d) increase capacity on its 5G RAN or take such other measures that may be reasonably necessary to accept the Access Seeker's Access Request;

(e) keep the Access Seeker notified and updated regarding such measures; and

(f) notify the Commission as soon as practicable of such insufficient capacity or space, together with reasons and the anticipated length of any delay in satisfying the requirements of the Access Request.

5.4.19 Reporting on refusals:

If an Access Provider 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 5.4.11 of this Standard.

5.4.20 Fast-track application and agreement:

Notwithstanding and as an alternative process to that set out in subsections 5.4.1 to 5.4.18 of this Standard, an Access Provider 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 the Access Provider in accordance with subsection 5.4.21 of this Standard;

(b) the fast-track application form:

shall be limited to gathering information from the Access Seeker as set out in paragraphs 5.4.6(a) and 5.4.6(b) of this Standard; and in respect of any requirement to provide security, shall set out a process for determining the required security sums under subsection 5.3.9 of this Standard within five (5) Business Days of the Access Provider's receipt of a fast-track application;

(c) the Access Provider may only refuse the Access Seeker's fast-track application for the reasons set out in paragraphs 5.4.11 (a), 5.4.11 (e) or 5.4.11(f) of this Standard;

(d) the fast-track agreement between the Access Provider and the Access Seeker must be on the terms of the Access Provider's RAO; and

(e) within ten (10) Business Days of the Access Provider's receipt of a fast track application, the Access Provider must:

(i) provide the Access Seeker with two (2) copies of the RAO executed by the Access Provider, or a notice of refusal that sets out the grounds for refusal under paragraph 5.4.20(c) of this Standard (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 5.4.20(e)(i) of this Standard.

5.4.21 Principles for setting up fast-track process:

The Access Provider 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 the Access Provider 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 the Access Provider's current level of network resources; and

(c) the Facilities and/or Services which may be the subject of a fast track application may be limited to Fixed Network Termination Service, Mobile Network Termination Service, Transmission Services, Interconnect Link Service, and HSBB Network Services.

5.4.22 Form of negotiation:

Any meeting or negotiation under section 5.4 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).

5.6.3 Confirmation of Forecast:

If an Access Provider, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), the Access Provider may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order for the purposes of this Standard, and subsection 5.7 of this Standard will apply.

5.6.4 Alternative or no procedure:

An Access Provider and an Access Seeker may agree to an alternative forecasting and ordering procedure other than that set out in subsection 5.6 of this Standard as part of an Access Agreement, or to dispense with such procedure altogether. If agreement is reached about such matters, the Access Provider and Access Seeker will be bound by the terms of that alternative procedure (or mutual dispensation) and not subsection 5.6 of this Standard.

5.6.8 Forecast provision:

An Access Provider 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.

5.6.9 Use of Forecast Information:

Forecast Information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those personnel of the Access Provider whose role is within either:

- (a) the Access Provider's wholesale or interconnection group; or
- (b) that part of the network engineering group of the Access Provider responsible for interconnection or access, for the purpose of responding to and planning for the Forecast and related Orders. The Access Provider 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 the Access Provider's Chief Executive Officer or Chief Operating Officer.

5.6.10 Distribution of Forecast Information:

An Access Provider may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in subsection 5.6.9 of this Standard if:

- (a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and the Access Provider'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.

5.6.12 Reasons for rejection:

An Access Provider may only reject a Forecast following provisional acceptance where the Access Provider 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 the Access Provider and all Access Seekers;

5.6.14 Reconsideration by Access Seeker:

The Access Provider 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 the Access Provider is obliged to accept the Forecast under this Standard; or
- (b) to submit a new Forecast which the Access Seeker regards as meeting the Access Provider's concerns.

5.6.15 Reconsideration by Access Provider:

The Access Provider shall reconsider any re-submitted or amended Forecast provided pursuant to subsection 5.6.14 of this Standard and subsections 5.6.11 to 5.6.13 of this Standard shall re-apply.

5.6.16 Recovery for over-forecasting:

An Access Provider 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 the Access Provider;
- (c) the Access Provider reasonably seeks to mitigate its loss (including through its own usage) provided the Access Provider shall not be required to do so for any greater period than the relevant Forecast period; and
- (d) the Access Provider only recovers from the Access Seeker, seventy five percent (75%) of such costs and expenses which could not be mitigated under paragraph 5.6.16(c) above.

5.7.1 Contact point or mechanism:

The Access Provider 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 B2B gateway), provided that if such a mechanism is the only method which the Access Provider provides for the receipt of Orders for that Facility and/or Service, the Access Provider cannot

require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface between the Operational Support Systems of the Operators).

5.7.2 Order content:

Prior to access being provided, an Access Provider may require an Access Seeker to provide it with an Order which outlines the Access Seeker's access requirements. An Access Provider 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 the Access Provider's Network; and
- (e) such other information that the Access Provider 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) the Access Provider 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 5.4.16 of this Standard.

5.7.3 Use of ordering information:

Ordering information provided by the Access Seeker shall be treated by an Access Provider as Confidential Information of the Access Seeker and shall only be used by those persons within the Access Provider whose role is within:

- (a) the Access Provider's wholesale or interconnection group; and
- (b) that part of the network engineering group of the Access Provider responsible for interconnection or access, for the purpose of responding to and provisioning for the Order.

5.7.4 Treatment of Orders and Service Qualifications:

An Access Provider 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

5.7.5 Acknowledgment of receipt:

An Access Provider 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 5.7.5 of this Standard.

5.7.6 Notice of Receipt:

The Access Provider 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 the Access Provider from the Access Seeker to provision the Order; and
- (d) the position of the Order in the Access Provider's queue.

5.7.7 Further information:

The Access Provider shall allow the Access Seeker a period of up to ten (10) Business Days after a request for additional information under paragraph 5.7.6(b) of this Standard to provide the Access Provider with such information.

5.7.10 Withdrawal of Order following Service Qualifications:

An Access Provider shall permit an Access Seeker to withdraw its Order without penalty, except that it may recover from the Access Seeker reasonable costs incurred by the Access Provider for any Service Qualification undertaken in respect of the withdrawn Order (irrespective of whether the Access Provider has accepted the Order or not) before the earlier of:

- (b) one (1) Business Day before the Access Provider 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 the Access Provider, which may be in the form of a Notice of Acceptance if civil works is to occur after the Access Provider has accepted the Order.

5.7.11 Acceptance obligation:

An Access Provider 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 the Access Provider pursuant to subsection 5.6 of this Standard.

5.7.12 Time for acceptance or rejection:

The Access Provider 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 5.7.12; or
- (b) the timeframe within which it accepts or rejects equivalent Orders for itself, whichever is shorter.

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

5.7.13 Notice of Acceptance:

An Access Provider'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 the Access Provider, then no later than:
 - (i) the indicative delivery timeframe or activation timeframe specified in the Service Specific Obligations for the purpose of this subsection 5.7.13; or

- (ii) the period of time taken by the Access Provider 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").

5.7.14 Commencement of delivery timeframes:

The applicable delivery timeframe for an Order, as determined under paragraph 5.7.13(a) of this Standard, shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under subsection 5.7.15 of this Standard, 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.

5.7.15 Access Seeker's confirmation:

- (a) The Access Seeker's confirmation of an Order is not required if the Access Provider 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 the Access Provider can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for the Access Provider to proceed with fulfilling an Order as provided for under paragraph 5.7.15(a) above, the Access Provider 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, the Access Provider shall fulfil the Order in accordance with the Notice of Acceptance.

5.7.16 Estimated charges:

If the Notice of Acceptance provided by the Access Provider contains estimates of charges (e.g. based on time and materials):

- (a) the Access Provider shall not exceed the estimate without providing the Access Seeker with 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) the Access Provider shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by the Access Provider under paragraph 5.7.16(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 the Access Provider exceeds an estimate or revised estimate for a specific scope of work provided by the Access Provider 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 the Access Provider for the actual cost incurred (but in no other circumstances); and

(d) the Access Provider 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 5.7.13(e) or 5.7.16(b) of this Standard, as applicable.

5.7.17 Reasons for rejection:

An Access Provider may only reject an Order from an Access Seeker where:

- (a) subject to subsection 5.4.17 of this Standard (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 5.7.31 and 5.7.32 of this Standard, the Access Provider has insufficient capacity to provide the requested Facilities and/or Services;
- (c) subject to subsection 5.7.19 of this Standard, the Order is in excess of the agreed Forecast levels;
- (d) the Order or variation request duplicates an Order awaiting fulfilment;
- (e) [Not used];
- (f) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to the Access Provider's satisfaction, acting reasonably (e.g. through the application of a security requirement in accordance with this Standard); or
- (g) 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 the Access Provider's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

5.7.18 Notice of rejection:

An Access Provider's notice of rejection of an Order to the Access Seeker must:

- (a) set out the grounds on which the Access Provider 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.

5.7.22 Delivery dates:

The Access Provider 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 5.7.24 of this Standard.

5.7.23 Early delivery dates:

If the Access Provider, 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.

5.7.24 Delayed delivery dates:

Where there is a delay in the delivery of an Order, and:

(a) the delay is caused by either the Access Provider or by a third party, that is not acting under the Access Provider's direction or control:

- (i) the Access Provider shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
- (ii) the Access Provider 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 the Access Provider shall promptly notify the Access Seeker of the revised delivery date; or

(b) where the delay is caused by the Access Seeker:

- (i) the Access Provider shall notify the Access Seeker of the delay to the delivery date as soon as practicable after the Access Provider becomes aware of it;
- (ii) the Access Provider and Access Seeker must work together to minimise the delay; and
- (iii) the delivery date shall be extended for a further period as reasonably necessary, and the Access Provider shall promptly notify the Access Seeker of the revised delivery date.

5.7.25 Cancellation and variation of Orders:

An Access Provider shall allow an Access Seeker to cancel or vary an Order at any time subject to subsection 5.7.26 of this Standard.

5.7.26 Cancellation or variation penalty:

Except where this Standard provides that cancellation of an Order is to be at no penalty:

(a) the Access Provider 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 the Access Provider 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 the Access Provider used its best endeavours to do so.

5.7.27 Testing and provisioning:

An Access Provider:

- (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 the Access Provider treats testing and provisioning for itself; and
- (c) may require reasonable co-operation by the Access Seeker in respect of such activities.

5.7.28 Resource charge:

An Access Provider:

- (a) may charge the Access Seeker a one-off fee, to be determined by reference to the costs incurred by the Access Provider, for allocation of manpower and other resources to enable the Access Provider to test and fulfil an Order for new Facilities and/or Services, provided that such one-off fee is reasonably justified by the Access Provider, to the Access Seeker, as necessary for the Access Provider 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 5.7.28(a) above, and in its RAO. An Access Provider may reasonably require that information under this paragraph 5.7.28(b) be subject to a confidentiality agreement in accordance with subsection 5.3.8 of this Standard; and
- (c) must specify the methodology and unit rates (including any potential or contingent unit rates) for calculating any fees under paragraph 5.7.28(a) above that have not been included in its RAO. An Access Provider may reasonably require that information under this paragraph 5.7.28(b) be subject to a confidentiality agreement in accordance with subsection 5.3.8 of this Standard.

5.7.29 Queuing policy:

An Access Provider shall establish and maintain a queuing policy for each Facility and/or Service, which:

- (a) shall be non-discriminatory; of
- (b) shall be applied to Orders of all Access Seekers and Orders for itself for the same or similar Facilities and/or Services, and shall treat the Orders of Access Seekers on an equivalent basis to that which the Access Provider treats Orders for itself for the same or similar Facilities and/or Services; and
- (c) shall seek to maximise the efficiency of its ordering and provisioning process.

5.7.30 Acceptance on queue:

An Access Provider shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under subsection 5.7.5 of this Standard (and as specified in the Notice of Receipt under subsection 5.7.6 of this Standard), of their acceptance of, and position in, the Access Provider's queue.

5.7.33 Late delivery:

If an Access Provider fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with paragraph 5.7.24(a)(iii) of this Standard, 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 the Access Provider's direction or control (for example, where a local authority or landowner delays providing necessary approvals for works to commence), the Access Provider shall, without limitation to any other rights the Access Seeker may have under subsection 5.7 of this Standard 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 the Access Provider's delay, and the methodology and unit rates for calculating such rebates shall be set out in the Access Provider's RAO. If the Access Provider alleges that a failure has been caused solely by the Access Seeker's delay or a delay by a third party not acting under the Access Provider's direction or control, the Access Provider shall have the burden of demonstrating:

(a) that allegation; and

(b) that the Access Provider has done all things reasonably practicable to minimise or avoid such failure.

5.9.1(b) Decommissioning notice:

Except where an Access Provider is required to vacate a site where a Point of Interface is located, or any other Facility and/or Service which relies on the Access Provider'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, an Access Provider must provide no less than: six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any Facilities and/or Services which rely on the Access Provider's use of that site.

Where an Access Provider 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, the Access Provider must provide all relevant Access Seekers with as much notice as possible in relation to the matters in paragraphs 5.9.1(b) above.

5.9.2 Co-operation:

An Access Provider must co-operate and negotiate with all relevant Access Seekers in relation to the timetable for decommissioning of the Facilities and/or Services.

5.9.3(b) Alternative arrangements:

An Access Provider which notifies an Access Seeker of its intention 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.

5.9.5 Decommissioned Facilities and/or Services compensation:

Except where decommissioning is caused by Force Majeure, an Access Provider 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 5.9.3(b) of this Standard; or

(b) re-arranging Equipment to connect to alternative Services offered in accordance with paragraph 5.9.3(b) of this Standard.

5.11 BILLING AND SETTLEMENT OBLIGATIONS

5.11.1 Invoices:

An Access Provider shall use its best endeavours to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month of the end of each Billing Cycle in accordance with subsection 5.11.3 of this Standard for amounts due in respect of the supply of Facilities and/or Services during the relevant Billing Period.

5.11.2 Currency:

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

5.11.3 Billing Cycle:

An Access Provider 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.

5.11.4 Billing verification information:

An Access Provider 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.

5.11.5 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.

5.11.6 Summarised Invoice and billing information:

An Access Provider 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.

5.11.7 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.

5.11.8 Time for payment:

Subject to subsection 5.11.11 of this Standard, an Access Provider 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 5.11.8 should not be construed as preventing an Access Provider from granting a discount to an Access Seeker as an incentive to make early payments.

5.11.9 Method of payment:

An Access Provider shall allow an Access Seeker to pay an Invoice by bank cheque or electronic funds transfer directly to an account nominated by the Access Provider.

5.11.10 No set-off:

Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, an Access Provider 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).

5.11.11 Withholding of disputed amounts:

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

- (a) the Access Seeker notifies the Access Provider within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement); and
- (b) the Access Seeker's notification specifies the information referred to in subsection 5.11.13 of this Standard.

5.11.12(c) Billing Disputes:

An Access Provider shall allow an Access Seeker to dispute any amount in an Invoice if in case of any other Facilities and/or Services, the Access Seeker notifies the Access Provider 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 5.11.13 of this Standard.

5.11.13 Notification of Billing Dispute:

An Access Provider 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

5.11.14 Billing Dispute resolution:

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

5.11.15 Interest:

Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with subsection 5.11.12 of this Standard, an Access Provider may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by the Access Provider. The interest that may be charged by the Access Provider shall be at the rate of 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 the Access Provider of full payment. For

clarification, an Access Provider shall not charge interest on an amount which is disputed by an Access Seeker in good faith.

5.11.16 Back billing:

Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, the Access Provider 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 the Access Provider 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.

5.11.17 Provisional billing:

Where an Access Provider is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with subsection 5.11.1 of this Standard, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice ("Provisional Invoice"). In such circumstances, the Access Provider 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, the Access Provider may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.

5.11.18 Adjustment Period:

Where a Provisional Invoice is issued by the Access Provider, within the next two (2) months or such other time period as may be agreed in the Access Agreement ("Adjustment Period"), the Access Provider 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 the Access Provider. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then the Access Provider will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.

5.14 TERM, SUSPENSION AND TERMINATION OBLIGATIONS

5.14.1 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.

5.14.2 Term of supply:

Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, and subject to the Access Provider not being able to provide access as a result of Force Majeure, the Access Provider shall only require the Access Seeker to acquire access to individual Facilities and/or Services under the Access Agreement for a minimum period as follows:

| | |
|----------------------------|-----------------|
| Facilities and/or Services | Minimum term |
| Network Facilities Access | Three (3) years |

Upon expiry of the relevant minimum term, an Access Seeker can terminate the Access Agreement at any time without penalty for early termination, provided that the Access Seeker provides three (3) months' notice to the Access Provider.

5.14.3 Termination circumstances:

(a) Subject to subsection 5.14.6 of this Standard, an Access Provider 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 5.14.3(a)(i), 5.14.3(a)(ii) or 5.14.3(a)(iii) of this Standard apply, and the Access Provider has notified the Access Seeker that it will terminate where:

- (i) the Access Seeker has materially breached the Access Agreement, the Access Provider 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.

The Access Provider 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 5.14.3 is in addition to the notice required under subsection 5.14.6 of this Standard.

(b) Except where permitted under subsection 5.14.2 of this Standard, 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 5.14.3(b)(i), 5.14.3(b)(ii) or 5.14.3(b)(iii) of this Standard apply, and the Access Seeker has notified the Access Provider that it will terminate where:

- (i) the Access Provider has materially breached the Access Agreement, the Access Seeker has notified the Access Provider that it will terminate in no less than one (1) month if the Access Provider has not remedied its breach by the end of that period and the Access Provider has failed to remedy its breach in accordance with such a notification;
- (ii) the Access Provider 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 Provider's assets are subject of any form of distress or execution or any analogous insolvency event related to the Access Provider has occurred in any jurisdiction; or
- (iii) a Force Majeure has continued for a period of more than three (3) months.

5.14.4 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 the Access Provider 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 the Access Provider 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.

5.14.5 Suspension:

Subject to subsection 5.14.6 of this Standard, an Access Provider 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 the Access Provider'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 the Access Provider, its employees or contractors;
- (c) the Access Seeker's facilities cause material, physical or technical harm to any facilities of the Access Provider or any other person;
- (d) where the Access Seeker has failed to pay Invoices in accordance with subsection 5.11 of this Standard, and has failed to rectify such noncompliance within thirty (30) days of receiving notice from the Access Provider (and subject to any right that the Access Seeker has under subsection 5.11 of this Standard to dispute any amount in an Invoice);
- (e) where the Access Seeker has failed to provide the new security amount as required under subsections 5.3.9, 5.16.7 and 5.16.8 of this Standard;
- (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 the Access Provider or the provision by the Access Provider of Facilities and/or Services under this Access Agreement.

For the purposes of this subsection 5.14.5, an Access Provider must provide the Access Seeker with five (5) Business Days' notice, including reasons, prior to suspending access to any Facilities and/or Services. The Access Provider 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 Standard.

5.14.6 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, an Access Provider must notify the Commission in writing of the action the Access Provider 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. The Access Provider:

- (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 endeavour to respond to the Access Provider's notice within ten (10) Business Days or such other period that the Commission considers is reasonable;
- (b) must not give effect to the proposed termination, suspension or material variation unless the Access Provider has received written consent from the Commission to such termination, suspension or material variation; and

(c) shall take all steps practicable to minimise 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.

5.14.7 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.

5.14.8 Post-termination fees:

An Access Provider 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 5.14.2 of this Standard) provided that:

- (i) such charges must be reduced to reflect any cost savings to the Access Provider from not having to supply the Facilities and/or Services to the extent that they have been terminated or suspended; and
- (ii) the Access Provider must use reasonable endeavours to mitigate its costs of termination or suspension and maximise cost savings under paragraph 5.14.8(b)(i) above.

5.14.9 Upfront charges refund:

On termination of an Access Agreement or access to any Facilities and/or Services provided under it, the Access Provider 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.

5.14.10 Deposits and guarantees:

Notwithstanding the obligation in subsection 5.14.9 of this Standard, the Access Provider 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 the Access Provider 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 the Access Provider as at the date of termination.

5.16 LEGAL BOILERPLATE OBLIGATIONS

5.16.2 Mutual compensation:

Each Operator must establish mutually acceptable compensation arrangements with each other Operator (including bill-and-keep arrangements).

5.16.3 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.

5.16.5 Complete charges:

An Access Provider 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 the Access Provider shall do such work in accordance with a quotation agreed with the Access Seeker as set out in this Standard.

5.16.6 Intellectual Property:

Each Operator shall licence 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 licences. The term of the licence must be consistent with the term of the relevant Access Agreement.

5.16.7 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 5.3.9(b)(i) and 5.3.9(b)(ii) of this Standard; 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 5.16.7(b) above.

5.16.10 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 Standard 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 licence is amended or deleted or a new condition is imposed in relation to its subject matter.

5.16. II 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.

5.16.12 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.

6.8 INFRASTRUCTURE SHARING

6.8.1 Application:

This subsection 6.8 applies where Infrastructure Sharing has been requested or is to be provided.

6.8.2 Forecasts:

For the purposes of subsection 5.6.6 of this Standard, an Access Provider shall only request Forecasts where:

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

6.8.3 Acknowledgement of receipt:

For the purposes of subsection 5.7.5 of this Standard, an Access Provider shall acknowledge receipt of each Order for Infrastructure Sharing within two (2) Business Days.

6.8.4 Time for acceptance or rejection:

Subject to any shorter timeframe required under subsection 5.7.12 of this Standard, an Access Provider must notify an Access Seeker that an Order for Infrastructure Sharing is accepted or rejected within ten (10) Business Days after:

- (a) issuing the Notice of Receipt in respect of the Order, where the Access Provider did not undertake any post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard; or
- (b) providing the Access Seeker with the result of post-Order Service Qualification under subsection 5.7.9 of this Standard, where the Access Provider has undertaken post-Order Service Qualification for that Order under subsection 5.7.8 of this Standard.

6.8.5 Indicative delivery timeframe:

For the purposes of paragraph 5.7.13(a)(i) of this Standard, the indicative delivery timeframe for Infrastructure Sharing is:

(a) for ground-based towers and new sites, ninety (90) Business Days; and

(b) for Common Antenna Systems in High Priority Areas:

(i) which are existing Common Antenna Systems, forty (40) Business Days; and

(ii) which are new Common Antenna Systems, one hundred and twenty (120) Business Days;

(c) for fixed telecommunications poles, ten (10) Business Days; and

(d) for all other structures (including street furniture), forty (40) Business Days.

For clarification, the indicative delivery timeframe in this subsection 6.8.5 commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with subsection 5.7.14 of this Standard. The Access Provider shall provide progress updates of the site delivery to an Access Seeker on a monthly basis.

6.8.6 Billing Cycle:

For the purposes of subsection 5.11.3 of this Standard, between the Operators, the Billing Cycle for Infrastructure Sharing will be one (1) year in advance for the first year and monthly (or such other mutually agreed period) in advance for subsequent years.

6.8.7 Physical access:

Where required to fulfil an Order for Infrastructure Sharing or for the Access Seeker to perform operations or maintenance activities, an Access Provider shall allow an Access Seeker, its nominated employees and/or contractors to physically access the Access Provider's network facilities and the Access Seeker's Equipment, and to have physical control over the Access Seeker's Equipment located at such network facilities, at equivalent times and in accordance with equivalent processes and procedures as are applicable to itself.

6.8.8 Nominated personnel:

The employees and/or contractors nominated by the Access Seeker under subsections 6.8.7, 6.8.9 and 6.8.10 of this Standard 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.

6.8.9 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 the 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;

(b) subject to paragraph 6.8.9(d) of this Standard, 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 6.8.9(d) of this Standard, 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 pursuant to paragraph 6.8.9(b) or 6.8.9(c) of this Standard (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.

6.8.10 Absence of escort:

For the purposes of subsection 6.8.7 of this Standard, if an escort does not arrive at the Access Provider's property within the timeframe specified in subsection 6.8.9, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort.

6.8.11 Site register:

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.

6.8.12 Utilities and ancillary services:

The Access Provider must, where the relevant utilities and ancillary services are within the Access Provider's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access to the same extent that the Access Provider provides to itself, including but not limited to:

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

6.8.13 Cost:

The utility and ancillary costs in respect of the network facilities provided by the Access Provider to the Access Seeker as contemplated in subsection 6.8.12 of this Standard shall be apportioned (in accordance with fair and equitable principles) and mutually agreed between the Access Provider and all Access Seekers at the relevant location.

6.8.14 Augmentation of Common Antenna Systems:

The Access Provider shall use all reasonable endeavours to augment in-building Common Antenna Systems to the extent required to enable the Access Provider to supply access to such in-building Common Antenna Systems on request by an Access Seeker.

6.8.15 Reporting:

As required under paragraph 5.3.12(1) of this Standard, the Access Provider shall notify the Commission in writing of any specified network facilities (as that term is used in the description of the Infrastructure Sharing Service) that support, or have the capability to support, the installation of mobile network equipment along, or in close proximity to:

- (a) a street;
- (b) a road;
- (c) a path;
- (d) a railway corridor;
- (e) a park; or
- (f) such other outdoor area that may be accessed by members of the public, including but not limited to billboards, public transit shelters, poles, traffic light poles, bridges, and road gantries.

6.8.16 Maintenance and rectification:

An Access Provider shall:

- (a) ensure that it maintains in reasonable working condition all fixed telecommunications poles which comprise specified network facilities (as that term is used in the description of the Infrastructure Sharing Service), subject to paragraph 6.8.16(b); and
- (b) on notice by an Access Seeker, or upon otherwise becoming aware, that any fixed telecommunications pole does not comply with paragraph 6.8.16(a), perform within forty (40) Business Days such activities as required to rectify such non-compliance.

6.8.17 Service Assurance Targets for Infrastructure Target:

| Severity | Service Definition | Fault Type (including but not limited) | Response Time | Progress Update Frequency | Temporary Restoration Time | Rectification Time | Incident Report (RCA) Issuance |
|----------|---|--|---------------|---------------------------|----------------------------|--------------------|--------------------------------|
| Level 1 | Hub Sites (a site with more than 5 child sites) | <ul style="list-style-type: none">• Outage caused by fault of AC power supply system owned by Access Provider• Outage caused by power issue at landlord/building• Outage caused by CME issues• Outage due to flooding | 1 hour | Every 1 hour | 4 hours | 48 hours | 48 hours |

| | | | | | | | |
|---------|--|---|--------|----------------|----------|------------------|-----------------|
| Level 2 | End Sites (Site that is not a Hub Site) | <ul style="list-style-type: none"> • Outage caused by fault of AC power supply system owned by Access Provider • Outage caused by power issue at landlord/building • Outage caused by CME issues • Outage due to flooding | 1 hour | Every 2 hours | 4 hours | 7 Business Days | 5 Business Days |
| Level 3 | No Service Affecting Fault | Issues related to power system asset belonging to Access Provider, landlord/building site access or CME issues | 1 hour | Every 24 hours | 24 hours | 14 Business Days | N/A |

- (i) All faults reported shall be ascribed with a Severity Level set out above and Parties shall cooperate with one another to achieve Rectification Times based on the severity of the fault reported.
- (ii) "Progress Update Frequency" means the frequency at which the Access Seeker may call the Access Provider for restoring the fault to obtain a verbal or written progress update.
- (iii) "Response Time" refers to the time for the Access Provider to respond to the fault and is measured from the time the fault is reported by the Access Seeker to the Access Provider.
- (iv) "Rectification Time" refers to the time for the Access Provider to rectify a fault and is determined by the period the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a permanent basis.
- (v) "Temporary Restoration Time" refers to the time for the Access Provider to temporarily rectify a fault and is determined by the period between the reporting of a fault by the Access Seeker to the Access Provider and the rectification of the fault on a temporary basis.

6.8.18 Rebates:

If the Access Provider is unable to provide the Service due to negligence on its part (e.g., poorly designed structure or platform that does not function properly, the Access Provider failed to pay rental to its landlord on time, the Access Provider failed to provide site access), without limiting the Access Provider's obligation to provide any applicable rebates under subsection 5.7.33 of this Standard, affected Access Seekers are entitled to a rebate for not meeting the Service Assurance Target under subsection 6.8.17 above, which shall at a minimum reflect the rental amount paid or to be paid by the Access Seeker to the Access Provider for the period of site downtime.

6.8.19 Grounds for refusal:

In addition to the grounds for refusal in subsection 5.4.11 of this Standard, an Access Provider may, based on reasonable safety and security reasons, refuse an Order Request to fixed telecommunication poles being utilised for critical government services, including in connection with government agencies, the military or the police.

6.8.20 Capacity Allocation Policy:

In addition to subsection 5.7.32 of this Standard, the Access Provider's Capacity Allocation Policy for Infrastructure Sharing Services shall set out the principles to be applied on an equivalent basis between itself and other Access Seekers, where:

(a) the Access Provider has already taken steps to optimise space by using the current available technology, including removing any unused cables;

(b) the Access Provider shall determine the available space only after considering:

- (i) the requirements for Infrastructure Sharing Services for the Access Provider's then existing maintenance purpose;
- (ii) the reservation of the Infrastructure Sharing Service for future use by the Access Provider or another Access Seeker, applicable on an equivalent basis for six (6) months, upon receipt of an Order; and
- (iii) the structural integrity of the infrastructure to safely accommodate additional capacity; and

(c) the allocation of available space shall be:

- (i) on a first-come, first-served basis;
- (ii) applicable to reserved capacity that is not used by either the Access Provider or an Access Seeker within the seven (7) months from the date of the Order; and
- (iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

ANNEXURE A: DISPUTE RESOLUTION PROCEDURES

1. Definitions

1.1 In the Dispute Resolution Procedures set out in this Annexure A:

- (a) "Billing Dispute" means the dispute of an Invoice issued by one party to the other party, which is made in good faith;
- (b) "Billing Dispute Notice" means the written notification made by one party to the other party in relation to a Billing Dispute in accordance with subsection 6.4 of this Annexure;
- (c) "Billing Dispute Notification Period" means the period after the date of receipt of an Invoice during which a Billing Dispute may be raised in relation to that Invoice, as specified in subsection 6.2 of this Annexure;
- (d) "Billing Representative" means a representative of the party appointed in accordance with the billing procedures set out in subsection 6.15 of this Annexure;
- (e) "Billing System" means a system to issue Invoices relating to charges payable by each party under an Access Agreement;
- (f) "Dispute" has the meaning given to it in subsection 2.1 of this Annexure;
- (g) "Notice" means the notice issued of intention to form the Interconnect Steering Group, as specified in subsection 4.1 of this Annexure; and
- (h) "Technical Expert" has the meaning given to it in subsection 5.3 of this Annexure.

2. Introduction

2.1 Subject to paragraph 2.2(b) of this Annexure, an Access Provider and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and an Access Provider in relation to or in connection with the supply of Facilities and/or Services to which this Standard applies ("Dispute").

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 Annexure if they cannot be resolved through the application of the general dispute resolution provisions in sections 3 and 4 of this Annexure);
 - (ii) Billing Disputes (as defined in subsection 1.1 of this Annexure), which must follow the procedures set out in section 6 of this Annexure; 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 Annexure, 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 Annexure are references to sections, subsections and paragraphs of this Annexure.

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 Annexure, 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 Annexure, the Parties to a Dispute shall exchange information of a type described in this Standard 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 5.3.8 of this Standard.

3.6 A party must not use information obtained under subsection 3.4 of this Annexure 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 Annexure) 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 Annexure, 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 Annexure); 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 Annexure. 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 Annexure); 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 Annexure 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 5.5 and 5.6. 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 Standard 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:

(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 Annexure.

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 Standard. 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 Standard 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 Standard. 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 Annexure (including any extension agreed) and any suspension period under subsection 7.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in subsection 6.11 of this Annexure ("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 Standard. 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 Annexure 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.

7. Revocation

7.1 The Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 shall be revoked with effect from 1 November 2022.

8. Transitional and Savings

8.1 The Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 shall remain in force for the purpose of and application to Access Agreements registered with the Commission before 1 November 2022.

Made: 21 September 2022

TAN SRI MOHAMAD SALIM BIN FATEH DIN

Interim Chairman

Malaysian Communications and Multimedia Commission