



# ABT NETWORKS SDN BHD

# REFERENCE ACCESS OFFER

# Table of Contents

Table of Contents .....	2
1 – Introduction, Background and Scope .....	3
1.1 Preliminary .....	3
1.2 Legislative Background .....	3
1.3 Scope of ABTN’s RAO .....	4
1.4 Additional Services .....	5
1.5 Effective Date of ABTN’s RAO .....	5
2 – Interpretation .....	6
3 – Principles of Access and Interconnection .....	10
3.1 Services .....	11
3.2 Eligibility for Access of Services .....	11
3.3 Principles of Access and Interconnection .....	11
3.4 Dispute Resolution .....	12
3.5 Confidentiality .....	12
4 – Access Request Procedures .....	12
4.1 Application for Access to Services .....	12
4.2 Creditworthiness Information .....	13
4.3 Security Sum .....	13
4.4 Insurance Information .....	13
4.5 Processing of Access Request .....	14
4.6 Assessment of Access Request .....	15
4.7 Notification of Rejection to the Access seeker .....	16
4.8 Acceptance of Access Request .....	16
4.9 Negotiations on Access Request .....	17
5 – Notices .....	17
ANNEXURE I .....	18

# Reference Access Offer (“RAO”)

## 1 – Introduction, Background and Scope

### 1.1 Preliminary

- 1.1.1 This Access Reference is made by ABTN Sdn Bhd (Company No: 190730-W), a company incorporated under the laws of Malaysia and having its registered office at Aras B-01, Wisma YPJ Holdings, No 5, Jalan Sri Perkasa 1/3, Taman Tampoi Utama, 81200 Johor Bahru, Johor Darul Takzim on 30th June 2017 pursuant to section 5.3.3 of the Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016, which came into effect on 1st January 2017 (“MSA Determinations”).
- 1.1.2 Pursuant to Commission Determination on the Access List, Determination No. 2 of 2015 which came into effect 1<sup>st</sup> September 2015 and pursuant to section 5.3.3 of the MSA Determination, ABTN Sdn Bhd (“ABTN”) is pleased to prepare and maintain an Reference Access Offer (“RAO”) in relation to network facilities or network services on the Access List Determination which ABTN provides to itself or third parties and which: (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.1.3 This RAO is set out as follows:
- (a) Main Text of which consist of 5 Chapters; and
  - (b) Schedules, Annexure and relevant Appendixes

### 1.2 Legislative Background

- 1.2.1 Following the issuance of the Ministerial Direction on Access Pricing, Direction No. 1 of 2005 and Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2017 and in exercise of the powers conferred by sections 55, 56, 104(2) and 106 of the Act, the Malaysian Communications and Multimedia Commission (“Commission”) issued the MSA Determination which came into operation on 1 January 2018.
- 1.2.2 MSA Determination Obligations
- 1.2.3 The MSA Determination deals with access to network facilities and network services listed in the Access List Determination and sets out obligations that apply to Operators concerning various access issues which include:
- (a) Disclosure obligation (Section 5.3 of the MSA Determination);
  - (b) Negotiation obligations (Section 5.4 of the MSA Determination);
  - (c) Content obligation (Section 5.5 to 5.16 of the MSA Determination); and
  - (d) Service Specific obligation (Section 6 of the MSA Determination).
- 1.2.4 Disclosure Obligations
- Pursuant to the Disclosure Obligations in Section 5.3 of the MSA Determination, ABTN is required to:
- (e) prepare and maintain an RAO;
  - (f) make the RAO available;

- (g) follow prescribed procedures after acceptance of the RAO; and
- (h) follow prescribed procedures for any amendment of the RAO.

#### 1.2.5 The role of Standard Access Obligations

- 1.2.5.1 Pursuant to sections 55 and 145 of the Act, the Commission may determine the list of network facilities and network services, which may be listed in the access list. Accordingly, the Commission has issued the Access List Determination. Pursuant to section 149 of the Act, an Access Provider is required to comply with the standard access obligations in providing the network facilities and network services that are listed in the Access List Determination.
- 1.2.5.2 The standard access obligations facilitate the provision of access to the network facilities and network services listed in the Access List Determination by Access Seekers in order that Access Providers can provide network facilities, network services, and other facilities and/or services which facilitate the provision of network services or applications services, including content applications services.
- 1.2.5.3 Section 149 of the Act specifies the terms and conditions upon which the Access Provider must comply with the standard access obligations. Section 149(2) provides that the access provided by the Access Provider shall be:
  - (a) of at least the same or more favorable technical standard and quality as the technical standard and quality on the Access Provider's network facilities or network services; and
  - (b) on an equitable and non-discriminatory basis.
- 1.2.5.4 The paraphrasing of any statutory provisions in this ABTN's RAO does not amount to any party agreeing to waive any of their rights under the paraphrased provisions and those statutory provisions continue to apply in full.

### *1.3 Scope of ABTN's RAO*

- 1.3.1 ABTN is a licensed individual network facilities and network services provider under the Act. Pursuant to these licenses.
- 1.3.2 Pursuant to Section 5.3.3 of the MSA Determination, ABTN is obliged to prepare and maintain an RAO in relation to network facilities or network services on the Access List Determination which ABTN provides to itself or third parties.
- 1.3.3 ABTN's RAO:
  - (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
  - (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.
- 1.3.4 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to ABTN's RAO.
- 1.3.5 ABTN considers ABTN's RAO to be consistent with:
  - (a) the standard access obligations stipulated under Section 5 of the MSA Determination and section 149 of the Act; and
  - (b) the principles of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.

- 1.3.6 For the purposes of clarification, the terms and conditions of ABTN's RAO is applicable to the Facilities or Services and which is relevant to the provisioning of facilities and services within ABTN's licenses only. If the Access Seeker requests network facilities or network services outside ABTN's RAO, the terms and conditions for the provision of such network facilities or network services shall remain outside the scope of ABTN's RAO.
- 1.3.7 If an Access Seeker requests ABTN to provide it with Facilities or Services other than on the terms and conditions contained in ABTN's RAO, ABTN and the Access Seeker will:
- (a) negotiate in good faith in relation to such terms and conditions; and
  - (b) enter into and conduct negotiations in a timely manner.
- 1.3.8 ABTN's RAO contains terms and conditions for the following facilities and services which ABTN may offer singly or simultaneously at any one time:
- (a) Fixed Network Termination Services
  - (b) Mobile Network Originating Services
  - (c) Mobile Network Termination Service
  - (d) Interconnect Link Service
  - (e) Domestic Connectivity to International Service
  - (f) Digital Terrestrial Broadcasting Multiplexing Service
  - (g) Duct and Manhole Access
  - (h) Layer 2 HSBB Network Service with Quality of Service
  - (i) Trunk Transmission Service
  - (j) Layer 3 HSBB Network Service
  - (k) End-to-End Transmission Service

## ***1.4 Additional Services***

- 1.4.1 In addition, the Operators are free to consider ABTN's RAO when negotiating the terms and conditions for the supply of other network facilities or network services that are not listed in the Access List Determination.

## ***1.5 Effective Date of ABTN's RAO***

- 1.5.1 Commencement and Duration of ABTN's RAO

- 1.5.1.1 ABTN's RAO comes into force and takes effect immediately from the date referred to in Section 1.1 and continues until the earlier to occur of:

- (a) a Review; or
- (b) the withdrawal of ABTN's RAO in accordance with the terms of ABTN's RAO.

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

## 1.5.2 Amendment to ABTN 's RAO

1.5.2.1 ABTN shall, no less than twenty (20) Business Days of making any amendment to ABTN's RAO, provide a copy of the amendments, or an amended copy of ABTN's RAO to:

- (a) the Access Seeker who is being provided with access to Facilities and/or Services under the existing RAO; and
- (b) the Access Seeker who has requested access to facilities and/or services under the existing RAO within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with the Access Request.

## 1.5.3 Notice of Withdrawal, Replacement and Variation of ABTN 's RAO

1.5.3.1 If subject to Section 56 of the Act, the Commission revokes, varies or replaces the Access List Determination relating to the Facilities or Services, ABTN may, by giving written notice to all Access Seekers to whom it is supplying Facilities or Services under ABTN's RAO, withdraw or replace ABTN's RAO with effect from a date no earlier than the effective date of the Commission's revocation.

1.5.3.2 ABTN shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it withdraws or varies ABTN's RAO pursuant to Section 1.5.3.1.

1.5.3.3 In addition to Section 1.5.3.2 above, ABTN may give the Access Seekers to whom it is supplying Facilities and Services under ABTN's RAO a notice of a variation or replacement of ABTN's RAO to affect such variations that are necessary or appropriate in the event of:

- (a) the occurrence of a Legislative Event that materially affects the rights or obligations of ABTN under ABTN's RAO; or
- (b) the occurrence of a Regulatory Event that relates to ABTN; or
- (c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination and which shall include a review by the Commission on the Mandatory Standard Access Pricing

1.5.3.4 Notwithstanding Sections 1.5.3.1, 1.5.3.2 and 1.5.3.3 above, ABTN may subject to Section 1.5.2 above, replace ABTN's RAO at any time.

## 1.5.4 Availability

1.5.4. Subject to Section 1.5.4.2, ABTN's RAO shall be made available to an Access Seeker:

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

1.5.4.2 Prior to the provision of ABTN's RAO to the Access Seeker, the Access Seeker shall be required to enter into a confidentiality agreement with the Access Provider.

## 2 – Interpretation

2.1 The following words have these meanings in this ABTN RAO unless the contrary intention appears: -  
“Act” means the Communications and Multimedia Act 1998.

“Access Agreement” or “AA” means an Access Agreement executed between Access Seeker and Access Provider for ABTN to provide requested Facilities and/or Services subject upon commercially negotiated terms and conditions and in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.; or

“Access List Determination” means Commission Determination on Access List, Determination No.2 of 2015 which contains List of Facilities and Services determined by the Commission under Chapter 3 of Part VI of the Act.

“RAO Term” means the period of three (3) years commencing from the date set out in Section 1.1.1 or such other period as may be specified by ABTN from time to time.

“Access Request” means a request made by the Access Seeker to ABTN for access to Facilities or Services and containing the information in Section 4.1.3.

“Access Seeker” means an Operator who:

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

“Access Service” means a service for the carriage of agreed Communication along ABTN’s Facilities and Services between the POIs/POPs.

“Bank Guarantee” means a guarantee, executed in favour of ABTN by a licensed bank in Malaysia approved by the ABTN pursuant to Section 4.3 on behalf of the Access Seeker.

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

“Billing Period” means one (1) calendar month period over which the supply of Facilities and/or Services is measured for the purposes of billing unless otherwise agreed between the Operators.

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

“Charges” means the sums payable by the Access Seeker to ABTN for accessing and/or being provided the Facilities and/or Services.

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

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

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

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

“Confidentiality Agreement” means a Confidentiality agreement entered into between ABTN and the Access Seeker in accordance with Section 5.3.8 of the MSA Determination.

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

“Customer” means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of Communications Services.

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

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

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

“End to End Transmission Services” has the meaning as described in paragraph 4(22) of the Access List Determination.

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

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications services which are listed in the Access List Determination and offered in ABTN’s RAO.

“Facilities Access” in relation to Facilities, means a service for the provision of access to network facilities and/or premises.

“ABTN” means ABTN Sendirian Berhad and in ABTN’s RAO, is the Access Provider unless otherwise stated.

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

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

“Interconnect Link” means a physical link connecting the Networks of two Operators

“Interconnection” means interconnection of the Operators’ Networks; for the purposes of ABTN providing Access Services to the Access Seeker in relation to a Communication via a POI/POP and using agreed interfaces and signaling systems.

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

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

“Legislative Event” means:

- (a) the enactment, amendment, replacement or repeal of the Act;
- (b) the enactment, amendment, replacement or repeal of the rules promulgated pursuant to sections 104 and 105 of the Act in respect of mandatory standards;
- (c) the registration, determination, promulgation, issue, amendment or replacement of any industry code with which ABTN is required or obliged to comply; and/or

- (d) the making of a determination, direction or finding by the Commission, the Minister or a court of law that all or any part of ABTN's RAO contravenes any provision of any law, except to the extent that the making of such determination, direction or finding constitutes a Regulatory Event.

"License" means an individual license granted by the Minister pursuant to the Act for Communication Services.

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

"Minimum Value" for the purposes of calculating the Security Sum means the total estimated value of access to the requested Facilities and Services provided (based on the most recent amounts invoiced for those requested Facilities and Services) or new facilities and/or services to be provided by ABTN to the Access Seeker for a ninety (90) day period.

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

"Model Access Agreement" means an agreement entered into pursuant to an Access Request made in accordance with Sections 4.1 to 4.9 (also referred to as "Access Agreement Template" or "AAT") which contains the terms and conditions based on ABTN's RAO.

"Network" means network facilities and/or network services comprising a system, or a series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both. In relation to an Operator, mean so much of the network as is owned and operated by the Operator.

"Network Capacity" means equipment and facilities required to be installed in ABTN's Network for use in the provision of one or more Access Services but does not include Interconnect Link.

"Network Conditioning" means the conditioning, equipping and installation of facilities at ABTN's network to enable the provision of one or more Access Services.

"Operators" means ABTN and the Access Seeker collectively.

"Other Operator" means either

- (a) ABTN; or
- (b) the Access Seeker, as the context requires.

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

"Point of Presence" or "POP" means a point at which an Access Seeker has established itself for the purposes of obtaining access to Facilities or Services and is the point at which Communication is transferred between the Operators.

"Regulatory Event" means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of a lawful direction to ABTN by the Commission relating to ABTN's RAO; and/or
- (c) the giving of a lawful direction to ABTN by the Minister relating to ABTN's RAO.

“Review” means a review of the MSA Determination and/or a review of the Mandatory Standard on Access Pricing.

“RM” means Ringgit Malaysia which shall be the monetary currency used in ABTN’ RAO unless otherwise provided.

“Security Sum” means the security:

- (a) in the form of a Bank Guarantee, deposited with ABTN in accordance with Section 4.3 and Chapter 6 for the supply of Facilities or Services and
- (b) which amount is equivalent to the Minimum Value unless otherwise provided in Chapter 6.

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

“Service Ordering Procedures” means the procedures governing the forecasting, planning and ordering of relevant Facilities and Services as set out in the relevant Manuals.

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

“Technical Specifications” means any technical parameters, specifications and procedures applicable to Interconnection of the Operators’ Network and provision of Access Services documented in this RAO or any manuals referred to in the Access Agreement.

- 2.2 In ABTN’s RAO except where the contrary intention appears;
- (a) the singular includes the plural and vice versa; and a document includes all amendments or supplements to that document, or replacements or novation of it; and
  - (b) a reference to a statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith; and
  - (c) a reference to a person includes a firm, body corporate, unincorporated association or an authority; and
  - (d) a reference to a person includes the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
  - (e) if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to acts that have to be done or to be done by or on or before a particular day or Business day means by or on or before the close of business at 5.00pm on that particular day or Business Day; and
  - (f) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 2016; and
  - (g) a reference to a third party is a reference to a person who is not a party to ABTN’s RAO; and
    - i. in relation to an Access Service for the carriage of a communication it refers to the carriage of a communication between the POIs/POPs along ABTN’s Network but does not include any Communication for which the Access Service is provided with the assistance a third party’s Facilities or Services; and
    - ii. no rule of construction and/or interpretation applies to the disadvantage and/or detriment of the Operator having control and/or responsibility for the preparation of ABTN’s RAO; and
    - iii. headings are included for convenience and do not affect the interpretation of ABTN’s RAO.

### 3 – Principles of Access and Interconnection

### **3.1 Services**

- 3.1.1 ABTN's RAO sets out the terms and conditions upon which Access Seekers may access ABTN's Facilities and/or Services.
- 3.1.2 Subject to Section 1.3.6, ABTN's RAO applies only to the Facilities and/or Services.
- 3.1.3 The general terms for access to ABTN's Facilities and Services listed in the Access List Determination are set out in the General Terms and Conditions of the Access Agreement Template.
- 3.1.4 The obligations on forecast, ordering and provisioning for ABTNs' Facilities and Services listed in the Access List Determination are set out in Schedule A of the Access Agreement Template
- 3.1.5 The obligations on technical and network operational matters for ABTN's Facilities and Services listed in the Access List Determination are set out in Schedule C of the Access Agreement Template.
- 3.1.6 The Annexures to the RAO are set out as follows:
  - (a) ANNEXURE I – List, Charges and Description of Facilities and Services

### **3.2 Eligibility for Access of Services**

- 3.2.1 ABTN may at its discretion and in a manner consistent with the License(s) granted (and the license rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with access to Facilities and/or Services.
- 3.2.2 Consistent with Government policy and Determinations by the Commission (and its predecessor), an Access Seeker may only request for access to any or all of the Facilities and/or Services where the Access Seeker has been granted (i) an individual network facilities provider license and (ii) an individual network services provider license and (iii) an individual content applications services provider license, and such individual licenses are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing) Regulations 2000*, as amended in any way:
  - (a) by reference to the type of network facilities, network services and/or content applications services that can be provided; and
  - (b) by geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or content applications services.
- 3.2.3 An Access Seeker may not request for access to the Facilities and/or Services where the requested Facilities or Services are to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- 3.2.4 Consistent with Government policy and Determinations by the Commissions (and its predecessor), where ABTN provides the Access Seeker with access to the Facilities or Services pursuant to Section 3.2.1, the charges for the requested Facilities or Services shall be negotiated between the Operators subject to any mandatory standard on access pricing determined by the Commission.

### **3.3 Principles of Access and Interconnection**

- 3.3.1 Access Terms and Conditions

- 3.3.1.1 Subject to Sections 3.2, ABTN shall if requested to do so by an Access Seeker, supply a Facility and/or Services to the Access Seeker on nondiscriminatory basis subject to the reasonably and commercially negotiated terms and conditions.

### ***3.4 Dispute Resolution***

- 3.4.1 Each party shall use all reasonable endeavours to resolve any disputes arising from or in connection with ABTN's RAO.
- 3.4.2 If any disputes or difference of any kind shall arise between the parties in connection with or arising out of ABTN's RAO, the Dispute Resolution Procedure in Annexure A of the MSA Determination shall be adhered to.

### ***3.5 Confidentiality***

An Operator must protect from disclosure any confidentiality information provided by another Operator given in the course of negotiating an Access Agreement or during the term of ABTN's RAO in accordance with the Confidentiality Agreement signed between the parties.

## **4 – Access Request Procedures**

### ***4.1 Application for Access to Services***

- 4.1.1 Where an Access Seeker makes a request to ABTN to supply Facilities or Services, the Access Seeker shall serve an Access Request on ABTN.
- 4.1.2 The purpose of such Access Request is to provide ABTN with sufficient information to assess the Access Seeker's request for the supply of Facilities or Services under ABTN's RAO.
- 4.1.3 The Access Request must:
- (a) contain the name and contact details of the Access Seeker,
  - (b) specify the Facilities or Services in respect of which access is sought;
  - (c) indicate whether the Access Seeker wishes to accept ABTN's RAO; to negotiate amendment to the RAO; or negotiate an Access Agreement on alternative terms;
  - (d) contain the information (if any) as set out in Section 5.3.7 of the MSA Determination that the Access Seeker reasonably requires ABTN to provide for the purposes of the access negotiations;
  - (e) contain two (2) copies of confidentiality agreement properly executed by the Access Seeker in the form prescribed by ABTN;
  - (f) specify forecasts of the capacity which the Access Seeker reasonably requires, having regards to ABTN's disclosed provisioning cycle and forecasting as described herein;
  - (g) provide the relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect ABTN's Network;

- (h) contain confirmation that the Access Seeker is not currently being supplied with the requested Facility or Service;
- (i) specify the type of communications licenses held by the Access seeker and a copy of the license where a copy had not been previously provided;
- (j) contain Creditworthiness Information as set out in Section 4.2;
- (k) be accompanied by a Security Sum as set out in Section 4.3;
- (l) contain Insurance Information as set out in Section 4.4;
- (m) contain relevant technical information relating to the interface stand RAOs of the Access Seeker; and
- (n) such other information that ABTN may reasonably request.

## **4.2 Creditworthiness Information**

- 4.2.1 The Creditworthiness Information that is required to accompany an Access Request include but shall not be limited to:
- (a) a letter, signed by the executive director of the Access Seeker, stating that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction;
  - (b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
  - (c) such other information as may be reasonably requested by ABTN provided that such information are information which are publicly available.
- 4.2.2 The Creditworthiness information shall commensurate with an estimated value of the access to the Facilities or Services to be provided by ABTN to the Access Seeker over a ninety (90) day period.

## **4.3 Security Sum**

- 4.3.1 An Access Request shall be accompanied by a Security Sum. The security that may be given by the Access Seeker shall be in the form of a Bank Guarantee.

## **4.4 Insurance Information**

- 4.4.1 Subject to Section 4.4.2, An Access Request shall be accompanied by the following insurances:
- (a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees or in connection with the work covered by the Access Agreement that may be entered and/or their dependents; and
  - (b) Comprehensive general Liability Insurance of an amount which is not in excess of Ringgit Malaysia Twenty Million (RM20,000,000) for any one claim or series of claims arising out of an accident for occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury

and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability.

- 4.4.2 For the purpose of clarification, the insurance provided by the Access Seeker pursuant to section 4.4.1 shall commensurate with the reasonable sum, which is to be agreed by ABTN

## ***4.5 Processing of Access Request***

- 4.5.1 Acknowledgement of Receipt of Access Request

Subject to Section 4.10, ABTN shall within ten (10) Business Day of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

- (a) Subject to Section 4.5.3, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) Indicate whether it is willing to provide access to Facilities or Services in accordance with ABTN's RAO; or
- (c) Indicate whether it is willing to proceed to negotiate amendments to the RAO or an Access Agreement on alternative terms; or
- (d) Refuses the request in accordance to Section 4.6 herein below.

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

- 4.5.2 Non-refundable resource

- 4.5.2.1 In accordance with Section 5.7.28 of the MSA Determination ABTN may charge an Access Seeker a one-off non-refundable resources charge (including processing fees and additional and non-routine processing fees) to be determined by reference to the costs incurred by ABTN for the allocation of manpower and other resources to enable the Access Seeker to test and provide new Facilities and Services for the purposes of interconnection.

- 4.5.2.2 The one-off non-refundable resource charge shall also be inclusive of a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request as ABTN is required to allocate manpower and resources for the same. Such non-refundable processing fee is only applicable to requested Facilities and Services that can be offered and made available by ABTN. The non-refundable processing fees for the respective Facilities and Services will be mutually agreed by the Operators from time to time. Notwithstanding the foregoing, in the event that additional and non-routine administrative work is required to process the Access Request where there is sufficient and/or erroneous information provided by the Access Seeker or where the Access Seeker varies or changes the information provided, ABTN shall be entitled to charge additional and non-routine processing fee for undertaking such additional and non-routine work as additional resources are required to do the same.

- 4.5.2.3 If the Access Seeker does not proceed with the Access Request accepted by ABTN, the processing fees will not be refunded to the Access seeker. However, if the Access Seeker proceeds with the Access Request accepted by ABTN, the processing fee will be set-off against the Charges for the requested Facilities and Services after acceptance of the Access Request by ABTN

## 4.6 Assessment of Access Request

### 4.6.1 Reason for Refusal

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

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

### 4.6.2 Determination of technical infeasibility

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

### 4.6.3 Determination of capacity constraints

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

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

Example of reasonable grounds for ABTN's belief as mentioned in Section 4.6.1 (f) includes evidence that the Access Seeker is not in the reasonable opinion of ABTN creditworthy.

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

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

#### 4.6.6 Assessment of Creditworthiness

- 4.6.6.1 In determining the creditworthiness of the Access Seeker, ABTN may have registered to, but is not limited to the matters referred to in Section 4.2.
- 4.6.6.2 In determining the creditworthiness of the Access Seeker, ABTN shall not take into account amounts outstanding for Facilities or Services previously provided by ABTN to the Access Seeker where, in accordance with the terms and conditions governing the provision of such Facility or Service, the Access Seeker is not required to pay such amounts to ABTN to the extent that there is a bona fide dispute in relation to the amounts outstanding by the Access Seeker to ABTN and the Access Seeker is relying on such terms and conditions as basis for its non-payment.

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

- 4.7.1 Where ABTN rejects the Access Request, ABTN shall:
  - (a) promptly notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to Section 4.5.1, as the case may be;
  - (b) provide reasons for rejection under Section 4.6.1 above to the Access Seeker;
  - (c) provide the basis for ABTN's rejection of the Access Request; and
  - (d) indicate a date and time, not later seven (7) Business Days from the date of the notice of rejection, at which representatives of ABTN will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request. At this meeting, the Access Seeker may request ABTN to substantiate its reasons for refusal, and if access has been refused on the basis of the grounds in Section 4.6.1
  - (e) ABTN must identify when additional capacity is likely to be available.
- 4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7(d), either Operator may request resolution of the dispute in accordance with dispute resolution procedures in Annexure A of the MSA Determination.

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

- 4.8.1 Where ABTN agrees to provide access to Facilities or Services to the Access Seeker in accordance with ABTN's RAO, ABTN shall within ten (10) Business Days of such response under Section 4.5.1(b), provide the Access Seeker with two copies of the executed Model Access Agreement, for execution by the Access Seeker and one (1) copy of the executed confidentiality agreement returned by Access Seeker.
- 4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Operators shall comply with the requirements in Sections 5.4.1, 5.4.2, 5.4.3, and 5.4.4 of the MSA Determination in negotiating and concluding an Access Agreement.
- 4.8.3 ABTN will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service until:
  - (a) a Security Sum has been provided in accordance with Section 4.1 and 4.3; and

- (b) an Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with section 150 of the Act.

#### **4.9 Negotiations on Access Request**

4.9.1 Pursuant to Section 4.8.2, where the Access Seeker wish to negotiate an Access Agreement, ABTN will set out in its response to the Access Seeker:

- (a) the names of personnel of ABTN's representatives in the negotiations and in respect of those personnel:
- i. his or her contact details;
  - ii. his or her job title; and
  - iii. details of his or her availability for the access negotiations;
- (b) the identity of the negotiating team leader, and ABTN shall ensure that the negotiating team leader shall have authority to make binding representations on behalf of ABTN in relation to matters arising from the negotiations (subject to final approval from ABTN's Chief Executive Officer, if required)
- (c) the information which is reasonably required from the Access Seeker for the purposes of negotiations;
- (d) a date and time not later than fifteen (15) Business Days from the date of the Access Seeker's response, at which ABTN's representatives will be available for the initial meeting with the representatives of the Access Seeker.
- (e) One copy of the executed Confidentiality Agreement (in accordance with Section 4.1.3 (h)) that has also been properly executed by the Operators.

4.9.2 ABTN will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested Facility or Service until a Model Access Agreement has been executed between the Operators and the Model Access Agreement is registered with the Commission in accordance with section 150 of the Act.

## **5 – Notices**

5.1 Any communications in respect of ABTN's RAO should be made in writing to:

Attention: Finance & Legal Division  
Address: ABT Networks Sdn Bhd  
No 73A, Jalan SS22/23,  
Damansara Jaya  
47400 Petaling Jaya  
Selangor

Telephone: 03-77260092  
Facsimile: 03-77260093

End of Page

**LIST AND  
DESCRIPTION OF  
FACILITIES AND  
SERVICES**

**(a) Fixed Network Origination Service**

The prices below for Fixed Network Origination Service shall be applied for the carriage of voice communications only.

	sen per minute, 24 hour weighted average		
	2018	2019	2020
National	3.54	2.55	1.56

**(b) Fixed Network Termination Service**

The prices below for Fixed Network Termination Service shall be applied for the carriage of voice communications only.

	sen per minute, 24 hour weighted average		
	2018	2019	2020
National	3.21	2.33	1.45

**(c) Mobile Network Origination Service**

The prices below for Mobile Network Origination Service shall be applied for the carriage of voice communications only.

	sen per minute, 24 hour weighted average		
	2018	2019	2020
National	2.94	1.97	0.99

**(d) Mobile Network Termination Service**

The prices below for Mobile Network Termination Service shall be applied for the carriage of voice communications only.

	sen per minute, 24 hour weighted average		
	2018	2019	2020
National	2.92	1.96	0.99

**(e) Interconnect Link Service**

	Ringgit Malaysia per month		
	2018	2019	2020
For each pair of fibre cable:			
Link employing a fibre cable (per km)	31	32	34
Installation (non-recurring charge)	2,555	2,683	2,817

**(f) Wholesale Local Leased Circuit Service**

	Ringgit Malaysia per month		
	2018	2019	2020
Below 1 Mbps	48	49	50
From 1 Mbps to 1 Gbps	634	612	593
From 1 Gbps to 10 Gbps	16,042	15,432	14,869
From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	949	917	888
Installation (non-recurring charge)	2,555	2,683	2,817

**(g) Domestic Connectivity to International Services**

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

	Ringgit Malaysia per month		
	2018	2019	2020
For each pair of fibre cable:			
Link employing a fibre cable (per 5 m)	3.17	3.33	3.49
Installation (non-recurring charge)	85	89	94

**(h) Digital Terrestrial Broadcasting Multiplexing Service**

	Ringgit Malaysia per year		
	2018	2019	2020
Channel charge (per channel)	6.1 million	7.4 million	6.8 million
Bandwidth charge (per Mbps)	332,000	390,000	293,000

**(i) Duct and Manhole Access**

The prices below for Duct and Manhole Access shall be applied to lead-in ducts, mainline ducts and their associated manholes.

	Ringgit Malaysia per km per month		
	2018	2019	2020
25% of Duct and Manhole Access	316	332	349

(j) **Layer 2 HSBB Network Service with Quality of Service**

	Ringgit Malaysia per month		
	2018	2019	2020
Broadband termination unit port (per port)	45	45	45
Layer 2 service gateway:			
100 Mbps	322	283	254
200 Mbps	644	567	507
500 Mbps	1,611	1,416	1,268
750 Mbps	2,417	2,125	1,902
1 Gbps	3,300	2,901	2,597
3 Gbps	9,899	8,703	7,791
5 Gbps	16,499	14,504	12,985
10 Gbps	32,998	29,009	25,970
20 Gbps	65,996	58,017	51,940
50 Gbps	164,991	145,043	129,850
100 Gbps	329,981	290,086	259,701
200 Gbps	659,963	580,173	519,402
500 Gbps	1,649,907	1,450,432	1,298,504
Installation:			
Broadband termination unit port (non-recurring charge)	440	461	485
Service gateway (non-recurring charge)	426	447	469

(k) **Trunk Transmission Service**

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah and Sarawak:			
1 Mbps	9	8	7
10 Mbps	86	78	71
100 Mbps	863	776	710
200 Mbps	1,726	1,551	1,421
500 Mbps	4,314	3,878	3,552
750 Mbps	6,472	5,817	5,327
1 Gbps	8,836	7,942	7,273
3 Gbps	26,508	23,825	21,820
5 Gbps	44,180	39,709	36,367
Between Peninsular Malaysia and Sabah and Sarawak:			
1 Mbps	37	34	31
10 Mbps	371	340	315
100 Mbps	3,712	3,404	3,149
200 Mbps	7,423	6,808	6,298
500 Mbps	18,558	17,019	15,745
750 Mbps	27,837	25,529	23,617
1 Gbps	38,007	34,855	32,245
3 Gbps	114,022	104,565	96,734
5 Gbps	190,036	174,275	161,224
Installation (non-recurring charge)	426	447	469

(I) **Layer 3 HSBB Network Service**

	Ringgit Malaysia per month		
	2018	2019	2020
Broadband termination unit port (per port)	45	45	45
Layer 3 service gateway:			
100 Mbps	626	564	515
200 Mbps	1,253	1,128	1,031
500 Mbps	3,132	2,821	2,577
750 Mbps	4,698	4,232	3,866
1 Gbps	6,414	5,778	5,278
3 Gbps	19,242	17,334	15,834
5 Gbps	32,069	28,889	26,390
10 Gbps	64,139	57,779	52,779
20 Gbps	128,277	115,557	105,559
50 Gbps	320,693	288,894	263,897
100 Gbps	641,385	577,787	527,794
200 Gbps	1,282,770	1,155,575	1,055,587
500 Gbps	3,206,925	2,888,937	2,638,968
Installation:			
Broadband termination unit port (non-recurring charge)	440	461	485
Service gateway (non-recurring charge)	426	447	469

(m) End-to-End Transmission Service

	Ringgit Malaysia per month		
	2018	2019	2020
Within Peninsular Malaysia and within Sabah and Sarawak:			
1 Mbps	105	106	108
10 Mbps	1,353	1,302	1,256
100 Mbps	2,130	2,000	1,895
200 Mbps	2,993	2,775	2,606
500 Mbps	5,582	5,102	4,737
750 Mbps	7,739	7,041	6,512
1 Gbps	10,103	9,166	8,459
3 Gbps	28,406	25,660	23,597
5 Gbps	46,078	41,543	38,144
Between Peninsular Malaysia and Sabah and Sarawak:			
1 Mbps	134	133	132
10 Mbps	1,638	1,565	1,500
100 Mbps	4,979	4,628	4,334
200 Mbps	8,690	8,032	7,483
500 Mbps	19,825	18,243	16,930
750 Mbps	29,104	26,753	24,802
1 Gbps	39,274	36,079	33,430
3 Gbps	115,919	106,399	98,511
5 Gbps	191,934	176,109	163,001
Installation (non-recurring charge)	5,110	5,365	5,633