

SCHEDULE 1
DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the respective meanings:

4G Evolved Packet Core with 5G Radio Access Network ("RAN") Access means any Regulated Facilities and Services for access to a 5G New Radio radio network, for the purpose of the Access Seeker providing: (i) MVNO Access; (ii) services to enterprise or government Customers; (iii) public cellular services to the public; or (iv) wireless or mobile broadband services to the public, as further elaborated in the Access List Determination.

5G Standalone Access means any Regulated Facilities and Services for access to a 5G New Radio radio network, whether or not as part of a Mobile Network, for the purpose of the Access Seeker providing: (i) MVNO Access; (ii) services to enterprise or government Customers; (iii) public cellular services to the public; or (iv) wireless or mobile broadband services to the public, as further elaborated in the Access List Determination.

Access List means the access list as contained in the Access List Determination.

Access List Determination means the *Commission Determination on Access List, Determination No. 6 of 2021*.

Access Provider shall have the meaning ascribed to it in **ARTICLE I** (Execution Copy and Structure of the Agreement).

Access Request means the Access Request by the Access Seeker under the RAO.

Access Seeker shall have the meaning ascribed to it in **ARTICLE I** (Execution Copy and Structure of the Agreement).

Access Seeker Users means all persons (including without limitation the Access Seeker's Personnel) permitted by the Access Seeker to access or use the Facilities and Services or who access or use the Facilities and Services through the Access Seeker.

Access Service Provider means the Access Provider or Access Seeker to whose Network, a line is directly connected and over which Regulated Services are supplied, and may also be a Gaining Service Provider or a Releasing Service Provider.

Act means the Communications and Multimedia Act 1998.

Active AP POIs shall have the meaning ascribed to it in **Clause 11.1** (Application of Decommissioning Obligations) of **ARTICLE III** (Terms and Conditions for Regulated Facilities and Services).

Active Sites	shall have the meaning ascribed to it in Clause 11.1 (Application of Decommissioning Obligations) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Adjustment Period	shall have the meaning ascribed to it in Clause 13.8 (Adjustment Period) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Agreement	shall have the meaning ascribed to it in Clause 2 (Structure of the Agreement) of ARTICLE I (Execution Copy and Structure of the Agreement).
All Access Seekers or Any Access Seekers	means the Access Seeker and/or the Other Access Seekers.
Any-to-Any Connectivity	means a connection which is achieved when an End User is able to communicate with another End User, whether or not the End Users are connected to the same network.
AP Liability Cap	shall have the meaning ascribed to it in Clause 10.4.1 (AP Liability Cap) of ARTICLE II (General Terms and Conditions).
AP Materials/Facilities/ Services	shall have the meaning ascribed to it in Clause 8 (Use of Facilities and Services) of ARTICLE II (General Terms and Conditions).
AS Liability Cap	shall have the meaning ascribed to it in Clause 10.4.2 (AS Liability Cap) of ARTICLE II (General Terms and Conditions).
AS Materials	shall have the meaning ascribed to it in Clause 16.1 (Access Seeker Materials) of ARTICLE II (General Terms and Conditions).
'A' party	means, in the context of communications between End Users, the End User from whom the communication originates.
Billing Cycle	means the applicable billing cycle as agreed between the Parties in writing.
Billing Disputes	means the dispute of an invoice issued by one Party to the other Party, which is made in good faith.
Billing Dispute Notice	means the written notification made by one Party to other Party in relation to a Billing Dispute in accordance with Schedule 5 (Dispute Resolution Procedures).

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 Schedule 5 (Dispute Resolution Procedures).
Billing Period	means the applicable billing period as agreed between the Parties.
Billing Representative	means a representative of the party appointed in accordance with the billing procedures set out in Schedule 5 (Dispute Resolution Procedures).
Billing System	means a system to issue invoices relating to charges payable by each Party under this Agreement.
Business Days	means a day other than the following days: (a) in states where Saturdays and Sundays are typically observed as weekly holiday, a Saturday and/or Sunday, or in states where Fridays and Saturdays are typically observed as weekly holiday, a Thursday and/or Friday; or (b) a day which is lawfully observed as a national public holiday throughout Malaysia.
'B' party	means, in the context of communications between End Users, the End User to whom the communication terminates.
Call Communications	means communications in whole or in part involving a number or IP address used in the operation of each Party's network including Message Communications.
Capacity Allocation Policy	shall have the meaning ascribed to it in Clause 9.36 (Capacity Allocation Policy) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Change Notice	shall have the meaning ascribed to it in Clause 12.3 (Notification of Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Churn	means all the processes which are required to be carried out by the Parties in relation to the provision of Regulated Services and transfers of Customers, whenever a Customer requests for a transfer from the Party who has been providing to the said Customer with one or more Regulated Services (Releasing Service Provider) to another Party (Gaining Service Provider).
Closed Number Area	means a set of digit(s) beginning with the trunk prefix "0" which forms the first part of a national number, and which indicates the defined geographical area within Malaysia where the Customer's fixed number is located, provided always that "09" in the states of Pahang, Terengganu and Kelantan will be treated as one Closed Number Area, "082" to "086" in the state of Sarawak will be treated as one Closed Number Area and "087" to "089" in the state of Sabah will be treated as one Closed Number Area.

Commission	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.
Common Antenna System	means a system of Facilities comprising antennas and cabling to the antennas inside a building, which is owned or operated by a Party, including one or more Mobile Network Operators, in association with in-building coverage.
Confidential Information	shall have the meaning ascribed to it in Clause 11.2 (Confidentiality) of ARTICLE II (General Terms and Conditions).
Confidentiality Agreement	means the confidentiality agreement executed between the Parties, if any.
Confirmed Forecast	shall have the meaning ascribed to it in Clause 8.2 (Confirmation of Forecast) of ARTICLE III (Terms and Conditions for Regulated Services).
Creditworthiness Information Requirements	shall have the meaning ascribed to it in, for the purpose of this Agreement Schedule 3 (Security, Insurance and Credit Information Requirements), if any, and for the purpose of Clause 7 of ARTICLE III (Terms and Conditions for Regulated Services), under the RAO.
Customer	means, in relation to a Party, an end-user having a contractual relationship with that Party for the provision of communications services by means of that Party's Facilities and/or Services.
Data Processor	means any person who processes personal data or personal information solely on behalf of the data controller, and does not process the personal data or personal information for any of his own purposes.
Data Protection Legislation	means the Personal Data Protection Act 2010 and all other applicable laws and regulations relating to the protection of personal data, including without limitation the regulations, guidelines, codes of practice and standards registered with or issued pursuant to the Personal Data Protection Act 2010.
Digital Terrestrial Broadcasting Multiplexing Service	any Regulated Facilities and Services for the combining of multiple content applications service Transport Streams into a single Transport Stream with or without the addition of conditional access information and regardless of the system used to deliver that Transport Stream to receivers.
Dispute	shall have the meaning ascribed to it in Schedule 5 (Dispute Resolution Procedures).

Dispute Resolution Procedure		means the procedure set out in Schedule 5 (Dispute Resolution Procedures).
Domestic Connectivity to International Services		means any Regulated Facilities and Services which comprises physical connection services at the Access Provider's submarine cable landing station, between the Access Seeker's equipment and any submarine cable system to which the Access Seeker has informed the Access Provider that it has a right to connect.
Domestic Operator Service	Inter-Roaming	means any Regulated Services that enables an End User of a Party to initiate, receive or otherwise utilise applications on the Mobile Network of another Party, where: (i) the Access Seeker is the first operator (or the Mobile Virtual Network Operator); and (ii) the Access Provider is the second operator, as further elaborated in the Access List Determination.
Duct and Manhole Access		means any Regulated Facilities and Services which comprises provision of physical access to, at the Access Seeker's discretion, one or more of the following elements: (i) Lead-in Ducts; (ii) Mainline Ducts; (iii) Inter-exchange Ducts; (iv) manholes, including any manholes associated with Lead-in Ducts, Mainline Ducts or Inter-exchange Ducts; and (v) sub-ducts where there is no room for the Access Seeker to install its own sub-ducts, as further elaborated in the Access List Determination.
Effective Date		shall have the meaning ascribed to it in Clause 2.1 (Lodgement/Registration of Agreement) of ARTICLE II (General Terms and Conditions).
End-to-End Transmission Service		means any Regulated Facilities and Services for the carriage of communications between: (i) two End User locations; (ii) between two of Any Access Seekers' premises; or (iii) between one End User location and the Access Seeker's premises, via such network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis, as further elaborated in the Access List Determination.
End User		means a consumer and final recipient of the communication services, and includes an ultimate retail Customer of the Access Provider or Access Seeker, unless otherwise specifically defined in the Technical and Commercial Document.
Equipment		means any equipment (whether hardware or software), or device which is part of or within a Network.
Facilities and Services		means the Regulated Facilities and Services.

Facility and/or Service Change	shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Facility Owner	shall have the meaning ascribed to it in Clause 12.2 (Creator/Facility Owner to Own) of ARTICLE II (General Terms and Conditions).
Fixed Network	means network facilities and/or network services comprising the Public Switched Telephone Network and/or networks based on Internet Protocols for the provision of communications by guided electromagnetic energy or by point-to-point unguided electromagnetic energy.
Fixed Network Origination Service	means an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications (excluding Short Message Service and Multimedia Message Service Communications) from an 'A' party to a POI. The Fixed Network Origination Service comprises transmission and switching, whether packet or circuit, for Fixed Network-to-Fixed Network, Fixed Network-to-Mobile Network and Fixed Network-to-international outgoing calls insofar as they relate to freephone 1800 number services, toll free 1300 number services, and other similar services which require Any-to-Any Connectivity, as further elaborated in the Access List Determination.
Fixed Network Termination Service	is an Interconnection Service provided by means of a Fixed Network for the carriage of Call Communications from a POI to a 'B' party. The Fixed Network Termination Service comprises transmission and switching, whether packet or circuit, for Fixed Network-to-Fixed Network, Mobile Network-to-Fixed Network and incoming international-to-Fixed Network calls and messages which require Any-to-Any Connectivity, as further elaborated in the Access List Determination.
Forecast	means a forecast made by the Access Seeker referred to in Clause 8 (Forecasting Obligations) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Force Majeure Event	means an event or circumstance beyond the reasonable control of a Party which affects the Party's ability to perform its obligations under the Mandatory Standard on Access Determination or under this Agreement, including without limitation strikes, concerted actions of workmen, sabotage, civil commotion, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, civil disorder or military operations, national or local emergency, virus outbreak, pandemics, epidemics, government restraints, riot, malicious damage, acts or omission of government or the export

or import prohibitions, any changes in law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, breakdown or general unavailability of transport, general shortage of energy, fire, lightning, explosions, flood, or storm or any other cause whether similar or dissimilar outside the affected Party's reasonable control.

Functionality Change	shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Gaining Service Provider	means the Access Provider or Access Seeker to whom another Party's Customer requests for a transfer to be made to.
HSBB Network or High-Speed Broadband Network	means an IP-based network capable of providing services of at least 10 Mbps. For the avoidance of doubt, "HSBB Network" or "High-Speed Broadband Network" includes but not limited to: (a) the High-Speed Broadband Network, Phase 1; (b) the High-Speed Broadband Network, Phase 2; and (c) the Suburban Broadband Network.
HSBB Network Services	means each of the Layer 2 HSBB Network Service with QoS and the Layer 3 HSBB Network Service.
Initial Term	shall have the meaning ascribed to it in Clause 2.2 (Term of Agreement) of ARTICLE II (General Terms and Conditions).
Infrastructure Sharing	means any Regulated Facilities and Services 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 the 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, as further elaborated in the Access List Determination.
Insurance Requirements	shall have the meaning ascribed to it in, for the purpose of this Agreement, Schedule 3 (Security, Insurance and Credit Information Requirements), if any, and for the purpose of Clause 7 of ARTICLE III (Terms and Conditions for Regulated Services), under the RAO.
Intellectual Property Rights	means any and all intellectual property rights (wherever in the world, whether registered or unregistered including any application or right of application for such rights, the renewal or extension of such rights) protected under applicable law, including all rights, interests and/or titles in, to, under, in connection with or relating to: (a) inventions and patents; (b) copyright, copyrightable works and rights in the nature of or analogous to copyright; (c) names, marks, trade names,

trademarks, service marks and logos; (d) designs and circuit layouts; (e) any Confidential Information, trade secrets and know-how; and (f) other rights, titles and interests similar to the foregoing or are otherwise capable of being protected as intellectual property rights.

Interconnect Link Service	means any Regulated Facilities and Services which enables the connection between the network of the Access Provider and the network of the Access Seeker for the purpose of providing an Interconnection Service, including but not limited to: (i) the interconnection of the IP-based network of the Access Provider to the IP-based network of the Access Seeker; and (ii) the interconnection of the Signalling System Number Seven ("SS7") network of the Access Provider to the SS7 network of the Access Seeker at the signal transfer points, as further elaborated in the Access List Determination.
Interconnecting Networks	means interconnection of the Network of the Access Provider and Network of the Access Seeker.
Interconnection Service	means any Regulated Facilities and Services including the physical connection between separate networks, to facilitate Any-to-Any Connectivity provided by the Access Provider to the Access Seeker which involves or facilitates the carriage of communications between an End User connected to the network of the Access Provider and: (a) a Point of Interconnection; or (b) where specified in the description of the relevant Regulated Facilities and Services, the Access Seeker Point of Presence.
Inter-exchange Duct	means each duct or series of ducts that connects (whether directly or indirectly) between the Access Provider and other access provider locations, including exchange buildings.
Interface Change	shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Internet Protocols or IP	means network-layer which is Layer 2 protocol, as defined by the <i>Internet Engineering Task Force</i> , that contains addressing information and some control information that enables packets to be routed.
IP Transit Service	means any Regulated Facilities and Services for the carriage of data in digital form, based on Border Gateway Protocols, between an Access Seeker Point of Presence at which peering is not available and a POI at which peering is available.
Jitter	means the difference between the actual Latency of a packet and a reference Latency for a packet population of interest. The reference Latency of a population of packets is the minimum

Latency for the packets within the population of interest. Jitter is a statistical sample, measured over a packet population of interest.

Latency means the one-way time interval between the moment the first bit of a IP packet crosses an entry point of a Network and the moment the last bit of the same packet crosses an exit point of the Network dimensioned in time.

Layer 2 HSBB Network Service with QoS means an access and transmission Regulated Facilities and Services for the provision of Layer 2 connectivity for the carriage of certain communications, being data in digital form and conforming to Internet Protocols, between customer equipment at an End User's premises and a POI at the Access Seeker's premises or the Access Provider's premises, as selected by the Access Seeker, where in respect of the service: (i) the customer equipment is directly connected to the Access Provider's High-Speed Broadband Network; (ii) the Access Seeker selects the bit rate; (iii) the Access Seeker selects the QoS Class; and (iv) the Access Seeker assigns the Customer with an IP address, as further elaborated in the Access List Determination. The Layer 2 HSBB Network Service with QoS includes shared splitting services, interfaces to operational support systems and network information.

Layer 3 HSBB Network Service means an access and transmission Regulated Facilities and Services for the provision of Layer 3 connectivity for the carriage of certain communications, being data in digital form and conforming to Internet Protocols, between customer equipment at an End User's premises and a POI at the Access Provider's premises or the Access Seeker's premises, as selected by the Access Seeker, where in respect of the service: (i) the customer equipment is directly connected to the Access Provider's High-Speed Broadband Network; (ii) the Access Seeker selects the bit rate; and (iii) the Access Seeker selects the Classes of Service ("CoS"), as further elaborated in the Access List Determination. The Layer 3 HSBB Network Service includes: (i) any hybrid Layer 2 and/or Layer 3 functionality required for the provision of the service; (ii) shared splitting services; (iii) interfaces to operational support systems; and (iv) network information.

Lead-in Ducts means a duct which extends from an End User or the Access Provider location to the first manhole associated with such a duct.

Licence means the applicable licences under the Act.

Mainline Ducts means each duct or series of ducts, which extend(s) from one or more Lead-in Duct(s) to closest exchange building associated with the duct(s).

Maintenance Party	shall have the meaning ascribed to it in the Technical and Commercial Document.
Mandatory Standard on Access or Standard	means the mandatory standard on access determined under the Mandatory Standard on Access Determination.
Mandatory Standard on Access Determination	means the Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022 determined by the Commission pursuant to Chapter 10 of the Act.
Materials	means any relevant information, documentation, properties, programs, details, content, data, images, photographs, files, text, audio or video clips, graphics and/or other materials.
Message Communications	means communications that provide only text with or without associated images, audio clips and video clips. Examples of Message Communications include technology which is currently available or which may be developed in future that involves the carriage of text communications with or without associated images, audio clips and video clips.
Minimum Contractual Term	means the minimum contractual term set out in the Technical and Commercial Document, if any and where applicable.
Minister	means the Minister for the time being charged with the responsibility for communications and multimedia in Malaysia.
Mobile Network	means network facilities and/or network services comprising the public cellular mobile network and/or the public mobile radio network, for the provision of communications.
Mobile Network Origination Service	means an Interconnection Service for the carriage of Call Communications (excluding Short Message Service and Multimedia Message Service Message Communications) from an 'A' party to a POI. The Mobile Network Origination Service supports Mobile Network-to-Mobile Network, Mobile Network-to-Fixed Network and Mobile Network-to-international outgoing calls insofar as they relate to freephone 1800 number services, toll free 1300 number services, and other similar services which require Any-to-Any Connectivity"), as further elaborated in the Access List Determination.
Mobile Network Termination Service	means an Interconnection Service for the carriage of Call Communications from a POI to a 'B' party. The Mobile Network Termination Service supports Mobile Network-to-Mobile Network, Fixed Network-to-Mobile Network, incoming international-to-Mobile Network calls and messages which require Any-to-Any Connectivity, as further elaborated in the Access List Determination.

MVNO or Mobile Virtual Network Operator	means a Party that is not a holder of a relevant spectrum assignment or an apparatus assignment under Chapter 1 of Part VII of the Act, but is capable of providing public cellular services to End Users.
MVNO Access	means any Regulated Facilities and Services for access to the Mobile Network used by the Access Provider to provide public cellular services to the public, for the purpose of the Access Seeker providing public cellular services to the public. MVNO Access may include access to the Facilities and Services used by the Access Seeker to provide: (i) (ii) one or more of voice, data and application services, as selected by the Access Seeker; and services over networks including GSM, WiMAX, LTE, IMT-Advanced or LTE-Advanced, 5G New Radio or 5G and any other mobile networks which are currently available or which may be developed, as further elaborated in the Access List Determination.
Network	means network facilities and/or network services comprising a system, or series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both, and in relation to a Party, means so much of the network as is owned or operated by the Party.
Network Co-Location Service	means any Regulated Facilities and Services which comprises: (i) physical co-location, which refers to the provision of space at the Access Provider's premises to enable the Access Seeker to install and maintain equipment necessary for the provision of the Access Seeker's services through the Facilities and Services of any Party. Physical co-location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker; (ii) virtual co-location, which refers to the provision of Regulated Facilities and Services at the Access Provider's premises to enable the acquisition by the Access Seeker of Regulated Facilities and Services in the Access List Determination, where equipment is owned and maintained by the Access Provider; or (iii) in-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking the Access Provider's network facilities to the Access Seeker's network facilities, as further elaborated in the Access List Determination.
Non-Permitted Information	shall have the meaning ascribed to it in Clause 7.6 (Non-Permitted Information) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).

Notice of Acceptance	of	means the Notice of Acceptance, in respect of the Regulated Facilities and Services, described in Clause 9.14 (Notice of Acceptance) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Notice of Receipt		shall have the meaning ascribed to it in Clause 9.5 (Acknowledgment of Receipt) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Notice of Rejection		means the Notice of Rejection, in respect of the Regulated Facilities and Services, described in Clause 9.20 (Notice of Rejection) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Notifying Party (Network Change)		shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Order		means the written order mutually agreed between the Parties in writing in respect of the Facilities and Services agreed to be provided by the Access Provider to the Access Seeker under the Agreement, in the form mutually agreed between the Parties.
Ordering Information		shall have the meaning ascribed to it in Clause 9.2 (Ordering Information) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
OSS		means the interactive operational support system provided, or to be provided, by the Access Provider to the Access Seeker to perform the functions required in respect of access to Facilities and Services including but not limited to the service fulfilment and service assurances operational support systems.
OSS Change		shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Other Access Seekers		means any access seekers other than the Access Seeker seeking access to the Access Provider's Regulated Facilities and Services pursuant to the Act.
Other Network Change		shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
O&T Service		means an originating or termination service, which includes: <ul style="list-style-type: none"> (a) Fixed Network Origination Service; (b) Fixed Network Termination Service;

(c) Mobile Network Origination Service;

(d) Mobile Network Termination Service

Out-of-Pocket Expenses	means the travel expenses, per diem allowance and out-of-pocket expenses, including but not limited to expenses in respect of air tickets and hotel accommodation reasonably incurred by the Access Provider in carrying out its obligations under this Agreement.
Packet Loss	means the ratio of total lost IP packets to total transmitted packets in a population of interest. Total lost packets include any delivered with errors or Latency greater than 3 seconds.
Party or Parties	shall have the meaning ascribed to it in ARTICLE I (Execution Copy and Structure of the Agreement).
Personnel	means the relevant employees, officers, agents, contractors, service providers, suppliers, representatives and/or personnel of the relevant Party. In the case of the Access Seeker, “Personnel” shall also include the Access Seeker Users.
Permitted Disclosure	shall have the meaning ascribed to it in Clause 11.4 (Permitted Disclosure) of ARTICLE II (General Terms and Conditions).
Permitted Purpose	means for the purpose of, and only to the extent necessary for the purpose of, in respect of each Party’s use: (i) such Party’s internal business operation and processing which is reasonably contemplated under this Agreement; (ii) carrying out such Party’s obligations and enforcing such Party’s rights under this Agreement; (iii) complying with the terms and conditions contained in this Agreement; and/or (iv) other purposes expressed or reasonably contemplated under this Agreement.
POI or Point of Interconnection	means any technically feasible point which demarcates the Interconnecting Networks, and is the point at which communication is transferred between the Interconnecting Networks, such as Malaysia Internet Exchange.
POP or Point of Presence	means a point at which the Access Seeker has established itself for the purpose of obtaining access to Facilities and Services;
Provisional Invoice	shall have the meaning ascribed to it in Clause 13.17 (Provisional Billing) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
PSTN or Public Switched Telephone Network	means a telephone network accessible by the public providing circuit switching and transmission facilities utilising analogue and/or digital technologies.

QoS Class or Quality of Service Class	means a set of quality of service parameters as defined above as Latency, Jitter and Packet Loss, that are associated with Layer 2 connectivity.
Queuing Policy	shall have the meaning ascribed to it in Clause 9.33 (Queuing Policy) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
RAO	means the Reference Access Offer published by the Access Provider pursuant to the Act at https://microtel.com.my/ .
Recipient Party (Network Change)	shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Recipients of CI	shall have the meaning ascribed to it in Clause 11.7 (Ensuring Protection for Disclosed Information) of ARTICLE II (General Terms and Conditions).
Releasing Service Provider	means the Access Provider or Access Seeker from whom the Customer requests a transfer.
Relevant Changes	shall have the meaning ascribed to it in Clause 12.2 (Network Change) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Renewal Period	shall have the meaning ascribed to it in Clause 2.2 (Term of Agreement) of ARTICLE II (General Terms and Conditions).
Requirements	means the requirements and specifications in relation to the Facilities and Services as set out in the Agreement and the other requirements and specifications in relation to the Facilities and Services mutually agreed between the Parties pursuant to the Agreement from time to time.
Regulated Facilities and Services	means the Regulated Facilities and/or the Regulated Services (as the case may be).
Regulated Facilities	means the applicable network facilities and/or other facilities which facilitate the provision of network services or applications services (including content applications services) to the extent regulated under the Mandatory Standard on Access and in respect of the provisioning of access under this Agreement by the Access Provider, those listed in the Access List Determination which the Access Provider is able to provide (as indicated in the Technical and Commercial Document).
Regulated Services	means the applicable network services and/or other services which facilitate the provision of network services or applications

services (including content applications services) to the extent regulated under the Mandatory Standard on Access, and in respect of the provisioning of access under this Agreement by the Access Provider, those listed in the Access List Determination which the Access Provider is able to provide (as indicated in the Technical and Commercial Document).

Security Requirements

shall have the meaning ascribed to it in, for the purpose of this Agreement, **Schedule 3** (Security, Insurance and Credit Information Requirements), if any, and for the purpose of **Clause 7** of **ARTICLE III** (Terms and Conditions for Regulated Services), under the RAO.

Service Qualifications

means:

- (a) in relation to O&T Services, Network Co-Location Service, Infrastructure Sharing, Duct and Manhole Access, Interconnect Link Service, Transmission Service, Domestic Connectivity to International Services, MVNO Access, or Domestic Inter-Operator Roaming Service, a desk and/or field study that may be conducted under **Clause 7** (Pre-AA Access Request Procedure under RAO) and **Clause 9** (Ordering and Provisioning Obligations) of **ARTICLE III** (Terms and Conditions for Regulated Facilities and Services), and may include (where relevant) the testing of a line to ascertain whether it could be used in response to an Access Request and/or an Order or proposed Order; and
- (b) in relation to all other Regulated Facilities and Services, includes the interrogation of an Access Provider's OSS to confirm availability of network facilities to fulfil an Order or proposed Order.

Taxes

means any taxes, duties, levies, imposts, charges, and withholdings of any kind (including any related interest, penalties, or additions) imposed by any applicable governmental authority.

Technical and Commercial Document

means the technical and commercial documentation in relation to the Facilities and Services issued by the Access Provider from time to time.

Technical Expert

shall have the meaning ascribed to it in **Schedule 5** (Dispute Resolution Procedures).

Term

shall mean the Initial Term together with the Renewal Period.

Term of Access/Services

shall have the meaning ascribed to it in **Clause 2.3** (Term of Access/Services) of **ARTICLE II** (General Terms and Conditions).

Transfer Form	means a form which is executed by a Customer for the purpose of authorising a Churn.
Transfer Request	means a request from the Gaining Service Provider to the Access Service Provider to implement a Churn, including a Transfer Form.
Transmission Services	means each of the Trunk Transmission Service, the Wholesale Local Leased Circuit Service and the End-to-End Transmission Service.
Transport Stream	means a packet based method of multiplexing one or more digital audio-visual or audio streams having one or more independent time bases into a single stream.
Trunk Transmission Service	means any Regulated Facilities and Services for the carriage of communications between any two technically feasible network transmission points, not being End User locations or the Access Seeker's premises, on the Access Provider's network, via such network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual, as further elaborated in the Access List Determination.
Varying Party	shall have the meaning ascribed to it in Clause 15 (Material Variation) of ARTICLE III (Terms and Conditions for Regulated Facilities and Services).
Wholesale Local Leased Circuit Service	means any Regulated Facilities and Services for the carriage of communications by way of a private circuit between a POI at the Access Provider's premises and an End User location or the Access Seeker's premises, available only at one end of a private circuit, at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis, as further elaborated in the Access List Determination.

- 1.2 Unless the context otherwise requires:
- (a) headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
 - (b) the singular includes the plural and vice versa and words denoting any gender include all genders;
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) references to any thing shall, where relevant, appropriate and applicable, include references to any part thereof;
 - (e) any reference to this Agreement shall be construed as a reference to this Agreement as amended, varied, novated or supplemented from time to time in accordance with the terms hereof;

- (f) any reference to a person shall be construed so as to include any individual, firm, company, corporation, government, state or agency of a state, any association or partnership and/or other persons or bodies (whether or not having separate legal personality);
- (g) any reference to a party to this Agreement or another agreement or document includes a reference to the party's successors, permitted nominees and permitted assigns (and where applicable, the party's personal representatives);
- (h) references to Clauses, Sub-Clauses, Schedules and Appendices (if any) are references to clauses, sub-clauses, schedules and appendices of or to this Agreement unless otherwise stated. References to a Sub-Clause under a Clause shall be construed as references to the Sub-Clause of the Clause under which such Sub-Clause is being referred;
- (i) Clause referred within an ARTICLE shall mean the Clause in the ARTICLE unless otherwise indicated;
- (j) the term "provide" (including without limitation its grammatical variations), when used in relation to facilities, shall be construed to mean the provisioning of access to such facilities;
- (k) references to any legislation, statute and/or law (or any provision thereof) shall include any subsidiary legislation, statutory guidelines, rulings, determinations and/or codes, legal requirements and/or regulations made under or pursuant to such legislation, statute and/or law and any amendment, substitution, re-enactment, modification and/or replacement ("Modification") made in relation to the foregoing from time to time so far as such Modification applies or is capable of applying;
- (l) any reference to proceedings includes litigation, arbitration or investigation and a reference to a judgement includes an order, injunction, decree, determination or award of any court or tribunal;
- (m) references to any terms, conditions and/or provisions of, under or contained in this Agreement shall be construed as to include any term, condition, stipulation, provision, warranty, covenant and/or undertaking and any rights and remedies conferred thereby;
- (n) the words "including", "for example" or similar expressions shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words. The meaning of general words shall not be limited by specific examples introduced by "including", "for example" or similar expressions;
- (o) the words "hereof", "herein", "hereon" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (p) if an obligation, act or event must be carried out or occur on a stipulated day which is not a business day in the place which the obligation, act or event must be carried out or occur then the stipulated day will be taken to be the next business day in the said place unless otherwise stipulated herein;
- (q) any terms and conditions imposed on a Party shall include an obligation for the Party to ensure its Personnel comply with such terms and conditions to the extent applicable to such Personnel and the Party shall remain fully liable for all acts and/or omissions of its Personnel as if those acts and/or omissions were those of the Party;
- (r) any obligation imposed on a Party not to do an act or thing shall be deemed to include an obligation for such Party not to permit such act or thing to be done by another person;

- (s) no rule of construction or interpretation applies to the disadvantage or detriment of the Party having control or being responsible for the preparation of this Agreement;
and
- (t) any approval, consent or the like to be obtained by any Party under this Agreement shall be obtained in writing (whether or not it is expressly stated as such) and any matter to be agreed between the Parties shall be agreed in writing (whether or not it is expressly stated as such).