



TECHNICAL AND COMMERCIAL DOCUMENT

INDEX

PART A: REGULATED FACILITIES AND SERVICES

SECTION 1

1. CHURN OBLIGATIONS.....	6
1.1 Application	6
1.2 Authorisation of Releasing Service Provider	6
1.3 Notifications	6
1.4 Notification of Invalid Churns.....	6
1.5 Response to Invalid Churn Notification	6
1.6 Implementation of Churn	7
1.7 Facilitation of Churn.....	7
1.8 Confidentiality	7
1.9 Availability	7

SECTION 2

2. OPERATIONS AND MAINTENANCE OBLIGATIONS.....	8
2.1 Operations and Maintenance Responsibility	8
2.2 Fault Reporting Service	8
2.3 Customer Notification	8
2.4 Non-discriminatory Fault Reporting and Identification	8
2.5 Cross-referrals	8
2.6 Network Fault Responsibility.....	8
2.7 Major Inter-working Faults	9
2.8 Fault Affecting Other Networks or Equipment	9
2.9 Bear Own Costs	9
2.10 Fault Priority.....	9
2.11 Fault Rectification	9
2.12 Target Times.....	9
2.13 Planned Maintenance.....	11
2.14 Planned Maintenance Windows	11
2.15 Emergency Maintenance	11
2.16 Hours of Fault Reporting and Rectification	12
2.17 Complaints Handling.....	12
2.18 Routine Testing	12

SECTION 3

3. TECHNICAL OBLIGATIONS	13
3.1 Compliance.....	13
3.2 Prevention of Technical Harm.....	13
3.3 Technical Standard	13
3.4 No Interference.....	13

3.5	Notice of Interference and Rectification	13
SECTION 4		
4.	NETWORK FACILITIES ACCESS	14
SECTION 5		
5.	LIST OF ACCESS SERVICES FOR REGULATED FACILITIES AND SERVICES.....	20
5.1	O&T Services	21
5.2	Interconnect Link Service.....	22
5.3	HSBB Network Services	23
5.4	Transmission Services	24
5.5	Infrastructure Sharing	25
5.6	Network Co-location Service	26
5.7	Domestic Connectivity to International Services	27
5.8	Duct and Manhole Access	28
5.8.1	Application	28
5.8.2	Acknowledgement of Receipt	28
5.8.3	Time for Acceptance or Rejection.....	28
5.8.4	Indicative Delivery Timeframe	28
5.8.5	Billing Cycle	29
5.8.6	Reporting.....	29
5.8.7	Physical Access	29
5.8.8	Escorts	30
5.8.9	Absence of Escort.....	31
5.8.10	Nominated Personnel	31
5.8.11	Site Register	31
5.8.12	Joint Survey.....	31
5.8.13	Capacity Allocation Policy.....	32
5.8.14	Ground for Refusal.....	33
5.8.15	Equivalence of Inputs.....	33
5.8.16	Maintenance and Rectification.....	33
5.8.17	Indemnity	34
5.8.18	Restriction on Resale.....	35
5.8.19	Accredited Sub-contractors	35
5.8.20	Technical specifications	35
5.8.21	General Terms and Conditions on Duct and Manhole Access.....	35
5.8.22	Access Seeker's Obligations	36
5.8.23	Access Provider's Obligations	47
5.8.24	Vacating the Sub-duct and Manhole Space.....	50
5.9	Digital Terrestrial Broadcasting Multiplexing Services.....	52
5.10	MNVO Access.....	53

5.11	Domestic Inter-Operator Roaming Service	54
5.12	5G Services.....	55
5.13	IP Transit Service	56

Technical and Commercial Document

This Technical and Commercial Document outlines the requirements and terms pertaining to the following:

PART	Section	Regulated Facilities and Services																																										
A	1.	Churn Obligations																																										
	2.	Operations and Maintenance Obligations																																										
	3.	Technical Obligations																																										
	4.	Network Facilities Access																																										
	5.	List of Access Services to Regulated Facilities and Services																																										
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Regulated Facilities and Services</th> <th style="text-align: center;">Applicability</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5.1</td> <td>O&T Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.2</td> <td>Interconnect Link Service</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.3</td> <td>HSBB Network Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.4</td> <td>Transmission Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.5</td> <td>Infrastructure Sharing</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.6</td> <td>Network Co-location Service</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.7</td> <td>Domestic Connectivity to International Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.8</td> <td>Duct and Manhole Access</td> <td style="text-align: center;">APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.9</td> <td>Digital Terrestrial Broadcasting Multiplexing Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.10</td> <td>MVNO Access</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.11</td> <td>Domestic Inter-Operator Roaming Service</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.12</td> <td>5G Services</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> <tr> <td style="text-align: center;">5.13</td> <td>IP Transit Service</td> <td style="text-align: center;">NOT APPLICABLE</td> </tr> </tbody> </table>	No.	Regulated Facilities and Services	Applicability	5.1	O&T Services	NOT APPLICABLE	5.2	Interconnect Link Service	NOT APPLICABLE	5.3	HSBB Network Services	NOT APPLICABLE	5.4	Transmission Services	NOT APPLICABLE	5.5	Infrastructure Sharing	NOT APPLICABLE	5.6	Network Co-location Service	NOT APPLICABLE	5.7	Domestic Connectivity to International Services	NOT APPLICABLE	5.8	Duct and Manhole Access	APPLICABLE	5.9	Digital Terrestrial Broadcasting Multiplexing Services	NOT APPLICABLE	5.10	MVNO Access	NOT APPLICABLE	5.11	Domestic Inter-Operator Roaming Service	NOT APPLICABLE	5.12	5G Services	NOT APPLICABLE	5.13	IP Transit Service	NOT APPLICABLE
	No.	Regulated Facilities and Services	Applicability																																									
	5.1	O&T Services	NOT APPLICABLE																																									
	5.2	Interconnect Link Service	NOT APPLICABLE																																									
	5.3	HSBB Network Services	NOT APPLICABLE																																									
	5.4	Transmission Services	NOT APPLICABLE																																									
	5.5	Infrastructure Sharing	NOT APPLICABLE																																									
	5.6	Network Co-location Service	NOT APPLICABLE																																									
5.7	Domestic Connectivity to International Services	NOT APPLICABLE																																										
5.8	Duct and Manhole Access	APPLICABLE																																										
5.9	Digital Terrestrial Broadcasting Multiplexing Services	NOT APPLICABLE																																										
5.10	MVNO Access	NOT APPLICABLE																																										
5.11	Domestic Inter-Operator Roaming Service	NOT APPLICABLE																																										
5.12	5G Services	NOT APPLICABLE																																										
5.13	IP Transit Service	NOT APPLICABLE																																										

PART A: REGULATED FACILITIES AND SERVICES

Unless otherwise specified, this PART A shall apply only to the applicable Regulated Facilities and Services.

SECTION 1

1. CHURN OBLIGATIONS

- 1.1 **Application:** This Section 1 (Churn Obligations) of this PART A applies to all applicable Regulated Facilities and Services other than HSBB Network Services.
- 1.2 **Authorisation of Releasing Service Provider:** The Releasing Service Provider must not object to the Access Service Provider implementing any Customer's Churn request, where such request is received by the Access Service Provider from a Gaining Service Provider.
- 1.3 **Notifications:** Except where the Releasing Service Provider and the Access Service Provider are the same person, the Gaining Service Provider must notify the Releasing Service Provider of each proposed Churn prior to forwarding a Transfer Request to the Access Service Provider.
- 1.4 **Notification of Invalid Churns:** Within two (2) Business Days of the receipt by the Releasing Service Provider of the notice from the Gaining Service Provider under Section 1.3 (Notifications) of this PART A, the Releasing Service Provider must advise the Gaining Service Provider if it believes, on reasonable grounds, that the Transfer Request is invalid because:
- 1.4.1 the Transfer Request resulted from a processing error; or
 - 1.4.2 the Transfer Request was incomplete (for reasons including that the Customer or their agent did not execute the Transfer Form).

For clarification, if no notice is provided under this Section 1.4 (Notification of Invalid Churns) of this PART A, the Gaining Service Provider may forward the Transfer Request to the Access Service Provider (where the Access Service Provider is a different person to the Releasing Service Provider).

- 1.5 **Response to Invalid Churn Notification:** If a notification is made under Section 1.4 (Notification of Invalid Churns) of this PART A, the Releasing Service Provider must provide the Gaining Service Provider with evidence upon which the notification is based. In such circumstances, the Releasing Service Provider and the Gaining Service Provider must take immediate action to rectify the invalid Churn in accordance with the Customer's wishes. If the Customer wishes to proceed with the transfer to the Gaining Service Provider, and the Gaining Service Provider provides the Releasing Service Provider with a Transfer Form, the Transfer Request must be provided to the Access Service Provider immediately.

-
- 1.6 **Implementation of Churn:** Within two (2) Business Days after the receipt of a Transfer Request, the Access Service Provider must implement the Churn and advise each of the Gaining Service Provider and the Releasing Service Provider that the transfer has been completed.
 - 1.7 **Facilitation of Churn:** The Access Service Provider must facilitate and implement Churns between the Parties in accordance with the obligations specified in **Section 1.6** (Implementation of Churn) of this **PART A**, even if the Access Service Provider is not the Releasing Service Provider or the Gaining Service Provider.
 - 1.8 **Confidentiality:** Unless otherwise specifically provided in this Agreement, the Access Service Provider and the Releasing Service Provider must not use information disclosed for the purposes of a Churn (including information contained in a Transfer Request or a Transfer Form) for other purposes. In particular, the Access Service Provider and the Releasing Service Provider must handle information disclosed for the purposes of a Churn as Confidential Information of the Gaining Service Provider, and must not use such information in connection with marketing to, or offering services to, a Customer.
 - 1.9 **Availability:** If the Regulated Services is subject to a Churn, the Releasing Service Provider or the Access Service Provider must not refuse an Access Request on the ground that the Releasing Service Provider is currently using the Regulated Services specified in the Access Request.

SECTION 2

2. OPERATIONS AND MAINTENANCE OBLIGATIONS

- 2.1 **Operations and Maintenance Responsibility:** Each Party shall be responsible for the operations and maintenance of its own facilities and services. The Parties shall ensure that the operations and maintenance standards and procedures used in the respective Network do not adversely affect the operations of the other Party's Networks. The Parties will cooperate to enable each other to meet the terms of their respective Licences and to fulfil their obligations under this Agreement and to provide communications services to their Customers. The Parties will manage their Networks to minimise disruption to the Regulated Facilities and Services. In the event of interruption or failure of any Regulated Facilities and Services caused by a Party's Network, such Party shall ensure prompt restoration in accordance with the target times set out herein.
- 2.2 **Fault Reporting Service:** Each Party shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Party and to whom that Party supplies Regulated Facilities and Services (inter alia) to report faults relating to any Network, and/or Regulated Facilities and Services.
- 2.3 **Customer Notification:** Each Party will advise all of its directly connected Customers to report all faults to the fault reporting service described in **Section 2.2** (Fault Reporting Service) of this **PART A**.
- 2.4 **Non-discriminatory Fault Reporting and Identification:** A Party shall:
- 2.4.1 perform fault reporting and identification on a non-discriminatory basis; and
 - 2.4.2 treat the faults reported by another Party on an equivalent basis as it treats the faults reported by itself.
- 2.5 **Cross-referrals:** If a Customer reports a fault to the Party:
- 2.5.1 when the Customer is directly connected to another Party; or
 - 2.5.2 when clearly relates to a Network and/or Regulated Facilities and Services of another Party,
- the Party which receives the report shall promptly inform the other Party of the reported fault, or refer that Customer to the other Party's fault reporting service.
- 2.6 **Network Fault Responsibility:** The Party in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Regulated Facilities and Services which are used in another Party's Network.

- 2.7 **Major Inter-working Faults:** If a major fault occurs which affects communication that crosses or would cross both Parties' Networks, initial responsibility for identifying the fault rests with the Party who first becomes aware of the fault.
- 2.8 **Fault Affecting Other Networks or Equipment:** If a Party identifies fault occurring in its Network or with its network facilities which may have an adverse effect on another Party's Network, network facilities, network services or Equipment, the first-mentioned Party must promptly inform the other Party of:
- 2.8.1 the existence of the fault;
 - 2.8.2 the actions being taken by the first-mentioned Party to rectify the identified faults and restore the service; and
 - 2.8.3 the outcome of those actions.
- 2.9 **Bear Own Costs:** Each Party is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.
- 2.10 **Fault Priority:** Each Party shall give priority to faults in the following order:
- 2.10.1 the highest service loss impact in terms of the number of Customers affected;
 - 2.10.2 those which have been reported on previous occasions and have re-occurred; and
 - 2.10.3 all other faults.
- 2.11 **Fault Rectification:** Each Party shall rectify faults on a non-discriminatory basis.
- 2.12 **Target Times:** Each Party shall respond to and rectify faults within the lesser of:
- 2.12.1 timeframes set out in **Section 5** (List of Access Services for Regulated Facilities and Services) of this **PART A** or, if there is no such timeframe, the response timeframes, progress update frequencies and rectification timeframes set out in the table below;
 - 2.12.2 timeframes which will result in compliance by all affected Parties with any applicable mandatory standards that apply to service availability and restoration; and
 - 2.12.3 timeframes equivalent to that which the Access Provider provides to itself.

Priority Level	Fault Types (examples)	Response Timeframe	Progress Update Frequency	Rectification Timeframe
Level 1	1. Major outage switch	Within one (1) hour	Every one (1) hour	Four (4) hours

	2. Transmission bearer total outage 3. Route blocking > 30% 4. Major signaling problem 5. Major routing issues 6. Fraudulent calls			
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signaling problem 4. Route blocking 10%-30% 5. Cross line and silent calls 6. Mobile number portability issues	Within four (4) hours	Every four (4) hours	Twenty-four (24) hours
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking < 10%	Within twenty-four (24) hours	Every twenty-four (24) hours	Seventy-two (72) hours
Level 4	1. Remote congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Within forty-eight (48) hours	Every forty-eight (48) hours	Ten (10) Business Days

2.12.4 Explanatory Notes to **Section 2.12** (Target Times) of this **PART A**:

- (a) All faults reported shall be ascribed with a 'Priority Level' as set out in the table above for response and rectification purposes and the Parties involved shall cooperate with one another to achieve the target timeframes corresponding to the severity of the fault reported as set out in that table.
- (b) The 'Fault Types' listed in the table above are only examples of possible types of faults. Parties are required to categorise all faults by reference to the specified 'Priority Levels', 'Response Timeframes' and 'Rectification Timeframes'.
- (c) 'Response Timeframe' refers to the timeframe for the Party whose Network, and/or Regulated Facilities and Services is faulty to respond to and appropriately attend to the fault. 'Response Timeframes' are to be measured

from either the time the fault is notified by the other Party or from the time when the Party first becomes aware of the fault, whichever is the earlier.

- (d) 'Progress Update Frequency' refers to the frequency to update the other Party until the fault is rectified.
- (e) 'Rectification Timeframe' refers to the time taken by the Party to rectify a faulty Network, and/or Regulated Facilities and Services and is determined by the period between the reporting of a fault to the relevant fault reporting service of the Party and the rectification of the fault on a permanent or temporary basis (provided that if rectified on a temporary basis, the Party must continue attempting to achieve a permanent rectification without delay).

2.13 **Planned Maintenance:** If either Party intends to undertake planned maintenance (“**Maintenance Party**”) which may affect the Access Seeker’s Network, and/or Regulated Facilities and Services, the Maintenance Party must:

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

2.14 **Planned Maintenance Windows:** The Maintenance Party shall undertake planned maintenance within windows of time agreed with other Party, and where the windows of time for such planned maintenance have the least effect on end users.

2.15 **Emergency Maintenance:** If the Maintenance Party needs to undertake emergency maintenance which may affect the other Party’s Network, the Maintenance Party must, if it is able to:

- 2.15.1 provide at least twenty-four (24) hours’ notice of the planned maintenance;
- 2.15.2 use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Parties’ Networks, and which are caused by the maintenance or re-routing; and
- 2.15.3 where the Parties agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Party.

-
- 2.16 **Hours of Fault Reporting and Rectification:** The Access Provider shall maintain a twenty-four (24) hours a day, seven (7) days a week fault reporting and rectification service.
- 2.17 **Complaints Handling:** The Parties must report all interconnection and access outages that relate to Networks, and/or Regulated Facilities and Services to the Access Provider's relevant fault reporting and rectification service.
- 2.18 **Routine Testing:** The Parties shall conduct interconnection service tests at agreed annual intervals to ensure the maintenance of interconnection services at agreed services levels in accordance with standards as agreed by both parties or such other standards as may be determined by the Commission.

SECTION 3

3. TECHNICAL OBLIGATIONS

- 3.1 **Compliance:** The Parties shall adhere to the relevant guidelines issued by the Commission pursuant to the Act from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this Agreement and/or the Mandatory Standard on Access.
- 3.2 **Prevention of Technical Harm:** A Party must take reasonable measures to ensure that interconnection and access do not cause physical or technical harm to the other Party's Network, which measures shall be no less robust than the measures which the Party takes in respect of new facilities or Equipment incorporated into its own Network.
- 3.3 **Technical Standard:** A Party must comply with any applicable technical standard adopted by the Commission under Chapter 3 of Part VII of the Act.
- 3.4 **No Interference:** A Party must not do anything, or knowingly permit any third person to do anything, in relation to Network, network facilities, network services or Equipment which:
- 3.4.1 causes interference to; or
 - 3.4.2 materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Party.
- 3.5 **Notice of Interference and Rectification:** If a Party notifies another Party that the other Party's Network, network facilities, network services or Equipment is causing interference to the notifying Party's Network, network facilities, network services or Equipment:
- 3.5.1 the other Party shall rectify the situation as soon as possible, and in any case, within twenty-four (24) hours of receiving notice from the notifying Party, so that no interference is caused; or
 - 3.5.2 if the other Party is not able to locate the source of interference within twenty-four (24) hours under **Section 3.5.1** (Notice of Interference and Rectification) of this **PART A** above, the other Party shall promptly notify the notifying Party, and both Parties shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

SECTION 4

4. NETWORK FACILITIES ACCESS

- 4.1 **General.** This **Section 0** (Network Facilities Access) of this **PART A** sets out the terms and conditions for access to Regulated Facilities (“**Facilities Access**”), subject to the specific applicable terms set out herein, in particular those set out in **Section 0** (List of Access Services for Regulated Facilities and Services) of this **PART A**.
- 4.2 **General Procedure:** The Facilities Access will be for a fixed period and the period may vary depending on the type of Regulated Facilities and Services (to be) provided. The Parties may agree from time to time on such further terms of Facilities Access for different types of facilities and/or Equipment. Such terms of Facilities Access will be set having regard to such matters as *inter alia*:
- 4.2.1 the reasonable life span of the network facilities or Equipment on the Access Provider's standard planning horizons;
- 4.2.2 the reasonable life span of the Access Seeker's network facilities or Equipment which it installs within or attaches to or uses in conjunction with the Regulated Facilities and Services to which access is provided, or the Access Seeker's standard planning horizons; and
- 4.2.3 the type of network facilities or Equipment available to the Access Seeker.
- 4.3 **Access Provider Access:** The Access Provider shall have reasonable physical access, without any charges imposed on the Access Provider, to the Access Seeker's Network premises and/or facilities with respect to any Regulated Facilities and Services requested by the Access Seeker for the purpose of installation, commissioning, maintenance, modification, decommissioning and removal of Access Provider's equipment installed within, attached to, or situated in the Access Seeker's network facilities and/or premises. Where the Access Seeker relocates, rebuilds or replaces any premises and/or facilities to which the Access Provider has access to during the fixed period of access, the Access Seeker will provide access to a replacement premises and/or facility on substantially similar terms.
- 4.4 **Inspection and Site Survey:** The Access Provider shall allow nominated employees or contractors of the Access Seeker to physically inspect a network premise and/or facility of the Access Provider during normal business hours provided that:
- 4.4.1 the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees; and
- 4.4.2 the nominations made by the Access Seeker are reasonable, having regard to the position of each person and the number of persons nominated.
- 4.5 **Physical Access:** The Access Provider shall allow the Access Seeker, its employees and contractors to physically access the Access Provider's network facilities and/or premises for the purposes of installing, commissioning, modifying, maintaining, operating, decommissioning and removing its Equipment and/or facilities and have physical control

over the Access Seeker's Equipment and/or facilities located at such network facilities and/or premises, seven (7) days a week subject to the terms and conditions of any tenancy agreement and reasonable access procedure of the Access Provider provided always that from 9.00am to 5.00 pm on any Business Day, the Access Seeker shall have physical access to the Access Provider's network facilities for the purposes of installing, commissioning, modifying, maintaining, operating, decommissioning and removing its Equipment and/or facilities. The Access Seeker shall provide sufficient notice to the Access Provider prior to seeking access to the Access Provider's network facilities and/or premises.

4.6 **Escorts:** If the Access Provider determines that it is necessary to have an escort present when the Access Seeker's employees or contractors wish to enter onto the Access Provider's property, the Access Provider shall:

4.6.1 make such escort service available at all times during ordinary business hours;

4.6.2 subject to **Section 4.5** (Physical Access) and **Section 4.6.4** (Escorts) of this **PART A**, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four(24) hours a day, seven (7) days a week (provided always that the Access Seeker strictly complies with the Access Provider's site access procedures (e.g work permit approval));

4.6.3 subject to **Section 4.6.4** (Escorts) of this **PART A**, provide physical access at the time requested by the Access Seeker for planned maintenance requests on the shorter of:

4.6.3.1 two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

4.6.3.2 the period of notice which the Access Provider requires from itself when providing itself with physical access for planned maintenance;

4.6.4 for both planned and emergency maintenance requests at unmanned sites only, have its escort arrive within the shorter of:

4.6.4.1 thirty (30) minutes of time required by the Access Seeker pursuant to **Section 4.6.2** (Escorts) and **Section 4.6.3** of this **PART A** (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

4.6.4.2 the period of time it requires for its escorts to arrive for planned and emergency maintenance at unmanned sites; and

bear the costs of such escort service.

4.6.5 Escort may only be required by the Access Provider as set out above if the Access Provider requires an escort of its own contractors, subsidiaries and partners.

-
- 4.7 **Absence of escort:** For the purposes of **Section 4.5** (Physical Access) of this **PART A**, if an escort does not arrive at the Access Provider's property within the timeframe set out or agreed herein, the Access Seeker's personnel may proceed to enter the Access Provider's property without an escort, subject to the other applicable access control procedure, security requirements of the Access Provider and the terms and conditions of any tenancy agreement, which have been communicated by the Access Provider to the Access Seeker. The Access Seeker shall provide the Access Provider with a written report (in a form and at a level of detail as may be specified by the Access Provider) as to the works and/or activities undertaken by the Access Seeker and/or his employees, contractors and agents within two (2) Business Days after the site visit. Notwithstanding anything contained herein, if the tenancy agreement requires that the Access Seeker be escorted by the Access Provider in order to gain physical access to the Access Provider's network facility, the Access Provider shall escort the Access Seeker.
- 4.8 **Site Register:** The Access Seeker must establish and maintain a register of all persons who visit the Access Provider's property, which must be made available for inspection by the Access Provider, upon request. If the Access Seeker does not maintain or properly maintain a site register, the Access Provider may prohibit any representatives of the Access Seeker from entering the premises.
- 4.9 **Reservation of Space:** The Access Provider shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over two (2) years) and the needs of All Access Seekers who are currently occupying or have ordered space from the Access Provider.
- 4.10 **Lack of Space:** Subject to **Section 4.5** (Physical Access) of this **PART A**, if there are space constraints at a particular location, the Access Provider shall take reasonable steps to optimise its usage of the space, including through the upgrading of network facilities and/or premises and transferring Equipment to an alternative location subject to the cost being borne by the Access Seeker. If the Access Provider has used its best efforts to accommodate All Access Seekers and it is not physically possible for any further access seekers to be accommodated, the Access Provider shall be excused from providing physical interconnection at such location.
- 4.11 **Preparatory Work by the Access Seeker:** If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to an Access Provider's network facilities/premises, the Access Provider shall permit the Access Seeker's employees or contractors to perform such preparatory work if the Access Seeker satisfies the Access Provider (acting reasonably and in accordance with the guidelines referred to below) that such employees or contractors have the necessary qualifications. The policy and guidelines pertaining to the necessary qualifications of employees and contractors who will be permitted to perform preparatory work under this **Section 4.11** (Preparatory Work by the Access Seeker) of this **PART A** may be obtained from the Access Provider. The policy and guidelines must be applied in a non-discriminatory manner to the personnel of the Access Provider and the Access Seeker who perform similar functions.
- 4.12 **Preparatory Work by the Access Provider:** If the Parties agree that the Access Provider shall carry out the preparatory work on behalf of the Access Seeker, then the Access Provider shall undertake the preparatory work and the Access Seeker shall furnish all necessary and sufficient co-operation to the Access Provider to complete the preparatory

-
- work. The Access Seeker agrees to pay the Access Provider for undertaking the preparatory work.
- 4.13 **Estimated Charges For Preparatory Work:** If the Access Provider agrees to perform preparatory work and does so on the basis of an estimated charge (e.g. based on a time and materials basis) for a specific scope of work:
- 4.13.1 the Access Provider shall not exceed the estimate without providing the Access Seeker with prior written notice that:
- 4.13.1.1 the estimate will likely be exceeded; and
- 4.13.1.2 a further estimate of the charges for the work necessary to complete the preparatory work; and
- 4.13.2 the Access Provider shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate within fourteen (14) days of the notice given by the Access Provider under **Section 4.13.1 (Estimated Charges for Preparatory Work)** of this **PART A**.
- 4.14 **Inaccurate/Undisclosed Info by Access Seeker:** Notwithstanding **Section 4.13 (Estimated Charges for Preparatory Work)** of this **PART A**, where the actual cost incurred by the Access Provider exceeds an estimate or revised estimate for a specific scope of works provided by the Access Provider due to information or facts which are inaccurate or erroneous, or which were not disclosed or provided by the Access Seeker, or due to 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.
- 4.15 **Not Obligated to Commence Until Agreed:** The Access Provider shall not be obliged to commence work until the Access Seeker has confirmed in writing that the Access Seeker is agreeable to the estimate or revised estimate for a specific scope of works provided by the Access Provider.
- 4.16 **Delays:** If the Access Provider agrees to perform preparatory work and the Access Provider is or is likely to be unable to perform such work within the agreed timeframe, the Access Provider shall, to the extent attributable to the Access Provider's fault:
- 4.16.1 notify the Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after the Access Provider becomes aware of the possible delay;
- 4.16.2 permit the Access Seeker as notified under **Section 4.16.1 (Delays)** of this **PART A** to cancel the preparatory work without penalty if the delay is longer than fourteen (14) days; and
- 4.16.3 compensate the Access Seeker for the reasonable costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those cost

4.17 **Utilities and Ancillary Services:** If the Access Provider has permitted access at a particular location or network facilities of the Access Provider, 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:

4.17.1 access to roads;

4.17.2 access to land;

4.17.3 power, including the provision of back up power;

4.17.4 environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);

4.17.5 security, taking care to ensure that its agents, representatives or sub-contractors do not damage any Equipment, and keeping the location secure and protected from vandalism or theft; and

4.17.6 site maintenance.

The utility and ancillary costs in respect of the network facilities/premises as contemplated in this **Section 4.17** (Utilities and Ancillary Services) of this **PART A** shall be apportioned (in accordance with fair and equitable principles) against the utility and ancillary costs charged to Other Access Seekers at the relevant location. Where there are no Other Access Seekers at the relevant location, the apportionment shall be done in good faith between the Parties in accordance with fair and equitable principles.

4.18 **Security Caging:** The Access Provider shall not require the use of cages or similar structures to physically segregate Equipment to be located at or on network facilities of the Access Provider.

4.19 **Equipment Allowance:** Subject to any restrictions under any tenancy agreement, the Access Provider shall permit an Access Seeker to locate Equipment on or at the Access Provider's network facilities which is necessary for the purposes of obtaining the benefit of access to the Regulated Facilities and Services provided in accordance with this Agreement. Where restrictions in the tenancy agreement prohibits an Access Seeker from locating its Equipment at the Access Provider's facilities/premises, the Access Provider shall use best endeavours to obtain the consent of the landlord for the Access Seeker to locate its Equipment at the Access Provider's facilities/premises, and may at its own discretion offer an alternative premise and/or facility where the Access Seeker is permitted to locate its Equipment.

4.20 **Marking:** The Parties will mark or label their Equipment in such a manner that they can be easily identified as their Equipment.

4.21 **Maintenance:** The Access Provider shall permit, and do all the things reasonably necessary to allow an Access Seeker to maintain its Equipment at or on the network facilities/premises to which access has been granted. This includes the provision of physical access.

4.22 **Extensions:** Subject to all necessary permits, consents and approvals required by law being obtained, the Access Provider shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend network facilities/premises of the Access Provider as may reasonably be required to meet the Access Seeker's requirements in the circumstances and to the extent technically feasible. Prior to any extension works being carried out, the Access Seeker shall submit a written proposal to the Access Provider detailing the works to be carried out and the impact of such works on the Access Provider's network. If the Access Provider agrees or disagrees with the proposal, the Access Provider will notify the Access Seeker of the same. If the Access Provider disagrees with the proposal, the Access Seeker may request for a meeting with the Access Provider to discuss amendments to the Access Seeker's proposal. The Access Seeker shall be responsible for all works carried out and the maintenance of such extensions.

SECTION 5

5. LIST OF ACCESS SERVICES FOR REGULATED FACILITIES AND SERVICES

No.	Regulated Facilities and Services	Applicability
5.1	O&T Services	NOT APPLICABLE
5.2	Interconnect Link Service	NOT APPLICABLE
5.3	HSBB Network Services	NOT APPLICABLE
5.4	Transmission Services	NOT APPLICABLE
5.5	Infrastructure Sharing	NOT APPLICABLE
5.6	Network Co-location Service	NOT APPLICABLE
5.7	Domestic Connectivity to International Services	NOT APPLICABLE
5.8	Duct and Manhole Access	APPLICABLE
5.9	Digital Terrestrial Broadcasting Multiplexing Services	NOT APPLICABLE
5.10	MVNO Access	NOT APPLICABLE
5.11	Domestic Inter-Operator Roaming Service	NOT APPLICABLE
5.12	5G Services	NOT APPLICABLE
5.13	IP Transit Service	NOT APPLICABLE

5.1 O&T Services

Not applicable.

5.2 Interconnect Link Service

Not applicable.

5.3 HSBB Network Services

Not applicable.

5.4 Transmission Services

Not applicable.

5.5 Infrastructure Sharing

Not applicable.

5.6 Network Co-location Service

Not applicable.

5.7 Domestic Connectivity to International Services

Not applicable.

5.8 Duct and Manhole Access

- 5.8.1 **Application:** This **Section 5.8** (Duct and Manhole Access) of this **PART A** applies where Duct and Manhole Access has been requested and is to be provided.
- 5.8.2 **Acknowledgement of Receipt:** For the purposes of **Clause 9.5** (Acknowledgment of Receipt) of **ARTICLE III** of this Agreement, the Access Provider shall acknowledge receipt of each Order for Duct and Manhole Access within two (2) Business Days.
- 5.8.3 **Time for Acceptance or Rejection:** Subject any shorter timeframe required under **Clause 9.13** (Time for Acceptance or Rejection of Order) of **ARTICLE III** of this Agreement, the Access Provider must notify the Access Seeker that an Order for Duct and Manhole Access 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 **Clause 9.8** (Post-Order Service Qualifications) of **ARTICLE III** of the Agreement; or
 - (b) providing the Access Seeker with the result of post-Order Service Qualification under **Clause 9.10** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of the Agreement, where the Access Provider has undertaken post-Order Service Qualification for that Order under **Clause 9.8** (Post-Order Service Qualifications) of **ARTICLE III** of the Agreement. For the purposes of **Clause 9.10.1** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of the Agreement, subject to the distance and scale of the required infrastructure and obtaining relevant third-party authority approvals, the post-Order Service Qualification timeframe for Duct and Manhole Access is within the shorter of:
 - (i) twenty (20) Business Days after the date of the Notice of Receipt; and
 - (ii) the time within which the Access Provider performs and notifies the result of an equivalent Service Qualification undertaken for itself.
- 5.8.4 **Indicative Delivery Timeframe:** For the purposes of **Clause 9.14** (Notice of Acceptance) of **ARTICLE III** of the Agreement, the indicative delivery timeframe for Duct and Manhole Access less than 10km in length is ten (10) Business Days. For clarification, the indicative delivery timeframe in this **Section 5.8.4** (Indicative Delivery Timeframe) of this **PART A** commences

from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with **Clause 9.15** (Commencement of Delivery Timeframes) of **ARTICLE III** of the Agreement.

- 5.8.5 **Billing Cycle:** For the purposes of **Clause 13.3** (Billing Cycle) of **ARTICLE III** of the Agreement, between the Parties, the Billing Cycle for Duct and Manhole Access will be one (1) year in advance for the first year and monthly in advance for subsequent years.
- 5.8.6 **Reporting:** As required under **Clause 6.1** (Reporting Obligations and Provisioning of Information) of **ARTICLE III** of the Agreement, the Access Provider shall notify the Commission in writing details of:
- (a) each area in which the Access Provider has built or assumed maintenance obligations in respect of Lead-in Ducts, Mainline Ducts, Inter-exchange Ducts or manholes, including any manholes associated with any infrastructure provided only when joint survey has been conducted referred to in this **Section 5.8.6** (Reporting) of this **PART A**;
 - (b) each area in which the Access Provider has been granted exclusive rights to develop or maintain Mainline Ducts, Inter-exchange Ducts and associated manhole infrastructure;
 - (c) each location in which an Access Seeker has requested the supply of Duct and Manhole Access, in which there is no room for the Access Seeker to install its own sub-ducts and in which the Access Provider has therefore offered to supply access to its own sub-ducts; and
 - (d) each location in which an Access Seeker has requested the supply of Duct and Manhole Access, in which there is no room for the Access Seeker to install its own sub-ducts and in which there is also no room in the Access Provider's own sub-ducts.
- 5.8.7 **Physical Access:** Where required to fulfil an Order for Duct and Manhole Access or for the Access Seeker to perform operations or maintenance activities in respect of the Access Seeker's Equipment, the Access Provider shall allow the 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 (subject to the terms and conditions of any tenancy agreement and reasonable access procedure of the Access Provider). The Access Provider shall provide:

-
- (a) immediate physical access to Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week; and
 - (b) 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.

Subject to the foregoing, the Access Seeker shall provide sufficient notice to the Access Provider prior to seeking access to the Access Provider's network facilities and/or premises.

5.8.8 **Escorts:** The 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 the Access Provider determines that it is necessary to have an escort present when nominated employees and/or contractors of the Access Seeker wish to enter into the Access Provider's property, the Access Provider shall:

- (a) bear the costs of such escort service;
- (b) subject to **Section 5.8.8(d)** (Escorts) of this **PART A**, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week (provided always that the Access Seeker strictly complies with the Access Provider's site access procedures (e.g work permit approval));
- (c) subject to **Section 5.8.8(d)** (Escorts) of this **PART A**, provide physical access at the time requested by the 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 **Section 5.8.8(b)** (Escorts) or **5.8.8(c)** (Escorts) of this **PART A** (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.
- 5.8.9 **Absence of Escort:** For the purposes of **Section 5.8.8** (Escorts) of this **PART A**, if an escort does not arrive within the timeframe specified in **Section 5.8.8** (Escorts) of this **PART A**, the Access Seeker's nominated employees and/or contractors may proceed to enter the Access Provider's property without an escort, subject to the other applicable access control procedure, security requirements of the Access Provider and the terms and conditions of any tenancy agreement, which have been communicated by the Access Provider to the Access Seeker. The Access Seeker shall provide the Access Provider with a written report (in a form and at a level of detail as may be specified by the Access Provider) as to the works and/or activities undertaken by the Access Seeker and/or his employees, contractors and agents within two (2) Business Days after the site visit. Notwithstanding anything contained herein, if the tenancy agreement requires that the Access Seeker be escorted by the Access Provider in order to gain physical access to the Access Provider's network facility, the Access Provider shall escort the Access Seeker.
- 5.8.10 **Nominated Personnel:** The employees and/or contractors nominated by the Access Seeker under **Sections 5.8.7** (Physical Access), **5.8.8** (Escorts) and **5.8.9** (Absence of Escort) of this **PART A** 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.
- 5.8.11 **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. If the Access Seeker does not maintain or properly maintain a site register, the Access Provider may prohibit any representatives of the Access Seeker from entering the premises.
- 5.8.12 **Joint Survey:** For the purposes of **Clauses 9.4** (Treatment of Orders and Service Qualifications), **9.7** (Pre-Order Qualifications) and **9.8** (Post-Order

Qualifications) and subject to the timeframe specified under **Clause 9.10** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of the Agreement, a joint survey may be conducted by the Access Provider and the Access Seeker, along with surveyors, where necessary, to determine the availability of requested ducts and manholes at a particular area, provided that the scope of the survey be jointly decided, and any costs are necessarily incurred, itemised and agreed between the Parties. The timeframe specified under **Clause 9.10** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of the Agreement shall apply only after the Access Provider and the Access Seeker have agreed on the scope of the joint survey, the date of the joint survey and any costs necessarily incurred to be itemised between the Parties.

- 5.8.13 **Capacity Allocation Policy:** In addition to **Clause 9.36** (Capacity Allocation Policy) of **ARTICLE III** of the Agreement, the Access Provider's Capacity Allocation Policy for Duct and Manhole Access 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 ducts and space in manholes for the Access Provider's then existing maintenance purposes; and
 - (ii) the reservation of the ducts or sub-ducts for future use by the Access Provider or Other Access Seekers, applicable on an equivalent basis upon receipt of an Order for:
 - A. twenty-four months (24) months for use for critical government services, including in connection with government agencies, the military or the police; and
 - B. otherwise, four (4) months; 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 Any Access Seeker within the twenty-five (25) months

or five (5) months (as the case may be) from the date of the Order;
and

(iii) to the extent possible, based on efficient allocation principles to minimise space wastage.

5.8.14 **Ground for Refusal:** In addition to the grounds for refusal set out in the Agreement, the Access Provider may refuse an Access Request or Order in relation to Duct and Manhole Access to the extent (and only to the extent that):

- (a) the Access Provider has entered into an exclusive arrangement for access to duct and manhole infrastructure in Putrajaya with the government of Malaysia and such arrangement has been entered into (without extension or amendment) prior to the effective date of the Mandatory Standard on Access. For clarification, **Clause 7.17** (Refusal Notification) of **ARTICLE III** of the Agreement applies to any refusal under this **Section 5.8.14** (Ground for Refusal) of this **PART A**; or
- (b) there are reasonable grounds for the Access Provider to refuse access based on safety and security, to the extent that the duct and manhole infrastructure is being utilised for critical government services, including in connection with government agencies, the military or the police.

The grounds for refusing access and/or imposing any restrictions on access by the Access Provider on Duct and Manhole Access in relation to safety and security must be no more restrictive or onerous than the Access Provider imposes on its own personnel who physically access the same ducts and manholes.

5.8.15 **Equivalence of Inputs:** The Access Provider must provide Duct and Manhole Access on an Equivalence of Inputs basis to All Access Seekers or Any Access Seeker, including with information that is of the same degree of reliability and currency as that which it provides itself, including but not limited to:

- (a) information relating to the locations at which Duct and Manhole Access is available;
- (b) information relating to the physical space available at such locations; and
- (c) any other information that is reasonably required by the Access Seeker to enable the Access Seeker to place an Order for Duct and Manhole Access or otherwise access duct and manhole infrastructure.

5.8.16 **Maintenance and Rectification:** The Access Provider shall:

-
- (a) ensure that it maintains in reasonable working condition all ducts and manholes, subject to **Section 5.8.16(b)** (Maintenance and Rectification) of this **PART A**;
 - (b) on notice by Any Access Seeker, or upon otherwise becoming aware, that any duct or manhole does not comply with **Section 5.8.16(a)** (Maintenance and Rectification) of this **PART A**, perform within forty (40) Business Days such activities as required to rectify such non-compliance; and
 - (c) in the case of broken/blocked ducts resulting in lack of capacity, conduct reasonable remediation, to the extent technically feasible, and in a timely manner.

If the ducts and manholes that are only used by the Access Seeker are beyond repair and both Access Provider and Access Seeker agree that replacement is required, the Parties shall mutually agree on the reasonable costs to be shared between the Access Provider and the Access Seeker.

5.8.17 **Indemnity:**

- (a) In relation to matters of, and relating to, liability between the Access Provider and Access Seeker not governed by the terms of this Agreement, where either Party, through its acts or omissions (whether negligent or otherwise), causes damage to Equipment used by the another Party in connection with the provision of Duct and Manhole Access, then, subject to **Section 5.8.17(b)** (Indemnity) of this **PART A**, the indemnifying Party must indemnify the indemnified Party against such damage and any reasonable costs or expenses associated with such repair or replacement.
- (b) In respect of the indemnity under **Section 5.8.17(a)** (Indemnity) of this **PART A**:
 - (i) under no circumstances will the indemnifying Party be liable for any indirect, consequential or special loss or damage, or loss or any other damage that does not arise naturally from the breach according to the usual order of things;
 - (ii) to the extent permitted by law and subject to **Section 5.8.17(b)(iii)** (Indemnity) of this **PART A**, the indemnifying Party's maximum liability to the indemnified Party shall be limited to the amount specified in this Agreement, or RM1,000,000, whichever is lower; and
 - (iii) the limitation of liability in **Section 5.8.17(b)(ii)** (Indemnity) of this **PART A** will not apply to any acts or omissions of the indemnifying

Party that cause or contribute to death or personal injury of any person.

- 5.8.18 **Restriction on Resale:** Notwithstanding **Clause 5** (Restriction on Re-Supply) of **ARTICLE III** of this Agreement, the Access Seeker may not assign, share or sublet part or all of the duct space or manholes to any person, without the approval of the Access Provider.
- 5.8.19 **Accredited Sub-contractors:** The Access Seeker is required to use an accredited list of sub-contractors provided by the Access Provider, in relation to installation, maintenance, and rectification of the Access Provider's duct infrastructure.
- 5.8.20 **Technical Specifications:** This Agreement may include mutually agreed technical proposals for Duct and Manhole Access including but not limited to the following:
- (a) fibre optic technical specifications;
 - (b) distance measurements;
 - (c) acceptance test;
 - (d) trenching method;
 - (e) ductways; and
 - (f) manhole specifications.
- 5.8.21 **General Terms and Conditions on Duct and Manhole Access**
- 5.8.21.1 The Access Provider agrees to provide Duct and Manhole Access to the Access Seeker in accordance with the terms of this Agreement including the terms and conditions of this **Section 5.8.21** (General Terms and Conditions on Duct and Manhole Access) of this **PART A**.
- 5.8.21.2 For the purpose of **Clause 9.8** (Post-Order Service Qualifications) of **ARTICLE III** of this Agreement and subject to the timeframe specified under **Clause 9.10** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of this Agreement, a joint survey may be conducted by the Access Provider and the Access Seeker, along with surveyors, where necessary, to determine the availability of requested ducts and manholes at a particular area, provided that the scope of the survey be jointly decided, and any costs

are necessarily incurred, itemised and agreed between the Parties. The timeframe specified under **Clause 9.10** (Commencement and Completion of Service Qualifications) of **ARTICLE III** of this Agreement shall apply only after the Access Provider and the Access Seeker have agreed on the scope of the joint survey, the date of the joint survey and any costs necessarily incurred to be itemised between the Parties.

5.8.21.3 **Duration of Duct and Manhole Access**

- (a) Duct and Manhole Access at a particular Sub-duct and Manhole Space (as defined below) agreed between the Operators, shall be for a fixed period of three (3) years for the initial term unless a lesser period is stipulated by the Access Provider (where the Access Provider's right to use the land on which the ducts and manholes is located is less than 3 years) and shall (unless otherwise notified in writing by the Access Seeker) be automatically renewed on a yearly basis or such lesser term as may be stipulated by the Access Provider. In the event that the Access Seeker wishes not to automatically renew any subsequent term, after initial term, of the Duct and Manhole Access at a particular Sub-duct and Manhole Space, the Access Seeker shall provide a six (6) months' written notice prior to the expiry of the term to the Access Provider stating its intention not to renew automatically.
- (b) The term of the Duct and Manhole Access shall commence on the date ("**Start Date**"):
 - (i) agreed between the Parties for the Access Seeker to be permitted to have physical access to the sub-duct and manhole space ("**Sub-duct and Manhole Space**"); or
 - (ii) the Access Seeker installs their equipment and fiber optic cables in the sub-ducts and associated manholes,

whichever is the earlier

5.8.22 **Access Seeker's Obligations**

5.8.22.1 **Register:** The Access Seeker shall establish and maintain a register of all persons who visit the Sub-duct and Manhole Space in accordance with **Section 5.8.11** (Site Register) of this **PART A**.

5.8.22.2 **Use of Sub-duct and Manhole Space**

-
- (a) The Access Seeker shall only use the Sub-duct and Manhole Space for the sole purpose of providing communication services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint from the Access Provider, or owner or any of the other access seekers either at or using the Sub-duct and Manhole Space.
 - (b) If the Access Seeker has not complied with **Section 5.8.22(a)** (Use of Sub-duct and Manhole Space) of this **PART A**, the Access Seeker shall take the necessary rectification or remedial action to address any complaints made by the Access Provider or other access seekers either at or using the Sub-duct and Manhole Space.
 - (c) The Access Seeker shall not assign, share, re-supply, sublet and/or sublease the Sub-duct and Manhole Space to any other party in any manner whatsoever.
 - (d) The Access Seeker's right to use the Sub-duct and Manhole Space and the right of access does not entitle the Access Seeker to any proprietary rights or interest whether under statute, common law, equity or any theory of law in any building, land, fixture, or other structure.
 - (e) The Access Seeker is required to use an accredited list of sub-contractors provided by the Access Provider, in relation to installation, maintenance, and rectification of the Access Seeker's equipment and fiber cable. All costs incurred by Access Seeker's personnel and appointed contractor in performing the fibre cable pulling in the sub-duct and manhole space is to be borne by the Access Seeker.
 - (f) The fibre cable pulling to be performed by Access Seeker shall be done in accordance to the agreed technical proposal document generated by the Access Seeker based on the site survey and approved by the Access Provider.
 - (g) The Access Seeker shall be required to pay a deposit to the Access Provider where the Access Provider;
 - (i) requires the Access Seeker to pay such deposit as may be determined by the Access Provider as security prior to commencing any works for the Access Seeker; and/or

-
- (ii) is required to pay any deposit to the local authority or any other third party in relation to the works to be done for or on behalf of the Access Seeker and such deposit is to be paid prior to the Access Provider paying such deposit to the local authority or other third party and prior to the Access Provider commencing work.

5.8.22.3 **Increase in Premium:** The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies with respect to the Access Provider's duct and manhole void or voidable or the increase in premium of the said policy. In the event of an increase in premium or other expenses on renewal of such policy or policies due to a breach or non-observance of this condition by the Access Seeker, the Access Seeker undertakes to repay all sums paid by the Access Provider including the expenses incurred thereto.

5.8.22.4 **Repairs**

- (a) In the event of any damage caused to the Sub-duct and Manhole Space and/or to any cables, facilities and equipment of the Access Provider by the Access Seeker, the Access Seeker shall, at its own cost and expense, restore and to forthwith make good any damage to the original state and condition (fair wear and tear excepted) as specified in the notice in writing given by the Access Provider to the Access Seeker. Where applicable, the Access Provider may specify all necessary repairs or, where damage cannot be made good with repairs to the original state and condition, such replacements to be effected to the facilities and equipment.
- (b) If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice (which period must be a reasonable time), the Access Provider may, whether or not together with its workmen, enter the Sub-duct and Manhole Space and make all necessary replacements and/or repairs to the cables, facilities and equipment. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker (less any deposit paid to the Access Provider pursuant to **Section 5.8.22.2(g)(i)** (Use of Sub-duct and Manhole Space) of this **PART A**) and shall be recoverable by the Access Provider save where the replacements and/or repairs were due to the natural failure of the structure or due to the Access Provider.

5.8.22.5 **Tenantable Condition:** The Access Seeker shall keep the Sub-duct and Manhole Space and the interior thereof including the Access Provider's fixtures in good and tenantable repair and condition (reasonable wear and tear excepted).

5.8.22.6 **Consents, Licenses and Approvals**

- (a) The Access Seeker shall be fully responsible to obtain all necessary consents, permits, plans, drawings, approvals and licenses from third parties and governmental authorities or agencies prior to commencing the installation, maintenance or/and removal works.
- (b) The Access Seeker shall further observe and comply with all laws, by-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.
- (c) The Access Seeker shall further observe and perform and cause all its employees, independent contractors, agents or invitees to observe and perform all manuals, rules and regulations made by the Access Provider (and which rules and regulations equally apply to all access seekers and Access Provider) from time to time and notified to the Access Seeker in writing provided always that the Access Provider shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees, independent contractors, agents or invitees save where the Access Provider has been negligent.

5.8.22.7 **Installation of Equipment**

- (a) The Access Seeker shall at its own cost and expense install the cables inside the preselected sub-duct to be determined by the Access Provider. The Access Seeker shall only be permitted to install fiber optic cables (and no other types of cables) in the Duct and Manhole Space. Prior to any installation works to be carried out by the Access Seeker, the Access Seeker shall first submit a technical proposal containing such information required by the Access Provider and in the format determined by the Access Provider for the Access Provider's review and approval.
- (b) The Access Seeker shall ensure that all cables, equipment, system or devices on the Sub-duct and Manhole Space shall:

-
- (i) be type-approved and comply with all relevant laws and regulations including obtaining the necessary licences, permits and approvals;
 - (ii) not cause any interference to the Access Provider's and/or any other access seekers' equipment or services provided in or around the Sub-duct and Manhole Space;
 - (iii) adhere to and have been tested in accordance with the international industry standard (such as the International Telecommunication Union-Telecommunication Standardization Sector and International Electrotechnical Commission); and/or
 - (iv) adhere to the operational manual of the Access Provider when installing the cables or/and during the recovery work.
- (c) In the event that:
- (i) the Access Seeker fails to fulfil its obligations under this **Section 5.8.22.7** (Installation of Equipment) of this **PART A**; or
 - (ii) the cables, equipment, system or devices of the Access Seeker is or poses a threat or danger to the public health and safety or the Access Provider and/or other access seeker's facilities, equipment, device or system,
- the Access Provider may direct the Access Seeker to take such remedial action as may be necessary to remedy such breaches including temporary shutting down of the equipment, system or devices.
- (d) The Access Seeker shall ensure that all personnel deployed for the installation of the cables, including operation of any equipment, machinery and tools are fully trained, qualified, competent and properly certified in environmental, safety and health aspects and adhere to all requirements of any applicable law.
 - (e) The Access Seeker shall only be permitted to install its cables, equipment, system and/or devices on the Sub-duct and Manhole Space for the provision of its Communication Services and shall not be permitted to install any other operator's cables,

equipment, system and/or devices on the Sub-duct and Manhole Space.

- (f) The Access Seeker shall not damage, tamper, modify, alter or handle any cables, equipment, system or devices belonging to the Access Provider or any other access seeker in the Sub-duct and Manhole Space.
- (g) With reference to the Insurance Requirements set out in **Schedule 3** (Security, Insurance and Credit Information Requirements), the Access Seeker is responsible for insuring its equipment and shall purchase the necessary insurances when carrying out any works including installation works on the duct and manholes. In particular, the Access Seeker shall obtain or procure an appropriate insurance against all risks of physical loss or damage to the Access Seeker's work for the duration of the works and the insurance shall be in the amount which is sufficient to insure the full value of the works carried out by the Access Seeker.

5.8.22.8 **Occupational, Safety and Health Requirements, Environmental Matters and Security Procedures**

(a) **Compliance with Occupational, Safety and Health (OSH) Requirements**

- (i) The Access Seeker shall comply and shall secure compliance by his personnel and agents at all times during the term of usage of the Sub-duct and Manhole Space with the followings:
 - A. Factories and Machinery Act, 1967 (Act 139) and its subsidiary legislations;
 - B. Occupational Safety and Health Act, 1994 (Act 514) and its subsidiary legislations;
 - C. Industry Code of Practice For Safe Working In A Confined Space 2010;
 - D. all other relevant occupational safety and health requirements imposed by law including any subsequent amendments to or re-enactment of the said law;

-
- E. any directives or order by Access Provider or relevant authorities relating to occupational safety and health requirements; and
 - F. all guides, codes and recommendations issued or made by the government, professional or trade organization or other official or responsible relating to occupational safety and health.

The above are hereinafter collectively referred to as the “**OSH Requirements**”)

- (ii) So far as is practicable, the Access Seeker shall take all precautions necessary to protect the environment, property and its own employees and any employees of Access Provider and any other persons who are at any time directly or indirectly affected by the operations of the Access Seeker. Such precautions shall include but is not limited to the provision of information on the material and substances to be used, hazards and risks involved in the performance of the works.
- (b) **Supervisory Personnel:** The Access Seeker shall, from time to time, provide such other personnel and resources as may be required to ensure the effective implementation of the OSH measures as stipulated in **Section 5.8.22.8(c)** (Occupational Safety and Health Measures) of this **PART A**, on site.
- (c) **Occupational Safety and Health Measures**
- (i) Once on site, the Access Seeker shall familiarize itself with the area of the site where the works are to be performed and any operating units bordering the same and the hazards which might be encountered in carrying out the works for which he has contracted. The Access Seeker shall fully co-operate and comply with any directives from the Access Provider or any regulatory authority, should any of them consider there is hazard involved and request the Access Seeker therefore to alter its mode of operations.
 - (ii) The Access Seeker shall be under an obligation to take all reasonable measures in relation to the type of works undertaken and shall conduct itself, manage its work force and carry out its operation in such a way as to comply at

all times with obligations and duties under the OSH Requirements.

- (iii) The Access Seeker shall ensure the usage of Personal Protective Equipment (PPE) whenever it is required and shall provide the PPE at the Access Seeker's own expense as required by its personnel to comply with the OSH Requirements.
- (iv) The Access Seeker shall ensure that the tools and safety equipment, and other items used in the execution of the works are in a safe, sound, good condition, calibrated timely and capable of performing the function for which they are intended.
- (v) The Access Seeker shall attend the relevant training and acquire the requisite competence/skills for the execution of the works and inclusive methods to carry out the duties in a safe manner and without causing any risk to health as required and regulated by Department of Occupational Safety and Health Malaysia (DOSH) in accordance with the legislations stated in **Section 5.8.22.8(a)(i)A, B and C** (Compliance with Occupational, Safety and Health (OSH) Requirements) of this **PART A**.
- (vi) The Access Seeker shall ensure its employees or any other persons employed through the Access Seeker attend OSH Induction, namely 'NIOOSH-TM Safety Passport (NTMSP)' program conducted by the 'National Institute of Occupational Safety and Health (NIOOSH)' or any other related OSH certification required by regulatory body/relevant authorities before assigning them to work on site. The Access Seeker shall renew the NTMSP for all employees every three years (if applicable).
- (vii) For purpose of work execution in a confined space involving the Access Provider's manhole, the Access Seeker shall use its own 'Permit-To-Work (PTW) For Working In Confined Space'.

(d) **Incident**

- (i) The Access Seeker shall immediately notify the Access Provider any incident (including but not limited to accident, dangerous occurrence, occupational poisoning,

occupational disease, near misses) and/or non-compliance of OSH Requirements, 'Notice of Prohibition (NOP)' and/or 'Notice of Improvement (NOI)' and/or warning made by and/or received from DOSH or other regulators arising from the execution of the works, within twenty-four (24) hours from the time of occurrence.

- (ii) The Access Seeker shall furnish to the Access Provider full details of such incident (but not limited to accident, dangerous occurrence, occupational poisoning, occupational disease, near misses) and/or non-compliance of OSH Requirements, 'Notice of Prohibition (NOP)' and/or 'Notice of Improvement (NOI)' and/or warning made by and/or received from DOSH or other regulators/authorities or other relevant information in writing as may be required by the Access Provider within two (2) days after the occurrence.
- (iii) The Access Provider shall be entitled to carry out any investigations of such incident as in **Section 5.8.22.8(d)(i) and (ii)** (Incident) of this **PART A**. The Access Seeker shall undertake to render full assistance to the Access Provider for purposes of such investigations.

(e) Non-Compliance of OSH Requirements

- (i) Without prejudice to the Access Seeker's obligations as set out herein, Access Provider shall have the right at any time and from time to time to carry out OSH inspection and audit during performance of the works hereunder.
- (ii) If during the performance of works under the Agreement, Access Provider informs the Access Seeker that it is of the opinion that the Access Seeker is:
 - A. not conducting the works in compliance with **Section 5.8.22.8(a)** (Compliance with Occupational, Safety and Health (OSH) Requirements), **(b)** (Supervisory Personnel) and **(c)** (Occupational Safety and Health Measures) of this **PART A**; or
 - B. conducting the works in such a way as to endanger Access Seekers' and its sub-contractor's employees,

any third party, plant, equipment, materials or environment,

the Access Seeker shall promptly remedy that breach of the OSH Requirements. The Access Provider may direct the Access Seeker to suspend the work until such time as the Access Seeker satisfies the Access Provider that the works will be resumed in conformity with applicable OSH Requirements. During the period of suspension, the Access Provider shall not be liable to any cost or losses incurred by the Access Seeker.

- (iii) If the Access Seeker fails to rectify any breach of OSH Requirements for which the work has been suspended, or if the Access Seeker's performance has involved recurring breaches of OSH Requirements, Access Provider may at its option terminate the works forthwith, without any liability and further obligation to the Access Seeker.
- (iv) Notwithstanding anything else in this Agreement, the Access Provider has the absolute discretion and right to determine, introduce, amend, review and/or update the OSH Requirements from time to time, provided that prior notification will be made to the Access Seeker.

(f) Environmental Protection

- (i) The Access Seeker shall pay due regard to the environment by acting to protect air, water, animal and plant life from adverse effect of the Access Seeker's and the Access Provider's activities, and to minimize any adverse effect which may arise from such operations in accordance with government and company environmental policies.
- (ii) The Access Seeker shall adhere to existing national statutory regulations concerning discharges resulting from the performance of the work.
- (iii) The Access Seeker shall not, under any circumstances dump, throw or dispose of any refuse, oily wastes, toxic substances, debris or garbage illegally.

(iv) The Access Seeker shall ensure spill prevention is practiced and in place, where necessary. For example, chemicals/fuel is stored in durable containers, secondary containment at the chemical/fuel storage area and during handling of chemicals/fuel, etc. which are labelled properly.

(g) **Compliance with Security Procedures:** The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by the Access Provider from time to time on site access and security procedures with respect to access to and use of the Sub-duct and Manhole Space. Further the Access Seeker shall take all such necessary measures to prevent unauthorised access to the Sub-duct and Manhole Space.

5.8.22.9 Maintenance of Equipment

(a) The Access Seeker shall be responsible for the operation and maintenance of its Equipment, system and/or devices at the Sub-duct and Manhole Space.

(b) In the operation and maintenance of the cables, Equipment, systems and/or devices at the Sub-duct and Manhole Space, the Access Seeker must:

(i) take such other action as a reasonably prudent Access Seeker would in operating and maintaining its Equipment, systems and/or devices;

(ii) keep the Sub-duct and Manhole Space in a tidy and safe condition at all times; and

(iii) the Access Seeker shall reimburse the Access Provider for any repair work cost incurred as a result to restore the damage caused by the Access Seeker to the Access Provider's ducts and manhole.

(c) If a fault, defect or problem with the Access Seeker's cables, Equipment, systems and/or devices at the Sub-duct and Manhole Space causes or may cause damage to the Sub-duct and Manhole Space and/or to the Access Provider's and other access seeker's equipment and/or facilities, the Access Seeker must:

-
- (i) notify the Access Provider in writing as soon as practicable;
 - (ii) repair the fault, defect or problem to the Access Seeker's cables, Equipment, systems and/or devices and/or take other appropriate corrective action immediately to the Access Provider's satisfaction; and
 - (iii) the Access Seeker shall reimburse the Access Provider for any repair work cost incurred as a result to restore the damage caused by the Access Seeker to the Access Provider's ducts and manhole.
- (d) If the Access Seeker detects a fault, defect or problem in the Sub-duct and Manhole Space, it must notify the Access Provider as soon as possible.

5.8.22.10 **Providing Information:** Upon completion of the installation or recovery work, the Access Seeker shall submit the relevant documentations containing information (before and after) of the work, location and the surrounding area of the installation work showing the modification of the existing underground infrastructure and placement of cable within the Sub-duct and Manhole Space, to the Access Provider.

5.8.23 Access Provider's Obligations

5.8.23.1 **Exclusive Possession:** The Access Seeker recognises that it does not have exclusive possession of the Sub-duct and Manhole Space since the Access Provider occupies the Sub-duct and Manhole Space and may sub-let or intends to sub-let the Sub-duct and Manhole Space to other parties. However, the Access Provider agrees that it shall not tamper, modify, alter or handle or interfere with equipment, system or devices belonging to the Access Seeker at the Sub-duct and Manhole Space for the duration of the agreement unless an emergency situation arises and immediate notice has been given to the Access Seeker.

5.8.23.2 Physical Access

- (a) The Access Provider shall establish operations and maintenance manuals which will be made available to the Access Seeker, containing reasonable processes and procedures, and technical specifications relating to the Duct and Manhole Access including but not limited to:

-
- (i) safety, security and occupational health and safety;
 - (ii) laying, maintenance, restoration and removal of cables;
 - (iii) entry to manholes;
 - (iv) sealing or closing of manholes; and
 - (v) standard operating procedures, including quality control in connection with the performance of work within ducts and manholes.
- (b) The Access Provider's processes and procedures for Duct and Manhole Access (which applies to both the Access Provider and the Access Seeker) shall:
- (i) not be intentionally designed to deny or have the effect of denying or delaying the Access Seeker's access to ducts and manholes;
 - (ii) not completely or substantially prohibit the Access Seeker from physically accessing ducts and manholes unless the Access Provider has been directed in writing to do so by the government (in which case, the Access Provider shall notify the Commission); and
 - (iii) be no more restrictive or onerous than the processes and procedures that the Access Provider imposes on its own personnel who physically access ducts and manholes.
- (c) The Access Provider shall allow the 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 the Sub-duct and Manhole Space for the Access Seeker to perform operations or maintenance activities. The Access Provider shall provide:
- (i) immediate physical access for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week upon notice; and

-
- (ii) physical access at the time requested for planned maintenance requests on the shorter of five (5) Business Days' notice.

5.8.23.3 Maintenance and Rectification

- (a) The Access Provider shall:
 - (i) ensure that it maintains in reasonable working condition all ducts and manholes, subject to **Section 5.8.23.3(a)(ii)** (Maintenance and Rectification) of this **PART A**;
 - (ii) on written notice by the Access Seeker, or upon otherwise becoming aware, that any duct or manhole does not comply with **Section 5.8.23.3(a)(i)** (Maintenance and Rectification) of this **PART A**, perform within forty (40) Business Days such activities as required to rectify such non-compliance subject to **Section 5.8.23.3(a)(iii)** (Maintenance and Rectification) of this **PART A**; and
 - (iii) in the case of broken/blocked ducts resulting in lack of capacity, conduct reasonable remediation, to the extent technically feasible, and in a timely manner.

If the ducts and manholes that are only used by the Access Seeker are beyond repair and both the Access Provider and the Access Seeker agree that replacement is required, the Operators shall mutually agree on the reasonable costs to be shared between the Access Provider and the Access Seeker.

Nothing herein shall oblige the Access Provider to repair or replace the ducts if the Access Provider is of the view that it is not commercially viable to do so. And in such cases, the Access Provider will offer subject to availability the alternative routes for the Access Seeker's consideration.

- (b) The Access Provider shall not be responsible for any damage to the Access Seeker's cables, Equipment, system and/or devices at the Sub-duct and Manhole Space caused by fire, water leakage, or by any other causes or reasons unless due to the Access Provider's negligence.

5.8.23.4 Relocation

-
- (a) In the event the Access Provider is required to relocate the Sub-duct and Manhole Space due to the requirements of any governmental authorities or other third parties such as landowners or building owners, the Access Seeker:
 - (i) will be responsible for the relocation of its own cables and equipment at no cost to the Access Provider; and
 - (ii) will be required to pay the agreed charges with respect to the installation of new cables and equipment at the relocated site.
 - (b) If the position, measurements, boundaries and area of the Sub-duct and Manhole Space shall differ or vary from the original position, measurements, boundaries and area, such difference shall not constitute a breach and this Agreement shall remain in full force and effect.
 - (c) The rental shall be adjusted in proportion to the difference in the measurements and shall be agreed by both Parties.

5.8.24 **Vacating the Sub-duct and Manhole Space**

5.8.24.1 The Access Seeker shall on the expiration or termination of the Duct and Manhole Access, at its own cost and expense, remove all its cables, equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly make good the Sub-duct and Manhole Space to the Access Provider with all the Access Provider's fixtures and additions thereto in good and tenantable repair and condition (fair wear and tear excepted) in accordance with the covenants herein contained.

5.8.24.2 The Access Seeker shall be given a grace period of ten (10) Business Days effective from the expiry or termination of the Duct and Manhole Access to vacate the Sub-duct and Manhole Space, during which no monthly rental will be charged by the Access Provider. Should the cables, equipment, system or devices not be removed within the grace period, the Access Provider shall have the right to:

- (a) charge for the use of the Sub-duct and Manhole Space at the rate of two (2) times the current rental calculated on per day basis or the cost of reinstatement as debt due and payable;

-
- (b) remove the cable, equipment, system and/or devices of the Access Seeker and the Access Seeker shall reimburse the Access Provider to the cost of removing the same; and
 - (c) without any liability to the Access Seeker, dispose of the cable, equipment, system and/or devices in such manner as the Access Provider deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, the Access Provider shall have a lien on the cables, equipment, system or devices and is entitled to retain such cables, equipment, system or devices or to sell the cables, equipment system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. The Access Provider shall be entitled to set off the proceeds from the sale of the cables, equipment, system or devices against any and all debts due by the Access Seeker to the Access Provider. Any balance in the proceeds from the sale shall be returned to the Access Seeker.

5.9 Digital Terrestrial Broadcasting Multiplexing Services

Not applicable.

5.10 MNVO Access

Not applicable.

5.11 Domestic Inter-Operator Roaming Service

Not applicable.

5.12 5G Services

Not applicable.

5.13 IP Transit Service

Not applicable.

[The remainder of this page is intentionally left blank]