

eB TECHNOLOGIES (M) SDN BHD

(Company No : 482157-A)

ACCESS REFERENCE DOCUMENT

A. INTRODUCTION

A.1 Background

This is the Access Reference Document (“ARD”) of eB Technologies (M) Sdn Bhd (hereinafter referred as “eB”) which was prepared pursuant to the Ministerial Direction To Determine a Mandatory Standard on Access, Direction 2 of 2003 whereby the Malaysian Communications and Multimedia Commission issued the Commission Determination on the Mandatory Standard on Access Determination No. 2 of 2005 (“MSA Determination”). In accordance to Section 5.3.2 of the MSA Determination, eB is required to prepare and maintain an ARD in relation to network facilities or network services on the Access List which eB provides to itself or third parties and which :-

- (a) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
- (b) does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

A.2 Standard Access Obligations

eB's ARD strives to be consistent with the standards and principles set out in the MSA Determination and Section 149 of the Communications and Multimedia Act 1998 namely on the basis of reasonableness of terms and conditions, equitable and non discrimination.

B. OVERVIEW OF eB'S ARD

B.1 Scope of ARD

The terms and conditions of eB's ARD are only applicable to the network facilities or the network services on the Access List.

B.2 Facilities and Services provided under eB's ARD

The terms and condition of this ARD shall apply to the following facilities and services :-

- 1) Interconnect Link Service; and
- 2) Domestic Network Transmission Service

B.3 Structure of ARD

This ARD is made up of 2 parts. Part 1 is made up of the following sections :-

Section 1 – Service List;
Section 2 – Application Process for Access; and
Section 3 – Other terms and Conditions

Part 2 is made up of the following Schedules :-

Schedule 1 Billing and Settlement
Schedule 2 Relationship Management
Schedule 3 Dispute Resolution
Schedule 4 Forecast
Schedule 5 Ordering and Provisioning
Schedule 6 Technical and Implementation
Schedule 7 Operations and Maintenance
Schedule 8 Price List

Annex A : Quality of Service Levels
Annex B : Fault Rectification Response Times

This ARD sets out the terms and conditions on which eB will provide network services or network facilities to an Access Seeker. It should be noted that this ARD is not an offer to enter into a legally binding agreement. It is a reference document that provides an indication as to the terms and conditions upon which eB would be prepared to provide access. The provision of access to the network services or network facilities of eB is subject to the execution of an Access Agreement with eB.

C. AVAILABILITY OF eB'S ARD

An Access Seeker who is interested in entering into an Access Agreement with eB pursuant to eB's ARD may request for a copy of the ARD which will be made available to the Access Seeker upon signing a non disclosure agreement with eB.

1. Definitions

1.1 The following words shall have the meanings in this ARD unless otherwise stated :-

“Act” means the Communications and Multimedia Act 1998 or any amendments thereto;

“Access Agreement” means an agreement entered into between the Operators pursuant to this ARD or an agreement which has been negotiated on a commercial basis between the Operators whereby eB as the Access Provider provides the requested network facilities or services listed in the Access List to the Access Seeker;

“Access List” means the list of facilities or services determined by the Commission under Section 146 of the Act;

“Access Seeker” means an Operator who is a network facilities provider, network services provider, application service provider or content application service provider who is duly licensed under the Act and who has made a request for access to the Access Provider for the facilities or services provided by the licensed Access Provider listed in the Access List;

“Access Provider” means an Operator duly licensed under the Act whose network is directly connected and over which the Services are supplied;

“ARD” means Access Reference Document;

“Billing Dispute” means the dispute of a bill or invoice prepared by an Operator to another Operator which dispute is made in good faith and with reasons

“Billing Period” means the period over which the supply of access to network services or network facilities is measured for the purposes of billing as contemplated in the provisions of the MSA which shall not be more than thirty (30) days and in accordance to the relevant calendar month unless otherwise agreed between the Parties;

“BGR” or “Border Gateway Router” means a router designed for the inter-connection of two autonomous systems;

“Call Communications” means communications involving (in whole or in part) a number used in the o

eration of each Operator's network including message communications;

"Commission" means the Malaysian Communications and Multimedia Commission;

"Charges" means the sums payable by the Access Seeker to eB for the provision of network facilities or services listed in the Access List;

"Customer" means a person having a contractual relationship with the Operator for the provision of the Facilities or Service by the Operator;

"Due Date" means in respect of a bill or invoice, fourteen (14) days from the date of receipt of the bill or invoice;

"Facilities" means network facilities and or other facilities which facilitate the provision of network services or applications services including content application services;

"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;

"Forecast" means a forecast made by the Access Seeker referred to in the provisions of the MSA;

"Gateway" means a designated digital trunk switch which provides operational inter-working between the Operators' network and provides an agreed interface between the signaling, switching, transmission and operations system of each Operator and supports one or more POIs

"IP" or "Internet Protocols" means network-layer (Layer 3) protocol, as defined by the Internet Engineering Task Force, that contains addressing information and some control information that enables packets to be routed;

"Interconnect Capacity" means a Facility or Service which is measured in 2 Mbit/s or other agreed units between a Gateway and a POI which enables the physical connection between the networks of the Operators for the purposes of providing one or more Access Services or the Interconnect Link as defined hereinbelow;

"Interconnection Link" means a physical link connecting the networks of the Access Seeker and Access Provider;

“Interconnection Service” means Facilities or Services (including the physical connection between separate networks) to facilitate connectivity provided by an Access Provider to an Access Seeker which involves or facilitates the carriage of communications between an end user connected to the network of the Access Provider and a Point of Interconnection;

“MSA” means the Commission Determination on the Mandatory Standard on Access, Direction No. 2 of 2005;

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

“Network Capacity” means equipment and facilities required to be installed at eB’s Network for use in the provision of one or more Access Services;

“Parties” means the Access Seeker and the Access Provider and the word “Party” shall refer to either the Access Seeker or the Access Provider as the context requires;

“Point of Interface” means a point at or between the network facilities which demarcates the Network of an Access Provider and the network of the Access Seeker and is a point at which communication is transferred between the network facilities and includes the POI and POP;

“Point of Interconnection” or “POI” means a point at or between Soft Switch(es) which demarcates the Network of an Access Provider and the network of the Access Seeker and is a point at which communication is transferred between the interconnecting networks;

“Point of Presence” or “POP” means a point at which an Access Seeker has established itself for the purpose of obtaining access to network facilities or network services and is the point at which communication is transferred between the Access Seeker and the Access Provider;

“Operator” means a network facilities provider, network services provider, application service provider or content application service provider (as the context requires) who is an Access Seeker or an Access Provider (as the context requires);

“Service” means network services and or other services which facilitate the provision of network services or applications services including content application services.

“Soft Switch” means []

1.2 In this ARD, unless the context otherwise requires :-

- a) the singular includes the plural and vice versa;
- b) a reference to an agreement or another instrument includes any variation supplement or replacement of any of them;
- c) a reference to a statute, ordinance, regulations, code or other law and other instruments under it shall include any any consolidations, amendments, reenactments or replacements of any of them
- d) reference to a person includes a firm, body corporate, inincorporated association or an authority;
- e) a reference to a person includes the person's executors, administrators, successors, substitutes (including but not limited to novation) and assigns;
- f) headings are included for convenience and do not affect the interpretation of this ARD.

PART 1 – SECTION 1

Service List

The network services or network facilities that eB provides to itself or third parties are:

1. Interconnect Link Service

An Interconnect Link Service is a Facility or Service which enables the physical connection between the network of the Access Provider and the network of the Access Seeker for the purpose of providing an Interconnection Service.

2. Domestic Network Transmission Service

A Domestic Network Transmission Service is a facility or service for the carriage of communications between transmission points (not being Customer transmission points) via network interfaces at such transmission

rate as may be agreed between the Access Provider and the Access Seeker on a permanent basis.

3. Internet Interconnection Service

The Internet Interconnection Service is a Facility and/or Service for the carriage of data in digital form between one or more POI at a BGR of an Access Provider's network and the IP addresses directly connected to the Access Provider's network.

4. Fixed Network Origination Service

A Fixed Network Origination Service is an Interconnection Service provided by means of a Fixed Network for the carriage of call communications from customer equipment to a POI. The Fixed Network Origination Service comprises transmission and switching for Fixed Network-to-Fixed Network and Fixed Network-to-international outgoing calls which require connectivity using Voice over Internet Protocol (VoIP) networks.

5. Fixed Network Termination Service

A 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 customer equipment. The Fixed Network Termination Service comprises transmission and switching for Fixed Network-to-Fixed Network which require connectivity using Voice over Internet Protocol (VoIP) networks.

6. Network Co-Location Service

The Network Co-Location Service is a Facility and/or Service which comprises in-span interconnection, which is the provision of a POI at an agreed point on a physical cable linking an Access Provider's network facilities to an Access Seeker's network facilities.

PART 1 - SECTION 2

Application Process for Access

1. Introduction

- 1.1 An Access Seeker shall request eB to supply the network facilities and or network services listed in the Access List by serving an Access Request in writing to eB.

1.2 The Access Request shall contain :-

- (a) the name and contact details of the Access Seeker;
- (b) the type of access required i.e. the network services or network facilities in respect of which access is sought;
- (c) whether the Access Seeker wishes to accept the ARD or to negotiate an Access Agreement;
- (d) the service date(s) the Access Seeker reasonably requires;
- (e) the relevant technical information relating to the interface Standards of the Access Seeker;
- (f) relevant information relating to the Access Seeker's Network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect the Access Provider's Network;
- (g) forecasts of the capacity the Access Seeker will reasonably requires;
- (h) the quality of service the Access Seeker requires;
- (i) in the event that the Access Seeker requests to negotiate an Access Agreement, the Access Seeker must provide the following information:
 - (i) the names of personnel the Access Seeker nominates to represent the Access Seeker in the negotiations and, in respect of each of those personnel his or her contact details, his or her job title and details of his or her availability for the access negotiations;
 - (ii) the identity of the negotiating team leader, and the Access Seeker shall ensure that the negotiating team leader shall have authority to make binding representations on behalf of the Access Seeker in relation to matters arising from the negotiations (subject to final approval from the Board of Directors, if required by the Access Seeker);
 - (iii) the information (if any) the Access Seeker reasonably requires the Access Provider to provide for the purposes of

the negotiations, which is stated in Section 5.3.6 of the MSA.

- (j) such other information as the Access Provider may reasonably request.

1.3 In addition, the following documents must be included together with the Access Request:

- (i) a copy of the licence issued under the CMA certified by the company secretary or evidence (certified by the company secretary) that the Access Seeker has been registered with, or been provided a licence by, the Commission;
- (ii) a copy of the following documents certified by the company secretary:
 - (a) certificate of incorporation;
 - (b) certificate of change of name (if applicable);
 - (c) the latest annual returns, Form 24 (Return of Allotment of Shares), Form 44 and Form 49 (Return giving Particulars in Register of Directors, Managers and Secretaries and Changes of Particulars);
 - (d) the Memorandum and Articles of Association; and
 - (e) the board of directors' resolution authorising the execution of the confidentiality agreement;
 - (f) the specimen signatures, full names, and national registration identity card numbers of the persons authorised to sign the confidentiality agreement.
- (iii) two copies of a confidentiality agreement to be executed by the Parties.

1.4 In the event that eB does not receive all the information specified hereinabove, eB may not provide the Access Seeker with the information requested.

2. Response to Access Request

2.1 Within ten (10) business days (excluding Saturday and Sunday) of receipt of the Access Request, eB shall respond to by either:

- (a) accepting your Access Request, and issuing the Acceptance of Access Request; or
- (b) requesting for further information, and issuing the Further Information Response; or
- (c) agreeing to your request to negotiate, and issuing the Negotiation Response; or
- (d) rejecting your Access Request, and issuing the Rejection of Access Request.

2.2 Acceptance to Access Request

Upon receipt of the Access Request, if eB is satisfied with the information provided, eB shall within ten (10) business days issue and provide the following information:

- (a) eB's description of each of the network services and network facilities that may be supplied by eB;
- (b) the application forms required to be completed by the Access Seeker to apply for access to network facilities and network services;
- (c) eB's current access charges for access to network facilities and network services, including individual and or wholesale offerings;
- (d) all relevant technical information relating to the network services or network facilities which may be the subject of the Access Request, including but not limited to any physical and logical interfaces of its network necessary to allow the development and deployment of communications services, value-added services and communications equipment that can interconnect to, and interoperate with, eB's network;
- (e) any security requirements, insurance requirements and creditworthiness information required by the Access Provider under subsections 5.3.8, 5.3.9 and 5.3.10 of the MSA.

2.3 If eB is unable to provide any of the information listed in 2.2 above within the stipulated time period, the time period shall be extended by a further ten (10) business days. Following thereon, the Access Seeker may choose whether to proceed with the application. If the

Access Seeker choose not to proceed with the application, the Access Seeker will inform eB accordingly in writing.

2.4 If the Access Seeker choose not to proceed with the application, the information so provided by the Access Seeker shall be subject to the confidentiality obligations and eB shall not in anyway (whether directly or indirectly) utilise any such information.

2.5 If after perusing and considering the documentation and information provided by eB in Section 4.1 hereinbelow the Access Seeker wish to proceed with the Access Request, the Access Seeker must within a period of ten (10) business days of receipt of the said documentation provide eB with written confirmation that the Access Seeker either wish to proceed with the Access Request on the terms provided or, whether the Access Seeker wish to negotiate on specific terms.

3. Request for Further Information

3.1 eB may request the Access Seeker to provide further information pursuant to the Access Request by issuing a request in writing.

3.2 Upon receipt of the request, the Access Seeker is required within ten (10) business days provide the further information to eB.

3.3 If eB is of the opinion the information provided is sufficient for it to make a decision as to whether to accept or reject the Access Request, it shall reconsider the Access Request and inform the Access Seeker of its decision within ten (10) business days from the date eB has received the further information from the Access Seeker.

3.4 For the avoidance of doubt, eB may make more than one request for additional information from the Access Seeker in order for eB to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions of Sections 3.2 and 3.3 above.

3.5 If the Access Seeker do not provide the further information in response to a request made by eB, then it shall be deemed that the Access Seeker have revoked its Access Request. Such revocation shall be without prejudice to the Access Seeker submitting a fresh Access Request.

4. Agreement to Negotiate

4.1 If the Access Seeker have submitted an Access Request which contains a request to negotiate the terms and conditions of the Access Agreement, then eB shall:

- (i) use its best endeavours to conclude the Access Agreement within one hundred and twenty (120) days of the written request to commence negotiations;
- (ii) provide the Access Seeker with the information set out in Section 2.2 above;
- (iii) require the Access Seeker to provide all relevant technical information relating to the Access Seeker's network which eB may reasonably need; and
- (iv) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

5. Rejection of Access Request

- 5.1 If eB rejects the Access Request made by the Access Seeker, eB will issue a rejection in writing to the Access Seeker stating the reasons and basis for the rejection.
- 5.2 In the rejection notice, eB shall specify a date, time and venue, not later than ten (10) business days from the date of the rejection, at which the representatives of eB will be available to meet with the representatives of the Access Seeker to discuss the rejection notice.
- 5.3 If the Access Seeker do not attend the specified venue, and on the date and time stated, then such failure shall be deemed to be acceptance of the basis of rejection of the Access Request by eB.
- 5.4 If the Access Seeker attends, and the rejection of the Access Request is not resolved (whether at that meeting or any subsequently agreed meeting), then either party may initiate the Dispute Resolution Procedures as set out in the provisions of the MSA.
- 5.5 Pending the final determination of the dispute, eB shall not be obliged to provide access to the Access Seeker.

6. Right of Rejection

- 6.1 eB may reject the Access Request made by an Access Seeker if the request for access to eB's listed network facilities or network services is deemed to be unreasonable based on any of the following grounds:

- (a) the information provided by the Access Seeker is incomplete;
- (b) it is not technically feasible (as determined in accordance with the criteria set out in Section 5.4.17 of the MSA) to provide access to the network facilities or network services requested by the Access Seeker;
- (c) eB has insufficient capacity to provide the requested network services or network facilities based on the reasons set out in Section 5.4.18 of the MSA
- (d) eB reasonably believes that the Access Seeker may fail to make timely payments for the requested network facilities or network services;
- (e) eB reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions set out in this ARD for the relevant network facilities or network services;
- (f) eB reasonably believes that the safety of its network will be compromised by the grant of the access requested;
- (g) eB reasonably believes that the provision of access to the Access Seeker will be in furtherance of an activity which is illegal under Malaysian law; or
- (i) eB reasonably believes that the provision of access to the Access Seeker will be contrary to the provisions and objectives of the CMA.

6.2 Notwithstanding Clause 6.1 above, eB may reject an Access Request to eB's listed network facilities or network services if the terms and conditions requested by the Access Seeker for such access are in the opinion of eB unreasonable, notwithstanding that the Access Request itself is deemed to be reasonable.

7. Applicability for Additional Services

Notwithstanding that the Access Seeker may have entered into an access agreement with eB, the Access Seeker shall, for each additional service or facility for which the Access Seeker require access to in addition or in substitution to the access already provided under an access agreement,

submit an Access Request in accordance with these provisions set out above.

PART 1 – Section 3

Other Terms and Conditions

1. Costs and Expenses

Each Operator shall bear its own costs and expenses in relation to the preparation, negotiation and execution of an access agreement to which they are parties.

2. Applicable laws

The Access Agreement shall be governed by the laws of Malaysia and the Operators shall comply with all applicable directions issued by the Commission or other relevant authorities.

3. Reciprocity

An Access Provider must offer to acquire access to network facilities and network services on the same terms that it provides access to those network facilities and network services.

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PART 2

SCHEDULE 1

Billing and Settlement

This Schedule specifies the billing and settlement procedures with respect to billing, verification and payment of bills and raising of Billing Disputes.

1. Deposit and Charges

- 1.1 The Access Seeker shall pay eB the Charges for the Services provided by eB as specified in Schedule 8 herein or as prescribed by any instrument or law, whichever is applicable.
- 1.2 The Access Seeker acknowledges that eB in providing access to the Services may incur additional costs outside those envisaged by the Parties in an Access Agreement. The Access Seeker agrees to pay such additional costs to eB, in accordance with the terms and conditions as may be agreed between the parties.
- 1.3 The Access Seeker shall, in addition to the charges to be levied pursuant to the provisions of this Schedule, pay eB such amounts as are levied for the provision of or making available other or elements comprised in the network of eB the use or benefit of which is enjoyed by the Access Seeker but is not computed into the charge levied in Section 1.1 of this Schedule, and the amount of any taxes, duties and levies by government agencies.
- 1.4 Within thirty (30) days of the date of execution of the Access Agreement, the Access Seeker shall provide to eB security in the form of either an irrevocable unconditional bank guarantee or a cash deposit on such terms and conditions as may be reasonably acceptable to eB.

2. Billing

- 2.1 eB will issue bills or invoices (in writing and/or electronic form), in Ringgit Malaysia to the Access Seeker within fourteen (14) days from the expiry of each Billing Period. The bills or invoices shall be for all amounts due to eB in respect of the supply of Services during such Billing Period, including such amounts as referred to in Sections 1.1 and Section 1.3 above, less any rebates payable by eB to the Access Seeker under the Access Agreement. eB may send the hardcopy of the bills or invoices to the Access Seeker by post or courier.
- 2.2 eB will issue bills or invoices in monthly billing cycles, unless otherwise agreed in writing between eB and the Access Seeker, and each bill or invoices shall be supported by such information reasonably necessary to allow the Access Seeker to verify the bill or invoice.

2.3 eB shall provide, at the Access Seekers written request, the Access Seeker with an aggregated summary of bills or invoices for access to the Facilities and/or Services provided to the Access Seeker in monthly tranches.

2.4 The Access Seeker shall pay the bill or invoice by the Due Date.

3. Billing Errors

If the Access Seeker discovers an error in a bill or invoice, the Access Seeker ("Notifying Party") must notify the Access Provider within the period of fourteen (14) days from the date of receipt of the bill or invoice ("Notification Period"). The Access Provider who made the error must make necessary adjustment to correct that error in the next monthly bill.

4. Payment

4.1 The Access Seeker shall make full payment of all bills or invoices within thirty (30) days from the Due Date. Payment may be made either by cheque, banker's draft, cashiers order or electronic fund transfer directly to an account nominated by eB. eB may in its absolute discretion grant a discount to the Access Seeker as an incentive to make early payments.

4.2 Where the Access Seeker has paid an amount and subsequently notifies eB within the Billing Dispute Notification Period that the Access Seeker disputes a Bill issued by eB ("Billing Dispute"), eB is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount.

4.3 Once the Billing Dispute is resolved, and if eB is obliged to refund an amount to the Access Seeker ("Credit Amount"). Interest will be payable on the Credit Amount upon expiry of fourteen (14) days from the date of the Billing Dispute being resolved at the rate of eight per centum (8%) per annum on the Credit Amount which shall be payable from the date of the Billing Dispute to the date of payment.

4.4 All bills or invoices shall be stated in Ringgit Malaysia and payment from the Access Seeker must be made in Ringgit Malaysia and payment from the Access Seeker must be made in Ringgit Malaysia.

5. Billing Dispute Notification

- 5.1 If the Access Seeker disputes any bill or invoice (within the time period specified in Section 5.3 of this Schedule), the Access Seeker shall provide sufficient and complete information to eB relating to such dispute (“Billing Dispute Notice”) including:
- (a) the nature of the dispute, supported with necessary documents;
 - (b) the amount disputed;
 - (c) details of the bill or invoice and stating the Access Seeker’s account number with eB, the bill/invoice reference number, the bill/invoice date, and the amount billed; and
 - (d) such other information requested by eB as eB deems necessary to facilitate the expeditious resolution of the Billing Dispute.
- 5.2 A bill or invoice may be disputed by the Access Seeker if the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:
- (a) eB’s billing system is, or has been, defective or inaccurate in respect of the recording of the Services which are the subject of the Billing Dispute; or
 - (b) there is, or has been, a discrepancy between the bill or invoice in dispute and the records generated by the Access Seeker’s billing system; or
 - (c) there is, or has been, a fraud perpetrated by eB; or
 - (d) eB has made some other error in respect of the recording of the Services or calculation of the Charges; or
 - (e) such other reason or circumstance specified by the Access Seeker giving reasonable details for eB to investigate whether an error has occurred.
- 5.3 If the Access Seeker intends to dispute a bill or invoice, the Access Seeker must do so within fourteen (14) days of receipt of the disputed bill or invoice from eB, stating the reasons for the dispute and providing documentary proof of the same.
- 5.4 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this Section. If the Parties

are unable to resolve the Billing Dispute, then such Billing Dispute between the Access Seeker and eB will be resolved in accordance with Billing Dispute Resolution Procedure as set out in Schedule 3 herein.

5.5 Notwithstanding any provision in this Schedule, the Access Seeker agrees that where there is a discrepancy in the Services data showing a variance of not more than ten per centum (10%) from the bill in dispute, then that variance shall be acceptable by the Parties and shall not be subject to a Billing Dispute.

6. Late Payment Interest

6.1 eB shall be entitled to charge the Access Seeker late payment interest on all amounts outstanding with respect to any overdue bill or invoice, at the rate of eight per centum (8%) per annum calculated daily from the Due Date until the date of full payment.

6.2 Late payment interest which is chargeable by eB shall be added to the next Bill.

7. Right of Set-Off

7.1 The Access Seeker shall not deduct or set-off any amounts stated in any bill or invoice against any amounts which eB may owe the Access Seeker or which may be due from eB to the Access Seeker except where eB has consented in writing or eB is in liquidation

7.2 If the Access Seeker in contravention of this Section sets off or deducts any amounts from any bill or invoice (except if a Billing Dispute has been initiated under Section 5 of this Schedule), then eB may indefinitely suspend or with the Commission's consent terminate the provision of access until the Access Seeker pays the amount withheld.

7.3 The amount withheld shall be subject to interest as computed in accordance with Section 6 of this Schedule.

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PART 2

SCHEDULE 2

RELATIONSHIP MANAGEMENT

This Schedule sets out the processes rights and responsibilities of the Access Seeker and eB in relation to the facilitation of efficient working of this Access Agreement.

1. Access Management

1.1 General

1.1.1 The administration, management and implementation of the provisioning, utilisation, operation and maintenance of the access granted and obtained via any Access Agreement and shall be undertaken in accordance with the Relationship Management Protocol set out in this Schedule.

1.1.2 The Relationship Management Protocol shall be administered, managed and implemented by:

- (a) one (1) primary and one (1) substitute representative appointed by eB and the Access Seeker respectively; and
- (b) an interconnect steering group;

1.2 Access Seeker's Access Manager

1.2.1 During the duration of the Access Agreement, the Access Seeker will make available a senior management personnel who will be primarily dedicated to effecting this Relationship Management Protocol (the "Access Seeker's Access Manager").

1.2.2 The functions, duties and responsibilities of the Access Seeker's Access Manager includes:

- (a) to be the primary contact for eB in dealing with the Access Seeker for all matters required or necessary under the Access Agreement;
- (b) having overall responsibility for managing and coordinating the delivery performance and discharge of the obligations of the Access Seeker obligations to eB;
- (c) meeting regularly with the eB Representative; and
- (d) having the power and authority to make binding decisions with respect to actions to be taken by the Access Seeker in the

ordinary course of day-to-day management of its access arrangements in accordance with the Access Agreement.

1.2.3 The Access Seeker's Access Manager shall address all notices relating to the Access Agreement to the eB Representative. Unless otherwise agreed in writing or notice of under the hand of the Managing Director/Chief Executive Officer of eB, the Access Seeker's Access Manager must not take instructions or directions issued on behalf of eB from any person other than the eB Representative.

1.2.4 The Access Seeker may replace the appointed Access Seeker's Access Manager at any time and shall inform eB and the eB Representative in writing prior to effecting any such replacement. Notwithstanding the foregoing, the Access Seeker shall be bound by and shall comply with the agreements, decisions, acts, undertakings, representations and omissions of the Access Seeker's Access Manager prior to the date of receipt by eB of notice of the effective date of replacement.

1.3 eB Representative

1.3.1 For the duration of the Access Agreement, eB will designate a senior management personnel who will be authorised to act as eB's primary contact for the Access Seeker in dealing with eB in respect of matters arising out of or in connection with the Access Agreement (the "eB Representative"). eB may replace the appointed eB Representative at any time and shall inform the Access Seeker accordingly.

1.3.2 The eB Representative will have the power and authority to make decisions with respect to actions to be taken by eB in the ordinary course of its day-to-day management of the obligations of eB with respect to the operation of access to Network Facilities and Network Services under the Access Agreement.

1.3.3 The eB Representative is the conduit through whom all notices, communications, approvals, confirmations, certifications, and consents must be sent in respect of all aspects of the Access Agreement, except as may be notified in writing by eB from time to time. eB may appoint, remove or replace the eB Representative at its absolute discretion.

1.4 Interconnect Steering Group

1.4.1 eB and the Access Seeker will inform each other of the names of two (2) members (other than the Access Seeker's Access Manager and the eB Representative) who will serve on the interconnect steering group. ("ISG")

1.4.2 The ISG will be responsible for:

- (a) overseeing the performance of eB's and the Access Seeker's obligations under the Access Agreement and its compliance with the MSA and any other relevant instrument or law; and
- (b) addressing any and all issues escalated to it by any of the Parties generally.

1.4.3 The Parties may from time to time by mutual agreement add to or omit from the above list of responsibilities.

1.4.4 Either Party may change its two (2) representatives from time to time upon written notice to the other Party. In addition, the Parties may mutually agree to increase or decrease the size, purpose or composition of the ISG.

1.4.5 ISG meetings will be held at a convenient and practical location during working hours. Each Party will bear the costs of its participation in such meetings. The ISG will keep minutes of the decisions reached at each meeting and the Parties will comply with such agreed decisions. Decisions of the ISG shall be limited to matters of a technical and operational nature and shall not operate so as to amend nor extend nor imply into the terms and conditions of this Access Agreement nor interpret legal concepts except where otherwise specifically provided in the Access Agreement. No decision shall be made unless agreed to by at least one (1) representative of eB and one (1) representative of the Access Seeker who are members of the ISG.

1.4.6 Within thirty (30) days of its establishment, the ISG will determine:

- (a) an appropriate set of periodic meetings to be held by them or other representatives of the Parties and the procedures to be followed for such meetings, including the preparation of agenda and minutes; and
- (b) the procedure for resolving any issue escalated to the ISG by the Parties, including the taking of evidence (if any), hearing submissions from the Parties and publishing its decisions.

- 1.4.7 The decisions of the ISG in respect of any dispute escalated to it by the Parties shall be binding on the Parties as if the same were made by them individually. A decision of the ISG shall be implemented within ten (10) business days of it being agreed.
- 1.4.8 The Parties agree to establish and participate in such other's working committee as eB or the Access Seeker may from time to time reasonably require in order to implement and give effect to the provisions of the Access Agreement. Each Party will bear the costs of its participation in such working groups and their meetings. The said working groups shall meet as often as may be necessary to resolve technical, operational, capacity and network security issues which may arise from time to time. The membership of the working groups shall include the eB Representative and Access Seeker's Access Manager, and such other relevant personnel of the Parties.

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PART 2

SCHEDULE 3

DISPUTE RESOLUTION PROCEDURE

This Schedule sets out the procedure which applies in respect of any Billing Dispute between the Access Seeker and eB arising out of, or in connection with or relating to any Access Agreement.

1. General

1.1 For the purposes of the procedures set out in this Schedule and unless eB and the Access Seeker expressly agree otherwise, a “dispute” is any disagreement or difference relating to, arising out of or in connection with the Access Agreement (“Access Dispute”).

1.2 eB and the Access Seeker will adopt and comply with this Dispute Resolution Procedure in relation to any dispute which may arise in respect of or in connection with the supply of network services, network facilities and any other facilities or services to which the Access Agreement applies.

1.3 The structure of the Dispute Resolution Procedure is as follows:

- (a) Resolution of any general dispute will first be attempted through negotiations by means of an inter-party working group.
- (b) In the event the general dispute is not resolved by the inter-party working group in accordance with the terms of reference, then either Party may refer the dispute to the Interconnect Steering Group. (ISG)
- (c) If the ISG does not resolve a general dispute or the Billing Dispute is not resolved in accordance with the procedures prescribed by this Schedule, both Parties may jointly :
 - (i) refer any technical dispute to a mutually acceptable technical expert; or
 - (ii) refer the Access Dispute to the Commission pursuant to Section 151 of the Act for final arbitration.
- (d) Where a Access Dispute is referred to the Commission pursuant to Section 151 of the Act, the Commission will decide the Access Dispute if it is satisfied that the:
 - (i) parties cannot reach agreement, or will not reach an agreement in a reasonable time;

- (ii) notification of the Access Dispute is not trivial, frivolous or vexatious; and
 - (iii) resolution of the Access Dispute would promote the national policy objectives for the communications and multimedia industry stated in Section 3 of the Act.
 - (e) eB will not prevent the Access Seeker from referring a Access Dispute to the Commission in accordance with the Act.
- 1.4 Until expiry of these Dispute Resolution Procedures, an Operator may not commence court proceedings relating to that Access Dispute. Nothing in this Section will be construed as ousting the jurisdiction of any court.
 - 1.5 Either Party will ensure that its representative acting in relation to an Access Dispute are of sufficient seniority and are authorised to settle an Access Dispute on its behalf.
 - 1.6 At the commencement of the Dispute Resolution Procedure, each Party must notify the other Party of the scope of the authority of each of their representatives and must act in good faith in the appointment of and the granting of the scope of authority to such representative.
 - 1.7 If in the course of the Dispute Resolution Procedure it is identified that the matters for resolution are outside the initial term of reference for which authority was given to a representative, a Party may require that those matters be referred to more senior management personnel of that Party with the authority to settle those matters.
 - 1.8 During a dispute and any dispute resolution process invoked in accordance with this Schedule, eB and the Access Seeker must continue to fulfil their respective obligations under the Access Agreement unless the fulfilment of those obligations will affect the outcome of the Access Dispute.
 - 1.9 A Party is prohibited from using all information obtained as a result of the dispute resolution process for any purpose other than to resolve the Access Dispute.
 - 1.10 An arbitrator appointed under this Dispute Resolution Procedure (including a technical expert or the Commission) may decide not to determine the dispute if the arbitrator considers the Access Dispute trivial, frivolous or vexatious, or if there is insufficient evidence to

determine the Access Dispute. In such a case, the arbitrator will, within five (5) business days of receiving the reference to arbitration inform the Parties in writing, of his decision. The Parties will thereafter be entitled to pursue their Access Dispute by litigation.

- 1.11 Where the arbitrator decides to determine the Access Dispute, the costs of the arbitration will be shared equally between the Parties unless the arbitrator decides otherwise. If the arbitrator decides not to determine the Access Dispute, the Party that initiated the Access Dispute must pay the other Party's costs.

2. Interconnect Steering Group or ISG

- 2.1 If the Parties cannot resolve the general dispute within the inter-party working group within the stipulated time, or after the expiry of any extension of time agreed on, either Party may give ten (10) business days written notice ("Notice Period") to the other Party stating its intention to escalate the issue and outlining the details of the issue ("Outstanding Issue").

- 2.2 If the Outstanding Issue is not resolved prior to the expiry of the Notice Period, then either Party may notify the other Party in writing that it wishes to refer the issue to the Interconnect Steering Group or ISG ("Referral Notice").

- 2.3 If any general dispute is referred to the ISG, the ISG will meet within ten (10) business days of the receipt by the other Party of a Referral Notice. If the ISG fails to meet within the stipulated time of ten (10) business days, either Party may refer the dispute to a technical expert in accordance with Section 4 of this Schedule or to the Commission, for arbitration.

- 2.4 If the ISG have not resolved any general dispute within twenty (20) business days after its first meeting to review the general dispute under Section 2.3 (unless mutually extended by the Parties), either Party may:

- (a) refer any technical dispute to a technical expert in accordance with Section 3 of this Schedule; or
- (b) refer the dispute to the Commission for final arbitration.

3. Technical Expert

- 3.1 A general dispute can only be referred to a technical expert if the provisions of Section 2 have been complied with.

- 3.2 Once a general dispute is referred to a technical expert, it may not be referred back to the inter-party working group or the ISG.
- 3.3 The Technical Expert:
- (a) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree within ten (10) business days, by the Chairman of the Commission in accordance to Section 3.4 hereinbelow;
 - (b) will have the appropriate qualifications and experience to arbitrate the general dispute, including knowledge of the communications and multimedia industry; and
 - (c) must not be an officer, director, consultant or employee of a competitor of eB or of the Access Seeker .
- 3.4 If the Parties fail to appoint a technical expert within ten (10) business days of notice of the need to refer the general dispute to a technical expert, a technical expert will be appointed by the Chairman of the Commission upon written notice from any of the Parties.
- 3.5 If a general dispute is referred to a technical expert, the following dispute resolution procedure will apply and be utilised by the technical expert:
- (a) each Party will deliver written submissions setting out their positions together with supporting evidence to the technical expert and each other within thirty (30) business days of the appointment of the technical expert; and
 - (b) each Party may respond to the other Party's submission in writing within thirty (30) business days from the date of receipt of the other Party's written submission.
- 3.6 Unless otherwise agreed by the Parties and either Party requesting the technical expert or if the technical expert decides within five (5) business days of the receipt of the last written submission, that the arbitration by the technical expert be by documents only, the technical expert shall convene a hearing (where both Parties may attend and witnesses produced) within fifteen (15) business days of the delivery of the last written submission.

- 3.7 Where a hearing by technical expert is held pursuant to this Section, each Party will have the opportunity to make an oral submission to the technical expert. This process will be conducted in private.
- 3.8 The procedure for hearing technical disputes will be determined by the technical expert (including number and duration of oral submissions by the Parties).
- 3.9 The technical expert will not have the power to appoint any other experts.
- 3.10 The technical expert must deliver his decision within fifteen (15) business days after the conclusion of the hearing or after receipt of the last written submission where the arbitration is by documents only.
- 3.11 The award of the technical expert will be final and binding on the Parties (in the absence of manifest error or fact or law), and shall be effected promptly by the Parties.

4. Billing Dispute Resolution

- 4.1 If the Parties are unable to resolve an Billing Dispute within thirty (30) days (or such longer period as the Parties may agree), from the date on which the Billing Dispute Notice is received, either Party may seek the consent of the other Party to extend the period for resolution of the Billing Dispute stating the exceptional reasons for such extension.
- 4.2 If the Negotiation Period and any extension granted under subsection 4.1 has expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in Subsection 4.3 ("Billing Dispute Escalation Procedure").
- 4.3 The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under Subsection 4.4 by notifying eB's Billing Representative.
- 4.4 Each of the Parties will appoint a representative who will be authorized to bind the Parties and settle a Billing Dispute.
- 4.5 The representatives will meet as often as they deem necessary to resolve the Billing Dispute and will decide among themselves the manner, procedure and format for discussions to resolve the Billing Dispute.

- 4.6 Upon the resolution of a Billing Dispute to the satisfaction of the Parties, the payment or repayment of any sum pursuant to that resolution must be made within fourteen (14) days from the date of resolution but this provision shall not operate as to override nor contradict the provisions as to payment of late payment interest under Schedule 1 herein.
- 4.7 Nothing in this Schedule will prevent either Party from pursuing any other legal or equitable remedy in respect of a Billing Dispute.
- 4.8 A joint investigation of discrepancies in any Bill may be requested by a Party after having conducted a comprehensive internal investigation, including an examination of its own billing system. Terms of the joint investigation, must be agreed on prior to the execution of the joint investigation including :
- (a) the scope of the joint investigation;
 - (b) how the joint investigation will be conducted; and
 - (c) the date by which the joint investigation must be concluded.

The joint investigation may include the generation of test calls.

- 4.9 Enquiries relating to billing, collection and settlement arrangements shall be directed to the Billing Representatives nominated by each Party.
- 4.10 Either Party may at any time nominate a substitute Billing Representative provided that ten (10) business days prior written notification is given to the other Party.
- 4.11 If the Parties are unable to resolve the Billing Dispute within thirty (30) days or any extended period agreed upon under this Section, or if they are unable to agree on any such extension, either Party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

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PART 2

SCHEDULE 4

Forecasting Obligations

The Access Seeker is required to make and provide a forecast of network facilities and or network services it is seeking from eB.

1. Provision of Forecast

1.1 The Access Seeker shall:

- (a) provide eB with an initial forecast for the maximum period of one (1) year; and
- (b) furnish to eB on a quarterly basis for the next twelve (12) months reasonably accurate forecasts of its requirements for the network facilities and or network services required from eB.

2. Forecast Requirement

2.1 eB may request in writing ("Forecast Request") that the Access Seeker provide to eB the following information ("Forecast Information") in sufficient detail to enable eB to carry out its network planning:

- (a) the network facilities including the Interconnect Capacity and network services for which access is required;
- (b) location where access is required ;
- (c) specific time table when each of the service or facility is required ;
- (d) the required POI and non-POI capacity;
- (e) such other information as may be reasonably necessary for eB to carry out network planning.

2.2 The Access Seeker shall provide the Forecast Information to eB within (45) days from the date of receipt of the Forecast Request. eB may at its discretion agree to an extension of the time limited for the provision of the Forecast Information.

2.3 eB shall treat Forecast Information provided by the Access Seeker to eB pursuant to the Access Agreement as confidential.

3. Updating and Confirming Forecasts

- 3.1 The Access Seeker shall update its forecast on a quarterly basis, so as to enable eB to carry out efficient network planning and management to meet current and future requirements and the performance of its obligations under the Access Agreement.
4. Confirming Forecasts
 - 4.1 If eB requires the Access Seeker to confirm its forecasts, then the Access Seeker shall within ten (10) business days submit a statement confirming its forecasts. Upon such confirmation, the forecasts shall be deemed to be a confirmed Order for the purposes of this Access Agreement. eB will thereafter facilitate the provisioning of the network services and/or network facilities including the Interconnect Capacity and Network Capacity.
5. Forecast Rejection or Acceptance
 - 5.1 If eB considers that the Forecast Information supplied by the Access Seeker pursuant to Section 2.1 of this Schedule is insufficient, eB will notify the Access Seeker within ten (10) business days of receipt of the Forecast Information and specify what additional information eB requires.
 - 5.2 eB will notify the Access Seeker within fifteen (15) business days of receiving the forecast or amended forecast pursuant to Sections 5.5 and 5.6 of this Schedule or if Forecast Information is requested of any forecast, within fifteen (15) business days of receiving the Forecast Information, if the forecast is accepted by eB ("Agreed Forecast").
 - 5.3 The Access Seeker may not vary or alter the Agreed Forecast, unless eB agrees in writing.
 - 5.4 eB may send a rejection notice to the Access Seeker within fifteen (15) business days of receipt of a forecast from the Access Seeker. The rejection notice will specify the reasons for rejection together with an offer by eB to meet with the Access Seeker within five (5) business days of the rejection notice, to discuss the rejection and alternative methods by which the Access Seeker may comply with the Forecast Request.
 - 5.5 Upon the rejection of the Forecast Information by eB pursuant to Section 5.4 of this Schedule, the Access Seeker may within twenty one (21) business days from the receipt of the rejection notice by the Access Seeker, reconsider its Forecast Information and either:

- (a) confirm that its rejected forecast is reasonable and submit an explanation justifying it to eB; or
 - (b) submit a new forecast to eB.
- 5.6 If an Access Seeker submits an amended forecast, eB shall reconsider the same and the provisions set out in this Sections 2 to 5 of this Schedule shall apply as if such amended forecast were a fresh forecast.
- 6. Over-forecasting
 - 6.1 The Access Seeker shall not over-forecast its requirements for Network Services and/or Network Facilities that it seeks from eB.
 - 6.2 eB shall determine whether or not the Access Seeker has over-forecasted its requirements on an annual basis by comparing the forecast amount and the Orders made for that year (“Insufficient Orders”) and the Minimum Usage.
 - 6.3 Should the Access Seeker’s forecasted requirements exceed the Orders for that year or fail to meet the Minimum Usage, then there shall be deemed to be an over-forecast, whereupon Section 7 of this Schedule shall apply.
- 7. Effect of Over-Forecasting
 - 7.1 In the event of any over-forecast by the Access Seeker, then the Access Seeker shall pay to eB all costs and expenses in meeting such forecast, which were reasonably and necessarily incurred by eB and eB shall take such reasonable steps to mitigate its loss over a six (6)-month period and then eB shall be entitled to recover from the Access Seeker:
 - (i) all direct and indirect costs and expenses incurred by eB which could not have been recovered by eB during the aforementioned 6 months period; and
 - (ii) all direct and indirect costs and expenses incurred by eB for meeting the forecast as regards the excess provision of network facilities and/or network services.
 - 7.2 The amount certified by an authorized personnel of eB in accordance with Section 7.1 of this Schedule shall be deemed to be a debt due from the Access Seeker to eB and shall be final and conclusive and

binding on the Access Seeker. eB shall include the said amount in the Bill to the Access Seeker for the relevant Billing Period.

7.3 The Access Seeker shall pay the amount so invoiced within fourteen (14) days from the date of receipt of such invoice.

8. Failure to provide Forecasts

8.1 Any failure, neglect or refusal by the Access Seeker to comply with its obligations set out in this Schedule shall entitle eB to continue to provide access to the Access Seeker but such provision of access shall be at the previous year's usage or level but such provision (if any) shall be without prejudice to eB's right to reduce such provision. In either case, eB shall not be responsible for any Loss including Consequential Loss suffered or incurred by the Access Seeker.

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PART 2

SCHEDULE 5

Ordering and Provisioning Obligations

1. Order
 - 1.1 The Access Seeker shall provide eB with an Order for each network facility and/or network service it requires from eB. The Order shall contain the following information (“Access Order Information” or “AOI”):
 - (a) the Services to which access is requested;
 - (b) the proposed time for delivery of access (“Requested Delivery Date”);
 - (c) the location for delivery which location shall be selected by the Access Seeker from eB’s published points of interface;
 - (d) the specifications, technical data, functionality and interoperability of the Equipment which the Access Seeker will be using in connection with the Order, including information on whether type approval has been obtained for the Equipment;
 - (e) details of the Access Seeker’s requirements;
 - (f) the required POI and non-POI capacity; and
 - (g) such other information as the Access Seeker may reasonably believe eB would require in order for eB to plan for the provision of access to the requested Services.
 - 1.2 eB shall treat all AOI provided by the Access Seeker as confidential. The AOI shall only be used by the following:
 - (a) eB personnel who are in the interconnection group; and
 - (b) eB personnel who are part of eB’s network engineering group with responsibility for interconnectionfor the purpose of responding to and provisioning the Order.
 - 1.3 eB shall issue an acknowledgement of receipt of an Order within seven (7) business days and will:
 - (a) if the Order is complete, eB shall state in the notice of receipt:

- (i) the time and date of receipt;
- (ii) time frame for the fulfilment of the Order

OR

- (b) if the Order is incomplete or the information provided is insufficient, eB will require clarification of or submission of more accurate and complete information.

1.4 If eB requests additional information, the Access Seeker shall within fourteen (14) business days provide the requested information. Insufficient or incomplete information provided by the Access Seeker will entitle eB to at its sole discretion either reject the Order in which event a fresh Order will have to be submitted by the Access Seeker or to remove the Order from the queue until such time as the information is requested is received. Delay in the provision of the requested information will result in the Order being placed in the queue on the date the additional information requested by eB is provided by the Access Seeker and if the information so provided is sufficient and complete.

2. Acceptance or Rejection of an Order

2.1 eB will notify the Access Seeker, within:

- (a) fourteen (14) business days from the date of receipt of the Order; or
- (b) if eB intends to carry out a Service Qualification, thirty (30) days from the date of receipt of the Order as specified in the acknowledgement issued pursuant to Section 1.4 of this Schedule,

whether it accepts or rejects an Order placed by the Access Seeker.

2.2 eB may reject an Order on any of the following grounds:

- (a) the specific request is not technically feasible; or
- (b) eB has insufficient capacity to provide the requested Services;
or
- (c) the Order exceeds the Agreed Forecasts provided by the Access Seeker; or

- (d) the Access Seeker has not obtained the necessary related agreements from eB; or
- (e) eB is of the reasonable view that the Access Seeker would materially fail to comply with the Access Agreement; or
- (f) eB has reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Services, to protect the:
 - (i) integrity of eB's network; and/or
 - (ii) safety of individuals working on or using services supplied by eB's network; or
- (g) the Access Seeker has not provided all the information that the Access Seeker required or requested under Section 1 of this Schedule; or
- (h) the Network Facility and/or Network Service to which access is requested is not on the Access List; or
- (i) eB does not currently supply or provide access to the requested Network Facility or Network Service to itself or any Third Party; or
- (j) the Order cannot be fulfilled on or by the Requested Delivery Date.

2.3 If the Order is rejected, then eB shall issue a notice of rejection ("Notice of Rejection") which shall contain, inter alia, the following information:

- (a) the ground(s) of rejection;
- (b) the time period by which eB will accept a modified Order;
- (c) the nature of such acceptable modifications to the Order

2.4 The Access Seeker may within five (5) Business Days of receipt of the Notice of Rejection, request in writing to meet eB to discuss the reasons for rejection and alternative methods of compliance.

- 2.5 If eB refuses to meet with the Access Seeker or if the Access Seeker disagrees with the grounds for rejection, the Access Seeker may initiate the dispute resolution process specified in the Dispute Resolution Schedule herein.
- 2.6 If the Order is accepted, then eB shall issue a notice of acceptance which shall contain, inter alia, the following information:
- (a) the specific delivery date for the Services the subject of the Order, which shall be the Requested Delivery Date save and except:
 - (i) in the case of Order requiring the provision of new network facilities or network services, no later than twelve (12) months from the date of the Order; or
 - (ii) in the case of augmentation of the current capacity on existing facilities or infrastructure, no later than ninety (90) days from the date of the Order; and
 - (b) the actual or an estimate of the charges payable to eB by the Access Seeker, for the fulfillment of the Order.

3. Confirmation and Charges

- 3.1 If eB accepts an Order, the Access Seeker shall within the period of fourteen (14) days period from the date of notice of acceptance, confirm in writing its agreement to proceed with such Order.
- 3.2 If eB had, in a notice of acceptance, provided an estimate of the charges to the Access Seeker, eB shall not exceed the estimate unless the Access Seeker is provided with written notice by eB prior to eB exceeding the estimate, and such notice states that:
- (a) the estimate will likely be exceeded;
 - (b) an explanation of the reasons for exceeding the estimate; and
 - (c) a further estimate of the charges for the work necessary to fulfill the Order.
- 3.3 If the revised estimate exceeds the original estimate by more than ten per centum (10%) of the original estimate, then the Access Seeker may within fourteen (14) business days from the date of the notice specified in Section 3.2 hereinabove withdraw the Order. Such

withdrawal shall not expose the Access Seeker to any penalty, and eB shall cease to undertake the fulfillment of that Order, without being in breach of any of its obligations under the Access Agreement.

3.4 If eB exceeds the estimate of charges without informing the Access Seeker prior to fulfilling the Order, then unless the Access Seeker agrees in writing to the revised charges or the law or any Instrument otherwise provides, eB will not be entitled to compensation from the Access Seeker.

3.5 If the Access Seeker does not withdraw the Order after being notified by eB in accordance with Section 3.3 hereinabove, then the Access Seeker shall be deemed to have agreed to the revised charges from eB, and eB shall continue with the provisioning of the Order and the Access Seeker shall be liable to pay to eB the revised charges.

4. Service Qualifications

4.1 Pursuant to the receipt of any Order from the Access Seeker, eB shall be entitled to conduct Service Qualifications on the relevant portion of its network to:

- (a) to determine if it is able to provision the Order; or
- (b) to gather information not in its possession for the purposes of processing the Order; or
- (c) as deemed necessary by eB

4.2 eB will give a written notice to the Access Seeker within ten (10) business days of receipt of the Order or receipt of complete and accurate additional information pursuant to Section 1.4 of this Schedule that it intends to conduct such Service Qualification.

4.3 eB shall use all reasonable efforts to complete the Service Qualification with respect to an Order within twenty-one (21) business days of the commencement of the Service Qualification.

4.4 eB will inform the Access Seeker of the result of the Service Qualification within three (3) business days of the completion of such Service Qualification.

5. Delivery

- 5.1 eB will fulfil an accepted Order on or before the date specified in the notice of acceptance sent by eB (“Agreed Delivery Date”).
- 5.2 If eB is able to fulfil an accepted Order earlier than the Agreed Delivery Date, eB will advise the Access Seeker of such early delivery and if requested so to do by the Access Seeker, fulfil the accepted Order at such earlier date.
- 5.3 In the event there is a delay in fulfilling the accepted Order, eB will as soon as reasonably practicable, notify the Access Seeker of the reasons for delay and the revised date of delivery. If the delay is longer than three (3) months, then the Access Seeker may cancel the Order without any penalty.
- 5.4 eB will give the Access Seeker a rebate for any delay in the delivery date, such rebate shall be of an amount equivalent to the recurring charges payable by the Access Seeker to eB for access to the ordered Services over a period equal to the period of the delay solely due to eB. Notwithstanding the foregoing, eB shall not be liable for any delay caused by or attributable to the Access Seeker. The rebate will be reflected in the Bill issued for the next Billing Cycle.

6. Testing and Provisioning by Access Seeker

eB will offer all reasonable assistance and co-operation to the Access Seeker in relation to the testing and provisioning of ordered Services. eB shall be entitled to charge the Access Seeker a one-off fee for such assistance and co-operation, which may be included into a Bill.

7. Constrained Capacity

7.1 If eB reasonably believes that the total capacity of :

- (a) the network services and/or network facilities required by the Access Seeker under its relevant forecasts;
- (b) eB’s own requirements; and
- (c) other access seekers’ forecast,

would exceed the capacity which eB can provide, then eB will notify the Access Seeker of such constrained capacity. In such an event eB will endeavour to allocate the available capacity to the Access Seeker on a fair and reasonable, non discriminatory and best efforts basis.

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PART 2

SCHEDULE 6

Technical and Implementation

Schedule 6 deals with the procedures for the establishment of Interconnection between the network of eB and the network of the Access Seeker.

1. Interconnect Configuration
 - 1.1 eB and the Access Seeker agree to interconnect and keep their networks interconnected on the terms and conditions of this Schedule 6.
 - 1.2 eB's Point of Interface in respect of which In-Span Interconnection is available and technically feasible is set out on its website www.eb.net.my, and may be amended, varied and added to by eB from time to time.
 - 1.3 The Access Seeker shall notify eB the type of interconnection that it requires and the location that it proposes to interconnect its network with the network of eB. Such notification shall be given to eB at the time of making a Forecast or placing an Order.
 - 1.4 The provision of Interconnection Links shall take into consideration the need for diversity and security in traffic routes and signalling links. All Interconnection Links must be provisioned with sufficient Interconnect Capacity.
 - 1.5 For optimum service performance the Access Seeker must implement the appropriate interconnect configuration as determined by eB.
 - 1.6 eB may consider a request in writing by the Access Seeker to interconnect at a point other than the Point of Interface published by eB on its website. eB may at its absolute discretion provide access at such unspecified Point of Interface to the Access Seeker. For the avoidance of doubt, this Section does not impose an obligation on eB to interconnect at a non-specified Point of Interface location.
 - 1.7 eB shall not be required to commence work on the installation of network facilities to support the Point of Interface until the Parties have reached agreement on the correct interconnect configuration.
 - 1.8 Should the Access Seeker nominate a third party Point of Interface for the purposes of Interconnection between the Access Seeker and eB, it shall first notify eB of such nomination giving sufficient details to eB to enable eB to decide if it accepts or rejects such nomination.

- 1.9 If eB accepts such nomination, eB shall notify the Access Seeker and notwithstanding such acceptance by eB, the Access Seeker shall remain responsible at all times for all costs of interconnection, provisioning, maintenance and access.
 - 1.10 If eB rejects such nomination, eB shall notify the Access Seeker of its decision and shall provide reasons for its rejection.
 - 1.11 Notwithstanding the agreement of eB to interconnect at such third party Point of Interface, the Access Seeker shall indemnify and keep eB indemnified for the duration of the term of the Access Agreement, against all and any claims, demands, expenses, losses and costs which eB may incur or be exposed to, arising from interconnection at the third party's Point of Interface.
2. Point of Interface Provisioning
 - 2.1 Each Party is responsible for the provisioning and maintenance of network facilities (including Network Facilities which form part of the Interconnection Link and the transmission equipment) on its side of the POI.
 - 2.2 The Parties shall not connect any terminal equipment that may result in changes in the characteristics and functionalities of other terminal equipment of both Parties.
 - 2.3 A POI may be implemented by way of an In-Span Interconnection whereby the POI lies at some point along the physical cable linking the two parties' Networks. Each party is responsible for the transmission Equipment at its end of the cable, and the cable from its building to the POI. In the case of microwave "In-Span Interconnection", the POI lies between the terminal Equipment of the two parties.
 - 2.4 With an In-Span Interconnection:
 - (a) the Interconnect Link must be provided using fibre optic cable circuits except where as agreed (due to location, timing or other reasons) microwave circuits may be used;
 - (b) microwave circuits may be used as a permanent feature;
 - (c) The links must be shared by the parties;

- (d) The in-span fibre and/or microwave connection will be at a point mutually agreed and the number of nodes to be served by this POI capacity;
 - (e) The Access Seeker's microwave equipment must be compatible to eB's equipment.
- 2.5 If the Access Seeker wishes to establish a new POI, the Access Seeker must:
 - (a) notify eB three (3) months in advance; and
 - (b) submit a confirmed Order to eB.
- 2.6 The Access Seeker must provide to eB information required by eB for planning for Interconnect Capacity at a new POI when or before submitting an Order, including the following information:
 - (a) a Forecast of Interconnect Capacity for five (5) years from the time an Order is placed, in format specified by eB;
 - (b) the number of routes and nodes that will be served by the interconnect capacity provided at the proposed POI;
 - (c) leased circuits requirements (if any);
 - (d) method of provisioning; and
 - (e) the availability of the equipment capacities at the nodes that have been agreed with the Access Provider, or in the case of POP, the associated equipment.
- 2.7 The five (5)-year Forecast for the Interconnect Capacity at the agreed new POI must be agreed by both parties.
- 2.8 If the Access Seeker requires additional interconnect transmission facilities at an existing POI, the Access Seeker must submit an Order to eB.
- 2.9 The Access Seeker must provide the following information when or before submitting an Order:
 - (a) existing interconnect transmission facilities;
 - (b) the utilisation of each available interconnect transmission media;

- (c) the amount of leased line (E1s) leased by the Access Seeker(if any);
 - (d) a Forecast for five (5) years from the time an Order is placed, in the format specified by eB.
- 2.10 eB will accept and fulfil Orders for additional interconnect transmission facilities at a POI provided the following conditions are met:
 - (a) the utilisation of the existing interconnect transmission facilities is more than ninety per centum (90%); and
 - (b) the actual demand for circuits exceeds the Forecasted circuits.
- 2.11 The Interconnect Capacity must provide a minimum of three (3) years provisioning period for planning purpose.
- 3. Granting of third party Access to Point of Interface
 - 3.1 If the Access Seeker obtains physical co-location at a Point of Interface from eB the Access Seeker shall be, for the purposes of the MSA, a deemed access provider to other Operators, and eB shall be considered as the principal access provider.
 - 3.2 In case where the Access Seeker is a deemed access provider, the Access Seeker shall notify eB of the identity of all other Operators with whom it has reached co-location agreements within two (2) business days of reaching such agreements, and shall ensure that such other Operators comply with the relevant co-location obligations contained in subsection 5.13 of the MSA and the provisions of this Schedule. Access by such other Operators shall be on terms similar to the Access Seeker.
- 4. Interconnect Testing
 - 4.1 Interconnect Testing will be carried out by the Parties for the purpose of ensuring that the Access Seeker's network can inter-work efficiently with the network of eB and that the Interconnection will not adversely affect the provision of Applications Services and Content Applications Services and other existing services provided by eB to its Customers.

- 4.2 Interconnection to the network of eB will be implemented only after satisfactory completion of the interconnect testing and the results of the interconnect testing are satisfactory to eB.
- 4.3 Prior to the conduct of interconnect testing, the Access Seeker shall fully test its network to ensure that it conforms to the interface specification as specified by eB. Any defects in hardware or software of the Access Seeker's network must be corrected before the commencement of interconnect testing.
- 4.4 The Parties shall act in good faith and make reasonable endeavours to complete the interconnect testing no later than two (2) weeks from the date of the original testing.
- 4.5 In the event that in the course of conducting the interconnect testing any test conducted shall fail the Access Seeker shall do all things necessary to rectify the deficiencies so that the relevant test is successfully completed and the results are satisfactory to eB.
- 4.6 The Access Seeker agrees to pay eB for the costs and expenses incurred in the provision of resources and personnel for the interconnect testing.
- 4.7 All call communications made during the interconnect testing may be chargeable to the Access Seeker.
- 4.8 Any postponement or cancellation of any scheduled interconnect testing shall be at the discretion of eB.
- 4.9 A certificate signed by a duly authorized officer of eB of the charges payable by the Access Seeker shall be final and conclusive and binding on the Access Seeker.

5. Network Change

- 5.1 The following changes would be considered as a Network Change:
 - (a) Changes to any technical specification of the Interconnection interface ("Interface Change");
 - (b) Changes to any technical specification or characteristic of the Network Facilities and/or Network Services ("Service Change");
 - (c) Changes to any technical specification or characteristic of the altering Party's network which will or might affect the other Party's network ("Network Change");

- (d) Changes to the operational support systems used for Interconnection purposes (includes billing, ordering and provisioning (“OSS Change”));
- (e) Any enhancements by the altering Party to the features, functions or capabilities on the Network Services or Network Facilities which the other Party has access, and which enhancement the altering Party proposes to make available either:
 - (i) to itself; or
 - (ii) to any other Operator (“Functionality Change”),

(all of the above described changes shall collectively be referred to as the “Relevant Changes”).

- 5.2 If either eB or the Access Seeker (as “the altering Party”) proposes to make a Relevant Change to its network, services and procedures, the altering Party will issue to eB or the Access Seeker (as the case may be) (as the “recipient party”) a notice stating the nature, effect, technical details and potential impact on the recipient party’s network (“Change Notice”). Upon receipt of the Change Notice, the recipient party shall immediately identify and begin planning the necessary consequential changes that it has to implement to make its network, services or procedures compatible with the altering Party’s network.
- 5.3 The altering Party will, no later than ten (10) business days from the Change Notice, make its technical representatives available to the recipient party to discuss the Relevant Changes, and the necessary consequential changes that the recipient party has to implement to make the recipient party’s network, services or procedures compatible with the altering Party’s network.
- 5.4 The notifying party will co-operate and meet with the recipient party and provide additional information reasonably requested by the recipient party so as to minimise any adverse impact of the Relevant Changes. The obligation of the recipient party to minimise any adverse impact of the Relevant Changes extends to the recipient party developing at its costs and expense solutions whether software or hardware, purchase software or hardware or adapt or modify or alter its network facilities. The recipient party shall discharge its obligations within a reasonable time and account shall not be taken of the time needed to secure any internal approvals or securing

funding. The notifying party shall take reasonable account of concerns raised and proposals made by the recipient part to minimise any adverse impact of the Relevant Changes on the recipient party's network and revise the Change Notice accordingly.

5.5 The altering Party will co-operate with the recipient party in relation to the development of procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Parties' respective networks. The altering Party will jointly with the recipient party carry out such tests as developed above at least twenty (20) business days prior to the altering Party implementing the Relevant Changes.

5.6 Each party shall bear its own costs of the tests.

6. Decommissioning

6.1 In the event eB is desirous of decommissioning a Point of Interface, either:

- (1) as a result of a third party landlord's notice under a tenancy or lease agreement; or
- (2) for any commercial or technical reason; or
- (3) in compliance with any law or Government Agency directive or instrument or court order;

eB shall give a notice ("Decommissioning Notice") to the Access Seeker if the Access Seeker is so affected, of at least (where practicable):

- (a) six (6) month's notice in writing to the Access Seeker prior to the decommissioning of a Point of Interface; or
- (b) three (3) months' notice in writing to the Access Seeker prior to the decommissioning of any network facilities or network services (as the case may be).

6.2 eB will offer reasonable co-operation to the Access Seeker to work out a timetable for the decommissioning of a relevant Point of Interface, network facility or network service.

6.3 Where eB gives a Decommissioning Notice with respect to the decommissioning of a Point of Interface, eB will use all reasonable efforts to provide the Access Seeker, a functionally equivalent

Interconnection at an alternative Point of Interface, on terms and conditions (other than Charges) that are similar to that applicable to the Point of Interface that has been decommissioned. The Access Seeker shall use its best efforts to obtain interconnection from another Operator.

- 6.4 Where eB gives a Decommissioning Notice to the Access Seeker that it will decommission a network facility or network service, eB will use all reasonable efforts to provide the Access Seeker access to an alternative network facility or network service on terms and conditions (other than Charges) that are similar to that applicable to the network facility or network service that has been decommissioned. Nothing contained herein shall be construed as an undertaking or obligation on the part of eB to provide alternative network facility or network service to the Access Seeker.
- 6.5 eB shall pay to the Access Seeker, the Access Seeker's reasonable costs, necessarily incurred in:
- (a) decommissioning any of the Access Seeker's links to the Point of Interface that is proposed to be decommissioned and that are or will be rendered redundant by the proposed decommissioning; and
 - (b) installing or otherwise procuring links (exclude recurring charges) between the Point of Interface that is proposed to be decommissioned and the substitute Point of Interface to be provided by eB.
- 6.6 eB shall pay to the Access Seeker, the Access Seeker's reasonable costs, necessarily incurred in:
- (a) moving the Access Seeker's equipment from the decommissioned network facility to the alternative network facility; or
 - (b) re-arranging equipment to connect to the alternative network service, unless such decommissioning is caused by an event of Force Majeure Event in which case the Access Seeker is not obliged to claim any moving or relocation costs from eB.
- 6.7 The Parties hereby agree that :-
- (a) The Access Seeker shall within thirty (30) days of the completion of the decommissioning and re-installation at the

substitute Point of Interface, submit to eB details of the Access Seeker's reasonable costs;

- (b) in the event eB considers that the submission is insufficient for eB to verify the reasonable costs, eB may request the Access Seeker to provide further information, whereupon the Access Seeker shall within thirty (30) days submit the further information required or provide an explanation as to its unavailability;
- (c) upon receipt of all requisite information from the Access Seeker, eB shall within thirty (30) days, evaluate and determine if the costs incurred is reasonable and necessary;
- (d) if eB determines that the costs incurred are reasonable and necessary, eB shall notify the Access Seeker in writing of its decision and shall deduct the amount from the next Bill. If the Bill amount is insufficient to extinguish such deduction, then eB will pay the Access Seeker the undeducted portion within thirty (30) days from the date of the Bill;
- (e) if after the period set out in this Section, eB disagrees with the computation by the Access Seeker or disagrees that the costs claimed are reasonable and necessary, then eB shall notify the Access Seeker of its disagreement and state its reasons. Upon such notification, a dispute is deemed to have arisen, which shall be resolved in accordance with the dispute resolution procedure set out herein.

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SCHEDULE 7

Operations and Maintenance

The Parties hereby agree that the management of the operations of their respective networks and the management and rectification of faults shall be dealt with in the manner as set out herein :-

1. Operations and Maintenance Responsibility
 - 1.1 eB and the Access Seeker will each be responsible for the operations and maintenance of their own network facilities and network services.
 - 1.2 eB and the Access Seeker will adopt and implement standards and procedures that will:
 - (i) ensure that the operations of each of their networks is efficient;
 - (ii) facilitate prompt identification and rectification of interconnect faults to minimise interruption of communication services to customers; and
 - (iii) provide for adequate management of the operations and maintenance of network facilities and support systems.
 - 1.3 Each Party shall be responsible for managing the traffic from its own Gateway to the other Party's Gateway and in particular will implement network management measures for traffic control for abnormal traffic upsurge, network instability and other abnormal traffic behaviour.
2. Maintenance of Network
 - 2.1 Both Parties shall carry out periodic interconnect link test at agreed intervals to ensure that the QoS levels are maintained.
 - 2.2 Routine testing of interconnect circuits shall be kept to the minimal and be carried out outside the busy traffic hours (to be determined on a case by case basis).
 - 2.3 The periodic interconnect test shall include verification of Call Detail Recording ("CDR") of calling Party and called Party in each segment of the call.

- 2.4 Each Party undertakes to give written notice to the other Party as prescribed in the Access Agreement prior to any system upgrading of their network facilities affecting the interconnect circuits and which may lead to temporary failure.
- 2.5 Interconnect testing shall be carried out after the system upgrading is completed to ensure that no inter-working problem arises. The altering Party initiating the upgrading is thereafter required to provide a report on the outcome of the event to the other Party within fourteen (14) Business Days after completion of the work.
- 2.6 In the event that in carrying out a system upgrading, the inter-working between the networks of both Parties is adversely affected, the Altering Party shall immediately take and implement all necessary action to effectively overcome the problem so that the networks continue to inter-work efficiently.
- 2.7 Each Party shall retain the fault record for a period of one (1) year from the date of the fault report. The records shall contain details such as:
- (a) fault reference number;
 - (b) cause of fault;
 - (c) fault report date/time;
 - (d) restoration action; and
 - (e) the corresponding restoration date/time.

These records shall be used to determine the performance of the interconnection of the network facilities.

- 2.8 The Party leasing the third party network facilities shall be responsible to ensure that the third party network facilities are maintained in accordance with the terms of the Access Agreement.
- 2.9 The Party leasing the third party network facilities shall be responsible to ascertain that the standard and quality of the leased facilities conform to the specifications and standards as prescribed in the Access Agreement.
- 2.10 The Party (“Maintenance Operator”) who intends to carry out planned maintenance which may affect the Access Seeker’s Network on any part of its network shall be:

- (a) provide a minimum of seven (7) business days notice of the planned maintenance, where reasonably practical;
- (b) use reasonable endeavours to minimise any disruption to the Communications crossing between the networks of eB and the Access Seeker; and
- (c) where reasonably practicable, and if agreed between eB and the Access Seeker, eB will provide an alternative route or carriage of call communications on terms to be agreed.

2.11 If the Maintenance Operator needs to undertake emergency maintenance on any part of its network, the Maintenance Operator will, if it is able to :

- (a) provide at least one (1) business day notice of the planned maintenance, where reasonably practical;
- (b) use reasonable endeavours to minimise any disruption to the call communications crossing between the networks of eB and the Access Seeker; and
- (c) where reasonably practicable, and if agreed between eB and the Access Seeker, eB will provide an alternative route or carriage of the call communications on terms to be agreed.

2.12 If both Parties agree, the Party which owns or occupies the premises where the POI is located may conduct maintenance of the other Party's equipment located at the POI on agreed terms and conditions.

2.13 Each Party shall be responsible for the operations and maintenance of their section of the in-span capacity, alongside with any network element under their jurisdiction and ownership.

2.14 Each Party must:

- (a) maintain its POI equipment located in POI sites in good working order;
- (b) maintain the POI sites in a secure, tidy and safe condition;
- (c) ensure that combustible material is not left in or around POI sites following maintenance or other operations.

3. Fault Management
 - 3.1 Both Parties shall determine faults on their own equipment. Only genuine interconnect faults shall be reported to the other Party's Interconnect Fault Reporting Centre/Fault Reporting Centre.
 - 3.2 If a fault is encountered by one Party, that Party must first establish the nature of the fault by carrying out a thorough test on its equipment and if such test proved that the fault is not residing in its own equipment, then that Party must promptly convey this fault report to the other Party for rectification.
 - 3.3 If a fault occurs, affecting any communication which crosses or is to cross both Parties' network, the initial responsibility for identifying and reporting the fault to the other Party rests with the Party who first becomes aware of the fault condition.
 - 3.4 If a Party identifies a fault occurring in its network at the POI which may have an adverse effect on the other Party's network, the Party must promptly inform the other Party:
 - a) the nature of the fault;
 - (b) the actions being taken by it to restore service; and
 - (c) the expected time of restoration and the outcome of those actions.
 - 3.5 Each Party will be responsible for processing reported faults using its own procedures and shall be obliged to offer full assistance for interconnection faults.
 - 3.6 Both Parties shall use their best endeavours to meet once every two (2) months or at agreed intervals for the purpose of preventing the recurrences of such fault which adversely affect the traffic across the networks of the Parties. The information provided in such reports is confidential information and subject to the confidentiality obligation under the Access Agreement.
 - 3.7 Any failure persisting for longer than seconds at any component included in the Interconnection and which is characterised by complete inability to perform all required functions of such component is considered as a failure of Interconnection.
 - 3.8 All Interconnection faults must be reported to the respective Interconnect Fault Report Centre/Fault Reporting Centre.

- 3.9 If the fault occurs at the POI, each Party will use its reasonable endeavours to rectify the fault promptly and restore the service.
- 3.10 In case of physical faults, it is each Party's responsibility to check and verify that the fault does not reside within its own network prior to escalating the fault to the other Party.
- 3.11 If a major fault occurs in the network affecting the communications that cross between eB's and the Access Seeker's networks, initial identification of the fault will rest with the Party who first becomes aware of the fault. Once it is determined accurately where the fault lies, the affected Party in whose network the fault has occurred will promptly repair the said fault. It is the responsibility of each Party to immediately inform the other Party in writing of any major failures.
- 3.12 If a Party identifies a fault occurring in its network which may have an adverse effect on the other Party's network or equipment or affects the services provided to Customers, the Party identifying the fault shall promptly notify the other Party of the existence of the fault, and the remedial actions being taken by it.
- 3.13 In the event of interruption or failure of any of the network facilities, the Party which has control or owns the network facility will restore services as soon as is reasonably practicable giving the highest priority and service to faults that are service affecting and to recurring faults affecting any part of its network.
- 3.14 Difficult or reoccurring faults may need to be investigated by a joint engineering team with members from each Party. The formation of such joint engineering team does not imply that employees from one Party have any rights of access to or inspection of the other Party's premises, equipment, documentation, etc.
- 3.15 Both Carriers will assist wherever possible in the identification and rectification of faults on an interconnect route.

4 . Fault Resolution Escalation

- 4.1 Each Party is responsible for its own fault or problem management escalation procedure. Both Parties will have joint escalation procedures in respect of faults relating to traffic which cross or are to cross both Parties network and also for faults that occur at the POI. These processes will be aimed at achieving restoration times.

4.2 The fault restoration performance shall be reviewed each quarter or at mutually agreed intervals.

5. Customer Fault Management

5.1 Both the Access Seeker and eB will establish and maintain, at their own costs, a fault reporting service that allows their Customers who are connected to their respective networks, to report such faults directly to their fault management systems.

5.2 Both eB and the Access Seeker will ensure that they advise their directly connected Customers to report all faults to the fault reporting service set up by the relevant operator, and will manage its fault reporting and identification on a non-discriminatory basis.

5.3 All communication to a Customer must be truthful and reflect the true nature and location of the fault.

5.4 If a Customer reports a fault to a Party to which it is not directly connected, that Party must promptly inform the other Party to which the Customer is directly connected of this reported fault in order to coordinate efficient and prompt repair regardless of the location of the fault.

6. Fault Rectification Response Time

6.1 Each Party to the Access Agreement agrees to respond and rectify faults in its network in accordance with the agreed response and rectification time frames set out in Annex B herein.

6.2 In undertaking service restoration in respect of interconnect traffic, must have regard to, without limitation, the following principles:

- (a) service restoration taking priority over equipment repair;
- (b) automatically bringing in available standby capacity and/or undertaking network management actions to restore service;
- (c) monitoring equipment and alarms and carrying out testing to determine the nature and location of the fault;
- (d) if the fault is identified, immediately rectifying the fault, if possible;

- (e) if the source of the fault cannot be quickly identified and cleared, the Party which has identified the fault shall notify the other Party of the problem and keep that other Party informed as agreed in the Access Agreement of the progress in relation to the identification and rectification of the fault;
- (f) if the source of the fault has been identified by a Party but immediate rectification is not feasible, the Party responsible for rectification shall immediately notify the other Party of the estimated fault rectification time (which will be based on the Party rectifying the fault using its best endeavours in the light of the nature of the fault and its effect on services); and
- (g) if a Party had rectified a fault on a temporary basis, the said Party must inform the other Party of this fact and provide the timeline for the permanent repair.

6.3 The owner of the equipment is responsible for providing spares.

6.4 All fault reports to Interconnect Fault Reporting Centre/Fault Reporting Centre shall be acted upon promptly. Such actions shall include the exchange of:

- (a) a unique fault reference number;
- (b) the date and time the fault was initially reported; and
- (c) the date and time the fault was informed to the other Party.

6.5 Network failures can have a considerable impact on the quality of service perceived by Customers. Both Parties shall prepare a common interconnection restoration plan and test and review this plan regularly.

7. Fault Details Reporting

7.1 In the case of a planned maintenance, the Party planning must inform the other Party, in writing, fourteen (14) business days the following information:

- (a) date and time;
- (b) type of activity;
- (c) expected duration;

- (d) fault impact categories (for example service affecting, service threatening or others);
 - (e) contact telephone number and contact person.
- 7.2 If the planned maintenance is not restored to full service within the expected duration, the additional maintenance time shall be regarded as an unplanned maintenance occasioned and the procedure for dealing with unplanned maintenance shall apply.
- 7.3 Upon detection of a fault requiring emergency maintenance, the relevant Interconnect Fault Reporting Centre/Fault Reporting Centre shall be notified. At the time of notification the fault could have ceased to exist or could still be persisting.
- 7.4 In cases where the emergency fault has ceased to exist, the Interconnect Fault Reporting Centre/Fault Reporting Centre will note the occurrence, duration and details of the failure.
- 7.5 In the event that either Party reports a service fault, the reporting Party will be required to provide the following information for fault handling and record purposes:
- (a) circuit number;
 - (b) the time the fault occurred;
 - (c) full details of the fault;
 - (d) contact person, telephone number and the fault reference number of the Party reporting the fault;
 - (e) contact name and telephone number of the reporting Party's personnel for fault clearing operation and assistance if needed;
 - (f) agreement from the Customer to release the affected parts of the service for testing. If access to the circuit is withheld by the Customer, the Customer's employees or agent, this withholding period will not be included in the calculation of service availability.

8. Technical Obligations

- 8.1 Subject to the technical obligations set out in the ARD, each Party will adhere to the relevant guidelines and all applicable technical standards adopted or issued by the Commission from time to time.
- 8.2 The Parties shall if necessary agree to a technical and implementation manual in respect of the facilitation of the access to the required Network Facilities and/or Network Services. Such manual shall be agreed to within thirty (30) days from the date of execution of the Access Agreement, or such longer period as may be mutually agreed. If the Parties are unable to do so, then there shall be deemed to be a dispute arising between the Parties, and notwithstanding the conditionality of the Access Agreement, the provisions of the ARD shall apply.
9. Network Protection and Safety
 - 9.1 The Parties agree that each of them is responsible for the safe operation of its side of the network boundary, and shall take all reasonable steps to ensure that its side of the network, its network operations, and the implementation of the Access Agreement:
 - (a) will not endanger the safety or health of any person, both its own personnel and those of the other Party;
 - (b) will not cause physical or technical harm to the other Party's network, including causing damage, interfering with or causing deterioration in the operation of the other Party's network.
 - 9.2 Both Parties shall ensure all work places are safe and they are in compliance with safety procedures appropriate to the activities being undertaken.
 - 9.3 Due to the dangers of exposure to radiation from optical power sources, it is imperative that safety procedures be followed which ensures that personnel do not work on fibre optical systems unless the power sources to the laser has been turned off at both terminals.
 - 9.4 Should a member or staff of either Party become ill or sustain injury while on or at the other Party's site, every priority must be offered to assist the individual to receive first aid.
 - 9.5 Should any visitor or employee have an accident, full details must be reported to the other Party within one (1) business day.

10. Interference to the Network

10.1 Both eB and the Access Seeker shall take all necessary precautions against interference, and shall not knowingly, do anything or permit any third party to do anything in relation to its network and/or equipment which will:

- (a) cause radio interference to the other Party's network; and
- (b) materially obstruct, interrupt or impede the continuous use or operation of the network facilities, network services or equipment.

10.2 If either eB or the Access Seeker ("the Notifying Operator") notifies the other Party ("the Recipient Operator") that the Recipient Operator's network facilities, network services or equipment is causing interference to the Notifying Operator's network facilities, network services or equipment, then the Recipient Operator shall upon receipt of the aforesaid notice from the Notifying Operator, complete all rectification and repair works so that the interference ceases or do all things necessary to remove the interference.

10.3 If the Recipient Operator is unable to locate the source of the interference, the Recipient Operator shall notify the Notifying Operator and the Parties agree to meet within twenty-four (24) hours of such notice and inspect each others network facilities, network services or equipment to locate the source of the interference.

11. Quality of Service

11.1 Subject to technical capacity, the access provided by eB to the Access Seeker shall be at the QoS levels set out in Annex A herein.

12. Network Monitoring

12.1 Each Party is responsible for monitoring alarms belonging to its own network.

12.2 Regular meetings are to be held to review the performance of the interconnection, the operational information exchanged between the Parties by the Interconnect Steering Group or ISG.

13. Access to POI

- 13.1 A Party leasing network facilities from a third party to install its equipment, shall be responsible to negotiate and obtain approval from the third party in order that the other Party is able to gain access to the third party premises for the purpose of operations and maintenance work.
 - 13.2 A Party which intends to gain physical access to a POI site belonging to the other Party for installation or operations and maintenance work, must take necessary steps to comply with that Party's existing security procedure/ arrangement in practice at the site.
 - 13.3 Each Party shall give seven (7) business days prior written notice to the other Party of its intention to access the other Party's POI site for the purpose of carrying out preventive maintenance on its Equipment, unless a fault exists which warrants immediate action.
 - 13.4 If a Party detects a fault, defect or problem at the other Party's equipment located at the POI site, and this fault, defect or problem causes or might cause damage to its network facilities, the first mentioned party must:
 - (a) promptly notify the other Party as soon as possible.
 - (b) take immediate appropriate protective action with respect to its equipment and subsequently notify the other Party.
 - 13.5 If a Party reasonably determines that the other Party's POI equipment located at the POI site poses an immediate risk of personal injury or significant property damage, it may take interim measures necessary to prevent such injury or damage, pending attendance by the other Party to perform corrective work.
14. Call Tracing
 - 14.1 The instances necessitating call traces have been classified as emergency or engineering. Both Parties will use their best endeavours to trace calls at the time the call is in progress. On occasions where this is not possible, each Party will endeavour to perform a trace retrospectively using the CDR.
 - 14.2 When a call is traced to another interconnect route, the corresponding Party will be requested to complete the call trace.
 - 14.3 Emergency call traces are typically undertaken in respect of 999 or 994 calls, malicious calls and serious crime. Each Party according to its own internal guidelines separately performs emergency call traces

and procedures and each Party shall comply with the Instruments and law.

14.4 Engineering call traces are typically undertaken in respect of test calls and Customer or other faults.

14.5 Engineering call traces may be requested but priority will not normally be given unless specifically agreed. These calls will be traced only at the discretion of either Party upon request from the other Party, and the call trace will be done solely under the control of the two Parties and shall only be carried out for fault rectification only.

15. Contact List

Each Party will have to make available a list of contact information consisting of the name, designation of the contact person, contact telephone and facsimile numbers.

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PART 2

ANNEX A

QUALITY OF SERVICE LEVELS

The QoS which eB will provide to the Access Seeker is as set out below and are the standard offerings.

Network Quality %	Threshold
Successful Call Rate	Up to 94%
1.1 Answered Call	
1.2 Busy Call	
1.3 No Answer Call	
1.4. Call Abandon	
Call Establishment Rate (1.1 + 1.2 + 1.3)	Up to 85%
Unsuccessful Call Rate	6%
2.1 Network Fault	3%
External Technical Irregularities/Error (ETI)	2%
Internal Technical Irregularities/Error (ITI)	1%

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ANNEX B

FAULT RECTIFICATION RESPONSE TIMES

The following Fault Rectification Response Times shall apply to both Parties:-

Priority Level	Fault Types (examples)	Response Time and Update Frequency	Restoration Time[calculated from time of report]
Level 1	1. Major switch outage 2. Transmission bearer total outage 3. Route blocking > 50% 4. Major signalling problem 5. Major routing issues	Every 1 hr	4 hrs
Level 2	1. Minor switch outage 2. Minor routing issue 3. Minor signalling problems 4. Route blocking 10%-50%	Every 4 hrs	24 hrs
Level 3	1. Faults affecting single or small number of Customers 2. Route blocking <10%	Every 24 hrs	72 hrs
Level 4	1. Remote Congestion 2. External Technical Irregularities (ETI) 3. Other performance related issues	Every 48 hrs	14 days

For the purposes of this Annex B, the following are the explanatory notes to the above table:

- (a) All faults reported shall be given a "Priority Level" as set out in the above table for response, reporting frequency and restoration

purposes and eB and the Access Seeker shall cooperate fully with one another to achieve the given time targets based on the severity of the fault reported.

- (b) “Response Time” refers to the time for either eB the Access Seeker (“the Faulty Party”) whose network or service is faulty to respond to and appropriately attend to the fault. Response times are to be measured from either the time the fault is notified by the other Party to the Faulty Party or from the time when the Faulty Party first becomes aware of the fault, whichever is the earlier.
- (c) “Restoration Time” refers to the time taken by the Faulty Party to restore a faulty service and is determined by the period between the reporting of a fault to the respective Interconnect Fault Reporting Centre/ Network Management Centre of that Faulty Party and the restoration of the faulty service.
- (d) Where the fault is due to a major external plant failure for example cable dug up or aerial collapse, a longer period of time should be allowed for restoration.

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PART 2

Schedule 8
Price List

[To Be Inserted]