
Annexure I : List & Description

Annexure I

List and Descriptions of Facilities and Services by CT Sabah

A. List of Facilities and Services

1. General

- 1.1 Section A of Annexure I sets out the list of Facilities and Services which may be provided by CT Sabah to the Access Seeker.
- 1.2 The following table tabulates the Facilities and Services provided by CT Sabah.
- 1.3 CT Sabah reserves the right to amend the Facilities/Services listed herein by adding, removing or altering the Facilities/Service.

B. Service Description

B (i) End-to-End Transmission Service

1. General

- 1.1 Section B(i) of Annexure I sets out the terms and conditions which are applicable to Domestic Network Transmission Service.
- 1.2 Domestic Network Transmission Service is a Facility and Service by Bandwidth Services connection for the carriage of communications between transmission points of the Access Provider via network interfaces at such agreed transmission rate between Access Provider and Access Seeker.

2. Provision of Domestic Network Transmission Services

- 2.1 Subject to the Access Seeker complying with the Ordering And Provisioning Obligations in Schedule A, CT Sabah will provide in accordance with the terms and conditions of this Access Agreement and the applicable Schedules and Annexure herein, Domestic Network Transmission Services requested by the Access Seeker.

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- 2.2 Where the Access Seeker leases Domestic Network Transmission Services from CT Sabah, CT Sabah's Equipment can be shared in the Access Seeker's premises in accordance with Section 5.13 of the MSA Determination, Section B(ii) below and Schedule C.
 - 2.3 The Access Seeker shall provide CT Sabah reasonable access to its premises when CT Sabah reasonably requires it for the purpose of installing, maintaining, modifying or removing Equipment related to the provision of Domestic Network Transmission Services by CT Sabah.
 - 2.4 CT Sabah shall ensure that the Domestic Network Transmission Services conform to the QOS Standards and Technical Specifications, subject to the Access Seeker's use of those Transmission Capacity Services in accordance with the Technical Specifications and other agreed requirements.
 - 2.5 The minimum period in which the Access Seeker may lease Domestic Network Transmission Services is one (1) year.
 - 2.6 The Access Seeker will pay to CT Sabah for Domestic Network Transmission Services stated in Section B.1 of Annexure 1 provided by CT Sabah, Charges in accordance with the applicable provisions set out in Annexure II.
3. Fault Reporting, Operations and Maintenance
- 3.1 Fault Handling Procedures
Both Parties agree to be involved in the process of expeditiously handling a problem from its recognition to its satisfactory resolution.
 - 3.2 Fault Reporting Procedure (FRP)
 - 3.2.1 If Access Seeker encounters a problem with the network transmission while operating on Access Provider's Services, Access Seeker may fully utilize the Access Provider's Helpdesk service by calling the toll free number at 1800887635 or log in to Access Provider's Helpdesk website at <http://www.ctsabah.com.my> and lodge the fault report online using the relevant Fault Reporting Document. The Helpdesk service is available twenty four (24) hours a day, seven (7) days a week for fault reporting and rectification services to Access Seekers.

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3.2.2 Access Provider's standard forms including Fault Reporting Document (FRD), Fault Report Response (FRR), and Network Interruption Notice (NIN) are attached in Annexure V.

3.3 Trouble-Shooting Action

3.3.1 Both Parties to perform the trouble-shooting at the nearest location first and subsequently determine which connection is probably causing the network interruption to avoid incidences whereby false error/alarm messages or codes on the system is misinterpreted to conclude that the Services has encounter a failure.

3.3.2 If Access Seeker encounters any network interruption/faults with its own network Equipment on Access Provider Network, refer to the following list of general suggestions before taking further actions:-

- (i) Always check that the network equipment/hardware are properly plugged in or connected into the working outlet. This is to avoid the recurrences of many incidences whereby the connectivity of the wiring/cables or network equipment is not properly plugged into the socket, resulting in the alarms giving failure signals to the systems.
- (ii) Check all cable connections or network card installation for loose or incorrect connections to the working outlet/socket.
- (iii) Ensure that all wired connectivity and network communication cards are in good conditions and working conditions (properly plugged in).
- (iv) Meanwhile, please alert the Access Provider's Helpdesk personnel on the situation and Access Provider technical personnel will perform a software loop-back test on Access Provider's node to confirm whether or not the fault is originating from Access Provider network.
- (v) If everything of the above is fine, then log in the fault report as mentioned in Clause 6.2.1 above.

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3.3.3 Refer to the Fault Reporting Procedure (FRP) process flow-charts in Annexure V.

3.4 Status Progress of Service Restoration

3.4.1 Docket Number from NCC (FRD No.)

3.4.1.1 When Access Seeker lodges in fault report to Access Provider's Helpdesk website, a DOCKET NUMBER (FRD NO:) shall be released immediately. Access Seeker must record the DOCKET NUMBER (FRD NO:) for official record submission on the Fault Reporting Document (FRD) to Access Provider and for reference on restoration progress. In the event the fault restoration progress reveals that the Service interruption lies on the side of the Access Seeker's network or apparatus, the docket shall be cancelled and Access Seeker shall be liable to "docket cancellation" charges to be determined by Access Provider.

3.4.2 Interval Status Progress

3.4.2.1 Once the network interruption/faults are lodged at Helpdesk, Access Seeker can seek updates at intervals of every half (1/2) an hour (30 minutes) on the status progress of the reported faults via the Helpdesk website or the toll free line.

3.4.2.2 When Access Seeker requires updates on the status progress of the reported faults, the Docket Number (FRD No:) shall be used as an Identification Number whenever Access Seeker calls Helpdesk or logs in the website without having to re-introduce, or re-describe and provide other details of identification for the second time.

3.4.2.3 The Docket Number (FRD No:) is centrally managed and kept in a database for reporting and administration purposes. These Docket Number shall act as a reference numbers to retrieving or checking the details of the nature

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of network interruption / faults and actions taken to rectify the reported faults.

3.4.3 Submission of Fault Reporting Document (FRD) to Helpdesk Website

3.4.3.1 Access Seeker is required to officially submit the FRD on network interruption via the Helpdesk website to ensure that both Parties are fully aware of occurrence of network interruption/faults.

3.4.3.2 The submission of FRD shall be evidence that Access Seeker has officially lodged the complaints with the Access Provider for any network interruption/faults and shall be the reference for all intents and purposes

3.5 Scheduled Outage / Maintenance

3.5.1 Scheduled outage/maintenance are scheduled maintenance work involving components of Access Provider's network whereby a minimum downtime are expected for each maintenance work. Network Interruption Notice (NIN) shall be issued by Access Provider to Access Seeker for each maintenance work at least 1 week before the scheduled date and subject to Access Seeker's approval if the scheduled date is other than as stipulated in the yearly schedule which is to be provided in advance by Access Provider.

3.5.2 Access Provider shall have the right to carry out planned outage from time to time for the purpose of all related Network Services, hardware and software maintenance provided that Access Seeker is notified for co-operation two (2) weeks in advance. Access Seeker may request for the date and time to be altered in which case every effort shall be made to accommodate the request.

3.6 Network Management System (NMS)

3.6.1 Access Provider's NMS incorporates the concept of network configuration modeling, which is beyond the management system to build intelligent relationships

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between devices, their associations with the networks and sub-networks.

3.6.2 Access Provider offers network configuration management and performance features, which are specially designed for high performance capability, unparalleled flexibility, backed by comprehensive technical support.

3.6.3 The database representation of the network attains comprehensive information such as date of installation and inspection. Physical information of equipment or any information that may be necessary for operations and monitoring purposes, relocation, routine maintenance, upgrading or ultimate replacement.

3.6.4 Access Provider National Control Center is specialized to perform Element and Network Management Systems functions for complete control of Access Provider transport network.

3.7 Care and Support

3.7.1 Access Provider shall provide care and support services to Access Seeker encompassing:

- (a) Services inquiries;
- (b) Receiving complaints, suggestions or recommendations;
- (c) Receiving and responding to problem reports (calls);
- (d) Notifying Service restoration status and verification within an agreed time frame; and
- (e) Updating new or enhanced Services.

4. Service Level Obligations

4.1 Quality of Service

4.1.1 Access Provider shall monitor and manage the entire network or its equipment using its Network Management System (NMS) towards ensuring the Network Services availability, reliability and customer satisfaction.

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4.1.2 Reasonable help and assistance shall be given by both Parties to meet their respective obligations. It is acknowledged by Access Provider that the Services are offered as a high quality service and that achieving the required quality level is of the essence of the Agreement.

4.1.3 The quality of service to be provided for the Bandwidth Services (as listed in Annexure I) pursuant to this Agreement shall be mutually agreed between the Operators in terms of Service Availability. Service Availability (SA) is the percentage of time (measured in minutes) in given period (annually) whereby the services is capable of carrying traffic.

4.1.4 The computation of SA for the purpose of Clause 4.1.3 shall be as follows:-
Service Availability for each Service link is calculated as follows:-

$$SA \% = \{ 1 - (X/Y) \} \times 100$$

Where X is the total outage time in minutes per annum in respect of the Service link, Y is the total time measured in minutes for the corresponding year.

4.2 Data Collection for SA Calculation

4.2.1 In SA calculation, the outage time for each event of service non-availability shall commence from the time of notification (using Fault Reporting Document (FRD) form (Appendix 1) as logged through the website by Access Seeker (or in cases of verbal notification made by Access Seeker to Helpdesk, all verbal notifications shall be confirmed by written notification (using Fault Reporting Document (FRD) form (Appendix 1) logged in the Helpdesk website by Helpdesk personnel) and shall end upon restoration of the Service as evidenced by the FRD Response (Appendix 2) form as logged in by Helpdesk personnel to Access Seeker. Service non-availability is an event whereby the Bandwidth Services is not able to carry traffic from end-to-end in the Link.

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- 4.2.2 Access seeker shall ensure that the Service non-availability is not caused by the malfunction of Access Seeker's equipment before making the report. Upon the making of the report, CT Sabah shall open a docket number.
- 4.2.3 Upon the restoration of the Service, Helpdesk personnel will call Access Seeker by phone for confirmation of the fault restoration. Following Access seeker's confirmation on the fault restoration the FRD Response (Appendix 2) form will be forwarded to Access seeker through the Helpdesk website confirming the restoration of the corresponding FRD form.
- 4.2.4 The docket number is closed when the FRDR form is generated to Access Seeker.
- 4.3 Exclusion in Service Availability Calculation
 - 4.3.1 In the calculation of SA, periods of non- availability of Services shall be excluded to the extent that such non- availability resulted from one or more of the following causes:
 - a) Any act of omission of any entity of Access Seeker.
 - b) Damage to network facility due to Force Majeure,.
 - c) Scheduled outage/maintenance and Preventive outage/maintenance as notified to Access Seeker.
 - d) Faulty equipment of Access Seeker.
 - e) Network facility damage due to third parties.
 - f) Access Seeker's faulty infrastructure or internal wiring.
 - g) Deferment of service restoration request by Access seeker.
- 4.4 Service Level Guarantee
 - 4.4.1 Access Provider guarantees 99.9% SA per annum. If the SA per annum falls below 99.9% per annum Access Seeker shall be entitled to a rebate calculated in accordance to the formula below:

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{99.9 % – SA %} x Total rental per annum for the Service link

- 4.4.2 The rebate payable pursuant to Clause 4.4.1 shall be subject to a maximum sum equivalent to 1 month rental for that Service link.
- 4.4.3 Save as expressly set forth in this Agreement, all conditions and warranties, express or implied, statutory or otherwise, (including but not limited to any concerning the fitness of the Services or any part thereof for a particular purpose) are hereby excluded.
5. Acceptance Test
- 5.1 “Acceptance Test” means the acceptance test to be conducted jointly by Access Provider and Access Seeker to ensure that the Service is able to transmit signals in accordance with the technical specifications mutually agreed by the Parties in accordance to the Telecommunication Standards.
- 5.2 Upon confirmation of Order for a Service in respect of the Bandwidth Services, Access Provider shall prepare and set out a schedule (“Schedule”) for the Acceptance Test, which must be mutually agreed by the Parties. The Parties shall jointly conduct the Acceptance Test according to the agreed Schedule and Access Provider shall submit all test results of the Acceptance Test to Access Seeker within one (1) week from the completion of the Acceptance Test.
- 5.3 In the event the Acceptance Test is not successful for the purpose as set out in clause 7.2.2, both Access Seeker and Access Provider shall undertake to rectify the defects immediately until the Acceptance Test is successfully completed in accordance to Technical Standards agreed by the Parties, whereupon Access Provider shall issue the acceptance certificate (“Acceptance Certificate”) wherein Access Seeker shall sign acceptance to the successful Acceptance Test within seven (7) days from the date of issuance of the Acceptance Certificate, failing which the Acceptance Certificate is deemed signed and accepted by Access Seeker.

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- 5.4 The successful Acceptance Test as evidenced by the Acceptance Certificate shall mean that the Service is ready for Service.

B(ii) Infrastructure Sharing

1. General

- 1.1 Section B(ii) of Annexure 1 sets out the terms and conditions which are applicable to Infrastructure Sharing.

2. Type of Infrastructure Sharing

- 2.1 The type of Infrastructure Sharing provided by CT Sabah is:

Infrastructure Sharing, which refers to the provision of space at specified network facilities to enable the Access Seeker to install and maintain it's own equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of CT Sabah. The specified network facilities are physical space in the form of Cabin Space or Tower Space and may include, wherever relevant, power, environmental services (such as heat, light, ventilation and air-conditioning), site maintenance and access for the personnel of the Access Seeker. The following diagram illustrates the Infrastructure Sharing.

3. Pre-requisites to Apply for Infrastructure Sharing

- 3.1 CT Sabah shall not be obliged to provide to the Access Seeker Infrastructure Sharing for the specified network facilities unless:

- (a) CT Sabah is the legal owner of the specified network facility;
- (b) the Access Seeker has the appropriate license from the relevant authorities to operate the service for the purpose for which the equipment is to be installed; and
- (c) there is no space constraint.

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4. General Terms and Conditions on Infrastructure Sharing
 - 4.1 Duration
 - 4.1.1 Infrastructure Sharing at a specified network facility, agreed between the Operators, shall be for a fix period of three (3) years and may be further renewed subject to the mutual agreement of the Operators.
 - 4.1.2 The term of the Infrastructure Sharing shall commence on the date ("Commencement Date"):
 - (a) the Operator agrees to commence Infrastructure Sharing; or
 - (b) the Access Seeker takes physical possession of the shared space ("Shared Space") at the specified network facility, whichever is the earlier.
5. Specific Terms and Conditions for Shared Space
 - 5.1 Use of Shared Space
 - 5.1.1 The Access Seeker shall only use the Shared Space for the sole purpose of providing communication services and shall not do or permit to be done any act or thing which is illegal or may become a nuisance or give reasonable cause for complaint by the owner or any of the other access seekers in CT Sabah's Shared Space or any other buildings adjoining the Shared Space.
 - 5.2 Storage
 - 5.2.1 The Access Seeker shall not permit to be kept on the Shared Space or any Section thereof:
 - (a) any materials the storage of which may contravene any ordinance, statute, regulation or bye-law;
 - (b) any materials the storage of which an increased rate of insurance is usually required; or
 - (c) any explosive, combustible or radioactive substances.

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5.3 Increase in Premium

5.3.1 The Access Seeker shall not do or permit to be done anything which would render the insurance policy or policies against damage by fire on CT Sabah's premise on which the Shared Space is located void or voidable or whereby the premium of the said policy or policies may be increased. In the event of an increase in premium or other expenses on renewal of such policy of policies due to a breach or non-observance of this condition by the Access Seeker, the Access Seeker undertakes to repay all sums paid by CT Sabah including the expenses incurred thereto.

5.4 Repairs

5.4.1 In the event of any damage caused to the Shared Space by the Access Seeker, the Access Seeker shall, at its own cost and expense, restore and to forthwith make good any replacement and/or repair (fair wear and tear excepted) as specified in the notice in writing given by CT Sabah to the Access Seeker specifying therein all necessary replacements and/or repairs to be effected.

5.4.2 If the Access Seeker fails to effect the replacements and/or repairs within the time period stipulated in the notice, CT Sabah may, whether or not together with its workmen, enter the Shared Space and make all necessary replacements and/or repairs. The costs for all such necessary replacements and/or repairs shall be a debt due from the Access Seeker and shall be recoverable by CT Sabah save where the replacements and/or repairs were due to the natural failure of the structure or due to CT Sabah.

5.5 Tenantable Condition

5.5.1 The Access Seeker shall keep the Shared Space and the interior thereof including the flooring and interior plaster or other surface material or rendering on walls or ceilings and CT Sabah's fixtures thereon including doors, window, glass shutters, locks, fastenings, electric wires, installations and fittings for electricity supply and other fixtures and additions and other goods therein including the items specifically attached

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thereto, if any, in good and tenable repair and condition (reasonable wear and tear excepted).

5.6 Consents, Licences and Approvals

5.6.1 The Access Seeker shall be fully responsible to obtain all necessary consents, permits, approvals and licenses from third parties and governmental authorities or agencies to carry out/provide its communications services at the Shared Space including operating and using all equipments, systems, cables, links and devices.

5.6.2 The Access Seeker shall further observe and comply with all laws, bye-laws, rules and regulations affecting the Access Seeker which are now in force or which may hereafter be enacted.

5.6.3 The Access Seeker shall further observe and perform and cause all its employees, independent contractors, agents or invitees to observe and perform all rules and regulations made by CT Sabah from time to time and notified to the Access Seeker in writing Provided Always that CT Sabah shall not be liable to the Access Seeker in any way for violation of the rules and regulations by any person including the Access Seeker or its employees, independent contractors, agents or invitees.

5.6.4 Sub-letting and Assignment

5.6.4.1 The Access Seeker shall not sub-let, assign or part with the possession of the Shared Space without the prior written approval of CT Sabah. Where CT Sabah allows the Access Seeker to sub-let the Shared Space, the Access Seeker shall be fully responsible for the acts and omission of its sub-lessee and shall ensure that its sub-lessee complies with all the Access Provider's obligations with respect to the Shared Space under this Agreement

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5.6.5 Payment of Quit Rents, Rates and Taxes

5.6.5.1 CT Sabah will pay all quit rents, rates (save for utilities), taxes, assessments which are or may hereafter be charged upon the Shared Space. Any increase in quit rent, assessment, taxes or rates on the Shared Space from the Commencement Date of the Infrastructure Sharing shall be borne equally between the Operators.

5.6.6 CT Sabah's Covenant

5.6.6.1 CT Sabah does not warrant or represent that it has obtained all the necessary approvals or permits from the relevant authorities to erect the infrastructure on the site in which the Shared Space has been rented to the Access Seeker. In the event that CT Sabah is required by the relevant authorities to dismantle the infrastructure on the site such that the Access Seeker is not able to:

- (a) install or utilise the equipment, system or devices thereon; or
- (b) provide its communication services at the Shared Space, the Access Seeker may, notwithstanding the minimum three (3) year period, terminate the Infrastructure Sharing at the Shared Space without liability. The Operators agree that the remedies set out in this Clause 4.6.6.1 shall be the only remedy against CT Sabah and CT Sabah shall not be liable to the Access Seeker for any damages, costs and/or expenses including but not limited to the costs of dismantling and removing the Access Seeker's equipment, system or devices. However, CT Sabah will use its reasonable endeavours to offer the Access Seeker other suitable sites.

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5.7 Utilities

5.7.1 The Access Seeker shall be responsible to apply for its own individual meter and power supply to the Shared Space and shall be further responsible for and bear the cost of all electricity utilised by the Access Seeker at the Shared Space

5.7.2 In the event that the Access Seeker's application to the relevant authority for an individual meter is not successful, the Access Seeker may, subject to CT Sabah's prior written approval, utilise the electricity supplied to CT Sabah at that premises provided that:

- (a) CT Sabah is of the opinion that the electricity power load is sufficient to be shared with the Access Seeker and other access seekers within its Shared Space; and
- (b) the Access Seeker reimburse CT Sabah for all electricity charges utilised by the Access Seeker at the Shared Space, the charges of which shall be determined by CT Sabah.

5.8 To Permit CT Sabah to Enter and View Condition

5.8.1 The Access Seeker shall permit CT Sabah and his agents, servants and contractors, to enter the Shared Space at all reasonable times and upon reasonable notice for the purpose of viewing the state and condition thereof or for any other reasonable purpose.

5.9 Installation of Equipment

5.9.1 The Access Seeker shall ensure that all equipment, system or devices on the Shared Space shall:

- (a) be type-approved and comply with all relevant laws and regulations;
- (b) not cause any frequency interference to CT Sabah's and/or any of the other access seekers' equipment or services provided in or around the Shared Space. Where the Access Seeker's equipment causes frequency interference to CT Sabah's and/or other access seekers' equipment or services provided in or around the Shared Space, the

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Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference; and/or (c) be electromagnetically compatible [in accordance with the prescribed standards] and shall not cause electromagnetic interference to the CT Sabah's and/or any of the other access seekers' equipment or services provided in or around the Shared Space. Where the Access Seeker's equipment causes electromagnetic interference to CT Sabah and/or other access seekers' equipment or services provided in or around the Shared Space, the Access Seeker shall immediately (and in any event no longer than 24 hours) take all such necessary steps to stop any such interference.

5.9.2 The Access Seeker shall only be permitted to install its Equipment on the Shared Space and shall not be permitted to install any other party's equipment, system and/or devices on the Shared Space without the prior written approval of CT Sabah.

5.9.3 The Access Seeker shall not damage, tamper, modify, alter or handle any equipment, system or devices belonging to CT Sabah or any other access seeker in the Shared Space and/or the Shared Space without the prior written approval of CT Sabah and/or the other access seeker.

5.10 Installation of Electrical Points and Plumbing Connection

5.10.1 The Access Seeker shall not install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliances or make any additional plumbing connections on or to the Shared Space without the prior written consent of CT Sabah.

5.11 Safety and Health and Security Procedures

5.11.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Health Act 1994 ("OSHA"). These provisions include the usage of personal protective equipment such as

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safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA.

5.11.2 The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents and are required to report any incidents including but not limited to accidents as a result of their works to CT Sabah within twenty four (24) hours from the time of the occurrence.

5.11.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by CT Sabah from time to time on site access and security procedures with respect to access to and use of the Shared Space. Further, the Access Seeker shall ensure the security of its Shared Space is such that no unauthorised person shall enter the Shared Space.

5.12 Exclusive Possession

5.12.1 The Access Seeker recognises that it does not have exclusive possession of the Shared Space since CT Sabah occupies the Shared Space and may sub-let or intend to sub-let the Shared Space to other parties. However, CT Sabah agrees that it shall not tamper, modify, alter or handle any equipment, system or devices belonging to the Assess Seeker at the Shared Space for the duration of the Infrastructure Sharing unless an emergency situation arises.

5.13 Vacating the Shared Space

5.13.1 The Access Seeker shall on the expiration or termination of the Infrastructure Sharing at each Shared Space, at its own cost and expense, remove all its equipment, system and devices which may have been installed by the Access Seeker and to peaceably and quietly yield up the Shared Space to CT Sabah with all CT Sabah's fixtures and additions thereto in good and tenantable repair and condition in accordance with the covenants herein contained.

5.13.2 The Access Seeker shall be given a grace period of five (5) Business Days to vacate the Shared Space effective from the expiry or termination of the

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Infrastructure Sharing during which no monthly rental will be charged by CT Sabah. Should the equipment, system or devices not be removed within the grace period, CT Sabah shall have the right to:

- (a) charge for the use of the Shared Space at the rate of two (2) times the current rental or the cost of reinstatement as debt due and payable; and
- (b) without any liability to the Access Seeker, dispose of the equipment, system or devices in such manner as CT Sabah deems fit with a one (1) month's written notice. If the Access Seeker fails to settle any debt due, CT Sabah shall have a lien on the equipment, system or devices and is entitled to retain such equipment, system or devices or to sell the equipment, system or devices at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be borne by the Access Seeker. CT Sabah shall be entitled to set off the proceeds from the sale of the equipment, system or devices against any and all debts due by the Access Seeker to CT Sabah.

5.14 Relocation of Tower/Cabin

5.14.1 Notice of Relocation

In the event that CT Sabah intends to relocate any of the Tower/Cabin utilised for the purpose of Infrastructure Sharing or for any purpose whatsoever CT Sabah shall prior to the relocation give reasonable written notification which in any case shall not be less than one (1) month written notice to Access Seeker before the proposed relocation date.

5.14.2 Disruption of Service during Relocation

During the relocation of any Tower/Cabin utilised for the purpose of Infrastructure Sharing there shall not be any disruption to the Service of Access Seeker under the Agreement for any period in excess of six (6) hours for each relocation PROVIDED that all relocation exercises shall be conducted during low peak hours only (herein defined as the hours between 0001 and 0600

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5.15 Compliance with Land Owners requirements

5.15.1 Access Seeker shall ensure that its employees, agents, contractors and servants observe and adhere at all times to the obligations and conditions imposed or shall be imposed by Keretapi Tanah Melayu Bhd (KTMB) or/and Petronas Gas Bhd (PGB), the landowner of the railway corridor and gas pipeline respectively, upon which the Towers and Cabins are erected and shall ensure its employees, servants, agents and contractors shall not do or omit to do anything which is in breach of such conditions and obligations as imposed by KTMB or PGB in relation to the use of the Cabin and Tower Space as Infrastructure Sharing.

5.16 Insurance

5.16.1 Access Seeker shall procure insurance at its own costs and expense to cover and protect AccessSeeker's own goods, property and Equipment in near under over or outside the Cabin or Tower Space utilised as Infrastructure Sharing against theft, public liability, fire, property damage consequential loss and others and Access Seeker hereby agrees that it stores and/or use the Cabin or Tower Space at its sole risk and shall not hold CT Sabah liable in the event Access Seeker suffers loss or damage as a result therefrom.

B(iii) Wholesale Local Leased Circuit Service

- (a) A Wholesale Local Leased Circuit Service is a Facility and/or Service for the carriage of communications by way of a private circuit between a POI at the Access Provider's premises and an End User location or an Access Seeker Point of Presence, available only at one end of a private circuit. The Wholesale Local Leased Circuit Service comprises transmission and switching, whether packet or circuit, at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.
- (b) The functionalities of the Wholesale Local Leased Circuit Service include:
 - (i) transmission and switching, whether packet or circuit;

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(ii) the signalling required to support the interconnect Link Service or onward transmission via a Trunk Transmission Service provided by the same Access Provider; and

(iii) a digital protocol including Internet Protocols.

Examples of technologies used in the Wholesale Local Leased Circuit Service would be Integrated Services Digital Network ("ISDN"), IP based networks and Ethernet interfaces.

B(iv) Domestic Connectivity to International Services

Domestic Connectivity to International Services is a Facility and/or Service which comprises physical connection services at the Access Provider's submarine cable landing station, between the Access Seeker's equipment and any submarine cable system to which the Access Seeker has informed the Access Provider that it has a right to connect.

B(v) Digital Subscriber Line Resale Service

(a) The Digital Subscriber Line Resale Service is a Service for the provision of connectivity for the carriage of certain communications, being data in digital form and conforming to Internet Protocols, to customer equipment insofar as it relates to IP addresses directly and indirectly connected to the Access Provider's network. The Digital Subscriber Line Resale Service uses digital subscriber line technology for carriage over the Communications Wire between the Network Boundary at an End User's premises and the Customer Access Module of the Access Provider's network.

(b) The Digital Subscriber Line Resale Service is limited to the wholesale provision of the digital subscriber line service ordinarily provided by the Access Provider to End Users.

B(vi) Wholesale Line Rental Service

The Wholesale Line Rental Service is a Service which allows an Access Seeker's Customer to connect to an Access Provider's Public Switched Telephone Network, and provides the Access Seeker's Customer with an ability to make and receive Call Communications.

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B(vii) Trunk Transmission Service

- (a) The Trunk Transmission Service is a Facility and/or Service for the carriage of communications between any two technically feasible network transmission points, not being End User locations or Access Seeker Points of Presence, on the Access Providers network, Via such network interfaces at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.
- (b) Network interfaces may use any technology as may be agreed between the Access Provider and the Access Seeker including, for example, Ethernet interfaces.
- (c) The functionalities of the Trunk Transmission Service include:
 - (i) transmission and switching, whether packet or circuit;
 - (ii) the signalling required to support the technology or to provide a service;
 - (iii) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
 - (iv) a digital protocol including Internet Protocols.
- (d) A technically feasible network transmission point in subparagraph (a) may include a submarine cable or satellite link between Sabah and Sarawak and Peninsular Malaysia. submarine cable landing centre or an earth station.
- (e) The Trunk Transmission Service may be for the carriage of communications which comprise of content applications service.
- (f) An Access Seeker for the Trunk Transmission Service which includes but not limited to a network facilities provider or network service provider which is only authorised to provide limited network facilities or network services such as in the last mile, but wishes to acquire the Trunk Transmission Service in order to connect its limited network facilities or network services.