

MYTV Broadcasting Sdn. Bhd.

(Company No. 897549-X)



Reference Access Offer

15 February 2019

Version 1.3

Issued pursuant to the Malaysian Communications and Multimedia Commission Determination on Access List, Determination No. 2 of 2015, Commission Determination on the Mandatory Standard on Access, Determination No. 3 of 2016 and Commission Determination on the Mandatory Standard On Access Pricing, Determination No. 1 of 2017

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INTRODUCTION

1. This Reference Access Offer (“RAO”) specifies the procedures and process to be followed by an Access Seeker who intends to acquire a Product from MYTV Broadcasting Sdn. Bhd. (Company No. 897549-X) (“MYTV”).
2. This RAO may be subject to amendments from time to time.
3. Where an amendment is made to the RAO, MYTV shall within twenty (20) Business Days supply an amended copy of the RAO to all Access Seekers who have submitted to MYTV an Access Request and which Access Request is still pending process by MYTV. The amendment to the RAO shall be effective after the expiry of the Initial Period if no notice of dispute is issued to and received by MYTV within the said period.
4. For the purposes of this RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the RAO other than an addition, deletion or substitution, which is undertaken to correct a typographical error or which is specifically mentioned in the RAO not to amount to an amendment of the RAO.
5. If the Commission revokes, varies or replaces the Access List in accordance with Section 56 of the Act, MYTV may, by giving written notice to all Access Seekers to whom it is supplying Access Service(s), withdraw or replace the RAO with effect from a date no earlier than the effective date of the Commission’s revocation, variation or replacement.
6. In the event any amendment is made to the RAO, MYTV shall notify all Access Seekers of the effective date of the amendment.
7. All notices, forms, requests which are required to be sent by the provisions set out herein, shall be marked “RAO” and sent to the following:

MYTV Broadcasting Sdn. Bhd.
2271, Jalan Usahawan 2,
Cyber 6,
63000, Cyberjaya, Selangor

Attention: Vice President, Regulatory

A change of address shall not be construed as an amendment to the RAO.

8. The terminology used in this RAO has the meaning ascribed to them in **Section B**. All other words and phrases used in this RAO shall, unless the context otherwise requires, have the same meaning as in the MSA.

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SECTION A: BACKGROUND AND SCOPE OF THE RAO

1. Introduction

1.1 This RAO only applies to Products that are consistent with the terms of the Access List.

2. Applicability to Licensees

2.1 This RAO applies to Access Seekers who are licensed under the Act as:

- (a) Content Applications Service Providers, and
- (b) Applications Service Providers.

2.2 MYTV's RAO contains the terms and conditions for the Digital Terrestrial Broadcasting Multiplexing Services ("DTBMS"):

- (a) Standard Definition Television Channel;
- (b) High Definition Television Channel; and
- (c) Digital Radio Channel.

3. Non-Applicability of the RAO

3.1 This RAO does not apply to Services which are not specified in the Access List.

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SECTION B: INTERPRETATION AND DEFINITIONS

This **Section B** contains the meanings to words, phrases and expressions used in this RAO. Notwithstanding the foregoing, where a word or phrase or expression used in the RAO is given a specific meaning in or by the context of the RAO, such word, phrase or expression shall bear such meaning notwithstanding the contents of this **Section B**.

Access Agreement	means the bilateral agreement entered into between MYTV and the Access Seeker which sets out the terms and conditions that govern the grant by MYTV of access to MYTV's Services.
Access Provider	means MYTV Broadcasting Sdn Bhd (Company No: 897549-X)
Access List	means the list of Facilities and Services determined from time to time by the Commission pursuant to Chapter 3 of Part VI of the Act and the current Commission determination is Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) which came into operation on 12 September 2015, which sets out a list of Access Service(s) determined by the Commission under Section 146 of the Act.
Access Seeker	means an Operator who makes written request for access to Services of MYTV or is being provided with Services by MYTV.
Act	means the Communications and Multimedia Act 1998 (Act 588).
Applications Service	bears the meaning ascribed to it under the Act.
Bank Guarantee	means a guarantee executed in favour of MYTV, on behalf of the Access Seeker, by a bank approved by MYTV and in a format acceptable to MYTV.
Business Day	means any day other than a Saturday, Sunday or public holiday (whether gazetted or not) which is lawfully observed as a national public holiday and on which commercial banks are open for usual banking business in Kuala Lumpur and Selangor.
Commission	means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act (Act 589) and also known as the Suruhanjaya Komunikasi dan Multimedia Malaysia.
Content Applications Service	bears the meaning ascribed to it under the Act.

Customer	means in relation to a Party, a person having a contractual relationship with the said Party for the provision of Applications Services including Content Applications Services by means of that Party's Services.
DTBMS	means Digital Terrestrial Broadcasting Multiplexing Service referring to a Service for the combining of multiple content applications service Transport Streams into a single Transport Stream with or without the addition of Conditional Access information. DTBMS consists of compression, multiplexing, distribution and transmission processes which is integral of the whole DTBMS system.
Facilities	means facilities which facilitates the provision of network services or application services, including content application services and "Facility" shall be construed accordingly.
Instrument	means a direction or determination or declaration made by the Minister or the Commission pursuant to the Act.
Licence	means an Individual Licence or a Class Licence granted by the Minister pursuant to the Act.
MSA	means the Malaysian Communications and Multimedia Commission Determination On Mandatory Standard On Access, Determination No. 3 of 2016.
Network Facilities	bears the meaning as ascribed in the Act.
Network Services	bears the meaning as ascribed in the Act.
Operator	means a network facilities provider, a network services provider, an applications service provider or a content application service provider (as the context requires) and includes both MYTV and the Access Seeker.
Party	means MYTV or the Access Seeker as the context requires and "Parties" means both MYTV and the Access Seeker.
Product	means each of the separate provision by MYTV of access to its Services and "Products" shall be construed accordingly.
RAO	means the Reference Access Offer issued by MYTV.
Security Sum	means security in the form of a Bank Guarantee provided or to be provided by the Access Seeker to MYTV for the supply of Access Service(s).
Services	means the provision by MYTV of access to Services and "Service" shall be construed accordingly.

SOC

means Service Operation Centre of MYTV which monitors and operate DTBMS system. SOC provide first level support for any defect on DTBMS that affect DTBMS availability and quality of service and manage support escalation process.

Third Party

means a party who or which is not a party to the Access Agreement.

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SECTION C: PRINCIPLES OF ACCESS

1. Legislative Background

- 1.1 Pursuant to the issuance of the Malaysian Communications and Multimedia Commission Determination on Access List, (Determination No. 2 of 2015) ("Access List Determination"); and
- 1.2 Following the issuance of the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No. 2 of 2003, the Malaysian Communications and Multimedia Commission issued the Commission Determination on the Mandatory Standard on Access Determination No. 3 of 2016 ("MSA Determination") which came into effect on 1st January 2017; and
- 1.3 Following the issuance of the Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2017 which came into effect starting from 20th December 2017, and
- 1.4 Pursuant to Section 5.3.3 of the MSA Determination, MYTV is pleased to prepare and maintain a Reference Access Offer ("RAO") in relation to Services on the Access List Determination which MYTV provides to itself or third parties and which:
 - (a) sets out the full terms and conditions on which MYTV is prepared to supply Services to Access Seekers, including the rates, charges, charging principles and methodologies to be applied for Services and any applicable fees or rebates;
 - (b) has description on Point of Interface;
 - (c) contain Copy of application form to be completed by the Access Seeker to apply for access to DTBMS;
 - (d) contains a copy of the MYTV's standard confidentiality and non-disclosure agreement; and
 - (e) contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination.

2. Standard Access Obligations

- 2.1 MYTV's RAO is consistent with:
 - (a) the standard access obligations stipulated under Section 4.1.1 of the MSA Determination and Section 149 of the Act; and
 - (b) the principles of reasonableness and non-discrimination stipulated under Sections 4.1.2, 4.1.3, 4.1.4, 4.1.5 and 4.1.6 of the MSA Determination.

SECTION D: ACCESS REQUEST PROCESS AND PROCEDURES

1. Introduction

1.1 An Access Seeker must comply with the following process if it wishes to obtain access to Services from MYTV.

1.2 These provisions apply in the following circumstances:

- (a) Where there is no current access agreement between MYTV and the Access Seeker; or
- (b) If there is a valid and subsisting access agreement between MYTV and the Access Seeker and, either:
 - (i) such access agreement will expire within four (4) months from the date when the Access Seeker makes a request; or
 - (ii) the requested Service is outside the scope of such access agreement.

2. Access Request Process

2.1 An Access Seeker that wishes to obtain access to any Service from MYTV, must submit an Access Request to MYTV. The Access Request shall contain the following information;

- (a) the name and contact details of the Access Seeker;
- (b) the Services in respect of which access is sought;
- (c) whether the Access Seeker wishes to accept the RAO, to negotiate amendments to the RAO or to negotiate an Access Agreement on alternative terms;
- (d) the information (if any) the Access Seeker reasonably requires MYTV to provide for the purposes of the negotiations;
- (e) two (2) copies of a confidentiality and non-disclosure agreement properly executed by the Access Seeker in the form prescribed by MYTV in Annexure 2;
- (f) preliminary information regarding the scale and scope of Services that the Access Seeker expects to acquire from MYTV pursuant to the Access Request;
- (g) relevant technical information relating to the interface Standards of the Access Seeker;
- (h) creditworthiness information in accordance with MYTV's requirements;
- (i) assessed security (or, if applicable, confirmation of security provided) in accordance with MYTV's requirements;
- (j) insurance information in accordance with MYTV's requirement;

- (k) bank guarantee information for security sum (12 months of service fee per channel); and
- (l) such other information as MYTV may reasonably request for the sole purpose of providing access to the requested Services.

2.2 Within ten (10) Business Days of receipt of the Access Request from the Access Seekers, MYTV shall respond in writing to the Access Seeker by either:

- (a) accepting the Access Request based on the terms and conditions in this RAO; or
- (b) accepting the Access Request and to negotiate the amendments to the RAO or the Access Agreement on alternative terms; or
- (c) requesting for further information from the Access Seeker; or
- (d) rejecting the Access Request.

2.3 Information disclosure: In the event of Paragraph 2.2 (a) and (b) above, MYTV must provide the following information to an Access Seeker within ten (10) Business Days of receipt of a written request from that Access Seeker for the provision of access (whether or not on the basis of a RAO):

- (a) any supplementary details of a Service offered by MYTV not included in the RAO, including details concerning all POIs and other locations (including sites deemed to be critical national information infrastructure and other secure sites) at which physical co-location, virtual co-location or in-span interconnection is available to Access Seekers;
- (b) any supplementary access charges for access to Services not included in the RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
- (c) all supplementary technical information relating to the Services which may be the subject of the Access Request, which are not included in the RAO, 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, the MYTV's Network;
- (d) supplementary details of the MYTV's operational processes and procedures not included in the RAO (e.g. regarding escorted access at sites deemed to be critical national information infrastructure or other secure sites);
- (e) supplementary details of the MYTV's provisioning cycles not included in the RAO and any impact such cycles may have upon an Access Request by the Access Seeker (e.g. capacity constraints);
- (f) details of the MYTV's alternative quality of service targets not included in the RAO and actual achievements of service targets in respect of the Services which may be the subject of the Access Request;

- (g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by MYTV under Sections 5.3.9, 5.3.10 and 5.3.11 of the MSA Determination; and
- (h) MYTV's reasons for failing to supply any of the information referred to in Sections 5.3.7(a) to 5.3.7(g) of 5.3.7 of the MSA Determination.

Prior to the provision of information under Section 5.3.7 of the MSA Determination, MYTV may request the Access Seeker to enter into a confidentiality and non-disclosure agreement in accordance with Section 5.3.8 of the MSA Determination.

3. Acceptance

3.1 If the Access Request made by the Access Seeker accepts the terms and conditions of this RAO as the basis for the access to the Services offered to be provided by MYTV, then MYTV shall issue two (2) copies of the RAO to the Access Seeker which the Access Seeker shall execute and return to MYTV within ten (10) Business Days together with one (1) copy of the executed confidentiality and non-disclosure agreement.

3.2 If:

- (a) the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the access agreement, and
- (b) MYTV is willing to proceed to negotiate the Access Request and the terms and conditions of the access agreement;

then MYTV shall do the following:

- (i) execute the confidentiality and non-disclosure agreement and forward to the Access Seeker for signature and a copy of the executed confidentiality and non-disclosure agreement shall be forwarded to the Access Seeker;
- (ii) issue the draft Access Agreement; and
- (iii) specify a place, date and time no later than fifteen (15) Business Days from the date of MYTV's response, of which the Parties shall negotiate the terms and conditions of the Access Agreement; and
- (iv) require the Access Seeker to provide such additional information as may be reasonable in the circumstances.

4. Request for Further Information

4.1 MYTV may request the Access Seeker to provide further information on the Access Request.

4.2 The Access Seeker shall within ten (10) Business Days provide further information to MYTV as requested pursuant to Paragraph 4.1 above.

- 4.3 If in MYTV's 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.
- 4.4 For the avoidance of doubt, MYTV may make more than one request for additional information from the Access Seeker in order for MYTV to make a decision as to whether to accept or reject the Access Request. Each request shall be subject to the provisions in Paragraph 4.2 and 4.3 above.
- 4.5 If the Access Seeker does not provide further information in response to a request made by MYTV, then the Access Seeker shall be deemed to have revoked the Access Request.

5. Rejection of Access Request

- 5.1 If MYTV rejects an Access Request, MYTV shall inform the Access Seeker and indicating the date its representatives are available to meet the Access Seeker. The Access Seeker may attend and meet with the representatives of MYTV on the date and time and at the venue specified which date shall not be later than seven (7) Business Days from the date of rejection notice of the Access Request.
- 5.2 If the Access Seeker fails or neglects to attend the specified meeting without providing acceptable reasons in writing at least one day prior to the date of the meeting, then such failure shall be deemed to be acceptance of the rejection of the Access Request.
- 5.3 If the Access Seeker does attend, and the rejection of the Access Request is not resolved (whether at that meeting or any subsequently agreed meeting), then either MYTV or the Access Seeker may initiate the Dispute Resolution Procedures set out in Annexure 1 of this RAO.
- 5.4 Pending the final determination of the dispute, MYTV shall not be obliged to provide access to the Access Seeker.

6. Right to Reject

- 6.1 MYTV may reject an Access Request made by an Access Seeker upon any of the following grounds:
 - (a) the Access Request is not made in good faith; or
 - (b) the information provided by the Access Seeker is incomplete or false; or
 - (c) it is not technically feasible to provide access to the Services requested; or
 - (d) MYTV has insufficient capacity or space to provide the requested Services; or
 - (e) MYTV reasonably believes that the Access Seeker may fail to make timely payments for the requested Services; or

- (f) MYTV reasonably believes that the Access Seeker may fail, to a material extent, to comply with the terms and conditions of access of the relevant Services; or
- (g) does not currently supply or provide access to the requested Services to itself or to any third party; or
- (h) MYTV reasonably believes that access is being sought for a purpose in contravention of any laws; or
- (i) MYTV reasonably believes that the provision of access to the Access Seeker will be contrary to the objectives of the Act; or
- (j) MYTV is of the opinion that the provision of access to the Access Seeker will be detrimental to, or in conflict with MYTV's interest; or
- (k) on the basis of national interest.

6.2 MYTV shall not refuse an Access Request on the grounds of technical infeasibility unless MYTV establishes that there are substantial technical or operational concerns preventing the fulfilment of the Access Request. Each of the following matters shall be taken into account in determining whether access is technically feasible:

- (a) economic, accounting, billing, space or site concerns shall be disregarded by MYTV except that space or site concerns may be taken into account in circumstances where there is no possibility of expanding the space available on the relevant site;
- (b) any requirement for MYTV to modify its facilities or Equipment in order to meet the Access Request will not, on its own, mean that the access is not technically feasible;
- (c) if MYTV asserts that meeting the Access Request would have an adverse impact on network reliability, MYTV must provide evidence that provision of the requested Services would result in a specific and significant adverse impact on network reliability; and
- (d) MYTV must be able to demonstrate that it has considered and found not to be technically feasible (in accordance with this Paragraph) improvements that would allow MYTV to meet the Access Request (in whole, or in part, and including for an interim period until any primary difficulties can be resolved).

6.3 Notification of Rejection to the Access Seeker

If MYTV rejects the Access Request, MYTV shall within ten (10) Business Days of receiving the Access Request:

- (a) notify the Access Seeker in writing of MYTV's rejection;
- (b) provide reasons for rejection under Paragraph 6.1 above to the Access Seeker;
- (c) provide the basis for MYTV's rejection of the Access Request; and

- (d) indicate a date and time, not later seven (7) Business Days from the date of this notice of rejection, at which representatives of MYTV will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

7. Right to Withdraw Access Request

- 7.1 No later than the 5th Business Day following the date of the Access Request, the Access Seeker may withdraw the Access Request at no cost. The Access Seeker must inform MYTV in writing of its decision before the expiry of the 5th Business Day.
- 7.2 MYTV shall not be obliged to nor under any liability to fulfil an Access Request that is withdrawn.

8. Applicability for Additional Services

- 8.1 Notwithstanding that the Access Seeker may have entered into an Access Agreement with MYTV, the Access Seeker shall for each additional service of a type which it requires access to in addition or in substitution to the access already provided under an Access Agreement, submit an Access Request in accordance with the provisions set out above.

9. Processing and Other Charges

- 9.1 MYTV may charge the Access Seeker non-refundable fees for undertaking works to process the Access Request such as:
 - (a) Processing fee;
 - (b) Activation fee; and
 - (c) Additional DTBMS fee.
- 9.2 In the event additional and/or non-routine work i.e. non-administrative work or site visits or site surveys or technical surveys or technical evaluation work or testing etc, is required in order to process the Access Request, MYTV will charge a separate fee for undertaking such additional work.
- 9.3 The Access Seeker shall always remain liable to pay the fees for processing the Access Request and the undertaking by MYTV of the additional and/or non-routine work, notwithstanding the Access Request may have been rejected by MYTV or withdrawn by Access Seeker.

10. Commencement of Negotiation

- 10.1 If an Access Seeker has received a notice from MYTV to proceed with negotiation of the Access Agreement, the Access Seeker must within ten (10) Business Days of receipt of such notice submit to MYTV a list of its comments identifying the affected paragraphs with the proposed amendments, the priority of importance and the rationale for such change. The

Access Seeker shall also specify in such submission, the date when it proposes to commence negotiations.

- 10.2 If the Access Seeker shall have failed, neglected and/or refused to do so within the stipulated period in Paragraph 10.1 above, then the Access Seeker shall have been deemed to have withdrawn its Access Request.

11. Duration of Negotiations

- 11.1 All negotiations shall be concluded within one hundred and twenty (120) days from the date MYTV receives a written request to commence negotiations.

- 11.2 If negotiations are not completed within one hundred and twenty (120) days:

- (a) the Parties may jointly apply to the Commission for an extension of time to negotiate and if the extension of time is not granted by the Commission, there shall be deemed to be a dispute between the Parties and the dispute resolution procedures under Annexure 1 shall take effect; or
- (b) either Party may initiate the dispute resolution procedures.

12. Initial Meeting

- 12.1 The designated representatives of MYTV and Access Seeker shall meet on the date and time at the venue specified by MYTV, and shall:

- (a) agree a timetable for the negotiations, including milestones and dates for subsequent meetings;
- (b) agree the negotiating procedures, including:
 - (i) the calling and chairing meetings;
 - (ii) the party responsible for keeping minutes of meetings;
 - (iii) clearly defined pathways and timetables for escalation within each party of matters not agreed in meetings;
 - (iv) procedures for consulting and including in the negotiating process relevant experts from the staff of each of the parties; and
 - (v) procedures for preparing and exchanging position papers;
- (c) review the information requested and provided to date and identify information yet to be provided by each Party; and
- (d) identify what technical investigations, if any, need to be made and by whom such investigations should be made.

SECTION E: OBLIGATIONS FOR PROVISION OF INFORMATION

- 1.1 The obligations of each Party to provide information to the other Party are subject to MSA Determination and the requirements of confidentiality in the confidentiality and non-disclosure agreement signed by the Parties.
- 1.2 An Access Seeker must provide MYTV on a timely basis with all agreed information reasonably required to determine the rates and charges to be billed by MYTV to the Access Seeker or by each Party to its Customers.
- 1.3 To the extent permitted by Malaysian laws and any relevant guidelines or Customer service standards in force pursuant to the Operator's respective Licence conditions, the Operator will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective communications services and/or theft of the Operator's provided terminal equipment.
- 1.4 Information provided under the RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, credit history or credit capacity with any financial institution shall be treated with confidence and protected in accordance with Malaysian Laws.
- 1.5 Information required to be provided under the RAO need not be provided if the recipient Party has not established security measures that are adequate to protect the confidentiality of the information. If the recipient Party does not observe such security measures or any of the information is used by it for any purpose other than purpose for which it was given, the providing Party may deny the recipient Party further access to the information for the period during which the non-observance or non-conforming use of information is continuing. The Parties will cooperate to resolve the providing Party's reasonable concerns so that information exchange can be resumed as soon as possible.
- 1.6 The Parties acknowledge that when information (including for the purposes of this Paragraph any updated information) required to be provided under this paragraph is stored in a database, the Party entitled to receive the information will not be entitled to obtain direct access to the database. The precise method by which the information is to be made available will be determined by the Parties, having regard to the reasonable cost, convenience and security concerns of the Parties.
- 1.7
 - (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring a Party at any time to disclose to the other Party information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to the third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Party holding the information must use its reasonable endeavours to obtain the consent of that third person.
 - (b) After the Access Agreement comes into force a Party must use its best endeavours not to enter into any contract which would prevent it from making relevant information available to the other Party unless the contract includes a term which permits the contracting Party to make the information available if directed to do so by the Commission.

SECTION F: CONTENT OBLIGATIONS

- 1.1 The Content Obligations referred to in this RAO are as follows:
- (a) Forecasting Obligations as described in Part I of this Section;
 - (b) Ordering and Provisioning Obligations as described in Part II of this Section;
 - (c) Point of Interface Procedures as described in Part III of this Section;
 - (d) Decommissioning Obligations as described in Part IV of this Section;
 - (e) Network Change Obligations as described in Part V of this Section;
 - (f) Billing and Settlement Obligations as described in Part VI of this Section;
 - (g) Operation and Maintenance Obligations as described in Part VII of this Section;
 - (h) Technical Obligations as described in Part VIII of this Section;
 - (i) Term, Suspension and Termination Obligations as described in Part IX of this Section;
 - (j) Legal Boilerplate Obligations as described in Part X of this Section.

PART I - FORECASTING OBLIGATIONS

1. General
- 1.1 Part I of Section F sets out the forecasting procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
2. Forecasting Requirements
- 2.1 As a result of special network management requirements, the Access Seeker is required to provide an eighteen (18) months' rolling forecast.
- 2.2 The minimum intervals or units of time to be used in Forecasts regarding DTBMS is six (6) months.
- 2.3 The maximum frequency to update or to make further Forecasts regarding DTBMS is once every six (6) months.
- 2.4 The network area or operational area to which Forecasts shall relate, which area shall correspond to that which MYTV uses for its own network planning and provisioning.
- 2.5 Such other information that MYTV reasonably requires in order to provide access to Services requested by the Access Seeker (which shall not include any information that MYTV does not provide to itself in connection with forecasting for its own services).

- 2.6 The Access Seeker shall meet the requirements of forecasting process that enables MYTV to plan for the expected needs of the Access Service(s) in order to fulfil the forecast.
- 2.7 Prerequisite information: The Access Seeker may request preliminary information from the MYTV about the availability and capacity of its Services to the extent the Access Seeker requires such information to provide Forecasts.
- 2.8 Confirmation of Forecast: If MYTV, acting reasonably will incur significant costs to ensure that access can be provided in accordance with a Forecast (for example, because it will need to proactively augment its Network to provide access within the requested timeframes), MYTV may request the Access Seeker to confirm the relevant Forecast. Once confirmed, the Forecast is deemed to be an Order pursuant to Part II of Section F of this RAO.
- 2.9 Non-binding: Subject to Paragraph 2.8 above, MYTV shall not require an Access Seeker to provide Forecasts that are legally binding on the Access Seeker, except to the extent that MYTV is permitted to recover costs and expenses as set out in Paragraph 2.18 below.
- 2.10 Forecast provision: MYTV may only require an Access Seeker to provide Forecasts in accordance with a Forecast Request no sooner than four (4) weeks after receipt of a Forecast Request.
- 2.11 Use of Forecast Information: Forecast Information provided by the Access Seeker shall be treated by MYTV as Confidential Information of the Access Seeker and shall only be used by those personnel of MYTV whose role is within either:
- (a) MYTV's wholesale or interconnection group; or
 - (b) that part of the network engineering group of MYTV responsible for interconnection or access,
- for the purpose of responding to and planning for the Forecast and related Orders. MYTV must maintain records that indicate which persons are provided with access to Forecast Information and, on request from the Commission, provide a copy of such records certified by the MYTV's Chief Executive Officer.
- 2.12 Distribution of Forecast Information: MYTV may only distribute Forecast Information of an Access Seeker outside the groups of people referred to in Paragraph 2.11 above if:
- (a) the Forecast Information of the Access Seeker is aggregated with Forecasts provided by other Operators and the MYTV's own requirements (so as to protect the confidentiality of the Forecast Information); and
 - (b) the Forecast Information or its use does not otherwise identify the Access Seeker, its services or its Customers in any manner.
- 2.13 Time for response: MYTV must notify the Access Seeker within five (5) Business Days of receiving a Forecast whether or not MYTV considers the Forecast to be in compliance with the Forecast Request and:
- (a) if, MYTV considers that the Forecast does comply with the Forecast Request, to specify

in that notice the additional information which the Access Seeker is to provide to comply with the Forecast Request and MYTV will not require such information to be provided sooner than four (4) weeks after such a notice; or

- (b) if, MYTV considers that the Forecast does comply with the Forecast Request, to specify in that notice that the Forecast is provisionally accepted subject to verification of the details of the Forecast and the matters set out in Paragraphs 2.14(a) to 2.14(d) below.

2.14 Reasons for rejection: MYTV may only reject a Forecast following provisional acceptance where MYTV reasonably believes that the Forecast is inaccurate or, there is insufficient capacity having regard to:

- (a) the total current usage of the Services by MYTV and all Access Seekers;
- (b) the current rate of growth of the Access Seeker's usage of the Services;
- (c) the current rate of growth of total usage of the Services by MYTV and All Access Seekers; and
- (d) subject to Paragraphs 2.25 and 2.26 of Part II Section F of this RAO, the amount of capacity in the Services that MYTV currently has available and can reasonably provision for the Access Seeker over the Forecast period, which must be at least equivalent to that which MYTV can reasonably provision for itself.

2.15 Time for acceptance or rejection: MYTV must give notice of any acceptance or rejection ("Rejection Notice") of a Forecast to the Access Seeker:

- (a) within fifteen (15) Business Days of receipt of the relevant Forecast; and
- (b) such Rejection Notice (if any) must specify:
 - (i) the grounds on which MYTV rejects the Forecast in accordance with Paragraph 2.14 above, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Forecast; and
 - (ii) an offer to meet within five (5) Business Days of the Rejection Notice of the Forecast to discuss the reasons for rejection and alternative methods of compliance. The meeting shall take place between MYTV and Access Seeker if the offer is accepted by the Access Seeker.

2.16 Reconsideration by Access Seeker: MYTV must allow an Access Seeker to reconsider its Forecast following a Rejection Notice and allow the Access Seeker, within twenty-one (21) Business Days of receipt of a Rejection Notice, either:

- (a) to confirm its rejected Forecast, and explain why the Access Seeker considers that MYTV is obliged to accept the Forecast under this RAO; or
- (b) to submit a new Forecast which the Access Seeker regards as meeting MYTV's concerns.

- 2.17 Reconsideration by Access Provider: MYTV shall reconsider any re-submitted or amended Forecast provided pursuant to Paragraph 2.16 and Paragraphs 2.13 to 2.15 above shall re-apply.
- 2.18 Recovery for over-forecasting: MYTV shall not seek to recover any costs or expenses incurred due to its acceptance of a Forecast from an Access Seeker if the Forecast is not met by the Access Seeker unless:
- (a) such costs and expenses were reasonably and necessarily incurred by MYTV;
 - (b) MYTV reasonably seeks to mitigate its loss (including through its own usage) provided MYTV shall not be required to do so for any greater period than the relevant Forecast period; and
 - (c) MYTV only recovers from the Access Seeker, seventy-five percent (75%) of such costs and expenses which could not be mitigated under Paragraph 2.18(b) above.
- 2.19 Meeting Forecasts: Subject to Paragraphs 2.13 to 2.15 above, MYTV must carry out network planning in order to enable Forecasts to be met. If an Access Seeker has confirmed a Forecast under Paragraph 2.8 above, it will be binding on the Access Seeker.

PART II - ORDERING AND PROVISIONING OBLIGATIONS

1. General
- 1.1 Part II of Section F sets out the ordering and provisioning procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
2. Ordering Procedures
- 2.1 Contact point or mechanism: MYTV shall designate and notify an Access Seeker of one or more of the following:
- (a) a person to whom Orders for access to Services are to be delivered;
 - (b) a contact point to which Orders for access to Services are to be delivered (such as an e-mail address); and
 - (c) a mechanism where Orders for access to Services can be made (such as a web portal or B2B gateway), provided that if such a mechanism is the only method which MYTV provides for the receipt of Orders for that Service, MYTV cannot require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface between the Operational Support Systems (“OSS”) of the Operators).
- 2.2 Subject to Paragraph 2.3 below the Access Seeker may place firm orders for DTBMS services from time to time with the quantity indicated in the first year forecast.

2.3 Order content: The Access Seeker shall ensure that the order contains the following information to enable MYTV to access and fulfil the order;

- (a) the Services to which access is requested;
- (b) a requested date and time for delivery;
- (c) the location of the points of delivery;
- (d) equipment of the Access Seeker to be used in connection with the Order, to the extent it may adversely affect the MYTV's Network; and
- (e) such other information that MYTV reasonably requires in order for it to provision access to the Services as requested by the Access Seeker, provided that such information shall not include any information which:
 - (i) MYTV does not require from itself for similar provisioning; or
 - (ii) identifies, or which enables the identification of, a Customer or services of the Access Seeker.

2.4 Treatment of Orders: MYTV shall:

- (a) establish a single queue for all Orders for a given type of Service, whether those Orders are required for itself or any Access Seekers;
- (b) give the equivalent priority to the handling of all Orders in each queue; and
- (c) otherwise treat all Orders in each queue in compliance with its queuing policy established under Section 5.7.29 of the MSA Determination.

2.5 Acknowledgment of receipt: MYTV shall acknowledge receipt of an Order for Services, in writing (or any other material or electronic form as agreed by the parties), within two (2) Business Days as specified in the Service Specific Obligations for the purposes of Paragraph 2.5.

2.6 Notice of Receipt: MYTV must include in its Notice of Receipt the following information:

- (a) the time and date of receipt of the Order;
- (b) a list of any additional information reasonably required by MYTV from the Access Seeker to provision the Order;
- (c) if the relevant Services available to MYTV are below the capacity required to provide the relevant Services to the Access Seeker, MYTV shall inform the Access Seeker of the available capacity and timeframe for the fulfilment of the Order at the available capacity and (if relevant) with such augmentation as may be required to fulfil the Order as submitted;
- (d) the position of the Order in MYTV's queue.

2.7 Notice of Acceptance: MYTV's Notice of Acceptance to the Access Seeker must contain the following information:

- (a) the delivery date or activation date (as applicable), which must be the date that is requested by the Access Seeker, or, if that date cannot be met by MYTV, then no later than:
 - (i) the indicative delivery timeframe or activation timeframe i.e. twenty (20) Business Days, as specified in the Service Specific Obligations for the purpose of this Paragraph 2.8; or
 - (ii) the period of time taken by MYTV to deliver, or activate, such Services for itself, whichever is shorter;
- (b) the date when civil works (if any) are intended to commence;
- (c) the charges applicable to fulfil the Order;
- (d) such information as is reasonably necessary for the Access Seeker to benefit from access to the Services; and
- (e) the validity period, which shall be a period that is not shorter than three (3) months commencing from the date of the Notice of Acceptance ("Validity Period").

2.8 Commencement of delivery timeframes: The applicable delivery timeframe for an Order, as determined under Paragraph 2.8(a) above, shall commence from:

- (a) where the Access Seeker's confirmation of an Order is required under Paragraph 2.10 below, the date the Access Seeker confirms the Order in accordance with that Paragraph; and
- (b) in any other case, from the start of the Validity Period.

2.9 Access Seeker's confirmation:

- (a) The Access Seeker's confirmation of an Order is not required if MYTV accepts the Order without change. A change may include circumstances where delivery dates are delayed, estimated charges are exceeded or any other matter that requires further confirmation from the Access Seeker before MYTV can proceed with the Order.
- (b) Where the Access Seeker's confirmation is required for MYTV to proceed with fulfilling an Order as provided for under Paragraph 2.10(a) above, MYTV shall permit the Access Seeker to provide its confirmation within the Validity Period and shall not provision the Order until the confirmation is received. Upon receipt of such confirmation, MYTV shall fulfil the Order in accordance with the Notice of Acceptance.

2.10 Estimated charges: If the Notice of Acceptance provided by MYTV contains estimates of charges (e.g. based on time and materials):

- (a) MYTV shall not exceed the estimate without providing the Access Seeker with a written notice prior to exceeding the estimate that:
 - (i) the estimate will likely be exceeded;
 - (ii) an explanation of the reasons for exceeding the estimate; and
 - (iii) a further estimate of the charges for the work necessary to fulfil the Order;
- (b) MYTV shall permit the Access Seeker to withdraw the Order without penalty within ten (10) Business Days of the notice given by MYTV under Paragraph 2.11(a) above if the revised estimate in that notice exceeds the original estimate by more than ten percent (10%);
- (c) where the actual cost incurred by MYTV exceeds an estimate or revised estimate for a specific scope of work provided by MYTV due to:
 - (i) information or facts provided by the Access Seeker which are inaccurate or erroneous or not disclosed by the Access Seeker; or
 - (ii) a change in the scope of work by the Access Seeker,

the Access Seeker shall be obliged to pay MYTV for the actual cost incurred (but in no other circumstances); and.
- (d) MYTV shall commence work after the Access Seeker confirms that it is agreeable to the estimate or revised estimate, whereby such confirmation is to be provided by the Access Seeker within the timeframe set out in Paragraphs 2.8(e) or 2.11(b) above, as applicable.

2.11 Reasons for rejection: MYTV may only reject an Order from an Access Seeker where:

- (a) subject to Paragraph 6.2 of Section D of this RAO (as if references to 'Access Request' in that Paragraph were references to 'Order'), it is not technically feasible to provide access to the Services requested by the Access Seeker;
- (b) subject to compliance with Paragraphs 2.25 and 2.26 below, MYTV has insufficient capacity to provide the requested Services;
- (c) subject to Paragraph 2.14 below, the Order is in excess of the agreed Forecast levels;
- (d) the Order or variation request duplicates an Order awaiting fulfilment;
- (e) the Access Seeker has not obtained the necessary related agreements from MYTV (e.g. regarding access to a new Point of Interface);
- (f) there are reasonable grounds to believe that the Access Seeker would fail to a material extent, to comply with the terms and conditions of the Access Agreement and such concern cannot be addressed to MYTV's satisfaction, acting reasonably (e.g. through the

application of a security requirement in accordance with this RAO); or

- (g) there are reasonable grounds to believe that the Access Seeker would fail, in connection with the supply of the Services to protect the integrity of a Network, or the safety of individuals working on, or using services supplied by means of a Network or Equipment and such concern cannot be addressed to MYTV's satisfaction, acting reasonably (e.g. through the application of reasonable security or escorted access requirements).

2.12 Notice of rejection: MYTV's notice of rejection of an Order to the Access Seeker must:

- (a) set out the grounds on which MYTV rejects the Order, at a sufficient level of detail to enable the Access Seeker to understand the basis of the rejection and to undertake its own re-assessment of the Order; and
- (b) offer to meet, and meet if the offer is accepted by the Access Seeker, within five (5) Business Days of the notice of rejection of the Order to discuss the reasons for rejection and alternative methods of compliance.

2.13 Order in excess of Forecast: Notwithstanding Paragraph 2.12(b) above, MYTV must use its reasonable efforts to provide sufficient capacity to enable MYTV to accept and fulfil Orders from an Access Seeker for Services, which are in excess of the relevant Forecast. MYTV is only required to do so if, after meeting the Forecast requirements of other Access Seekers and itself, there is available capacity or MYTV could readily upgrade existing capacity. MYTV shall allocate the available capacity on a non-discriminatory basis to meet the over Forecast requirements of all Access Seekers and itself. MYTV is not required to supply Services in excess of the Forecast if, despite adopting any reasonable improvements (including upgrading capacity), this would cause a material degradation in the quality of Services provided to all Access Seekers and/or itself.

2.14 Indicative delivery times: The indicative delivery timeframe for DTBMS services is twenty (20) Business Days from the Notice of Acceptance or the confirmation of the order (as applicable) in accordance with Paragraph 2.9 above.

2.15 Early delivery dates: If MYTV, in the normal course of business, is able to offer a delivery date earlier than the delivery date that would otherwise apply, it must advise the Access Seeker in writing and, if requested by the Access Seeker, deliver access to the relevant Services at the earlier delivery date.

2.16 Delayed delivery dates: Where a delay in the delivery of an order is caused by the Access Seeker:

- (a) MYTV shall notify the Access Seeker of the delay to the delivery date as soon as practicable after MYTV becomes aware of it;
- (b) MYTV and Access Seeker must work together to minimise the delay; and
- (c) the delivery date specified in the confirmed order or indicative delivery time set out above shall be extended for a further period as may be reasonably necessary by MYTV;

or, where there is a delay caused by MYTV:

- (a) MYTV shall notify the Access Seeker of the delay to the delivery date, together with the reasons for the delay, as soon as practicable after MYTV becomes aware of the possible delay;
- (b) MYTV shall permit the Access Seeker to cancel the Order without penalty if the delay is longer than the equivalent time period for delivery of the Service; and
- (c) the delivery date shall be extended for a further period as may be reasonably necessary by MYTV.

2.17 Cancellation and variation of Orders: MYTV shall allow an Access Seeker to cancel or vary an Order at any time subject to Paragraph 2.19 below.

2.18 Cancellation or variation penalty: Except where this RAO provides that cancellation of an Order is to be at no penalty:

- (a) MYTV may impose a charge for the cancellation or variation of the Order; and
- (b) the charge which the Access Seeker is required to pay shall not exceed the lesser of the following amounts:
 - (i) the sum of costs necessarily incurred by MYTV which is directly attributable to the cancellation or variation; or
 - (ii) an amount equal to the sum of charges that would have been payable by the Access Seeker in the six (6) months immediately following the cancellation or variation had the Order not been cancelled or varied,

and reduced to the extent that those costs have been mitigated, or would have been mitigated had MYTV used its best endeavours to do so.

2.19 Testing and provisioning: MYTV shall:

- (a) co-operate with the Access Seeker in relation to the testing and provisioning of ordered Services; and
- (b) treat an Access Seeker's testing and provisioning on an equivalent basis to that which MYTV treats testing and provisioning for itself.

2.20 Resource charge: MYTV:

- (a) may charge the Access Seeker a one-off and recurring fees, to be determined by reference to the costs incurred by MYTV, for allocation of manpower and other resources to enable MYTV to test and fulfil an Order for new Services, provided that such one-off fee is justified by MYTV to the Access Seeker as necessary for MYTV to provide the requested Services; and
- (b) methodology and unit costs for fees under Paragraph 2.21(a) above can be referred under Paragraph 2, Part II of Section G, and in its RAO.

- 2.21 Late delivery: If MYTV fails to meet the delivery date or any extended delivery date notified to the Access Seeker in accordance with Paragraph 2.17 above, except where such failure has been caused solely by the Access Seeker's delay or a lack of authorisation by a third party, MYTV shall, without limitation to any other rights the Access Seeker may have under Part II of this RAO or law, provide a rebate to the affected Access Seeker. The rebate shall be for an amount equivalent to the recurring charges payable for access to the Services for the period of MYTV's delay, and the methodology and unit rates for calculating such rebates shall be set out in MYTV's RAO. If MYTV alleges that a failure has been caused solely by the Access Seeker's delay or a lack of authorisation by a third party, MYTV shall have the burden of demonstrating:
- (a) that allegation; and
 - (b) that MYTV has done all things reasonably practicable to minimize or avoid such failure.
- 2.22 Queuing policy: MYTV shall establish and maintain a queuing policy for each Service, which:
- (a) shall be non-discriminatory;
 - (b) shall be applied to Orders of all Access Seekers and Orders for itself for the same or similar Services, and shall treat the Orders of Access Seeker on an equivalent basis to that which MYTV treats Orders for itself for the same or similar Services; and
 - (c) shall seek to maximise the efficiency of its ordering and provisioning process.
- 2.23 Acceptance on queue: MYTV shall promptly notify an Access Seeker at the time of providing an acknowledgment of receipt of the Order under Paragraph 2.6 above (and as specified in the Notice of Receipt under Paragraph 2.7 above), of their acceptance of, and position in, MYTV's queue.
- 2.24 Constrained capacity: If MYTV reasonably believes that the capacity in any Services required by:
- (a) the Access Seeker pursuant to the relevant Forecast and/or Order;
 - (b) other Access Seekers, pursuant to their relevant Forecasts and/or Orders; and
 - (c) MYTV, for the purposes of its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest,
- would, in aggregate, exceed the capacity which MYTV will be in a position to be able to provide, MYTV must:
- (d) notify all Access Seekers to whom relevant capacity is supplied; and
 - (e) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with MYTV's Capacity Allocation Policy.
- 2.25 Capacity Allocation Policy: MYTV's capacity allocation will be on a first come first serve basis.

2.26 All orders and/or related information shall be addressed to:

MYTV Broadcasting Sdn. Bhd.
2271, Jalan Usahawan 2,
Cyber 6,
63000, Cyberjaya, Selangor

Attention: Vice President, Regulatory

Email: regulatory@mtvb.my

PART III - POINT OF INTERFACE PROCEDURES

1. General

- 1.1 Part III of Section F sets out the point of interface procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
- 1.2 Point of Interface locations: Subject to Section G Part II Paragraph 28, MYTV shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points at which physical co-location is available on and from the date of publication for the following twelve (12) months.
- 1.3 Access Seeker requested Point of Interface: MYTV shall reasonably consider a request by an Access Seeker to interconnect at a point other than that specified under Paragraph 1.3 above. MYTV shall promptly notify the Access Seeker whether it accepts or refuses a request by an Access Seeker under this paragraph, and provide the Access Seeker with reasons if it refuses the Access Seeker's request.
- 1.4 Network responsibility: Each Operator is responsible for the provisioning and maintenance of Facilities (including those Facilities which form part of the interconnection links and the transmission equipment) on its side of the Point of Interface.
- 1.5 Third party Point of Interface: MYTV shall permit an Access Seeker to nominate a Point of Interface of a third party for the purposes of interconnection and access between MYTV and the Access Seeker, provided that the Access Seeker remains responsible for the costs of such interconnection and access, and for the third party's act and omissions at the Point of Interface.
- 1.6 Point of Interface factors: When determining which locations are to be listed or when determining a request under Paragraph 1.3 above, MYTV must have regard to each of the following:
 - (a) MYTV shall offer Network Co-location in accordance to Section G, Part II at each other technically feasible point;
 - (b) MYTV shall not reserve space other than current needs for itself, future needs for itself [calculated by use of a reasonably projected rate of growth over two (2) years] and the needs of other Access Seekers who are currently occupying or have ordered additional space from MYTV; and

- (c) any possible re-arrangement of the configuration of its Equipment to eliminate space inefficiencies.

PART IV - DECOMMISSIONING OBLIGATIONS

1. General

- 1.1 Part IV of Section F sets out the decommissioning obligations that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.
- 1.2 Decommissioning notice: Except where MYTV is required to vacate a site where a Point of Interface is located, or any other Service which relies on MYTV's use of that site, as a result of a third party landlord's notice (under an arm's length tenancy agreement) or a local authority's notice, MYTV must provide no less than six (6) months' notice in writing to all relevant Access Seekers prior to the decommissioning of any Services which rely on MYTV's use of that site.
- 1.3 Alternative arrangements: MYTV which notifies an Access Seeker of its intention to decommission any other Services, shall provide to the Access Seeker access to alternative Services on terms and conditions and at a recurring charge which are not disadvantageous to the Access Seeker, relative to the terms and conditions and recurring charge applicable in respect of the Services that are proposed to be decommissioned, for a period that is not less than three (3) years from the date of decommissioning.

PART V - NETWORK CHANGE OBLIGATIONS

1. General

- 1.1 Part V of Section F sets out the network change procedures that are applicable only in relation to the provision of Services listed in the MYTV RAO preface.

2. Network Change Procedures

- 2.1 Each Party is responsible for the safety of its network and must take all reasonable and necessary steps to ensure that its Network:
 - (a) does not endanger the safety or health of the officers, employees, contractors, agents or Customers of the other Party; and
 - (b) does not damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 2.2 A Party must not modify, or take any action which would have the effect of modifying the operation of the Network of the other Party or take any action with respect to the other Party's Network without the other Party's permission.
- 2.3 Types of changes: The kinds of proposed Network Changes are as follows:

- (a) any change by the Operator proposing to make the change (“Notifying Operator”) to any technical specification of the interconnection interface between their respective Networks (“Interface Change”);
- (b) any change by the Notifying Operator to any technical specification or characteristic of the Services to which the other Operator (“Recipient Operator”) has access to, which will or might affect:
 - (i) the Recipient Operator’s Network; or
 - (ii) the Recipient Operator’s use of the Services provided by the Notifying Operator, (“Service Change”);
- (c) any change by the Notifying Party to any technical specification or characteristic of that Notifying Operator’s Network which will or might affect the Recipient Operator’s Network (“Other Network Change”);
- (d) any change by the Notifying Operator to any of the Operational Support Systems used in inter-carrier processes, including without limitation:
 - (i) the billing system; or
 - (ii) the ordering and provisioning systems, (“OSS Change”); and
- (e) any enhancement by the Notifying Operator of the features, functions or capabilities of the Services to which the Recipient Operator has access, which enhancement the Notifying Operator proposes to make available either:
 - (i) to itself; or
 - (ii) to any other Operator, (“Functionality Change”),
 (collectively, “Relevant Changes”).

2.4 Notification of change: If a Notifying Operator proposes to make a Relevant Change to its Network, services or procedures, the Notifying Operator shall provide the Recipient Operator with notice in writing (“Change Notice”) of:

- (a) the nature, effect, technical details and potential impact on the Recipient Operator’s Network and the expected completion date of the proposed Relevant Change, described at a sufficient level of detail to enable the Recipient Operator to identify and begin planning such changes as may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change; and

- (b) a date, which shall be no later than ten (10) Business Days from the date of the Change Notice, on which the representatives of the Notifying Operator will be available to discuss with the representatives of the Recipient Operator, the proposed Relevant Change and the changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Change,

as soon as reasonably practicable and, in any case, with not less than the relevant notice period set out in the table below:

Relevant Change	Notice period
Interface Change	Three (3) months
Other Network Change	Three (3) months
Service Change	Three (3) months
OSS Change	Three (3) months
Functionality Change	Three (3) months

2.5 Post-notification procedures: The Notifying Operator shall:

- (a) meet with representatives of the Recipient Operator on the date set out in the Change Notice or as soon as practicable thereafter (but no later than the notice period set out in the table in Paragraph 2.4 above), for the purpose of discussing the Relevant Changes and any changes that may be necessary or desirable for the Recipient Operator to make to its Network, services or procedures in consequence of the Relevant Changes;
- (b) provide any additional information reasonably requested by the Recipient Operator no later than ten (10) Business Days after the Recipient Operator’s request for such additional information; and
- (c) take reasonable account of concerns raised and proposals made by the Recipient Operator to minimise any adverse impact of the Relevant Changes on the Recipient Operator and revise the Change Notice accordingly.

2.6 Testing: A Notifying Party shall, bearing its own costs in doing so:

- (a) co-operate with a Recipient Operator to develop procedures for testing the impact of the Relevant Changes on the proper operation and compatibility of the Operators’ respective Networks; and
- (b) jointly carry out testing with the Recipient Operator in a timely manner, using its best endeavours to accommodate any timing requested by the Recipient Operator and, in any case, no less than twenty (20) Business Days before the Notifying Party proposes to effect the Relevant Changes. The testing shall be conducted in accordance with the testing procedures developed under Paragraph 2.6(a) above.

2.7 Testing failure: Subject to the Recipient Operator having co-operated with the Notifying Operator in relation to the conduct of tests under Paragraph 2.6 above, if such tests:

- (a) are not accepted by ten (10) Business Days prior to the date when the Notifying Operator proposes to effect the Relevant Changes; or

- (b) do not provide reasonable assurance of the continued proper operation and compatibility of the Operators' respective Networks, services and procedures, the Notifying Operator must postpone implementation of the Relevant Changes. The period of postponement will be the period necessary to allow the Operators to repeat the steps in Paragraphs 2.4 to 2.6 above.

PART VI - BILLING AND SETTLEMENT OBLIGATIONS

- 1.1 The Access Seeker shall pay MYTV the charges for the relevant Services supplied by MYTV to the Access Seeker, as specified in this RAO.
- 1.2 The Parties shall bear and pay all taxes as required by Malaysian law that result from the implementation of this RAO.
- 1.3 All payments must:
 - (a) be paid on the due date unless otherwise agreed in writing by the Parties;
 - (b) be paid by electronic transfer to MYTV or exceptionally, by cheque to the nominated account(s) of MYTV if agreed by MYTV; and
 - (c) must be accompanied by such information as is reasonably required by MYTV to properly allocate payments received.
- 1.4 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts of any invoices to MYTV's right to suspend, disconnect, or terminate the relevant network facilities or network services due to non-payment of any sums due or payable to MYTV and shall not be subject to any deduction or set-off unless otherwise agreed in writing by MYTV.
- 1.5 (a) MYTV shall be entitled to revise the Security Sum in any of the following event:-
 - (i) at each subsequent anniversary from the Commencement Date;
 - (ii) upon the provisioning of new network services to the Access Seeker; or
 - (iii) where there is material change in circumstances in relation to the Access Seeker's creditworthiness. For clarification, a material change in circumstances includes, but is not limited to, a failure by the Access Seeker to pay on the due dates at least three (3) invoices rendered in the preceding six (6) months (so long as those amounts have not been disputed in good faith). If the amounts in the invoices are disputed in good faith, this will not constitute a material change in circumstances for purposes of this Paragraph 1.5 (a) (iii).
- (b) Where the Security Sum is revised pursuant to Paragraph 1.5 (a) above, the Access Seeker shall within ten (10) Business Days from the written request of MYTV, deposit the new Security Sum with MYTV.

- (c) Where the Access Seeker deposits monies in lieu of a Bank Guarantee, such monies shall be deposited in a separate interest bearing account (“said accounts”) and any interest secured thereon be held by MYTV in addition to the Security Sum. MYTV shall forward to the Access Seeker a statement of the said accounts annually.
- 1.6 MYTV shall allow an Access Seeker to dispute any amount in an invoice if, the Access Seeker notifies MYTV within thirty (30) Business Days after the date of receipt of such Invoice.
- 1.7 (a) In the event MYTV elects to suspend or terminate the provisioning of relevant Access Service(s) to the Access Seeker, MYTV shall have the right to use the Security Sum (together with any interest thereon) to set off any outstanding sum due and payable to MYTV by the Access Seeker.
- (b) Subject to Paragraph 1.7 (a) above, upon expiry of the Access Agreement, the Security Sum deposited with MYTV or parts thereof, together with interest thereon, (if any) shall be returned and/or refunded to the Access Seeker.
- 1.8 Invoices: MYTV shall use its best endeavours to issue to the Access Seeker an Invoice in writing or in electronic form (as requested by the Access Seeker) within one (1) month of the end of each Billing Cycle in accordance with Paragraph 1.10 below for amounts due in respect of the supply of Services during the relevant Billing Period.
- 1.9 Currency: Unless otherwise agreed by MYTV and Access Seeker in an Access Agreement, MYTV shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.
- 1.10 Billing Cycle: MYTV shall issue Invoices in accordance with the Billing Cycles specified in the Service Specific Obligation, Section G, Part I Paragraph 10 and Part II Paragraph 4, except where a different Billing Cycle is agreed with the Access Seeker in an Access Agreement.
- 1.11 Billing verification information: MYTV shall provide, with each Invoice, such information as may be reasonably necessary for the Access Seeker to verify rates and charges contained in an Invoice.
- 1.12 Summarised Invoice and billing information: MYTV shall provide the Access Seeker, on written request, with an aggregated summary of billings for access to the Services provided to the Access Seeker, in monthly tranches.
- 1.13 Billing error: If an Operator discovers an error in an Invoice, it must promptly notify the other Operator. The Operator which made the error must make necessary adjustments to correct that error within one (1) month of notification.
- 1.14 Time for payment: Subject to Paragraph 1.15 below, MYTV shall allow an Access Seeker no less than one (1) month from the date of receipt of an Invoice for the Access Seeker to make the payment. This Paragraph 1.14 should not be construed as preventing MYTV from granting a discount to an Access Seeker as an incentive to make early payments.
- 1.15 Withholding of disputed amounts: MYTV shall allow an Access Seeker to withhold payment of any amount disputed in good faith by the Access Seeker if:

- (a) the Access Seeker notifies MYTV within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (unless otherwise agreed by MYTV and Access Seeker in an Access Agreement); and
 - (b) the Access Seeker's notification specifies the information referred to in Paragraph 1.17 below.
- 1.16 Billing Disputes: MYTV shall allow an Access Seeker to dispute any amount in an Invoice and notifies MYTV within thirty (30) Business Days after the date of receipt of such Invoice.
- 1.17 Notification of Billing Dispute: MYTV may require an Access Seeker to provide the following information when disputing any amount in an Invoice:
 - (a) the reasons for which the Invoice is disputed;
 - (b) the amount in dispute;
 - (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;
 - (iii) the Invoice date;
 - (iv) the Invoice amount; and
 - (v) billing verification information; and
 - (d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 1.18 Billing Dispute resolution: MYTV and an Access Seeker must comply with the Dispute Resolution Procedures applicable to Billing Disputes.
- 1.19 Interest: Except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance with Paragraph 1.16 above, MYTV may charge interest on any amount outstanding from an Access Seeker from time to time, in respect of that overdue sum for the period beginning on its due date and ending on the date of the receipt of the overdue sum by MYTV. The interest that may be charged by MYTV shall be at the rate of two percent (2%) per annum above Malayan Banking Berhad's base rate calculated daily from the due date until the date of actual payment. Payments which are overdue by more than two (2) months will bear interest at the rate of three percent (3%) per annum above Malayan Banking Berhad's base rate calculated from the due date until the date of receipt by MYTV of full payment. For clarification, MYTV shall not charge interest on an amount which is disputed by an Access Seeker in good faith.
- 1.20 Backbilling: Unless otherwise agreed by MYTV and Access Seeker in an Access Agreement, MYTV may include omitted or miscalculated charges from an earlier Invoice in a later Invoice, or issue an Invoice for charges which have previously not been invoiced provided that MYTV is able to substantiate the charges to the Access Seeker and such inclusion, amendment or

issuance is made within three (3) months from the end of the Billing Cycle in which the calls were made or in which other Services were provided.

- 1.21 Provisional billing: Where MYTV is unable to issue an Invoice within one (1) month after the end of the Billing Cycle in accordance with Paragraph 1.8 above, it may issue an Invoice to an Access Seeker for a provisional amount, based on the last Invoice (“Provisional Invoice”). In such circumstances, MYTV may invoice the Access Seeker for a provisional amount for a period of not more than three (3) successive Billing Cycles, provided that the total provisional amount is no more than the average of the three (3) most recent Invoices. Where there have not been three (3) past Invoices for access to the relevant Services, MYTV may issue a Provisional Invoice up to the full value of the amount based on the most recent Invoice.
- 1.22 Adjustment Period: Where a Provisional Invoice is issued by MYTV, within the next two (2) months or such other time period as may be agreed in the Access Agreement (“Adjustment Period”), MYTV must issue an Invoice for the actual amount due for access to the relevant Services. If that Invoice for the actual amount is not issued within the Adjustment Period, the Access Seeker shall treat the provisional amount as the actual amount. If the actual amount for a particular Billing Period is higher than the provisional amount for the Billing Period, then the Access Seeker will pay in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to MYTV. If the actual amount for a particular Billing Period is lower than the provisional amount for the Billing Period, then MYTV will reimburse in full such difference (free of interest) within one (1) month from the receipt of the actual Invoice to the Access Seeker.

PART VII - OPERATION AND MAINTENANCE OBLIGATIONS

1. General

- 1.1 Part VII of Section F is applicable only in relation to the provision of Services listed in the MYTV RAO preface.
- 1.2 Where applicable, the Parties will:
 - (a) Use their reasonable endeavours within four (4) weeks from the commencement date to negotiate, agree and document as soon as reasonably practicable the new or modified provisions of the Operations and Maintenance Manual and any other Manuals which the Parties deem necessary to establish pursuant to the Access Agreement;
 - (b) Comply with the operational procedures and methods set out in the Manuals; and
 - (c) Where such procedures and methods have not been agreed, negotiate operational procedures and methods, in relation to:
 - (1) the planning, ordering, provisioning and delivery of the relevant network facilities or network services;
 - (2) the management of the relevant network facilities or network services including:

- (i) Quality of service indicators, reporting on performance in terms of those indicators and determining the appropriate action to be taken in the event that Service quality falls below the agreed indicator levels;
- (ii) Network operations in the event of Network failure, congestion and blockage and ensuring that the Parties' Network are adequately protected from harm;
- (iii) Test procedures and other technical and operational matters relating to the provision of network facilities or network services by MYTV to the Access Seeker;
- (iv) The handling of Customer operations; and
- (v) Such other matter as MYTV determines.

1.3 Fault reporting service: Each Operator shall be responsible for the operations and maintenance of its own facilities and services. Each Operator shall establish and maintain a fault reporting service that allows Customers who are directly connected to the Network of that Operator relating to any Network, Facility and/or Service.

1.4 Rectification target times: SOC of DTBMS is a 24-7 proactive systems monitoring, management and control operations. SOC is also the single point of contact for all technical support for the Access Seeker, where SOC shall escalate the fault accordingly and record on findings during troubleshoot process.

1.5 MYTV technical support contact details are as per table below:

MYTV SOC Email	soc@mtvb.my
MYTV SOC Telephone Number	03-8313 6916

1.6 Cross-referrals: If a Customer reports a fault to an Operator:

- (a) when the Customer is directly connected to another Operator; or
- (b) which clearly relates to a Network, Facility and/or Service of another Operator,

the Operator which receives the report shall promptly inform the other Operator of the reported fault, or refer that Customer to the other Operator's fault reporting service.

1.7 Network fault responsibility: The Operator in whose Network the fault occurs is responsible for rectifying it and restoring services including for the purpose of restoring the supply of Facilities and/or Services which are used in another Operator's Network.

1.8 Faults affecting other Networks or Equipment: If an Operator identifies a fault occurring in its Network or with its network facilities which may have an adverse effect on the other another Operator's Network, network facilities, network services or Equipment, the first-mentioned Operator must promptly inform the other Operator of:

- (a) the existence of the fault;
- (b) the actions being taken by the first mentioned Operator to rectify the identified faults and restore the service; and
- (c) the outcome of those actions.

1.9 Bear own costs: Each Operator is responsible for establishing and maintaining a fault reporting service at its own cost irrespective of the location of the fault.

1.10 Fault rectification: Each Operator shall rectify faults on an equivalent and non-discriminatory basis.

1.11 Each Operator shall respond to and rectify faults within the lesser of:

- (a) timeframes set out in a relevant Service Specific Obligation;
- (b) timeframes which will result in compliance by all affected Operators with any applicable mandatory standards that apply to service availability and restoration; and
- (c) timeframes equivalent to that which MYTV provides to itself.

MYTV shall respond to and rectify identified faults of its Network and Service based on the maximum allowable time as defined in the table below:

Service Item	Fault Rectification Timeframes
Service Operation Center	7 Days * 24 Hours
Response Time from Notification	30 mins
Service Rectification Time (Fault Related)	24 hours - 7 days
Permanent Resolution (Non-Bug) from Notification	20 Business Days
Permanent Resolution Time (Bug)	90 Calendar Days
Access and Rectification at External Transmission Sites	Within 7 days after receiving notification.

1.12 Complaints handling: The Operators must report all interconnection and access outages that relate to Networks and Services to MYTV’s Service Operation Center.

1.13 Planned maintenance: If an Operator intends to undertake planned maintenance (“Maintenance Operator”) which may affect an Access Seeker’s Network, Facilities and/or Services, the Maintenance Operator must:

- (a) provide at least the greater of the time which it notifies its own Customers and ten (10) Business Days’ notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators’ Networks, and which are caused by the maintenance or re-routing; and

- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the Access Seeker.

1.14 Emergency maintenance: If a Maintenance Operator needs to undertake emergency maintenance which may affect the other Operator's Network, the Maintenance Operator must, if it is able to:

- (a) provide at least twenty-four (24) hours' notice of the planned maintenance;
- (b) use its reasonable endeavours to minimise any disruption to the carriage of communications that crosses or would cross both Operators' Networks, and which are caused by the maintenance or rerouting; and
- (c) where the Operators agree that it is practicable, provide alternative routing or carriage at no additional cost to the other Operator.

PART VIII - TECHNICAL OBLIGATIONS

1.1 Compliance: Operators shall adhere to the relevant guidelines issued by the Commission from time to time to the extent that they have not been expressly revoked and are not inconsistent with any technical obligations set out in this RAO.

1.2 Prevention of technical harm: An Operator must take reasonable measures to ensure that the interconnection and access does not cause physical or technical harm to the other Operator's Network, which measures shall be no less robust than the measures which the Operator takes in respect of new facilities or Equipment incorporated into its own Network.

1.3 Technical Standards: An Operator must comply with any applicable technical Standard adopted by the Commission under Chapter 3 of Part VII of the Act.

1.4 No Interference: An Operator must not do anything, or knowingly permit any third person to do anything, in relation to a Network, network facilities, network services or Equipment which:

- (a) causes interference; or
- (b) materially obstructs, interrupts or impedes the continuous use or operation of, the Network, network facilities, network services or Equipment of another Operator.

1.5 Notice of interference and rectification: If an Operator (Notifying Operator) notifies another Operator that the other Operator's Network, network facilities, network services or Equipment is causing interference to the Notifying Operator's Network, network facilities, network services or Equipment:

- (a) the other Operator shall rectify the situation as soon as possible and, in any case, so that no interference is caused within twenty-four (24) hours of receiving notice from the Notifying Operator, so that no interference is caused; or

- (b) if the other Operator is not able to locate the source of the interference within twenty-four (24) hours under Paragraph 1.5(a) above, the other Operator shall promptly notify the Notifying Operator, and both Operators shall meet as soon as possible, and in any case, within twenty-four (24) hours of such notice and jointly examine each other's Network, network facilities, network services or Equipment to locate the source of the interference.

PART IX - TERM, SUSPENSION AND TERMINATION OBLIGATIONS

- 1.1 Term: The Operators shall, unless otherwise required by the Access Seeker, enter into an Access Agreement with a term of no less than three (3) years from the date of execution of the Access Agreement.
- 1.2 Termination circumstances: Subject to Paragraph 1.6 below, MYTV may terminate an Access Agreement or part thereof, without any liability to compensate the Access Seeker whatsoever, if any of the circumstances referred to in Paragraph 1.2 (a), 1.2 (b) or 1.2 (c) below apply and MYTV has notified the Access Seeker of its intention to terminate the Access Agreement:-
 - (a) The Access Seeker has materially breached the Access Agreement and MYTV has notified the Access Seeker that it will terminate the said Agreement in no less than thirty (30) days if the Access Seeker has not remedied its breach by the end of that period; or
 - (b) The Access Seeker is subject to a winding up order; or
 - (c) A force majeure event has continued for a period of more than ninety (90) days.

MYTV shall forward to the Commission copy of the notice of termination at the same time as providing the notice of termination to the Access Seeker.

- 1.3 Changes in law: Where the continued operation of the Access Agreement or access to any Access Service(s) provided by MYTV is or will be unlawful (as a result of a legislative change), the Access Seeker and MYTV shall meet within five (5) Business Days of becoming aware of the relevant change in law to review whether access to the relevant Access Service(s) may be provided by MYTV on different terms and conditions (which are acceptable to the Access Seeker). If the parties cannot agree to the provision of access on different terms and conditions, or failing which, MYTV may terminate the provision of access to the relevant Access Service(s).
- 1.4 Suspension circumstances: Subject to Paragraph 1.6 below, MYTV may only suspend access to any Access Service(s) in the following circumstances:
 - (a) The Access Seeker's Facilities materially and adversely affect the normal operation of MYTV's Network or are a threat to any person's safety;
 - (b) The Access Seeker's Facilities cause material physical or technical harm to any Facilities of MYTV or any other person;

- (c) Where the Access Seeker has failed to pay invoices in accordance with Part VI of Section F of this RAO;
- (d) Where force majeure provision applies; or
- (e) The Access Seeker breaches any laws, regulations, rules, or standards which has a material adverse effect on MYTV or the provision by MYTV of Access Service(s) under the Access Agreement.

For the purposes of this Paragraph 1.4, MYTV must provide Access Seeker five (5) Business Days' notice in writing, including written reasons, prior to suspending access to any Access Services(s).

- 1.5 Term of supply: Unless otherwise agreed by the Access Provider and Access Seeker in an Access Agreement, and subject to the Access Provider not being able to provide access as a result of Force Majeure, the Access Provider shall only require the Access Seeker to acquire access to Facility and/or Service under the Access Agreement for a minimum period as follows:

Facilities and/or Services	Minimum term
Network facilities access	Three (3) years

- 1.6 Notice: Prior to terminating, suspending, or seeking to materially vary an Access Agreement or access to any Services provided under it, MYTV must notify the Commission in writing of the proposed action to be taken and the reasons why it considers such action is appropriate. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. MYTV:

- (a) shall only give effect to the proposed termination, suspension or material variation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any). The Commission will endeavour to respond to MYTV's notice within ten (10) Business Days or such other period that the Commission considers is reasonable;
- (b) must not give effect to the proposed termination, suspension or material variation unless MYTV has received written consent from the Commission to such termination, suspension or material variation; and
- (c) shall take all steps practicable to minimise disruptions and inconvenience to the Customers of the Access Seeker, including providing the Access Seeker with a reasonable period to make alternative arrangements prior to the suspension or termination of the Access Agreement, or access to Services provided under it.

- 1.7 Undertakings: If the Operators to an Access Agreement adopt the terms and conditions specified in an undertaking that has been registered with the Commission in accordance with the Act, the Operators must notify Commission within five (5) Business Days of such adoption. In such circumstances, the terms and conditions of the Access Agreement will continue to be in force for the remainder of the term of that Access Agreement, even if the access undertaking is withdrawn or expires prior to the expiry of that term.

- 1.8 Post-termination fees: MYTV shall not recover any additional charges, costs or expenses on termination or suspension of an Access Agreement or access to any Access Service(s) provided under it except:
- (a) Charges invoiced in arrears and not yet paid; or
 - (b) Compensation for the remaining unexpired period.
- 1.9 Upfront charges refund: On termination of an Access Agreement or access to any Access Service(s) provided under it, MYTV shall refund to the Access Seeker all amounts paid in advance to the extent that the amount (or part of the amount calculated on pro-rata basis) relate to the period after the date of effect of such termination.
- 1.10 Deposits and guarantees: Notwithstanding the obligation in Paragraph 1.9 above, MYTV shall:
- (a) Within sixty (60) days of termination of the Access Agreement, refund to the Access Seeker any deposit paid (without interest) provided all other amounts due and payable by the Access Seeker to MYTV have been paid; and
 - (b) Immediately upon termination of the Access Agreement, unconditionally waive any rights under the guarantees provided by the Access Seeker except in respect of amounts due and payable by the Access Seeker to MYTV as at the date of termination.

PART X - LEGAL BOILERPLATE OBLIGATIONS

1. General

- 1.1 Part X of Section F sets out the legal boilerplate procedures that may be applicable as set out in Section 5.16 Legal Boilerplate Obligations of MSA Determination with exception to Section 5.16.3 and 5.16.9. The cost of stamping of the Access Agreement shall be borne by Access Seeker.
- 1.2 Intellectual Property: Each Operator shall licence to other Operator under an Access Agreement on a royalty-free basis, all Intellectual Property rights necessary for the ongoing operation of the Access Agreement and the inter-operability of the Operators' Networks, subject to any relevant third party licences. The term of the licence must be consistent with the term of the relevant Access Agreement.

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SECTION G: SERVICE SPECIFIC OBLIGATIONS

PART I - DIGITAL TERRESTRIAL BROADCASTING MULTIPLEXING SERVICE

1. Digital Terrestrial Broadcasting Multiplexing Service (“DTBMS”) consist of the following services:
 - 1.1 Standard Definition Television Channel (“SD”);
 - 1.2 High Definition Television Channel (“HD”); and
 - 1.3 Digital Radio Channel (“Radio”).
2. Generally, the terms and conditions which are applicable to the DTBMS are as follows:
 - 2.1 Standard Definition Television Channel
 - (a) Standard Definition Television Channel is a television broadcasting channel delivered over DTBMS with a standard bit rate allocation of 2 Mbps inclusive of single pair of stereo (dual channel) of associated audio, single subtitling language and single interactive service signalling, without conditional access information.
 - (b) The configuration and parameter of SD Channel can be any or combination of the following specification:
 - MPEG-4 AVC H.264 encoding with video resolution of 576i/25, Frame Rate of 25Hz @Field Rate of 50Hz;
 - Interlaced and aspect ratio of 4:3;
 - Audio encoding with HE-AAC v2 stereo audio coding;
 - Input interface physical connection : BNC; and
 - Input signal format : SDI.
 - 2.2 High Definition Television Channel
 - (a) High Definition Television Channel is a television broadcasting channel delivered over DTBMS with a standard bit rate allocation of 4 Mbps inclusive of single pair of stereo (dual channel) of associated audio, single subtitling language and single interactive service signalling, without conditional access information.
 - (b) The configuration and parameter of HD Channel can be any or combination of the following specification:
 - MPEG-4 AVC H.264 encoding with video resolution of 1080i/25, Frame Rate of 25Hz @Field Rate of 50Hz;

- Interlaced or video resolution of 720p/50, Frame Rate of 50Hz @Field Rate of 50Hz, Progressive, and Aspect Ratio of 16:9;
- (Optional) Audio encoding with E-AC-3 streams (including AC-3) up to 5.1 multi-channel coding or MPEG-4 HE-AAC level 4 (including AAC-LC) up to 5.1 multi-channel coding;
- Input interface physical connection : BNC; and
- Input signal format : SDI.

2.3 Digital Radio Channel

- (a) Radio broadcasting channel delivered over DTBMS with a standard bit rate allocation of 50 Kbps for a single pair of stereo (dual channel) audio.
 - (b) The configuration and parameter of Radio Channel can be any or combination of the following specification:
 - Audio encoding HE-AAC v2 coding;
 - Input interface physical connection : BNC; and
 - Input signal format : SDI.
3. Bit rate allocation: The Access Seeker should have the flexibility to request for a bit rate allocation that is different to the ones specified by MYTV and MYTV must reasonably provide such bit rate unless it is technically infeasible for MYTV to do so.
 4. Compression: The Access Seeker should be allowed to specify digital compression and decompression technology required to deliver its services and MYTV should comply with the Access Seeker's request to the extent possible.
 5. MYTV shall only apply conditional access to an Access Seeker's transport stream if specifically requested to do so by Access Seeker.
 6. Forecasts: For the purposes of Paragraph 2 of Section F Part I of this RAO, MYTV shall only request Forecasts where:
 - (a) the maximum period of time covered by Forecasts regarding DTBMS is eighteen (18) months;
 - (b) the minimum intervals or units of time to be used in Forecasts regarding DTBMS is six (6) months; and
 - (c) the maximum frequency to update or to make further Forecasts regarding DTBMS is once every six (6) months.
 7. Acknowledgement of receipt: For the purposes of Paragraph 2.6 of Section F Part II of this RAO, MYTV shall acknowledge receipt of each Order for DTBMS within two (2) Business Days.

8. Time for acceptance or rejection: Subject to any shorter timeframe required under Paragraph 2.15 of Section F Part I of this RAO, MYTV must notify an Access Seeker that an Order for DTBMS is accepted or rejected within ten (10) Business Days after issuing the Notice of Receipt in respect of the Order.
9. Indicative delivery timeframe: For the purposes of Paragraph 2.8(a)(i) of Section F Part II of this RAO, the indicative delivery timeframe for DTBMS is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this Paragraph commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with Paragraph 2.9 of Section F Part II of this RAO.
10. Billing Cycle: For the purposes of Paragraph 1.10 of Section F Part VI of this RAO, between the Operators, the Billing Cycle for DTBMS will be monthly.
11. Redundancy: MYTV shall provide redundancy in respect of the DTBMS to ensure availability of the Access Seeker's service at all times.
12. Technical standards: An Operator must comply with the Commission Determination on the Mandatory Standard for Free to Air Transmission of Digital Terrestrial Television Service, Determination No. 1 of 2011 including such modification or variation and any other mandatory standards as may be determined by the Commission from time to time.

PART II – NETWORK CO-LOCATION SERVICE

1. Network Co-location Service will be provided according to the following terms and conditions.
2. MYTV shall allocate space for physical co-location at each POI which is offered to the Access Seeker.
3. Forecasts: For the purposes of Paragraph 2 of Section F Part I of this RAO, MYTV shall only request Forecasts where:
 - (a) the maximum period of time covered by Forecasts regarding Network Co-location Service is one (1) year;
 - (b) the minimum intervals or units of time to be used in Forecasts regarding Network Co-location Service is one (1) year; and
 - (c) the maximum frequency to update or to make further Forecasts regarding Network Co-location Service is once a year.
4. Acknowledgement of receipt: For the purposes of Paragraph 2.6 of Section F Part II of this RAO, MYTV shall acknowledge receipt of each Order for a Network Co-location Service within two (2) Business Days.
5. Time for acceptance or rejection: Subject to any shorter timeframe required under Paragraph 2.15 of Section F Part I of this RAO, MYTV must notify an Access Seeker that an Order for a Network Co-location Service is accepted or rejected within ten (10) Business Days after issuing

the Notice of Receipt in respect of the Order.

6. Indicative delivery timeframe: For the purposes of Paragraph 2.8(a)(i) of Section F Part II of this RAO, the indicative delivery timeframe for Network Co-location is twenty (20) Business Days. For clarification, the indicative delivery timeframe in this Paragraph commences from the Notice of Acceptance or confirmation of the Order (as applicable) in accordance with Paragraph 2.9 of Section F Part II of this RAO.
7. Billing Cycle: For the purposes of Paragraph 1.10 of Section F Part VI of this RAO, between the Operators, the Billing Cycle for Network Co-location Service shall be one (1) year in advance for the first year and quarterly in advance for subsequent years.
8. Inspection: MYTV shall allow nominated employees and/or contractors of a potential Access Seeker to physically inspect network facilities of MYTV during normal business hours provided that the Access Seeker has provided no less than five (5) Business Days' notice of its request to perform a physical inspection and details of its nominees.
9. Physical access: Where MYTV provides a Network Co-location Service or for the Access Seeker to perform operations or maintenance activities, MYTV shall allow the Access Seeker, its nominated employees and/or contractors to physically access MYTV's network facilities and the Access Seeker's equipment, and to have physical control over the Access Seeker's equipment located at such network facilities, at equivalent times and in accordance with MYTV's equivalent processes and procedures. MYTV shall not prevent or restrict access to any network facility of site for reasons concerning national or operational security reasons and may only apply reasonable security procedures and processes that comply with the obligations under Paragraph 28(b) of this Section G Part II.
10. Nominated personnel: The employees and/or contractors nominated by the Access Seeker under Paragraph 5, 6, 8 and 9 below will be reasonable, having regard to:
 - (a) the position of each person and the number of persons nominated; and
 - (b) the position of each MYTV's personnel and the number of MYTV's personnel to which MYTV provides physical access to such network facilities.
11. Escorts: Where MYTV determines that it is necessary to have an escort present when the Access Seeker's nominated employees and/or contractors to physically access MYTV's network facilities, MYTV shall:
 - (a) bear the costs of such escort service;
 - (b) subject to Paragraph 8(d) below, provide immediate physical access to the Access Seeker for emergency maintenance requests, twenty-four (24) hours a day, seven (7) days a week;
 - (c) subject to Paragraph 8(d) below, provide physical access at the time requested by an Access Seeker for planned maintenance requestd on the shorter of:
 - (i) two (2) Business Days' notice for manned sites and five (5) Business Days' notice for unmanned sites; and

- (ii) the period of notice which MYTV requires for itself when providing itself with physical access for planned maintenance;
 - (d) for both planned and emergency maintenance requests at unmanned sites only, MYTV shall have the escort arrive with the shorter of:
 - (i) thirty (30) minutes of time required by the Access Seeker pursuant to Paragraph 8(b) and 8(c) above (as applicable) plus a reasonable window to allow for travel time (which must be estimated in an operations and maintenance manual given to the Access Seeker, or estimated at the time of responding to the Access Seeker's physical access request); and
 - (ii) the period of time MYTV requires for the escorts to arrive for planned and emergency maintenance at unmanned sites.
12. Absence of escort: For the purpose of Paragraph 8 above, if an escort does not arrive at MYTV's property within the timeframe specified, the Access Seeker's nominated employees and/or contractors may proceed to enter the property without an escort.
 13. Site register: The Access Seeker must establish and maintain a register of all persons who visits MYTV's property on the Access Seeker's behalf, which must be made available for inspection by MYTV, upon request.
 14. Publication of co-location locations and provision of co-location:
 - (a) Subject to Paragraph 23 of this Section G Part II, MYTV shall publish on its publicly accessible website and keep updated a list of the general locations and technically feasible points at which physical co-location is available on and from the date of publication for the following twelve (12) months;
 - (b) Subject to Paragraph 13 below, where required due to physical constraints, MYTV shall jointly agree with the Access Seekers as to which Access Seekers should be given the right to physically co-locate at each POI and each network facility and such access shall be granted on a non-discriminatory basis; and
 - (c) Where physical co-location cannot be granted to an Access Seeker, the Access Seeker shall be granted either virtual co-location or in-span interconnection as requested by the Access Seeker.
 15. Deemed Access Provider: If an Access Seeker (referred to in this Paragraph 12 as the "Deemed Access Provider") obtains physical co-location at a POI or a network facility from MYTV, and MYTV is unable to provide virtual co-location or in-span interconnection as required under Paragraph 11 (c) above, it shall be deemed to be an Access Provider for the purposes of this Section G, Part II. The Deemed Access Provider shall be required to permit access to Access Seekers following the same procedures for permitting access as those required to be followed by MYTV. Within two (2) Business Days of reaching a co-location agreement with an Access Seeker, the Deemed Access Provider must notify MYTV of the existence of the agreement and the identity of the Access Seeker, and must ensure that the Access Seeker complies with the relevant co-location obligations contained in this Section G, Part II. The Deemed Access

- Provider shall be responsible to MYTV for all acts and omissions of any Access Seekers in connection with providing access to Facilities and/or Services under its co-location agreement.
16. Lack of space: Subject to Paragraph 14 below, if there are space constraints at a particular location, MYTV shall take reasonable steps to optimise its usage of the space, including through the upgrading of facilities and transferring equipment to an alternative location. After MYTV has used its best efforts to accommodate all Access Seekers, and it is not physically possible for any further Access Seeker to be accommodated, MYTV shall:
 - (a) notify the Commission of the lack of space at the location;
 - (b) provide any supplementary information which may be requested by the Commission (which may include physical inspections by the Commission); and
 - (c) be excused from providing physical co-location at that location unless and until the Commission notifies MYTV that the Commission considers that physical co-location can and must be provided, in which case MYTV shall provide physical co-location as directed by the Commission.
 17. Reservation of space: MYTV shall not reserve space other than for its own current needs, its future needs (calculated by use of a reasonably projected rate of growth over two (2) years) and the needs of other Access Seekers who are currently occupying or have ordered space from MYTV.
 18. Allocation of space: MYTV shall allocate space at each location where physical co-location is to be permitted in a non-discriminatory way and will treat other Access Seekers as it treats itself.
 19. No minimum space requirements: MYTV shall not impose minimum space requirements on an Access Seeker.
 20. Notice of refusal: If MYTV proposes to refuse, or refuses, a request for physical co-location from an Access Seeker on the basis of current or future needs of MYTV and/or the needs of other Access Seekers who are currently occupying or have ordered additional space from MYTV, it must also notify the Access Seeker and the Commission of:
 - (a) the space currently used by MYTV;
 - (b) the amount of space reserved for MYTV's future need;
 - (c) the space currently occupied by other Access Seekers;
 - (d) the space ordered by other Access Seekers; and
 - (e) the total amount of space potentially available but for the uses set out above.
 21. Preparatory work by Access Seeker: If preparatory work is necessary for the purposes of allowing the Access Seeker to obtain access to or co-locate at or on MYTV's network facilities, MYTV shall permit the Access Seeker's employees and/or contractors to perform such preparatory work if the Access Seeker satisfies MYTV (acting reasonably and in accordance with the policy referred to in this Paragraph 18) that such employees and/or contractors have the necessary qualifications. MYTV shall publish and make available a policy about the

necessary qualifications applicable to employees and/or contractors who will be permitted to perform preparatory work under this Paragraph 18, and such policy to be non-discriminatory in its application to MYTV's personnel and the Access Seeker's employees and/or contractors who perform similar functions.

22. Preparatory work by Access Provider: If MYTV agrees to perform preparatory and does so on the basis of an estimated charge (e.g. based on a time and materials basis):
 - (a) MYTV shall not exceed the estimate without providing the Access Seeker with prior written notice that:
 - (i) the estimate will likely be exceeded; and
 - (ii) a further estimate of the charges for the work necessary to complete the preparatory work; and
 - (b) MYTV shall permit the Access Seeker to withdraw the request for preparatory work without penalty if the revised estimate exceeds the original estimate by more than ten percent (10%) of the original estimate.
23. Delays: If MYTV agrees to perform preparatory work and it is or likely to be unable to perform such work within the agreed timeframe, MYTV shall:
 - (a) notify the relevant Access Seeker of the delay to a delivery date, together with the reasons for the delay, as soon as practicable after MYTV becomes aware of the possible delay;
 - (b) permit the Access Seeker notified under Paragraph 20(a) above to cancel the preparatory work without penalty if the delay is longer than ten (10) Business Days; and
 - (c) compensate the Access Seeker for the costs it has incurred as a result of delay, subject to the Access Seeker using reasonable endeavours to mitigate those costs.
24. Utilities and ancillary services: If MYTV has permitted access or physical co-location at a particular location or network facilities, MYTV shall, where the relevant utilities and ancillary services are within MYTV's control, ensure that all necessary utilities and ancillary services are provided to enable the Access Seeker to benefit from such access or co-location to the same extent that MYTV provides to itself, including but not limited to:
 - (a) access to roads;
 - (b) access to land;
 - (c) power, including the provision of back-up power;
 - (d) environmental services (including but not limited to heat, light, ventilation and air-conditioning, fire protection);
 - (e) security, taking care to ensure that its agents, representatives or sub-contractors do not damage any equipment, and keeping the location secure and protected from vandalism

or theft; and

- (f) site maintenance.
25. Cost: The utility and ancillary costs in respect of the network facilities as contemplated in Paragraph 21 above shall be apportioned (in accordance with fair and equitable principles) between MYTV and all Access Seekers at the relevant location.
 26. Security caging: MYTV shall not require the use of cages or similar structures to physically segregate co-located equipment, or equipment located at or on network facilities of MYTV.
 27. Equipment allowance: MYTV shall permit an Access Seeker to locate equipment on or at MYTV's network facilities which is necessary for the purposes of obtaining the benefit of access to the network services and network facilities provided in accordance with this RAO, including but not limited to multi-functional Equipment which may also be used for purposes other than those specified in this Paragraph 24.
 28. Marking: All Operators shall mark or label their Equipment in such a manner that they can be easily identified as the equipment of the Operator.
 29. Maintenance: MYTV shall permit, and do all things reasonably necessary to allow, an Access Seeker to maintain its Equipment at or on the network facilities to which access has been granted under Paragraph 6 of this Section G Part II of this RAO.
 30. Extensions: MYTV Shall reasonably permit the Access Seeker, at the Access Seeker's cost, to extend MYTV's network facilities as may reasonably be required to meet Access Seeker's requirements in the circumstances and to the extent technically feasible.
 31. Security and critical national information infrastructure:
 - (a) MYTV may decline to publish information in connection with particular POI and other locations where Facilities are located, for national or operational security reason, but in such circumstances, MYTV must:
 - (i) promptly provide such information to other Operators on request, subject only to the Operators entering into a confidentiality agreement in accordance with this RAO;
 - (ii) offer to provide, and if the offer is accepted, provide, updated location details to such Operators as POIs and Facilities are withdrawn, introduced and changed; and
 - (iii) provide all such information to the Commission and, on a 6-monthly basis, the locations at which MYTV is offering to supply Network Co-location Service, the locations at which Access Seekers have requested Network Co-location Service and the locations at which MYTV is actively supplying Network Co-location Service.
 - (b) MYTV may establish reasonable security procedures and processes (such as identity checks) to apply to personnel of Access Seekers who will physically access POIs or other locations where Facilities are located. However, such procedures and processes shall:

- (i) not completely or substantially prohibit an Access Seeker from physically accessing a POI or other relevant location unless MYTV has been directed in writing to do so by the Government (in which case, MYTV shall notify the Commission); and
- (ii) be no more restrictive or onerous than the procedures and processes that MYTV imposes on its own personnel who physically access the same POIs and locations.

PART III - CHARGES AND CHARGING PRINCIPLES

1. The charges for DTBMS Services will be based on the following formula:

DTBMS Channel = Channel charge (per channel) + Bandwidth charge per Mbps
(referring to the following table)

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

DTBMS channels rates*:

High Definition Television Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
4	7,428,000	8,960,000	7,972,000

Standard Definition Television Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
2	6,764,000	8,180,000	7,386,000

Digital Radio Channel (Mbps)	2018 (RM/year)	2019 (RM/year)	2020 (RM/year)
0.05	6,116,600	7,419,500	6,814,650

*DTBMS channel is inclusive of one (1) audio stream, one (1) subtitling stream and one (1) HbbTV AIT signalling.

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2. Additional charges for DTBMS are as follows:

Additional Charges = One-off charges + Recurring charges

One-off charges	RM
Description	
Activation fee (linear services/per channel): (a) Standard Definition Television Channel (b) High Definition Television Channel (c) Digital Radio Channel	15,000
Activation fee: (a) Surround channel (b) Additional subtitling	15,000 3,000
Activation fee (non-linear services): (a) Application delivery over DTT (limited to 1 Mbps) (b) Rich EPG (limited to 300 Kbps) (c) Red button (AIT signalling)	10,000 5,000 3,000

Recurring charges for additional DTBMS	RM/year
Description	
Additional DTBMS sub-service fee: (a) Application delivery over DTT (limited to 1 Mbps) (b) Rich EPG (limited to 300 Kbps) (c) Surround Audio (Dolby Digital plus or E-AC3) (d) Additional Audio stream (stereo) (e) Red button (AIT signalling) (f) Additional subtitling	320,000 100,000 89,640 29,880 3,000 3,000

Recurring charges for Network Co-location Service	RM
Description	
(a) Physical Co-location (space)	25 per sq ft
(b) Electricity with 1 genset back up	0.70 per kW/h

**The prices for Network Co-location shall be applied for physical co-location for space, sharing of power supply from the same meter, security and maintenance. For the purpose of clarification, other physical co-location services not listed in the table above are negotiated charges.*

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ANNEXURE 1: DISPUTE RESOLUTION PROCEDURES

1. Introduction

1.1 Subject to Paragraph 1.1(b) of this Annexure, MYTV and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between the Parties in relation to or in connection with the supply of Services to which this RAO applies (“Dispute”). The dispute resolution mechanisms are as follows:

- (a) inter-party working groups; and
- (b) subject to specific resolution of disputes, being:
 - i. technical disputes (which must follow the procedure set out in Paragraph 4 of this Annexure if they cannot be resolved through the application of the general dispute resolution provisions in Paragraphs 2 and 3 of this Annexure);
 - ii. Billing Disputes, which must follow the procedures set out in Paragraph 5 of this Annexure; or
 - iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in Paragraphs 2 and 3 of this Annexure, must be referred to the Commission for resolution.

1.2 A Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Disputes cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Dispute by the Commission in accordance with Section 151 of the Act, and the Commission will decide the dispute if it is satisfied that:

- (a) the Parties will not reach agreement, or will not reach agreement in a reasonable time;
- (b) the notification of the Dispute is not trivial, frivolous or vexatious; and
- (c) the resolution of the Dispute would promote the objects in the Act.

MYTV shall not prevent the Access Seeker from notifying a Dispute to the Commission in accordance with the Act.

1.3 For clarification, unless stated otherwise, all references to sections and paragraphs in this Annexure are references to sections and paragraphs of this Annexure.

2. General

2.1 An Operator may not commence court proceedings relating to that a Dispute which is the subject of these Dispute Resolution Procedures until it has complied with each applicable process in these Dispute Resolution Procedures, other than an application for urgent interlocutory relief. Nothing in this paragraph shall be construed as ousting the jurisdiction of any court.

- 2.2 Both Parties to a Dispute shall ensure that their representative acting in relation to a Dispute are of sufficient seniority and have authority to settle a Dispute on their behalf. At the commencement of the Dispute Resolution Procedures, each party must notify the other party of the scope of the authority of each of their representatives. If, in the course of the Dispute Resolution Procedures, it is identified that the matters to be resolved 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 officers of that Operator who have authority to settle those matters.
- 2.3 During a Dispute and any dispute resolution process invoked in accordance with this Annexure, the Parties must continue to fulfil their obligations under the Access Agreement between them.
- 2.4 Subject to Paragraph 2.5 of this Annexure, the Parties to a Dispute shall exchange information of a type described in this RAO during the course of, and to facilitate, resolution of the Dispute.
- 2.5 Confidential Information of a party which is disclosed, and any other oral or written submissions made by a party or a party's representatives during the course of any dispute resolution process will be subject to the confidentiality restrictions in relevant confidentiality provisions contained in the Confidentiality and Non-Disclosure Agreement prepared in accordance with Annexure 2 in this RAO.
- 2.6 A party must not use information obtained under Paragraph 2.4 of this Annexure or described in Paragraph 2.5 above for any purpose other than to resolve the Dispute.
- 2.7 Subject to Chapter 7 of Part V of the Act, an arbitrator of a Dispute (including a Technical Expert or the Commission, in accordance with this Annexure) may decide not to determine the Dispute if the arbitrator considers that the Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Dispute.
- 2.8 The costs of the arbitration are to be shared equally between the Parties, unless the arbitrator of the Dispute has decided not to determine the Dispute in accordance with Paragraph 2.7 above. If an arbitrator decides not to determine the Dispute, the party that initiated the Dispute must pay the other party's costs.

3. Inter-party working group

- 3.1 In the first instance the Parties should attempt to resolve the Dispute between themselves.
- 3.2 The Parties shall establish a working group, or working groups, to fulfil the requirements of Paragraph 3.1 above. The working group shall comprise of representatives of the Parties, and be headed by a person who holds a position that is at least equivalent to the head of the MYTV's Wholesale or Interconnection Group.
- 3.3 MYTV shall provide for:
 - (a) subject areas to be dealt with by each working group;

- (b) equal representation by the Parties;
- (c) chairmanship and administrative functions of the working group to be shared equally; and
- (d) formal notification procedures to the working group.

3.4 The Parties shall use reasonable endeavours to attempt to settle the Dispute in the working group for a period of no longer than thirty (30) Business Days unless otherwise agreed by the Parties, subject always to a party's right to seek urgent interlocutory relief.

4. Use of a Technical Expert

4.1 A Dispute will only be referred to a Technical Expert if the provisions of this RAO have been complied with.

4.2 Once a Dispute is referred to a Technical Expert, it may not be referred back to a working group.

4.3 The person to whom a technical dispute may be referred under this Paragraph 4:

- (a) will be an expert appointed by agreement of the Parties or, if the Parties cannot agree, by the Commission;
- (b) will have the appropriate qualifications and experience to arbitrate the dispute, including knowledge of the communications industry;
- (c) need not be a Malaysian citizen or resident; and
- (d) will not be an officer, director, or employee of a communications company or otherwise have a potential for conflict of interest,

("Technical Expert").

4.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer a Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.

4.5 When relying on the services of a Technical Expert, the following dispute resolution procedure will apply to the Technical Expert:

- (a) the Parties will present written submissions to the Technical Expert and each other within fifteen (15) Business Days of the appointment of the Technical Expert; and
- (b) each party may respond to the other party's submission in writing within fifteen (15) Business Days from the date of the other party's submission.

4.6 At the request of either party and subject to the parties agreeing, or the Technical Expert deciding within five (5) Business Days of the last written submission, that the arbitration by

the Technical Expert should be by documents only, a Technical Expert hearing will be held within fifteen (15) Business Days of the last written submission.

- 4.7 Should a Technical Expert hearing be held, each party will have the opportunity of making an oral submission. This process will be conducted in private.
- 4.8 The procedure for hearing technical disputes will be determined by the Technical Expert (including number and duration of oral submissions by the Parties) but in any case, the Technical Expert's hearing will last no longer than three (3) Business Days.
- 4.9 The Technical Expert will not have the power to appoint any other experts.
- 4.10 The Technical Expert will deliver his or her award within fifteen (15) Business Days of the hearing or of the last written submission where the arbitration is by documents only.
- 4.11 Every Dispute referred to a Technical Expert will be considered separately so that time limits for each dispute are complied with.
- 4.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or law).

5. Billing Dispute resolution

- 5.1 As outlined in the billing provisions of this RAO at Part VI, a party ("Invoicing Party") shall provide to the other party ("Invoiced Party") an Invoice in writing, or in such electronic form as may be agreed from time to time, for amounts due in respect of the supply of Services during such Billing Period.
- 5.2 An Invoicing Party shall allow an Invoiced Party to dispute an Invoice prepared by the Invoicing Party if the Invoiced Party notifies the Invoicing Party within thirty (30) Business Days after the date of receipt of such invoice, provided that, in any case specified above, the Invoiced Party's Billing Dispute Notice specifies the information in accordance with Paragraph 5.4 of this Annexure.
- 5.3 A Billing Dispute may only arise where the Invoiced Party has reasonable grounds to believe that an error has arisen from one of the following circumstances:
 - (a) the Invoicing Party's Billing System is, or has been, defective or inaccurate in respect of the recording of the calls which are the subject of the Dispute;
 - (b) there is, or has been, a discrepancy between the Invoice in dispute and the records generated by the Invoiced Party's Billing System;
 - (c) there is, or has been, a fraud perpetrated by the Invoicing Party; or
 - (d) the Invoicing Party has made some other error in respect of the recording of the calls or calculation of the charges which are the subject of the Billing Dispute.
- 5.4 A Billing Dispute Notice given under this Paragraph 5 must specify:

- (a) the reasons for which the Invoiced Party disputes the Invoice is disputed;
 - (b) the amount in dispute;
 - (c) details required to identify the relevant Invoice and charges in dispute including:
 - (i) the account number;
 - (ii) the Invoice reference number;
 - (iii) the Invoice date;
 - (iv) the Invoice amount; and
 - (v) billing verification information; and
 - (d) evidence in the form of a report, indicating the relevant traffic data which is in dispute.
- 5.5 The Invoiced Party may withhold payment of amounts disputed in good faith in accordance with Paragraph 1.15 of Part VI of this RAO. If the Billing Dispute is resolved against the Invoiced Party, that Invoiced Party shall be required to pay interest at the rate specified in Paragraph 1.19 of Part VI of this RAO on the amount payable.
- 5.6 Where the Invoiced Party has paid an amount and subsequently notifies the Invoicing Party of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, the Invoicing Party is not obliged to refund any or all of that amount until the Billing Dispute is resolved in respect of that amount. Once the Billing Dispute is resolved, if the Invoicing Party is obliged to refund an amount to the Invoiced Party, interest will be payable on the refunded amount at the rate specified in Paragraph 1.19 of Part VI of this RAO. In such circumstances, interest will be payable from the date the Invoiced Party paid the disputed amount to the date of the refund by the Invoicing Party.
- 5.7 The parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this Paragraph 5.
- 5.8 If the parties are unable to resolve any Billing Dispute within one (1) month (or such other 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. The other party is, however, under no obligation to agree to such extension.
- 5.9 To the extent that a Billing Dispute notified under this Paragraph involves a Billing Dispute with an international correspondent of the Invoicing Party, the Dispute Resolution Procedures shall be suspended for a reasonable period of time pending resolution of the Billing Dispute with that international correspondent. As a general rule, the period of suspension will not exceed four (4) months. However, the parties shall recognise that some Billing Disputes with international correspondents may take longer to resolve, in which case the Invoicing Party must promptly inform the Invoiced Party of the likely period required for resolution.

- 5.10 Once the negotiation period under Paragraph 5.8 of this Annexure (including any extension agreed) and any suspension period under Paragraph 5.9 of this Annexure have expired, the Billing Dispute may be referred by the Invoiced Party to the procedure described in Paragraph 5.11 of this Annexure (“Billing Dispute Escalation Procedure”).
- 5.11 The Invoiced Party may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this Paragraph 5.11 by notifying the Invoicing Party’s Billing Representative. Both parties shall then appoint a designated representative that who has authority to settle the Billing Dispute, and who is at a higher level of management than the persons with direct responsibility for administration of this RAO. The designated representatives shall meet as often as they reasonably deem necessary in Order to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one party to the other party shall be honoured.
- 5.12 Once any Billing Dispute has been resolved to the parties’ satisfaction, any sum to be paid or repaid shall be paid by the relevant party within ten (10) Business Days days from the date of resolution of the Billing Dispute.
- 5.13 Although it shall be the good faith intention of the parties to use the above Billing Dispute Resolution Procedures to the fullest extent to try to solve Billing Disputes, nothing in this Annexure shall prevent either party from pursuing any other remedy in law or equity that may be available to them if a Billing Dispute cannot be resolved to their satisfaction.
- 5.14 A party may request a joint investigation of Invoice discrepancies after that party has conducted a comprehensive internal investigation, including an examination of its own Billing System. Prior to commencement of the joint investigation, the Parties must agree on the terms 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 to the other party’s Network.
- 5.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operation issues may be directed to the Billing Representatives nominated by each party.
- 5.16 Either party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 5.17 If the Billing Dispute Escalation Procedure has been exhausted, either party may refer to the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

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ANNEXURE 2: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made on ____ day of _____ (“Effective Date”) between:

MYTV Broadcasting Sdn. Bhd. (Company No. 897549-X), a corporation whose principal place of business is at 2271, Jalan Usahawan 2, Cyber 6, 63000 Cyberjaya, Selangor (“**MYTV**”) of one part;

and

XXXX (Company No: XXX-X), a corporation whose place of business is at (“**The Company**”) of the other part.

(MYTV and The Company shall collectively be referred to as the “**Parties**” and individually as the “**Party**”)

WHEREAS:

- (A) The Parties wish to disclose certain Confidential Information (as defined in Clause 1) to each other for the purpose of conducting a consumer survey to collect data and information from the recipients of MYTV’s Set Top Boxes (“STBs”) as to understand and measure their receptiveness and feedback on the usage of STBs and related matters (“Purpose”), and this will necessitate the sharing of confidential and/or proprietary information.
- (B) Each of the Parties wish to protect its position in relation to the Confidential Information so disclosed in relation to the Purpose, whether such Confidential Information is disclosed visually, orally, or in the form of photographs, drawings, pictorial, electronic or in other written material, machine readable data and human readable form, software or hardware together with any analysis, compilations, studies, presentation or other documents prepared by either of the Party in relation to the Confidential Information or derived from or pursuant to discussions with any of its affiliates or the officers, employees, agents, advisers, consultants or representatives thereof in relation to the Confidential Information.

NOW THEREFORE, in consideration of these premises, the Parties hereto agree as follows:

- 1. In this Agreement unless the context otherwise require the following expressions shall have the meanings respectively set out below:

“**Affiliate**” of a Party means in relation to that Party (i) any entity under the Control of such Party; (ii) any entity Controlling such Party; and (iii) any other entity under the Control of a Controlling entity under the preceding Paragraph (ii). “Control” or “Controlling” means the owning of fifty percent (50%) or more of the equity interest or any other type of ownership by one Party in another incorporated entity.

“**Confidential Information**” shall include but not be limited to:

- a) information, knowledge or data relating to sales, commercial matters, products and their price, financial or marketing plans and information, or information of an intellectual or non-technical form including intellectual property or technical nature such as technical data, sketches, models, inventions, know-how, processes, apparatus, equipment, business plans, financial simulations, information concerning employees, research, experimental work, development, design details and

specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, drawings, photographs, cinematographic works, charts, diagrams, specifications, standards, manuals, reports, formulae, algorithms, processes and trade secrets derived from the Confidential Information or other information in which the Disclosing Party has a business, proprietary or ownership interest or legal duty to protect and which is not yet in the public domain including any information which is either clearly marked as 'Confidential' or unmarked, on which the Disclosing Party has included information which is confidential, or information relating in any way to the Purpose;

- b) information of whatever nature relating to the business of the Company obtained by observation during visits (if any) to its premises; and
- c) information relating to "Personal Data" in accordance with Personal Data Protection Act 2010.

"Disclosing Party" means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of the Party), who provides, discloses or supplies Confidential Information to the Receiving Party.

"Receiving Party" means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of that Party), who receives Confidential Information from the Disclosing Party.

- 2. All Confidential Information to be disclosed orally shall be made in a positive manner in an appropriate forum prior to its disclosure and must be confirmed in writing within fourteen (14) days of the oral disclosure by the Disclosing Party to the Receiving Party during which time such Confidential Information disclosed orally shall be similarly protected.
- 3. In respect of all Confidential Information disclosed, the Receiving Party undertakes, subject to Clause 4 below:
 - i. to keep such Confidential Information in strict confidence, and not to use the Confidential Information otherwise than for the purposes of the Purpose;
 - ii. only to disclose the Confidential Information to such of its or its Affiliates' officers, employees, agents, advisers, consultants or representatives as on a genuinely "need to know" basis only for the purposes of this Agreement, and then only on the understanding that they agree to be similarly bound by the provisions of this Agreement. The Receiving Party shall procure such of its officers, employees, agents, advisers, consultants or representatives to comply with the terms hereof. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its officers, employees, agents, advisers, consultants or representatives and shall take all measures to restrain such officers, employees, agents, advisers, consultants or representatives from prohibited or unauthorized disclosure or use of the Confidential Information;
 - iii. not to disclose the Confidential Information to any person or entity not explicitly named in this Agreement, particulars of the Parties that have exchanged the Confidential Information, discussions and negotiations which are taking place concerning the Purpose between the Parties, any of the terms, conditions or other facts with respect to the Purpose including the status thereof, without prior written consent of the Disclosing Party;
 - iv. to maintain and protect the Confidential Information so disclosed with the same degree of care and control as used to keep confidential its own Confidential Information. The Receiving Party shall restrict access to the Confidential Information so as to prevent its unauthorized use, disclosure or reproduction and shall maintain reasonable procedures to prevent loss of any

Confidential Information;

- v. not to use or cause to be used any Confidential Information in the course or pursuit of any other business relationship or otherwise with any person or entity which is acting or may act in business competition with the Disclosing Party or to secure a competitive advantage over the Disclosing Party or cause, suffer or permit to be done any of the foregoing acts; and
 - vi. to return to the Disclosing Party on demand or expiry or termination of this Agreement all Confidential Information including all copies thereof, and to destroy or to certify its destruction all notes and any other written reports of documents which may have been made by the Receiving Party and which contain any part of the Confidential Information, except as authorised in writing by the Disclosing Party.
4. The obligations in Clause 3 above shall not apply to any Confidential Information which:
- i. the Receiving Party can show that the Confidential Information was already in or came into the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement or otherwise than by a breach of this Agreement;
 - ii. the Receiving Party can show that the Confidential Information was already in its possession free of any restriction as to non-disclosure, prior to, at or subsequent to the time of receipt from the Disclosing Party or becomes available to a Party from a person, other than the other Party and its representatives, who is not, to the best of such Party's knowledge subject to any legally binding obligation to keep such information confidential;
 - iii. the Receiving Party can prove that the Confidential Information has been independently developed or generated independently without access to or use of or reference to any Confidential Information disclosed under this Agreement;
 - iv. is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body made pursuant to law or to satisfy the requirements of any stock exchange upon which shares of the parties are listed, provided, however, to the extent permissible under the laws and regulations, that the Receiving Party shall notify and consult the Disclosing Party as to the form, nature and purpose of the disclosure to enable it to seek a protective order or otherwise prevent such disclosure.
5. This Agreement shall not be construed as granting expressly or by implication at any time, any transfer, assignment, license on any other rights in respect of any licence, patent, copyright, trademarks or other intellectual property right in force and belonging to the Disclosing Party, which rights shall remain vested in, and the absolute property of the Disclosing Party.
6. The property in all Confidential Information disclosed under this Agreement including all copies thereof shall, subject to any right of any other owner, rest with the Disclosing Party. Should either Party be subject to re-organisation, merger, takeover or the like, its successor in law shall be bound by the conditions hereof as if they were the original party hereto.
7. In the event that the Receiving Party is obligated to disclose any Confidential Information as a result of any applicable law, rule or regulation or a court order or pursuant to governmental action, the Receiving Party shall immediately inform (or where Immediate notice is not possible, as soon as practicable thereafter) the Disclosing Party so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action.
8. The Receiving Party agrees that, in the event of a breach or threatened breach of the terms of this

Agreement, the Disclosing Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Receiving Party acknowledges that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the Disclosing Party.

9. Neither Party shall advertise or publicly announce that it has entered into this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, nor shall either Party make any public announcement regarding the Purpose or use the other Party's name for promotional or marketing purposes.
10. If any provision of this Agreement is held to be invalid, illegal or unenforceable then such provision shall be automatically modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved.
11. The Disclosing Party makes no warranties regarding the accuracy of such Confidential Information. The Disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Receiving Party as a result of the receipt of the Confidential Information. It is further understood by the Receiving Party that the Disclosing Party does not warrant or represent that it will introduce any product or service to which the Confidential Information disclosed herein is related.
12. This Agreement shall be effective upon its execution, and shall, unless terminated by either Party providing one (1) month's written notice of termination to the other Party, continue for a period of two (2) years from the date of this Agreement ("**Term**"), provided however that the obligations undertaken herein with respect to Confidential Information received prior to the termination of this Agreement shall survive and continue for a period of two (2) years after any expiration or termination of this Agreement OR upon the execution of the subsequence/definitive agreement to the Purpose, whichever is the earlier, which shall incorporate confidentiality provisions on similar form and content as herein contained.
13. The Parties hereto acknowledge that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to either Party for which there will be no adequate remedy at law, and the affected Party shall be entitled to injunctive relief and/or decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
14. All notices, demands or other communications under this Agreement must be given or made in writing, and must be delivered personally, by overnight courier, by A.R. registered mail or sent by fax or email transmission, with electronic confirmation of receipt, as follows:

If to:
MYTV Broadcasting Sdn. Bhd.
2271, Jalan Usahawan 2,
Cyber 6,
63000 Cyberjaya,
Selangor
Telephone: 03-8313 8606
Attention: Chief Executive Officer

If to:
The Company

Telephone: XXXXX
Attention: YYYYY

or at such address or to such fax number as may be designated by notice from such Party.

15. This Agreement and the rights and obligations hereunder are personal to the parties and may not be assigned or otherwise transferred, in whole or in part, without prior written consent of both parties.
16. Each Party shall bear its own costs and expenses incurred in connection with the Purpose and this

Agreement.

- 17. The construction, validity and performance of this Agreement shall be governed by Malaysian law, and the Parties hereto submit to the exclusive jurisdiction of the Malaysian courts.
- 18. Each Party's Confidential Information shall be held in strict confidence by the other Party, using no lesser security measures and degree of care as it uses to protect its own Confidential Information. In any event, the security measures and the degree of care it uses shall, as a minimum, comply with the standards imposed by the applicable laws including the Personal Data Protection Act 2010. The Receiving Party shall further ensure that the Confidential Information is secured from unauthorized access from internal and external parties and that all Confidential Information used, stored and/or processed shall be free from virus, malware or other malicious codes.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day and date first before written.

Signed for and on behalf of
MYTV BROADCASTING SDN. BHD.
(Company No. 897549-X)

in the presence of:

.....
Name:

Designation:

NRIC No:

Signed for and on behalf of
XXXX
(Company No. XXX-X)

in the presence of:

.....
Name:

Designation:

NRIC No:

.....
Name:

Designation:

NRIC No.:

.....
Name:

Designation:

NRIC No.:

Digital Terrestrial Television Malaysia Access Seeker Application Form

As iterated in the RAO document, an Access Seeker that wishes to obtain access to any Service from MYTV Broadcasting Sdn. Bhd. must submit an Access Request to MYTV. The Access Request shall contain the following information;

- (a) *the name and contact details of the Access Seeker;*
- (b) *the Services in respect of which Access is sought;*
- (c) *preliminary information regarding the scale and scope of Services that the Access Seeker expects to acquire from MYTV pursuant to the Access Request;*
- (d) *relevant technical information relating to the interface Standards of the Access Seeker;*
- (e) *creditworthiness information in accordance with MYTV's requirements;*
- (f) *assessed security (or, if applicable, confirmation of security provided) in accordance with MYTV's requirements;*
- (g) *insurance information in accordance with MYTV's requirement;*
- (h) *bank guarantee information for security sum (12 months of service fee per channel); and*
- (i) *such other information as MYTV may reasonably request for the sole purpose of providing access to the requested Services.*

Declaration

We hereby declare that all information provided in this application is true and agree that MYTV Broadcasting Sdn Bhd reserves the right to review this application at its sole discretion.

We confirm that we are not in any breach of any confidentiality in providing the information herein. We also have no objection for MYTV Broadcasting Sdn Bhd to cross-reference to a third party, visit or audit our premises and facilities. We will extend our assistance towards this exercise. We also fully understand that nothing in this proposal is intended to constitute an agency, partnership or joint venture between the parties.

This registration shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business. The requestor shall ensure that there are no pending or overtly threatened actions, claims, orders, decrees, investigations, suits or proceedings by or before any governmental authority, arbitrator, court or administrative agency which would have a Material Adverse Effect, which might result in any impairment of the right or ability of the requestor to enter into or perform his obligations under this Agreement.

Personal Data Protection Act 2010

(i) Personal Data of the Customer and/or third party

- a) Subject to the terms and conditions of this Agreement, where the "interested consultant/vendor/contractor" receives or process any personal data (as defined by Personal Data Protection Act 2010) ("PDPA") from any party on behalf of MYTV Broadcasting Sdn Bhd arising from the performance of this Agreement, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the data to fulfill its obligations under the Agreement.
- b) Without prejudice to any other "interested consultant/vendor/contractor" obligation to indemnify MYTV Broadcasting Sdn Bhd under this Agreement, the "interested consultant/vendor/contractor" shall indemnify MYTV Broadcasting Sdn Bhd for any breach of the PDPA which renders the latter for any costs, claims or expenses.
- c) In fulfillment of its obligations under the PDPA, the "interested consultant/vendor/contractor" shall have a system in place to ensure:
 - i) full compliance with the PDPA; in particular the principles of the PDPA which deals with the security of personal data;
 - ii) the reliability of all its employees who may be involved in receiving and processing the personal data
- d) The "Interested consultant/vendor/contractor" shall take reasonable steps to ensure that all of its partners, shareholders, directors, employees, contractors and agents comply with this Clause where they are receiving and processing any personal data on behalf of MYTV Broadcasting Sdn Bhd during its performance of this Agreement.

- e) The “Interested consultant/vendor/contractor” shall allow MYTV Broadcasting Sdn Bhd reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the PDPA as a whole.
 - f) Immediately following termination or expiry of this Agreement, MYTV Broadcasting Sdn Bhd partners are obliged to comply and perform its obligations under this Agreement in respect of all personal data in its possession or control.
- (ii) *“Interested Broadcaster/Vendor/Contractor” Personal Data*
- a) The “Interested broadcaster/vendor/contractor” agrees and understands that by providing its personal data and entering into this Agreement, the “interested broadcaster /vendor/contractor” acknowledges that the “interested broadcaster /vendor/contractor” has given MYTV Broadcasting Sdn Bhd its consent to collect, record, hold, store, use and disclose its personal information for purposes which are necessary or related to this Agreement by MYTV Broadcasting Sdn Bhd according to the PDPA and MYTV Broadcasting Sdn Bhd’s Privacy Statement.

TYPE OF INCORPORATION

Sole Proprietor

Private Limited

Limited

Date of Incorporation: _____

Place of Incorporation: _____

Company Registration No.: _____

Year of Registration: _____

FINANCIAL INFORMATION

CAPITAL STRUCTURE

Authorised Capital _____

Paid-Up Capital _____

Working Capital _____

FINANCIAL FACILITIES

Type	Institution	Value (RM)
_____	_____	_____
_____	_____	_____
_____	_____	_____

BANK ACCOUNT

Bank	Branch	Account No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

CORPORATE STRUCTURE

BOARD OF DIRECTORS

NAME	PASSPORT / I.C NO.	NATIONALITY	DESIGNATION	% OF SHAREHOLDING

NUMBER OF PERMANENT STAFF

MANAGEMENT	EXECUTIVE		NON-EXECUTIVE		TOTAL
	Technical	Non-Technical	Technical	Non-Technical	

CERTIFICATION

Please attach copies of the following documents:

- I. Company Profile
- II. Form 9 – Registration with Suruhanjaya Syarikat Malaysia
- III. Form 24 – Return of Allotment of Shares
- IV. Form 49 – Return giving particulars in register of Directors, Managers and Secretaries and changes of particulars

Digital Terrestrial Television Malaysia Service Summary

Company Name			Company Reg. No:	
Company Address			CASP License Number:	
Account Manager				
Service Name			Logical Channel Number (LCN):	
Video Service	HD		Number of audio pair	
	SD		Number of Subtitles	
Genre			Radio Service	
Service Activation Date:			Interactive Signalling	YES NO
Additional remarks (if any);				
Requested by:			Received by (Operator):	
_____			_____	
Name:			Name:	
Designation:			Designation:	
Company:			Company:	
Date:			Date:	