

REFERENCE ACCESS OFFER DOCUMENT (RAO)



Reference Access Offer (RAO)

Prepared for Submission to the Malaysian Communications and Multimedia Commission (MCMC)

1. Background & Scope

1.1 This RAO applies to all Access-List Facilities and Services that NetcomX owns, controls or provides within Malaysia, including: (a) Dedicated Internet Access (DIA); (b) Broadband Internet Services; (c) Metro-Ethernet Services (Layer 2) within Malaysia; (d) Infrastructure Sharing – Dark Fibre IRU, Duct & Pole Access, In-Building Fibre; (e) Co-Location, Data Centre & Meet-Me-Room Services; and (f) Any other Access-List service for which NetcomX provides carriage under its NSP licence.

1.2 Nothing in this RAO obliges NetcomX to build new infrastructure where not technically or economically feasible; NetcomX shall, however, not unreasonably refuse to expand capacity where feasible and commercially viable.

2. Definitions and Interpretations

See **Annex A**. "Access Provider" expressly includes NetcomX acting under its NFP or NSP licence.

3. General Principles

3.1 **Non-Discrimination** – NetcomX shall supply Access Facilities and Services on terms and quality no less favourable than those it provides to itself or its Affiliates.

3.2 **Equivalence of Input** – Where feasible, NetcomX will use the same systems, processes and technical standards for external supply as it does for its own downstream operations.

3.3 **Transparency** – All prices and material terms are disclosed in Annex B; material network constraints will be communicated promptly to affected Access Seekers.

3.4 **Reasonableness & Good Faith** – The parties shall cooperate in forecasting, ordering and maintenance activities and act in good faith to minimise disruption to each other's customers.

3.5 **Commercial Flexibility** – The parties may by mutual agreement vary any non-mandatory provision of this RAO provided the variation is not less favourable to the Access Seeker than mandated by the MSA.

3.6 Network Integrity & Security – NetcomX may take any reasonable action (including temporary suspension) necessary to protect the safety, reliability or security of its network and the public.

4. Access Facilities & Services Offered

Code	Facility / Service	Brief Description
DIA	Dedicated Internet Access	Uncontended, symmetrical IP transit from 10 Mbps to 10 Gbps with static /29–/24 IPv4; dual-stack IPv6.
BB	Broadband Internet Services	Shared, contended best-effort Internet, 30 Mbps – 1 Gbps.
ME	Metro-Ethernet (Layer 2)	Point-to-Point (E-Line) and Multipoint (E-LAN) VLAN-based circuits within Malaysia, 50 Mbps – 100 Gbps.
IRU	Dark Fibre IRU	Two-core fibre pairs on 10-year Indefeasible Right of Use; route diversity on request.
DP	Duct & Pole Access	Shared occupancy of underground ducts and overhead poles per flat-rate schedule.
DC	Co-Location / Data Centre	Rack-unit, quarter-rack and full-rack space in NetcomX Tier III DCs; power up to 6 kW per rack; cross-connects to Meet-Me-Room.

Full technical specifications are in Annex C; corresponding charges and one-time fees are in Annex B.

5. Eligibility & Access Request Procedure

5.1 Eligibility Criteria –The Access Seeker must: (a) hold an individual or class CMA licence authorising the requested activity; and (b) be in good standing with MCMC (no outstanding compound or licence fee arrears)

5.2 Request Submission (AR-1) – An Access Request shall be made using Form AR-1 (Annex D) and include: (i) licence certificate(s); (ii) past two years' audited financial statements; (iii) rolling 12-month demand forecast (Clause 6); (iv) executed Bank Guarantee or request for credit evaluation; and (v) technical details (service code, capacity, CDD, hand-off location).

5.3 Acknowledgement & Evaluation – NetcomX will acknowledge receipt within **2 Business Days** and deliver a decision within **10 Business Days**, excluding any period during which NetcomX awaits further information from the Access Seeker.

5.4 Decision Outcomes: (a) *Acceptance* – quotation and CDD issued; proceed to ordering (§7). (b) *Conditional Acceptance* – subject to additional credit support or minor technical works. (c) *Information Request* – clock paused until requested data supplied. (d) *Rejection* – only on MSA-permitted grounds (technical infeasibility, network security risk, legal prohibition, or demonstrable credit risk).

5.5 Execution of Access Agreement – Where the Access Seeker accepts this RAO in full, an executable counterpart shall be signed within **30 Business Days** of acceptance; failing which, the RAO terms will automatically govern the supply.

5.6 Validity & Renewal – An accepted Access Agreement remains valid for five (5) years unless earlier terminated under Clause 18. Renewal negotiations shall commence not less than six (6) months prior to expiry.

6. Forecasting

6.1 Rolling Forecast – The Access Seeker shall submit a non-binding twelve (12)-month rolling forecast for each Service, broken down by month and Site, upon signature of the Access Agreement and updated every calendar quarter.

6.2 Forecast Accuracy Band – Forecasts are expected to be within $\pm 25\%$ of actual orders. Where variance exceeds 25 % in any two (2) consecutive quarters, NetcomX may: (a) require an additional Security Deposit or Bank Guarantee equivalent to one (1) month of the excess capacity; and/or (b) re-baseline the provisioning lead-time for the excess portion.

6.3 Capacity Planning – NetcomX will dimension network and back-office capacity based on the forecast plus a twenty per cent (20 %) head-room. Any demand exceeding the forecast + 20 % buffer will be served on a reasonable-endeavours basis and may be subject to a revised CDD.

6.4 Forecast Not a Firm Order – A forecast imposes no obligation on either party until the Access Seeker submits a Service Order Form (SOF) and NetcomX issues an Order Acknowledgement under Clause 7.1

6.5 Persistent Forecast Non-Compliance – If variance $>25\%$ persists for three (3) consecutive quarters, NetcomX may suspend processing of new orders until an agreed remedial forecast is provided.

7. Ordering & Provisioning

7.1 Order Placement & Security Deposit – An Access Seeker shall submit a Service Order Form (SOF) (Annex D) by electronic mail to

orders@netcomx.com.my. Within two (2) Business Days NetcomX will issue (i) an Order Acknowledgement with an indicative Customer Delivery Date (CDD) and (ii) an invoice for the **Security Deposit** calculated under Clause 13.2 (three (3) months' estimated total Monthly Recurring Charges). The Order becomes binding ("**Accepted Order**") and provisioning will commence only upon NetcomX's receipt of the full Security Deposit.

7.2 CDD Confirmation – Upon receipt of the Security Deposit NetcomX will confirm the CDD within five (5) Business Days for standard on-net sites. For off-net or special-build sites the CDD will accompany any Site-Specific Uplift Quote issued under Clause 13.6.

7.3 Order Cancellation or Amendment – The Access Seeker may cancel or amend an Accepted Order at any time prior to the Ready-For-Service (RFS) notice by (a) forfeiting the Security Deposit; and (b) reimbursing NetcomX for all demonstrable third-party or civil-works costs already incurred. No additional cancellation fee shall apply.

7.4 Provisioning Lead-Time Targets – NetcomX will use commercially reasonable efforts to deliver ninety-five per cent (95 %) of standard on-net Accepted Orders within thirty (30) calendar days. Orders requiring new civil works, third-party backhaul, or wayleaves are excluded from this target and will follow the CDD quoted under 7.2.

7.5 Ready-For-Service (RFS) – NetcomX will issue an RFS notice upon completion of provisioning and successful internal testing. Access Seeker shall have five (5) Business Days to perform Acceptance Tests (Clause 8). If no rejection is raised within that period, Service shall be deemed accepted and billing shall commence from the RFS date.

7.6 Access Seeker Delay – If Access Seeker facilities are not ready within ten (10) Business Days of the RFS notice, NetcomX may begin billing and/or decommission the unfinished work at the Access Seeker's cost.

7.7 Extension of Time – NetcomX may extend the CDD or RFS date by written notice where delay is caused by Force Majeure, third-party right-of-way, acts or omissions of the Access Seeker, or any circumstance beyond NetcomX's reasonable control.

7.8 Demarcation Point – Unless otherwise agreed, the Service demarcation point is the NetcomX-provided Network Termination Equipment (NTE) Ethernet port at the Customer Edge. The Access Seeker is responsible for all Customer Premises Equipment beyond the demarcation.

7.9 Order Rejection – NetcomX may reject an Order only on the MSA-permitted grounds listed in Clause 5.4(d). A rejection will include written reasons and, where feasible, an alternative proposal.

8. TESTING & COMMISSIONING

8.1 Mutually Agreed Tests – Prior to the Ready-For-Service (RFS) date the parties shall agree in writing a fit-for-purpose acceptance procedure that reflects the Service type, bandwidth and technology. NetcomX will supply its standard test parameters on request; the Access Seeker may propose reasonable variants.

8.2 Default Acceptance Test – Where no specific procedure is agreed, the Service shall be deemed to have passed if a layer-2 loopback or ping test demonstrates clean link establishment and configured bandwidth for a continuous ten (10)-minute interval with zero frame loss.

8.3 Joint or Remote Testing – Acceptance tests may be conducted jointly at the Demarcation Point or remotely via NetcomX's NOC systems at the Access Seeker's option.

8.4 Failure & Retest – If a Service fails due to NetcomX equipment or configuration, NetcomX will rectify the fault and offer one (1) retest at no additional charge. Further retests attributable to the Access Seeker or its customer equipment may attract a reasonable Retest Fee notified in advance.

8.5 Deemed Acceptance – If no written rejection specifying a test failure is received within three (3) Business Days of the RFS notice and test results, the Service shall be deemed accepted and billing shall commence from the RFS date.

8.6 Minor Punch-List Items – Minor non-service-affecting defects noted during testing will be rectified within five (5) Business Days and shall not delay acceptance.

9. OPERATIONS & MAINTENANCE

9.1 Network Operations Centre (NOC) – 24 × 7 contact:

Email: noc@netcomx.com.my | Phone: **+603 7650 4909**

9.2 Fault Reporting & Severity – Upon fault detection, the Access Seeker shall open a trouble ticket by email or phone. Faults are classified: • *Critical* – total loss of service; • *Major* – performance below SLA but service available; • *Minor* – non-service-affecting alerts.

9.3 Planned Maintenance – NetcomX will schedule maintenance in the window 00:00-06:00 MYT and give at least seven (7) Business Days' notice. Emergency maintenance may be performed with four (4) hours' notice.

9.4 Escalation Ladder – Unresolved tickets escalate automatically: NOC Engineer → Duty Manager (4 h) → NOC Head (6 h) → CTO (8 h).

9.5 Preventive Maintenance – NetcomX performs semi-annual preventive checks; any customer impact will be handled as Planned Maintenance.

9.6 Remote Hands & Site Access – Available on request at RM300 per hour, subject to DC security rules.

9.7 Spare Parts & Restoration – NetcomX maintains strategic spares to meet MTTR. Cross-border spares import delays constitute Force Majeure.

9.8 Post-Incident Reporting – For Critical or Major faults exceeding one (1) hour, NetcomX will issue a Root-Cause Analysis report within five (5) Business Days of restoration.

9.9 Access Seeker Responsibilities – The Access Seeker shall maintain its own CPE, provide clean power and environment, and ensure on-site support during fault restoration where required.

10. NETWORK PROTECTION & SAFETY

10.1 Regulatory Compliance – The Access Seeker must ensure that all equipment it connects to the NetcomX network is type-approved by SIRIM (or other authority) and meets all applicable Malaysian technical, EMF and safety standards.

10.2 Right to Disconnect – NetcomX may immediately isolate, block or remove any equipment or traffic that:

- (a) endangers network integrity or public safety;
- (b) causes harmful interference; or
- (c) is used for any unlawful purpose.

Where practicable, NetcomX will give prior notice; otherwise it will notify the Access Seeker as soon as reasonably possible after the fact.

10.3 Indemnity – The Access Seeker indemnifies NetcomX against all claims, losses or fines arising from the Access Seeker's breach of this Section 10.

11. TECHNICAL SPECIFICATIONS

11.1 Reference Documents – Interface details, hand-off options and signalling parameters are set out in **Annex C (Technical Specifications)**.

11.2 Updates – NetcomX may revise Annex C to reflect technology evolution or regulatory changes by giving the Access Seeker at least ten (10) Business Days' written notice. Any update shall not degrade an existing Service that is in-service and compliant.

11.3 Compatibility – The Access Seeker is responsible for ensuring its Customer Premises Equipment is compatible with the specifications in Annex C and for all integration at its own sites.

12. SERVICE LEVELS

12.1 Definitions

“Availability” means the percentage of time, in a Measurement Period, that a Service is capable of sending and receiving traffic over the relevant Interface.

“Measurement Period” means each calendar month unless stated otherwise.

“Service Outage” means a period in which Availability is less than 100 % and a Trouble Ticket has been opened in accordance with Section 9.

12.2 Availability Target

NetcomX will use commercially reasonable endeavours to maintain **99.5 % Availability** for each Service, measured per link during each Measurement Period by NetcomX’s standard monitoring tools.

12.3 Exclusions

The following will be excluded from Availability calculations:

- (a) Planned maintenance performed with at least five (5) Business Days’ notice;
- (b) Emergency maintenance not exceeding two (2) hours per event;
- (c) Force Majeure events under Section 16;
- (d) Outages caused by the Access Seeker’s equipment, acts or omissions;
- (e) Third-party circuits or facilities not provided by NetcomX.

12.4 Reporting & Co-operation

To qualify as a Service Outage, the Access Seeker must open a Trouble Ticket within one (1) hour of detecting a fault and provide reasonable on-site and remote access for diagnostics.

12.5 Restoration Priority

NetcomX will assign a severity level to each Trouble Ticket in accordance with Section 9 and use best endeavours to restore Service as soon as practicable.

12.6 Chronic Failure

If a Service’s Availability falls below **98 %** for three (3) consecutive Measurement Periods, the Access Seeker may terminate that individual Service without early-termination charges by giving thirty (30) days’ written notice.

12.7 Discretionary Service Credit

NetcomX may, at its sole option, grant a service credit or bill rebate for a Service Outage. Any such credit:

- (a) is ex-gratia and without admission of liability;
 - (b) shall not exceed the pro-rated Monthly Recurring Charge for the affected period;
- and

(c) shall constitute the Access Seeker's **sole and exclusive remedy** for that Service Outage.

12.8 Sole Remedy

Except for the termination right in Clause 12.6 and any discretionary credit under Clause 12.7, **no further credits, penalties, damages or other remedies** shall arise from NetcomX's failure to achieve the Availability Target.

13. PRICING, SECURITY DEPOSIT & BILLING

13.1 Annual CPI Adjustment – On 1 January each year the Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC) in Annex B will move in line with Malaysia's Consumer Price Index (CPI) for the previous calendar year, rounded to two decimal places.

Formula (plain English):

New Price = Old Price × (1 + % CPI change).

- If CPI is negative, prices stay flat (no reduction).
- Annual increase capped at 5 %.
- NetcomX will publish the updated price table within 10 Business Days of official CPI release.

13.2 Security Deposit: average 3 months' total invoices (MRC + estimated usage), reviewed annually or on 20 % traffic growth.

13.3 Billing: monthly invoice; due 30 days EOM.

13.4 Late Payment: BLR + 2 % p.a., escalating to BLR + 4 % after 60 days.

13.5 NetcomX may set-off or suspend on 5 days' notice if overdue >30 days.

13.6 Excess Distance / Construction Charges – Rates in Annex B assume the Customer-Edge is within 1 km fibre route of a NetcomX on-net PoP. Where additional civil works, wayleaves or third-party backhaul are required, NetcomX will issue an *Excess Construction Charge* quotation specific to that Site. Acceptance of such quotation constitutes a variation to Annex B for that Site only.

13.7 Baseline Pricing Principle – Annex B presents "from" baseline charges that represent NetcomX's entry-level pricing for on-net sites. Where delivery to a Site involves excess distance, special civils, third-party backhaul, or other extraordinary costs, NetcomX will issue a **Site-Specific Uplift Quote** pursuant to Clause 13.6. The Access Seeker may accept or decline the Uplift without penalty.

Acceptance varies Annex B for that Site only.

14. CONFIDENTIALITY & DATA PROTECTION

14.1 Definition – "Confidential Information" means any information (whether oral, written or in electronic form) disclosed by one party to the other in connection with this RAO and marked or reasonably understood as confidential, including network diagrams, prices, customer data, and security credentials.

14.2 Non-Disclosure Obligation – Each party shall safeguard the other's Confidential Information with at least the same degree of care it uses for its own (and not less than reasonable care) and shall not disclose it to any third party save to employees, directors, professional advisers or subcontractors who (i) have a need to know, and (ii) are bound by confidentiality obligations no less stringent than this Clause 14.

14.3 Permitted Disclosures – Confidential Information may be disclosed if and to the extent required by law, court order or a competent regulatory authority, provided the disclosing party gives prior written notice (where legally permissible) and co-operates to limit the scope of disclosure.

14.4 Exclusions – Information is not Confidential Information if it (a) is or becomes public through no breach of this RAO, (b) was lawfully in the recipient's possession prior to disclosure, (c) is independently developed without reference to the disclosing party's information, or (d) is rightfully obtained from a third party free of confidentiality obligation.

14.5 Duration – These obligations survive for five (5) years after expiry or termination of the Access Agreement.

14.6 Data Protection – Each party shall comply with the *Personal Data Protection Act 2010* ("PDPA"). Cross-border transfer of personal data requires prior written consent from the data owner and the receiving jurisdiction must afford protection equivalent to the PDPA.

14.7 Data Breach Notification – A party becoming aware of any unauthorised access to, or loss of, personal data related to the Services shall notify the other party within forty-eight (48) hours, providing details of the breach, remedial actions and mitigation steps.

14.8 Injunctive Relief – Unauthorised disclosure of Confidential Information may cause irreparable harm; the injured party is entitled to seek injunctive relief in addition to any other remedies.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Ownership – All Intellectual Property Rights ("IPR") existing prior to, or generated independently of, this RAO remain vested in the originating party.

15.2 Licence for Interoperability – Each party grants the other a non-exclusive, non-transferable, royalty-free licence to use its IPR solely for the purpose of performing obligations under this RAO. The licence terminates automatically upon expiry or termination of the relevant Service.

15.3 No Reverse Engineering – The Access Seeker shall not copy, decompile, disassemble or reverse engineer any NetcomX software or equipment except to the extent permitted by law.

15.4 Trademark Usage – Neither party shall use the other's name, logo or trademarks in any publicity or marketing material without prior written approval.

15.5 IP Infringement Indemnity – The Access Seeker indemnifies NetcomX against all claims that the Access Seeker's equipment, software or content infringes a third-party IPR, and shall bear all costs and damages awarded.

16. FORCE MAJEURE

- **16.1 Definition** – An event beyond the reasonable control of the affected party including (without limitation) acts of God, lightning, flood, extreme weather, fire, pandemic, war, terrorism, riots, civil disorder, strikes, power grid failure, or governmental action.
- **16.2 Suspension of Obligations** – If a Force Majeure event prevents a party from carrying out its obligations, those obligations (except payment of undisputed charges already due) are suspended for the duration of the event.
- **16.3 Mitigation & Notice** – The affected party shall (a) promptly notify the other party within two (2) Business Days detailing the nature and estimated duration of the event, and (b) use all reasonable endeavours to mitigate its effects.
- **16.4 Right to Terminate** – If the Force Majeure event continues for more than sixty (60) consecutive days, either party may terminate the affected Service(s) on ten (10) Business Days' written notice without liability (other than charges accrued up to the termination date).
- **16.5 Exclusion of Payment Obligation** – Force Majeure does not excuse the Access Seeker from paying for Services already delivered nor affect the Security Deposit held by NetcomX. INTELLECTUAL PROPERTY RIGHTS

17. LIABILITY & INDEMNITY

17.1 Caps on Liability – NetcomX's total liability for any one event (or series of connected events) is limited to the lesser of (a) Ringgit Malaysia One Hundred Thousand (RM100,000) or (b) three (3) times the Monthly Recurring Charges (MRC) for the affected Service. NetcomX's aggregate liability in any calendar year shall not exceed six (6) months' total charges paid or payable by the Access Seeker.

17.2 Exclusions from Caps – The caps in Clause 17.1 do not apply to liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, (iii) wilful misconduct, or (iv) breach of confidentiality or Intellectual Property Rights.

17.3 Indemnity by Access Seeker – The Access Seeker indemnifies and holds NetcomX, its Affiliates and directors harmless against all third-party claims, losses, fines and legal costs arising from (a) the Access Seeker's equipment, software or content, (b) any breach of law or regulation by the Access Seeker, (c) damage to NetcomX's network or property, or (d) personal-data breaches attributable to the Access Seeker.

17.4 Indemnity by NetcomX – NetcomX will indemnify the Access Seeker only for death or personal injury directly caused by NetcomX's negligence, subject to the caps in Clause 17.1.

17.5 Exclusion of Indirect Loss – Neither party is liable for loss of profit, revenue, goodwill, business opportunity or any indirect or consequential loss, even if advised of the possibility of such loss.

18. TERM, SUSPENSION & TERMINATION

18.1 Initial Term & Renewal – Each Service has an initial term of five (5) years commencing on its RFS date. Thereafter the Service renews yearly unless either party gives not less than ninety (90) days' written notice prior to the renewal date.

18.2 Early Cancellation by Access Seeker – The Access Seeker may cancel a Service before expiry by paying (a) one hundred per cent (100 %) of the remaining MRC for the unexpired term, plus (b) all unrecovered NRC and any Site-Specific Uplift Charges.

18.3 Suspension (5-Day Notice) – NetcomX may suspend all or part of a Service on five (5) Business Days' written notice for: (a) payment default exceeding thirty (30) days;

- (b) material breach not remedied within fourteen (14) days;
- (c) insolvency, winding-up or administration;
- (d) network security or safety risk;
- (e) change of control without NetcomX's prior consent; or
- (f) licence revocation or legal prohibition.

18.4 Immediate Suspension – NetcomX may immediately suspend any Service that, in its reasonable opinion, endangers network integrity, public safety or causes interference. Notice will be provided as soon as practicable.

18.5 Termination – Either party may terminate the affected Service if a suspension event persists for thirty (30) days, or if a Force Majeure event continues for more than sixty (60) consecutive days.

18.6 Consequences of Termination – Upon termination (a) NetcomX may apply the Security Deposit against unpaid sums; (b) the Access Seeker shall pay all outstanding charges within fifteen (15) days; (c) the Access Seeker shall remove its

equipment from NetcomX sites within thirty (30) days, failing which NetcomX may decommission or dispose of the equipment at the Access Seeker's cost.

19. DISPUTE RESOLUTION

19.1 Good-Faith Negotiation – A party claiming a dispute shall issue a Dispute Notice. The parties shall consult and negotiate in good faith within ten (10) Business Days, escalating internally:

NOC Manager → Regulatory Affairs Head → Chief Executive Officer.

19.2 MCMC Mediation – If the dispute is unresolved after thirty (30) Business Days from the Dispute Notice, either party may refer it to the Malaysian Communications and Multimedia Commission for mediation under the CMA.

19.3 Court or Optional Arbitration – If mediation fails or MCMC declines jurisdiction, the dispute shall be finally resolved by the courts of Malaysia sitting in Kuala Lumpur. Notwithstanding the foregoing, the parties may mutually agree in writing to refer technical or billing disputes not exceeding Ringgit Malaysia Five Hundred Thousand (RM500,000) to arbitration administered by the Asian International Arbitration Centre (AIAC) under its Fast-Track Rules (single arbitrator, Kuala Lumpur, English language).

19.4 Interim Relief – Nothing in this Clause 19 prevents either party from seeking urgent injunctive or equitable relief from any court of competent jurisdiction where damages would be an inadequate remedy.

20. GOVERNING LAW

20.1 Governing Law – This RAO, any Access Agreement made under it, and any dispute or claim (including non-contractual obligations) arising out of or in connection with it, are governed by and construed in accordance with the laws of Malaysia.

20.2 Exclusive Jurisdiction – Subject to Clause 19 (Dispute Resolution), the parties irrevocably submit to the exclusive jurisdiction of the courts of Kuala Lumpur, Malaysia. NetcomX may, however, seek urgent injunctive or other equitable relief in any jurisdiction where the Access Seeker's assets or operations are located.

20.3 Statutory Compliance – Nothing in this RAO limits either party's obligations under the *Communications and Multimedia Act 1998*, subsidiary legislation, or any lawful direction of the Malaysian Communications and Multimedia Commission ("MCMC").

20.4 Service of Process – Each party nominates its registered office (or any replacement address notified in writing) for service of legal process. Service is deemed effective seven (7) Business Days after dispatch by prepaid registered post, or immediately upon delivery by hand or recognised courier.

20.5 **Survival** – This Section 20 survives expiry or termination of the RAO and any Access Agreement formed under it.

Annex A – Glossary & Abbreviations

1 Glossary (alphabetical)

Term	Definition
Access List	The list of network facilities and network services determined by the Malaysian Communications and Multimedia Commission (“ Commission ”) under the <i>Commission Determination on Access List, Determination No. 6 of 2021</i> , as amended from time to time. irix.my
Access Provider	NetcomX in its capacity as a holder of Network Facilities Provider (“NFP”) and Network Service Provider (“NSP”) individual licences under the <i>Communications and Multimedia Act 1998</i> (“ CMA ”), offering Facilities or Services on the Access List to Access Seekers.
Access Seeker	A licensed NFP or NSP (or such other person as the Commission may permit) that requests, or is entitled to request, the provision of any Facilities or Services on the Access List from the Access Provider pursuant to the MSA and this RAO.
Availability	Network-level service uptime for a particular Link, expressed as a percentage of total time over each rolling-twelve-month measurement period, excluding Planned Maintenance and force-majeure outages.
Base Lending Rate (“BLR”)	The prevailing Base Lending Rate published by Malayan Banking Berhad (Maybank) and any subsequent variation automatically applied to the rate. As at 8 May 2023 the BLR is 6.65 % p.a. maybank2u.com.my
Business Day	Any day (other than Saturday, Sunday or a public holiday under the <i>Holidays Act 1951</i> or any state ordinance) on which banks are open for business in Malaysia.
Commission	The Malaysian Communications and Multimedia Commission (“MCMC”) established under the CMA.

Term	Definition
Mandatory Standard on Access (“MSA”)	The <i>Commission Determination on the Mandatory Standard on Access, Determination No. 1 of 2022</i> , effective 1 November 2022, and any amendment or replacement thereof. irix.my
Point of Interconnection (“POI”)	A physical interface where the Networks of the Access Provider and an Access Seeker are interconnected for the purpose of providing a regulated Facility or Service.
Reference Access Offer (“RAO”)	This document published by NetcomX under section 5.3.3 of the MSA, setting out the standard terms on which NetcomX offers Facilities and Services on the Access List.
Service-Level Agreement (“SLA”)	The service levels, targets and measurement methodology applicable to a particular Facility or Service as specified in this RAO.

2 Abbreviations

Abbreviation	Meaning
BLR	Base Lending Rate
CMA	<i>Communications and Multimedia Act 1998</i>
KPI	Key Performance Indicator
MCMC	Malaysian Communications and Multimedia Commission
MSA	Mandatory Standard on Access
MSAP	Mandatory Standard on Access Pricing
NFP	Network Facilities Provider licence under the CMA
NSP	Network Service Provider licence under the CMA
OPR	Overnight Policy Rate (set by Bank Negara Malaysia)
POI	Point of Interconnection
RAO	Reference Access Offer

Abbreviation	Meaning
SLA	Service-Level Agreement

Annex B – Baseline Charges

Annex B – Baseline Charges & CPI Adjustment				
Service	Bandwidth	MRC from (RM/month)	NRC / Install (RM)	Comments
Dedicated Internet Access (DIA)	100 Mbps	3 250	5 000	
	1 Gbps	13 800	5 000	
Broadband	100 Mbps	89	200	
	500 Mbps	169	200	
	1 Gbps	249	200	
Metro-Ethernet (PtP, MY)	1 Gbps	10 500	5 000	
Duct & Pole Access	Existing sub-duct	Quote	Quote	Only where spare duct exists
Excess construction / distance uplift	—	Quote on application	Quote	Applies > 1 km or new civils

Annual CPI uplift: $\text{New Price} = \text{Baseline Price} \times (1 + \text{Malaysia CPI \% for previous calendar year})$.

No cap or floor; NetcomX may waive or discount at its sole discretion.

Annex C – Technical Specifications

C-1 Dedicated Internet Access (DIA)

- **Scope** – Symmetric, uncontended layer-3 IP access delivered over NetcomX's nationwide fibre.
 - **Bandwidth tiers** – 100 M, 1 G, 10 G (higher on request).
 - **Included features**
 - /30 public IPv4 + /48 IPv6 (larger blocks on request).
 - Optional single- or dual-homed BGP (MD5 authentication).
 - 24-hour traffic burst buffer (no throttling).
 - **Demarcation** – Service ends at the NetcomX patch panel in the Site MMR.
 - **Optional add-ons** – DDoS scrubbing, jumbo MTU, IPv6 PI transit, fixed-IP backup over broadband.
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C-2 Broadband Internet Service

- **Scope** – Layer-3 “best-effort” broadband connectivity for premises served by NetcomX GPON / FTTP network.
 - **Bandwidth tiers** – 100 M, 500 M, 1 G (other tiers on uplift quote).
 - **Customer session control** – DHCP with Option 82 insertion (default).
 - **IP options** – Dynamic public IPv4 and dual-stack IPv6 (/64 per connection).
 - **Access model** – One VLAN per end-user ONT; traffic is routed directly to the Internet via NetcomX core (no resale obligation).
 - **Backhaul** – Service handed off at the subscriber premises; optional aggregated hand-off at a mutually agreed POI is available under Excess-Distance pricing.
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C-3 Metro-Ethernet (Point-to-Point)

- **Scope** – Transparent L2 circuit within Malaysia, delivered over NetcomX DWDM metro rings.
- **Bandwidth tiers** – 1 G, 10 G (100 M sub-rate on request).

- **Frame format** – Transparent Ethernet; jumbo frames up to 9 216 B on request.
 - **Allowed traffic** – Unrestricted VLAN/Q-in-Q, MPLS-encapsulated traffic permitted.
 - **Restoration** – Ring protection (sub-50 ms) inside metro footprint; single-homed tail outside ring.
 - **OAM** – IEEE 802.1ag & Y.1731 LM/DM enabled when ordered.
-

C-4 Rental of Fibre Infrastructure (Duct & Pole Access)

- **Scope** – Dark fibre IRU, spare sub-duct or pole attachment within NetcomX ROW.
 - **Availability** – Only where capacity exists; site survey & Excess-Construction quote may apply.
 - **Term** – Minimum 5 years IRU; shorter terms by agreement.
 - **Maintenance** – NetcomX conducts routine inspections; Access Seeker is responsible for its own cable integrity and splicing.
 - **Right-of-Way** – Access Seeker must obtain permits for third-party land if required.
-

C-5 General Conditions (applicable to all services)

1. **Planned maintenance** – 3 Business-Day notice (NetcomX-initiated); 5 Business Days (Seeker-requested).
2. **Service relocation or upgrade** – treated as a new Order; NRC and Excess-Construction charges may apply.
3. **Updates** – NetcomX may amend this Annex with ten (10) Business Days' written notice. Updates will not degrade any live Service without the Access Seeker's consent.

Annex D – Standard Forms & Templates

Severity	Definition (examples)	Restoration Target
Critical	Total loss, fibre cut, hard-down core node	≤ 4 h
Major	Partial loss, > 50 % packet-loss, chronic flap	≤ 6 h
Minor	Degraded performance, single-user fault	≤ 24 h

Planned maintenance notice:

- NetcomX-initiated → 3 Business Days
- Access Seeker-initiated → 5 Business Days

Post-incident report: Root-cause analysis within three (3) Business Days of restoration.

These targets support RAO Section 12. Failure to meet them gives the Access Seeker only the termination right in Clause 12.6; no credits or additional damages apply.

**Annex D – Sample of Service Order
Form**



SERVICE ORDER FORM

- ☐ New Request ☐ Renewal ☐ Relocation ☐ Upgrade ☐ Downgrade ☐ Termination
☐ Reconfiguration, please specific:

SERVICE ORDER FORM DATE:

SERVICE ORDER FORM NO:

1. CUSTOMER INFORMATION			
Company Name :		Business Registration Number:	
Registered Address :		Account Number: (<input type="checkbox"/> NEW <input type="checkbox"/> EXISTING Customer)	
		Circuit ID No:	
Post Code:	City/State:	Tel Number:	
Contact Person Name:		Fax Number:	
Mobile Number:			
Email:			
2. SERVICE LOCATION(s)			
Installation Address Node A:		LRD	
		Latitude	- Longitude -
Installation Address Node B:		LRD	
		Latitude	- Longitude -
3. SERVICES PERFORMANCE SPECIFICATION(S)			
Monthly Bandwidth Commitment		Gbps	
SLA		%	
Class of Service (CoS)			
Wavelength Interface	<input type="checkbox"/> SH1310nm <input type="checkbox"/> LH1550nm		
Connector Type	<input type="radio"/> FC <input type="checkbox"/> SC <input type="checkbox"/> LC / UPE <input type="checkbox"/> RJ45		
Fiber Core	<input type="radio"/> 2 cores <input type="checkbox"/> 4 cores <input type="checkbox"/> Others _____		
Distance (KM) : _____			
4. SERVICES CHARGES			
Ready for Service Date		Contract Term (Year)	
Bandwidth Fees (RM, Monthly)		Total Annual Rental (RM)	
Total Contract Value (RM)		Security Deposit (RM)	
One Time Charges (RM)			
<input checked="" type="checkbox"/> Installation _____ <input type="checkbox"/> Upgrading _____ <input type="checkbox"/> Downgrading _____ <input type="checkbox"/> Others _____			

NETCOMX SDN BHD (1120515-V)

Lot 37624, Jalan 2/37a, Taman Bukit Maluri, 52100 Kuala Lumpur.

Terms & Conditions:

1. Initial Lease Term: Two (2) years from the date upon which the Dedicated Internet Access (DIA) Service first commence which shall be the RFS Date or any other mutually agreed date in writing subject to successful testing and circuit handover (hereinafter referred to as Service "Commencement Date").
2. Renewal term: "the Company" has the option to renew the Lease Term for a further term of two (2) years.
3. The price quoted is in Ringgit Malaysia (MYR) and excludes Service Tax, which if applicable, shall be added to the invoice and paid by the Company.
4. The monthly recurring charges (MRC) for the lease of the Dedicated Internet Access (DIA) Services shall be invoiced by Netcomx Sdn Bhd (Netcomx) in advance.
5. One-Time Charges (OTC) shall be invoiced together with the 1st semi-annual invoice.
6. The price includes support and maintenance as below:
 - a. Committed Service Level Assurance (SLA) at 99.70% or 99.9% as the case may be as shown in table above.
 - b. Mean Time To Restore (MTTR) is 4 hours
 - c. Telephone support 24x7
 - d. Network Management 24x7
 - e. On-Site Support based on SLA
7. Configuration and the above pricing are subject to final design and other requirements. The port is burstable up to 10G.
8. Above pricing are excluding Inter-connect / Cross-connect charges at Third Party's Data Centers / Customer's Location which if required will be charged by Netcom and paid by the Company.
9. Installation charges are based on standard lead time, installation during office hours: Monday to Friday – 9 am to 6pm. Surcharge will be applied for express service and installation after office hour, weekend and Public Holiday.
10. Billing will commence upon the respective Service Commencement Date.
11. 3 months deposit (based on the MRC of the DIA Services) shall be paid by the Company upon Netcomx's confirmation of this Service Order Form.
12. All payments under this Service Order Form shall be paid within 30 days from the issuance of the invoice failing which, Netcomx shall have the right to charge late payment at the interest rate of 4% per annum.
13. Relocation Charge is subject to site survey and new pricing.
14. Termination: A 30-Day Notice is required before the expiry of the Initial Term for non-renewal or circuit termination request.
15. In the event the DIA Service is prematurely terminated prior to its Initial Service Term by the Company or by Netcomx due to the Company's default, Netcomx shall have the right to impose an Early Termination Charge (ETC) of 100% of the charges MRC for the remaining contract period of the Initial Service Term PROVIDED however that such Early Termination Charge(ETC) will not be applicable if the Bandwidth Service is prematurely terminated by the Company due to Netcomx fails to meet the agreed SLA. To section 3 of the quote to clear and link the statement.
16. At the expiry date of the Initial Lease Term of the DIA Service, the lease for DIA Service shall be deemed to be automatically renewed on a monthly basis at the same Monthly Recurring charge, if no written termination notice of 30 days is received by Netcomx prior to its expiry date or if the Company does not renew the service contract accordingly.
17. Cancellation charge will be applicable if the required DIA Service for the circuit is cancelled before delivery date. The cancellation charge will be the standard installation charge of the Bandwidth Service and other cost incurred by Netcomx including but not limited to 3rd party charges.
18. Netcomx's handoff demarcation is until Netcomx patch panel port (bandwidth).

6. BILLING INFORMATION

Billing Frequency:

Billing Address:

7. DECLARATION OF APPLICATION

We hereby agree to be bound by the terms and conditions stated in this Service Order Form and the quotation referred to above or any amendment made thereto for the provision of the telecommunication service requested herein by Lattice Semiconductor Malaysia and provided by NetcomX Sdn Bhd. We further confirm that the information given on this form is true and correct.

Signature _____

Date : _____

Name _____

Designation _____

Business Stamp: _____

8. FOR OFFICE USE ONLY

1. Date of Service Order Form Received:

2. Mutually Agreed RFS Date:

3. Remarks:

Signature : _____

Date : _____

Name : _____

Mobile Number : _____

Email : alirahman@netcomx.com.my

Attached Documents:

- ☐ Brief Write-up Proposal
- ☐ Network Diagram

**Annex E – Sample of Service Acceptance Test
Form**

SERVICE ACCEPTANCE FORM TEST – SAF**SERIAL NUMBER:**

APPLICATION : ☐ New ☐ Upgrade ☐ Downgrade ☐ Relocation ☐ Maintenance
☐ Migration ☐ Termination

PRODUCT : ☐ Dedicated Internet Access ☐ Metro Ethernet ☐ Broadband Internet
☐ Fiber Core ☐ Others (please specify) : _____

Customer Info (as per Service Order Form)

Name of Company : _____

Service Order Form No : _____

Customer Representative at Site

Name : _____

Designation : _____ Mobile No : _____

MN Permai Technical Representative at Site

Name : _____

Type of Testing : ☐ PING Test ☐ Throughput ☐ End-to-End ☐ RFC ☐ Speed Test
☐ Equipment Test ☐ Others (please specify) : _____

Service Details - (to be filled by MN Permai personnel)

Installation Address (as per Service Order Form)

Site A Location :	Switch ID :	Bandwidth Capacity : _____ <input type="checkbox"/> Mbps <input type="checkbox"/> Gbps
	Port ID :	
	Other ID :	
Notes : DEVICE : S/N :	Circuit ID :	Core ID :
	Core ID 2 :	
Site B Location :	Switch ID :	Interconnect Fiber Cable : <input type="checkbox"/> Required <input type="checkbox"/> Not Required Site A : _____ Site B : _____
	Port ID :	
	Other ID :	
Notes :	SERVICE COMMISSION DATE (SCD)	
	Date Commissioned : _____ Billing Date : _____	

Service Acceptance Test Acknowledgement - (to be filled by Customer)

I hereby acknowledge that the subscribed service(s) and equipment or/and internal cabling (if any) indicated above have been successfully installed, configured, tested, and activated at the site indicated above. I hereby acknowledge to sign and return the SAT form to MN Permai within seven (7) days of its receipt and shall be deemed to be satisfied with the SAT and accepts the Services and the service commission date (SCD) as specified in in this form for MN Permai to start invoicing of the Service.

Customer Signature / Date : _____

Name : _____

I/C No : _____

Company Stamping & Authorised Signatory