



REFERENCE ACCESS OFFER FOR 5G SERVICES

U MOBILE SDN. BHD.

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INTRODUCTION

1. Purpose of this RAO

This RAO is published by U MOBILE pursuant to:

- (a) Commission Determination on the Mandatory Standard on Access (“MSA”) Determination No.1 of 2022; and
- (b) Commission Determination of Access List, Determination No.6 of 2021;

to facilitate eligible licensees in seeking access to the 5G Services. It outlines the terms and conditions governing U MOBILE’s engagement with Access Seekers for the provision of the 5G Services.

2. Legal Basis of Access

This RAO forms:

- (a) the basis upon which any entity, who holds a licence as required under Section 126 of the CMA, and who is entitled to seek, would seek access to the 5G Services, provided that U MOBILE is able to provide such services; and
- (b) the basis for U MOBILE to grant such access, upon the execution of an Access Agreement with the eligible person, and which will be subsequently lodged with the Commission in accordance with the CMA.

3. Contracting Structure and Subscription Process

3.1 RAO Structure

This RAO is divided into the following parts:

Part A Applicability, Eligibility and General Principles

Part B Access Request and Negotiation

Part C	Provisioning and Network Operations
Part D	General Terms and Conditions
Part E	Catalogue for 5G Services
Part F	Schedule F.1 – Dispute Resolution Procedures Schedule F.2 – Definitions and Construction Schedule F.3 – Fault Rectification Response Times Schedule F.4 – Quality of Service Levels Schedule F.5 – Confidentiality Agreement
Part G	Access Request Form

3.2 Access Agreement Execution

- 3.2.1 The Access Seeker must execute an Access Agreement for the 5G Services.
- 3.2.2 The Access Agreement governs all Service Order Forms submitted by the Access Seeker, including the applicable terms under **Part E**.

3.3 Service Order Form

- 3.3.1 The Access Seeker must formalise its order for a 5G Service by submitting a Service Order Form. The initial or first Service Order Form must be signed by both U MOBILE and Access Seeker concurrently with the execution of the Access Agreement, unless otherwise stated in this RAO or the Access Agreement. At least one (1) Service Order Form must be signed for each 5G Service subscribed to at the time of executing the Access Agreement, unless otherwise stated in **Part E**.
- 3.3.2 Where the Access Seeker subscribes to multiple 5G Services, a separate Service Order Form must be submitted for each 5G Service.
- 3.3.3 Following the initial Service Order Form, the Access Seeker may submit one or more Service Order Forms for additional or subsequent orders of the same 5G Services. U MOBILE shall acknowledge receipt of each subsequent Service Order Form within one (1) Business Day from the date of submission by the Access Seeker.

3.4 Supplemental Agreement

3.4.1 A Supplemental Agreement is required where:

- (a) the Access Seeker has an existing Access Agreement with U MOBILE; and
- (b) the Access Seeker intends to subscribe to different 5G Services not covered under the existing Access Agreement; and/or
- (c) there has been a material amendment to the RAO or the Access Agreement which necessitates documentation to reflect such change in a separate agreement.

3.4.2 Unless stated otherwise in this RAO or in the Access Agreement, each Supplemental Agreement:

- (a) must be executed together with an initial order for the relevant 5G Service, in the form of a Service Order Form; and
- (b) shall be lodged with the Commission in accordance with the CMA.

3.4.3 A Supplemental Agreement forms part of the Access Agreement and governs the specific terms relating to any additional 5G Service(s) subscribed to after the Access Agreement is signed and any amendments required to reflect changes in applicable Laws.

4. **Formation of the Access Agreement**

4.1 Access Agreement Framework

The Access Agreement between U MOBILE and the Access Seeker shall be a formal, binding agreement executed by both Parties, setting out the full terms and conditions governing the Access Seeker's access to the 5G Services. The terms of the Access Agreement will be based on this RAO, subject to any modifications as may be agreed between the Parties.

4.2 Components of the Access Agreement

The Access Agreement shall comprise the following components, as agreed between the Parties:

Access Agreement The formal, binding agreement executed by both Parties, which sets out the agreed terms and conditions applicable to the Access Seeker's engagement with U MOBILE.

The terms of the Access Agreement, including any schedules and appendices, shall become legally binding upon execution by both Parties and the Access Agreement shall be enforceable under the CMA upon it being duly lodged with the Commission in accordance with the CMA.

Standard Terms The standard terms in Parts A to G of this RAO, incorporated by reference into the Access Agreement, unless expressly modified.

Schedules and Appendices Schedules and appendices detailing additional legal and commercial terms, including but not limited to, service performance terms, dispute resolution procedures, technical requirements, specifications, and other supporting materials referenced in this RAO.

Service Order Form A document executed by the Parties to formalise an order for a 5G Service under an Access Agreement. It may be used for the initial or subsequent orders and forms a binding part of the governing agreement, but is not a standalone contract.

Operations Manual A supporting document as defined in **Schedule F.2 (Definitions and Construction)**.

4.3 Order of Precedence

If there is any inconsistency between the documents comprising the Access Agreement, the provisions shall apply in the following order of precedence (in descending order):

- (a) the Standard Terms as described under **Section 4.2** (excluding Schedules and Appendices);
- (b) the Schedules and Appendices to the Access Agreement;
- (c) the applicable Service Order Form(s); and
- (d) the Operations Manual.

5. List of 5G Services

The 5G Services offered under this RAO are as follows and are further described under **Part E**:

- (a) 5G eMBB Service;
- (b) 5G IBC Service;
- (c) 5G Event Based Capacity and Coverage;
- (d) 5G Bespoke Coverage;
- (e) 5G Smart Slice; and
- (f) 5G Private Network.

6. U MOBILE's Address for Correspondence

All requests, notices, forms and any other relevant documents arising out of this RAO, shall be sent to U MOBILE at the address below:

***U Mobile Sdn. Bhd.,
Lot 11.01, Level 11, East, Berjaya Times Square,
1, Jalan Imbi,
55100 Kuala Lumpur, Malaysia.
Attention: Head of Wholesale***

PART A – Applicability, Eligibility and General Principles

7. Applicability

This RAO only applies to the provision of 5G Services by U MOBILE to the Access Seekers, under which U MOBILE will provide such access based on the Standard Access Obligations as prescribed under the CMA, on reasonable and non-discriminatory terms.

8. Who is Eligible to Apply for Access

This RAO applies to Access Seekers who:

- (a) are licensed by the Minister as any of the following:
 - i. network facilities providers;
 - ii. network services providers;
 - iii. applications service providers; or
 - iv. content applications service providers; and
- (b) have fulfilled all other eligibility requirements and pre-conditions set out in this RAO and/or any applicable regulatory instruments.

9. General Principles of Access

9.1 Reasonableness

U MOBILE may refuse a request from an Access Seeker for access to any particular 5G Services if:

- (a) supply of the relevant 5G Services would not be reasonable;
- (b) supply of the relevant 5G Services would be reasonable, but the terms and conditions requested by the Access Seeker are not reasonable; or
- (c) a request for access to the 5G Services may not be reasonable if one or more of the criteria in **Section 16.1** are satisfied.

9.2 Non-Discrimination

9.2.1 Access to 5G Services will be made available by U MOBILE to Access Seekers on a non-discriminatory basis and in accordance with the technical standards, quality, and timelines that comply with applicable Laws.

9.2.2 In complying with its obligation to provide non-discriminatory access under **Section 9.2.1** and the Standard Access Obligations set out in the CMA, U MOBILE must not discriminate:

- (a) between Access Seekers; or
- (b) in favour of itself,

unless U MOBILE has reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions on which U MOBILE complies, or on which U MOBILE is reasonably likely to comply, with the relevant obligation.

9.2.3 Such grounds may include, but are not limited to:

- (a) evidence that the Access Seeker is not creditworthy; and
- (b) repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access has been provided (whether or not by U MOBILE).

9.2.4 The Access Seeker acknowledges that the end-to-end service performance experienced by its Customers is not solely attributable to the U MOBILE 5G Access Network, but is dependent on various factors, including but not limited to, the Access Seeker's Network and Facilities, User Equipment and settings and other technical, environmental or external factors beyond U MOBILE's control.

9.2.5 This RAO does not prevent Access Seekers from negotiating and entering into arrangements for 5G Services that may differ in technical capability or quality from those offered to other Access Seekers, subject to mutual agreement with U MOBILE.

9.3 Equivalence of Inputs

U MOBILE shall offer 5G Services on an Equivalence of Inputs basis to Access Seekers, including the product, price, timeframes, service level performance and terms and conditions that are the same as what it provides to itself and/or other Access Seekers, on the U MOBILE 5G Access Network.

9.4 Modularity

U MOBILE shall allow an Access Seeker to acquire a 5G Service on a modular basis, thereby enabling Access Seekers to subscribe to individual 5G Services independently, subject to the relevant product terms in **Part E** of this RAO. However, certain 5G Services may be technically dependent on the concurrent subscription to another 5G Service.

9.5 No Exclusivity

U MOBILE shall not, in relation to the supply of a 5G Service, include a term or condition in an Access Agreement preventing an Access Seeker from acquiring the same or any other services from another Access Provider.

9.6 No Restriction on Re-Sale

U MOBILE shall not, in relation to the supply of 5G Services, include a term or condition in an Access Agreement preventing an Access Seeker from re-supplying the 5G Services to any person.

9.7 General Principles

9.7.1 Each Party recognises and must act consistently with the following General Principles:

- (a) an individual may be a Customer of the Access Seeker and another Access Seeker in respect of the same or different 5G Services; and
- (b) the supply of the 5G Services by U MOBILE to the Access Seeker, which the Access Seeker then utilises in providing any services to its Customers, does not mean that those Customers are also customers of U MOBILE;

(collectively, the “**General Principles**”).

9.7.2 The General Principles do not expand the scope of the Parties’ obligations under this RAO or alter the meaning of the terms of this RAO. However, if any term of this RAO is ambiguous then the General Principles will be the primary reference for determining the intention of the Parties.

9.7.3 U MOBILE shall not use any Access Seeker's Customer information to market or offer to supply its goods or services to that or any other Customer, except where:

- (a) the Customer information is publicly available; or
- (b) the Customer information has been received or developed by U MOBILE from sources other than the Access Seeker,

and, in either case, the information has not been collected or generated with reference to, or combined with or compared to, information provided in connection with U MOBILE's supply of the 5G Services.

- 9.7.4 This includes any use or intended use by U MOBILE to dissuade that Customer from entering into a contractual relationship with the Access Seeker for retail services that use the 5G Services as an input or more generally, to persuade that Customer to enter into a contractual relationship with U MOBILE for U MOBILE's retail services.

PART B – Access Request and Negotiation

10. Introduction

10.1 Overview

This **Part B** sets out:

- (a) the process for initiating an Access Request with U MOBILE; and
- (b) the negotiation process and timeline with respect to an Access Request.

10.2 Applicability of this Part

This **Part B** only applies:

- (a) where U MOBILE and the Access Seeker do not have an existing Access Agreement governing access to the 5G Services sought by the Access Seeker; or
- (b) where an existing Access Agreement between U MOBILE and the Access Seeker is in place, but its current term is due to expire within the next four (4) months.

11. Pre-Submission Stage

11.1 Mandatory Initial Contact

11.1.1 Any Access Seeker who is interested in obtaining access to the 5G Services under this RAO must first contact U MOBILE by email to U MOBILE's Head of Wholesale at Wholesale.5G@u.com.my to formally express its interest and commence the access process.

11.1.2 Upon receiving such email, U MOBILE may:

- (a) request further information to assess the Access Seeker's readiness;
- (b) initiate preliminary engagement in line with **Section 11.2**; and/or
- (c) provide the relevant Access Request Form.

11.1.3 Access Request Form will only be made available to Access Seekers who have first complied with **Section 11.1.1**.

11.2 Optional Preliminary Engagement

11.2.1 Before submitting a formal Access Request, an Access Seeker may request preliminary discussions with U MOBILE to obtain general guidance on service availability or feasibility of the 5G Services being considered. Under any such engagement, U MOBILE may, at its discretion and subject to availability, provide general guidance or indicative information to support the Access Seeker's planning. This may include:

- (a) general service availability by location or Cluster;
- (b) interface or Network requirements for potential interconnection; and
- (c) reference to relevant documentation already published or made available under this RAO.

11.2.2 Any engagement under **Section 11.2.1** is non-binding and is intended solely to support preliminary discussions and an indication of acceptance, approval or commitment in respect of any future request.

11.2.3 U MOBILE may request the Access Seeker to enter into a Confidentiality Agreement prior to disclosing any non-public or proprietary information.

11.3 Compliance Readiness

11.3.1 Before submitting the Access Request Form pursuant to this RAO, the Access Seeker must confirm to U MOBILE's reasonable satisfaction that the Access Seeker is capable of complying with all the terms and conditions of this RAO.

11.3.2 U MOBILE may request the Access Seeker to demonstrate Access Seeker's readiness by providing evidence of the following:

- (a) possession of valid and applicable licences issued under the CMA;
- (b) technical infrastructure required to interconnect with the U MOBILE 5G Access Network, including core compatibility and POI configuration;
- (c) organisational readiness to engage in provisioning, operations, and fault escalation processes in accordance with this RAO; and
- (d) completion of any required interconnection testing, security reviews, or onboarding assessments.

11.3.3 U MOBILE may, at its discretion, defer the processing of an Access Request if the Access Seeker fails to sufficiently demonstrate its readiness. U MOBILE shall notify the Access Seeker in writing of the identified gaps in readiness and may propose a timeline for their resolution.

11.3.4 U MOBILE shall apply readiness criteria in a non-discriminatory manner to all Access Seekers, taking into account the technical and commercial feasibility of interconnection and service provisioning.

11.4 Contact Point

U MOBILE shall designate and notify an Access Seeker of one or more of the following:

- (a) a person to whom Access Requests are to be delivered;
- (b) a contact point to which Access Requests are to be delivered (such as an email address); or
- (c) a mechanism through which Access Requests can be made (such as a web portal or business-to-business gateway), provided that if such a mechanism is the only method which U MOBILE provides for the receipt of Access Requests for that 5G Service, U MOBILE cannot require the Access Seeker to unreasonably invest in specialised technology or systems (such as an automated interface between the Operational Support Systems of the Operators).

12. Submission of Access Request

12.1 Formal Submission

If the Access Seeker wishes to obtain access to the 5G Services from U MOBILE, the Access Seeker shall submit a completed Access Request Form to U MOBILE, which must be duly signed by an authorised officer or representative of the Access Seeker. This form shall set out the following information:

- (a) the name and contact details of the Access Seeker;
- (b) the 5G Services in respect of which access is sought;
- (c) a list of the relevant licences held by the Access Seeker;
- (d) the information (if any) the Access Seeker reasonably requires U MOBILE to provide for the purposes of the negotiations. The type of information which may

be requested by the Access Seeker is described in, but not limited to, the specific items set out in **Section 14.2**;

- (e) two (2) copies of the Confidentiality Agreement, properly executed by the Access Seeker of this RAO;
- (f) preliminary information regarding the scale and scope of the 5G Services that the Access Seeker expects to acquire from U MOBILE pursuant to the Access Request;
- (g) relevant technical information relating to the interface standards of the Equipment of the Access Seeker;
- (h) relevant information relating to the Access Seeker's Network and the functionality of its services, to the extent that the Access Seeker is aware that such information may affect the U MOBILE 5G Access Network;
- (i) assessed security or (if applicable) confirmation of security provided in accordance with U MOBILE's Financial Security requirements as set out in **Section 41.2**;
- (j) creditworthiness information in accordance with U MOBILE's requirements;
- (k) insurance information in accordance with U MOBILE's insurance requirements, as set out in **Section 41.1**; and
- (l) such other information as U MOBILE may reasonably request for the sole purpose of providing access to the requested 5G Services.

12.2 Limitations on Required Information

12.2.1 Notwithstanding anything else in this RAO, U MOBILE shall not impose an obligation on an Access Seeker to provide any of the following information to U MOBILE (whether as a condition of the provision of further information or as a condition of assessing the Access Seeker's application, or at any other time):

- (a) the Access Seeker's proposed service launch date (though U MOBILE may request the Access Seeker to specify any ready-for-service dates which the Access Seeker requires from U MOBILE in respect of the requested 5G Services);
- (b) details of the functionality of the Access Seeker's proposed service, except to the extent that such functionality may affect the U MOBILE 5G Access Network;

- (c) details of the Access Seeker's Network rollout plans, except to the extent that such rollout plans relate to ready-for-service dates requested by the Access Seeker;
- (d) details of the Access Seeker's current or proposed retail charges;
- (e) details of the Access Seeker's marketing strategy or proposed client base;
- (f) financial information relating to the Access Seeker's business, except to the extent that such information may be required pursuant to the creditworthiness requirements in **Section 41.3**;
- (g) details of any other supply arrangements or agreements to which the Access Seeker is or may be a party, except to the extent that such details are directly relevant to technical characteristics of the requested 5G Services; or
- (h) any other commercially sensitive information of the Access Seeker which is not strictly required by U MOBILE to supply the requested 5G Services.

12.2.2 U MOBILE shall provide access to the 5G Services in accordance with this RAO and Access Agreement. U MOBILE shall not enter into any arrangement that would unreasonably prevent, hinder or restrict the fulfilment of U MOBILE's obligations under the RAO. While U MOBILE is committed to meeting these obligations, such obligations shall be subject to factors beyond its reasonable control, including but not limited to, Force Majeure events, acts or omissions of third-party providers, or regulatory constraints. In such cases, U MOBILE shall use all reasonable endeavours to mitigate the impact of such circumstances on the timely provision of access.

13. U MOBILE's Response to Access Request

Within ten (10) Business Days of receiving a completed Access Request Form, U MOBILE will:

- (a) acknowledge receipt of the Access Request;
- (b) return one (1) copy of the Confidentiality Agreement, properly executed by U MOBILE (previously signed by the Access Seeker and submitted pursuant to **Section 12.1(e)**); and
- (c) respond to the Access Seeker by taking one of the following actions:
 - i. confirming U MOBILE's willingness to proceed with the supply of the 5G Services based on the terms of this RAO and issuing an access acceptance

notification, which shall initiate the process of finalising the Access Agreement in accordance with this RAO, subject to any internal execution procedures required by U MOBILE;

- ii. proposing to negotiate the terms of access by issuing a negotiation invitation notice;
- iii. rejecting the Access Request, and issuing an access rejection notification; or
- iv. requesting additional information by issuing an access information request to the Access Seeker.

14. Access Request Acceptance – RAO Response

14.1 If the Access Seeker accepts the terms and conditions of this RAO as the basis for the Access Agreement, then U MOBILE shall confirm acceptance to the Access Seeker by issuing an access acceptance notification.

14.2 Upon the submission of an access acceptance notification, U MOBILE will provide the following information to the Access Seeker, to the extent such information is held or controlled by U MOBILE:

- (a) any supplementary details of the 5G Services offered by U MOBILE not included in this RAO, including details of Network coverage maps such as locations of active Clusters, locations of cell sites carrying Commercial Traffic, and POI locations at which physical or virtual co-location is available to Access Seekers;
- (b) any supplementary access Charges for access to the 5G Services, which are not included in this RAO (for example, discounts for inferior service levels or surcharges for enhanced service levels);
- (c) all supplementary technical information relating to the 5G Services sought which may be the subject of the Access Request, which are not included in this RAO, including but not limited to, any Service Qualifications' information where available, physical and logical interfaces of the U MOBILE 5G Access 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 U MOBILE 5G Access Network;
- (d) supplementary details of U MOBILE's operational processes and procedures which are not included in this RAO;

- (e) supplementary details of U MOBILE's provisioning cycles which are not included in this RAO and any impact such cycles may have upon an Access Request by the Access Seeker;
- (f) details of U MOBILE's alternative quality of service targets which are not included in this RAO and actual achievements of service targets in respect of the 5G Services requested under the Access Request;
- (g) any security requirements, insurance requirements and creditworthiness information (including a credit assessment form, if available) required by U MOBILE; and
- (h) U MOBILE's reasons for failing to supply any of the information referred to in this **Section 14.2**.

Prior to the provision of information under this **Section 14.2**, U MOBILE must be satisfied (acting reasonably) that such disclosure is in the national interest and does not affect national security or defence.

15. Access Request Acceptance – Negotiation Response

- 15.1 If the Access Seeker had submitted an Access Request which contains a request to negotiate the terms and conditions of the Access Agreement, then U MOBILE shall do the following:
- (a) issue a negotiation invitation notice within ten (10) Business Days of receiving such Access Request;
 - (b) provide the information set out in **Sections 14.2(a) to (h)** in draft form for discussion purposes;
 - (c) require the Access Seeker to provide all relevant technical information relating to the Access Seeker's Network which U MOBILE may reasonably need; and
 - (d) require the Access Seeker to provide such additional information as may be reasonably required to provide access to the 5G Services.
- 15.2 Upon the issuance of negotiation invitation notice by U MOBILE to the Access Seekers, the negotiation process and timelines as set out in this **Part B** below shall apply.

16. Right to Refuse

16.1 U MOBILE may refuse an Access Request made by an Access Seeker if the request is deemed unreasonable or does not comply with the requirements set out in this RAO. The following are grounds for refusal prior to the issuance of the access rejection notification, including but not limited to:

- (a) U MOBILE does not currently supply, or provide access to itself or to any third parties, the relevant 5G Services (in which case it shall identify any alternative facilities and/or services which it does provide to itself or to any third parties, which may be acceptable substitutes), except where the Access Seeker compensates U MOBILE for the original supply of access to the 5G Services to the Access Seeker;
- (b) the Access Seeker has not provided all of the information required as set out in **Section 12.1**;
- (c) it is not technically feasible to provide access to the 5G Services requested by the Access Seeker;
- (d) subject to this RAO, U MOBILE has insufficient capacity or space to provide the requested 5G Services;
- (e) U MOBILE has reasonable grounds to believe that the Access Seeker may fail to make timely payments for the 5G Services and such concern cannot be addressed through a security requirement in accordance with this RAO;
- (f) U MOBILE has reasonable grounds to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions set out in this RAO for the 5G Services;
- (g) U MOBILE has reasonable grounds to believe that the provision of access to the Access Seeker will be contrary to the provisions and objectives of the CMA or the national interest;
- (h) U MOBILE has reasonable grounds to believe that the safety of its Network will be compromised by the grant of the access requested;
- (i) U MOBILE has reasonable grounds to believe that the provision of access to the Access Seeker will be in furtherance of an activity which is illegal under the Law;
or
- (j) the terms and conditions of access requested by the Access Seeker, in the opinion of U MOBILE are unreasonable.

- 16.2 If U MOBILE considers that it has insufficient capacity or space to meet the requirements in an Access Request for the 5G Services, U MOBILE will, to the extent reasonably and commercially practicable:
- (a) subject to the applicable technical condition, increase capacity on its 5G RAN or take such other measures that may be reasonably necessary to accept the Access Seeker's Access Request;
 - (b) keep the Access Seeker notified and updated in writing regarding such measures; and
 - (c) notify the Commission as soon as practicable of such insufficient capacity or space, together with reasons and the anticipated length of any delay in satisfying the requirements of the Access Request.

17. Access Request Refusal

- 17.1 If U MOBILE refuses an Access Request, U MOBILE shall issue an access rejection notification. The Access Seeker may attend and meet with the representatives of U MOBILE on the date and time specified in the access rejection notification to discuss issues arising from the refusal.
- 17.2 If the Access Seeker fails or neglects to attend the meeting with U MOBILE on the date and time stated, the Access Seeker shall be deemed to have abandoned the Access Request and U MOBILE will not entertain any further communications from the Access Seeker, until a new Access Request is submitted by the Access Seeker to U MOBILE.
- 17.3 If the Access Seeker does attend, and the refusal of the Access Request is not resolved (whether at that meeting or any subsequent meetings between the Parties), then either U MOBILE or the Access Seeker may initiate the Dispute Resolution Procedure (where applicable) set out in **Schedule F.1 (Dispute Resolution Procedures)**, in order to determine the reasonableness of the refusal by U MOBILE.
- 17.4 Pending the final determination of the dispute, U MOBILE shall not be obliged to provide access to the Access Seeker.

18. Request for Further Information

- 18.1 U MOBILE may request the Access Seeker to provide further information pursuant to an Access Request, by issuing an access information request to the Access Seeker, within ten (10) Business Days of receiving a completed Access Request Form.
- 18.2 Upon receipt of an access information request, the Access Seeker shall within ten (10) Business Days from the date of an access information request provide such further information to U MOBILE.
- 18.3 If in U MOBILE'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 from the date U MOBILE received the further information from the Access Seeker.
- 18.4 If U MOBILE issues an access information request to the Access Seeker, all applicable timelines under this **Part B** shall be paused from the date of issuance and shall resume on the date on which U MOBILE receives a complete response from the Access Seeker. U MOBILE shall notify the Access Seeker in writing once it considers the information provided to be complete.
- 18.5 If the Access Seeker does not provide the further information in response to a request made by U MOBILE, then the Access Seeker shall be deemed to have abandoned the Access Request. Such abandonment shall be without prejudice to the Access Seeker submitting a fresh Access Request.
- 18.6 The Access Seeker shall provide the information required by U MOBILE in sufficient detail and in sufficient time to enable U MOBILE to evaluate and plan the provisioning of the 5G Services.
- 18.7 U MOBILE shall treat all information provided in the Access Request by the Access Seeker to U MOBILE pursuant to the Access Agreement as confidential and such information shall only be used by the following U MOBILE Personnel:
- (a) those Personnel of U MOBILE who are in U MOBILE's wholesale group; or
 - (b) those Personnel of U MOBILE who are part of the U MOBILE 5G Access Network engineering group with responsibility for interconnection for the purpose of responding to and provisioning for the Access Request.

19. Right to Withdraw Access Request

- 19.1 The Access Seeker may withdraw the Access Request without any fee or charge if the withdrawal is made before the earliest of:
- (a) within five (5) Business Days from the date of submission of the Access Request; or
 - (b) ten (10) Business Days after receiving the results of the Service Qualification (as further described in **Section 21**);
- 19.2 If the withdrawal is effective within this period, U MOBILE shall not be under any obligation to fulfil the Access Request.
- 19.3 If the Access Seeker withdraws the Access Request after the applicable timeline in **Section 19.1**, such withdrawal shall be subject to U MOBILE's written consent, which may be granted on reasonable terms, including the imposition of a reasonable administrative fee or recovery of reasonable costs incurred by U MOBILE. Such costs may include, without limitation, reasonable costs incurred by U MOBILE in conducting any Service Qualification activities in relation to the withdrawn Access Request.

20. Treatment of Requests

- 20.1 U MOBILE shall:
- (a) establish a single queue for all Access Requests and Service Qualifications for a given type of 5G Services, whether those Access Requests and Service Qualifications are required for itself or any Access Seekers;
 - (b) give the equivalent priority to the handling of all Access Requests and Service Qualifications in each queue; and
 - (c) otherwise treat all Access Requests and Service Qualifications in each queue in compliance with its Queuing Policy established under the RAO.
- 20.2 Upon receipt of the confirmation from the Access Seeker for U MOBILE to proceed with fulfilling the Access Request, U MOBILE will use all reasonable efforts to fulfil the Access Request for the 5G Services which complies with the forecast supplied by such Access Seeker, on the terms and conditions contained in the RAO and Access Agreement.

21. Service Qualification

- 21.1 U MOBILE shall be entitled to conduct a Service Qualification on the relevant portion of its U MOBILE 5G Access Network as deemed necessary, in relation to the specific 5G Service requested by an Access Seeker.
- 21.2 U MOBILE shall use all reasonable efforts to complete the Service Qualification and inform the Access Seeker of the result of the Service Qualification within fifteen (15) Business Days of the commencement of the Service Qualification, or such other duration as may be mutually agreed in writing between the Parties.
- 21.3 U MOBILE shall not be obliged to activate or provision any 5G Services requested by the Access Seeker until the Service Qualification process has been completed to U MOBILE's satisfaction. Where the results of the Service Qualification indicate that the Access Seeker does not meet the necessary technical, operational, or integration requirements, U MOBILE may, at its sole discretion, defer the activation of such 5G Services until such time as the identified issues are resolved. U MOBILE shall notify the Access Seeker in writing of any such deferral, including the reasons for the deferral.

22. Applicability for Additional Services

Notwithstanding that the Access Seeker may have entered into an Access Agreement with U MOBILE for any 5G Service, the Access Seeker shall submit an Access Request for any new or additional 5G Services in accordance with the provisions set out above.

23. Conduct of Negotiations for the Access Agreement

- 23.1 All negotiations shall be conducted in good faith. For this purpose, each Party shall cooperate in a commercially reasonable manner in negotiating and implementing the Access Agreement including:
- (a) acting promptly, honestly and not perversely, capriciously or irrationally;
 - (b) avoiding the imposition of unreasonable restrictions or limitations on the provision of access to the 5G Services (such as refusing to provide particular forms of access that U MOBILE provides to itself); and
 - (c) avoiding unnecessary disputes and resolving disputes promptly and fairly.

- 23.2 Negotiations shall formally commence upon U MOBILE's issuance of a negotiation invitation notice in response to the Access Seeker's request to negotiate. Both Parties shall notify the Commission when negotiations commence.
- 23.3 U MOBILE shall propose the date, time, and venue for the initial negotiation meeting within fifteen (15) Business Days of issuing a negotiation invitation notice. Any meeting or negotiation under this **Section 23** may take place in person, or virtually by conference call, video conference or using other communications technology, with participants in one or more geographical places (or in a hybrid format).
- 23.4 If an Access Seeker wishes to propose any amendments to the Access Agreement upon receiving a negotiation invitation notice, it may do so within ten (10) Business Days of receiving a negotiation invitation notice, by submitting its proposed changes to U MOBILE.
- 23.5 Upon receiving the Access Seeker's proposed amendments, U MOBILE shall engage in good faith negotiations to finalise the Access Agreement within the applicable timeframe specified in **Section 24.1**.

24. Duration of Negotiations for the Access Agreement

- 24.1 The timeline for concluding negotiations for the Access Agreement shall commence from the date U MOBILE issues a negotiation invitation notice to the Access Seeker, and shall be concluded within:
- (a) one-hundred and twenty (120) days, where there is no Access Agreement in place between the Parties; or
 - (b) ninety (90) days where there is already a commercial agreement or an access agreement in place between the Parties.
- 24.2 U MOBILE and the Access Seeker may agree in writing to extend the time to conclude such negotiations, and upon such agreement, submit a joint request for the approval of the extension to the Commission.
- 24.3 Pending such approval by the Commission, the Parties shall continue to negotiate in good faith to conclude the Access Agreement.

25. Initial Meeting

25.1 Unless otherwise agreed between U MOBILE and the Access Seeker, the Parties shall ensure that their authorised representatives meet on the date notified, and that such representatives shall:

- (a) agree on a timetable for the negotiations, including milestones and dates for subsequent meetings within the applicable timeframe for negotiations, as set out under **Section 24.1**;
- (b) agree on negotiating procedures, including:
 - i. calling and chairing meetings;
 - ii. responsibility for keeping minutes of the meetings;
 - iii. clearly defined pathways and timetables for escalation and resolution by each Party of matters not agreed in the meetings;
 - iv. procedures for consulting, and including in the negotiating process, relevant experts from 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 technical investigations, if any, need to be made and by whom such investigations should be made.

26. Negotiation Deadlock and Prohibited Conduct

26.1 If U MOBILE and the Access Seeker are unable to reach an agreement within the applicable negotiation period specified in **Section 24.1**, then the Parties may jointly apply to the Commission for an extension of time to complete the negotiations, and if such application for extension of time is refused by the Commission then there shall be deemed to be a dispute between the Parties and the Dispute Resolution Procedures shall take effect.

26.2 U MOBILE must not do, or threaten to do, anything that has the effect or likely effect of, any of the following:

- (a) refuse to negotiate terms of access not related to price, for the reason that the rate, charge, charging principles or methodologies of access have not been agreed upon;
- (b) subject to the provisions of this RAO, refuse to negotiate access to any 5G Services because the Access Seeker has not agreed to acquire access to other 5G Services or because the Access Seeker has not agreed to acquire a particular configuration, option or feature of any requested 5G Service;
- (c) require an Access Seeker to enter into a confidentiality agreement the terms of which would preclude the disclosure of information requested by the Commission or required to be disclosed for the purposes of dispute resolution;
- (d) require an Access Seeker to warrant that the Access Agreement complies with all applicable Laws (provided that this would not prevent U MOBILE from requiring an Access Seeker to warrant or otherwise commit that it will comply with all applicable Laws);
- (e) refuse to include in any Access Agreement a provision permitting variation of the Access Agreement in the event of any change in rules, applicable Laws or applicable regulations (including the Commission's decisions and determinations);
- (f) make any negotiation conditional on the Access Seeker first obtaining any regulatory approval or consent (provided that this will not prevent U MOBILE from refusing to enter into any Access Agreement where in U MOBILE's opinion the Access Seeker is required to have any specific regulatory approval or consent and the Access Seeker does not have any such approval or consent);
- (g) intentionally mislead or coerce an Access Seeker into reaching an agreement, which would not otherwise have been reached if not for the misleading act or coercion; intentionally obstruct or delay negotiations or any dispute resolution process; or
- (h) fail to nominate representatives who have sufficient authority and with sufficient availability to progress negotiations in a timely and efficient manner.

Part C – Provisioning and Network Operations

27. Forecasting

The Access Seeker shall provide forecast information relating to the requested 5G Services, if formally requested by U MOBILE, in accordance with the requirements and timelines specified under the RAO. Further terms on forecast parameters are set out under **Part E** below.

28. Provisioning Obligations

28.1 Delivery Date

The delivery timeline for each 5G Service, whether for the initial order or subsequent orders, shall be agreed by the Parties in writing.

28.2 Proof of Concept

28.2.1 U MOBILE may, at its discretion, initiate, and conduct proof-of-concept activities (“**POC**”) from time to time during the Service Term to:

- (a) assess new or modified features of the 5G Services;
- (b) validate compatibility with proposed upgrades or operational changes;
- (c) test service behaviour under specific Network conditions; or
- (d) support any other objective relevant to the performance or delivery of the 5G Services.

28.2.2 The Access Seeker shall not unreasonably withhold or delay any cooperation required to support the conduct of a POC. U MOBILE may involve the Access Seeker in such POC on a fair and non-discriminatory basis.

28.2.3 To the fullest extent permitted by Law, and notwithstanding any contrary provisions in this RAO or the Access Agreement:

- (a) the POC will not be subject to any agreed service levels or performance metrics;

- (b) U MOBILE may suspend or terminate any POC at any time by written notice. Where such suspension or termination materially affects the Access Seeker, U MOBILE will use reasonable efforts to consult the Access Seeker beforehand; and
 - (c) the Access Seeker waives and releases U MOBILE from any claims or liability arising out of or related to the provision, performance, or withdrawal of the POC.
- 28.2.4 A POC shall not affect the delivery or performance of commercial services unless expressly agreed by the Parties. A POC does not constitute or imply any amendment to this RAO or the Access Agreement unless formalised through a written variation or Service Change Request.
- 28.2.5 All data, materials, and results generated during the POC shall be treated as U MOBILE's Confidential Information. Any Intellectual Property Rights created specifically during the POC shall be governed in accordance with the Access Agreement or as otherwise agreed in writing.

28.3 Queuing Policy for Access

U MOBILE shall maintain a Queuing Policy for all Access Seekers on a non-discriminatory basis that maximises the efficiency of its provisioning process. U MOBILE will place an Access Seeker in U MOBILE's queuing system at the time of providing an acknowledgement of receipt of the Access Request pursuant to **Section 12.1**.

29. Network Operations Management

29.1 Operations Manual

- 29.1.1 The Operations Manual and associated documents which set out the operational engagement processes, procedures, roles and responsibilities between U MOBILE and the Access Seeker will be provided to the Access Seeker who has subscribed to the 5G Services.
- 29.1.2 The Access Seeker acknowledges that the Operations Manual and associated documents will be agreed as part of an Access Agreement, and will contain additional details and processes, including the following:
- (a) the roles and responsibilities of U MOBILE, the Access Seeker and other Access Seekers;

- (b) planning, including processes around the provision of Network information, interconnection of equipment, ordering services, reservation of co-location space, service provisioning and service handover;
- (c) operational support and maintenance processes;
- (d) Network status of the U MOBILE's 5G RAN and the Access Seeker's Network;
- (e) change management for service-impacting changes in the U MOBILE's 5G RAN and the Access Seeker's Network;
- (f) billing and Customer service platform portal access and operation procedures;
- (g) reporting and document sharing;
- (h) operational governance, including the review of Key Quality Indicator (“KQI”), service level and other issues;
- (i) fault management, KQI and service level monitoring and reporting;
- (j) contact details and escalation matrix;
- (k) how updates can be made to the Operations Manual over time; and
- (l) other details and processes that U MOBILE considers appropriate from time to time.

29.1.3 Each Party acknowledges and agrees that it must comply with its respective obligations set out in the Operations Manual.

30. Point Of Interconnection (POI) Procedures

30.1 POI Locations

30.1.1 The Access Seeker acknowledges that, in order to receive the 5G Services it will be required to connect to the relevant POI(s) and interconnect its Network to the U MOBILE 5G Access Network.

30.1.2 Subject to **Section 30.1.1**, U MOBILE:

- (a) shall provide a list of the POI locations throughout Malaysia where U MOBILE has Facilities, including those Facilities:
 - i. at which physical co-location is available; and
 - ii. in respect of which virtual co-location is available;

upon request by the Access Seeker; and

- (b) will provide such information regarding the POI locations and Facilities in the manner set out in the Operations Manual.

30.1.3 The Access Seeker shall be required to connect to all POI locations listed under **Section 30.1.2(a)** or where applicable, the selected relevant POI(s) based on the 5G Services subscribed.

30.1.4 U MOBILE may additionally offer other forms of interconnection and co-location at any other technically feasible points, if requested by the Access Seeker.

30.2 Interconnection

30.2.1 Each Party must at all times ensure its Infrastructure, to the extent that its Infrastructure may affect the other Party's Infrastructure, meets all compatibility requirements set out in the Operations Manual.

30.2.2 Each Party will be responsible for all its Infrastructure (including those Facilities which form part of the interconnection links and the transmission equipment) up to and including the connection to the POI.

30.2.3 The Access Seeker must ensure that any connection to the U MOBILE Infrastructure made by the Access Seeker (or on behalf of the Access Seeker), is made and maintained in compliance with this RAO, the Access Agreement, regulatory requirements and all applicable Laws.

30.2.4 The Access Seeker shall, at its own cost and risk, establish and maintain the required connection to the nearest regional POI designated by U MOBILE. U MOBILE shall not be responsible for any delays or failures resulting from the Access Seeker's inability to meet the connectivity requirements.

30.2.5 U MOBILE must ensure that any connection to the Access Seeker Infrastructure made by U MOBILE (or on behalf of U MOBILE), is made and maintained in compliance with this RAO, the Access Agreement, regulatory requirements and all applicable Laws.

30.2.6 Notwithstanding the requirements in **Section 30.2.1**, U MOBILE is not required to, and may decline to, provide certain details of one or more POI and other Facilities (including the location of those POI and other Facilities), for national or operational security reasons. If U MOBILE chooses to withhold information regarding a POI or a Facility, U MOBILE must:

- (a) promptly provide such information to the Access Seeker on request, subject at all times to the confidentiality requirements reasonably notified to the Access

Seeker in respect of that information (which the Access Seeker must, and must ensure that its relevant Personnel, comply with at all times);

- (b) offer to provide, and if the offer is accepted, provide, updated location details to the Access Seeker where any POI and Facilities are withdrawn, introduced and changed (subject to the same confidentiality obligations referred to in **Section 30.2.6(a)**); and
 - (c) provide all such information to the Commission and, on a six (6) monthly basis, the locations at which U MOBILE is offering to supply the 5G Services, the locations at which Access Seekers have requested the 5G Services, and the locations at which U MOBILE is actively supplying the 5G Services.
- 30.2.7 U MOBILE may establish reasonable security procedures and processes (such as identity checks) to apply to the Personnel of the Access Seeker who will physically access any POI or other locations where Facilities are located, to the extent applicable. Those security procedures and processes may be set out in the Operations Manual or otherwise notified to the Access Seeker and its relevant Personnel prior to such access. Where such POI or locations are owned or operated by a third-party facility provider, the Access Seeker and its Personnel shall also comply with the access and security procedures imposed by such third-party provider. However, all such procedures and processes must:
- (a) not completely or substantially prohibit the Access Seeker from physically accessing a POI or other relevant location unless U MOBILE or a third-party facility provider has been directed in writing to do so by a Government Agency; and
 - (b) be no more restrictive or onerous than those that U MOBILE or the relevant third-party provider imposes on its own Personnel for access to the same locations.
- 30.2.8 Where such Facilities are owned or operated by third-party data centre providers at their location, Access Seekers and their Personnel shall also comply with the access and security procedures imposed by the relevant third-party provider.
- 30.2.9 U MOBILE may from time to time make new POI available to Access Seekers. U MOBILE will use reasonable endeavours to provide the Access Seeker with at least six (6) months prior notice of any new POI before making the new POI available and will provide such information as set out in the Operations Manual in respect of any new POI.
- 30.2.10 U MOBILE may from time to time close or relocate a POI. Any closure or relocation of a POI will take place in accordance with decommissioning obligations as set out under

Section 32 and the process set out in the Operations Manual, provided that any closure or relocation of a POI will only occur following the provision of:

- (a) in the event of an Emergency, as much notice as can reasonably be provided; and
- (b) in all other circumstances, twelve (12) months' notice, to the Access Seeker and the Commission. U MOBILE may only give effect to the proposed closure or relocation with the Commission's written consent and subject to any time delay or conditions which the Commission may specify.

30.2.11 In the event a POI needs to be closed or relocated on less than six (6) months' notice due to an Emergency, each Party agrees to co-operate and work together in good faith to mitigate (to the extent reasonably possible) any impact to the Customers of the Access Seeker.

31. Technical Obligations

31.1 Compliance to Commission Technical Guidelines and Standards

Subject to the technical obligations set out in the RAO, U MOBILE and the Access Seeker will adhere to the relevant guidelines and all applicable technical standards adopted or issued by the Commission from time to time.

31.2 Interference to the Network

Both U MOBILE and the Access Seeker shall take all necessary precautions against interference, and shall not knowingly, do anything or permit any third party to do anything in relation to their respective Network and/or Equipment which will:

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

31.3 Disconnection of Equipment Causing Interference

31.3.1 Regardless of any other provision in this RAO or the Access Agreement, U MOBILE reserves the right to disconnect any Equipment that, in its reasonable view, causes or is likely to cause more than a trivial impact on, or interferes or may interfere unlawfully with, the operation of the U MOBILE 5G Access Network or the 5G Services it provides.

Before exercising this right, U MOBILE will make reasonable efforts to engage with the Access Seeker to address the interference in a way that avoids unnecessary disruption to the Access Seeker's operations, Network, or Customers. Where prior consultation with the Access Seeker is not reasonably possible, U MOBILE may proceed with disconnection under this **Section 31** but will give the Access Seeker as much advance notice as the situation reasonably allows.

31.4 Notice of Interference and Rectification

If either U MOBILE or the Access Seeker ("**the Notifying Operator**") notifies the other Party ("**the Recipient Operator**") that the Recipient Operator's Network, Services or Equipment is causing interference to the Notifying Operator's Network, Services or Equipment, then the Recipient Operator shall upon receipt of the notice from the Notifying Operator, complete all rectification and repair works so that the interference ceases and do all things necessary to remove the interference UNLESS the Recipient Operator is unable to locate the source of the interference, after which the Recipient Operator shall notify the Notifying Operator of its inability to locate the source of the interference and the Parties agree that both of them shall within twenty four (24) hours of such notice, jointly meet and inspect each other's Network, Services or Equipment to locate the source of the interference.

31.5 Network Protection and Safety

The Parties agree that each of them is responsible for the safe operation of its side of the Network boundary, and shall take all reasonable steps to ensure that its side of the Network, its Network operations, and the implementation of the Access Agreement:

- (a) will not endanger the safety or health of any person, both its own Personnel and those of the other Party; and
- (b) will not cause physical or technical harm to the other Party's Network, including causing damage, interfering with or causing deterioration in the operation of the other Party's Network.

31.6 Quality of Service

- 31.6.1 Subject to technical capacity, the access provided by U MOBILE to the Access Seeker shall be at the quality of service level set out in **Schedule F.4 (Quality of Service Levels)** of this RAO.

31.6.2 U MOBILE will comply with any applicable mandatory standard on quality of service for 5G Services from the date that such mandatory standard on quality of service in relation to 5G Services comes into effect, and until such date U MOBILE shall provide access to 5G Services for Access Seekers in accordance with service levels set out in the RAO. Without limiting **Section 31.6.1**, U MOBILE must ensure that the 5G Services supplied by U MOBILE comply at all times with 3GPP standards.

32. Decommissioning Obligations

32.1 Decommissioning Notice

32.1.1 Except where U MOBILE is required to vacate a Site where a POI is located, or any other Facility and/or 5G Services which relies on U MOBILE's use of that Site, as a result of a third-party landlord's notice (under an arm's length tenancy agreement) or any local authority's notice, U MOBILE will provide no less than:

- (a) one (1) year's notice in writing to the Access Seekers prior to the decommissioning of a POI; or
- (b) six (6) months' notice in writing to the Access Seekers prior to the decommissioning of any Network facilities or services which rely on U MOBILE's use of the Site (as the case may be).

32.1.2 U MOBILE may give a shorter notice in circumstances where it is unable to meet the notice requirements set out in this **Section 32.1**, including due to any local authority's notice to vacate, but in any event shall give as much notice as possible.

32.2 Co-operation by U MOBILE

U MOBILE will co-operate with the Access Seekers to work out a timeline for the decommissioning of a relevant POI.

32.3 Alternative Arrangements

Where U MOBILE gives a Decommissioning Notice, U MOBILE will use all reasonable efforts to provide the affected Access Seeker, a functionally equivalent interface at an alternative POI, on terms and conditions that are similar to that applicable to the POI

that has been decommissioned, for a period of three (3) years from the date that POI was decommissioned.

32.4 Cost Allocation

32.4.1 Each Party shall be responsible for its own costs in connection with the closure or relocation of a POI.

32.4.2 Where the closure or relocation of a POI arises solely and directly due to factors reasonably within U MOBILE's control, U MOBILE shall bear the Access Seeker's direct, reasonable, and substantiated expenses incurred as a result. In such circumstances, the Access Seeker shall, upon U MOBILE's request (regardless of whether a notice has been issued), provide a reasonable estimate of its expected costs. This is to assist U MOBILE in assessing the overall cost implications of the closure or relocation.

33. Network Change Obligations

33.1 Scope

This Section sets out the obligations between U MOBILE and the Access Seeker with respect to the implementation of a Network change (as set out in **Section 33.2**) that requires a change to the hardware or software of the other Party's Network to maintain proper operation and compatibility of the Parties respective Networks. The obligations in this Section are reciprocal in nature and apply both to U MOBILE and the Access Seeker.

33.2 Types of Changes

For the purposes of this RAO, the following changes would be considered as a Network change:

- (a) interface change;
- (b) Facility/5G Service change;
- (c) Network change;
- (d) Operational Support Systems change (include but is not limited to billing, ordering and, provisioning processes); and
- (e) functionality change.

(each, a “**Relevant Change**”).

33.3 Notification of Change

33.3.1 If either U MOBILE or the Access Seeker (as the “**notifying Party**”) proposes to make a Relevant Change to its Network, services and procedures, the notifying Party will issue a change notice to the other Party (the “**recipient Party**”) stating the nature, effect, technical details and potential impact on the recipient Party’s Network (“**Change Notice**”). Upon receipt of the Change Notice, the recipient Party shall immediately identify and begin planning the necessary consequential changes that it has to implement to make its Network, services or procedures compatible with the notifying Party’s Network.

33.3.2 The notifying Party will, no later than ten (10) Business Days from the Change Notice, make its technical representatives available to the recipient Party to discuss the Relevant Changes, and the necessary consequential changes that the recipient Party has to implement to make the recipient Party’s Network, services or procedures compatible with the notifying Party’s Network. All Relevant Changes initiated by the notifying Party shall only be carried out after the expiry of three (3) months from the date of the Change Notice.

33.4 Post-notification Procedures and Testing

33.4.1 The notifying Party will co-operate and meet with the recipient Party within the time frame set out in **Section 33.3.2**, and provide additional information reasonably requested by the recipient Party no later than ten (10) Business Days after the recipient Party’s request for such additional information so as to minimise any adverse impact of the Relevant Changes.

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

33.4.3 The cost of the tests shall be borne by the Access Seeker.

33.5 Testing Failure

Subject to the recipient Party having fully co-operated with the notifying Party in relation to the development and execution of the tests above, and having regard to the notifying Party's requirement for the Relevant Changes:

- (a) if the recipient Party does not accept the tests or the results of such tests within ten (10) days prior to the date when the notifying Party proposes to effect the Relevant Changes; or
- (b) such tests do not provide reasonable assurance of the continued operation and compatibility of the Parties' respective Networks, services or procedures,

then the notifying Party will postpone implementation of the Relevant Changes for such period as may be necessary to allow the Parties to repeat the testing procedures set out above. In the event of continuous failure of the tests, then the Relevant Change shall be abandoned.

34. **Operations and Maintenance Obligations**

34.1 Operations and Maintenance Responsibility

34.1.1 Each Party shall be responsible for the operations and maintenance of its own Network, Facilities and Services, and any related Equipment including any Co-Location Facilities. The Party in whose Network a fault occurs is responsible for rectifying and restoring services in accordance with the response times stated in **Section 34.3**.

34.1.2 If the Access Seeker co-locates at a Co-Location Facility, the Access Seeker shall, at its own expense:

- (a) maintain its allocated space in a clean, orderly, and secure manner;
- (b) ensure that any Personnel it deploys to the Site are appropriately trained, certified, and competent, and that they fully comply with applicable legal, safety, health, and environmental obligations;
- (c) refrain from storing or leaving any flammable, hazardous, or otherwise dangerous materials at or near the Co-Location Facility, unless explicitly permitted by both Parties and managed in accordance with all safety procedures prescribed by U MOBILE; and
- (d) act with due care and diligence in relation to its use of the Co-Location Facility and Equipment, consistent with the standards expected of a responsible and professional operator.

34.2 Fault Management

- 34.2.1 The Access Seeker will establish and maintain, at its own costs, a fault reporting service that allows the Customers who are connected to their Network and/or to whom that Access Seeker provides its services, to report such faults to its fault reporting system with respect to any Network, Facilities, or Services, irrespective of the location of the fault.
- 34.2.2 The Access Seeker will ensure that its directly connected Customers are instructed to report all faults to its fault reporting system. The Access Seeker will manage its fault reporting and identification on a non-discriminatory basis.
- 34.2.3 If a fault with a major or critical level (as classified in **Schedule F.3 (Fault Rectification Response Time)**) occurs in the interconnected Network, which affects communications that cross both U MOBILE's and the Access Seeker's Networks, initial identification of fault will rest with the Operator who first becomes aware of the fault. Once it is determined accurately where the fault lies, the affected Operator in whose Network the fault has occurred shall be responsible for promptly rectifying the fault and restoring the affected Services, including where such Services are used in the other Operator's Network.
- 34.2.4 If an Operator identifies a fault occurring in its Network or with its Network facilities which may have an adverse effect on another Operator's Network, Network facilities, Services or Equipment, the first-mentioned Operator must promptly inform the other Operator of the existence of the fault, these actions being taken by the first-mentioned Operator to rectify the identified faults and restore the service; and the outcome of those actions.

34.3 Fault Rectification Response Time

Each Party agrees to respond and rectify faults in its Network in accordance with the agreed response and rectification time frames set out in **Schedule F.3 (Fault Rectification Response Time)** of this RAO.

34.4 Planned Maintenance

Subject to **Section 34.5**, the operator ("**Maintenance Operator**") who intends to carry out planned maintenance on any part of its Network, which may affect the Access

Seeker's Network or U MOBILE's Network, then the Maintenance Operator is required to:

- (a) provide a minimum of three (3) Business Days' notice of the planned maintenance;
- (b) use reasonable endeavours to minimise any disruption to the interconnect and access communications between U MOBILE and the Access Seeker; and
- (c) where reasonably practicable, and if agreed between U MOBILE and the Access Seeker, U MOBILE will provide an alternative route or carriage on terms to be agreed.

34.5 Emergency Maintenance

If the Maintenance Operator needs to undertake emergency maintenance on any part of its Network, which may affect the provision of 5G Services, then the Maintenance Operator will:

- (a) provide verbal notification, followed by written notice as soon as reasonably practicable after becoming aware of the need for emergency maintenance;
- (b) use reasonable endeavours to minimise any disruption to the carriage of communications between the Networks of U MOBILE and the Access Seeker; and
- (c) where reasonably practicable, and if agreed between U MOBILE and the Access Seeker, U MOBILE will provide an alternative route or carriage of the Access Seeker's communication on terms to be agreed.

34.6 Continuous Improvement

U MOBILE must use reasonable endeavours to implement continuous improvements in the provision of the 5G Services, including by:

- (a) improving the performance and the efficiency of the 5G Services during the term of an Access Agreement; and
- (b) introducing new products and services to the extent U MOBILE considers that such products and services can feasibly be added to its 5G RAN.

34.7 Trouble Ticketing and Escalation

- 34.7.1 Where either Party becomes aware of any fault affecting the 5G Services, that Party shall raise a Trouble Ticket with the other Party via the mutually agreed operational interface.
- 34.7.2 Each Party shall maintain a Trouble Ticket tracking system to log, update, and close such tickets. Trouble Tickets shall include a description of the fault, severity level, steps taken to rectify, and resolution time.
- 34.7.3 Any unresolved Trouble Ticket may be escalated through the designated escalation points of contact agreed by the Parties.

34.8 Technical Compliance

Subject to the technical obligations set out in **Section 31**, U MOBILE and the Access Seeker will adhere to the relevant guidelines and all applicable technical standards adopted or issued by the Commission from time to time.

34.9 Interference to the Network

Both U MOBILE and the Access Seeker shall take all necessary precautions against interference, and shall not knowingly do anything or permit any third party to do anything in relation to their respective Network and Equipment which will:

- (a) cause radio interference to the other Party's Network; and
- (b) materially obstruct, interrupt or impedes the continuous use or operation of the Network, Facilities, Services or Equipment of the other Party.

34.10 Disconnection of Equipment Causing Interference

Regardless of any other provision in this RAO or the Access Agreement, U MOBILE reserves the right to disconnect any Equipment that, in its reasonable view, causes or is likely to cause more than a trivial impact on, or interferes or may unlawfully interfere with, the operation of the U MOBILE 5G Access Network or the 5G Services it provides. Before exercising this right, to the extent possible U MOBILE will make reasonable efforts to engage with the Access Seeker to address the interference in a way that avoids unnecessary disruption to the Access Seeker's operations, Network, or Customers. Where prior consultation with the Access Seeker is not reasonably possible, U MOBILE may proceed with disconnection under this **Section 34** but will give the Access Seeker as much advance notice as the situation reasonably allows.

34.11 Notice of Interference and Rectification

If either U MOBILE or the Access Seeker (“**the Notifying Operator**”) notifies the other Party (“**the Recipient Operator**”) that the Recipient Operator’s Network, Facilities, Services or Equipment is causing interference to the Notifying Operator’s Network, Facilities, Services or Equipment, then the Recipient Operator shall upon receipt of such notice from the Notifying Operator, complete all rectification and repair works within a reasonable time frame so that the interference ceases UNLESS the Recipient Operator is unable to locate the source of the interference. In such case, the Recipient Operator shall notify the Notifying Operator of its inability to locate the source of the interference and both Parties shall within twenty-four (24) hours of such notice or any reasonable time frame, jointly meet and inspect each other’s Network, Facilities, Services or Equipment to locate the source of the interference, subject to the access requirements or conditions as may be determined by each Party.

34.12 Network Protection and Safety

The Parties agree that each of them is responsible for the safe operation of its side of the Network boundary, and shall take all reasonable steps to ensure that its side of the Network, its Network operations, and the implementation of the Access Agreement:

- (a) will not endanger the safety or health of any person, both its own Personnel and those of the other Party; and
- (b) will not cause physical or technical harm to the other Party’s Network, including causing damage, interfering with or causing deterioration in the operation of the other Party’s Network.

34.13 Quality of Service

34.13.1 Subject to technical capacity, the access provided by U MOBILE to the Access Seeker shall be at the quality of service level set out in **Schedule F.4 (Quality of Service Levels)** of this RAO.

34.13.2 U MOBILE will comply with any applicable mandatory standard on quality of service for 5G Services from the date that such mandatory standard on quality of service in relation to the 5G Services comes into effect. Until such date, U MOBILE shall provide access to the 5G Services for Access Seekers in accordance with service levels set out in this RAO.

Without limiting **Section 34.13.1**, U MOBILE must ensure that the 5G Services supplied by U MOBILE comply at all times with 3GPP standards.

34.14 Service Level Agreements

Service levels, including fault response and restoration targets, are outlined in **Schedules F.3 (Fault Rectification Response Times)** and **F.4 (Quality of Service Levels)** of this RAO.

34.15 Service Level Failures

34.15.1 If the Access Seeker identifies a potential Service Level Failure which has not been proactively notified by U MOBILE in accordance with the agreed service monitoring protocols, the Access Seeker may issue a written notice to U MOBILE highlighting the suspected issue. Such notice must be submitted within fourteen (14) days from the date the Service Level Failure occurs.

34.15.2 In the event the Access Seeker reasonably believes that there have been repeated or systemic failures by U MOBILE to meet the applicable service levels:

- (a) U MOBILE shall, subject to its internal assessment processes, consider undertaking a review of its performance, which may include a root cause analysis and evaluation of any patterns or underlying issues identified; and
- (b) where U MOBILE considers it appropriate to do so, U MOBILE may share with the Access Seeker a high-level summary of any remedial measures it intends (in its discretion) to adopt to mitigate recurrence, without obligation to disclose internal or commercially sensitive information.

34.15.3 If the Access Seeker is not satisfied with the outcome of any engagement under **Section 34.15.2**, it may refer the matter for resolution under **Schedule F.1 (Dispute Resolution Procedures)**.

35. **Business Continuity**

35.1 Business Continuity Preparedness

35.1.1 The Access Seeker shall be responsible for establishing and maintaining a robust business continuity plan, systems, and interconnection with the U MOBILE 5G Access Network. Such business continuity plan must address potential disruptions arising from

- operational failures, disasters (natural or otherwise), public health incidents, or other risk events.
- 35.1.2 The Access Seeker shall take all necessary measures to mitigate the impact of any disruption on the Services it provides to its own Customers via the U MOBILE 5G Access Network.
- 35.1.3 U MOBILE may, at its discretion, conduct business continuity and disaster recovery testing related to its U MOBILE 5G Access Network. Where relevant, U MOBILE may invite the Access Seeker to participate in such exercises solely on a voluntary basis, subject to terms determined by U MOBILE.
- 35.1.4 Nothing in this RAO shall be construed as requiring U MOBILE to disclose or grant access to its internal business continuity plan or related documentation. U MOBILE retains full discretion over the scope and implementation of its continuity measures.
- 35.1.5 U MOBILE shall have no liability whatsoever for any interruption or degradation of the 5G Services caused by, or arising from, the Access Seeker's failure to maintain an adequate business continuity plan or to respond effectively to any disruptive event.

36. Compliance with Security Obligations

36.1 Access Seeker's Compliance

- 36.1.1 The Access Seeker must strictly comply with all information security, Network access, and operational policies, standards, and procedures as notified by U MOBILE from time to time, including when accessing U MOBILE's Facilities, systems, or POI. Any actual or suspected breach of these requirements must be immediately reported to U MOBILE, with the Access Seeker fully cooperating in U MOBILE's investigations and remediation efforts.
- 36.1.2 The Access Seeker is solely responsible for proactively managing risks to its own Network, adopting measures aligned with ISO 27001 and Good Industry Practice, to safeguard data transmissions, prevent unauthorised access, manage vulnerabilities, and secure interconnection links between each Party's Networks. This includes ensuring effective Network segmentation and protection against internal and external threats. The Access Seeker must maintain, implement, and regularly update its cybersecurity, data protection, and Network security policies to reflect recognised industry standards.

36.2 Security Governance and Risk Register

- 36.2.1 The Access Seeker shall maintain an up-to-date cybersecurity risk register identifying material risks to its Network, categorising each risk by likelihood and impact, and detailing mitigation measures. This register must be actively maintained and reviewed, with particular focus on national security concerns and the availability and integrity of Networks connected to the U MOBILE Infrastructure. Mitigation actions must be promptly undertaken and kept current.
- 36.2.2 The Access Seeker must establish and operate a 24/7 security operations centre to monitor, detect, and respond to cybersecurity threats that could affect the U MOBILE 5G Access Network, Services, or compromise Confidential Information. The centre must meet minimum requirements set out by U MOBILE in the Operations Manual.

36.3 Annual Security Assessment and Reporting

- 36.3.1 Each Party shall, at its own cost, conduct an annual security assessment of its respective Networks and Facilities to evaluate compliance with this **Section 36**. U MOBILE may require that such audits be performed by qualified external auditors.
- 36.3.2 The Access Seeker must address identified risks within a commercially reasonable timeframe and promptly share the audit results with U MOBILE, acknowledging such results are U MOBILE's Confidential Information. The Access Seeker shall also provide all reasonable assistance requested by U MOBILE in connection with this assessment.
- 36.3.3 All reports, data, and information provided under this RAO must be accurate, complete, and comply with U MOBILE's specified quality standards and submission timelines as detailed in the Operations Manual. Where no timeline is specified, submission must occur as soon as reasonably practicable following U MOBILE's request.

Part D – General Terms and Conditions

37. Overview

This Part D contains the general terms and conditions that will be incorporated into an Access Agreement to be entered into between U MOBILE and the Access Seeker with respect to the 5G Services offered by U MOBILE. The provisions under this Part D are structured into the following categories:

- (a) **Supply and Usage of 5G Services – Sections 38 and 39;**
- (b) **Financial Terms – Sections 40 to 41;**
- (c) **Information and Rights Management – Sections 42 to 45;**
- (d) **Liability and Risk Management – Sections 46 to 48;**
- (e) **Termination and Exit Obligations – Sections 49 to 51; and**
- (f) **Miscellaneous Terms – Sections 52 to 66.**

Supply and Usage of 5G Services

38. Changes to 5G Services

38.1 Material Change to the technical details of a 5G Services

38.1.1 If at any time during the term of the Access Agreement, U MOBILE wishes to amend the technical details of an existing 5G Service in a manner that, in U MOBILE's reasonable opinion, constitutes a material change to the relevant subscribed 5G Service, U MOBILE must issue the Access Seeker with a notice outlining:

- (a) the proposed amendments to the technical details;
 - (b) when the proposed amendments are proposed to be introduced; or
 - (c) any proposed amendments to the pricing for the relevant 5G Service; and
 - (d) inviting the Access Seeker to provide any written feedback
- (the notice being a “**Change to Service Notice**”).

- 38.1.2 U MOBILE agrees to consider any written feedback provided by the Access Seeker in accordance with **Section 38.1.1(d)** in good faith.
- 38.1.3 The Access Seeker acknowledges and agrees that prior to making any changes to the technical details of a 5G Service effective, U MOBILE may first test those changes on a trial basis.
- 38.1.4 This **Section 38.1** does not apply to changes made to customised or bespoke 5G Services that are developed or delivered specifically for a particular Access Seeker and are not offered on a standardised basis to other Access Seekers. U MOBILE is also not required to issue a Change to Service Notice or conduct a consultation in respect of any technical change that, in its reasonable opinion, is not material.

38.2 Changes Required by Law

Notwithstanding anything to the contrary in this RAO, U MOBILE may change the 5G Services (including by adding or removing a 5G Service) at any time and only by providing as much notice as is practicable in the circumstances where the change is:

- (a) necessary to comply with any applicable Law or reasonably necessary or otherwise desirable to comply with or respond to a regulatory event;
- (b) in response to a direction or determination made by the Minister or issued by the Commission relating to the subject matter of this RAO;
- (c) if the CMA is amended in relation to the subject matter of this RAO; or
- (d) if a condition of U MOBILE's licence is amended or deleted or a new condition is imposed in relation to the subject matter of this RAO.

38.3 Removal of a 5G Service

- 38.3.1 Prior to removing a 5G Service, U MOBILE must issue a written notice to each Access Seeker that is actively subscribing to the relevant 5G Service and the Commission. The Removal of Service Notice must state:
- (a) the 5G Service that is proposed to be removed;
 - (b) when the 5G Service is proposed to be removed (such period to be no less than six (6) months); and
 - (c) the reason for the removal of the 5G Service,
- (the notice being a “**Removal of Service Notice**”).

- 38.3.2 Within thirty (30) days of receiving the Removal of Service Notice, the Access Seeker with active subscription to the affected 5G Service may issue U MOBILE with a notice requesting either:
- (a) the ongoing continuation of the 5G Service that is the subject of the Removal of Service Notice, in which case the Access Seeker must include in the notice:
 - i. an explanation as to why the 5G Service should continue; and
 - ii. an outline of the impact that discontinuing the 5G Service would have on the Access Seeker; or
 - (b) that the removal of the 5G Service that is the subject of the Removal of Service Notice is delayed for an additional period of time, in which case the Access Seeker must include in the notice:
 - i. the additional time requested by the Access Seeker prior to the removal of the relevant 5G Service; and
 - ii. an explanation as to why the removal of the 5G Service should be delayed, (such notice being the “**Removal of Service Notice Reply**”).
- 38.3.3 If the Access Seeker does not issue a Removal of Service Notice Reply in accordance with **Section 38.3.2(b)**, U MOBILE may proceed to remove the relevant 5G Service with the Commission's written consent and subject to any time delay or conditions which the Commission may specify (if any).
- 38.3.4 If the Access Seeker issues a Removal of Service Notice Reply in accordance with **Section 38.3.2(b)**, the representative of each Party must promptly meet to discuss in good faith the Removal of Service Notice Reply. As a part of these discussions, U MOBILE may invite any other Access Seekers who issued a similar notice to the Removal of Service Notice Reply to take part in the discussions.
- 38.3.5 At any time following the issuing of a Removal of Service Notice, U MOBILE may (at its absolute discretion):
- (a) amend the terms of the Removal of Service Notice (in which case U MOBILE must provide the Access Seeker with an additional thirty (30) days' notice of any such amendments); or
 - (b) rescind the Removal of Service Notice, provided any such rescission occurs no less than thirty (30) days prior to the proposed date for the removal of the relevant 5G Service in the Removal of Service Notice;
- 38.3.6 If, following the meeting of the Parties in accordance with **Section 38.3.4**, the Access Seeker continues to have concerns regarding the Removal of Service Notice, the Access

Seeker may escalate the issue to the Commission in accordance with the Dispute Resolution Procedures.

39. Access Seeker Use and Conduct

39.1 Use of 5G Services

39.1.1 The Access Seeker shall not, and shall ensure that no third party or Customer:

- (a) engages in any activity that disrupts, degrades, or harms the U MOBILE 5G Access Network or any related infrastructure operated by U MOBILE or its service providers; or
- (b) connects, or facilitates the connection of, any equipment to the U MOBILE 5G Access Network without U MOBILE's prior written approval, unless expressly permitted under this RAO.

39.1.2 The Access Seeker must ensure that the use of 5G Services by itself, its Customers, and any third party complies with:

- (a) all applicable Laws, including those relating to data privacy, intellectual property rights, and content regulation;
- (b) contractual obligations imposed by U MOBILE; and
- (c) industry best practices for fair and responsible Network usage.

39.1.3 The Access Seeker is expected to adopt and maintain a fair use or acceptable use policy to support responsible and lawful Customer use of the 5G Services. Such policy, if adopted, should be transparent, aligned with recognised industry standards and reasonably enforceable.

39.1.4 The Access Seeker shall ensure that its Customer agreements include prohibitions equivalent to those set out in **Section 39.1.1**. The Access Seeker remains responsible for monitoring compliance and must take appropriate corrective measures, including the suspension or termination of services, in the event of any violation.

39.1.5 U MOBILE shall supply the 5G Services to the Access Seeker for incorporation into the Access Seeker's own service offerings. The Access Seeker is solely responsible for the manner in which it integrates, markets, and delivers the 5G Services to its Customers, including ensuring compliance with all applicable Laws and contractual obligations.

39.2 Support and Conduct Obligations

39.2.1 The Access Seeker shall:

- (a) cooperate fully and provide all reasonable assistance as requested by U MOBILE or its authorised service providers in relation to the delivery, activation, maintenance, and support of the 5G Services;
- (b) participate in any training sessions, briefings, or onboarding activities as may be reasonably required by U MOBILE from time to time to ensure effective utilisation of the 5G Services;
- (c) ensure that its use of the 5G Services does not interfere with, disrupt, or otherwise adversely affect U MOBILE's Network, other Access Seekers, or third parties utilising related infrastructure; and
- (d) promptly notify U MOBILE of any known or suspected incidents of misuse, security breaches, or service abuse by its Customers that may compromise the integrity, security, or availability of the 5G Services.

39.2.2 The Access Seeker shall comply with all reasonable operational procedures, technical specifications, and service standards as may be prescribed by U MOBILE from time to time, to ensure the secure, efficient, and reliable delivery of the 5G Services.

Financial Terms

40. Billing Provisions

40.1 Charges

40.1.1 The Access Seeker shall pay U MOBILE the Charges for the 5G Services and any other fees and expenses payable by the Access Seeker to U MOBILE under this RAO or the Access Agreement.

40.1.2 U MOBILE may, from time to time, review and revise the Charges for the 5G Services. Any such revision may result in a change in the Charges, taking into account relevant factors including but not limited to, market conditions, regulatory requirements, cost changes, and service enhancements. Revised Charges shall take effect from the date specified by U MOBILE and shall apply to all existing and future subscriptions for the relevant 5G Services, unless otherwise agreed in writing between the Parties.

- 40.1.3 U MOBILE may charge the Access Seeker a one-off fee, to be determined by the reference to the costs incurred by U MOBILE, for allocation of manpower and other resources to enable U MOBILE to test and fulfil an Access Request for new 5G Services or to conduct Service Qualification, provided that such one-off fee is reasonably justified by U MOBILE, to the Access Seeker.
- 40.1.4 If U MOBILE incurs additional costs outside those envisaged by the Parties in the Access Agreement, then the Access Seeker shall pay such additional costs to U MOBILE, in accordance with the terms set out in this **Section 40**.
- 40.1.5 U MOBILE must use its best endeavours to issue Invoice(s) to the Access Seeker in writing and/or in electronic form, within one (1) month of the end of the Billing Period. The Invoices shall be for all amounts due to U MOBILE in respect of the supply of the 5G Services during such Billing Period, including such amounts as referred to in **Section 40.1.4**, less any outstanding amount in relation to a dispute payable by U MOBILE to the Access Seeker under the Access Agreement.
- 40.1.6 The billing cycle for the 5G Services will be monthly in arrears, except where a different billing cycle is agreed with the Access Seeker in an Access Agreement.
- 40.1.7 In the event U MOBILE is unable for any reason to issue an Invoice, U MOBILE may issue a provisional Invoice in accordance with **Section 40.9**.
- 40.1.8 U MOBILE 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.
- 40.1.9 An Access Seeker must provide to U MOBILE information within its possession that is reasonably necessary to allow U MOBILE to provide accurate and timely billing services to the Access Seeker.
- 40.1.10 The Charges stated in the Invoices are exclusive of any applicable Taxes. The Access Seeker shall bear full responsibility for any Taxes imposed in connection with the provision of 5G Services and U MOBILE is entitled to levy and recover such Taxes as permitted by Law and shall remit them to the relevant authorities accordingly.

40.2 Billing Error

- 40.2.1 If an Access Seeker discovers an error in an Invoice, it must promptly notify U MOBILE within fifteen (15) Business Days from the date of receipt of the Invoice.
- 40.2.2 The Access Seeker shall provide supporting materials, including anonymised usage data and any other relevant records, to facilitate the review of the alleged error.
- 40.2.3 U MOBILE must then make necessary adjustments to correct that error within one (1) month of notification or inform the Access Seeker, with reasonable justification, that no

error has been found, in which case the Access Seeker may initiate the dispute resolution process under **Schedule F.1 (Dispute Resolution Procedures)**.

40.3 Time for Payment

40.3.1 The Access Seeker shall make full payment of all Invoices (including any provisional Invoice) issued to it by U MOBILE within the Due Date. The payments shall be made by way of electronic fund transfer directly to an account nominated by U MOBILE.

40.3.2 U MOBILE shall allow the Access Seeker to withhold payment of any amount reasonably disputed in good faith by the Access Seeker if:

- (a) the Access Seeker notifies U MOBILE within fifteen (15) Business Days from the date of receipt of the Invoice of such dispute (or such other period of time agreed by U MOBILE and the Access Seeker in the Access Agreement); and
- (b) the Access Seeker's billing dispute notification specifies the information referred to in **Section 40.4.1**.

40.3.3 The Access Seeker shall not withhold payment in respect of any amounts relating to matters that have been agreed, signed-off or otherwise accepted during the pre-onboarding or verification stage. Any dispute arising from such agreed matters shall not entitle the Access Seeker to withhold payment under **Section 40.3.2**, and the Access Seeker shall make full payment of such amounts by the Due Date specified in **Section 40.3.1**. Any such dispute must instead be addressed through the dispute resolution process in **Paragraphs 2 to 5 of Schedule F.1 (Dispute Resolution Procedures)**.

40.3.4 Should an Access Seeker dispute a portion of an Invoice in good faith pursuant to **Section 40.3.2**, the Access Seeker remains obligated to pay all undisputed amounts of such Invoice by the Due Date, without delay or set-off.

40.4 Billing Dispute Notification

40.4.1 If the Access Seeker disputes any of the Invoices (within the time period specified in **Section 40.5.1**), the Access Seeker shall provide sufficient and complete information to U MOBILE relating to such dispute including:

- (a) the nature of the dispute, supported with necessary documents;
- (b) the amount disputed;

- (c) details of the Invoice stating the Access Seeker's account number with U MOBILE, the invoice reference number, the invoice date, the invoice amount and the billing verification information;
- (d) evidence in the form of the Access Seeker's traffic report, indicating the relevant traffic data which is in dispute; and
- (e) such other information as the Access Seeker deems necessary to facilitate the expeditious resolution of the dispute.

40.4.2 An Invoice may be disputed by the Access Seeker if the Access Seeker has reasonable grounds to believe that an error has arisen from one of the following circumstances:

- (a) U MOBILE's billing system is, or has been, defective or inaccurate in respect of the recording of the usage capacity which are the subject of the Billing Dispute;
- (b) there is, or has been, a discrepancy between the invoice in dispute and the records generated by the access seeker's billing system; or
- (c) U MOBILE has made some other error in respect of the recording of the usage capacity or calculation of the Charges which are the subject of the Billing Dispute.

40.4.3 If the Billing Dispute is resolved against the invoiced Access Seeker, that invoiced Access Seeker shall be required to pay interest at the rate specified in **Section 40.5.3** on the amount payable from the Due Date of the disputed Invoice until the date of full payment.

40.5 Billing Disputes

40.5.1 If the Access Seeker intends to dispute an Invoice (other than in respect of amounts covered by **Section 40.3.3**), the Access Seeker must notify U MOBILE within fifteen (15) days of receipt of the disputed Invoice from U MOBILE.

40.5.2 If the Access Seeker does not dispute the Invoice within the above specified timelines, then the Access Seeker shall be deemed to have accepted the Invoice and shall pay the disputed amount to U MOBILE within the prescribed timeline for Invoices stated under **Section 40.5.1** without any deductions or set-off.

40.5.3 For administrative efficiency, no Billing Dispute may be raised by the Access Seeker unless the amount disputed exceeds two percent (2%) of the total value of the Invoice, exclusive of any applicable Taxes. Variances below this threshold shall not be subject to dispute and shall be paid in full in accordance with the timeline set out in **Section 40.3.1**.

40.6 Billing Dispute Resolution

The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Section 40**. If the Parties are unable to resolve a Billing Dispute, then such Billing Dispute will be resolved in accordance with the Dispute Resolution Procedure set out in **Schedule F.1 (Dispute Resolution Procedures)** of this RAO and as agreed by the Parties in the Access Agreement.

40.7 Late Payment Interest

- 40.7.1 U MOBILE shall be entitled to charge the Access Seeker late payment interest on all amounts outstanding with respect to any overdue Invoice, except for any amount in an Invoice being disputed by an Access Seeker in good faith in accordance to **Section 40.5**, 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 full payment.
- 40.7.2 Should any Invoice remain unpaid for sixty (60) days or more beyond its Due Date, interest will accrue on the outstanding amount. This interest will be calculated daily from the Due Date at a rate of three percent (3%) per annum above Malayan Banking Berhad's base rate, until full payment is received.
- 40.7.3 No interest will be charged on amounts disputed in good faith by an Access Seeker in accordance with **Section 40.5**, provided that the Access Seeker's right to withhold payment under **Section 40.3.2** has not been excluded by **Section 40.3.3**.

40.8 Back Billing

If U MOBILE discovers that there are any errors or omissions, or miscalculations in an Invoice ("**the affected Invoice**"), U MOBILE shall include the difference between the revised value (taking into account the errors, omissions and miscalculations) and the value of the affected Invoice (with such errors, omissions and miscalculations), and such difference shall be included into a later Invoice. This differential amount shall be identified in sufficient detail to enable the Access Seeker to undertake a reconciliation of the Invoices and payments made, PROVIDED THAT the amendment is made within three (3) months from the end of the Billing Period to which the affected Invoice relates.

40.9 Provisional Billing

- 40.9.1 If U MOBILE is unable to submit an Invoice for actual Charges for any 5G Services supplied in a Billing Period, then U MOBILE may issue to the Access Seeker an Invoice for a provisional amount (“**Provisional Amount**”) based on the last Invoice, provided that the amount of the Provisional Amount is no more than the average of the most recent three (3) Invoices. Where there have not been three (3) past Invoices for access to the 5G Services, U MOBILE may issue a provisional Invoice up to the full value of the amount based on the most recent Invoice. The Access Seeker shall pay the Provisional Amount by the Due Date. The Provisional Amount will be adjusted in the next Invoice or as soon as practicable but not later than sixty (60) days after the month in which the Charges were incurred (“**Adjustment Period**”). If an adjustment is not made within the Adjustment Period, the Access Seeker shall treat the Provisional Amount as the actual Invoice.
- 40.9.2 If the actual amount for a particular Billing Period is higher than the Provisional Amount for the same Billing Period, then the Access Seeker will pay in full such difference (free of interest) within thirty (30) days from the receipt of the Invoice to U MOBILE.
- 40.9.3 If the actual amount for a particular Billing Period is lower than the Provisional Amount for the same Billing Period, U MOBILE will reimburse the Access Seeker in full such difference (free of interest) within sixty (60) days from the receipt of the Invoice by the Access Seeker.

40.10 No Set-Off

Unless otherwise agreed by U MOBILE and Access Seeker in an Access Agreement, U MOBILE may not set-off Invoices except:

- (a) where the Access Seeker is in liquidation; or
- (b) at least three (3) Invoices have been issued, and such Invoices have not been paid (excluding disputed amounts).

40.11 Currency

Unless otherwise agreed by U MOBILE and Access Seeker in an Access Agreement, U MOBILE shall state all Invoices in Ringgit Malaysia and payment shall be made by the Access Seeker in Ringgit Malaysia.

41. Disclosure Obligations

41.1 Insurance

41.1.1 The Access Seeker must take out and maintain the following insurances with a reputable insurer in Malaysia prior to the Commencement Date, and will deliver to U MOBILE evidence satisfactory of the currency of the policies of insurance:

- (a) **Comprehensive General Liability Insurance** in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00), for any one claim or series of claims in respect of any liability for bodily injury (including death) of any person, personal injury, or property damage arising out of or in connection with the performance of the Access Agreement that may be entered into. The insurance policy must contain a “cross liabilities” clause so that each of the insured parties will be considered as a separate and distinct unit and the term “Insured” in the policy will apply to each party as if a separate policy had been issued to each of the parties in its name alone; and
- (b) **Workers’ Compensation Insurance or Social Security Insurance**, employer’s liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the Access Agreement that may be entered into.

41.1.2 The Access Seeker must affect the insurance required under **Section 41.1.1** prior to the Commencement Date and must maintain such insurance until the expiry or termination of the Access Agreement.

41.1.3 The Access Seeker must notify U MOBILE in writing of any claim and any event associated with the Access Agreement which is likely to give rise to a claim against the insurance effected by the Access Seeker, within five (5) days after the Access Seeker becomes aware of such claim or event and provide such further information to U MOBILE in relation to the claim or event as U MOBILE may reasonably require.

41.2 Financial Security Requirements

41.2.1 U MOBILE shall not impose any Financial Security requirements on an Access Seeker unless U MOBILE determines, acting reasonably, that the Access Seeker presents a credit

risk and that imposing the Financial Security requirement will materially reduce or remove that risk.

41.2.2 U MOBILE shall ensure that the type and amount of such Financial Security to be imposed on an Access Seeker for the applicable 5G Services is only imposed in accordance with U MOBILE's Security Policy and commensurate with:

- (a) a commercially reasonable estimate of the Charges under the Access Agreement that will be incurred by the Access Seeker for the applicable 5G Services which for this purpose shall be calculated as the value of six (6) months recurring Charges of the applicable 5G Services and such Financial Security shall remain valid and effective for the Minimum Service Term of the applicable 5G Services;
- (b) the creditworthiness of the Access Seeker (including prior record of payment by the Access Seeker); and
- (c) security previously reasonably required by U MOBILE under similar circumstances.

41.2.3 Within thirty (30) days of the execution of the Access Agreement or before the activation of the requested 5G Services, whichever is earlier, the Access Seeker shall provide to U MOBILE a Financial Security, in the form and terms of a bank guarantee acceptable to U MOBILE from a bank in Malaysia, a security deposit, or any other security instruments requested by U MOBILE, for an amount as calculated in **Section 41.2.2(a)**.

41.2.4 U MOBILE must not impose a Financial Security requirement on the Access Seeker which exceeds a commercially reasonable estimate of the Charges that will be incurred by the Access Seeker for the 5G Services, which is designed to, or has the effect of, denying or delaying the Access Seeker's access to 5G Services.

41.2.5 U MOBILE shall only vary the amount and type of Financial Security requirements imposed on an Access Seeker:

- (a) a maximum of once in any twelve (12) month period;
- (b) if there is a material increase in the credit risk to the Access Seeker due to changes in either or both of the circumstances under **Sections 41.2.2(a) and (b)**; and
- (c) if the Access Seeker determines, acting reasonably, that the variation will materially reduce or remove the increased credit risk.

If the amounts contained in Invoices are disputed in good faith, this will not constitute a material increase in the credit risk to the Access Seeker for the purposes of sub-Section (b) above.

- 41.2.6 For the purposes of **Section 41.2.5**, U MOBILE may only request additional or substitute Financial Security from the Access Seeker if the Access Seeker was making a new Access Request. For the avoidance of any doubt, any additional Financial Security request will only be from U MOBILE to Access Seeker.
- 41.2.7 If U MOBILE amends the Financial Security in accordance with **Section 41.2.5**, then unless otherwise agreed by the Parties in writing:
- (a) the amended Financial Security must not exceed an amount equivalent to the average of the three (3) most recent Invoices; and
 - (b) the Access Seeker must provide that amended Financial Security within thirty (30) Business Days of receiving written notice under **Section 41.2.6**.
- 41.2.8 It shall be a condition precedent to the activation of the requested 5G Services that the Access Seeker has provided the appropriate Financial Security to U MOBILE according to this RAO or the Access Agreement.
- 41.3 Creditworthiness
- 41.3.1 If U MOBILE reasonably believes that the Access Seeker may not be able to meet any liabilities that may arise under this RAO or the Access Agreement (including the obligation to pay the Charges), U MOBILE may request that the Access Seeker provide to U MOBILE any creditworthiness information reasonably requested by U MOBILE.
- 41.3.2 If U MOBILE makes a request for creditworthiness information in accordance with this **Section 41.3**, the Access Seeker agrees to promptly provide the creditworthiness information requested by U MOBILE, and warrants that any creditworthiness information provided to U MOBILE is accurate and complete as at the date it is provided to U MOBILE.

Information and Rights Management

42. Confidentiality

42.1 Confidentiality Obligations

- 42.1.1 Except as otherwise expressly provided in the Access Agreement, each Party must treat all Confidential Information received or obtained from the other Party in connection with this RAO or the Access Agreement as strictly confidential and must not use or disclose such Confidential Information except as expressly permitted in this RAO or with the prior written consent of the disclosing Party.
- 42.1.2 Subject to **Sections 42.1.3** and **42.1.6**, a Party may use the other Party's Confidential Information solely for the purpose of exercising its rights or performing its obligations under this RAO or an Access Agreement.
- 42.1.3 A Party may disclose the other Party's Confidential Information only to the following, and only on a need-to-know and confidential basis:
- (a) its Personnel;
 - (b) its professional advisers, insurers, auditors, or agents (if applicable);
 - (c) Government Agencies;
 - (d) as required by applicable Laws, court order, or regulatory requirement; and
 - (e) any other person with the disclosing Party's prior written consent,
 - (f) provided that such persons are bound by obligations of confidentiality no less stringent than those set out in this **Section 42.1**.
- 42.1.4 Each Party must take reasonable steps (not less than those it takes to protect its own confidential information) to maintain the confidentiality of the other Party's Confidential Information and to prevent any unauthorised use or disclosure.
- 42.1.5 The obligations in this **Section 42.1** do not apply to the extent that the Confidential Information:
- (a) is in the public domain other than through a breach of this RAO;
 - (b) was lawfully known to the receiving Party before disclosure;
 - (c) is lawfully disclosed to the receiving Party by a third party without restriction and without breach of any obligation of confidentiality;

- (d) is independently developed by the receiving Party without use of or reference to the Confidential Information; or
 - (e) is required to be disclosed by Laws, a court of competent jurisdiction, or a Governmental Agency, provided the receiving Party gives prompt notice to the disclosing Party (to the extent legally permissible) and reasonably cooperates with the disclosing Party to seek protective measures.
- 42.1.6 U MOBILE may access, use or disclose the Access Seeker’s Confidential Information on a strictly need-to-know basis and subject to confidentiality obligations equivalent to those under this RAO, only for the following purposes:
- (a) to operate, maintain, plan, test, or enhance the U MOBILE 5G Access Network or any related services;
 - (b) to fulfil its obligations or exercise its rights under this RAO or the Access Agreement;
 - (c) to comply with applicable Laws, regulations, or any lawful requirement of a Government Agency or regulatory authority;
 - (d) to issue Invoices, carry out billing activities, or perform financial reconciliation;
 - (e) to support service development, deployment, or customer support functions, provided such use does not involve any personally identifiable Customer data;
 - (f) to assess service performance and user trends using anonymised or aggregated data; or
 - (g) to share such information with its Personnel, contractors, or professional advisors solely for the above purposes, subject always to equivalent confidentiality safeguards.
- 42.1.7 Upon written request by the disclosing Party, or upon expiry or termination of the Access Agreement, the receiving Party must promptly return or securely destroy all Confidential Information in its possession or control and certify such destruction in writing (if requested), except where retention is required by Law or for legitimate internal record-keeping.
- 42.1.8 The obligations in this **Section 42** survive the expiry or termination of this RAO and the Access Agreement.

43. Data Security, Retention and Deletion

43.1 Data Security

43.1.1 The Access Seeker shall:

- (a) comply with all applicable data protection Laws, including the Personal Data Protection Act 2010, and with any other privacy or data security obligations reasonably required by U MOBILE;
- (b) take all necessary technical and organisational measures to safeguard any personal data or U MOBILE's data accessed or received in connection with the Access Agreement, including protection against unauthorised or unlawful processing, accidental loss, destruction, or damage;
- (c) adopt security standards and procedures that are no less stringent than accepted industry practices, and ensure the confidentiality, integrity, and availability of any personal data shared by U MOBILE, including through use of secure transmission protocols, access controls, and encryption where applicable; and
- (d) comply with U MOBILE's information security and access policies, as may be notified from time to time, in relation to any shared systems, platforms, or services provided under the Access Agreement.

43.1.2 If the Access Seeker becomes aware of any:

- (a) actual or suspected breach of security standards that may lead to unauthorised access to personal data provided by U MOBILE under this RAO or the Access Agreement, or to U MOBILE's systems or interfaces containing such personal data;
- (b) any cybersecurity or data-related incident that significantly impacts, or could reasonably be expected to impact, U MOBILE's operations, finances, reputation, or regulatory obligations; or
- (c) cyber incident, including attempted or actual unauthorised access to U MOBILE's systems or data;

the Access Seeker shall:

- (d) immediately notify U MOBILE in writing (and in any event within six (6) hours of becoming aware of the incident);
- (e) provide all information and cooperation reasonably required by U MOBILE to comply with its own reporting obligations to customers or authorities;

- (f) mitigate the effects of the incident and take remedial actions in coordination with U MOBILE; and
- (g) comply with U MOBILE's directions relating to the investigation, containment, and remediation of the incident.

43.1.3 The Access Seeker shall maintain appropriate insurance coverage for cybersecurity risks and liability for data breaches.

43.1.4 The obligations under this **Section 43** shall survive the termination or expiry of this RAO and the Access Agreement for as long as the Access Seeker retains any Customer Information.

43.1.5 The Access Seeker shall indemnify U MOBILE, its Affiliates, and their respective Personnel against any losses, liabilities, damages, or claims arising from any breach by the Access Seeker of its data security and data protection obligations under this RAO, the Access Agreement, or applicable Laws.

43.2 Data Retention and Deletion

43.2.1 U MOBILE shall not retain any Customer Information of the Access Seeker, beyond the retention period strictly necessary for the purpose of fulfilling its obligations under this RAO or under applicable Laws.

43.2.2 Upon expiration or termination of the Access Agreement, U MOBILE shall:

- (a) return or securely destroy all Customer Information belonging to the Access Seeker in its possession, custody, or control, within sixty (60) days unless otherwise required by applicable Law; and
- (b) upon request by the Access Seeker, provide written confirmation to the Access Seeker that such data destruction or return has been completed.

43.2.3 Notwithstanding the above, U MOBILE may retain copies of such data strictly to the extent necessary for the following purposes:

- (a) compliance with statutory retention obligations;
- (b) the resolution of actual or reasonably anticipated disputes or legal proceedings; or
- (c) to meet the requirements of U MOBILE's internal data retention policy, external audits or oversight by any regulatory authorities,

provided always that such data shall be subject to ongoing confidentiality and data protection obligations.

43.2.4 Where practicable, U MOBILE shall ensure that any retained data is anonymised or de-identified, and is not used for any purpose inconsistent with the original purpose of collection or in a manner that may prejudice the Access Seeker.

43.3 Access Seeker Data

43.3.1 The Access Seeker shall provide U MOBILE with all data, information, and materials necessary for U MOBILE to supply and deliver the 5G Services and fulfil its obligations under this RAO and the Access Agreement (“**Access Seeker Data**”).

43.3.2 U MOBILE shall provide the Access Seeker with only such data strictly necessary for the Access Seeker to access the 5G Services and perform its obligations under this RAO and the Access Agreement (“**U MOBILE Data**”).

43.3.3 Each Party represents and warrants, in respect of any Access Seeker Data or U MOBILE Data it discloses to the other Party, that:

- (a) such data does not infringe any Intellectual Property Rights or proprietary rights of third parties;
- (b) all disclosures are made with the necessary legal basis, including valid consents or authorisations, in compliance with applicable data protection laws;
- (c) the receiving Party is permitted to use the data as contemplated under this RAO and the Access Agreement;
- (d) the information shared is, to the best of its knowledge, complete, accurate, and not misleading at the time of disclosure; and
- (e) it will take reasonable steps to update or correct any data previously provided if it becomes inaccurate or outdated.

The Access Seeker acknowledges that the performance and reliability of the 5G Services depend on the completeness and accuracy of the Access Seeker Data it provides. U MOBILE shall not be liable for any delay, error, or loss resulting from the Access Seeker’s failure to provide timely, accurate, or complete Access Seeker Data.

43.3.4 Subject to applicable Laws:

- (a) U MOBILE grants the Access Seeker and its Affiliates a limited, non-exclusive, non-transferable, royalty-free licence to use the U MOBILE Data solely for the purpose of receiving the 5G Services and fulfilling their obligations under this RAO and Access Agreement; and
- (b) the Access Seeker grants U MOBILE and its Affiliates a perpetual, non-exclusive, irrevocable, transferable, royalty-free licence (with rights to sub-license) to use

the Access Seeker Data for the purpose of providing the 5G Services to the Access Seeker and others, performing its obligations under this RAO and Access Agreement, enhancing service quality, and for any lawful or authorised use permitted by the Access Seeker.

44. Intellectual Property Rights

44.1 Ownership

44.1.1 Nothing in the Access Agreement shall operate to transfer or assign ownership of any Intellectual Property Rights. All Intellectual Property Rights in any software, systems, documentation, data or other works contributed or supplied by a Party for the purposes of the Access Agreement shall remain vested in that Party (or its licensors), subject at all times to any relevant third-party licences.

44.1.2 Except as otherwise expressly provided in the Access Agreement, all Intellectual Property Rights, including trade secrets if any, shall remain in the ownership of the person creating or commissioning the same and nothing in the Access Agreement shall confer or be deemed to confer on either Party any rights or licences in the Intellectual Property Rights of the other Party or of any third party.

44.2 Licensing from U MOBILE

44.2.1 U MOBILE grants to the Access Seeker, for the duration of the Access Agreement and subject to compliance with the Access Agreement, a limited, non-exclusive, revocable, royalty-free and non-assignable licence to use such Intellectual Property Rights of U MOBILE solely to the extent necessary for the Access Seeker to:

- (a) connect its Network and Equipment to U MOBILE's Network;
- (b) interoperate with U MOBILE's Network in accordance with the Access Agreement; and
- (c) receive and use the Services in accordance with the Access Agreement.

44.2.2 The licence in **Section 44.2.1** does not confer any right to copy, adapt, commercialise or otherwise exploit U MOBILE's Intellectual Property Rights except to the extent strictly required to give effect to the Access Agreement.

44.3 Licensing from Access Seeker

The Access Seeker grants to U MOBILE and its Affiliates an irrevocable, royalty-free, non-exclusive, worldwide licence, for the Term, to use, reproduce, adapt and communicate any Intellectual Property Rights contributed or supplied by the Access Seeker to the extent reasonably required for U MOBILE to:

- (a) perform its obligations and exercise its rights under the Access Agreement; and
- (b) provide, support and maintain the 5G Services.

44.4 Third-Party Rights

Where either Party relies on third-party Intellectual Property Rights in fulfilling its obligations under the Access Agreement, that Party shall ensure it holds or procures the necessary licences to permit the other Party's authorised use.

44.5 Trademarks

Without prejudice to **Section 44.2.1**, neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

44.6 Joint Developments

The Parties will negotiate arrangements (including in respect of title) concerning Intellectual Property Rights jointly developed in the course of the performance of the Access Agreement or otherwise in connection with the Access Agreement.

44.7 Infringement Claim

44.7.1 If either Party becomes aware of any actual or potential claim that the provision, use, or receipt of any part of the 5G Services infringes a third party's Intellectual Property Rights ("**Infringement Claim**"), it shall promptly notify the other Party in writing.

44.7.2 If the Infringement Claim is made against U MOBILE, or U MOBILE reasonably determines that a credible threat of such a claim exists:

- (a) U MOBILE shall have the exclusive right to handle the defence of the claim and any related negotiations or legal proceedings, at its own cost;

- (b) the Access Seeker shall provide all reasonable cooperation and assistance requested by U MOBILE; and
- (c) U MOBILE shall not settle or admit liability on behalf of the Access Seeker without obtaining its prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

44.7.3 Without prejudice to **Section 44.7.2**, U MOBILE may, at its sole discretion and cost:

- (a) modify or replace the affected portion of the 5G Services to address or avoid the infringement, provided that such changes do not materially reduce the overall functionality or performance of the affected 5G Services; or
- (b) obtain a licence that permits continued use of the affected 5G Services by the Access Seeker without breaching third-party rights.

44.7.4 For the purpose of implementing any modifications or substitutions under **Section 44.7.3(a)**, U MOBILE may temporarily suspend the affected 5G Services, provided that:

- (a) such suspension is strictly limited to what is necessary to implement the changes; and
- (b) U MOBILE uses reasonable efforts to minimise the scope and duration of the suspension.

44.7.5 If the Infringement Claim is made against the Access Seeker:

- (a) the Access Seeker shall have the exclusive right to control the defence of the claim and any related negotiations or legal proceedings, at its own cost;
- (b) U MOBILE shall provide all reasonable cooperation and assistance requested by the Access Seeker; and
- (c) the Access Seeker shall not settle or admit liability on behalf of U MOBILE without U MOBILE's prior written consent (not to be unreasonably withheld or delayed).

44.7.6 For the avoidance of doubt, nothing in this **Section 44.7** shall impose any obligation on U MOBILE to bear costs, losses or liabilities beyond the limits set out in **Section 47**. Financial responsibility for Infringement Claims shall be determined exclusively in accordance with **Section 48**.

45. Reporting Obligations

45.1 Reporting to the Commission

45.1.1 U MOBILE will report to the Commission information and details relating to the 5G Services which may be requested by the Commission.

45.1.2 The Access Seeker acknowledges that U MOBILE has independent obligations to report on its 5G Access Network and 5G Services to regulatory authorities. Accordingly, the Access Seeker shall fully cooperate and promptly provide any data, documents, or information reasonably requested by U MOBILE to support its compliance with such regulatory requirements. This does not prevent the Access Seeker from submitting information directly to regulators if legally required.

45.2 Reporting Between the Parties

45.2.1 Both Parties shall exchange reports as outlined in the relevant Operations Manual, following the prescribed formats, timelines, and processes. In addition to standard reporting, the Access Seeker must furnish any further information or data reasonably requested by U MOBILE for the purpose of service planning, Network operations, performance monitoring, or any other purpose U MOBILE deems necessary to ensure the effective provision and management of the 5G Services.

45.2.2 All reports and information provided under this **Section 45** must meet the standards of accuracy, completeness, and quality as set out in the Operations Manual, and must be submitted within the specified timeframes or, where no timeframe is stated, as soon as reasonably practicable following U MOBILE's request.

46. Representations and Warranties

46.1 Mutual Representations and Warranties

Each Party represents and warrants to the other that:

- (a) it has the full legal capacity, power, and authority to enter into and perform its obligations under the Access Agreement;
- (b) the Access Agreement will be duly executed by its authorised representative(s) and constitutes binding obligations upon execution;

- (c) entering into and fulfilling the Access Agreement does not breach any agreement, obligation, or restriction binding upon that Party;
- (d) the Access Agreement, when duly signed, is valid, enforceable, and legally binding in accordance with its terms; and
- (e) it shall comply with all applicable Laws and regulations in performing its obligations under the Access Agreement.

46.2 Access Seeker's Specific Warranties

The Access Seeker further warrants and represents to U MOBILE that:

- (a) it holds, and will continue to maintain throughout the duration of the Access Agreement, all licences, approvals, authorisations, and consents required under applicable Laws;
- (b) it operates as a licensed Network facilities, Services, or applications service provider;
- (c) it offers the 5G services to its Customers in compliance with applicable Laws;
- (d) there are no ongoing or pending legal proceedings, claims, or investigations against the Access Seeker (or its affiliates) that would materially impact its ability to perform its obligations under this RAO and the Access Agreement; and
- (e) it is not subject to any insolvency proceedings, winding up orders, or analogous events which would impair its capacity to meet its contractual obligations.

46.3 U MOBILE's Specific Warranties

U MOBILE warrants and represents to the Access Seeker that:

- (a) it holds, and will maintain for the duration of the Access Agreement, all licences, authorisations, consents, and approvals necessary under applicable Laws to provide the 5G Services in Malaysia; and
- (b) it is not subject to any insolvency proceedings, winding up orders, or analogous events that would affect its ability to perform its obligations under this RAO and the Access Agreement.

46.4 Access Seeker's Responsibility for Third Party Claims

The Access Seeker warrants and undertakes that:

- (a) it is solely responsible for all services, products, and offerings provided to its own Customers using the 5G Services supplied by U MOBILE, including compliance with all relevant laws, regulations, and industry codes of practice; and
- (b) any claims, disputes, or complaints brought by the Access Seeker's Customers, or downstream partners (including consumer protection claims, billing disputes, service quality complaints, and data privacy violations) shall be managed and resolved by the Access Seeker at its own cost and risk.

Liability and Risk Management

47. Liability

47.1 General Representations, Acknowledgement and Limitations of Liability

47.1.1 Unless expressly provided in this RAO or the Access Agreement, neither Party makes any warranties, representations, or guarantees (whether express or implied, statutory or otherwise) regarding the condition, quality, suitability, performance, or fitness for purpose of the 5G Services, except as required by Law.

47.1.2 The Access Seeker acknowledges that, except as required under the MSA or MSQoS, U MOBILE provides the 5G Services on an "as is" and "as available" basis, and provides no warranties, whether express or implied:

- (a) that the 5G Services are dependent on industry-standard technologies, third-party systems, and network conditions; and
- (b) with regard to any failure, delay or degradation of the 5G Services arising from factors beyond its reasonable control, including third-party acts or omissions, equipment failure, or malicious acts.

47.1.3 Subject to **Section 47.5** and to the extent permitted by the Law:

- (a) U MOBILE's aggregate liability to the Access Seeker under or in connection with this RAO, the Access Agreement or the provision of the 5G Services (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the liability cap specified in the Access Agreement;

- (b) in no event shall U MOBILE's liability for any single claim exceed the per-incident limit specified in the Access Agreement; and
- (c) the Access Seeker's aggregate liability (including indemnities payable under **Section 48**, Charges and damages payable to U MOBILE) shall not be subject to any cap unless otherwise expressly agreed in the Access Agreement.

47.2 Service Level Failure Remedy

To the fullest extent allowed by the Law:

- (a) the Access Seeker's sole and exclusive remedy for Service Level Failure shall be service credits, as specified in the Access Agreement;
- (b) service credits shall not exceed the service credit cap defined in the Access Agreement;
- (c) payment of service credits shall be in full and final settlement of any liability arising from the Service Level Failure, and shall not reduce or affect the Access Seeker's liability to U MOBILE under this RAO or the Access Agreement; and
- (d) the Parties agree that the service credits constitute liquidated damages and a genuine pre-estimate of the likely loss arising from the Service Level Failure, and are not a penalty.

47.3 Consequential Loss Exclusion

To the fullest extent permitted by the Law:

- (a) U MOBILE shall not be liable to the Access Seeker for any Consequential Loss;
- (b) U MOBILE shall also not be liable for any direct or indirect loss of revenue, profit, business, anticipated savings, goodwill, or data, whether or not such losses fall within the definition of Consequential Loss; and
- (c) Nothing in this **Section 47** limits U MOBILE's ability to seek recovery from the Access Seeker to the extent permitted under the Access Agreement.

47.4 Liability for Third-Party and Access Seeker Malicious Acts

U MOBILE shall not be liable for any damage or losses caused by:

- (a) hacking, malware, cyberattacks or malicious code introduced by the Access Seeker, its Personnel or any third party;
- (b) failures or vulnerabilities in the Access Seeker's systems, Facilities or its Network including its Core Network; or
- (c) Force Majeure events or other causes outside U MOBILE's reasonable control.

47.5 Exceptions to Limitations

47.5.1 The liability caps and limitations in **Sections 47.2 to 47.4** do not apply to liabilities for:

- (a) death or personal injury caused by negligence or wilful misconduct;
- (b) damage to tangible property caused by negligence or wilful misconduct;
- (b) fraud or fraudulent misrepresentation;
- (c) the Access Seeker's obligation to pay undisputed Charges, deposits or other fees due to U MOBILE;
- (d) breaches of confidentiality obligations;
- (e) breaches of warranties under **Section 46**;
- (f) indemnity obligations owed by the Access Seeker to U MOBILE under **Section 48**;
and
- (d) anti-bribery and anti-money laundering breaches.

47.5.2 For the avoidance of doubt, nothing in **Section 47.5** shall be construed to expand the remedies under **Section 47.2** or to override the exclusions in **Sections 47.3** and **47.4**, which shall continue to apply in full.

47.6 Acknowledgement of Risk Allocation

The Access Seeker agrees that the exclusions, limitations and liability caps set out in this **Section 47** are reasonable and form part of the commercial risk allocation set out in this RAO and the Access Agreement.

47.7 Duty to Mitigate Loss

Each Party shall take reasonable steps to mitigate its losses including in respect of which it claims indemnification. A Party's liability shall be reduced to the extent that such loss was caused or contributed to by the other Party's negligence, breach or misconduct.

47.8 Third Party Claims and No Rights for Others

Except as expressly provided, no third party (including the Access Seeker's Customers or Affiliates) shall have any rights or remedies under this RAO or the Access Agreement. All claims relating to the Services must be brought by the Access Seeker only, and U MOBILE assumes no liability to the Access Seeker's Customers or any third party.

48. Indemnities

48.1 U MOBILE Indemnities

48.1.1 The Access Seeker shall indemnify and hold harmless U MOBILE, its Affiliates, and their respective Personnel ("**Indemnified Party**") against any claims, losses, or liabilities incurred or suffered by the Indemnified Party arising out of or in connection with:

- (a) any bodily injury, illness, or death of any person caused by the negligence or wrongful acts of the Access Seeker or its Personnel in performing obligations under this RAO or the Access Agreement;
- (b) any damage to or loss of use of physical property resulting from the acts or omissions of the Access Seeker or its Personnel;
- (c) any misrepresentation, false statement, or breach of warranty made by the Access Seeker in relation to its obligations under this RAO or the Access Agreement;
- (d) any fraudulent, dishonest, or wilful misconduct by the Access Seeker or its Personnel;
- (e) any failure by the Access Seeker or its Personnel to comply with confidentiality requirements set out in this RAO or the Access Agreement;
- (f) any breach by the Access Seeker or its Personnel of obligations under ABAC and AML Laws or any other applicable Laws;
- (g) any failure by the Access Seeker to comply with U MOBILE's technical, operational, or security protocols (including those set out in the Operations

Manual), where such failure results in service disruptions, Network vulnerabilities, or regulatory breaches impacting U MOBILE, other Access Seekers, or end-users;

- (h) any claim brought by the Access Seeker's Customers, or downstream partners in connection with the Access Seeker's use of the 5G Services or resale of the 5G Services;
- (i) any failure by the Access Seeker to perform its obligations under applicable Laws, this RAO, or the Access Agreement, to the extent such failure results in third-party claims against U MOBILE;
- (j) any allegation that the Access Seeker's Intellectual Property Rights, or any third-party Intellectual Property Rights used, licensed or disclosed by the Access Seeker in connection with this RAO or the Access Agreement, infringe or misappropriate the rights of any third party; and
- (k) any failure by the Access Seeker to procure and maintain all necessary licences, permissions and authorisations for the use of any Intellectual Property Rights relied upon by the Access Seeker.

48.1.2 U MOBILE shall indemnify and hold harmless the Access Seeker against any proven losses or liabilities arising directly from:

- (a) death or personal injury caused solely by the negligence or wilful misconduct of U MOBILE or its Personnel; or
- (b) direct physical damage to the Access Seeker's tangible property caused solely by the negligence or wilful misconduct of U MOBILE or its Personnel.

For the avoidance of doubt, this indemnity:

- (a) applies only to the categories listed above;
- (b) does not extend to any Consequential Loss or financial loss categories excluded under **Section 47.3**; and
- (c) does not limit or affect any exclusions, caps, or limitations of liability applicable to U MOBILE under **Section 47**.

48.1.3 The indemnities in this **Section 48** shall apply notwithstanding any limitations of liability, exclusions of damages or other restrictions elsewhere in this RAO or the Access Agreement and shall survive termination or expiry of the Access Agreement. For the avoidance of doubt, such indemnities are in addition to, and not in substitution for, any other rights or remedies available to U MOBILE under this RAO, the Access Agreement or at Law.

Termination and Exit Obligations

49. Term, Suspension and Termination Obligations

49.1 5G Service Duration and Agreement Continuity

49.1.1 The Access Agreement shall only take effect on the Commencement Date and shall remain in force until the termination of the Access Agreement by either Party in accordance with the termination provisions in this RAO or the Access Agreement, where relevant.

49.1.2 Access to each individual 5G Service provided under the Access Agreement shall remain in force until the earlier of:

- (a) the expiry of the Service Term applicable to that specific 5G Service;
- (b) termination of access to that specific 5G Service in accordance with **Sections 49.2.1(b)** and **49.3.1(b)**; or
- (c) termination of the Access Agreement pursuant to **Sections 49.2.1(a)** and **49.3.1(a)**.

49.1.3 The termination or expiry of access to any particular 5G Service shall not affect the continued supply of any other 5G Services under the Access Agreement, unless the Access Agreement itself is terminated.

49.2 Termination by U MOBILE

49.2.1 Subject at all times to the notice process under **Section 49.6** and without prejudice to any other rights or remedies that U MOBILE may have against the Access Seeker, U MOBILE may terminate:

- (a) the Access Agreement in its entirety; or
- (b) the Access Seeker's access to one or more specific 5G Services;

by providing written notice to the Access Seeker if, any of the following events occur:

- i. **Material Breach:** the Access Seeker commits a material breach of the Access Agreement which includes without limitation, a breach of **Sections 31 (Technical Obligations), 40 (Billing Provisions), 41 (Disclosure Obligations), 42**

(Confidentiality), 44 (Intellectual Property Rights), 46.2 (Access Seeker's Specific Warranties), and 48 (Indemnities) of this RAO or any terms applicable to a specific 5G Service, and fails to remedy such breach within thirty (30) days of receipt of a written notice from U MOBILE specifying the breach and the intention to terminate;

- ii. **Insolvency:** the Access Seeker becomes insolvent, is subject to a winding-up order (voluntary or compulsory), ceases to carry on business in the ordinary course, or enters into any arrangement or composition with its creditors, or any analogous insolvency-related event occurs in any jurisdiction;
- iii. **Licensing Failure:** either Party ceases to be licensed under the CMA, or U MOBILE is unable to secure the spectrum or right to use the spectrum required to provide the 5G Services;
- iv. **Force Majeure:** a Force Majeure event continues for a period of more than three (3) consecutive calendar months (excluding the calendar month in which it began); or
- v. **Financial Security:** the Access Seeker fails to provide or maintain Financial Security as required under the Access Agreement or this RAO, despite at least ten (10) Business Days' prior written notice.

49.2.2 Termination under this **Section 49** shall be without prejudice to U MOBILE's right under the RAO or the Access Agreement, including the right to pursue any accrued Charges or claim damages and shall not relieve the Access Seeker from obligations incurred prior to the effective date of termination.

49.3 Termination by Access Seeker

49.3.1 Subject to the notice requirements under **Section 49.6**, the Access Seeker may terminate:

- (a) the Access Agreement in its entirety; or
- (b) access to one or more specific 5G Services,

by providing written notice to U MOBILE if any of the following events occur:

- i. **Material Breach:** U MOBILE commits a material breach of the Access Agreement and fails to remedy the breach within thirty (30) days of receipt of a written notice from the Access Seeker specifying the breach and stating the Access Seeker's intention to terminate;

- ii. **Insolvency Event:** U MOBILE becomes insolvent, is subject to a winding-up order (voluntary or compulsory), ceases to carry on business in the ordinary course, or enters into any arrangement or composition with its creditors, or any analogous insolvency-related event occurs in any jurisdiction;
 - iii. **Licensing Failure:** U MOBILE is no longer licensed under the CMA or unable to secure the spectrum or right to use the spectrum required to provide 5G Services; or
 - iv. **Force Majeure:** a Force Majeure event occurs that substantially affects the Access Seeker's ability to benefit from the 5G Services for more than three (3) consecutive calendar months (excluding the calendar month in which it began).
- 49.3.2 If the Access Agreement or any access to a 5G Service is terminated by the Access Seeker other than in accordance with its termination rights under **Section 49.3.1** prior to expiry of any agreed Service Term applicable to the affected 5G Services, the Access Seeker shall, in addition to amounts payable under **Section 49.7.3(a)**, also immediately become liable to pay U MOBILE an amount equal to all applicable Charges (including applicable Taxes) that would have been payable for the remainder of the agreed Service Term, as if the Access Agreement had continued. Such amount shall be due and payable within thirty (30) days of U MOBILE's written demand, and shall not be subject to set-off, deduction or dispute.
- 49.4 Termination for Legislative Change
- 49.4.1 Where the continued operation of the Access Agreement or access to any 5G Services provided under it is or will become unlawful as a result of legislative amendment(s), the Access Seeker and U MOBILE shall meet within five (5) Business Days of the legislative change, to review whether access to the relevant 5G Services may be provided by U MOBILE on terms and conditions acceptable to the Access Seeker and which would prevent such access from being unlawful under the legislative change ("**Alternative Terms and Conditions**").
- 49.4.2 If the Parties cannot agree on the Alternative Terms and Conditions within ten (10) Business Days or such further period as may be mutually agreed, U MOBILE may terminate the Access Agreement if U MOBILE obtains the approval of the Commission as set out in **Section 49.6**.

49.5 Suspension

49.5.1 Subject to **Section 49.6**, U MOBILE may suspend access to any affected 5G Services (in whole or in part) under the Access Agreement in the following circumstances:

- (a) the Access Seeker's Network facilities materially and adversely affect the normal operation of U MOBILE's Network or are a material threat to the safety of any individual;
- (b) the Access Seeker's Network facilities or the supply of a Service poses an imminent threat to the life or the property of U MOBILE, its employees or contractors;
- (c) the Access Seeker's Network facilities cause material physical or technical harm to any Network facilities of U MOBILE or any other person;
- (d) where the Access Seeker has failed to pay Invoices in accordance with its obligations under **Section 40** and has failed to rectify such non-compliance within thirty (30) days of receiving a notice from U MOBILE (and subject to any right that the Access Seeker has under **Section 40** to dispute any amount in an Invoice);
- (e) where the Access Seeker has failed to provide additional security in accordance with **Section 41.2.7**;
- (f) where a Force Majeure event occurs;
- (g) the Access Seeker breaches any laws, regulations, rules or standards which has a material and adverse effect on U MOBILE or the provision by U MOBILE of 5G Services under the Access Agreement;
- (h) the Access Seeker commits a material breach of the Access Agreement and U MOBILE reasonably considers suspension to be a necessary and proportionate step prior to initiating termination under **Section 49.2.1**;
- (i) the Access Seeker has failed to make payment of undisputed Charges within the period specified under **Section 40.3.1** and has not remedied such non-payment within thirty (30) days of written notice; or
- (j) there is a lawful order or direction from the Commission or other competent authority requiring suspension.

49.5.2 Subject to **Section 49.6**, U MOBILE shall give an Access Seeker five (5) Business Days prior written notice of its intention to suspend the Access Seeker's access to any of the 5G Services provided under the Access Agreement. Such notice shall also contain written reasons for the intended suspension.

49.5.3 U MOBILE shall simultaneously provide the Commission with a copy of the suspension notice referred to in **Section 49.6.1** and shall comply with the notification requirements and conditions set out in **Section 49.6**.

49.6 Notice prior to suspension or termination

49.6.1 U MOBILE shall give the Commission prior written notice of its intention to terminate, suspend or materially vary an Access Agreement. Such notice shall also state the reasons for U MOBILE's action and its appropriateness. The Commission may invite any affected Access Seeker to make submissions to the Commission regarding the proposed termination, suspension or material variation. U MOBILE:

- (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);
- (b) must not give effect to the proposed termination, suspension or material variation unless U MOBILE 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 the 5G Services provided under it.

49.6.2 The right of U MOBILE to terminate or suspend or seek to materially vary the Access Agreement or access to any 5G Services provided under it may be exercised only when the Commission has agreed to such a course of action and has so notified U MOBILE. Such notification may contain such conditions as the Commission may specify.

49.6.3 Upon receipt of such notification, U MOBILE shall comply with the conditions and timeframes set out by the Commission, notwithstanding any provision in the Access Agreement to the contrary.

49.7 Effect of termination

49.7.1 Termination may occur either at the level of the entire Access Agreement or in respect of individual 5G Services, depending on the circumstances. Any termination under the Access Agreement or of access to any specific 5G Services shall be without prejudice to any accrued rights and obligations of the Parties as at the effective date of termination.

49.7.2 Upon termination of the Access Agreement or access to a specific 5G Service (as applicable), the Access Seeker must:

- (a) immediately cease using the affected 5G Service(s);
- (b) disconnect and offboard from the relevant portion of the U MOBILE 5G Access Network within six (6) months of the effective date of termination of the Access Agreement or termination of access to a specific 5G Services (as applicable);
- (c) comply with any directions given by U MOBILE in connection with such termination;
- (d) return or destroy (at U MOBILE's election) all Confidential Information and other property of U MOBILE (unless otherwise advised by U MOBILE); and
- (e) where **Sections 49.3.2** and **49.7.3(b)** applies, the Access Seeker shall pay U MOBILE the amount specified in those sections respectively.

49.7.3 Upon termination of the Access Agreement or access to a specific 5G Service (as applicable):

- (a) U MOBILE shall be entitled to recover from the Access Seeker all Charges properly invoiced and unpaid as at the effective date of termination, together with all Charges invoiced in arrears and not yet paid, and all Charges accrued for the terminated 5G Services up to the effective date of termination; and
- (b) if the termination by U MOBILE occurs due to the Access Seeker's material breach under **Section 49.2.1**, prior to expiry of any agreed Service Term, the Access Seeker shall, in addition to the amounts payable in **Section 49.7.3(a)**, immediately become liable to pay U MOBILE an amount equal to all Charges (including applicable Taxes) that would have been payable for the remainder of the Service Term as if the Access Agreement had continued. Such amount shall be due within thirty (30) days of U MOBILE's written demand and shall not be subject to set-off, deduction or dispute.

49.7.4 Subject always to the Access Seeker having fully settled all sums due and payable:

- (a) U MOBILE shall, within sixty (60) days of termination of the Access Agreement or any access to a 5G Service, refund to the Access Seeker any deposit paid (less any amount owed); and
- (b) U MOBILE shall release any guarantee provided by the Access Seeker only after all payment obligations to U MOBILE have been fully discharged.

49.8 Effect of Suspension

49.8.1 If U MOBILE elects to suspend any 5G Services under the Access Agreement, such suspension shall apply only to the applicable 5G Services.

49.8.2 During the period of suspension of the affected 5G Service(s):

- (a) U MOBILE shall have no obligation to provide the suspended 5G Service(s); and
- (b) the Access Seeker shall not be entitled to access or use the suspended 5G Services.

49.8.3 Suspension of any 5G Service(s) shall not:

- (a) constitute a termination of the Access Agreement or any other 5G Services not affected by the suspension; or
- (b) affect any rights or obligations accrued by either Party prior to the suspension of the relevant 5G Service(s),

unless expressly stated otherwise by U MOBILE in writing.

49.8.4 U MOBILE shall not be held responsible to the Access Seeker for anything occurring, arising or manifesting itself during the period of suspension, nor liable for any loss, costs, damages, expenses (including Consequential Losses) which the Access Seeker may suffer due to the suspension.

50. **Exit and Transition Obligations**

50.1 Exit by the Access Seeker

50.1.1 Where the Access Agreement is terminated in its entirety, or where the Access Seeker elects to discontinue one or more individual 5G Services subscribed under it, the Parties shall cooperate in good faith to ensure an orderly transition and avoid unnecessary disruption to Customers. All costs related to the exit of the Access Seeker from the Access Agreement shall be borne by the Access Seeker.

50.1.2 The Access Seeker shall provide U MOBILE with no less than sixty (60) days' prior written notice of any planned discontinuation of its 5G Services, unless a different timeline is agreed in writing.

50.2 Transition Support and Surviving Obligations

- 50.2.1 U MOBILE shall use reasonable efforts to provide ongoing support during the transition period, to facilitate migration to an alternative network or service provider, subject to confidentiality obligations and applicable Law.
- 50.2.2 U MOBILE may require the Access Seeker to confirm in writing that it has completed the deactivation or disconnection of any relevant interfaces, and that it no longer has access to U MOBILE's Network resources. U MOBILE shall retain access logs, provisioning records, and billing-related data relevant to the Access Seeker for a period of at least six (6) months following service cessation, to support any post-termination queries or audits.

Miscellaneous Terms

51 Change of Control, Mergers or Acquisitions, or Restructuring

51.1 Change Affecting the Access Seeker

51.1.1 If there is an actual or anticipated merger, acquisition, or corporate restructuring that may result in a change of control or affect its legal status (“**Access Seeker’s Proposed Transaction**”), the Access Seeker must promptly notify U MOBILE in writing as to the following:

- (a) a summary of the key facts, reasons and the actual or anticipated effective date for the Access Seeker’s Proposed Transaction;
- (b) confirmation whether the Access Seeker intends to continue performing its obligations under the Access Agreement post-transaction, or whether a novation, assignment, or new agreement will be proposed;
- (c) all relevant details including the identity of the new controlling entity (if applicable);
- (d) the proposed structure of the transaction, particularly whether it will result in the Access Seeker being dissolved, wound up, or discontinuing normal business operations;
- (e) any regulatory filings or approvals that may be required and their current status; and
- (f) details of any impact on the Access Seeker’s financial standing or creditworthiness, including whether there will be a change in the entity responsible for payment obligations.

51.1.2 This notification obligation is subject to confidentiality obligations to third parties and compliance with applicable Laws.

51.1.3 Within ten (10) Business Days of receiving such notice (or such other period as mutually agreed), U MOBILE and the Access Seeker shall meet in good faith to discuss appropriate commercial and contractual arrangements in light of the Access Seeker’s Proposed Transaction. These arrangements may include amendments to the existing Access Agreement, entry into a new agreement, or any other measures necessary to reflect the new structure.

51.1.4 Unless otherwise agreed by the Parties, the following shall apply in the event of the Access Seeker’s Proposed Transaction:

(a) Terminating Access Seeker

An Access Seeker that will cease to exist or will no longer hold an Access Agreement as a result of the transaction (a "**Terminating Access Seeker**") shall:

- i. terminate its Access Agreement no later than promptly following the effective date of the Access Seeker's Proposed Transaction, unless earlier termination is possible; and
- ii. remain responsible for any outstanding obligations or liabilities incurred up to the termination date.

(b) Surviving Access Seeker

An Access Seeker that continues to exist and holds an Access Agreement prior to the Access Seeker's Proposed Transaction (a "**Surviving Access Seeker**") shall:

- i. continue to be bound by the terms of its existing Access Agreement; and
- ii. assume liability for its own obligations, as well as those allocated to it under **Section 51.1.4(c)**.

(c) Merged Entity

Where a new legal entity is formed as a result of the transaction and intends to continue access arrangements (the "**Merged Entity**"), U MOBILE may, in its sole discretion, require any one or more of the following as conditions to continuation of services:

- i. execution of a new access agreement between U MOBILE and the Merged Entity;
- ii. the Merged Entity to fully assume its service obligations, and one hundred percent (100%) of the outstanding service obligations of the Terminating Access Seeker, as calculated based on U MOBILE's prevailing wholesale rate card or other commercial terms as determined by U MOBILE;
- iii. adoption by the Merged Entity of all the committed capacity, volume, or other service levels previously held by the Surviving Access Seeker or any Terminating Access Seeker; or
- iv. compliance with any transitional, onboarding, or technical integration requirements as may be prescribed by U MOBILE.

51.1.5 U MOBILE shall have discretion to approve or reject the continuation of access rights following an Access Seeker's Proposed Transaction and to impose any conditions it deems necessary to protect its Network, business interests, and contractual commitments.

51.2 Change of Control of U MOBILE

- 51.2.1 U MOBILE may, from time to time, undergo change of control, merger, acquisition, or corporate restructuring that is reasonably expected to have a material impact on its ability to perform its obligations under this RAO or the Access Agreement (“**U MOBILE’s Proposed Transaction**”). For the avoidance of doubt, a U MOBILE’s Proposed Transaction shall not affect the continued validity or enforceability of this RAO or the Access Agreement, which shall remain in force unless otherwise terminated in accordance with its terms.
- 51.2.2 If, as a result of a U MOBILE’s Proposed Transaction, it becomes necessary to amend the Access Agreement, U MOBILE may invite the Access Seeker to discuss any transitional or commercial adjustments that may be reasonably required. Nothing in this **Section 51** shall obligate U MOBILE to agree to any amendment, nor shall it prejudice U MOBILE’s rights under the Access Agreement.
- 51.2.3 For the avoidance of doubt, no U MOBILE’s Proposed Transaction shall entitle the Access Seeker to terminate the Access Agreement nor give rise to any claim, unless any termination grounds under **Section 49.3** are triggered.
- 51.2.4 If U MOBILE chooses to share any information in connection with a U MOBILE’s Proposed Transaction, such information shall be provided entirely at U MOBILE’s discretion and, if shared, may be general in nature and subject to **Section 42** and any applicable Laws.

52. Assignment

Neither Party shall assign the Access Agreement to any other person, unless the prior written consent of the other Party to the Access Agreement is obtained (which consent shall not be unreasonably withheld or delayed) and the assignment must be reciprocal with the other Party’s rights of assignments.

53. Force Majeure

53.1 Force Majeure Events

Neither Party will be deemed to be in default under the Access Agreement, or will be liable to the other, for failure to perform any of its non-monetary obligations under the Access Agreement for any period and to the extent that such failure results from any Force Majeure events.

53.2 Notice of Force Majeure

The Party affected by a Force Majeure event shall notify the other Party in writing as soon as reasonably practicable (and in any case within five (5) Business Days of becoming aware of the event), specifying the nature of the Force Majeure event, the anticipated duration of its impact, and the obligations affected. Failure to notify shall not disqualify a Party from relying on this **Section 53** but may limit the relief available to the extent the other Party suffers prejudice due to the lack of notice.

54. Review and Amendments

54.1 Amendment of RAO

54.1.1 U MOBILE may, from time to time, amend the contents of this RAO in accordance with **Section 54.1.2**. Any such amendment shall be notified to the Commission in writing prior to its publication, together with an explanation of the basis for the amendment. The amendment shall not take effect until the later of:

- (a) the date specified in the amendment notice; or
- (b) the expiry of the applicable notice period prescribed in **Section 54.1.2(a)** or any other direction issued by the Commission.

54.1.2 Where U MOBILE proposes to amend this RAO, U MOBILE shall:

- (a) provide Access Seekers with not less than thirty (30) Business Days' prior written notice of the proposed amendments;
- (b) obtain the Commission's written approval to publish the amended RAO; and
- (c) upon receiving such approval, promptly publish the updated RAO on its website.

54.1.3 U MOBILE shall publish the updated RAO on its official website and shall provide a copy to any Access Seeker upon request.

54.1.4 Where the terms and conditions of an Access Agreement are not identical to those in this RAO, an amendment to this RAO will not alter the terms of that Access Agreement except as agreed between U MOBILE and the Access Seeker.

54.1.5 If the Access Seeker disputes the amendment within the thirty (30) Business Day period, the relevant terms of the Access Agreement shall remain unchanged until the dispute is resolved or determined in accordance with the Dispute Resolution Procedures, provided that no such dispute shall affect U MOBILE's right to implement the amended RAO in relation to other Access Seekers.

54.2 Review of Access Agreement

The Parties agree that the Access Agreement shall be reviewed:

- (a) if the Minister issues a direction or determination relating to access and related matters;
- (b) if the Commission issues a direction or determination relating to access and related matters;
- (c) if the CMA or any legal instruments issued under the CMA, including the MSA, is amended in relation to its subject matter;
- (d) by agreement between the Parties; and
- (e) if a condition of either Party's licence is amended or deleted or a new condition is imposed in relation to its subject matter that affects the other Party's right to provide or seek the 5G Services.

(each is referred to as a "**Review Event**").

54.3 Review Event Process

54.3.1 If a Review Event occurs, then U MOBILE may notify the Access Seeker that the Access Agreement will be reviewed as soon as possible but, in any event, no later than thirty (30) days from the date when U MOBILE notifies the Access Seeker.

54.3.2 Upon completion of the review, U MOBILE shall submit to the Access Seeker a copy of the Access Agreement duly marked up with the amendments or modifications or variations clearly identified.

54.3.3 The Access Seeker shall revert with its comments and suggested changes (if any) within fourteen (14) days from the date of receipt of the amended Access Agreement.

54.3.4 Following mutual agreement by the Parties to the amendments to the Access Agreement, the Parties shall execute the amended Access Agreement and U MOBILE shall submit the same for lodgement with the Commission.

55. Marketing

55.1 Use of U MOBILE Marks

55.1.1 The Access Seeker must strictly comply with U MOBILE's brand guidelines and directions when using any U MOBILE Marks. Any use of U MOBILE Marks in marketing, promotional materials, or public communications requires U MOBILE's prior written approval.

55.1.2 The Access Seeker is prohibited from using U MOBILE's name, U MOBILE Marks, or Network references in a manner that misrepresents the 5G Services, including claims on Network speed, coverage, or capabilities, unless such information is expressly provided by U MOBILE in approved materials or publicly available technical documentation.

55.2 U MOBILE Marketing Rights

U MOBILE reserves the right to conduct its own marketing and promotional campaigns to promote 5G adoption and its own services, without any restriction from the Access Seeker.

56. Costs and Expenses

Each Party shall bear its own costs and expenses for negotiating, preparing and executing the Access Agreement and all documents contemplated by it, except where the Access Agreement expressly provides otherwise. Stamp duty payable in respect of the Access Agreement and all documents issued under the Access Agreement shall be borne by the Access Seeker.

57. Governing Law and Jurisdiction

The interpretation, validity and performance of the Access Agreement shall be interpreted in accordance with the Laws of Malaysia, and the Parties will comply with all applicable directions issued by the Malaysian regulatory authorities. Each Party

agrees that the courts of Malaysia, including any appellate courts, shall have non-exclusive jurisdiction over any disputes arising from or related to this RAO. Each Party also waives any right to challenge the chosen forum on the grounds that it is inconvenient.

58. Compliance with Laws

58.1 Compliance with the CMA

The Parties shall comply with all applicable Laws, regulations, directions, determinations and all subsidiary instruments issued from time to time by the Commission or the Minister pursuant to the CMA. The Parties shall include a provision in all Access Agreements prepared by it which provides that the Access Agreements will be governed by the laws of Malaysia and that Parties will comply with all applicable directions issued by the Malaysian regulatory authorities.

58.2 Compliance with Anti-Bribery and Anti-Money Laundering Laws

58.2.1 Each Party and its Personnel shall comply with all applicable Laws concerning anti-bribery, anti-corruption, and anti-money laundering, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“**ABAC and AML Laws**”), in connection with its activities under this RAO and the Access Agreement.

58.2.2 Each Party shall implement and maintain adequate internal controls, policies, and measures to prevent bribery, corruption, money laundering, and related unlawful practices, including keeping accurate records and monitoring compliance.

58.2.3 Any breach or suspected breach of this **Section 58** by either Party or its Personnel shall constitute a material breach of the Access Agreement, entitling the non-defaulting Party to exercise a right to immediately terminate the Access Agreement without prejudice to its other rights and remedies.

58.2.4 Each Party represents and warrants that it is, and will remain, in compliance with all applicable ABAC and AML Laws during the term of the Access Agreement and confirms that it has adequate procedures in place to detect, prevent, and respond to any violations.

59. Subcontracting

59.1 U MOBILE's Right to Subcontract

U MOBILE reserves the right to appoint subcontractors, including its Affiliates or third parties, to deliver any portion of the 5G Services or fulfil its responsibilities under the Access Agreement, at its sole discretion and without requiring prior approval from the Access Seeker.

59.2 Consent Requirement

The Access Seeker must obtain U MOBILE's prior written consent before engaging any subcontractor to perform its obligations under the Access Agreement.

59.3 Responsibility for Subcontractors

Where a Party appoints a subcontractor, that Party remains fully accountable for the performance of its obligations and is responsible for any actions, defaults, or failures of its subcontractors as if they were its own acts or omissions.

60. Governance

No later than thirty (30) days before the Commencement Date, the Parties shall engage in good faith discussions to determine if any governance structures are required to support effective management of their respective obligations under this RAO, the Access Agreement, and U MOBILE's provision of 5G Services to the Access Seeker.

61. Notices

61.1 Modes of Notification

All notices, demands or other communication required to be given under the Access Agreement shall be in writing and shall be sufficiently given or made if:

- (a) delivered by hand, at the time of delivery;

- (b) sent by pre-paid registered post, on the third Business Day after posting; or
- (c) sent by electronic mail to the recipient's designated email address specified below, provided that no delivery failure or bounce-back notification is received by the sender within twenty-four (24) hours of transmission. If a delivery failure or bounce-back notification is received for an email notice, the Party sending the electronic mail must promptly resend the notice using any of the methods set out in this **Section 61**. The notice shall be deemed given only upon successful delivery in accordance with one of those alternative methods.

If to **U MOBILE**:

U MOBILE Sdn. Bhd.

Lot 11.01, Level 11, East, Berjaya Times Square,
1, Jalan Imbi, 55100 Kuala Lumpur

Email: Wholesale.5G@u.com.my

Attention: [Head of Wholesale](#)

61.2 Change of Address

Either Party may from time to time notify the other Party of its change of address in accordance with this **Section 61**.

62. **Dispute Resolution**

62.1 Dispute Resolution Process

All disputes arising out of or relating to the Access Agreement will be decided and resolved in accordance with the process set out in the Dispute Resolution Procedures in **Schedule F.1 (Dispute Resolution Procedures)** of this RAO.

62.2 Steering Group

Each Party must comply with the Dispute Resolution Procedures and must appoint an equal number of representatives to a Steering Group (and such other working groups as may be agreed upon) to manage the smooth and timely implementation of the terms and conditions of the Access Agreement or Dispute Resolution Procedures, as applicable.

63. Entire Agreement

63.1 The Access Agreement sets out the full understanding between the Parties on the 5G Services it covers, overrides all prior agreements or communications (written or oral), and may be signed in multiple counterparts, each treated as an original and together forming one binding agreement.

63.2 Each Party agrees that the Access Agreement and any other documents to be delivered under the Access Agreement may be executed or delivered by way of electronic signature or through any mutually accepted electronic-signing platform. Any such electronic execution or delivery shall have the same legal effect, validity and enforceability as a handwritten signature, to the fullest extent permitted by applicable Laws.

64. Binding Nature

Each Party confirms that the Access Agreement, along with all its obligations, will continue to apply to and be enforceable against any of its successors or permitted assigns.

65. Good Faith and Non-Exclusivity

Each Party will act in good faith in relation to the other with regard to all matters relating to or contemplated by the Access Agreement.

66. Partial Invalidity

If any term or condition of the RAO or the Access Agreement is found to be illegal, invalid or unenforceable in any respect under any applicable Law, then the remainder of the Access Agreement or the application of such term or condition to other situations or circumstances shall not be affected, and the Parties agree to amend the Access

REFERENCE ACCESS OFFER



Agreement to reflect the correct intention of the Parties and/or the directions of the Commission (where applicable) to the extent permissible by such applicable Law.

Part E – Catalogue for 5G Services

67. U MOBILE 5G Access Network

67.1 Introduction

67.1.1 U MOBILE is licensed under the CMA and authorised to operate a 3GPP-compliant 5G RAN. This authorisation enables U MOBILE to build a next generation 5G Access Network that delivers nationwide wholesale 5G services with high capacity, low latency, robust security, and reliable connectivity to licensed Access Seekers. The U MOBILE 5G Access Network supports both Standalone (“SA”) and Non-Standalone (“NSA”) architectures under a Multi-Operator Core Network (“MOCN”) framework.

67.1.2 U MOBILE has adopted a layered approach to provide wholesale 5G Services, building upon the core objective of enabling wholesale 5G services nationwide to all qualified Access Seekers. This ensures scalability, coverage, and tailored solutions for wholesale 5G Services. At the centre, the focus is on providing a neutral host infrastructure model, towards ensuring a broad scope of use cases, serving as a foundation for service delivery across geographical areas. Ultimately, U MOBILE aims to deliver network slicing solutions that allows for customization of services, optimizing the network for diverse needs.

68. Network Topology and Architecture

68.1 Architectural Design and Technology

The following table sets out the architectural design and associated technologies underpinning U MOBILE 5G Access Network, including key components, configurations, and technical standards.

Architecture Component	Description
Topology	The Network architecture shall follow a hierarchical structure comprising the following layers: Access, Aggregation, Regional POIs, and the Access Seeker’s Core Network Outdoor sites and

Architecture Component	Description
	Indoor sites, centralised data centres hosting the 5G Core (“5GC”) Network functions and associated Operational Support Systems (“OSS”) and Business Support Systems (“BSS”)
Access (RAN)	<ul style="list-style-type: none"> • Multi-tenant support via MOCN with 5G SA and transitional NSA configurations, in accordance with 3GPP Release 18 specifications • Massive MIMO technology 64T64R and 32T32R • Beamforming capabilities
Transport	Access transport via fibre and high-capacity microwave link
Security	<ul style="list-style-type: none"> • Carrier-grade firewalls • IPSec encryption • DDoS protection measures
OSS/BSS	<ul style="list-style-type: none"> • Service orchestration tools • Access Seeker’s portal • Billing management
Slicing	Dedicated and shared Network slices, configurable based on the agreed service levels.

68.2 Access Network Performance and Resiliency

68.2.1 The U MOBILE 5G Access Network is designed to provide high-capacity, low-latency, and resilient radio access services to subscribing Access Seekers.

68.2.2 The U MOBILE 5G Access Network is engineered for high service availability. To enhance resiliency, it incorporates redundant site coverage and resilient transport to minimise single points of failure and support continuity of service in the event of equipment failure or power outages.

69. 5G Services

69.1 Introduction to 5G Services

69.1.1 U MOBILE offers a suite of 5G Services, which include the following:

- (a) 5G eMBB Service;
- (b) 5G IBC Service;
- (c) 5G Event Based Capacity and Coverage;
- (d) 5G Bespoke Coverage;
- (e) 5G Smart Slice; and
- (f) 5G Private Network.

69.1.2 U MOBILE's 5G Services are structured around the three (3) principal 5G Service categories defined by 3GPP as follows:

- (a) Enhanced Mobile Broadband (“**eMBB**”)
 - i. Delivered through the 5G eMBB Service and 5G IBC Service, which constitute the Primary Products enabling subscribing Access Seekers to provide high-throughput broadband access for both consumer and enterprise use cases.
 - ii. The use cases include, but are not limited to, high-definition video streaming, augmented reality/ virtual reality applications, cloud computing, and remote working.
- (b) Ultra-Reliable Low Latency Communication (“**uRLLC**”):
 - i. Supported via the 5G Smart Slice and 5G Private Network.
 - ii. uRLLC is intended for use cases requiring stringent reliability and latency requirements, such as smart manufacturing, real-time control systems, industrial automation, and mission-critical communications.
 - iii. The availability and implementation of uRLLC are subject to both technical and commercial feasibility, including the capability of the underlying Network infrastructure to deliver the required Quality of Service (“**QoS**”) parameters specific to the Access Seeker's use case.

- (c) Massive Machine-Type Communication (“mMTC”):
 - i. Planned for future deployment and supported through roadmap iterations of the 5G Smart Slice and 5G Private Network.
 - ii. mMTC is designed to enable high-density Internet of Things (“IoT”) deployments involving a large volume of low-power, low-data-rate devices, such as in smart cities, sensor networks, and utility metering applications.
 - iii. It is subject to demand aggregation and ecosystem readiness to ensure commercial viability.

69.1.3 Subscription to Secondary Products is contingent on the prior procurement of one or more relevant Primary Products. The 5G products are categorised into Primary Products and Secondary Products as follows:

Primary Products	Secondary Products
5G eMBB Service	<ul style="list-style-type: none"> • 5G Smart Slice • 5G Event-Based Capacity and Coverage • 5G Bespoke Coverage
5G IBC Service	<ul style="list-style-type: none"> • 5G Private Network (In-Building)
5G Private Network (Macro Site)	None

69.2 Timeline for 5G Services

U MOBILE’s 5G Services shall be made available from the date of RAO publication on U MOBILE’s website. Notwithstanding the foregoing, the plan for the availability of U MOBILE’s 5G Wholesale Products is indicative only and shall not be binding. The actual availability may vary depending on a variety of factors, including but not limited to the readiness and availability of the broader device and technology ecosystem, alignment with customer implementation plans, regulatory developments, and the level of commercial demand or strategic prioritisation across different services or regions. U MOBILE shall not be liable for any reliance placed by the Access Seeker on such indicative information.

70. Interconnection and Integration Model

70.1 Overview

70.1.1 This **Section 70** applies to Access Seekers that subscribe to the 5G eMBB Service, 5G IBC Service and 5G Private Network.

70.1.2 The Access Seekers shall interconnect with U MOBILE 5G Access Network through secure, standardised, and interoperable interfaces that are implemented at the designated POIs. Such interfaces are defined in accordance with the applicable technical specifications and industry standards. The interconnection architecture is designed to ensure scalable, secure, and reliable transmission of control and user plane traffic between the Access Seeker's Core Network and U MOBILE's 5G RAN in line with 3GPP standards and national regulatory requirements.

70.1.3 Key interconnection components include:

- (a) **Secure IPSec Gateway Connectivity:** Each Access Seeker is required to establish and operate an IPSec Gateway to serve as the termination point for secure tunnels from U MOBILE's 5G RAN. U MOBILE will establish IPSec-based connections from each RAN site to the Access Seeker's IPSec Gateway, ensuring the secure transport of traffic over the backhaul Network. This approach enables encrypted, site-specific communication paths and supports Network segregation between different Access Seekers; and
- (b) **S-NSSAI / APN Mapping:** Each Access Seeker is assigned a unique Single Network Slice Selection Assistance Information ("**S-NSSAI**") identifier aligned with its subscribed 5G service(s), enabling logical separation of traffic across the Wholesale Access Network. For NSA scenarios or legacy service continuity, Access Point Name ("**APN**") configurations are used to define data session flows and routing behaviour. While the APN is not resolved within the RAN, it is preserved and forwarded to the Access Seeker's Core Network to complete session establishment and policy enforcement.

70.1.4 Interconnection between the Access Seeker's Core Network and U MOBILE's 5G RAN shall be established and maintained in full compliance with the applicable standards and specifications outlined by the 3GPP. This includes adherence to all relevant technical requirements, protocols, and guidelines set forth by 3GPP to ensure interoperability, efficient operation, and seamless communication between the Networks. The Access Seeker shall be responsible for implementing and maintaining the necessary infrastructure, configurations, and testing procedures to achieve and sustain such compliance. U MOBILE and Access Seeker shall collaborate and make commercially

reasonable efforts to implement the necessary infrastructure, configurations, and testing procedures required to achieve, validate, and maintain the interconnection, ensuring full compliance with the applicable industry standards, technical specifications, and regulatory requirements for the purpose of this **Section 70**.

70.2 Interconnection Interfaces

70.2.1 All interconnect interfaces must be provisioned in full compliance with U MOBILE's integration guidelines, and are subject to successful testing, validation, and approval during the onboarding process. Activation of services is conditional upon full compliance with U MOBILE's technical, operational and security requirements.

70.2.2 The interconnection protocol and architecture will vary depending on the interconnection deployment configuration, as follows:

(a) NSA Configuration:

Under the NSA configuration, the interconnection is based on the LTE EPC anchoring model. Traffic between U MOBILE's 5G RAN and the Access Seeker's Core Network is carried using:

- i. S1-C (control plane) and S1-U (user plane) interfaces, as defined in 3GPP TS 36.410 and TS 36.420; and
- ii. Under the MOCN configuration, U MOBILE's RAN forwards signalling and user data to the Access Seeker's Core Network based on PLMN-specific mapping, enabling logical separation and session anchoring through the Access Seeker's MME and PGW components.

(b) SA Configuration:

Under the SA configuration, the interconnection follows the 5G Service-Based Architecture. Traffic and control signalling are carried using:

- i. N2 (control plane) and N3 (user plane) interfaces, as defined in 3GPP TS 38.410 and TS 38.420;
- ii. NG Application Protocol over SCTP for signalling, and GTP-U over UDP/IP for user data transport; and
- iii. Slice selection and traffic segregation are managed through S-NSSAI-based mapping with interaction between Access Seeker's Core Network functions, including but not limited to NSSF and PCF, and U MOBILE's 5G RAN to support differentiated service provisioning.

71. Operational and Management Systems

71.1 General

The U MOBILE 5G Access Network is supported by integrated operational systems responsible for provisioning, service activation, service management, security assurance, and capacity governance. These systems enable the effective execution of technical onboarding, forecasting, and interconnection obligations.

71.2 Onboarding and Interconnection

Access to U MOBILE's 5G Services is subject to the execution of a valid Access Agreement. The relevant activities shall be conducted in accordance with the onboarding procedures as specified in the Operations Manual.

71.3 Monitoring and Fault Management

U MOBILE's Operational Support Systems environment supports real-time monitoring, fault detection, and performance analytics across U MOBILE's 5G RAN domain. Access Seekers shall be provided with visibility into relevant service performance metrics. Relevant fault data and KQIs will be made available to the Access Seeker in accordance with the scope defined in the RAO and the Access Agreement.

71.4 Security Operations

The U MOBILE 5G Access Network is integrated with U MOBILE's Security Operations Centre. The Security Operations Centre implements various security controls including traffic monitoring, anomaly detection and interconnect isolation.

71.5 Regulatory Compliance

71.5.1 U MOBILE's ability to offer 5G Services under this RAO is supported by its regulatory authorisations and spectrum awarded by the Commission. These underlying enablers provide the legal and operational foundation upon which Access Seekers may request access to U MOBILE's 5G Services.

71.5.2 Specifically, U MOBILE is licensed to operate under the CMA and holds spectrum in the following bands:

- (a) Band n28 (700 MHz) – 723MHz to 743MHz paired with 778MHz to 798MHz; and

(b) Band n78 (3.5 GHz) – 3.5GHz to 3.6GHz.

71.5.3 U MOBILE and Access Seekers shall comply with applicable Laws and regulations, relating to lawful interception and data handling, and shall cooperate in good faith to enable each other to fulfil their respective obligations under such requirements, including providing reasonable assistance and access where legally required.

71.6 Service Level Failure

71.6.1 Upon receiving a notice from the Access Seeker of a breach of an alleged Service Level Failure, U MOBILE shall review whether a breach of service levels has occurred. Within a reasonable time, U MOBILE shall provide a written decision to the Access Seeker stating either:

- (a) Service Level Failure is confirmed in which case the Access Seeker may claim service rebates (credits) for the applicable products as described in **Part E**, subject to the terms of the Access Agreement or relevant Service Order Form; or
- (b) No Service Level Failure found, in which case the Access Seeker may refer the matter to the Dispute Resolution Procedures if it disagrees with the outcome.

72. 5G eMBB Service

72.1 Product Specifications

72.1.1 U MOBILE's 5G eMBB Service is designed to provide eMBB capacity and coverage to subscribing Access Seekers within the defined product specifications.

72.1.2 The 5G eMBB Service Specifications are:

- (a) the deployment of Macro Sites to achieve the national COPA target of 80% which in aggregate shall be capable of meeting service performance obligations and accommodating demand at levels appropriate for nationwide 5G wholesale access; and
- (b) the provision of Access Seekers' access to the Designated IBCs.

72.1.3 U MOBILE may, at its absolute discretion, undertake capacity densification measures, including but not limited to the optimisation and upgrades of existing Macro Sites, and/or deployment of new Macro Sites. Where such densification is required to meet the relevant KQI targets for 5G eMBB Service set out in **Paragraph 1 of Schedule F.4 (Quality of Service Levels)**, U MOBILE will bear the full cost of capacity densification.

Such capacity densification will be deemed part of the 5G eMBB Service Specifications and shall not entitle the Access Seeker to request adjustments or rebates. Where new Macro Site(s) are deployed beyond COPA on special purpose, such new Macro Site(s) shall not be deemed as part of U MOBILE's deliverables and shall be subject to separate charges, payable by the Access Seeker.

- 72.1.4 The Access Seeker's subscription to the 5G eMBB Service shall include its initial order, which must be submitted via a Service Order Form concurrently with the execution of the Access Agreement. All capacity and coverage allocation shall be managed within the defined 5G eMBB Service Specifications set out in this RAO.
- 72.1.5 Access Seeker may request the 5G Event Based Capacity and Coverage only after they have executed an Access Agreement for the 5G eMBB Service. Execution of that Access Agreement constitutes acceptance of the 5G Event Based Capacity and Coverage terms set out in **Section 74**. Activation and deployment of the 5G Event Based Capacity and Coverage require a separate Service Order Form that must be submitted by the Access Seeker and accepted by U MOBILE. While the Service Order Form for the 5G eMBB Service must accompany the Access Agreement, the initial Service Order Form for the 5G Event Based Capacity and Coverage may be submitted at the time of ordering the product.
- 72.1.6 The 5G Event Based Capacity and Coverage is intended to support Access Seekers in managing anticipated surges in network demand during exceptional events or scenarios, such as large-scale public gatherings, temporary commercial promotions, or critical service outages, where additional capacity and/or expanded coverage is required on a temporary basis. Such enhancements fall outside the standard 5G eMBB Service Specifications and are provided under the terms described in **Section 74**.
- 72.1.7 Requests for any permanent or material extension of coverage or capacity beyond the 5G eMBB Service Specifications shall be subject to discussions between U MOBILE and the Access Seekers under the 5G Bespoke Coverage described in **Section 75**.
- 72.1.8 Access Seekers subscribing to the 5G eMBB Service, shall be subject to applicable charges and commercial terms outlined in **Section 72.8**.
- 72.1.9 Access Seekers shall be solely responsible for ensuring that its Network, systems, and equipment fully comply with the technical and operational requirements prescribed by U MOBILE to enable interoperability with the 5G eMBB Service. U MOBILE shall not be liable for any service degradation, incompatibility, disruption or failure arising from the Access Seeker's failure to meet such requirement.

72.2 Indicative Service Activation Timeline

The indicative timeline for service activation of the 5G eMBB Service shall be mutually agreed between U MOBILE and the Access Seeker, and is dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability to U MOBILE.

72.3 Rollout Commitments and Deployment Schedule

72.3.1 The deployment roadmap of the network infrastructure supporting 5G eMBB Service is structured to progressively expand coverage across the country. The Network is targeted at achieving 80% COPA by the third quarter of 2026.

72.3.2 The indicative deployment roadmap ("**National 5G eMBB Wholesale Network Deployment Schedule**") will be shared with Access Seekers who subscribe to the 5G eMBB Service. Any information relating to the National 5G Wholesale Network Deployment Schedule provided to the Access Seeker is indicative only and subject to change.

72.3.3 U MOBILE shall provide an updated National 5G eMBB Wholesale Network Deployment Schedule on at least a quarterly basis to the Access Seekers of the 5G eMBB Service.

72.3.4 The National 5G Wholesale Network Deployment Schedule provided by U MOBILE shall contain such information as reasonably necessary to enable Access Seekers to promote its retail services to Customers and potential Customers, and such information is to be provided to Access Seekers on an equitable and non-discriminatory basis.

72.3.5 Notwithstanding anything in this subsection, the Parties acknowledge and agree that U MOBILE retains sole discretion to define the configuration and rollout plan for the 5G eMBB Service, including prioritisation and capacity decisions.

72.4 Coverage Plots

U MOBILE must provide or otherwise make available to the Access Seeker, in Cluster form, coverage plots depicting the coverage and capacity of 5G eMBB Service across Malaysia.

72.5 Forecasting Obligations

72.5.1 General Forecasting Requirements

- (a) Access Seekers must provide U MOBILE with a forecast of its anticipated 5G eMBB Service capacity requirements at the national level, as well as for specific Clusters where substantial changes in demand are expected by Access Seekers for the upcoming twelve (12) month period (“**Twelve Month Forecast**”).
- (b) The Twelve Month Forecast must contain the following information (“**Forecast Information**”):
 - i. the anticipated highest hourly average reading for each month of the Twelve Month Forecast for each Cluster;
 - ii. the anticipated number of User Equipment that accesses the 5G eMBB Service via the Access Seeker’s Network and the corresponding data usage per User Equipment;
 - iii. highlight any known fluctuations due to seasonal trends or major events; and
 - iv. such other information as may be reasonably necessary for U MOBILE to carry out Network planning.
- (c) Access Seekers may request preliminary information from U MOBILE about the availability and capacity of its 5G eMBB Service to the extent the Access Seeker requires such information to provide the Twelve Month Forecast.
- (d) Access Seekers shall update its Twelve Month Forecast every Quarter and shall submit in writing the updated Twelve Month Forecast to U MOBILE by the last business day of March, June, September and December, each year. This is to enable U MOBILE to undertake timely Network planning, resource allocation and fulfilment of its obligations under the Access Agreement.
- (e) The Twelve Month Forecast will be used by U MOBILE on a confidential basis to plan and manage the U MOBILE 5G Access Network. Access Seekers agree to promptly provide any additional information reasonably requested by U MOBILE in connection with the Twelve Month Forecast. The Parties acknowledge and agree that the Twelve Month Forecast is provided on a best-efforts basis and is not a guarantee by Access Seekers of its actual 5G eMBB Service capacity requirements.

72.5.2 Ad-hoc Forecast Request

U MOBILE may at any time, request in writing that Access Seekers provide to U MOBILE the Forecast Information in sufficient detail to enable U MOBILE to carry out its Network and provision planning for the 5G eMBB Service for which access is required.

72.5.3 Forecast Rejection or Acceptance

- (a) If U MOBILE considers that the Forecast Information supplied by Access Seekers pursuant to **Sections 72.5.1 and 72.5.2** is insufficient, then U MOBILE will notify Access Seekers within five (5) Business Days of receipt of the Forecast Information, of the insufficiency of the Forecast Information and specify the additional information U MOBILE requires.
- (b) U MOBILE will notify Access Seekers within fifteen (15) Business Days of receiving the Forecast Information if the Forecast Information is accepted by U MOBILE.
- (c) If the Forecast Information is accepted, then Access Seekers may not cancel, vary or alter the Forecast Information, unless otherwise agreed in writing by U MOBILE.
- (d) U MOBILE may send a rejection notice to the Access Seeker within fifteen (15) Business Days of receipt of the Forecast Information if it rejects the Access Seeker's Forecast Information. The rejection notice will specify the reasons for rejection 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 Twelve Month Forecast, together with an offer by U MOBILE to meet with the Access Seeker within five (5) Business Days of the rejection notice, to discuss the rejection and alternative means to satisfy the Forecast Request.
- (e) U MOBILE may only reject a Twelve Month Forecast following provisional acceptance where U MOBILE reasonably believes that the Twelve Month Forecast is inaccurate or, there is insufficient capacity having regard to:
 - i. total current usage of the 5G Services by U MOBILE and all Access Seekers;
 - ii. the current rate of growth of the Access Seeker's usage of the 5G eMBB Service;
 - iii. the current rate of growth of total usage of the 5G eMBB Service by U MOBILE and all Access Seekers; and
 - iv. subject to **Sections 72.6 and 72.7**, the amount of capacity in the 5G Services that U MOBILE currently has available and can reasonably provision for the Access Seeker over the Twelve Month Forecast period,

which must be at least equivalent to that which U MOBILE can reasonably provision for itself.

72.5.4 Review of Forecasts upon Rejection

- (a) Upon the rejection of the Forecast Information by U MOBILE pursuant to **Section 72.5.3(d)**, the Access Seeker may within twenty-one (21) Business Days from the receipt of the rejection notice, review its Forecast Information and either:
 - i. confirm its rejected Twelve Month Forecast with an explanation on the reasons for U MOBILE to accept the Twelve Month Forecast; or
 - ii. re-submit an amended Twelve Month Forecast for U MOBILE's consideration.
- (b) If an Access Seeker submits an amended Twelve Month Forecast, U MOBILE shall reconsider the same and the provisions set out in this **Section 72.5.4** shall apply as if such amended Twelve Month Forecast were a new forecast.

72.5.5 Over-Forecasting

- (a) Access Seekers shall refrain from over-forecasting its requirements for the 5G eMBB Service.
- (b) U MOBILE reserves the right to assess, on a calendar year basis, the accuracy of the Access Seeker's Twelve Month Forecasts by comparing the forecasted capacity against the actual usage volume of 5G eMBB Service ordered by Access Seekers during that calendar year.
- (c) If this assessment indicates that an Access Seeker has substantially over-forecasted, leading to unnecessary investment, capacity reservation, or operational expenditure by U MOBILE, U MOBILE may seek to recover the reasonable and directly incurred costs attributable to such over-forecasting. If the Access Seeker's actual usage during the relevant calendar year is materially lower than the forecasted capacity, this shall be deemed an over-forecast.

72.5.6 Under-Forecasting

- (a) Access Seekers shall refrain from under-forecasting its requirements for the 5G eMBB Service.
- (b) In the event that an Access Seeker materially under-forecasts its capacity requirements, resulting in actual usage that causes degradation in the KQIs related to 5G eMBB Service as set out in **Paragraph 1 of Schedule F.4 (Quality of Service Levels)**, whether in relation to that Access Seeker's own services or those

experienced by other Access Seekers, U MOBILE shall not be held liable for such degradation.

- (c) Should U MOBILE become liable to compensate any other Access Seekers due to a failure to meet the applicable KQIs related to 5G eMBB Service set out in **Paragraph 1 of Schedule F.4 (Quality of Service Levels)** arising from such excessive usage, U MOBILE shall be entitled to recover from the Access Seeker responsible for the under-forecast the full amount of such compensation and any associated costs or losses incurred by U MOBILE.

72.5.7 Failure to Provide Forecasts

If the Access Seeker fails, neglects, or refuses to comply with its obligations set out in **Section 72.5**, U MOBILE may continue to provide access to the Access Seeker. However, such access may be limited to the level of usage or service provided in the previous year. This continued provision of access, if any, shall not affect U MOBILE's right to reduce the level of access to the Access Seeker as required to meet the needs of U MOBILE and other Access Seekers. In all cases, U MOBILE shall not be responsible for any loss, damages, costs or expenses arising to the Access Seeker.

72.6 Constrained Capacity

If U MOBILE reasonably believes that the capacity in the 5G eMBB Service required by:

- (a) the Access Seeker pursuant to the relevant Forecast;
- (b) other Access Seekers, pursuant to their relevant Forecasts; and
- (c) U MOBILE, 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 U MOBILE will be in a position to be able to provide, U MOBILE must:

- (a) notify all Access Seekers to whom relevant capacity is supplied; and
- (b) allocate the available capacity between itself, the Access Seeker and other Access Seekers in accordance with U MOBILE's Capacity Allocation Policy.

72.7 Capacity Allocation Policy

If U MOBILE claims or is likely to claim that it has insufficient capacity to meet an Access Seeker's Forecasts, U MOBILE shall maintain a Capacity Allocation Policy, which:

- (a) shall be disclosed, free of charge, to each Access Seeker upon entry into an Access Agreement, the Commission upon the Effective Date, to both Access Seekers with whom U MOBILE has an Access Agreement and the Commission each time it is amended;
- (b) shall set out the principles in accordance with which U MOBILE shall determine how to allocate capacity between its own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, in circumstances where the amount of capacity available is less than the aggregate of capacity required by U MOBILE's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest;
- (c) shall:
 - i. be fair and reasonable;
 - ii. be consistent, so far as practicable, with U MOBILE's general duty of non-discrimination in accordance with subsection 149(2) of the CMA;
 - iii. treat the requirements of all Access Seekers on an equivalent basis to the requirements of U MOBILE's own divisions, subsidiaries, partners or other entities in which it has a direct or indirect equity, contractual or other interest;
 - iv. allocate the available capacity in the 5G eMBB Service in proportion to U MOBILE's and each Access Seeker's initial Forecast and confirmed capacity order as captured under the executed Access Agreement; and
- (d) shall set out U MOBILE's plans to expand their capacity over time (if any), where such information must be provided to Access Seekers on a non-discriminatory basis in terms of its content and frequency of updates.

72.8 Charges and Charging Principles

72.8.1 Minimum term

Subscription to 5G eMBB Service shall be subject to a Minimum Service Term of ten (10) years, commencing from the service activation date.

72.8.2 Charges payable

The following table sets out the 5G eMBB Service rates applicable per Gbps per calendar month calculated based on the Access Seeker’s measured usage in accordance with the usage measurement methodology determined by U MOBILE:

Tier Volume	Rate (MYR)/Gbps	Billing Cycle
Tier 1: Minimum 800 Gbps	MYR 28,000	Monthly in arrears
Tier 2: > 800 Gbps	MYR 22,000	Monthly in arrears

By way of illustration, if the Access Seeker consumes 1,000 Gbps of usage in a calendar month, the fees for the calendar month will be:

1. The first 800 Gbps will be charged at Tier 1 rate of MYR 28,000/Gbps with a subtotal of MYR 22.4 million; and
2. The next 200 Gbps will be charged at Tier 2 rate of MYR 22,000/Gbps with a subtotal of MYR 4.4 million,

making the total fees for that calendar month, MYR 26.8 million for 1000 Gbps of usage.

The above illustration is provided for explanatory purposes only. The rates stated above, including the illustrative example, are exclusive of any applicable Taxes.

72.8.3 Additional Fees

U MOBILE may impose Access Seekers with additional fees in connection with the provisioning of access such as onboarding fees to the 5G eMBB Service. The scope, terms, and quantum of such additional fees shall be determined by U MOBILE and agreed with the Access Seeker.

73 5G IBC Service

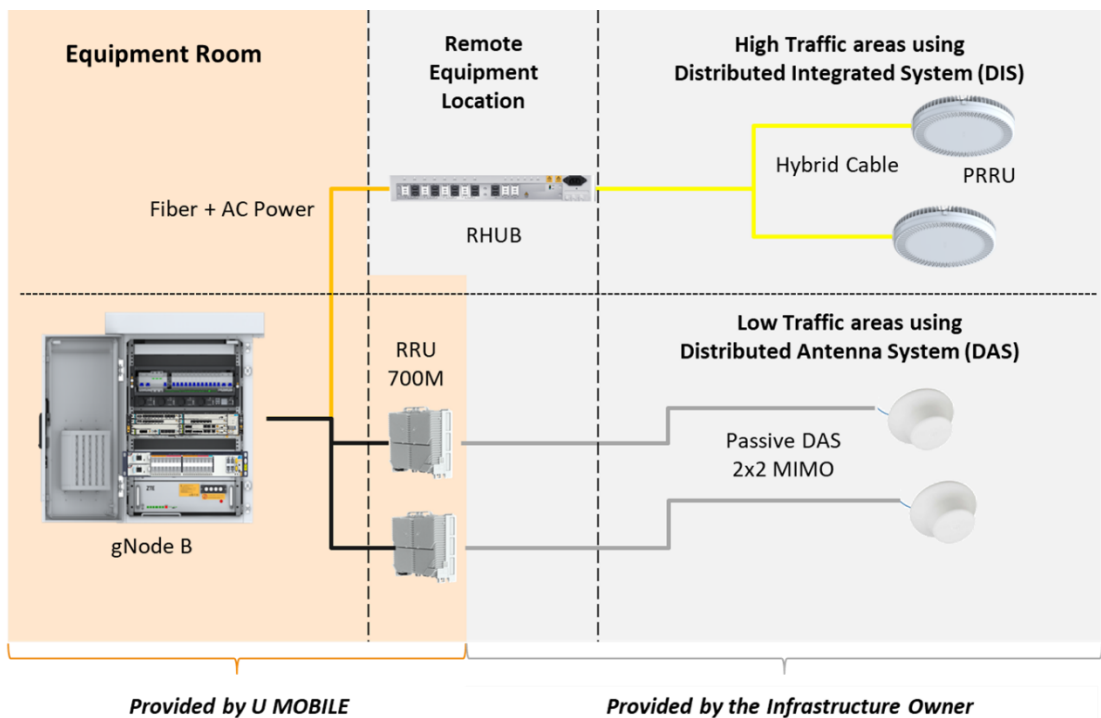
73.1 Product Details

- 73.1.1 U MOBILE's 5G IBC Service is designed to provide indoor eMBB capacity and coverage for Access Seekers through the deployment of In-Building Sites. The In-Building Sites will be rolled out by owners of the infrastructure of the In-Building Sites, which include U MOBILE, third parties such as network facility providers, or the Access Seekers themselves ("**Infrastructure Owner**").
- 73.1.2 Access Seekers who subscribe to the 5G IBC Service are eligible to request for access to specific In-Building Site(s) by submitting a Service Order Form. U MOBILE reserves the right, at its sole discretion, to approve the Access Seeker's Service Order Form subject to technical feasibility, capacity constraints, and any other applicable considerations.
- 73.1.3 During the Access Agreement negotiation process, U MOBILE may, upon request by the Access Seeker, disclose a list of In-Building Sites that are available at the time of the request. This list may include the location, capacity, the number of Access Seekers subscribing to each In-Building Sites, and 5G IBC Service Provision Fees. The Access Seeker acknowledges that such list is provided for information purposes only and is subject to change from time to time. U MOBILE shall not be required to disclose any information that it considers commercially sensitive or confidential, and such disclosure shall not constitute a binding offer or representation.
- 73.1.4 As stipulated in **Section 73.2**, U MOBILE shall deliver the 5G IBC Service through the provision of the gNode B-related Segment, which shall be governed by the terms of this RAO. In contrast, the Infrastructure Owner shall deliver the 5G IBC Service through the provision of Distributed Systems, which falls outside the scope of this RAO. Accordingly, Access Seekers subscribing to the 5G IBC Service shall be required to engage directly with the relevant Infrastructure Owners.
- 73.1.5 The 5G IBC Service provides one (1) Public Land Mobile Network ("**PLMN**") per Access Seeker for each In-Building Site(s) to which it subscribes. U MOBILE reserves the right, at its sole discretion, to approve the Access Seeker's request for additional PLMN(s), subject to technical feasibility, capacity constraints, and any other applicable considerations. Additional PLMN(s), if approved, shall be subject to separate charges payable by the Access Seeker.
- 73.1.6 The technical configurations, commercial arrangements and terms applicable to the 5G IBC Service shall be determined by U MOBILE in consultation with the Access Seeker.

73.1.7 Access Seekers shall be solely responsible for ensuring that their Network, systems, and equipment fully comply with the technical and operational requirements prescribed by U MOBILE to enable interoperability with the 5G IBC Service. U MOBILE shall not be liable for any service degradation, incompatibility, disruption or failure arising from the Access Seeker’s failure to meet such requirements.

73.2 Deployment Model of the 5G IBC Service

The deployment of each In-Building Site will comprise the following:



- (a) gNode B-related Segment will be solely deployed and managed by U MOBILE. This includes, but is not limited to, the 5G base station, 700MHz Remote Radio Unit (“RRU”), rectifier system, cell site router, fibre backhaul, and permanent power supply.
- (b) Distributed System will be deployed and managed by the Infrastructure Owner. This includes, but is not limited to, the Radio Hub (“RHUB”), Pico Remote Radio Unit (“PRRU”), and passive Distributed Antenna System (“DAS”). All deployments must comply with U MOBILE’s technical specifications and guidelines.

73.3 Indicative Service Activation Timeline

The indicative timeline for service activation of the specific In-Building Site that the Access Seeker is granted access to shall be mutually agreed between U MOBILE and the Access Seeker and may be dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability.

73.4 Capacity Allocation Policy

The Capacity Allocation Policy shall govern the manner in which capacity is assigned to Access Seekers for 5G IBC Service.

73.5 Capacity Upgrade

73.5.1 U MOBILE may, at its sole discretion, implement capacity upgrade measures for In-Building Sites, including but not limited to optimisation or enhancement works. Such upgrades may be triggered if:

- (a) the applicable KQI targets relevant for 5G IBC Service set out in **Paragraph 2 of Schedule F.4 (Quality of Service Levels)** are not met; or
- (b) U MOBILE determines whether an upgrade is otherwise necessary or appropriate.

U MOBILE shall notify the relevant Access Seekers of any technical improvements undertaken for the affected In-Building Site, including the associated costs and timelines.

73.5.2 Unless otherwise agreed, the costs associated with such capacity upgrades shall be borne equally by the relevant Access Seekers according to the number of PLMNs that each Access Seeker holds in the relevant In-Building Site. This cost-sharing arrangement shall apply irrespective of whether capacity upgrade is carried out to meet the relevant KQI targets for 5G IBC Service set out in **Paragraph 2 of Schedule F.4 (Quality of Service Levels)**, or for other reasons deemed appropriate by U MOBILE.

73.6 Charges and Charging Principles

73.6.1 Minimum term

Subscription to each In-Building Site shall be subject to a Minimum Service Term of ten (10) years, commencing from the onboarding date of the Access Seeker for the respective In-Building Site.

73.6.2 5G IBC Service Provision Fee

The 5G IBC Service Provision Fee applicable to the 5G IBC Service is charged on a per In-Building Site basis.

(a) The 5G IBC Service Provision Fee consists of:

- i. a one-off fee, covering initial provisioning and activation activities, including but not limited to, equipment installation and commissioning; and
- ii. and a monthly recurring service fee, covering the ongoing operation and support of the service, including but not limited to, maintenance, monitoring, and performance management.

(b) The allocation of the 5G IBC Service Provision Fee at each In-Building Site shall be as follows:

- i. Where only (1) PLMN is present at an In-Building Site, the Access Seeker holding that PLMN shall bear the total cost of the 5G IBC Service Provision Fee for that In-Building Site.
- ii. Where multiple PLMNs are active at an In-Building Site, the full 5G IBC Service Provision Fee of that specific In-Building Site shall be divided equally among the total number of PLMNs. Each Access Seeker will be charged proportionally based on the number of PLMN(s) it holds at that specific In-Building Site.

73.6.3 U MOBILE shall provide advance written notice to all existing Access Seekers at an In-Building Site prior to onboarding any additional PLMN(s) at that In-Building Site. Following such onboarding, the 5G IBC Service Provision Fee of that specific In-Building Site will be reallocated equally based on the updated total number of PLMNs.

73.6.4 Charges payable

The Charges applicable to the 5G IBC Service comprise the following:

- (a) the 5G IBC Service Provision Fee, which pertains to the service enabled by components within the gNode B-related Segment, and is governed by this RAO; and
- (b) the Passive Infrastructure Fee, covering the components within the Distributed Systems, and shall be payable directly by the Access Seeker to the Infrastructure Owner of the relevant In-Building Site as separately agreed between those Parties. For the avoidance of any doubt, the Infrastructure Owner may be U MOBILE or a third party.

The total Charges payable by the Access Seeker to U MOBILE for the 5G IBC Service will be calculated based on the aggregate of the 5G Service Provision Fees applicable to all In-Building Site(s) subscribed to by the Access Seeker.

73.6.5 Additional Fees

In addition to the 5G IBC Service Provision Fee, U MOBILE may impose Access Seekers with additional fees in connection with the provisioning of access to the 5G IBC Service. The scope, terms, and quantum of such additional fees shall be agreed in writing between U MOBILE and the Access Seeker.

74 5G Event Based Capacity and Coverage

74.1 Product Details

74.1.1 U MOBILE's 5G Event Based Capacity and Coverage is designed to provide temporary, location-specific eMBB capacity and/or coverage enhancements to eligible Access Seekers during a defined period and for a designated event, activity, or operational requirement. The 5G Event Based Capacity and Coverage shall not confer any guaranteed capacity or coverage and is always subject to the availability of U MOBILE's resources.

74.1.2 Access Seekers are able to subscribe to the 5G Event Based Capacity and Coverage provided that they also subscribe to the 5G eMBB Service.

74.1.3 U MOBILE will offer the following types of 5G Event Based Capacity and Coverage:

(a) **National Event Capacity and Coverage ("NECC")**

- i. The NECC is designed to support high-impact National Events that require temporary Network capacity or coverage enhancements at specific locations. The classification of what qualifies as a National Event shall be determined solely by U MOBILE, based on factors such as national

significance, involvement of Government Agencies or regulatory authorities, and potential impact on national interest or public connectivity.

- ii. All Access Seekers subscribed to the 5G eMBB Service shall, by default, be granted access to and be onboarded for the NECC deployment and Access Seekers will be subject to all applicable fees related to each deployment.
- iii. Access Seekers must submit a Service Order Form for the purpose of requesting deployment of the NECC.

(b) On-Demand Event Capacity and Coverage (“OECC”)

- i. The OECC is a request-based deployment, activated upon an Access Seeker’s submission of a Service Order Form to meet temporary event-specific capacity or coverage needs at a designated location.
- ii. Access Seekers can request for temporary deployment under the OECC, by submitting a Service Order Form thirty (30) days in advance of the Access Seeker’s proposed date of deployment. U MOBILE reserves the right, at its sole discretion, to approve the Service Order Form subject to technical feasibility, capacity constraints, and any other applicable considerations.
- iii. U MOBILE reserves the right to reject any request for the deployment of the OECC that does not comply with the lead time or operational requirements determined by U MOBILE. For the avoidance of doubt, U MOBILE shall not be liable for any delay, non-deployment, or service failure arising from insufficient notice, incomplete request information, or failure by the Access Seeker to comply with applicable onboarding or technical requirements.
- iv. To ensure continuity and consistent user experience across the 5G network during temporary deployments, it is necessary to onboard all Access Seekers subscribed to 5G Event Based Capacity and Coverage, subject to their continued compliance with the terms of this Access Agreement.
- v. The Access Seeker to request an OECC deployment for the purpose of this **Section 74** will receive a higher allocation of Physical Resource Blocks (“PRB”) to reflect its deployment priority, whereas all other onboarded Access Seekers, including U MOBILE, will be allocated only the minimum PRB resources necessary to maintain service continuity.

74.1.4 The technical configurations, commercial arrangements and terms applicable to the 5G Event Based Capacity and Coverage shall be determined by U MOBILE in consultation with the Access Seeker.

74.1.5 The Access Seeker shall be solely responsible for ensuring that its Network and Equipment fully comply with the technical and operational requirements prescribed by U MOBILE to enable interoperability with the 5G Event Based Capacity and Coverage. U MOBILE shall bear no responsibility for any service degradation, incompatibility, disruption or failure resulting from the Access Seeker's failure to meet such requirements.

74.2 Indicative Service Activation Timeline

The indicative timeline for service activation for each type of temporary deployment under the 5G Event Based Capacity and Coverage is set out as follows:

- (a) The indicative timeline for the NECC shall be determined by U MOBILE at its sole discretion.
- (b) The indicative timeline for the OECC shall be subject to mutual agreement between U MOBILE and the Access Seeker who requested for the temporary deployment.

The indicative timeline may be dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability to U MOBILE.

74.3 Charges and Charging Principles

74.3.1 Charges payable

The Charges related to the temporary deployment under the 5G Event Based Capacity and Coverage are set out as follows:

- (a) the Charges for NECC-related deployment will be notified by U MOBILE and shall be borne equally between U MOBILE and Access Seekers.
- (b) the Charges for OECC-related deployment will be notified by U MOBILE and borne solely by the Access Seeker.

74.3.2 Additional fees

U MOBILE may impose Access Seekers with additional fees related to the provision of access to the 5G Event Based Capacity and Coverage. The scope, terms, and quantum of such additional fees shall be agreed in writing between U MOBILE and the Access Seeker.

75 5G Bespoke Coverage

75.1 Product Details

- 75.1.1 U MOBILE's 5G Bespoke Coverage is designed to provide eMBB coverage to eligible Access Seekers through the deployment of Macro Site(s) that fall beyond the scope of the 5G eMBB Service Specifications.
- 75.1.2 Only Access Seekers who subscribe to the 5G eMBB Service are eligible to subscribe for the 5G Bespoke Coverage. Eligibility does not constitute automatic subscription or entitlement to the 5G Bespoke Coverage, and each request shall be subject to U MOBILE's separate review and approval on a case-by-case basis.
- 75.1.3 U MOBILE shall have sole and absolute discretion to approve, reject or impose conditions on any such request for the Macro Site(s) to be deployed under the 5G Bespoke Coverage ("**Bespoke Macro Site(s)**") based on technical feasibility, spectrum availability, infrastructure resources, and other relevant commercial, operational or regulatory considerations U MOBILE deems relevant. Where a request is approved, U MOBILE shall disclose the relevant technical details and commercial arrangements of the Bespoke Macro Site(s) deployed under the 5G Bespoke Coverage to all Access Seekers subscribed to the 5G eMBB Service.
- 75.1.4 Access Seekers who subscribe to the 5G Bespoke Coverage are eligible to request for Bespoke Macro Site(s) by submitting a Service Order Form. U MOBILE reserves the right, at its sole discretion, to approve the Access Seeker's Service Order Form subject to technical feasibility, capacity constraints, and any other applicable considerations.
- 75.1.5 Access Seekers acknowledge and agree that any Bespoke Macro Site(s) shall not be treated as dedicated infrastructure for the exclusive use of any Access Seeker, including the Access Seeker who requested the deployment of such Bespoke Macro Site(s). For the avoidance of doubt, Access Seekers requiring dedicated Bespoke Macro Site(s) for their exclusive usage shall refer to the 5G Private Network set out in **Section 77**.
- 75.1.6 To ensure continuity of 5G Services provided through 5G Bespoke Coverage and consistent user experience across Access Seekers, it is necessary to onboard all Access Seekers subscribed to 5G eMBB Service to the Bespoke Macro Site(s), subject to their continued compliance with the terms of the Access Agreement. Access Seekers who subscribe to the Bespoke Macro Site(s), for the purpose of this **Section 75**, will be allocated a higher share of PRBs to reflect its priority, whereas all other Access Seekers, including U MOBILE, will be allocated only the minimum PRB resources necessary to maintain service continuity.

75.1.7 The technical configurations, commercial arrangements and terms applicable to the 5G Bespoke Coverage shall be determined by U MOBILE in consultation with the requesting Access Seeker.

75.1.8 Access Seekers shall be solely responsible for ensuring that its Network, systems, and equipment fully comply with the technical and operational requirements prescribed by U MOBILE to enable interoperability with the 5G Bespoke Coverage. U MOBILE shall not be liable for any service degradation, incompatibility, disruption or failure resulting from the Access Seeker's failure to meet such requirements.

75.2 Indicative Service Activation Timeline

The indicative timeline for service activation for the Bespoke Macro Site(s) shall be mutually agreed between U MOBILE and the requesting Access Seeker, and may be dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability.

75.3 Charges and Charging Principles

75.3.1 Term

Access to the Bespoke Macro Site(s) is contingent upon Access Seekers having subscribed to the 5G eMBB Service. The subscription term for each such Bespoke Macro Site shall be aligned with, and shall not exceed, the remaining term of the Access Seeker's subscription to the 5G eMBB Service.

By way of illustration, where the Access Seeker has seven (7) years remaining under its 5G eMBB Service subscription, the corresponding Bespoke Macro Site(s) under the 5G Bespoke Coverage shall likewise be limited to a term of seven (7) years, notwithstanding any longer term that may have otherwise been proposed or requested.

75.3.2 Charges payable

The Charges related to the Bespoke Macro Site(s) will be notified by U MOBILE.

75.3.3 Additional fees

U MOBILE may impose Access Seekers with additional fees in connection with the provisioning of access to the 5G Bespoke Coverage. The scope, terms, and quantum of such additional fees shall be agreed in writing between U MOBILE and the Access Seeker.

76 5G Smart Slice

76.1 Product Details

- 76.1.1 U MOBILE's 5G Smart Slice enables the prioritisation of specific traffic over others, ensuring higher precedence in Network resource allocation without modifying base parameters such as latency or bandwidth.
- 76.1.2 5G Smart Slice will be offered through the Macro Sites and In-Building Sites deployed for the 5G eMBB Service, 5G Bespoke Coverage, or 5G IBC Service. Only Access Seekers who subscribe to the relevant Primary Products may request access to the 5G Smart Slice. For the avoidance of doubt, an Access Seeker who subscribes to a specific In-Building Site under the 5G IBC Service can only request for access to the 5G Smart Slice supported by the relevant In-Building Site.
- 76.1.3 U MOBILE will offer the following types of the 5G Smart Slice:
- (a) Standardised Slice
 - A predefined Network slice with fixed parameters determined solely by U MOBILE.
 - (b) Customised Slice
 - i. A customised Network slice that is tailored according to an Access Seeker's requirements, enabling the configuration of specific Network parameters to meet the requirements of mission-critical or highly specialised use cases.
 - ii. The provision of the Customised Slice is subject to technical feasibility and any required regulatory approval of the requested configuration.
- 76.1.4 Access Seekers who subscribe to the 5G Smart Slice are eligible to request for a variant of 5G Smart Slice by submitting a Service Order Form. U MOBILE reserves the right, at its sole discretion, to approve the Access Seeker's Service Order Form subject to technical feasibility, capacity constraints, and any other applicable considerations.
- 76.1.5 Access Seekers may request access to one or more variants provided that the 5G Smart Slice has been subscribed to through the Access Agreement executed between the Parties. All such requests shall be subject to U MOBILE's sole and absolute discretion, including the right to approve, reject or impose conditions on any request for access to the variant by the Access Seekers, subject to technical feasibility, capacity constraints, and any other applicable commercial, operational or regulatory considerations U MOBILE deems relevant. Each subscribed variant shall be treated as a distinct

configuration and governed separately under the terms of this RAO and the Access Agreement.

76.1.6 The technical configurations, commercial arrangements and terms applicable to the 5G Smart Slice shall be determined by U MOBILE in consultation with the Access Seeker.

76.1.7 Access Seekers shall be solely responsible for ensuring that its Network, systems, and equipment fully comply with the technical and operational specifications prescribed by U MOBILE to enable interoperability with the 5G Smart Slice. U MOBILE shall not be liable for any service degradation, incompatibility, disruption, or failure resulting from the Access Seeker's failure to meet such requirements.

76.2 Indicative Service Activation Timeline

The indicative timeline for service activation for each variant of the 5G Smart Slice shall be mutually agreed between U MOBILE and the Access Seeker, and may be dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability.

76.3 Charges and Charging Principles

76.3.1 Minimum Service Term

the Minimum Service Term of the variant subscribed by the Access Seeker shall correspond to and run concurrently with the Service Term of the Primary Product to which the variant is contractually tied.

76.3.2 Charges payable

The Charges related to the 5G Smart Slice will be notified by U MOBILE.

77 5G Private Network

77.1 Product Details

- 77.1.1 U MOBILE's 5G Private Network is designed to provide dedicated, secure, and logically segregated 5G connectivity exclusively for the use of a single Access Seeker. The 5G Private Network supports configurable capabilities, including but not limited to PRB allocation, latency optimisation, reliability parameters, and coverage footprint.
- 77.1.2 The 5G Private Network will be delivered via reserved PRBs over shared 5G RAN and infrastructure utilised for the 5G eMBB Service or the 5G IBC Service, as well as any additional Macro Sites or In-Building Sites that U MOBILE may deploy specifically for the 5G Private Network.
- 77.1.3 Access Seekers may subscribe to the 5G Private Network by submitting a Service Order Form. Where Access Seeker wishes to subscribe to the 5G Private Network for use at specific In-Building Site(s), the Access Seeker must first be a subscriber of the 5G IBC Service for those Site(s). All such requests are subject to U MOBILE's approval, at its sole discretion, and will depend on technical feasibility, capacity constraints, and other applicable considerations.
- 77.1.4 Access Seekers shall provide U MOBILE with the proposed technical design and requirements for the 5G Private Network, which include but are not limited to, the deployment configuration type, number of site(s) required, coverage area and sub-area(s), capacity, and other relevant parameters.
- 77.1.5 U MOBILE shall have the sole and absolute discretion, to approve, reject or impose conditions on any request for the 5G Private Network by the Access Seekers, subject to technical feasibility, capacity constraints, and any other applicable commercial, operational or regulatory considerations U MOBILE deems relevant.
- 77.1.6 U MOBILE's scope of work shall include:
- (a) planning and coordination, service validation, spectrum allocation, and provision of radio-related equipment and services;
 - (b) subject to Access Seeker's final Network requirements, provision of underlying infrastructure and transport, when the 5G Private Network is delivered via 5G eMBB Service's Macro Site(s) or 5G IBC Service's In-Building Site(s); and
 - (c) subject to Access Seeker's final Network requirements, interconnection arrangements for traffic routing and monitoring, when the 5G Private Network

is delivered via additional Macro Site(s) and/or In-Building Site(s) specifically deployed for the use of the 5G Private Network.

77.1.7 Access Seekers shall be responsible for:

- (a) Establishing the necessary interconnection with U MOBILE's POI and/or deploying and maintaining their own transport interconnection at the premises, when the 5G Private Network is delivered via 5G eMBB Service's Macro Site(s) or 5G IBC Service's In-Building Site(s); and
- (b) Deploying and maintaining their own infrastructure and transport facilities necessary to support the delivery of the 5G Private Network via new Bespoke Macro Site(s) and/or In-Building Site(s) specifically deployed for the use of the 5G Private Network.

77.1.8 Access Seekers may subscribe to multiple variants of the 5G Private Network provided that the 5G Private Network has been subscribed to through the Access Agreement executed between the Parties, with each variant representing a distinct deployment configuration. Each variant shall be treated independently and shall be subject to the terms and conditions of this RAO.

77.1.9 The technical configurations, commercial arrangements and terms applicable to the 5G Private Network shall be determined by U MOBILE in consultation with the Access Seeker.

77.1.10 Access Seekers shall be solely responsible for ensuring that its Network, systems, and equipment meet the technical and operational requirements necessary to maintain interoperability with the 5G Private Network. U MOBILE shall not be liable for any service degradation, failure, incompatibility, disruption or failure arising from the Access Seeker's non-compliance.

77.2 Indicative Service Activation Timeline

The indicative timeline for service activation for each variant of the 5G Private Network shall be mutually agreed between U MOBILE and the Access Seeker, and may be dependent on the Access Seeker's timely fulfilment of all technical, operational, and commercial prerequisites specified by U MOBILE. Any delays attributable to the Access Seeker shall not affect U MOBILE's obligations or give rise to any liability.

77.3 Charges and Charging Principles

77.3.1 Minimum term

The Minimum Service Term for each variant of the 5G Private Network is five (5) years from the service activation date.

77.3.2 Charges payable

The Charges related to the 5G Private Network will be notified by U MOBILE.

77.3.3 Additional fees

U MOBILE may impose additional fees on the Access Seeker for any activity related to the modification, upgrade or termination of the 5G Private Network. Such fees shall be determined by U MOBILE and agreed with the Access Seeker.

Part F – Schedules

This part sets out the various Schedules which will be attached to the Access Agreement:

- Schedule F.1 - Dispute Resolution Procedure**
- Schedule F.2 - Definitions and Construction**
- Schedule F.3 - Fault Rectification Response Times**
- Schedule F.4 - Quality of Service Levels**
- Schedule F.5 - Confidentiality Agreement**

Schedule F.1 – Dispute Resolution Procedures

1. Overview

This **Schedule F.1 (Dispute Resolution Procedures)** sets out the procedures for resolving any dispute between U MOBILE and an Access Seeker arising in connection with the Access Agreement.

2. Introduction

2.1 Subject to **Paragraph 2.2(b)** of this Schedule, U MOBILE and an Access Seeker shall adopt and comply with these Dispute Resolution Procedures in relation to any dispute which may arise between an Access Seeker and U MOBILE in relation to or in connection with the supply of the 5G Services to which the Access Agreement applies ("**Access Agreement Dispute**").

2.2 The following dispute resolution mechanisms are discussed in this Paragraph:

- (a) Steering Group; and
- (b) subject to specific resolution of disputes, being:
 - i. technical disputes (which must follow the procedure set out in **Paragraph 5** of this Schedule if they cannot be resolved through the application of the general dispute resolution provisions in **Paragraphs 3** and **4** of this Schedule);
 - ii. Billing Disputes which must follow the procedures set out in **Paragraph 6** of this Schedule; or
 - iii. any other types of disputes, which, if cannot be resolved through the application of the general dispute resolution provisions in **Paragraphs 3** and **4** of this Schedule, must be referred to the Commission for resolution.

2.3 An Access Agreement Dispute shall first be attempted to be resolved by negotiation between the Parties. If the Parties to the Access Agreement Dispute cannot or otherwise fail to reach an agreement, the Parties shall always be entitled to seek resolution of the Access Agreement 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 Access Agreement Dispute is not trivial, frivolous or vexatious; and
 - (c) the resolution of the Access Agreement Dispute would promote the objects in the Act.
- 2.4 Unless stated otherwise, all references to sections, subsections and paragraphs in this Schedule are references to sections, subsections and paragraphs of this Schedule.

3. General

- 3.1 A Party may not commence court proceedings relating to an Access Agreement 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 3 shall be construed as ousting the jurisdiction of any court.
- 3.2 Both Parties to an Access Agreement Dispute shall ensure that their representatives acting in relation to an Access Agreement Dispute are of sufficient seniority and have authority to settle an Access Agreement 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 the representative, a Party may require that those matters be referred to more senior officers of that Party who have authority to settle those matters.
- 3.3 During an Access Agreement Dispute and any dispute resolution process invoked in accordance with this Schedule, U MOBILE and Access Seeker must continue to fulfil their obligations under the Access Agreement.
- 3.4 Subject to **Paragraph 3.5** of this Schedule, the Parties to an Access Agreement Dispute shall exchange information of a type described in this RAO during the course of, and to facilitate, resolution of the Access Agreement Dispute.
- 3.5 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 Agreement.

- 3.6 A Party must not use information obtained under **Paragraph 3.4** of this Schedule or described in **Paragraph 3.5** of this Schedule for any purpose other than to resolve the Access Agreement Dispute.
- 3.7 Subject to Chapter 7 of Part V of the Act (as applicable), an arbitrator of an Access Agreement Dispute (including a Technical Expert or the Commission, in accordance with this Schedule) may decide not to determine the Access Agreement Dispute if the arbitrator considers that the Access Agreement Dispute is trivial, frivolous or vexatious, or if there is insufficient evidence before the arbitrator to determine the Access Agreement Dispute.
- 3.8 The costs of the arbitration are to be shared equally between the Parties, unless the arbitrator of the Access Agreement Dispute has decided not to determine the Access Agreement Dispute in accordance with Paragraph 3.7 of this Schedule above. If an arbitrator decides not to determine the Access Agreement Dispute, the Party that initiated the Dispute must pay the other Party's costs.

4. Steering Group

- 4.1 In the first instance the Access Seeker and U MOBILE should attempt to resolve the Access Agreement Dispute between themselves. Either Party may give written notice ("**Steering Group Notice**") to the other Party ("**Receiving Party**") stating its intention to form, within ten (10) Business Days, a Steering Group and outline the details of the Dispute.
- 4.2 U MOBILE and the Access Seeker shall form the Steering Group within ten (10) Business Days, to fulfil the requirements of **Paragraph 4.1** of this Schedule. The Steering Group shall comprise of representatives of the Parties, and be headed by a person who is authorised by the management of U MOBILE.
- 4.3 The Parties shall provide for:
- (a) subject areas to be dealt with by the Steering Group;
 - (b) equal representation by the Access Seeker and U MOBILE;
 - (c) chairmanship and administrative functions of the working group to be shared equally; and
 - (d) formal notification procedures to the Steering Group.
- 4.4 U MOBILE and the Access Seeker shall use reasonable endeavours to attempt to settle the Access Agreement Dispute in the working group for a period of no longer than thirty (30) Business Days from the date of the Steering Group Notice unless otherwise agreed by the Parties, subject always to a Party's right to seek urgent interlocutory relief.

- 4.5 In the event that the Parties cannot resolve the Dispute between themselves within the time specified in **Paragraph 4.4** of this Schedule or after any agreed time extension has expired, either Party may notify the other Party that it wishes to refer the issue to:
- (a) to the extent the issues in dispute are technical in nature, to a Technical Expert (in accordance with **Paragraph 5** of this Schedule); or
 - (b) to the Commission for final arbitration.

5. Use of a Technical Expert

- 5.1 An Access Agreement Dispute will only be referred to a Technical Expert if the provisions of **Paragraph 4** of this Schedule have been complied with.
- 5.2 Once an Access Agreement Dispute is referred to a Technical Expert, it may not be referred back to Steering Group.
- 5.3 The person to whom a technical dispute may be referred under this Schedule:
- (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
 - (c) dispute, including knowledge of the communications industry;
 - (d) need not be a Malaysian citizen or resident; and
 - (e) will not be an officer, director, or employee of a communications
 - (f) company or otherwise have a potential for conflict of interest
- ("Technical Expert").
- 5.4 If the Parties fail to appoint a Technical Expert within ten (10) Business Days of the need to refer an Access Agreement Dispute to a Technical Expert, a Technical Expert will be appointed by the Commission.
- 5.5 When relying on the services of a Technical Expert, the following dispute resolution procedures 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. No further submissions in reply shall be made except with the Technical Expert's approval.

- 5.6 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.
- 5.7 Should a Technical Expert hearing be held, each Party will have the opportunity of making an oral submission in addition to the written submissions submitted in **Paragraphs 5.5** and **5.6** of this Schedule. This process will be conducted in private.
- 5.8 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.
- 5.9 The Technical Expert will not have the power to appoint any other experts.
- 5.10 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.
- 5.11 Every Access Agreement Dispute referred to a Technical Expert will be considered separately so that time limits for each Access Agreement Dispute are complied with.
- 5.12 The Technical Expert's decision will be binding on the Parties (in the absence of manifest error of fact or Law).
- 5.13 For the avoidance of doubt, an Access Agreement Dispute shall not be referred to the Commission once it has been referred to a Technical Expert. The Technical Expert shall be the one determining the Access Agreement Dispute.

6. Billing Dispute Resolution

- 6.1 **Paragraph 6** of this Schedule addresses only escalation and procedural handling of Billing Disputes. The substantive billing mechanics (including timelines, thresholds, withholding rights, interest, back-billing, provisional billing and payment obligations) are governed by **Section 40**, and this **Paragraph 6** applies only where a Billing Dispute remains unresolved under **Section 40**.
- 6.2 If the Parties are unable to resolve a Billing Dispute in accordance with **Section 40** within thirty (30) Business Days (or such other period as agreed), the matter may be escalated under this Schedule by notice to U MOBILE's Billing Representative. Each Party shall appoint a designated representative with authority to settle the Billing Dispute, and such representatives shall negotiate in good faith within sixty (60) Business Days.

- 6.3 If the Billing Dispute remains unresolved after the escalation process in **Paragraph 6.2** of this Schedule, either Party may refer the Billing Dispute to the Commission in accordance with the Act.
- 6.4 All timelines, thresholds, withholding rights, interest and payment obligations applicable to Billing Disputes are exclusively set out in **Section 40**.
- 6.5 The Access Seeker may withhold payment of amounts disputed in good faith in accordance with **Sections 40.3.2**. If the Billing Dispute is resolved against the Access Seeker, the Access Seeker shall be required to pay interest at the rate specified in **Section 40.7** on the amount payable from the due date of the disputed invoice until the date of payment.
- 6.6 Where the Access Seeker has paid an amount and subsequently notifies U MOBILE of a Billing Dispute in relation to that amount within the Billing Dispute Notification Period, U MOBILE 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 U MOBILE is obliged to refund an amount to the Access Seeker, interest will be payable on the refunded amount at the rate specified in **Section 40.7**. In such circumstances, interest will be payable from the date the Access Seeker paid the disputed amount to the date of the refund by U MOBILE.
- 6.7 The Parties agree to use their reasonable endeavours to promptly resolve any Billing Dispute notified under this **Paragraph 6** of this Schedule.
- 6.8 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.
- 6.9 To the extent that a Billing Dispute notified under this Paragraph involves a Billing Dispute with an international correspondent of U MOBILE, 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 U MOBILE must promptly inform the Access Seeker of the likely period required for resolution.
- 6.10 Once the negotiation period **Paragraph 6.8** of this Schedule (including any extension agreed) and any suspension period under **Paragraph 6.9** of this

Schedule have expired, the Billing Dispute may be referred by the Access Seeker to the procedure described in **Paragraph 6.11** of this Schedule ("**Billing Dispute Escalation Procedure**").

- 6.11 The Access Seeker may refer a Billing Dispute to the Billing Dispute Escalation Procedure under this **Paragraph 6.11** by notifying U MOBILE's Billing Representative. Both Parties shall then appoint a designated representative 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 or the Access Agreement, as applicable. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve such Billing Dispute within sixty (60) Business Days of the Billing Dispute Notice. 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.
- 6.12 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 from the date of resolution of the Billing Dispute.
- 6.13 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 Schedule 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.
- 6.14 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.

- 6.15 Enquiries relating to billing, collecting and settlement arrangements or in relation to Network and operational issues may be directed to the Billing Representatives nominated by each Party.

- 6.16 Either Party may at any time nominate another Billing Representative, provided that ten (10) Business Days prior notification of such appointment is given.
- 6.17 If the Billing Dispute Escalation Procedure has been exhausted, either Party may refer the Billing Dispute to the Commission for resolution under Chapter 7 of Part V of the Act.

Schedule F.2 – Definitions and Construction

1. Definitions

The following words used in this RAO shall bear the following meanings, unless the context otherwise requires:

3GPP	means the Third Generation Partnership Project, being the organisation that defines technology standards for broadband cellular Networks.
5G	means the fifth-generation technology standard for broadband cellular Networks, as defined by the 3GPP.
5G eMBB Service KQI	has the meaning ascribed to it in Paragraph 1.1 of Schedule F.4 (Quality of Service Levels) .
5G eMBB Service Specifications	means the specifications of the 5G eMBB Service as set out in Section 72.1.2 , as may be updated by U MOBILE from time to time.
5G IBC Service KQI	has the meaning ascribed to it in Paragraph 2.1 of Schedule F.4 (Quality of Service Levels) .
5G IBC Service Provision Fee	means the fees payable by the Access Seeker to U MOBILE for gNode B-related Segment to be solely deployed and managed by U MOBILE. This includes, but not limited to, the 5G base station, 700MHz Remote Radio Unit, rectifier system, cell site router, fibre backhaul, and permanent power supply.
5G Radio Access Network or 5G RAN	means the part of a wireless mobile telecommunications system, defined by 3GPP standards, that uses 5G New Radio (NR) in both Non-Standalone (NSA) and Standalone (SA) modes to wirelessly connect Customer devices

	to the Access Seeker’s Core Network, enabling the delivery of voice, data, and digital services.
5G Services	means any products or services provided by U MOBILE as set out in Part E , on the U MOBILE 5G Access Network .
5G Service-Based Architecture	means the 5G Core network architecture specified in 3GPP standards, in which core network functions communicate with each other through service-based interfaces, using standardised protocols to enable control and user plane separation, network function interaction, and support for features such as network slicing.
ABAC and AML Laws	has the meaning ascribed to it in Section 58.2.1 .
Access Agreement	<p>means the formal, binding agreement entered into between U MOBILE and the Access Seeker pursuant to this RAO for access to one or more 5G Services. The Access Agreement includes:</p> <ul style="list-style-type: none"> (a) any Supplemental Agreement executed by the Parties in respect of additional 5G Services subscribed to after the initial execution of the Access Agreement; (b) the Access Seeker’s first order for the relevant 5G Service(s), which must be agreed and signed concurrently with the execution of the Access Agreement or Supplemental Agreement; and (c) all Service Order Forms submitted by the Access Seeker for both the initial order and additional or subsequent orders of the same 5G Service(s) covered under the Access Agreement or Supplemental Agreement. <p>Together, these documents form a single contractual framework governed by the terms</p>

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	of the Access Agreement and lodged with the Commission in accordance with the CMA.
Access Agreement Dispute	has the meaning given to in Paragraph 2.1 of Schedule F.1 (Dispute Resolution Procedures) .
Access List	means the list of Network facilities and Services as determined by the Commission Determination on Access List (Determination No.6 of 2021) which came into force on 15 December 2021.
Access Provider	means a network facilities provider, a network service provider, an applications service provider or a content applications service provider who is a licensee as defined in the CMA.
Access Request	means the formal request for access made by the Access Seeker pursuant to Section 12 and containing the information required in the same Section.
Access Request Form	means an application form submitted by an Access Seeker in substantially the form set out under Part G .
Access Seeker	means a network facilities provider, a network service provider, an applications service provider or a content applications service provider who is a licensee as defined in the CMA and who makes a written request for access to the Services.
Access Seeker Data	has the meaning ascribed to it in Section 43.3.1 .
Access Seeker's Proposed Transaction	has the meaning ascribed to it in Section 51.1.1 .
Adjustment Period	has the meaning ascribed to it in Section 40.9.1 .

Affiliates	means any company or other entity that directly or indirectly through one or more intermediary, controls or is controlled by or is under common control with a Party. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company.
Bespoke Macro Site	has the meaning ascribed to it in Section 75.1.3 .
Billing Dispute	means the dispute of an Invoice issued by U MOBILE to the Access Seeker, which is made in good faith.
Billing Dispute Escalation Procedure	has the meaning ascribed to it in Paragraph 6.10 of Schedule F.1 (Dispute Resolution Procedures) .
Billing Dispute Notice	means the written notification made by the Access Seeker to U MOBILE in relation to a billing dispute.
Billing Period	means the period over which the supply of access to the 5G Services and/or Facilities is measured for the purposes of billing as contemplated in Section 40.1.5 which shall be no more than one (1) month and in accordance with the relevant calendar month, unless otherwise agreed between the Parties in the Access Agreement.
Billing Representative	means a representative of the Party, appointed in accordance with Paragraph 6.15 of Schedule F.1 (Dispute Resolution Procedures) .
Brand	means any logo, trademark (whether registered or unregistered) or any other sign used to distinguish a product or service.
Business Day	means a day other than the following days: (a) a Saturday and Sunday; (b) in states where

	Friday is observed as the weekly holiday, a Friday and Saturday; or (c) a day which is lawfully observed as a national public holiday throughout Malaysia.
Capacity Allocation Policy	means the policy maintained by U MOBILE in accordance with Section 72.7 , setting out the principles and methodology for allocating the relevant 5G Service capacity among U MOBILE and Access Seekers in circumstances where capacity is constrained.
Charges	means the sums payable by the Access Seeker to U MOBILE for the provision of and/or accessing the 5G Services as set out in this RAO or the Access Agreement, including any one-off or any other additional fees chargeable by U MOBILE. This excludes any applicable Taxes imposed under any applicable Law in connection with such sums.
Cluster	means sub-area based on the administrative division (daerah or districts) in Malaysia, made up of Site(s) where U MOBILE 5G Access Network is or will be made available as defined by U MOBILE and amended from time to time.
CMA	means the Communications and Multimedia Act 1998 (Act 588) as amended by the Communications and Multimedia (Amendment) Act 2025.
Co-Location Facility	means any co-location facilities owned and operated by or for U MOBILE.
Commencement Date	means the date mutually agreed in writing by the Parties as the commencement date of the Access Agreement, which may differ from its execution date, provided that if no such date is agreed within thirty (30) Business Days of

	execution, the execution date shall be deemed the Commencement Date.
Commercial Traffic	means live Customer data traffic or services carried over the U MOBILE 5G Access Network in a production environment, excluding any test traffic, pre-commercial trials, or internal Network validation activities.
Commission	means the Malaysian Communications and Multimedia Commission, the regulatory authority established under the CMA, responsible for the regulation and oversight of the communications and multimedia industry in Malaysia, including enforcement of the CMA and all subsidiary legislations, codes, standards, and guidelines issued thereunder.
Confidentiality Agreement	means the agreement in the format determined by U MOBILE.
Confidential Information	has the meaning ascribed to it in the Confidentiality Agreement executed by the Parties.
Consequential Loss	means any loss or damage that arises as an indirect result of the event that caused it, rather than as a direct or immediate consequence. This includes, without limitation, loss of anticipated profits, missed business opportunities, data corruption or loss, damage to commercial reputation or goodwill, reduction in expected savings, and loss of income or revenue.
Core Network	means dedicated system of Access Seeker compliant to 3GPP standards for NSA and SA that interconnects with the 5G RAN under a MOCN arrangement, through which the Access Seeker manages subscribers, authentication, policies, service quality, and delivery of its own services independently, while ensuring

	compliance with applicable regulatory and security obligations.
Coverage of Populated Area or COPA	means the percentage of the Malaysian population and/or area that U MOBILE targets to cover as part of the 5G Services rollout.
Customer	means in relation to an Operator, a person having a contractual relationship with the Operator for the provision of communications services.
Customer Information	<p>means any information, data or content, whether in written, oral, visual, electronic or any other form, and whether provided directly or indirectly by an Access Seeker to U MOBILE in connection with or arising from the provision of 5G Services under this RAO, that relates to the Access Seeker’s Customers, including but not limited to:</p> <ul style="list-style-type: none"> (a) names, addresses, contact details, personal identifiers; (b) SIM, device or equipment information; (c) billing and usage data (voice, SMS, data volumes, duration, location data); (d) technical identifiers (e.g., IP addresses, IMSI, MSISDN); (e) service activation, service levels, and support tickets; (f) authentication credentials or configuration files; and (g) and any other data derived from Network traffic attributable to the Access Seeker’s Customers. <p>For the avoidance of doubt, Customer Information does not include:</p>

	<p>(a) information already lawfully in the possession of U MOBILE and not obtained in connection with this RAO;</p> <p>(b) information that is independently conceived or developed by U MOBILE without use of, reliance on, and/or reference to the Access Seeker’s data;</p> <p>(c) information that is or becomes publicly available through no fault of U MOBILE; or</p> <p>(d) aggregated and anonymized information that cannot reasonably be used to identify any individual customer or Access Seeker.</p>
<p>Decommissioning Notice</p>	<p>means a written notice issued by U MOBILE to an Access Seeker informing of U MOBILE’s intention to permanently cease the operation of a specific POI, and setting out reasonable details and timelines for such cessation.</p>
<p>Designated IBCs</p>	<p>means the fifty (50) In-Building Sites designated by U MOBILE under the 5G eMBB Service Specifications, to which Access Seekers shall be granted access on a free-of-charge basis, provided that utilisation of the Designated IBCs shall be aggregated into the Access Seekers’ total usage. For the avoidance of doubt, any failure to meet applicable service levels in respect of the Designated IBCs shall not give rise to penalties or other remedies under the Service Level Agreement.</p>
<p>Dispute Resolution Procedure(s)</p>	<p>means Dispute Resolution Procedures as set out in Schedule F.1 (Dispute Resolution Procedures).</p>
<p>Distributed Antenna System or DAS</p>	<p>means a Network of passive antennas and cabling (without active electronic components) that distribute radiofrequency signals from a central source to extend mobile coverage</p>

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	within a building or facility, especially in areas with weak or no signal penetration.
Distributed Systems	means a collective term for the active and passive equipment used to distribute mobile network signals within a building after the gNodeB interface point. These systems ensure uniform coverage and capacity across indoor areas. This portion is not part of U Mobile’s RAO offering and shall be provided separately by the Infrastructure Owner.
Due Date	means, in respect of an Invoice, thirty (30) days from the date of receipt of an Invoice.
Emergency	means an imminent actual or potential risk to the safety of persons or property or the integrity of a telecommunications Network requiring immediate action to avoid or mitigate any loss, damage or personal injury.
Equipment	means any equipment (whether hardware or software), or device which is part of or within the Network.
Equivalence of Inputs	means a concept that describes an Access Provider providing to itself and all Access Seekers the same facilities and services on the same terms and conditions including the same prices and service levels, using the same systems and processes and to the same timescales.
Facility(ies)	means Network facility(ies) and/or other facility(ies) which facilitate the provision of Services or application services, including content application services.
Financial Security	means the financial security to be provided by the Access Seeker, in such minimum amount and form (including but not limited to a bank

	guarantee or cash deposit) as required and acceptable to U MOBILE.
Force Majeure	means a cause which is not reasonably within the control of the Operator affected, but not limited to, an act of God, industrial disputes of any kind, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, explosion of meteor and other natural occurrences, electrical failures and blackouts, war, terrorism, civil commotion, riots, civil disorder, court orders, acts or regulations of governmental bodies, governmental restraint and expropriation, natural disasters, labour disputes or failures or fluctuations in telecommunications equipment or lines, or other equipment failure, and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.
Forecast Information	means the information referred to in Section 72.5.1(b) .
General Principle	has the meaning ascribed to it in Section 9.7.1 .
Good Industry Practice	means the application of the level of expertise, diligence, caution, effectiveness, anticipation, and promptness that would reasonably be expected from a top-tier wholesale telecommunications provider operating in Malaysia’s mobile communications industry.
Government	means the government of Malaysia.
Government Agency	means any government or governmental, regulatory, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in Malaysia and includes the Commission.

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In-Building Sites	means the active or passive distributed antenna system deployed to ensure indoor wireless coverage.
Indemnified Party	has the meaning ascribed to it in Section 48.1.1 .
Infrastructure	means in the case of U MOBILE, U MOBILE's infrastructure or in the case of the Access Seeker, the Access Seeker's infrastructure.
Infrastructure Owner	has the meaning ascribed to it in Section 73.1.1 .
Infringement Claim	has the meaning ascribed to it in Section 44.7.1 .
Intellectual Property Rights	means all rights conferred under statute, common law and equity and in relation to trademarks, trade names, logos and get up, inventions, patents, designs, copyright, circuit layouts, Confidential Information, know-how and trade secrets and all rights and interests in them or licences to use any of them in any information, data, products or services.
Invoice	means the invoice to be issued to the Access Seeker in accordance with Section 40 .
IPSec Gateway	means a network security function that establishes, manages, and terminates Internet Protocol Security (IPSec) tunnels, providing encrypted and authenticated communication paths between U MOBILE's 5G RAN and the Access Seeker's Core Network, and supporting secure transport and segregation of traffic.
Key Quality Indicator or KQI	means a defined service quality metric for measuring and reporting the performance of the 5G Services, as specified in this RAO or the Access Agreement.
Law(s)	means any one or more of the following:

	<p>(a) legislation, including regulations, by-laws, and other forms of subordinate legislation, and/or any decision issued by a Malaysian governmental body;</p> <p>(b) treaties, conventions, agreements, compacts, and other similar instruments that have been ratified or adopted by Malaysia; and</p> <p>(c) guidelines, policies, standards, and codes applicable in Malaysia, with which the Parties are legally obliged to comply.</p>
Macro Sites	means the outdoor 5G base station providing coverage located on towers, rooftops, or other elevated structures, including but not limited to, such locations.
Maintenance Operator	has the meaning ascribed to it in Section 34.4 .
Minimum Service Term	means the minimum subscription period for the individual 5G Services required to be subscribed by the Access Seeker.
Minister	means the minister for the time being charged with the responsibility for communications and multimedia under the CMA.
MME	means mobility management entity.
Mobile Network	means Network facilities and/or Services comprising the public cellular mobile Network and/or the public mobile Network, for the provision of communications.
MSA	means the Commission Determination on the Mandatory Standard on Access (Determination No.1 of 2022).
MSQoS	means any Mandatory Standard on Quality of Service issued by the Commission.

<p>Multi-Operator Core Network or MOCN</p>	<p>means a RAN-sharing arrangement in which U Mobile, as the Access Provider of the 5G RAN infrastructure and spectrum, enables multiple operators to use the same 5G RAN while each maintains its own separate 5G Core Network. Each cell in a MOCN configuration may be associated with one or more Public Land Mobile Networks (PLMNs), one or more Standalone Non-Public Networks (SNPNs), or one or more Public Network-Integrated Non-Public Networks (PNI-NPNs) where access is restricted by Closed Access Groups (CAG).</p>
<p>National 5G eMBB Wholesale Network Deployment Schedule</p>	<p>has the meaning ascribed to it in Section 72.3.2.</p>
<p>National Events</p>	<p>means any event that is officially recognised, endorsed, or organised by the Government of Malaysia, or designated by U MOBILE as requiring temporary enhancements in Network capacity and/or coverage due to its national significance, regulatory importance, or public impact. The events may include, but are not limited to:</p> <ul style="list-style-type: none"> (a) Government-declared occasions of national importance, such as National Day (Hari Merdeka), Malaysia Day, General Elections, the Yang di-Pertuan Agong’s Birthday, and state funerals of national leaders; (b) Ministerial or high-level governmental functions, including official site visits or security-sensitive operations; (c) Regulatory-driven activities, including spectrum testing, public demonstrations of Network capabilities, or national Network readiness audits directed by regulatory authorities (e.g., the Commission);

	<p>(d) Emergency response or public safety operations of national scope; and</p> <p>(e) Major state-sponsored events, such as national conferences, summits, or other large-scale events involving substantial governmental, regulatory, or national coordination.</p>
Network	means network facilities and/or Services comprising a system, or series of systems within Malaysia, that carries or is capable of carrying communications by means of guided or unguided electromagnetic energy or both, and in relation to an Operator, means so much of the network as is owned or operated by the Operator.
Network Availability	has the meaning ascribed to it in Paragraph 1.2 (b) and Paragraph 2.2 (b) of Schedule F.4 (Quality of Service Levels) .
Operations Manual	means the document designated as operations manual for the purpose of provision of 5G Services under this RAO or the Access Agreement, or as provided by U MOBILE to the Access Seeker.
Operational Support Systems	means the interactive operational support system provided, or to be provided, by U MOBILE to the Access Seeker to perform the functions required in respect of access to 5G Services including but not limited to the service fulfilment and service assurances operational support systems.
Operator(s)	means either U MOBILE or the Access Seeker or both, as the context requires.
Other Licensed Operators	has the meaning ascribed to it in Paragraph 2.3 of Schedule F.4 (Quality of Service Levels) .

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Parties	means U MOBILE and the Access Seeker collectively. “Party” means U MOBILE or Access Seeker individually.
Passive Infrastructure Fee	means the fees payable by the Access Seeker to an Infrastructure Owner for Distributed Systems to be deployed and managed by the Infrastructure Owner, which may comprise U MOBILE, third parties such as Network facility providers, or the Access Seekers themselves. This includes, but not limited to, the RHUB or PBRIDGE, PRRU, and DAS. This fee is not included under the provisions of this RAO.
Personnel	means in respect of a Party, refers to any individual engaged by or acting on behalf of that Party, including its directors, employees, officers, agents, professional advisers, contractors or subcontractors and any individuals performing work through that Party’s contractors, subcontractors, or their respective representatives.
PGW	means packet data network gateway.
Physical Resource Block or PRB	means the smallest unit of radio frequency resource allocation used in 5G Networks. It is dynamically assigned by the Network to transmit user or control data and is used as a basis for measuring, allocating, and charging for radio access Network capacity and performance
Pico Radio Remote Unit or PRRU	means a compact version of the RRU typically used for indoor or small cell deployments. It provides localised radio coverage and connects to the RHUB or baseband unit as part of a DAS or small cell system.
Primary Products	means the products listed in Section 69.1.3 as primary products for the relevant 5G Services,

	or as otherwise determined by U MOBILE from time to time.
Proof of Concept or POC	means small-scale technical test carried out by the Access Provider with Access Seeker in a safe, controlled setting and does not involve live Customer traffic to confirm that a new service, feature, or system change (such as an upgrade or maintenance enhancement) can work as intended before moving to full deployment or commercial rollout.
Provisional Amount	has the meaning ascribed to it in Section 40.9.1.
Public Land Mobile Network or PLMN	<p>a terrestrial mobile network established and operated by a licensed mobile network operator (MNO) for the provision of public mobile communication services.</p> <p>Each public land mobile network is uniquely identified by a public land mobile network identifier, which comprises:</p> <ul style="list-style-type: none"> a) mobile country code (MCC) – a three-digit code identifying the country of operation; and b) mobile network code (MNC) – a two- or three-digit code identifying the specific mobile network operator within that country. <p>The public land mobile network enables connectivity for voice, messaging, and data services in accordance with the CMA and relevant technical and regulatory standards prescribed by the Commission.</p>
Public Network Integrated-Non Public Network or PNI-NPN	means a non-public network deployment option, as defined in 3GPP standards, whereby the non-public network is integrated with a Public Land Mobile Network, allowing the non-public network to utilise selected functions and

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	resources of the public network, while maintaining logical separation for private services.
Quarter	means each three-month period during a calendar year commencing on 1 January, 1 April, 1 July, and 1 October.
Queuing Policy	means the policy maintained by U MOBILE to manage the processing sequence of Access Requests and Service Qualifications on a fair, non-discriminatory, and efficient basis, treating Access Seekers and U MOBILE's own requests equivalently for the same or similar 5G Services.
Radio Hub or RHUB	means a distribution unit in a DAS that connects multiple remote radio units or antennas to the baseband or donor source, managing signal distribution and control.
RAO	means this Reference Access Offer for 5G Services issued by U MOBILE.
Relevant Change	has the meaning ascribed to it in Section 33.2 .
Remote Radio Unit or RRU	means a component of the 5G radio access Network that transmits and receives radio signals to and from user equipment, typically mounted close to or integrated with the antenna system to minimise signal loss. The RRU operates on designated frequency bands (e.g., 700MHz) and connects to the baseband unit or gNode B, forming part of the active radio equipment infrastructure.
Review Event	has the meaning ascribed to it in Section 54.2 .
Secondary Products	means the products set out in Section 69.1.3 as secondary products for the 5G Services, or as

	otherwise determined by U MOBILE from time to time.
Security Policy	means U MOBILE’s internal policy or framework governing the imposition of security or financial guarantees on counterparties for credit risk management purposes.
Service Change Request	means a formal written request by either Party to amend, vary, or enhance the scope, features, or performance of the 5G Services under this RAO or the Access Agreement.
Service Level Agreement	means the service performance standards, availability targets, restoration timelines, fault-response commitments, measurement methods, and service credit mechanisms applicable to the 5G Services, as set out in the Access Agreement and any relevant schedules or annexes, and as may be updated or supplemented by U MOBILE in accordance with this RAO
Service Level Failure	means a failure by U MOBILE to meet any applicable service level, Key Quality Indicator target, or fault rectification metric for the relevant 5G Service, as set out in the RAO and the Access Agreement, excluding any permitted exclusions, carve-outs, or measurement limitations stated therein.
Service Order Form	means the form submitted by the Access Seeker to formalise an order for a 5G Service under an executed Access Agreement or Supplemental Agreement and may be used for the initial order submitted together with the execution of the Access Agreement or Supplemental Agreement, as well as for any additional or subsequent orders of the same 5G Service.

<p>Service Qualification</p>	<p>means the process by which the Access Provider and Access Seeker confirm that the requested 5G Service is ready for commercial use. This includes validating Network integration, service onboarding, billing and settlement, as well as verifying the Access Seeker’s capability to interface with, process, and manage the service in accordance with RAO requirements. Completion and mutual acknowledgment of the results are prerequisites to service launch.</p>
<p>Services</p>	<p>means Network services and/or other services which facilitate the provision of Network services or application services, including content application services.</p>
<p>Service Term</p>	<p>means the duration of a 5G Service as specified in the RAO or the Access Agreement, and includes Minimum Service Term, where applicable.</p>
<p>Site</p>	<p>means a Network site that makes up U MOBILE 5G Access Network required to receive and transmit radio signals for cellular voice and data transmission, comprising transmitters, receivers, power amplifiers, a digital signal processor, a power supply and Network interface modules.</p>
<p>Standard Access Obligations</p>	<p>means the obligations which relate to access as referred to in Section 149 of the CMA.</p>
<p>Steering Group Notice</p>	<p>has the meaning ascribed to it in Paragraph 4.1 of Schedule F.1 (Dispute Resolution Procedures).</p>
<p>Supplemental Agreement</p>	<p>has the meaning ascribed to it in Section 3.4.</p>
<p>Tax(es)</p>	<p>means any tax, duty, charge, fee, interest, fines and penalty and/or levy as imposed under</p>

	applicable Law, and assessed, levied, imposed or collected by the relevant authorities.
Technical Expert	refers to the person described under Paragraph 5.3 of Schedule F.1 (Dispute Resolution Procedures) .
Trouble Ticket	means a formal fault notification issued by either U MOBILE or the Access Seeker and shared with the other Party, in line with the procedures set out in the Operations Manual for incident reporting and resolution.
Twelve Month Forecast	has the meaning given in Section 72.5.1(a) .
U MOBILE	means U Mobile Sdn. Bhd.
U MOBILE 5G Access Network	means U MOBILE Network used to provide cellular Services on a wholesale basis.
U MOBILE Data	means any data or information required to receive the 5G Services and perform its obligations under this RAO and the Access Agreement.
U MOBILE Infrastructure	means U MOBILE's Network facilities, inclusive and not limited to, its towers, poles, ducts, manholes, switches, transmission bearer servers and any other related equipment for the use of U MOBILE Network purposes.
U MOBILE Marks	means any trade names, trademarks, service marks, logos, branding elements, domain names, or other distinctive identifiers owned or licensed by U MOBILE, including any stylised representations or brand assets used in connection with its 5G Services.
U MOBILE's Proposed Transaction	has the meaning ascribed to it in Section 51.2.1 .

User Equipment	means any device owned, used or operated by the Access Seeker’s Customers to access and communicate over the 5G Access Network.
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2. Construction Rules

The Section headings and table of contents used in this RAO are for convenience of reference only and will not affect the interpretation of this RAO. As used in this RAO, unless otherwise expressly provided to the contrary,

- (a) any reference to a **“Section”**, **“Annex”** or **“Schedule”** is a reference to a Section of this RAO or a Schedule or Annex attached to this RAO; and
- (b) all references to days, months or years are references to calendar days, months or years;
- (c) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;
- (d) words importing the singular include the plural and vice versa;
- (e) words importing a gender include any gender;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (g) a reference to an act, statute, regulation, proclamation, ordinance, by-law, or a subsidiary instrument issued pursuant to the CMA includes all acts, statutes, regulations, proclamations, ordinances, by-laws or subsidiary instruments amending, consolidating or replacing it, and a reference to an act, or statute includes all regulations, proclamations, subsidiary instruments, ordinances and by-laws issued under that act or statute;
- (h) a reference to a party to a document includes that party's successors and permitted assigns; and
- (i) the words “such as”, “for example”, “including”, “particularly” and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.

Schedule F.3 – Fault Rectification Response Times

1. 5G eMBB Service

1.1 U MOBILE’s fault rectification process and incident management are tiered based on severity levels, which are categorised as Critical, Major, or Minor for the 5G eMBB Service, as outlined in the table below. For clarity, the fault rectification and incident management process outlined below apply to the 5G eMBB Service Specifications which includes fifty (50) In-Building Sites selected and designated by U MOBILE.

5G eMBB Service Severity Level	Definition
Critical	<ul style="list-style-type: none"> • Total failure of the relevant Network supporting the 5G eMBB Service • A single event resulting in total loss of service affecting twenty (20) Sites or more • Total loss of Network management visibility from the U MOBILE Network Operation Centre • A cybersecurity breach that materially affects U MOBILE’s normal business operations or the delivery of the 5G eMBB Service • Loss of redundancy at the Points of Interconnection
Major	<ul style="list-style-type: none"> • A single event that causes five (5) to nineteen (19) Sites to experience loss of service • Loss of performance management visibility from the U MOBILE Network Operation Centre • A cybersecurity breach that has a major impact on U MOBILE’s business operations, but where critical business processes and the 5G eMBB Service remain operational
Minor	<ul style="list-style-type: none"> • A single event that causes one (1) to four (4) Sites to experience loss of service

1.2 U MOBILE and each Access Seeker of the 5G eMBB Service shall respond to and rectify faults in accordance with the specified response times, notification periods, restoration timelines, and progress notification frequencies.

5G eMBB Service Service Level	Definition	5G eMBB Service Severity Level	Timeframe
Mean Time to Respond to Fault Notification	The timeframe measured from the earlier of: (i) the time the fault is reported by the Access Seeker to U MOBILE; or (ii) the time U MOBILE first becomes aware of the fault, within which U MOBILE must receive and acknowledge the fault notification, generate a Trouble Ticket, and initiate rectification.	Critical	Fifteen (15) minutes for 95% of cases
		Major	Thirty (30) minutes for 95% of cases
		Minor	Sixty (60) minutes for 95% of cases
Mean Time to Notify	The timeframe measured from the earlier of: (i) the time U MOBILE diagnoses a service-affecting event via its fault management systems; or	Critical	Fifteen (15) minutes for 95% of cases
		Major	Thirty (30) minutes for 95% of cases

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5G eMBB Service Service Level	Definition	5G eMBB Service Severity Level	Timeframe
	(ii) the time such fault is reported by the Access Seeker, until the Access Seeker is notified by U MOBILE (via phone call, messaging, direct system update, or other reasonable method determined by U MOBILE).	Minor	Sixty (60) minutes for 95% of cases
Mean Time to Restore	The timeframe measured from initiation of the restoration process, until the service is fully restored and the Trouble Ticket closed.	Critical	Four (4) hours
		Major	Eight (8) hours
		Minor	Twenty-Four (24) hours
Progress Notification Frequency	Frequency of updates provided by U MOBILE to the Access on fault rectification progress, from occurrence until resolution. Updates may be verbal, via email or messaging, ticketing system, or other reasonable method determined by U MOBILE.	Critical	Every sixty (60) minutes

5G eMBB Service Service Level	Definition	5G eMBB Service Severity Level	Timeframe
Service Disruption Report	The timeframe for providing a comprehensive root cause analysis report on service-affecting incidents, following restoration of service.	Critical	Five (5) days
Mean Time to Respond to Customer Complaint	The timeframe measured from the receipt of a Customer complaint by U MOBILE from the Access Seeker within which U MOBILE must acknowledge the complaint, generate a Trouble Ticket, and initiate rectification.	N/A	Two (2) days for 70% of cases; Five (5) days for 90% of cases

1.3 Explanatory notes for **Paragraph 1.2**:

- (a) all reported faults shall be assigned a severity level as outlined in **Paragraph 1.2**. U MOBILE and the relevant Access Seeker shall cooperate to meet the applicable target timeframes based on the severity level assigned to the fault, provided that U MOBILE shall not be responsible for any failure to meet such timeframes arising from delays, omissions, or non-cooperation by the Access Seeker;
- (b) U MOBILE may, from time to time, review and update the quantitative and descriptive definitions of ‘Critical’, ‘Major’ and ‘Minor’ to reflect changes in operational requirements or industry standards;
- (c) “Timeframe” means the period measured from the earlier of: (i) the time the fault or service-affecting event is reported by the Access Seeker to U MOBILE or (ii) the time U MOBILE first becomes aware of

such fault or service-affecting event through its monitoring or fault management systems;

- (d) the Access Seeker shall not submit any Customer complaint to U MOBILE unless it has first conducted a thorough investigation to determine the root cause of the issue, including but not limited to, performing the pre-checks set out in the Operations Manual to verify whether the issue originates from the Access Seeker's Network or from the relevant Network supporting the 5G eMBB Service and has provided to U MOBILE the relevant data or findings from such investigation; and
- (e) U MOBILE shall not be held liable for any loss, delay, or issue arising from Access Seeker's failure to provide such data or findings in a timely manner, and free from any errors, inaccuracies, inconsistencies, omissions or deficiencies within the data provided.

1.4 Exclusion from the Service Level Agreement shall apply in cases where outages at Sites are caused by or attributable to any of the following factors:

- (a) Failures, incidents or issues beyond U MOBILE's reasonable control, including but not limited to faults caused by other licensed telecommunications operators ("**Other Licensed Operators**"), building management or generator providers:
 - i. Network failures caused by Other Licensed Operators and/or third parties, including but not limited to submarine, fibre, or other types of cable cuts;
 - ii. Network failures caused by power service providers, including but not limited to SESB, TNB, and SESCO;
 - iii. requests by relevant authorities or third-party site owners requiring dismantling of infrastructure used by U MOBILE or its subcontractors, affecting the delivery of services by U MOBILE;
 - iv. power supply unavailability as gazetted by Majlis Keselamatan Negara;
 - v. extended delays in fibre or transport backhaul rectifications, particularly in rural sites; and

- vi. prolonged power outages or blackouts affecting service availability.
- (b) Site safety and access issues
- i. delays or failures in obtaining access from third-party access providers, building management, government agencies, or other authorities;
 - ii. a Force Majeure event, including but not limited to fire or flood; and
 - iii. facilities or sites deemed unsafe for access such as where rigging is required to address elevated infrastructure faults.
- (c) Acts of vandalism or third-party damage
- i. vandalism, theft, sabotage or similar incidents beyond U MOBILE's reasonable control at any Network components or equivalent;
 - ii. damage caused by animals or other environmental hazards, including but not limited to rodent bites; and
 - iii. damage to U MOBILE's Network or third-party facilities not caused by U MOBILE or its agents.
- (d) Interference or Regulatory Escalation
- i. external interference faults requiring escalation to the Commission; and
 - ii. external interference faults requiring re-engineering or reconfiguration works.
- (e) Planned or emergency maintenance
- Any service interruptions or degradation resulting from scheduled or emergency maintenance works.

Outages resulting from the factors listed above shall also be excluded from the measurement and calculation of Network Availability.

2. 5G IBC Service

2.1 U MOBILE’s fault rectification process and incident management targets will be structured according to severity. The severity levels for the 5G IBC Service are defined as Critical, Major, or Minor, as outlined in the table below.

5G IBC Service Severity Level	Definition
Critical	Total service outage affecting entire building or major safety-related systems, including but not limited to: <ul style="list-style-type: none"> • Complete In-Building Site or Service outage • Full Distributed Antenna System (DAS) or off-air system failure
Major	Partial service degradation affecting multiple floors, including but not limited to: <ul style="list-style-type: none"> • Antenna failure on one or more floors • Significant throughput degradation • Coverage gaps in high-priority zones
Minor	Localised issues affecting small areas or non-critical services, including but not limited to: <ul style="list-style-type: none"> • One or two antenna outages in low-priority zones • Minor service degradation • Cosmetic hardware faults

2.2 U MOBILE and the Access Seekers of the 5G IBC Service shall respond to and rectify faults in accordance with the specified response times, notification periods, restoration timelines, and progress notification frequencies.

5G IBC Service Service Level	Definition	5G IBC Service Severity Level	Timeframe
Mean Time to Respond to Fault Notification	The timeframe measured from the earlier of: (i) the time the fault is reported by the	Critical	Fifteen (15) minutes for 95% of cases

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5G IBC Service Service Level	Definition	5G IBC Service Severity Level	Timeframe
	Access Seeker to U MOBILE; or (ii) the time U MOBILE first becomes aware of the fault, within which U MOBILE must receive and acknowledge the fault notification, generate a Trouble Ticket, and initiate rectification.	Major	Thirty (30) minutes for 95% of cases
		Minor	Sixty (60) minutes for 95% of cases
Mean Time to Notify	The timeframe measured from the earlier of: (i) the time U MOBILE diagnoses a service-affecting event via its fault management systems; or (ii) the time such fault is reported by the Access Seeker, until the Access Seeker is notified by U MOBILE (via phone call, messaging, direct system update, or other reasonable method determined by U MOBILE).	Critical	Fifteen (15) minutes for 95% of cases
Mean Time to Restore	The timeframe measured from initiation of the	Critical	Twenty-four (24) hours

5G IBC Service Service Level	Definition	5G IBC Service Severity Level	Timeframe
	restoration process, until the service is fully restored and the Trouble Ticket closed.		
Service Disruption Report	The timeframe for U MOBILE to provide a comprehensive root cause analysis report on service-affecting incidents, following restoration of service.	Critical	Upon request
Mean Time to Respond to Customer Complaint	The timeframe measured from the receipt of a Customer complaint by U MOBILE from the Access Seeker within which U MOBILE must acknowledge the complaint, generate a Trouble Ticket, and initiate rectification.	N/A	Two (2) days for 70% of cases Five (5) days for 90% of cases

2.3 Explanatory notes for **Paragraph 2.2**:

- (a) all reported faults shall be assigned a severity level as outlined in **Paragraph 2.2**. U MOBILE and the relevant Access Seekers shall cooperate to meet the applicable target timeframes based on the severity level assigned to the fault, provided that U MOBILE shall not be responsible for any failure to meet such timeframes arising from delays, omissions, or non-cooperation by the Access Seeker;

- (b) U MOBILE may, from time to time, review and update the quantitative and descriptive definitions of ‘Critical’, ‘Major’ and ‘Minor’, to reflect changes in operational requirements or industry standards;
- (c) “Timeframe” in respect of each service level metric (e.g., Mean Time to Respond to Fault Notification, Mean Time to Restore, etc.) shall be measured from the time access to the site is approved and made available by the building management, until the relevant milestone is achieved in accordance with the applicable service level definition. Any time elapsed prior to such access being granted shall be excluded from the measurement of the fault restore targets;
- (d) “Timeframe” in respect of each service level metric shall be measured from the earlier of: (i) the time the fault or service-affecting event is reported by the Access Seeker to U MOBILE; or (ii) the time U MOBILE first becomes aware of such fault or service-affecting event through its monitoring or fault management systems. For In-Building Sites, any time elapsed prior to building management granting site access shall be excluded from the measurement of such timeframe;
- (e) U MOBILE shall not be liable for any delays caused by building access issues or the actions or omissions of the Access Seeker;
- (f) the Access Seeker shall not submit any Customer complaint to U MOBILE unless it has first conducted a thorough investigation to determine the root cause of the issue, including but not limited to, performing the pre-checks set out in the Operations Manual to verify whether the issue originates from the Access Seeker’s Network or any associated infrastructure supporting the 5G IBC Service and has provided to U MOBILE the relevant data or findings from such investigation; and
- (g) U MOBILE shall not be held liable for any loss, delay, or issue arising from Access Seeker’s failure to provide such data or findings in a timely manner, and free from any errors, inaccuracies, inconsistencies, omissions or deficiencies within the data provided.

2.4 Exclusions from the Service Level Agreement shall apply in cases where outages at In-Building Sites are caused by, or attributable to, any of the following factors:

- (a) Failures, incidents or issues beyond U MOBILE’s reasonable control, including but not limited to faults caused by other licensed

telecommunications operators (“**Other Licensed Operators**”), building management or generator providers:

- i. Network failures caused by Other Licensed Operators and/or third parties, including but not limited to submarine, fibre, or other types of cable cuts;
 - ii. Network failures caused by power service providers, including but not limited to SESB, TNB, and SESCO;
 - iii. requests by relevant authorities or third-party site owners requiring dismantling of infrastructure used by U MOBILE or its subcontractors, affecting the delivery of services by U MOBILE;
 - iv. power supply unavailability as gazetted by Majlis Keselamatan Negara;
 - v. extended delays in fibre or transport backhaul rectifications, particularly in rural sites; and
 - vi. prolonged power outages or blackouts affecting service availability.
- (b) Site safety and access issues
- i. delays or failures in obtaining access from third-party access providers, building management, government agencies, or other authorities;
 - ii. a Force Majeure event, including but not limited to fire or flood; and
 - iii. facilities or sites deemed unsafe for access such as where rigging is required to address elevated infrastructure faults.
- (c) Acts of vandalism or third-party damage
- i. vandalism, theft, sabotage or similar incidents beyond U MOBILE’s reasonable control at any Network components or equivalent;
 - ii. damage caused by animals or other environmental hazards, including but not limited to rodent bites; and
 - iii. damage to U MOBILE’s Network or third-party facilities not caused by U MOBILE or its agents.

- (d) Interference or Regulatory Escalation
 - i. external interference faults requiring escalation to the Commission; and
 - ii. external interference faults requiring re-engineering or reconfiguration works.
- (e) Planned or emergency maintenance
 - Any service interruptions or degradation resulting from scheduled or emergency maintenance works.

Outages resulting from the factors listed above shall be also excluded from the measurement and calculation of Network Availability.

3. Fault Rectification Metrics for Non-Standard 5G Services

- 3.1 The fault rectification metrics for the 5G Bespoke Coverage, 5G Smart Slice, and 5G Private Network are not set out in this **Schedule F.3**.
- 3.2 Due to the bespoke nature of the Products, the applicable fault rectification metrics and related procedures will be mutually agreed between U MOBILE and the Access Seeker on a case-by-case basis, taking into account the specific technical and operational requirements of the subscribed 5G Service.

Schedule F.4 – Quality of Service Levels

1. 5G eMBB Service

1.1 The relevant Network supporting the 5G eMBB Service is designed to achieve the following Key Quality Indicators (“**5G eMBB Service KQI**”) targets as detailed in the table below. For clarity, the 5G eMBB Service KQI applies to the 5G eMBB Service Specifications which includes fifty (50) In-Building Sites selected and designated by U MOBILE.

5G eMBB Service KQI	Target
Network Availability (access and aggregation)	≥ 99.80%
POI Network Availability	≥ 99.97%
Data session setup success rate	99.80%
Data session abnormal release	0.20%
Average user downlink throughput (average cell)	≥ 150 Mbps
Average user downlink throughput (cell edge)	≥ 100 Mbps
Average user uplink throughput	6 Mbps (SA)
Latency	< 10 ms from the RAN to the POI
Packet loss	< 0.2%
Voice call setup success rate	99.80%
Voice drop call rate	0.20%

1.2 Explanatory notes for **Paragraph 1.1**:

- (a) performance against the above 5G eMBB Service KQI targets is calculated based on counters generated by all Sites carrying Commercial Traffic within U MOBILE 5G eMBB Service, excluding any measurements originating from User Equipment;

- (b) “Network Availability” refers to the percentage of time all Sites that transmit Commercial Traffic are available for service, in accordance with the following formula:

$$\text{Site minutes} = \text{Measurement period} * \text{Number of Macro Sites}$$

$$\text{Network Availability} = \frac{\text{Site minutes} - \text{Unavailable time}}{\text{Site minutes}} * 100$$

Where:

- i. “Measurement period” refers to the total number of minutes in the relevant calendar month during which U MOBILE commits to keeping the 5G eMBB Service available;
 - ii. “Number of Sites” refers to the total count of Sites transmitting Commercial Traffic;
 - iii. “Site minutes” refers to the total number of minutes in the relevant calendar month where Sites transmitting Commercial Traffic are expected to be available for service, calculated by multiplying Measurement period by the Number of Sites; and
 - iv. “Unavailable time” refers to the total number of minutes in the relevant calendar month where Sites transmitting Commercial Traffic are unavailable for service.
- (c) “POI Network availability” refers to the percentage of time the POI Network is accessible and operational;
- (d) “Data session setup success rate” refers to the ratio of successful data session established to the number of session attempts, measured 90% of the Time;
- (e) “Data session abnormal release” refers to the percentage of user data sessions that terminate unexpectedly, measured 90% of the Time;
- (f) “Average user downlink throughput (average cell)” refers to the average Customer downlink throughput across all users within a cell, measured 90% of the Time from the POI to the User Equipment;
- (g) “Average user downlink throughput (cell edge)” refers to the average Customer downlink throughput at the cell edge, measured 90% of the Time from the POI to the User Equipment;

- (h) “Average user uplink throughput” refers to the average Customer uplink throughput, measured 90% of the Time from the POI to the User Equipment;
- (i) “Latency” refers to the round-trip time measured 90% of the Time from the User Equipment to the POI;
- (j) “Packet loss” refers to the proportion of lost packets measured 90% of the Time from the User Equipment to the POI;
- (k) “Voice call setup success rate” refers to the percentage of successful voice connections, measured 90% of the Time;
- (l) “Voice drop call rate” refers to the percentage of voice calls that terminate unexpectedly, measured 90% of the Time;
- (m) “90% of the Time” refers to 90% of all KQI measurements taken over a 24-hour period.
- (n) Notwithstanding the above, U MOBILE and Access Seekers acknowledge and agree that the Commission may revise the methods used to measure KQI targets, including but not limited to the measurement period and the drive test tool; and
- (o) U MOBILE will provide a monthly report for each 5G eMBB Service KQI across all Sites carrying Commercial Traffic;
- (p) The Parties acknowledge and agree that the Commission may periodically update and publish the MSQoS. Subject to any such change to the MSQoS, where applicable, U MOBILE may review and update this RAO to align with the MSQoS;
- (q) If the service levels and KQIs set out in this RAO exceed the minimum standards set out in the MSQoS where applicable, U MOBILE will not lower the existing Service Levels and KQIs to align with the minimum standards in the MSQoS;
- (r) The Access Seeker acknowledges that U MOBILE’s ability to accurately assess and report on 5G eMBB Service KQIs depends on the Access Seeker’s timely and complete provision of relevant data and information, where applicable; and
- (s) U MOBILE shall not be held liable for any loss, delay, inaccuracy or issue arising from Access Seeker’s failure to supply such data in a timely

manner, or from any errors, omissions, or deficiencies contained within the data provided by the Access Seeker.

1.3 Exclusions from the Service Level Agreement shall apply in cases where outages at Sites are caused by, or attributable to any of the following factors:

- (a) Failures, incidents or issues beyond U MOBILE's reasonable control, including but not limited to faults caused by other licensed telecommunications operators ("**Other Licensed Operators**"), building management or generator providers:
 - i. Network failures caused by Other Licensed Operators and/or third parties, including but not limited to submarine, fibre, or other types of cable cuts;
 - ii. Network failures caused by power service providers, including but not limited to SESB, TNB, and SESCO;
 - iii. requests by relevant authorities or third-party site owners requiring dismantling of infrastructure used by U MOBILE or its subcontractors, affecting the delivery of services by U MOBILE;
 - iv. power supply unavailability as gazetted by Majlis Keselamatan Negara;
 - v. extended delays in fibre or transport backhaul rectifications, particularly in rural sites; and
 - vi. prolonged power outages or blackouts affecting service availability.
- (b) Site safety and access issues
 - i. delays or failures in obtaining access from third-party access providers, building management, government agencies, or other authorities;
 - ii. a Force Majeure event, including but not limited to fire or flood; and
 - iii. facilities or sites deemed unsafe for access such as where rigging is required to address elevated infrastructure faults.
- (c) Acts of vandalism or third-party damage

- i. vandalism, theft, sabotage or similar incidents beyond U MOBILE’s reasonable control at any Network components or equivalent;
- ii. damage caused by animals or other environmental hazards, including but not limited to rodent bites; and
- iii. damage to U MOBILE’s Network or third-party facilities not caused by U MOBILE or its agents.

(d) Interference or Regulatory Escalation

- i. external interference faults requiring escalation to the Commission; and
- ii. external interference faults requiring re-engineering or reconfiguration works.

(e) Planned or emergency maintenance

Any service interruptions or degradation resulting from scheduled or emergency maintenance works.

Outages resulting from the factors listed above shall also be excluded from the measurement and calculation of Network Availability.

1.4 Details on the service credit are to be disclosed by U MOBILE during the Access Agreement negotiations.

2. 5G IBC Service

2.1 The relevant Network supporting 5G IBC Service is designed to achieve the following KQI (“**5G IBC Service KQI**”) targets as detailed in the table below.

5G IBC Service KQI	Target
Network Availability	≥ 99.80%
POI Network Availability	≥ 99.97%
Data session setup success rate	99.80%
Data session abnormal release	0.20%
Average user downlink throughput (average cell)	≥ 150 Mbps

5G IBC Service KQI	Target
Average user downlink throughput (cell edge)	≥ 100 Mbps
Average user uplink throughput	6 Mbps (SA)
Latency	< 10 ms from the RAN to the POI
Packet loss	$\leq 0.2\%$

2.2 Explanatory notes for **Section 2.1**:

- (a) performance against the above 5G IBC Service KQI targets is calculated based on counters generated by each In-Building Site carrying Commercial Traffic within U MOBILE 5G IBC Service, excluding any measurements originating from User Equipment;
- (b) “Network Availability” refers to the percentage of time In-Building Sites that transmit Commercial Traffic are available for service, in accordance with the following formula:

$$Network\ Availability = \frac{Site\ minutes - Unavailable\ time}{Site\ minutes} * 100$$

Where:

- i. “Site minutes” refers to the total number of minutes in the relevant calendar month where In-Building Sites transmitting Commercial Traffic are expected to be available for service;
 - ii. “Unavailable time” refers to the total number of minutes in the relevant calendar months where In-Building Sites transmitting Commercial Traffic are unavailable for service; and
 - iii. The Network Availability of the 5G IBC Service will be calculated for each individual Access Seeker, across all In-Building Sites that carry Commercial Traffic for that Access Seeker in the relevant calendar month.
- (c) “POI Network availability” refers to the percentage of time the POI Network is accessible and operational;

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- (d) “Data session setup success rate” refers to the ratio of successful data session established to the number of session attempts, measured 90% of the Time;
- (e) “Data session abnormal release” refers to the percentage of user data sessions that terminate unexpectedly, measured 90% of the Time;
- (f) “Average user downlink throughput (average cell)” refers to the average User Equipment downlink throughput across all users within a cell, measured 90% of the Time from the POI to the User Equipment;
- (g) “Average user downlink throughput (cell edge)” refers to the average User Equipment downlink throughput at the cell edge, measured 90% of the Time from the POI to the User Equipment;
- (h) “Average user uplink throughput” refers to the average User Equipment uplink throughput, measured 90% of the Time from the POI to the User Equipment;
- (i) “Latency” refers to the round-trip time measured 90% of the Time from the User Equipment to the POI;
- (j) “Packet loss” refers to the proportion of lost packets measured 90% of the Time from the User Equipment to the POI;
- (k) “90% of the Time” refers to 90% of KQI measurements taken within a 24-hour period

Notwithstanding the above, U MOBILE and Access Seekers acknowledge and agree that the Commission may revise the methods used to measure KQI targets, including but not limited to the measurement period and the drive test tool;

- (l) U MOBILE will provide a monthly report for each 5G IBC Service KQI across all In-Building Sites carrying Commercial Traffic for each individual Access Seeker;
- (m) The Parties acknowledge and agree that the Commission may periodically update and publish the MSQoS. Subject to any such change to the MSQoS, where applicable, U MOBILE may review and update this RAO to align with the MSQoS;
- (n) If the Service Levels and KQIs set out in this RAO exceed the minimum standards set out in the MSQoS where applicable, U MOBILE will not

lower the existing Service Levels and KQIs to align with the minimum standards in the MSQoS;

- (o) The Access Seeker acknowledges that U MOBILE's ability to accurately assess and report on 5G IBC Service KQIs depends on the Access Seeker's timely and complete provision of relevant data and information, where applicable; and
- (p) U MOBILE shall not be held liable for any loss, delay, or issue arising from Access Seeker's failure to supply such data in a timely manner, and free from any errors, omissions, or deficiencies contained within the data provided.

2.3 Exclusions from the Service Level Agreement shall apply in cases where outages at any In-Building Sites are caused by, or attributable to any of the following factors:

- (a) Failures, incidents or issues beyond U MOBILE's reasonable control, including but not limited to faults caused by other licensed telecommunications operators ("**Other Licensed Operators**"), building management or generator providers:
- (b) Network failures caused by Other Licensed Operators and/or third parties, including but not limited to submarine, fibre, or other types of cable cuts;
 - i. Network failures caused by power service providers, including but not limited to SESB, TNB, and SESCO;
 - ii. requests by relevant authorities or third-party site owners requiring dismantling of infrastructure used by U MOBILE or its subcontractors, affecting the delivery of services by U MOBILE;
 - iii. power supply unavailability as gazetted by Majlis Keselamatan Negara;
 - iv. extended delays in fibre or transport backhaul rectifications, particularly in rural sites; and
 - v. prolonged power outages or blackouts affecting service availability.
- (c) Site safety and access issues

- i. delays or failures in obtaining access from third-party access providers, building management, government agencies, or other authorities;
 - ii. a Force Majeure event, including but not limited to fire or flood; and
 - iii. facilities or sites deemed unsafe for access such as where rigging is required to address elevated infrastructure faults.
- (d) Acts of vandalism or third-party damage
- i. vandalism, theft, sabotage or similar incidents beyond U MOBILE's reasonable control at any Network components or equivalent;
 - ii. damage caused by animals or other environmental hazards, including but not limited to rodent bites; and
 - iii. damage to U MOBILE's Network or third-party facilities not caused by U MOBILE or its agents.
- (e) Interference or Regulatory Escalation
- i. external interference faults requiring escalation to the Commission; and
 - ii. external interference faults requiring re-engineering or reconfiguration works.
- (f) Planned or emergency maintenance
- Any service interruptions or degradation resulting from scheduled or emergency maintenance works.

Outages resulting from the factors listed above shall also be excluded from the measurement and calculation of Network Availability.

- 2.4 Details on the service credit are to be disclosed by U MOBILE during the Access Agreement negotiations.

3. Quality of Service Metrics for Non-Standard 5G Services

- 3.1 Quality of service metrics are not prescribed under this Schedule for the 5G Bespoke Coverage, 5G Smart Slice, and 5G Private Network.

- 3.2 In such cases, service level metrics will be developed on a tailored basis and provided separately to Access Seekers subscribing to these products, reflecting the bespoke and product-specific characteristics of the underlying Network configuration and performance requirements.
- 3.3 This approach ensures that the quality of service commitments are appropriately calibrated to the technical parameters, deployment methodology, and commercial terms mutually agreed between U MOBILE and the Access Seeker.

Schedule F.5 – Confidentiality Agreement

A copy of the Confidentiality Agreement to be executed will be provided separately by U MOBILE to the Access Seeker.

Part G – Access Request Form

The Access Request Form will be made available to Access Seekers who have first contacted U MOBILE by email in accordance with **Section 11.1** (Mandatory Initial Contact) of this RAO.