



Reference Interconnection Offer

SERVICE SCHEDULES

Schedule	Interconnection Service
1	General – Interconnection Links and Co-location for Point of Interconnection
1A	In-Span Interconnection
1B	Customer-Sited Interconnection
1C	Co-location for Point of Interconnection
2	Mobile Services (Voice, SMS)
3	Fixed Voice Termination
4	Emergency and Special Call



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Schedule 1

**General – Interconnection Links and
Co-location for the Point of
Interconnection**



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1. SUPPLIER AND ACQUIRER

This Schedule 1 is a reciprocal Schedule and describes mutual Interconnection Services. In this Schedule 1, the **Supplier** means the Party supplying a Service, and the **Acquirer** means the Party acquiring a Service. For the avoidance of doubt, in this Schedule 1, MPT can be either in the position of the Supplier or in the position of the Acquirer with respect to any of the individual Services described in this Schedule and the same applies for the Requesting Licensee.

2. SERVICE DESCRIPTION

- a) This section provides a detailed description of the characteristics of the technical and commercial conditions for the connection which enables the connection between a Supplier's Network and the Acquirer's Network for the purpose of providing an Interconnection Service.
- b) Three Services will be provided pursuant to this Schedule:
 - i) In-span Interconnection: The Meet-me Point of the Point of Interconnection (POI) is located in a Footway Box on the premises of the Supplier.
 - ii) Customer-Sited Interconnection: The Meet-me Point of the POI is located at premises of the Acquirer.
 - iii) Co-location for Point of Interconnection: Provision of co-location space to the Acquirer at the Supplier's premises for the purpose of establishing the Meet-me Point of the POI.
- c) For In-span Interconnection and Customer-Sited Interconnection, the total costs to establish and operate the Interconnect Links between the Parties will depend upon such factors as:
 - i) The number of links between the Parties' Networks
 - ii) The length and capacity of each link
 - iii) The technology used to establish each link



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- iv) The split of responsibility between the Parties with regard to the establishment and operation of each link
- d) The charges to be paid from one Party to the other Party as calculated from:
 - i) The charges specified in each Service Schedule, and;
 - ii) Internal costs of the Parties and/or external costs to 3rd Parties not covered by the charges specified in Service Schedules, and;
 - iii) For In-span Interconnection and Customer-Sited Interconnection, traffic balance on the Interconnect Links are shown in each service description.



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3. ALTERNATIVE INTERCONNECT CONFIGURATIONS AND POINTS OF INTERCONNECTION

- a) The Acquirer may request alternative interconnection configurations and locations of the Meet-me Point of the POI within any of its premises (for CSI under Schedule 1B), in a Footway Box located in any premises of the Supplier (for ISI under Schedule 1A) or at a co-location space at Supplier's premises (for co-location interconnection under Schedule 1C).
- b) On receipt of a request under sub-paragraph a) in respect of an alternative interconnect configuration or Meet-me Point location of a POI, the Acquirer and the Supplier will promptly discuss the Acquirer's request within ten (10) Business Days of receipt.
- c) If, ten (10) Business Days after the receipt of a request under sub-paragraph a) and following discussions under sub-paragraph b), the Acquirer wishes to pursue the alternative interconnect configuration and locations for the POI and the Supplier reasonably determines that the alternative interconnect configuration requested is technically feasible, the Supplier will commence the formulation of terms and conditions to incorporate into this RIO Agreement and, within a further twenty (20) Business Days, will submit such terms and conditions to the Acquirer for approval.
- d) Following receipt by the Acquirer of the draft terms and conditions per sub-paragraph c), the Parties shall negotiate in good faith to reach agreement on final terms and conditions. If the parties fail to reach agreement within ten (10) Business Days from the date of receipt of the draft terms and conditions per sub-paragraph c), the dispute resolution procedures set out in section 4 of the RIO Agreement shall apply.



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Schedule 1A

In-Span Interconnection (ISI)

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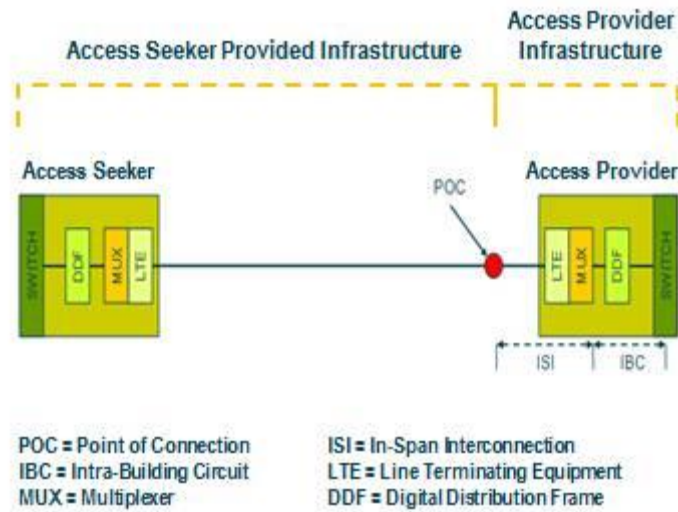
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1. IN-SPAN INTERCONNECTION (ISI) LINK

- a) In ISI, the Interconnection Link is provided in part by the Supplier and in part by the Acquirer whereby the Meet-me Point of the POI is situated on the Interconnection Link in a Footway Box at a location on the premises of the Supplier.
- b) The Acquirer will install a path which can either be an optical fibre cable, a microwave link or a copper cable link for the Interconnection Link for whose dimensioning it is responsible, up to the designated Footway Box. At the Footway Box, the Acquirer cable will be connected to a Supplier cable introduced in Supplier building in order to terminate the Interconnection Link at the Meet-me Point.
- c) The Supplier will design, build and test the Footway Box¹, however, the Acquirer must provide all necessary assistance to the Supplier upon request, such as providing footbox engineering design and relevant testing procedures. The Supplier will also leave sufficient optical fibre cable (if applicable) in the Footway Box for the Acquirer to draw that optical fibre cable into the adjoining premises. The Acquirer shall provide an estimate of the required cable length if requested by the Supplier.
- d) MPT will provide designated location of the meet-meet point for the Requesting Licensee on its premises to terminate the ISI path. This Meet-me Point position of the POI shall be agreed as a demarcation point between two parties' networks.

¹ Footway box is a cabinet where two optic cables, one from the Supplier and one from the Acquirer, are joined together usually by fibre optic patch panel

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POI

2. TERMS AND CONDITIONS

2.1 Architecture

- a) Each party shall
 - i) provision its copper or fibre pair in accordance with agreed specifications; and
 - ii) maintain its copper or fibre pair (including cable terminating units) in accordance with agreed performance specifications.
- b) Subject to the Supplier obtaining all necessary consents, which it must use its reasonable endeavours to obtain, the Supplier shall provide appropriate bandwidth, transmission technologies and protocols. If the Supplier is unable to obtain such consents, the Supplier, after notifying the Acquirer in writing, may:
 - i) suspend its obligations under the relevant order until such time as the necessary consents are obtained; and/or
 - ii) notify the Acquirer that, subject to the payment of the relevant charges (if any), the Supplier shall, if agreed by the Acquirer, provide (as a temporary or permanent measure) that Path by radio, fiber or copper cable if agreed by the Acquirer.

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- c) If, pursuant to sub-paragraph (b), the Acquirer notifies the Supplier that the Acquirer does not accept provision by the use of copper or radio, the Supplier's obligation to provide that ISI Link shall be suspended until such time as the necessary consents are obtained.

2.2 Footway Box

- a) The Supplier must establish the Footway Box (in between the Supplier and the Acquirer) on the premises or at the property line of the Supplier premises.
- b) The Acquirer must co-operate with the Supplier to enable the Supplier to establish and maintain the Footway Box.
- c) Located within the Footway Box shall be:
 - i) each party's copper or fibre pair installed in ducts leading into the Footway Box; and
 - ii) the Meet-me Point of the Point of Interconnection, which will be at the Footway Box side of the point where the duct into the Acquirer's premises containing the relevant copper or fibre optical cable is jointed to the Footway Box wall
- d) The Supplier must:
 - i) design, construct and test the Footway Box in accordance with agreed specifications;
 - ii) leave sufficient copper or optical fibre cable in the Footway Box for the Acquirer to draw the copper wire or optical fibre into its adjacent premises and the Acquirer shall provide an estimate of the required cable length if requested by the Supplier; and
 - iii) maintain the Footway Box
 - iv) As soon as practicable after the Acquirer has connected the copper wire or optical fibre cable to its line terminating equipment, the parties shall jointly conduct testing of each parties' fibre pair and the end-to-end fibre run in accordance with agreed procedures.
- e) The Acquirer must provide all necessary assistance to the Supplier upon request, such as providing Footway Box engineering design and relevant testing procedures.

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2.3 SDH Optical Line System

- a) As soon as practicable after the successful testing of the end-to-end copper or fibre run, each party shall provision, its components of the SDH Optical Line System.
- b) As soon as practicable after the SDH Optical System equipment has been installed and connected, each party shall test the capacity at its end in accordance with agreed procedures and shall provide the other party with a copy of the results to show that its parts of the SDH Optical Line System comply with the agreed SDH Specifications.

2.4 Tributary Testing

- a) As soon as practicable after the successful completion of the Acceptance Procedure, each party shall provide the other party with a completed tributary allocation form, setting out the bandwidth, transmission technologies and protocols which the reporting party proposes for the capacity provisioned over the In-Span Interconnect Link.
- b) As soon as practicable after the successful completion of the capacity test, the parties shall implement the In-Span tributaries and shall then test and accept those In-Span tributaries.
- c) In this section, **Acceptance Procedures** means the testing standards, testing procedures and acceptance procedures in accordance with which the parties will determine whether each party's Path complies with the Specifications, as set out in the Operations and Maintenance Manual.

2.5 Interconnection using IP

Any technical specification, detail or procedure on interconnection using IP, including testing procedures, must be discussed and agreed by both parties and included in the Network Plan.

2.6 Costs

The Supplier may recoup half of its costs in case of bilateral links and 100% in case of unilateral links for work in relation to the Footway Box from the Acquirer, on a reasonable time and materials basis.

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2.7 Termination and Renewal

- a) This service will be provided for a minimum service period of twelve (12) months from the date of activation.
- b) Should the Acquirer terminate the ISI Link service before the end of the minimum service period (one (1) year), the Acquirer shall pay 100% of remaining monthly recurring charges.
- c) The Acquirer must inform the Supplier one (1) month prior termination of the service.

3. TECHNICAL SPECIFICATIONS (SDH)

Technical specifications will be set out in the Network Plan

4. TECHNICAL SPECIFICATIONS (IP)

Technical specifications will be set out in the Network Plan

5. OPERATING PROCEDURES

5.1 Pre – Implementation

To prepare for implementation, the following activities will be performed in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> • Check interface specification conformance
2	Agree on Pre-requisites	<ul style="list-style-type: none"> • Confirm Transmission equipment and switch connection proposals • Agree interconnect traffic routing
3	Send Forecast and Capacity Profile	<ul style="list-style-type: none"> • Capacity Profiles (see appendix for example) for all existing and proposed switch connections shall be supplied quarterly in agreed format
4	Send capacity order	<ul style="list-style-type: none"> • Order to be sent using agreed format / form

5.2 Implementation

- a) To implement ISI, the following activities will be performed in the following order:

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	Activity	Details
1	Apply for permission	<ul style="list-style-type: none"> • If street works are required to lay new duct or to build a Footway Box, apply for permission from relevant authorities
2	Complete civil engineering	<ul style="list-style-type: none"> • Completed the civil engineering work required to build the Footway Box.
3	Hand Over Connecting Cable	<ul style="list-style-type: none"> • The In-Span Interconnect is established by either the Supplier or the Acquirer bringing the cable to the Footway Box.
4	Test Paths	<ul style="list-style-type: none"> • Responsibility for carrying out the acceptance tests lies with the Supplier. The test results shall be copied to the Acquirer. (See Appendix)
5	Install and test ADM & SDH	<ul style="list-style-type: none"> • Each party arrange and test their own Add Drop Multiplexer (ADM) • A date is arranged for the joint SDH testing.
6	Issue routing advices	<ul style="list-style-type: none"> • Signalling and routing advices for the route are issued by the Supplier and sent out to the Acquirer.
7	Test and check results	<ul style="list-style-type: none"> • Once STM 1 SDH optical line systems have been tested each party will offer the results to the other party to demonstrate acceptable performance as agreed among the Acquirer and the Supplier
8	Bring into service	<ul style="list-style-type: none"> • The Supplier will check that all relevant technical and commercial issues are in order and will advise the Acquirer that the route is open for customer service

- b) For interconnection using IP, the installation and testing procedures will be discussed and agreed by both parties.

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5.3 Post – Implementation

After implementation, the following activities will be performed in the following order:

	Activity	Details
1	Manage Traffic	<ul style="list-style-type: none"> • Both the Supplier and the Acquirer must provide sufficient capacity in the Interconnection Links to accommodate their own traffic. Both Parties shall monitor the Capacity Utilization Statistics (CUS) in their own circuit group(s) in the Interconnection Links and ensure that the CUS of each circuit group is less than the Capacity Utilization Threshold (CUT). • Each Party shall provide the other Party, on a bi-annual basis, its CUS for its own circuit group(s) in the Interconnection Links. Both Parties shall agree on the circuit group(s) to be measured, and commencement date for the measurement. <p>The CUS of each circuit group means the busy hour circuit utilization of the circuit group (%) divided by the number of circuits in the circuit group.</p> <p>For an initial period of two (2) years from the date of activation, the CUT level of each circuit group in the Interconnection Link between each Party’s Network shall be reached where there is utilization of sixty percent (60%) of the Interconnect Capacity.</p> <p>After the initial period referred to above, the CUT level of each circuit group in the Interconnection Link between each Party’s Network shall be reached where:</p> <p>(a) there is utilization of seventy percent (70%) of the Interconnect Capacity, where Interconnect Capacity is less than sixty-three (63) E1s for Interconnection with the Supplier’s Network; and</p> <p>(b) there is utilization of seventy five (75%) of the Interconnect Capacity, where Interconnect Capacity is more than sixty-three (63) E1s for Interconnection with the Supplier’s Network.</p>

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2	Changes to switch system build	<ul style="list-style-type: none"> Proposed changes to switch system builds² must be notified by the party proposing the change, with details of the proposed change The parties will jointly assess the implications of the proposed change and agree on the level of testing.
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5.4 Cessation Of Capacity

To cease capacity, the following activities will be performed in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> Need to cease capacity, as identified by analysis of Forecasts and Capacity Profiles, will be discussed at the technical review meeting forum.
2	Order for Capacity Cessation	<ul style="list-style-type: none"> Order to be sent using agreed format / form The Supplier will plan the work necessary to fulfil the order.
3	Issue SRA	<ul style="list-style-type: none"> Signalling and Routing Advice (SRA) are issued by the Supplier and sent out to the Acquirer Reflect cessation in the system
4	Confirm traffic is Removed and cease capacity	<ul style="list-style-type: none"> The Supplier seeks confirmation from the Acquirer that no traffic is carried on the Capacity The capacity is ceased

² A switchbuild is identified by its switch supplier, switch type or product, specific hardware and software identities, switch and SS7 interfaces

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6. COMMERCIAL TERMS AND CHARGES

6.1 Charging Principles

ISI charging principles are based on

a) Type of Traffic

If traffic is unilateral, the party that is sending traffic (to another party) will pay for the full charges of the ISI Service and its own Path. If traffic is bilateral, each party will pay 50% of the charges applicable for the relevant interconnection links provided by both parties at the rates set out in section 6.3, unless the relative level of traffic exchanged between the parties exceeds 60% in either direction across three (3) successive months, in which case, the charges applicable to each PoI shall be shared in proportion to the ratio of traffic exchanged, with the party responsible for sending a greater amount of traffic responsible for a proportionately greater share of the PoI charges, according to the following formula:

$$RP_A = RT \times CO_A / CT \text{ and } RP_S = RT \times CO_S / CT$$

where

RP_A = the total MRC of the transmission capacity of the POI provided by both parties payable by the Acquirer

RP_S = the total MRC of the transmission capacity of the POI provided by both parties payable by the Supplier

RT = total MRC of the transmission capacity of the POI provided by both parties according to section 6.3. For the avoidance of doubt, neither rental costs of the premises locating the Acquirer's and Supplier's starting point of the Path to the Meet-me Point nor related costs for electricity, building maintenance, air condition and other building related parts of the location of the Acquirer's premises and Supplier's starting point of the Path to the Meet-me Point can be included in the total MRC of the of the transmission capacity provided by the Acquirer and the Supplier



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CO_A = total Terminating Minutes of the Acquirer in the network of the Supplier

CO_S = total Terminating Minutes of the Supplier in the network of the Acquirer

CT = total Terminating Minutes of the Acquirer in the network of the Supplier plus the total Terminating Minutes of the Supplier in the network of the Acquirer

b) Footway Box

Each party will bear half the actual cost of the Footway Box in case of bilateral links. In case of unilateral links the Acquiring party pays 100% of the Footway Box costs. For the avoidance of doubt, the costs of the Footway Box consists of the costs of the Footway Box itself, related purchasing costs of the Footway Box (including taxes and duty payments, if applicable) and the cost for the deployment of the Footway Box, as agreed by the parties.

c) MPT's Reference Access Offer

- i) The parties acknowledge that the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 shall be the same as the pricing for equivalent domestic leased line services set out in MPT's Reference Access Offer (once published by MPT in accordance with the Interconnection Rules) (the **RAO**). If there is any inconsistency between the pricing set out in Table B of section 6.2 or Tables C or D of section 6.3 and the pricing for equivalent domestic leased line services set out in the RAO, the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 shall be automatically amended so that it is the same as the pricing for the equivalent domestic leased line services set out in the RAO. References in this section to pricing for equivalent domestic leased line services set out in the RAO include any discounts applicable to those services under the RAO.
- ii) If there is any dispute about whether there is an inconsistency between the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 and the pricing for equivalent domestic leased line services set out in the RAO, the parties shall settle that dispute in accordance with section 4 of the RIO Agreement.

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6.2 Charges (One – Off)

Table A: Application Charge

For all types of application, including but not limited to request for service and request for termination.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Application Charge (Per Application)	50,000	50,000	50,000

Table B: Setup Charges

- a) These charges include but not limited to Footway Box construction, Footway Box preparation, fibre installation / removal, software configuration, manpower for co-ordination, interconnection testing and etc.
- b) Due to insufficient cost information in the short run, setup charges for Footway Box construction will be on case by case basis. However the necessity of all work chargeable on a time and materials basis shall be justified by the Supplier. In the long term with more cost information, setup charges shall be clearly defined.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Construction of the Footway Box	Case by case	Case by case	Case by case

Type of Charge	Tariffs (MMK in millions) 2014, 2015, 2016	
	E1	STM - 1
Installation (Per Link)	0.097	0.957

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6.3 Charges (Recurring)

Table C: Handover Port Charges

Type of Charge	Tariffs (MMK in millions)		
	2014	2015	2016
Handover Port (Per E1 Link, per year)	1.065	1.065	1.065
Handover Port (Per STM - 1 Link, per year)	10.539	10.539	10.539

Table D: Link Rental and Maintenance Charges

Type of Charge	Tariffs (MMK in millions) 2014, 2015, 2016		
	E1	STM – 1	-
Through-Connection (Per link, per year)	0.265	2.620	-
0 – 5 km (Per link, per year)	0.478	4.725	-
5 – 10 km (Per link, per year)	0.894	8.851	-
10 – 20 km (Per link, per year)	1.532	15.166	-
20 – 30 km (Per link, per year)	2.383	23.586	-
30 – 40 km (Per link, per year)	3.233	32.007	-
40 – 50 km (Per link, per year)	4.084	40.427	-
50 – 60 km (Per link, per year)	4.934	48.847	-

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Above 60 km (Per link, per year, per km)	0.086	0.843	-
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6.4 Charges (Variable)

Additional services will be charged on a case – by – case basis.

6.5 Billing Calculations

The agreed unit for calculating the charges is stated in the respective table.

7. SERVICE LEVELS

7.1 General

- a) It is the Parties' intention that the Service Levels stated in this Schedule 1A will reflect a phased approach and will transition the Supplier towards meeting international standards at the end of a two-year transition period.
- b) As such, the Service Levels that will apply from the date of the RIO Agreement for a period of twelve (12) months (**Contract Year 1**), will be set at a lower level. The Service Levels that will apply in the period starting at the end of Contract Year 1 and continuing for twelve (12) months (**Contract Year 2**), will be set at an intermediate level. The Service Levels that will apply after the end of Contract Year 2 until termination or expiry of the RIO Agreement (**Post-Transition**), will be consistent with international standards.

7.2 Co-operation

Both parties acknowledge that together they control the In-Span Interconnect Link and the SDH Optical Line System and that they:

- a) are responsible for managing and operating the components of the In-Span Interconnect Link over which they exercise control;

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- b) will decide whether to measure and monitor the traffic and quality of Service over the In-Span Interconnect Link in as close to real time as possible; and
- c) will work jointly to achieve the highest quality Service over the In-Span Interconnect Link in accordance with the general standards and methods specified by the ITU.

7.3 Service Level

Neither party shall be entitled to make any claim under this Service Level in the following circumstances:

- a) Force Majeure (See chapter on Force Majeure)
- b) Failure of the other party's equipment
- c) Act or omission of the other party
- d) where the other party has engaged in unreasonable delay in relation to, or breached any of, its obligations as set out in this Service Description;
- e) where the other party does not co-operate as reasonably requested in relation to factors affecting quality of Service
- f) Permitted suspension of the Service
- g) Scheduled maintenance.
- h) Failure on the part of the other party to timely report the incident
- i) Failure on part of the other party to provide all other information reasonably requested in furtherance

7.4 Reporting

Each party shall provide traffic and quality of Service reports within twenty (20) Business Days of a request from the other in relation to:

- a) in the case of the Supplier, the traffic and quality of Service over the Supplier In-Span Interconnect Link; and

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b) in the case of the Acquirer, the traffic and Quality of Service over the Acquirer In-Span Interconnect Link, containing at least the information detailing the conduct and results of the following tests:

i) End-to-End Bit Error Rate Test (BERT)

ii) Performance test (to be discussed and agreed among operators)

7.5 Delivery and Installation Lead Times

a) The following Delivery Lead Times will apply to the installation of In-Span Interconnect:

Order Type	Delivery Lead Time Contract Year 1	Delivery Lead Time Contract Year 2	Delivery Lead Time Post-Transition	
In-Span Interconnect Link to a new POI (or In-Span Interconnect Link requiring the procurement of new equipment)	60 Business Days*	50 Business Days*	40 Business Days*	From the date on which the Acquirer receives notification of acceptance of an order
In-Span Interconnect Link to an existing POI (requiring no procurement of new equipment)	25 Business Days	20 Business Days	15 Business Days	From the date on which the Acquirer receives notification of acceptance of an order

* subject to the availability of equipment

b) The applicable Service Rebates for a failure to meet the Delivery Lead Times set out in the preceding paragraph are as follows:

Delay in Delivery Lead Time	Rebate
Up to 10 Business Days	40% of the first month rent

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Up to 20 Business Days	80% of the first month rent
More than 20 Business Days	150% of the first month rent

- c) Each Party will, as soon as practicable after becoming aware of a fault with the ISI Link, notify the other party of that fault in accordance with the procedures for the reporting of faults as set out in the Network Plan for the reporting of faults, fault investigation and identification of the fault owner and other affected Party.

7.6 Repair times and performance and uptime

- a) Both parties will use their best endeavours to meet the Target repair times for the types of failures set out in the table below, and which states the Service Rebate regime that will apply if the relevant Target Availability falls below the stated thresholds:
- b) Repair times are dependent on the nature of the fault. When a fault has been reported and both parties agree that the fault is a critical or major link or route failure in accordance with the Network Plan, both parties will address critical and major link and route failure as priority.
- c) The following repair times apply in Contract Year 1:

Fault type	Target Restoration Time for ISI Links	Threshold for Restoration Times for ISI Links
Critical link and route failure	90% within 6 hours of receipt of Fault Report	10 hours of receipt of Fault Report
Major link and route failure	90% within 6 hours of receipt of Fault Report	12 hours of receipt of Fault Report
Others	90% within 2 Business Days	5 Business Days

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The target repair times for the remaining 10% of the cases on average are 5 Business Days.

d) The following repair times apply in Contract Year 2:

Fault type	Target Restoration Time for ISI Links	Threshold for Restoration Times for ISI Links
Critical link and route failure	95% within 3 hours of receipt of Fault Report	5 hours of receipt of Fault Report
Major link and route failure	95% within 5 hours of receipt of Fault Report	8 hours of receipt of Fault Report
Others	95% within 1 Business Day	3 Business Days

The target repair times for the remaining 5% of the cases on average are 5 Business Days.

e) The following repair times apply Post-Transition (unless otherwise agree by the parties):

Fault type	Target Restoration Time for ISI Links	Threshold for Restoration Times for ISI Links
Critical link and route failure	98% within 2 hours of receipt of Fault Report	4 hours of receipt of Fault Report
Major link and route failure	98% within 4 hours of receipt of Fault Report	6 hours of receipt of Fault Report
Others	98% within 1 Business Day	2 Business Days

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The target repair times for the remaining 2% of the cases on average are 3 Business Days.

- f) Critical Link Failure, Major Link Failure, Minor Link Failure, Critical Route Failure, Major Route Failure and Minor Route Failure are defined as follows:

Fault type	Classification
Critical Link Failure	<i>75% or more of total signalling capacity is unavailable</i>
Major Link Failure	<i>50% to < 75% of total signalling capacity is unavailable</i>
Minor Link Failure	<i>25% to < 50% of total signalling capacity is unavailable</i>
Critical Route Failure	<i>50% or more of total capacity of the route is unavailable to carry traffic.</i>
Major Route Failure	<i>25% to < 50% of total capacity of the route is unavailable</i>
Minor Route Failure	<i>Less than 25% of total capacity of the route is unavailable to carry traffic</i>

- g) The following rebates are applicable while violating the thresholds of the restoration time for critical and major link and route failure:

Length of Extending Fault Resolution Time Threshold	Service rebate
Less than 2 hours	617,547 MMK
2 hours up to, but not including 4 hours	1,235,090 MMK
4 hours up to, but not including 8 hours	1,852,640 MMK
8 hours or more	2,470,190 MMK

7.7 Grade of Service measurements

Both party will discuss and decide if they will monitor the Grade of Service. In the case of the Supplier, the Supplier In-Span Interconnect Link and in the case of the Acquirer, the Acquirer In-Span Interconnect Link. This is to measure and monitor the overall quality of service over their respective links, including at least measurement by the parameters specified in the Network Plan.

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7.8 On-going Traffic Management and Provision of Interconnect Capacity for CUS Exceeding CUT level

- a) On an on-going basis, where the Party responsible for the circuit group(s) (**Triggering Party**) determines that its CUS has exceeded the CUT level for seven (7) consecutive days, the Triggering Party shall within twenty (20) Business Days provide a notification (**Notification**) to the other Party (**Receiving Party**). The Notification shall contain the CUS and any remedial measures or recommend steps which the Triggering Party proposes to undertake to address potential congestion levels in Interconnect Capacity.
- b) Upon receipt of the Triggering Party's notification under sub-paragraph a), the Receiving Party will respond within ten (10) Business Days (or such other period as may be agreed). The response shall be either:
 - i) an acknowledgment that traffic congestion levels in the allocated Interconnect Capacity may be avoided or minimised, provided the Triggering Party duly satisfies any remedial measures or recommended steps outlined in the Triggering Party's Notification; or
 - ii) an acknowledgment, based on the Triggering Party's Notification, that traffic congestion levels in allocated Interconnect Capacity is likely to, or will, occur and an accompanying request to the Triggering Party to procure increased Interconnect Capacity.



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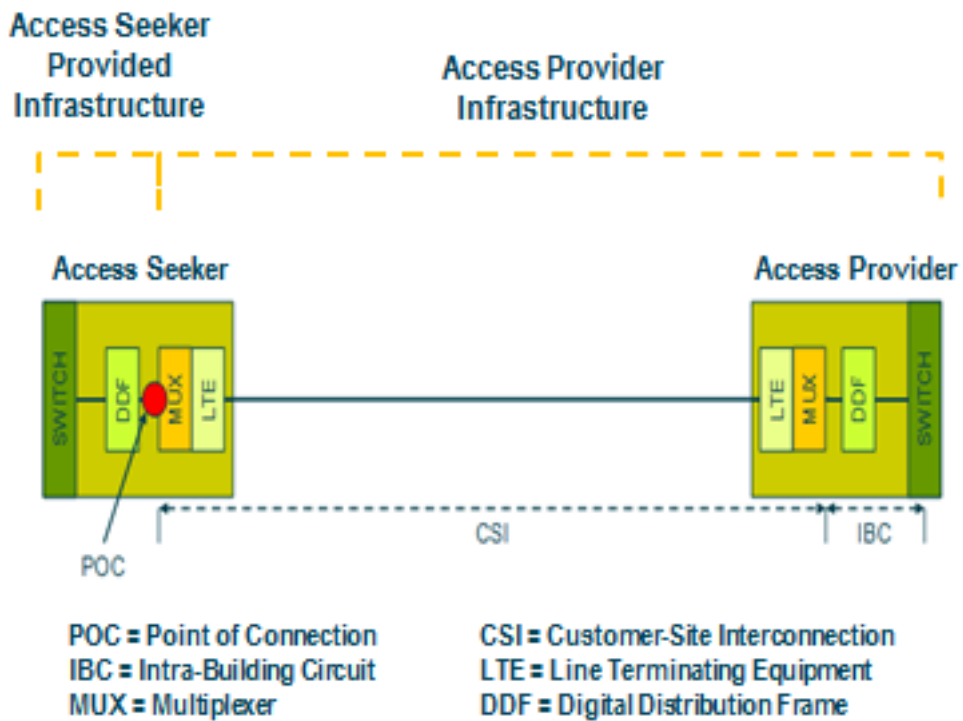
Schedule 1B

Customer-Sited Interconnection (CSI)

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1. CUSTOMER-SITED INTERCONNECTION (CSI) LINK

In CSI, entire Interconnection Link is provided by the Supplier, hence the Supplier will install the relevant transmission equipment inside the Acquirer's premises, provided minimum technical conditions are met. In this case, the Meet-me Point of the POI will be located in that Acquirer's premises.



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2. TERMS AND CONDITIONS

2.1 Acquirer Obligations

- a) The Acquirer shall provide the Supplier with suitable space for, and access at reasonable times to, the Supplier equipment required to be located in the premises in which the Acquirer's Connection is located. If consent is required from a third party, the Acquirer shall procure such consent. The Supplier is not required to pay the Acquirer for the preparation or use of, or access to, space provided pursuant to this sub-paragraph.
- b) If the Supplier equipment at the Meet-me Point of the Point of Interconnection requires a continuous mains electricity supply and electricity connection points, they shall be supplied, where specified by the Supplier, by the Acquirer at its expense. Such electricity shall be available at the same level of supply, protection and continuity as that available to the Acquirer's own equipment.
- c) The Acquirer shall be solely responsible for any loss, theft or destruction of, or damage (reasonable wear and tear excepted) to the Supplier equipment in the premises housing the agreed Meet-me Point of the Point of Interconnection, caused (unless caused by the Supplier or its agents), occurring at any time while such Supplier equipment is so located.

2.2 Supplier Obligations

The Supplier undertakes not to damage or destroy equipment forming part of the Acquirer property whilst providing or maintaining CSI Links. If such damage or destruction does occur, the Supplier shall pay the reasonable cost of repair or replacement of such equipment, fair wear and tear excepted.

2.3 Architecture

- a) The CSI Link Service comprises:
 - i) the Intra-building Link within the Supplier building (From Multiplexer to Supplier Switch Connection);

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- ii) one or more Paths in the premises of the Acquirer provided by the Acquirer; and
 - iii) as appropriate, a signalling link, provisioned and operated by the Supplier. The Meet-me Point of the Point of Interconnection is located in the premises of the Acquirer.
- b) Each CSI Link contains not more than 31 traffic circuits and may, if required, contain a signalling link.
- c) Unless otherwise agreed, a CSI Link may convey agreed traffic types of both Parties.
- d) Subject to the Supplier obtaining all necessary consents, which it must use its reasonable endeavours to obtain, the Supplier shall provide Paths by radio, fibre or optical fibre. If the Supplier is unable to obtain such consents, the Supplier, after notifying the Acquirer in writing, may:
 - i) suspend its obligations under the relevant order until such time as the necessary consents are obtained; and/or
 - ii) notify the Acquirer that, subject to the payment of the relevant charges (if any), the Supplier shall, if agreed by the Acquirer, provide (as a temporary or permanent measure) that Path by radio, fibre or copper cable (120 ohm) if agreed by the Acquirer.
- e) If, pursuant to sub-paragraph (d), the Acquirer notifies the Supplier that the Acquirer does not accept provision by the use of copper or radio, the Supplier's obligation to provide that CSI Link shall be suspended until such time as the necessary consents are obtained.
- f) If the Supplier notifies the Acquirer of its intention to suspend its obligation to provide a CSI Link in accordance with sub-paragraph (e), the Acquirer may notify the Supplier in writing of the cancellation of the order for that CSI Link without any penalty:
- g) If pursuant to sub-paragraph (d), the Acquirer notifies the Supplier that the Acquirer accepts provision by the use of radio or copper cable, the Supplier shall so provide the Path, provided that all necessary consents are obtained.

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2.4 Site Entry Separation

- a) Site Entry Separation means the provision of separate ducts having different entry points to the Acquirer premises.
- b) The Acquirer may request Separation and the Supplier shall, subject to its reasonable ability to do so, use its reasonable endeavours to supply the relevant Separation in accordance with the reasonable timescales notified by the Supplier when accepting the request for Separation.
- c) Cost of separation will be borne by the Acquirer in the case of unilateral links and will be borne 50% by the Acquirer in the case of bilateral links.

2.5 Signalling

- a) When ordering the first CSI Links between a specific Supplier Switch Connection and a specific Acquirer Switch Connection, the Acquirer shall order a signalling link set and specify the route type(s).
- b) The Acquirer shall order an additional signalling link set if the total number of Interconnect Links between a Supplier Switch Connection and an Acquirer Switch Connection exceed 64 times 2Mbit/s or as otherwise agreed by the parties.
- c) An order for a signalling link shall include an order for an Intrabuilding Link.

2.6 Route Types

Each traffic route is provided with a route type. Where a Party orders an additional route type, it shall specify the required traffic types from the list previously agreed between the parties.

2.7 Rearrangements

- a) The Acquirer may request the rearrangement of Intrabuilding Links on the Acquirer's side of the Meet-me Point of the Point of Interconnection. A change necessitating a Path being moved from one building to another building shall be termination of an existing CSI Link and the provision of a new CSI Link.
- b) Cost of rearrangement will be borne by the Acquirer



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2.8 Interconnection using IP

Any technical specification, detail or procedure on interconnection using IP, including testing procedures, must be discussed and agreed by both parties.

2.9 Termination and Renewal

- a) This service will be provided for a minimum service period of twelve (12) months from the date of activation.
- b) Should the Acquirer terminate the CSI Link service before the end of the minimum service period (1 year), the Acquirer shall pay 100% of remaining monthly recurring charges.
- c) The Acquirer must inform the Supplier one (1) month prior to termination of the service.

3. TECHNICAL SPECIFICATIONS (SDH)

Technical specifications will be set out in the Network Plan

4. TECHNICAL SPECIFICATIONS (IP)

Technical specifications will be set out in the Network Plan

Reference Interconnection Offer

5. OPERATING PROCEDURES

5.1 Pre – Implementation

To prepare for implementation, the following activities will be performed in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> • Check interface specification conformance
2	Agree on Pre-requisites	<ul style="list-style-type: none"> • Confirm Transmission equipment and switch connection proposals • Agree interconnect traffic routing
3	Send Forecast and Capacity Profile	<ul style="list-style-type: none"> • Capacity Profiles (see appendix for example) for all existing and proposed switch connections shall be supplied quarterly in agreed format
4	Send capacity order	<ul style="list-style-type: none"> • Order to be sent using agreed format / form

5.2 Implementation – Customer - Sited Interconnection (CSI)

a) To implement CSI, the following activities will be performed in the following order:

	Activity	Details
1	Assign Network Capacity	<ul style="list-style-type: none"> • The Supplier assigns intra building links on the Supplier side for the Path interconnect systems
2	Schedule test date	<ul style="list-style-type: none"> • The Supplier advises the Acquirer of the Ready For Test date(s) for the order. • The Supplier and the Acquirer agree Operational Test Schedule for the order.
3	Issue Signalling and Routing Advice(s)	<ul style="list-style-type: none"> • Signalling and Routing Advice (SRA) are issued by the Supplier and sent to the Acquirer (see appendix for example)
4	Provision of Circuit	<ul style="list-style-type: none"> • The Path is provided
5	Test and check results	<ul style="list-style-type: none"> • Once STM 1 SDH optical line systems have been tested each party will offer the results to the other to demonstrate acceptable performance as agreed among the Acquirer and the Supplier
6	Bring into service	<ul style="list-style-type: none"> • The Supplier will check that all relevant technical and commercial issues are in order and will advise the Acquirer that the route is open for customer service

b) For interconnection using IP, the installation and testing procedures will be discussed and agreed by both parties.

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5.3 Post – Implementation

After implementation, the following activities will be performed in the following order:

	Activity	Details
1	Manage Traffic	<ul style="list-style-type: none"> • Both the Supplier and the Acquirer must provide sufficient capacity in the Interconnection Links to accommodate their own traffic. Both Parties shall monitor the Capacity Utilization Statistics (CUS) in their own circuit group(s) in the Interconnection Links and ensure that the CUS of each circuit group is less than the Capacity Utilization Threshold (CUT). • Each Party shall provide the other Party, on a bi-annual basis, its CUS for its own circuit group(s) in the Interconnection Links. Both Parties shall agree on the circuit group(s) to be measured, and commencement date for the measurement. <p>The CUS of each circuit group means the busy hour circuit utilization of the circuit group (%) divided by the number of circuits in the circuit group.</p> <p>For an initial period of two (2) years from the date of activation, the CUT level of each circuit group in the Interconnection Link between each Party’s Network shall be reached where there is utilization of sixty percent (60%) of the Interconnect Capacity.</p> <p>After the initial period referred to above, the CUT level of each circuit group in the Interconnection Link between each Party’s Network shall be reached where:</p> <ul style="list-style-type: none"> (a) there is utilization of seventy percent (70%) of the Interconnect Capacity, where Interconnect Capacity is less than sixty-three (63) E1s for Interconnection with the Supplier’s Network; and (b) there is utilization of seventy five percent (75%) of the Interconnect Capacity, where Interconnect Capacity is more than sixty-three (63) E1s for Interconnection with the Supplier’s Network.

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2	Changes to switch system build	<ul style="list-style-type: none"> Proposed changes to switch system builds³ must be notified by the party proposing the change, with details of the proposed change The parties will jointly assess the implications of the proposed change and agree on the level of testing.
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5.4 Cessation Of Capacity

To cease capacity, the following activities will be performed in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> Need to cease capacity, as identified by analysis of Forecasts and Capacity Profiles, will be discussed at the technical review meeting forum.
2	Order for Capacity Cessation	<ul style="list-style-type: none"> Order to be sent using agreed format / form The Supplier will plan the work necessary to fulfil the order.
3	Issue SRA	<ul style="list-style-type: none"> Signalling and Routing Advice SRA are issued by the Supplier and sent out to the Acquirer Reflect the cessation
4	Confirm traffic is Removed and cease capacity	<ul style="list-style-type: none"> The Supplier seeks confirmation from the Acquirer that no traffic is carried on the Capacity The capacity is ceased

³ A switchbuild is identified by its switch supplier, switch type or product, specific hardware and software identities, switch and SS7 interfaces

Reference Interconnection Offer

6. COMMERCIAL TERMS AND CHARGES

6.1 Charging Principles

CSI charging principles are based on

a) Type of Traffic

If traffic is unilateral, the party that is sending traffic (to another party) will pay for the full charges of the CSI Service and its own Path. If traffic is bilateral, each party will pay 50% of the charges applicable for the relevant interconnection links provided by both parties at the rates set out in section 6.3, unless the relative level of traffic exchanged between the parties exceeds 60% in either direction across three (3) successive months, in which case, the charges applicable to each PoI shall be shared in proportion to the ratio of traffic exchanged, with the party responsible for sending a greater amount of traffic responsible for a proportionately greater share of the PoI charges, according to the following formula:

$$RP_A = RT \times CO_A / CT \text{ and } RP_S = RT \times CO_S / CT$$

where

RP_A = the total MRC of the transmission capacity of the POI provided by both parties payable by the Acquirer

RP_S = the total MRC of the transmission capacity of the POI provided by both parties payable by the Supplier

RT = total MRC of the transmission capacity of the POI provided by both parties according to section 6.3. Just for the avoidance of doubt, neither rental costs of the premises locating the Acquirer's and Supplier's starting point of the Path to the Meet-me Point and of the Meet-me Point itself nor related costs for electricity, building maintenance, air condition and other building related parts of the location of the Acquirer's premises and Supplier's starting point of the Path to the Meet-me Point and of the Meet-me Point itself can be included in the total MRC of the of the transmission capacity provided by the Acquirer and the Supplier



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CO_A = total Terminating Minutes of the Acquirer in the network of the Supplier

CO_S = total Terminating Minutes of the Supplier in the network of the Acquirer

CT = total Terminating Minutes of the Acquirer in the network of the Supplier plus the total Terminating Minutes of the Supplier in the network of the Acquirer

- b) Location of POI, equipment and service provided

For CSI, additional equipment such as LTE and MUX will be provided and maintained by the Supplier at the Acquirer's premises.

- c) MPT's Reference Access Offer

- i) The parties acknowledge that the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 shall be the same as the pricing for equivalent domestic leased line services set out in MPT's Reference Access Offer (once published by MPT in accordance with the Interconnection Rules) (the **RAO**). If there is any inconsistency between the pricing set out in Table B of section 6.2 or Tables C or D of section 6.3 and the pricing for equivalent domestic leased line services set out in the RAO, the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 shall be automatically amended so that it is the same as the pricing for the equivalent domestic leased line services set out in the RAO. References in this section to pricing for equivalent domestic leased line services set out in the RAO include any discounts applicable to those services under the RAO.
- ii) If there is any dispute about whether there is an inconsistency between the pricing set out in Table B of section 6.2 and Tables C and D of section 6.3 and the pricing for equivalent domestic leased line services set out in the RAO, the parties shall settle that dispute in accordance with section 4 of the RIO Agreement.

Reference Interconnection Offer

6.2 Charges (One – Off)

Table A: Application Charge

For all types of application, including but not limited to request for service and request for termination.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Application Charge (Per Application)	50,000	50,000	50,000

Table B: Setup Charges

- a) These charges include but not limited to equipment and fibre installation / removal, software configuration, manpower for co-ordination, interconnection testing and etc.
- b) Due to insufficient cost information in the short run, setup charges will be on case by case basis. However the necessity of all work chargeable on a time and materials basis shall be justified by the Supplier. In the long term with more cost information, setup charges shall be clearly defined.

Type of Charge	Tariffs (MMK in millions) 2014, 2015, 2016	
	E1	STM – 1
Installation	0.097	0.957

Reference Interconnection Offer

6.3 Charges (Recurring)

Table C: Equipment Rental Charges

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Equipment Rental	Case – by – case basis		

Table D: Handover Port Charges

Type of Charge	Tariffs (MMK in millions)		
	2014	2015	2016
Handover Port (Per E1 Link, per year)	1.065	1.065	1.065
Handover Port (Per STM - 1 Link, per year)	10.539	10.539	10.539

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Table E: Link Rental And Maintenance Charges

Type of Charge	Tariffs (MMK in millions) 2014, 2015, 2016		
	E1	STM – 1	-
Through-Connection (Per link, per year)	0.265	2.620	-
0 – 5 km (Per link, per year)	0.478	4.725	-
5 – 10 km (Per link, per year)	0.894	8.851	-
10 – 20 km (Per link, per year)	1.532	15.166	-
20 – 30 km (Per link, per year)	2.383	23.586	-
30 – 40 km (Per link, per year)	3.233	32.007	-
40 – 50 km (Per link, per year)	4.084	40.427	-
50 – 60 km (Per link, per year)	4.934	48.847	-
Above 60 km (Per link, per year, per km)	0.086	0.843	-

6.4 Charges (Variable)

Additional services will be charged on a case – by – case basis.

6.5 Billing Calculations

The agreed unit for calculating the charges is stated in the respective table.

Reference Interconnection Offer

7. SERVICE LEVELS

7.1 General

- a) It is the Parties' intention that the Service Levels stated in this Schedule 1B will reflect a phased approach and will transition the Supplier towards meeting international standards at the end of a two-year transition period.
- b) As such, the Service Levels that will apply from the date of the RIO Agreement for a period of twelve (12) months (**Contract Year 1**), will be set at a lower level. The Service Levels that will apply in the period starting at the end of Contract Year 1 and continuing for twelve (12) months (**Contract Year 2**), will be set at an intermediate level. The Service Levels that will apply after the end of Contract Year 2 until termination or expiry of the RIO Agreement (**Post-Transition**), will be consistent with international standards.

7.2 Application of Service Levels

The Acquirer shall not be entitled to make any claim under this Service Level in the following circumstances:

- a) Force Majeure (See chapter on Force Majeure)
- b) Failure of the Acquirer's equipment
- c) Act or omission of the Acquirer
- d) where the Acquirer has engaged in unreasonable delay in relation to, or breached any of, its obligations as set out in this Service Description;
- e) where the Acquirer does not co-operate with the Supplier as reasonably requested by the Supplier in relation to factors affecting quality of Service
- f) Permitted suspension by the Supplier of the Service
- g) Scheduled maintenance on the Supplier's network.
- h) Failure on the part of the Acquirer to timely report the incident

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- i) Failure on part of the Acquirer to provide the Supplier with all other information reasonably requested in furtherance of troubleshooting the reported issue.

7.3 Reporting

The Supplier shall provide reports within 20 Business Days after a request from the Acquirer in relation to the traffic and quality of Service over the CSI Link containing at least information detailing the conduct and results of the following tests:

- a) End-to-End Bit Error Rate Test (BERT); and
- b) Performance Test (to be discussed and agreed among operators)

7.4 Delivery and Installation Lead Times for CSI Links

- a) The following Delivery Lead Times will apply to the installation of the Customer-Sited Interconnection:

Order Type	Delivery Lead Time Contract Year 1	Delivery Lead Time Contract Year 2	Delivery Lead Time Post-Transition	
Extension of active link capacity on an existing CSI fiber cable	50 Business Days	40 Business Days	30 Business Days	From the date on which the Acquirer receives notification of acceptance of an order
Deployment of new CSI fiber cable and related active equipment	130 Business Days	120 Business Days	100 Business Days	From the date on which the Acquirer receives notification of acceptance of an order

- b) The applicable Service Rebates for a failure to meet the Delivery Lead Times set out in the preceding paragraph are as follows:

Delay in Delivery Lead Time	Rebate
Up to 10 Business Days	40% of the first month rent

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Up to 20 Business Days	80% of the first month rent
More than 20 Business Days	150% of the first month rent

7.5 Performance and uptime

- a) Both party will use their best endeavours to meet that Target repair times for the types of failures set out in the table below, and which states the Service Rebate regime that will apply if the relevant Target Availability falls below the stated thresholds:
- b) Repair times are dependent on the nature of the fault. When a fault has been reported and both parties agree that the fault is a critical or major link or route failure in accordance with the Network Plan. Both parties will address critical and major link and route failure as priority.
- c) Each party will, as soon as practicable after becoming aware of a fault with the CSI Link, notify the other party of that fault in accordance with the procedures for the reporting of faults as set out in the Network Plan for the reporting of faults, fault investigation and identification of the fault Owner and other affected Party.
- d) The following repair times apply in Contract Year 1:

Fault type	Target Restoration Time for CSI Links	Threshold for Restoration Times for CSI Links
Critical link and route failure	90% within 20 hours of receipt of Fault Report	48 hours of receipt of Fault Report
Major link and route failure	90% within 20 hours of receipt of Fault Report	48 hours of receipt of Fault Report
Others	90% within 3 Business Days	5 Business Days

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The target repair times for the remaining 10% of the cases on average are 20 Business Days.

e) The following repair times apply in Contract Year 2:

Fault type	Target Restoration Time for CSI Links	Threshold for Restoration Times for CSI Links
Critical link and route failure	95% within 8 hours of receipt of Fault Report	20 hours of receipt of Fault Report
Major link and route failure	95% within 8 hours of receipt of Fault Report	20 hours of receipt of Fault Report
Others	95% within 2 Business Days	5 Business Days

The target repair times for the remaining 5% of the cases on average are 15 Business Days.

f) The following repair times apply Post-Transition (unless otherwise agree by the parties):

Fault type	Target Restoration Time for CSI Links	Threshold for Restoration Times for CSI Links
Critical link and route failure	98% within 5 hours of receipt of Fault Report	12 hours of receipt of Fault Report
Major link and route failure	98% within 5 hours of receipt of Fault Report	12 hours of receipt of Fault Report
Others	98% within 2 Business Days	5 Business Days

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The target repair times for the remaining 2% of the cases on average are 3 Business Days.

- g) Critical Link Failure, Major Link Failure, Minor Link Failure, Critical Route Failure, Major Route Failure and Minor Route Failure are defined as follows:

Fault type	Classification
Critical Link Failure	<i>75% or more of total signalling capacity is unavailable</i>
Major Link Failure	<i>50% to < 75% of total signalling capacity is unavailable</i>
Minor Link Failure	<i>25% to < 50% of total signalling capacity is unavailable</i>
Critical Route Failure	<i>50% or more of total capacity of the route is unavailable to carry traffic.</i>
Major Route Failure	<i>25% to < 50% of total capacity of the route is unavailable</i>
Minor Route Failure	<i>Less than 25% of total capacity of the route is unavailable to carry traffic</i>

- h) The following rebates are applicable while violating the thresholds of the restoration time for critical and major link and route failure:

Length of Extending Fault Resolution Time Threshold	Service rebate
No extension	None
Less than 2 hours	617,547 MMK
2 hours up to, but not including 4 hours	1,235,090 MMK
4 hours up to, but not including 8 hours	1,852,640 MMK
8 hours or more	2,470,190 MMK

7.6 Grade of Service measurements

Both party will discuss and decide if they will monitor the Grade of Service. In the case of the Supplier, the Supplier In-Span Interconnect Link and in the case of the Acquirer, the Acquirer In-Span Interconnect Link. This is to measure and monitor the overall quality of service over their respective links, including at least measurement by the parameters specified in the Network Plan.

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7.7 On-going Traffic Management and Provision of Interconnect Capacity for CUS Exceeding CUT level

- a) On an on-going basis, where the Party responsible for the circuit group(s) (**Triggering Party**) determines that its CUS has exceeded the CUT level for seven (7) consecutive days, the Triggering Party shall within twenty (20) Business Days provide a notification (**Notification**) to the other Party (**Receiving Party**). The Notification shall contain the CUS and any remedial measures or recommend steps which the Triggering Party proposes to undertake to address potential congestion levels in Interconnect Capacity.
- b) Upon receipt of the Triggering Party's notification under sub-paragraph a), the Receiving Party will respond within ten (10) Business Days (or such other period as may be agreed). The response shall be either:
 - i) an acknowledgment that traffic congestion levels in the allocated Interconnect Capacity may be avoided or minimised, provided the Triggering Party duly satisfies any remedial measures or recommended steps outlined in the Triggering Party's Notification; or
 - ii) an acknowledgment, based on the Triggering Party's Notification, that traffic congestion levels in allocated Interconnect Capacity is likely to, or will, occur and an accompanying request to the Triggering Party to procure increased Interconnect Capacity.



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Schedule 1C

Co-location for Point of Interconnection

Reference Interconnection Offer

1. ACQUIRER AND SUPPLIER

This Schedule is a reciprocal Schedule and describes mutual co-location and Interconnection services for a Point of Interconnection. In this Schedule, the Supplier means the Party supplying the co-location service, and the Acquirer means the Party acquiring the co-location service.

2. SERVICE DESCRIPTION

a) This section defines co-location for a Point of Interconnection and provides a detailed description of the characteristics of the service provided by the Supplier.

b) There are two types of co-location Service that may be provided by the Supplier:

i) Physical co-location refers to installation of the Acquirer's equipment on the Supplier's premises for the purpose of establishing Interconnection where two sets of equipment, that of the Supplier and that of the Acquirer, remain distinct as dedicated space or room is provided. This dedicated room or space is normally shared by more than one operator requesting co-location. The Acquirer installs and maintains its own equipment and the fibre cable connecting its Network with its equipment located at its rented physical co-location space.

ii) Virtual co-location refers to installation of the Acquirer's equipment on the premises of the Supplier, together with the Supplier's equipment, for the purpose of establishing Interconnection but with no dedicated space or room. Installation and maintenance of the Acquirer equipment can be carried out by the Supplier or the Acquirer. The Acquirer installs and maintains the fibre cable connecting its Network with its equipment installed at the Supplier's premises for the virtual co-location.

c) Summary of these two co-location services are as below:

	Co-location Service	Equipment Location	Dedicated room / space	Installation & Maintenance of Requesting License Equipment
1	Physical	Supplier's premises	Yes	By the Acquirer
2	Virtual	Supplier's premises	No	By either the Acquirer or Supplier

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3. TERMS AND CONDITIONS

3.1 Acquirer Obligations

- a) The Acquirer shall, at its own cost, provide all installation materials, the fibre cable connecting its Network with its equipment located at the physical co-location space or installed at the Supplier's premises for virtual co-location and manpower needed for the installation of its co-location equipment and the fibre cable connection. Where certain work is to be carried out by the Supplier under this Schedule, and the charge is not defined, the Acquirer must pay all the reasonable costs incurred by the Supplier.
- b) The Acquirer will be solely responsible for removing all equipment, cabling and other related constructions within one month after contract expiration date. If the Acquirer fails to comply with the above, the Supplier will remove all equipment, cabling and other related constructions and charge the Acquirer accordingly.
- c) The Acquirer acknowledges that the co-location space allocated and the actual placement of the co-location Equipment shall be determined by the Supplier.
- d) The Acquirer shall not sub-let any co-location site.
- e) The Acquirer may only co-locate equipment that has been identified by the Acquirer in its formal request for co-location. If the Acquirer wishes to modify, replace or move any of its equipment located at a co-location site, it must obtain the Supplier's prior written approval.

3.2 Supplier Obligations

- a) The Supplier will offer the Acquirer the possibility to use AC power backed-up by generator if the co-location site is connected to the power grid and if it is technically feasible to do so.
- b) The Supplier reserves the right not to offer AC power at requested locations if it is not technically feasible or otherwise reasonably justified, in which case the Supplier will inform the Acquirer accordingly.



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- c) The Supplier shall provide the Acquirer with an updated list of co-location sites from time to time or on the Acquirer's request. The Supplier may vary the co-location sites listed from time to time.
- d) The Supplier will offer air conditioning within the co-location space in a manner and as agreed between the parties, if the co-location site is connected to the power grid and it is technically feasible to do so, except that where MPT is the Supplier it shall not be required to provide air conditioning in the first one year after the date of the RIO Agreement.
- e) The Supplier shall not be responsible for any damage to the Acquirer's co-location equipment (or lack of access to such) caused by fire, water leakage, air conditioning or mechanical ventilation failure, power fluctuation or interruption, lightning or anything beyond the Supplier's control at the co-location site, except to the extent that such event is the result of a grossly negligent, wilful or reckless breach of this Agreement by the Supplier.
- f) The Supplier shall not unreasonably reject a request for co-location from the Acquirer. Without limiting what may constitute reasonable grounds for rejecting a request for co-location, the Supplier reserves the right not to offer the requested or surveyed location for co-location if (a) it is not technically feasible; (b) the Supplier reasonably anticipates that it will require the requested capacity in the following year for its own use; (c) the Supplier has committed to provide the requested capacity to third parties under agreements that have been entered into but not yet fulfilled; (d) the Supplier is restricted from providing the requested capacity for security or other reasons imposed by the Regulator or another government authority; or (e) the Supplier plans to decommission the colocation site at which capacity is requested within six months after the date of the Acquirer's request for such capacity.
- g) Each Party shall ensure that its co-location equipment does not cause any interference to the other Party's equipment, plant, facilities, networks and the equipment of other occupying operator in the co-location space, including when installing equipment. In the event of any interference, the Parties shall take in good faith, reasonable measures to resolve the problem promptly. Where the Acquirer's equipment is causing interference to existing the Supplier's equipment and the interference cannot be resolved, the Acquirer shall remove the source of interference immediately. If the Acquirer fails to remove the source of interference immediately or if the Supplier requires the interference

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to be remedied urgently, the Supplier may itself remove any of the Acquirer's equipment causing that interference.

- h) Where, in an emergency situation, both the Supplier and the Acquirer require physical access to the co-location site to undertake corrective action, the Supplier shall have priority, but shall not unreasonably impede access by the Acquirer.
- i) The Acquirer shall, at its own cost, be responsible for providing security for its equipment at the co-location site. However in the event where the Supplier has security guard services, the same may be extended to cover the Acquirer's equipment. The total cost of the guard services or other security system provider shall be shared equally between the Parties following prior disclosure and agreement.

3.3 Termination and Renewal

- a) Service period: the service period for co-location at a particular site shall commence on the date the Acquirer is first granted access to the co-location site for the purpose of installing its co-location equipment under section 5.2 below and shall continue until it is terminated in accordance with the terms of this Schedule or another provision of the RIO Agreement.
- b) Minimum service period: the minimum service period for co-location at a particular site is twelve (12) months from the date the Acquirer is first granted access to the co-location site for the purpose of installing its co-location equipment under section 5.2 below.
- c) Where the minimum service period (1 year) for a co-location site has expired, either party may terminate that co-location service on 60 days' written notice to the other Party.
- d) Should the Acquirer terminate a co-location service before the minimum service period (1 year) has expired, the Acquirer shall pay 100% of remaining monthly recurring charges for the minimum service period (1 year).

4. TECHNICAL SPECIFICATIONS

Technical interface specifications are as set out in the Network Plan.

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5. OPERATING PROCEDURES

5.1 Preparation For Co-Location Procedures

To prepare for co-location, the following activities will be performed in the following order:

	Activity	Details
1	Submit request	<p>The Acquirer must submit a written request for co-location to the Supplier. The request must include the following information:</p> <ul style="list-style-type: none"> • details of the co-location site • the type of equipment that will be located at the co-location site (equipment information, required floor space, power requirements, floor loading of equipment, type and diameter of optical fiber to be used and etc) • contact details for the Acquirer.
2	Acknowledgement of request	<ul style="list-style-type: none"> • Within five (5) Business Days after the date of receipt of a co-location request, the Supplier shall provide to the Acquirer a written acknowledgement that it has received the request for co-location. • Following this acknowledgement of receipt of a co-location request, the Supplier shall consider whether or not it is able to provide the requested co-location and shall, within fifteen (15) Business Days after the date of the Supplier's acknowledgement of receipt of the co-location request, notify the Acquirer of whether or not the Supplier has accepted or rejected the request for co-location. • If the Supplier rejects a request for co-location, the Supplier will provide an explanation of the basis for rejection.
3	Conduct project study	<ul style="list-style-type: none"> • If the Supplier accepts a request for co-location under Item 2 of this section 5.1, the Parties shall conduct a project study. • The Acquirer must pay the Supplier the project study fee (as determined under section 6 below). • The project study shall consist of up to two site visits: one preliminary site survey by the Supplier to determine and assess the space, power, earth, fibre routing, routing of cable and any site preparation works required for co-location; and a second joint site survey with the Acquirer.
4	Provide results of project study	<ul style="list-style-type: none"> • The Supplier will decide whether the Acquirer or the Supplier is responsible for preparing the results of the project study (a project study report). • The information to be included in a project study report will include: estimated costs, timeline, outline of major elements of the site preparation work to be undertaken (including estimate of costs for site preparation work), estimated fibre length to co-location space, and such further information as may be required to implement the requested co-location arrangements.

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		<ul style="list-style-type: none"> • The Supplier must approve the project study report before site preparation work can begin. The Supplier may not unreasonably reject a project study report and must notify the Acquirer of its decision to approve or reject the project study report within 10 Business Days after the final draft of the project study report has been submitted to the Supplier for approval. If, during the course of the preparation of the project study report, the Supplier decides that it is unable to provide the requested co-location, it shall notify the Acquirer of this decision and an explanation of the basis of this decision. If the Supplier so decides that it is unable to provide the requested co-location, the Supplier shall not be obliged to provide the requested co-location space.
5	Begin site preparation work	<ul style="list-style-type: none"> • The Supplier will decide if site preparation work is to be performed by the Acquirer or the Supplier. The site preparation work to be performed shall be as set out in the project study report. • The party which the Supplier decides will undertake site preparation work shall complete that site preparation work within the timeline set out in the project study report. If that party is unable to complete the site preparation work within the timeline set out in the project study report, it shall promptly notify the other party of its proposed revised timeline. If the Supplier is the party which is unable to complete the site preparation work within the timeline set out in the project study report, the remedies set out in section 7.4 below shall apply. • The party which the Supplier decides will undertake site preparation work shall use its reasonable endeavours to complete that site preparation work within the costs estimated in the project study report. If the Supplier is the party performing the site preparation work and its costs of the site preparation work exceed or are likely to exceed the estimate, the Supplier shall promptly provided the Acquirer with a revised cost estimate. If the Acquirer does not approve the revised cost estimate, the Supplier may suspend the site preparation work. Any dispute in agreeing to revised cost estimates shall be resolved in accordance with section 4 of the RIO Agreement.
6	Install co-location equipment	<ul style="list-style-type: none"> • Installation of co-location equipment shall proceed in accordance with section 5.2.

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5.2 Installation of Co-location Equipment Procedures

To install and maintain co-location equipment, the following activities will be performed in the following order:

	Activity	Details
1	Submit detailed installation plans and timetable	<ul style="list-style-type: none"> • The Acquirer must submit detailed installation plans and timetable 30 days before the commencement of work for the Supplier's approval. • The Acquirer shall not commence installation of equipment prior to the Supplier's approval of such plans and timeline. If the plans and timeline submitted by the Acquirer are the same as the plans and timeline agreed in the project study report, the Supplier shall grant its approval of those plans and timeline, which approval must be granted within 10 days after the date of receipt of the Acquirer's submission of those plans and timeline. If the plans and timeline submitted by the Acquirer are not the same as the plans and timeline agreed in the project study report, the Supplier shall notify the Acquirer of its acceptance or rejection of those plans and timeline within 30 days after the date of receipt of the Acquirer's submission of those plans and timeline. The Acquirer may not install any co-location equipment at the co-location site until the Supplier has approved the Acquirer's installation plans and timetable. • Before the Acquirer may install its co-location equipment, the Supplier may require the Acquirer to confirm to the Supplier's reasonable satisfaction: (a) the details of the qualifications of any contractors or vendors used in connection with the installation and (b) that it has in place appropriate insurance coverage for its equipment and for the co-location.
2	Pulling of cable	<ul style="list-style-type: none"> • The Acquirer shall provide the Supplier with no less than seven (7) Business Days of notice prior to cable pulling between the designated lead-in manhole and the co-location space.
3	Provision of earth and power installation	<ul style="list-style-type: none"> • If provided, the Supplier shall designate and provide the communication earth and power distribution point for the Acquirer's co-location equipment. • If repairing or upgrading of earth system is required, the Acquirer will bear the cost of the repair or upgrade to the extent necessary for the co-location.
4	Conduct final inspection	<ul style="list-style-type: none"> • Upon completion of the installation of the Acquirer's equipment, the Acquirer shall advise and request the Supplier to conduct a final inspection and confirm that the installation conforms to the approved detailed installation plans. • Where the final inspection reveals that the installation does not conform to the approved detailed installation plans, the Supplier shall notify the Acquirer. • The Acquirer must reinstall or take other appropriate corrective action

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		within ten (10) Business Days of notification, or such other time as is otherwise agreed.
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5.3 Pre – Implementation of Interconnection

To prepare for implementation of Interconnection each party shall, in respect of the links to be provided by that party for the purpose of Interconnection, perform the following activities in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> • Check interface specification conformance
2	Agree on Pre-requisites	<ul style="list-style-type: none"> • Confirm Transmission equipment and switch connection proposals • Agree interconnect traffic routing
3	Send Forecast and Capacity Profile	<ul style="list-style-type: none"> • Capacity Profiles for all existing and proposed switch connections shall be supplied quarterly in format set out in Network Plan
4	Send capacity order	<ul style="list-style-type: none"> • Order to be sent using format / form set out in Network Plan

5.4 Implementation of Interconnection

- a) To implement Interconnection each party shall, in respect of the links to be provided by that party for the purpose of Interconnection, perform the following activities in the following order:

	Activity	Details
1	Assign Network Capacity	<ul style="list-style-type: none"> • Assign links on each party's side for the Path interconnect systems
2	Schedule test date	<ul style="list-style-type: none"> • Advise the other party of the Ready For Test date(s) for the order. • The Supplier and the Acquirer agree Operational Test Schedule for the order.
3	Issue Signalling and Routing Advice(s)	<ul style="list-style-type: none"> • Signalling and Routing Advice (SRA) are issued by the party and sent to the other party in the format set out in the Network Plan
4	Provision of Circuit	<ul style="list-style-type: none"> • The Path is provided
5	Test and check results	<ul style="list-style-type: none"> • Once E1/STM 1 SDH optical line or SIP Interconnection systems have been tested each party will offer the results to the other to demonstrate acceptable performance as agreed among the Acquirer and the Supplier
6	Bring into service	<ul style="list-style-type: none"> • Check that all relevant technical and commercial issues are in order and advise the other party that the route is open for customer service



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- b) As soon as practicable after the installation of the Acquirer's co-location equipment each party shall provision its components of the 10 Gbit/s Ethernet ("10GE") SIP Interconnect System.
- c) As soon as practicable after the 10GE SIP Interconnect System equipment has been installed and connected, each party shall test the capacity at its end in accordance with agreed procedures and shall provide the other party with a copy of the results to show that its parts of the SIP Interconnect System comply with agreed SIP Interconnect Specifications.

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5.5 Post – Implementation of Interconnection

After implementation, each party shall, in respect of the links to be provided by that party, perform the following activities in the following order:

	Activity	Details
1	Manage Traffic	<ul style="list-style-type: none"> • Provide sufficient capacity to accommodate their own traffic. Both Parties shall monitor the Capacity Utilization Statistics (CUS) in their own circuit group(s) and ensure that the CUS of each circuit group is less than the Capacity Utilization Threshold (CUT). • Provide the other party, on a bi-annual basis, its CUS for its own circuit group(s). Both Parties shall agree on the circuit group(s) to be measured, and commencement date for the measurement. <p>The CUS of each circuit group means the busy hour circuit utilization of the circuit group (%) divided by the number of circuits in the circuit group.</p> <p>For an initial period of two (2) years from the date of activation, the CUT level of each circuit group between each Party's Network shall be reached where there is utilization of sixty percent (60%) of the Link Capacity.</p> <p>After the initial period referred to above, the CUT level of each circuit group between each Party's Network shall be reached where:</p> <p>(a) there is utilization of seventy percent (70%) of the Link Capacity, where the Link Capacity is less than sixty-three (63) E1s / one (1) STM-1; and</p> <p>(b) there is utilization of seventy five percent (75%) of the Link Capacity, where the Link Capacity is more than sixty-three (63) E1s / one (1) STM-1.</p> <p>(c) in the case of SIP Interconnection where the utilisation is seventy percent (70%) of the Link Capacity;</p>
2	Changes to switch system build	<ul style="list-style-type: none"> • Proposed changes to switch system builds⁴ must be notified by the party proposing the change, with details of the proposed change

⁴ A switchbuild is identified by its switch supplier, switch type or product, specific hardware and software identities, switch and SS7 interfaces

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	<ul style="list-style-type: none"> The parties will jointly assess the implications of the proposed change and agree on the level of testing.
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5.6 Cessation Of Interconnection Capacity

To cease capacity, each party shall, in respect of the links to be provided by that party for the purpose of Interconnection, perform the following activities in the following order:

	Activity	Details
1	Begin preliminary planning	<ul style="list-style-type: none"> Need to cease capacity, as identified by analysis of Forecasts and Capacity Profiles, will be discussed at the technical review meeting forum.
2	Order for Capacity Cessation	<ul style="list-style-type: none"> Order to be sent using format / form set out in Network Plan Plan the work necessary to fulfil the order.
3	Issue SRA	<ul style="list-style-type: none"> Signalling and Routing Advice (SRA) are issued by the party and sent to the other party in the format set out in the Network Plan Reflect the cessation
4	Confirm traffic is Removed and cease capacity	<ul style="list-style-type: none"> Seek confirmation from the other party that no traffic is carried on the Capacity The capacity is ceased

5.7 Physical Access Procedures

- a) To gain access to co-location site, the following activities will be performed in the following order:

	Activity	Details
1	Submit master list of persons to have access	<ul style="list-style-type: none"> The Acquirer must submit a master list of persons that may have access to the co-location site, including the individual's: full name, company name, contractors name, identification no. and contact no (as applicable). The master list provided shall be maintained and updated by the Acquirer and a new master list provided to the Supplier whenever any amendments are made to the master list.
2	Notification of need for physical access	Except in the case of a major network fault or other emergency (in which case the process for access set out at section 5.7(b) shall apply), if the Acquirer requires access to the co-location space, it shall, in the manner required by the Network Plan, notify the Supplier of its need for access to the co-location space, including the specific time access is requested.
3	Approve or adjust request	<ul style="list-style-type: none"> The Acquirer must not access a co-location site without first requesting access from the Supplier and, except in the case of a major network fault or other emergency (in which case the process for access set out at section 5.7(b) shall apply), receiving the prior written acknowledgement of

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		<p>the Supplier.</p> <ul style="list-style-type: none"> • Where the Acquirer requests access to a co-location site in normal circumstances (i.e., other than in the case of a major network fault or other emergency), the Supplier shall provide the Acquirer with the requested access at a date and time to be notified by the Supplier to the Acquirer, which date and time shall be within: (a) for access that MPT in its reasonable opinion considers will require the attendance of a qualified engineer of MPT, 3 Business Days after the date of receipt of the Acquirer's request for access; and (b) for other access, 24 hours after the time of receipt of the Acquirer's request for access,
4	Provide escort service	<ul style="list-style-type: none"> • The Acquirer must be accompanied by a representative of the Supplier at all times when physically accessing the co-location space. • The Acquirer shall pay to the Supplier its reasonable costs associated with making available a representative of the Supplier to accompany the Acquirer while physically accessing the co-location space.

- b) In the event of a major network fault or other emergency where physical access is required by the Acquirer to address the major network fault or other emergency situation:
- i) the Acquirer shall provide to the Supplier written notice (in the form and manner required by the Network Plan) of its need for physical access; and
 - ii) the Supplier shall provide the Acquirer with immediate access to the co-location space in accordance with the access rules set out in the Network Plan.
- c) Subject to the access rules set out in the Network Plan, the Supplier shall only grant access to the co-location space:
- i) to personnel of the Acquirer who are listed on the master list provided under Item 1 of section 5.7(a) above; and
 - ii) on presentation to the Supplier of valid identification of the personnel of the Acquirer seeking access to the co-location space.

6. COMMERCIAL TERMS AND CHARGES

This section lays out the commercial charges, charging principles and payment terms for co-location.

6.1 Charging Principle

- a) The charging principles for co-location will be:

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- i) pre-defined price list for certain price components such as electricity.
 - ii) The Supplier's estimation of cost for certain price components on a case by case basis, as actual cost for these components vary from request to request.
- b) Each Party shall be responsible for all costs associated with providing any links leading from its Network to the Point of Interconnection that is located at the site at which the Acquirer's equipment has been co-located under this Schedule, and for any other links provided by that party for the purpose of Interconnection.

6.2 Billing Calculation

- a) The agreed unit for calculating the charges is stated in the respective table.
- b) Where the charges are stated as "to be provided on a case-by-case basis", such charges will be calculated based on a reasonable assessment of the Supplier's costs incurred in providing the specific service or facility requested for access by the Acquirer, which may differ under different circumstances and agreed between the parties.
- c) With regards to the manpower costs given in Table D, for all recalls/activations of the Supplier staff by the Acquirer, the Acquirer shall reimburse the Supplier for its staff's reasonable transportation claims associated with the recall/activation.

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6.3 Payment Terms

The charges payable by the Acquirer and payment terms for co-location are as follows:

- a) for one-off charges identified in section 6.4 below, these are one-time payments and shall be paid by the Acquirer in advance of any installation of the Acquirer's equipment at the co-location site;
- b) payment by the Acquirer of recurring charges identified in section 6.5 and variable charges identified in section 6.6 is due on a monthly basis, as and when invoices are issued to the Acquirer;
- c) the contract period for co-location at a particular site shall commence from the date the Acquirer is first granted access to the co-location site.

6.4 Charges (One – Off)

Table A: Application Charges

Application charges include but not limited to: request for service, termination of service, request for physical access, request for emergency access.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Request application (Per Application)	50,000	50,000	50,000

Table B: Project Study, Site Preparation and Installation Charges

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Project Study (Per Study)	Case – by case basis		
Site preparation work	Case – by case basis		
Installation	Case – by case basis		

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6.5 Charges (Recurring)

Table C: Rental of Co-Location Space

- a) Co-location space rental includes security fees, operation and maintenance fees if any. Tariffs here only apply to existing co-location space. The charges for future co-location spaces will reflect the Supplier's cost basis and will be determined on a case-by-case basis.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Category 1 (per sqft / month)	9,000	9,900	10,890
Category 2 (per sqft / month)	6,000	6,600	7,260
Category 3 (per sqft / month)	4,000	4,400	4,840
Category 4 (per sqft / month)	3,000	3,300	3,630

Definition of category:

	Major city	Minor city	Rural
Category 1	Urban - Downtown		

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Category 2	Urban – Others	Urban - Downtown	
Category 3	Suburban	Urban - Others	
Category 4		Suburban	Rural

Table D: Power

Cost of power will be revised accordingly as and when prices from the Supplier's power supplier are revised.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
Off – Grid Power (per kWh per month)	the Acquirer to install its own generator if necessary or, if agreed by the parties that the Supplier shall provide generator power, Charges will be on a case-by-case basis		
On – Grid Power: Roof top (per kWh)	Actual cost + 15%		
On – Grid Power: Non roof top (per kWh)			

6.6 Charges (Variable)

Table E: Manpower Cost

- a) Manpower used includes but is not limited to travel to and from the co-location space, supervision of work during installation, site inspection, final inspection, escort service for physical access by the Acquirer, updating of master list and similar activities.

Type of Charge	Tariffs (MMK)		
	2014	2015	2016
During Office Hours (Per hour, minimum of 1 hours)	12,000	13,200	14,520
After Office Hours (Per hour, minimum of 2 hours)	13,000	14,300	15,730



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Saturday and Sunday (Per hour, minimum of 2 hours)	15,000	16,500	18,150
Public Holiday (Per hour, minimum of 2 hours)	16,000	17,600	19,360

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7. SERVICE LEVEL

7.1 Application of Service Levels

Neither party shall be entitled to make any claim for a failure to meet a service level specified in this section in any of the following circumstances:

- a) Force Majeure (See chapter on Force Majeure)
- b) Failure of the other party's equipment
- c) Act or omission of the other party
- d) where the other party has engaged in unreasonable delay in relation to, or breached any of, its obligations as set out in this Schedule or the Network Plan;
- e) where the other party does not co-operate as reasonably requested
- f) Permitted suspension of the service
- g) Scheduled maintenance
- h) Failure on the part of the other party to timely report the incident
- i) Failure on part of the other party to provide all other information reasonably requested in furtherance of troubleshooting the reported issue.

7.2 Response to Co-Location Request

The Supplier shall provide to the Acquirer a written acknowledgement that it has received a request for co-location within 5 Business Days from the date of receipt of that request. If the Supplier does not provide a written acknowledgement of receipt of a request for co-location service within this timeframe, the remedies set out below shall apply.

	No. of days before response	Rebate
1	6 - 22 business days	100% discount on 1st month recurring charge under section 6.5 of this Schedule

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2	More than 22 business days	200% discount on 1st month recurring charge under section 6.5 of this Schedule
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7.3 Project Study Timeframe

The Supplier shall complete each project study within 25 Business Days from the approval of a request for co-location, but only for co-location sites located in Yangon, Nay Pyi Taw and Mandalay. If the Supplier does not complete a project study within this timeframe, the remedies set out below shall apply.

	No. of days to complete project study	Rebate
1	26 - 40 business days	100% discount on 1st month recurring charge under section 6.5 of this Schedule
2	More than 40 business days	200% discount on 1st month recurring charge under section 6.5 of this Schedule

7.4 Site Preparation Work

The Supplier (if the Supplier is the party responsible for site preparation work) shall complete site preparation work for a co-location site within 30 Business Days from the date of the Supplier's agreement to proceed with such site preparation work, but only where the relevant co-location site is in Yangon, Nay Pyi Taw or Mandalay. If the Supplier does not complete site preparation work within this timeframe, the remedies set out below shall apply.

	No. of days to prepare site	Rebate
1	31 - 40 business days	100% discount on 1st month recurring charge under section 6.5 of this Schedule
2	More than 40 business days	200% discount on 1st month recurring charge under section 6.5 of this Schedule

7.5 Performance and uptime

- a) This section 7.5 sets out the Service Levels applicable for links to be provided by a Party (regardless of whether that Party is the Supplier or Acquirer in this Schedule) for the purpose of Interconnection. It is the Parties' intention that the Service Levels stated in this

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section 7.5 will reflect a phased approach and will transition the Parties towards meeting international standards at the end of a two-year transition period.

- b) As such, the Service Levels that will apply from the date of the RIO Agreement for a period of twelve (12) months (**Contract Year 1**), will be set at a lower level. The Service Levels that will apply in the period starting at the end of Contract Year 1 and continuing for twelve (12) months (**Contract Year 2**), will be set at an intermediate level. The Service Levels that will apply after the end of Contract Year 2 until termination or expiry of the RIO Agreement (**Post-Transition**), will be consistent with international standards.
- c) Both parties will use their best endeavours to meet that Target repair times for the types of failures set out in the table below, and which states the Service Rebate regime that will apply if the relevant Target Availability falls below the stated thresholds:
- d) Repair times are dependent on the nature of the fault. When a fault has been reported and both parties agree that the fault is a critical or major link or route failure in accordance with the Network Plan. Both parties will address critical and major link and route failure as priority.
- e) Each party will, as soon as practicable after becoming aware of a fault with Interconnection, notify the other party of that fault in accordance with the procedures for the reporting of faults as set out in the Network Plan for the reporting of faults, fault investigation and identification of the fault Owner and other affected Party.
- f) The following repair times apply in Contract Year 1:

Fault type	Target Restoration Time	Threshold for Restoration Times
Critical link and route failure	90% within 20 hours of receipt of Fault Report	48 hours of receipt of Fault Report
Major link and route failure	90% within 20 hours of receipt of Fault Report	48 hours of receipt of Fault Report
Others	90% within 3 Business Days	5 Business Days

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The target repair times for the remaining 10% of the cases on average are 20 Business Days.

g) The following repair times apply in Contract Year 2:

Fault type	Target Restoration Time	Threshold for Restoration Times
Critical link and route failure	95% within 8 hours of receipt of Fault Report	20 hours of receipt of Fault Report
Major link and route failure	95% within 8 hours of receipt of Fault Report	20 hours of receipt of Fault Report
Others	95% within 2 Business Days	5 Business Days

The target repair times for the remaining 5% of the cases on average are 15 Business Days.

h) The following repair times apply Post-Transition (unless otherwise agree by the parties):

Fault type	Target Restoration Time	Threshold for Restoration Times
Critical link and route failure	98% within 5 hours of receipt of Fault Report	12 hours of receipt of Fault Report
Major link and route failure	98% within 5 hours of receipt of Fault Report	12 hours of receipt of Fault Report

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Others	98% within 2 Business Days	5 Business Days
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The target repair times for the remaining 2% of the cases on average are 3 Business Days.

- i) Critical Link Failure, Major Link Failure, Minor Link Failure, Critical Route Failure, Major Route Failure and Minor Route Failure are defined as follows:

Fault type	Classification
Critical Link Failure	<i>75% or more of total signalling capacity is unavailable</i>
Major Link Failure	<i>50% to < 75% of total signalling capacity is unavailable</i>
Minor Link Failure	<i>25% to < 50% of total signalling capacity is unavailable</i>
Critical Route Failure	<i>50% or more of total capacity of the route is unavailable to carry traffic.</i>
Major Route Failure	<i>25% to < 50% of total capacity of the route is unavailable</i>
Minor Route Failure	<i>Less than 25% of total capacity of the route is unavailable to carry traffic</i>

- j) If a Party does not meet the Service Levels for “Critical link and route failures” or “Major link and route failures”, the other Party shall be entitled to a service rebate in accordance with the following table. The service rebate shall be applied as a discount on the first invoice issued under this RIO Agreement by the Party which has not met the relevant Service Level to the other Party immediately following the month in which the failure to meet the relevant Service Level occurred:

Length of Extending Fault Resolution Time Threshold	Service rebate
No extension	None
Less than 2 hours	617,547 MMK
2 hours up to, but not including 4 hours	1,235,090 MMK
4 hours up to, but not including 8 hours	1,852,640 MMK

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8 hours or more	2,470,190 MMK
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7.6 On-going Traffic Management and Provision of Interconnect Capacity for CUS Exceeding CUT level

- a) On an on-going basis, where the Party responsible for the circuit group(s) (**Triggering Party**) determines that its CUS has exceeded the CUT level for seven (7) consecutive days, the Triggering Party shall within twenty (20) Business Days provide a notification (**Notification**) to the other Party (**Receiving Party**). The Notification shall contain the CUS and any remedial measures or recommend steps which the Triggering Party proposes to undertake to address potential congestion levels in Interconnect Capacity.
- b) Upon receipt of the Triggering Party's notification under sub-paragraph a), the Receiving Party will respond within ten (10) Business Days (or such other period as may be agreed). The response shall be either:
 - i) an acknowledgment that traffic congestion levels in the allocated Interconnect Capacity may be avoided or minimised, provided the Triggering Party duly satisfies any remedial measures or recommended steps outlined in the Triggering Party's Notification; or
 - ii) an acknowledgment, based on the Triggering Party's Notification, that traffic congestion levels in allocated Interconnect Capacity is likely to, or will, occur and an accompanying request to the Triggering Party to procure increased Interconnect Capacity.

8. NETWORK PLAN

- a) The Supplier and Acquirer shall comply with their respective obligations under the Network Plan of the Supplier, including with respect to:
 - i) Ordering Processes;
 - ii) Installation and Maintenance;



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- iii) the processes for implementing and managing Interconnection (including those set out in sections 5.3, 5.4, 5.5 and 5.6 of this Schedule 1C and including processes for Interconnection using alternate or updated technologies); and
 - iv) Site Access Rules.
- b) The Supplier reserves the right to update the Network Plan from time to time in accordance with the terms of sections 20 and 21 of the RIO Agreement. The terms of this Schedule will prevail if there is any inconsistency between this Schedule and the Network Plan, except in respect of the processes for implementing and managing Interconnection (including those set out in sections 5.3, 5.4, 5.5 and 5.6 of this Schedule 1C) in which case the Network Plan shall prevail.



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