



**Malaysian Communications and Multimedia Commission**  
Suruhanjaya Komunikasi dan Multimedia Malaysia

# **Public Inquiry Report**

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Revocation of Commission Determination on  
the Mandatory Standards for Quality of  
Service (Digital Leased Line Service) –  
Determination No.3 of 2009

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**30 July 2025**

This Public Inquiry Report was prepared in fulfilment of Sections 61 and 65 of the  
Communications and Multimedia Act 1998

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# 1. Summary of the Public Inquiry

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## 1.1. Introduction

- 1.1.1 The Commission introduced the Mandatory Standards for Quality of Service Digital Leased Line Service (“MSQoS DLL”) on 1 July 2009 to establish minimum speed benchmarks for Network Service Providers (“NSPs”) offering digital leased line services with transfer rates starting from 64 Kbps.
- 1.1.2 However, with advancements in network infrastructure and evolving industry dynamics, these standards have become less relevant, prompting a reassessment of their continued applicability.
- 1.1.3 As part of this revocation, the Commission acknowledges the critical role of Service Level Agreements (“SLAs”) in ensuring service quality. Most enterprise customers have successfully negotiated customised SLAs with their providers, securing tailored commitments that address their specific business needs. These agreements offer a more flexible and effective approach to service reliability compared to rigid regulatory mandates.
- 1.1.4 Additionally, businesses in the Digital Leased Line (“DLL”) sector possess significant bargaining power, enabling them to negotiate competitive terms directly with NSPs in a market-driven environment. Given the commercial nature of these services, stringent regulatory oversight may no longer be necessary.
- 1.1.5 The proposed revocation aligns with international best practices and reflects a market-driven approach to service quality. By reducing regulatory oversight where industry mechanisms already ensure competitive service standards, the Commission seeks to foster innovation, efficiency, and self-regulation.

## 1.2. Public Inquiry Exercise

- 1.2.1 The Commission embarked on a Public Inquiry (“PI”) on 18 April 2025 and released a PI Paper on the Revocation of the Commission Determination on the Mandatory Standards for Quality of Service on Digital Leased Line Service (Determination No. 3 of 2009).
- 1.2.2 In the PI document, the MCMC outlined the proposed revocation of the Quality of Service (“QoS”) standards, focusing on three main areas:
- a) The definition and interpretation;
  - b) Licenses subject to these mandatory standards; and
  - c) The Standards for Quality of Service.
- 1.2.3 The PI invited feedback from the public and relevant stakeholders on MCMC’s proposed standards. The PI specifically sought comments on the proposed revocation of the mandatory standards and the general views on the current QoS framework.
- 1.2.4 At the conclusion of the PI period, which ended at 12 noon on 2 June 2025, MCMC received **seven (7)** submissions from the following parties:

No.	Submitting Party	Referred to in this PI Report as
1	CelcomDigi Berhad	CelcomDigi
2	Fiberail Sdn Bhd	Fiberail
3	Fibrecomm Network Sdn Bhd	Fibrecomm
4	Maxis Broadband Sdn Bhd	Maxis
5	Sacofa Sdn Bhd	Sacofa
6	TM Technology Services Sdn Bhd	TM Tech
7	TT dotCom Sdn Bhd	Time

**Table 1:** Submission Received

1.2.5 MCMC considered these seven (7) submissions, where the summary of comments and suggestions is outlined in this report.

1.2.6 The PI Report is presented within the 30-day requirement from the closing date of submissions, as stipulated under section 65 of the Communications and Multimedia Act 1998 (“CMA 1998”).

### 1.3 Structure of the PI Report

1.3.1 The remainder of this PI Report is structured to provide context for MCMC’s questions for comments, as follows:

a) Section 2 provides the summary of input received on the proposed revocation of the mandatory standards and the Commission’s final views; and

b) Section 3 highlights the way forward.

## 2. Public Inquiry Input & the Commission’s View

### 2.1 The Definitions and Interpretation

**QUESTION 1: THE COMMISSION SEEK VIEWS ON WHETHER THE CURRENT DEFINITIONS OF “DIGITAL LEASED LINE” REMAIN RELEVANT AND APPROPRIATE GIVEN THE ADVANCEMENTS IN TODAY’S TECHNOLOGICAL LANDSCAPE.**

<b>Submitting Party</b>	<b>Comments</b>
CelcomDigi	Disagrees with the definitions, stating that the current definition of DLL is no longer relevant to today's technological landscape. The term "Digital Leased Line" historically applies to Time Division Multiplexing (“TDM”) technology-based networks and excludes packet-based or Internet Protocol (“IP”) networking. Consequently, certain Network Service Providers (“NSPs”) include only pure Layer 2 transmission (point-to-point), while others incorporate IP MPLS (Multiprotocol Label Switching) and Layer 3 (routing-based) networking.
Fiberail	Agrees with the definitions, asserting that they are sufficient to cover the business and services offered.
Fibrecomm	Agrees with the definitions, stating that they are adequate to cover the business and services provided.
Maxis	Disagrees with the definitions, noting that the term "Digital Leased Line" originates from legacy transmission technologies, which may no longer fully reflect modern industry practices.
Sacofa	Agrees with the definitions, emphasizing that advancements in underlying technology do not impact the definition of the digital leased line.
TM Tech	Agrees with the definition, asserting that it remains relevant

	and appropriately reflects the business and services currently provided by TM Tech, regardless of technological advancements.
Time	Agrees with the current definitions of "Digital Leased Line" and recommends that the definition remain unchanged.

**Table 2:** Responses on the Definitions

## Summary of Feedback

2.1.1 The Commission recognises a divergence of views among NSPs, with some indicating that the current definition of DLL remains sufficient, while others advocate for its modernisation to better reflect contemporary networking technologies.

## Commission's View

2.1.2 The Commission is of the view that the current definition remains relevant and applicable in the context of evolving industry practices. Rather than being anchored to legacy transmission technologies, the definition of DLL is technology-neutral and sufficiently broad to accommodate IP-based networking solutions.

**QUESTION 2: THE COMMISSION SEEK VIEWS ON THE SPEED THAT IS CURRENTLY BEEN OFFERED TO THE CUSTOMER. PROVIDE THE RANGE (LOWEST AND HIGHEST).**

Submitting Party	Comments
CelcomDigi	The speed varies according to specific business needs and requirements of enterprise customers, typically ranging from 1 Mbps to 1 Gbps.
Fiberail	The speed offerings range from a minimum of 2 Mbps up to 100 Gbps.

<b>Submitting Party</b>	<b>Comments</b>
Fibrecomm	The speed offerings range from a minimum of 2 Mbps up to 100 Gbps.
Maxis	The speed offerings range from 2 Mbps up to 100 Gbps, subject to the customer’s business needs and technical feasibility.
Sacofa	The speed offerings range from a minimum of 10 Mbps up to 100 Gbps.
TM Tech	Speed offerings range from a minimum of 2 Mbps up to 100 Gbps.
Time	The bandwidth for leased line services ranges from 1 Mbps to 10 Gbps.

**Table 3:** Responses on the Speed

## Summary of Feedback

2.1.3 The respondents have provided feedback on the alignment of current speed offerings with customer demand, with ranges spanning from 1 Mbps to 100 Gbps. Some providers offer lower entry speeds to accommodate niche needs, while the availability of high-capacity options reflects the industry's broader trend of supporting enterprises with advanced digital infrastructure.

## Commission’s View

2.1.4 The Commission is of the view that DLL is a dedicated, uncontended service, distinct from shared broadband solutions. Bandwidth selection is driven by customer-specific use cases, ensuring scalability for businesses of various sizes and industries. Higher-speed offerings (up to 100 Gbps) are available to support enterprises with large-scale data transmission and critical applications.

## 2.2 Licensees Subject to these Mandatory Standards

**QUESTION 3: THE COMMISSION SEEK VIEWS ON WHETHER THE MINIMUM TRANSFER RATE OF 64 KBPS FOR DIGITAL LEASED LINE SERVICE REMAINS RELEVANT IN TODAY'S CONTEXT.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>Disagrees with the relevancy of the minimum transfer rate, stating that it is no longer applicable in today's context. The 64 Kbps rate corresponds to the lowest speed on traditional Time-Division E1 circuits, which are no longer offered by CelcomDigi. Therefore, the minimum transfer rate for DLL should be 1 Mbps.</li> <li>All DLL circuits provided by CelcomDigi have a minimum bandwidth of 1 Mbps, regardless of customer requests for lower speeds. The 64 Kbps transfer rate referenced in the Determination is now obsolete and should be revised to reflect current technological standards.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>Disagrees with the relevancy of the minimum transfer rate, stating that the current minimum transfer rate is 2 Mbps.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>Disagrees with the relevancy of the 64 Kbps minimum transfer rate, the current minimum transfer rate is 2 Mbps.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>Disagrees with the relevancy of the minimum transfer rate, noting that Maxis no longer offers 64 Kbps DLL services, as such speeds are inadequate for modern business applications.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>Disagrees with the 64 Kbps rate, stating that the minimum transfer rate is greater than 64 Kbps.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>Agrees the minimum transfer rate could be maintained at 64 Kbps if there are still NSPs that are providing DLL service within such transfer rate.</li> <li>However, TM Tech no longer offers DLL at 64 Kbps, with the minimum speed starting from 2 Mbps.</li> </ul>

<b>Submitting Party</b>	<b>Comments</b>
Time	<ul style="list-style-type: none"> <li>Disagree, the minimum transfer rate of 64kbps is outdated in today's context.</li> </ul>

**Table 4:** Responses on the minimum transfer rate

## Summary of Feedback

2.2.1 The Commission notes a strong consensus among the industry that the 64 Kbps minimum transfer rate is outdated and no longer aligns with current service offerings.

## Commission’s View

2.2.2 The Commission is of the view that the shift toward higher minimum speeds of 1 Mbps or 2 Mbps better reflects broader technological advancements and aligns with industry best practices.

**QUESTION 4: THE COMMISSION SEEK VIEWS ON WHETHER THE CURRENT SERVICE LEVEL AGREEMENT (“SLA”) ADEQUATELY ENSURES THE QoS PROVIDED BY NSPs.**

<b>Submitting Party</b>	<b>Comments</b>
CelcomDigi	<ul style="list-style-type: none"> <li>Agrees with the proposal, stating that the SLAs established between CelcomDigi and individual enterprise customers are sufficient to ensure service delivery QoS standards are met.</li> <li>The SLA is tailored to the customer’s specific requirements and the capabilities of the NSP. Various factors such as uptime assurance, response time, restoration time, support coverage, and more are considered during SLA formulation.</li> <li>DLL is a premium service offered to enterprise business customers and is not available to residential or retail consumers.</li> </ul>

<b>Submitting Party</b>	<b>Comments</b>
	<ul style="list-style-type: none"> <li>• The subscription process is not always straightforward, particularly when large corporations or government agencies require formal tender processes.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• Agrees that the current SLA threshold is sufficient.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• Agrees that the current SLA threshold is sufficient.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Agrees that the current SLA-based contractual approach has effectively ensured service levels that meet or exceed the requirements of the MSQoS DLL.</li> <li>• SLAs include clear enforcement mechanisms, penalties, and remedies if service providers fail to meet agreed standards, reinforcing trust between customers and providers.</li> <li>• SLAs also define exclusions such as service misuse or force majeure events and specify applicable remedies. These exclusions align with those in the current MSQoS framework.</li> <li>• For wholesale services, certain elements, including service descriptions, SLA terms, pricing, and conditions are subject to regulations under Mandatory Standards of Access (“MSA”) and Mandatory Standards of Access Pricing of Access Pricing (“MSAP”) by the MCMC.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• Agrees that the SLA is adequate, with service level agreements and network topology based on customer requirements.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• Agrees that the SLA is adequate to ensure the desired QoS provided by NSPs, as its provisions incorporate necessary parameters and performance levels agreed between DLL customers and NSPs.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• Agrees that the SLAs between NSPs and customers are sufficient to guarantee the quality of service provided.</li> <li>• The SLAs are governed by key performance aspects such as installation and restoration timelines, service uptime guarantees, fault handling, and 24/7 technical support</li> </ul>

Submitting Party	Comments
	availability. • The SLA also contains provisions for solutions and remedies, outlining corrective actions available to customers if service providers fail to meet agreed-upon standards.

**Table 5:** Responses on the SLA

## Summary of Feedback

2.2.3 The Commission notes unanimous agreement among respondents that the current SLA framework is sufficient to ensure service quality. SLAs are tailored agreements between providers and customers, aligning service guarantees with specific business needs.

## Commission’s View

2.2.4 The Commission is of the view that the current SLAs adequately support QoS for DLL services. The existing SLA structure allows for customisation, accountability, and regulatory compliance, ensuring that service providers meet customer expectations while maintaining high standards of reliability.

**QUESTION 5: WHAT MEASURES CAN BE IMPLEMENTED TO ENSURE THAT NSP CONTINUE TO PROVIDE HIGH-QUALITY SERVICES IN THE ABSENCE OF THE MSQOS DLL.**

Submitting Party	Comments
CelcomDigi	• A mechanism is in place to ensure that Service Level Agreements (“SLAs”) are met, as defined within the contractual terms or commercial offerings tailored for each enterprise customer.

Submitting Party	Comments
	<ul style="list-style-type: none"> <li>• Testing and commissioning are integral components of a Dedicated Leased Line (“DLL”) deployment. Upon successful completion, a User Acceptance Document is signed by both parties to confirm that the deployed DLL meets the customer's requirements and specifications.</li> <li>• To ensure transparency regarding service performance, a monthly link performance report is available to enterprise customers upon request, particularly in cases of performance degradation.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• The current practice among NSPs to MSQoS is well covered and addressed in commercial agreements entered into between the NSPs and customers.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• Customers’ interests are well protected through these commercial agreements/offerings.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• The existing framework and operational practices are sufficient to ensure the continued delivery of high-quality DLL services.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• Reporting to the customer directly.</li> <li>• Penalty clauses are included in the agreement, ensuring the existence of legal binding commercial obligations between parties.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• SLA encompasses the components of the MSQoS for DLL and additional performance criteria, adherence to the SLA is considered an appropriate measure to ensure continued high-quality service in the absence of the MSQoS for DLL.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• DLL service is governed by an SLA, which is a formal contract between the service provider and the customer.</li> <li>• The SLA defines specific service quality parameters, including uptime guarantees and the scope of services provided.</li> </ul>

**Table 6:** Responses on Ensuring High-Quality Services without MSQoS DLL

## **Summary of Feedback**

- 2.2.5 The Commission notes that all respondents generally agree that SLAs are the primary mechanism ensuring high-quality DLL services in the absence of mandated MSQoS regulations.
- 2.2.6 The contractual agreements between NSPs and customers contain enforceable provisions such as uptime guarantees, fault response times, and penalty clauses for non-compliance.

## **Commission's View**

- 2.2.7 The Commission is of the view that NSPs have robust, customer-centric frameworks in place to sustain high-quality DLL services without the need for MSQoS regulations. The current industry model, which relies on SLAs, proactive monitoring, and contractual enforcement, ensures service reliability while allowing customers to negotiate terms that suit their operational needs.

## 2.3 The Standards for Quality of Service

### Standards on Annual Service Availability

**QUESTION 6: THE COMMISSION SEEK VIEWS ON HOW THE NSP CAN ENSURE THAT CUSTOMERS ARE ADEQUATELY INFORMED AND PROTECTED IN THE ABSENCE OF MANDATED SERVICE AVAILABILITY STANDARDS.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>The SLAs defined within the contractual agreements or commercial offerings for each enterprise customer are designed to govern the service relationship and protect the interests of both parties, with a particular emphasis on safeguarding the customer.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>The current practice among NSPs with MSQoS is well covered and addressed in the commercial agreements entered into between the NSPs and customers.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>The current practice among telcos with MSQoS is well covered and addressed in the commercial agreements entered into between the NSPs and customers.</li> <li>Given the competitive nature of the market, customers have the option to explore other service providers, applying pressure or insisting on better quality and service levels.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>The SLA includes provisions for penalties such as service waivers or rebates, as well as other enforcement mechanisms in the event the service provider fails to deliver DLL services with the agreed terms.</li> <li>In the absence of mandated service availability standards, customers can continue to be well-informed and protected through a combination of transparent communication, contractual safeguards, and operational best practices.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>Penalty clauses are included in the agreement, ensuring the existence of a legally binding commercial contract between</li> </ul>

Submitting Party	Comments
	the parties.
TM Tech	<ul style="list-style-type: none"> <li>• All matters related to customer protection are adequately addressed in the commercial agreement.</li> <li>• Consumer protection provisions are provided through regulatory instruments such as the General Consumer Code ("GCC") and the Communications and Multimedia Act 1998 ("CMA 1998").</li> </ul>
Time	<ul style="list-style-type: none"> <li>• In the absence of mandated service availability standards, the customer is protected by the mutually agreed-upon SLA between both parties.</li> </ul>

**Table 7:** Responses on Annual Service Availability

## Summary of Feedback

2.3.1 The Commission notes that all respondents collectively emphasise that existing Service Level Agreements ("SLAs") provide sufficient safeguards for customers, even in the absence of mandated service availability standards.

2.3.2 These SLAs serve as formal contracts, outlining performance expectations, enforcement mechanisms, and compensation provisions in cases where service commitments are not met.

## Commission's View

2.3.3 The Commission is of the view that NSPs operate within well-established frameworks that already safeguard customer interests, without the need for additional mandated service availability standards.

2.3.4 The combination of SLAs, direct customer engagement, regulatory oversight, and market competition ensures service reliability, transparency, and consumer protection.

**QUESTION 7: ARE THERE ANY SPECIFIC CHALLENGES OR BENEFITS THAT NSP MIGHT FACE IF THEY ARE ALLOWED TO NEGOTIATE SLA INDEPENDENTLY WITHOUT MSQOS DLL.**

<b>Submitting Party</b>	<b>Comments</b>
CelcomDigi	<ul style="list-style-type: none"> <li>• There are significant advantages to independently negotiating SLAs with enterprise customers, as the services can be tailored to meet specific requirements mutually agreed upon by both parties. The flexibility offered through such SLAs enables service provisioning that aligns precisely with the customer’s operational needs and budgetary considerations.</li> <li>• Services delivered in highly challenging environments, such as remote offshore or isolated locations, operate under customised SLAs to reflect the limitations of these areas. In contrast, in urban areas with better infrastructure, higher SLAs are adopted to ensure enhanced service performance.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• It is beneficial to have a benchmark as a reference to negotiate with customers. However, the SLA, service installation, restoration, etc., ultimately diverge from the standards set out in Determination No. 3 of 2009, varying from one customer to another based on the mutually agreed SLA.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• It is acknowledged that having an industry benchmark, such as the MSQoS, serves as a useful reference during commercial negotiations with customers. Nevertheless, from an operational perspective, there have been no significant challenges, as SLAs and product offerings are clearly defined and consistently applied.</li> <li>• However, certain service aspects—such as installation timelines, fault restoration, and other deliverables may deviate from the parameters set out in MSQoS. These deviations are typically due to specific customer</li> </ul>

Submitting Party	Comments
	requirements, which vary on a case-by-case basis.
Maxis	<ul style="list-style-type: none"> <li>• Maxis believes that the ability to independently negotiate SLAs, without the imposition of the MSQoS DLL, does not result in any adverse impact. This flexibility offers significant commercial and operational benefits, particularly for enterprise services, by enabling service providers to better tailor solutions to diverse customer needs.</li> <li>• Maxis has consistently exceeded the current MSQoS benchmarks for DLL services. Feedback from enterprise customers indicates a high level of satisfaction with the existing service offerings and performance, which continue to meet their operational and business needs.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• The benefit of negotiating SLAs independently allows for commercial variation based on the customer’s specific requirements.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• In the absence of the MSQoS for DLL, TM Tech has the flexibility to offer a diverse range of customised SLA packages.</li> <li>• These tailored solutions are carefully designed to meet the unique requirements of each customer, ensuring not only optimal service delivery but also cost-effective and affordable options that align with their specific business needs, benefiting both parties.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• The ability to independently negotiate SLAs without the imposition of MSQoS for DLL offers several benefits, including greater flexibility for NSPs to tailor terms to meet specific customer needs, fostering innovation and value-added services.</li> <li>• It also allows for market differentiation, enabling NSPs to compete based on service quality, responsiveness, and performance guarantees, ultimately benefiting end users</li> </ul>

Submitting Party	Comments
	<p>with improved service options.</p> <ul style="list-style-type: none"> <li>• Additionally, moving away from uniform regulatory benchmarks enables NSPs to optimise infrastructure investments and resource allocation, supporting more efficient network management and service delivery.</li> </ul>

**Table 8:** Responses on the Benefits and Challenges of Independently Negotiating SLAs

## Summary of Feedback

2.3.5 The Commission acknowledges that negotiating SLAs independently offers several advantages, including flexibility in tailoring services to meet specific customer needs, the potential for market differentiation, and operational efficiency.

2.3.6 NSPs benefit from being able to offer customised solutions that align with diverse customer segments and operational requirements, which enhances service quality and customer satisfaction.

## Commission's View

2.3.7 The Commission is of the view that the ability to independently negotiate SLAs without the imposition of MSQoS allows for greater flexibility, customisation, and market responsiveness. This approach not only fosters a competitive environment but also enables NSPs to deliver more innovative and cost-effective solutions, aligned with the evolving needs of their customers.

**QUESTION 8: THE COMMISSION SEEK VIEWS HOW THE REVOCATION OF THE MSQOS DLL MIGHT IMPACT THE ABILITY OF NSP TO MAINTAIN THE CURRENT STANDARDS OF ANNUAL SERVICE AVAILABILITY FOR BOTH DOMESTIC AND INTERNATIONAL LEASED LINES.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• There will be no impact since the delivery of services and the associated Quality of Service (“QoS”) standards remain governed by the individual Service Agreements, which are legally binding documents.</li> <li>• Service levels, installation fulfillment, and restoration performance are mutually defined between CelcomDigi and the respective Enterprise customer, based on factors such as the proposed solution, transport medium, and redundancy.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• The revocation will not impact NSPs.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• The revocation will not impact NSPs.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Customers can refer to publicly available tools guidance. Maxis is confident that current service availability standards will be maintained, as they are embedded in SLAs and supported by internal monitoring and service assurance practices.</li> <li>• Maxis has remained in compliance with the mandatory standards for both domestic and international connectivity since the issuance of the determination.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• No impact, as penalty clauses are incorporated in the agreement, ensuring legal obligations.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• The current service availability standards are covered in the SLA with compensation clauses, so the revocation of MSQoS will not affect TM Tech's standards.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• The revocation will not affect NSPs, as SLAs already cover</li> </ul>

Submitting Party	Comments
	service availability standards, driven by internal performance benchmarks and customer expectations.

**Table 9:** Responses on Service Availability Standards

## Summary of Feedback

2.3.8 The Commission notes that all respondents have indicated that the revocation of the MSQoS DLL will not affect NSPs' ability to maintain service availability, as SLAs already incorporate performance standards and penalties for non-compliance.

## Commission's View

2.3.9 The Commission is of the view that revoking the MSQoS DLL will not hinder NSPs' ability to maintain service availability for both domestic and international leased lines. Existing SLAs, internal frameworks, and customer expectations ensure continued service reliability.

**QUESTION 9: THE COMMISSION SEEK VIEWS WHETHER SHOULD THERE BE A MINIMUM SERVICE AVAILABILITY THRESHOLD THAT ALL NSP MUST MEET IN THEIR SLA, IF THE MSQOS DLL IS REVOKED, TO PROTECT CUSTOMER INTERESTS.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• Customer interests are a top priority, with key requirements like service availability and Mean Time to Repair (“MTTR”) clearly defined in the SLA. If the SLA is unmet, rebates are provided.</li> <li>• In challenging environments like remote locations, service standards may vary due to logistical constraints, with clear exclusions outlined in the contract.</li> <li>• Customers have the right to terminate the service without</li> </ul>

Submitting Party	Comments
	cause, as stipulated in the contract which is publicly available on CelcomDigi’s website under the Specific Terms and Conditions for CelcomDigi Corporate Access, Section 15.
Fiberail	Reiterate the comment from Table 8.
Fibrecomm	Reiterate the comment from Table 8.
Maxis	<ul style="list-style-type: none"> <li>• DLL provides dedicated point-to-point connections with flexibility in service availability, tiered based on the criticality of the customer’s use case.</li> <li>• For high-critical operations, such as financial transactions or healthcare, higher availability (e.g., 99.95% to 99.999% uptime) is required, while lower availability can be chosen for less critical functions.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• As contracted in the Agreement.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• The minimum service availability threshold should remain flexible, based on customer needs. Protection elements are incorporated within the SLA and other regulatory provisions such as the General Consumer Code (“GCC”).</li> </ul>
Time	<ul style="list-style-type: none"> <li>• A minimum service availability threshold is unnecessary, as SLAs already cover service availability based on mutual agreements, aligned with internal performance benchmarks and customer demands, particularly from enterprise clients.</li> </ul>

**Table 10:** Responses on Minimum Service Availability Threshold

## Summary of Feedback

2.3.10 The Commission notes that the service availability is clearly defined within commercial agreements, ensuring transparency and accountability.

## Commission’s View

2.3.11 The Commission is of the view that NSPs prefer a flexible SLA-based approach, ensuring service availability aligns with customer-specific needs rather than a one-size-fits-all regulatory threshold.

### Standards on Fulfilment of Installation Orders

**QUESTION 10: THE COMMISSION SEEK VIEWS ON HOW THE REVOCATION OF THE MSQOS DLL MIGHT IMPACT ON THE ABILITY OF NSP TO MEET THE CURRENT STANDARDS FOR FULFILLMENT OF INSTALLATION ORDERS.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>The fulfillment of installation orders is governed by SLAs defined in mutual contractual agreements with each enterprise customer.</li> <li>Installation timelines depend on infrastructure availability; in areas with limited infrastructure, delays may occur, and in areas with no infrastructure, installation may not be feasible.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>Installation order fulfillment is well covered in commercial agreements between NSPs and customers. We do not foresee any impact if this standard is revoked.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>The standards for fulfilling installation orders are covered in commercial agreements. We do not anticipate any impact from the revocation of this standard.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>Installation order fulfillment for DLL services is based on mutually agreed-upon timelines between Maxis and the customer.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>No impact, as the Ready for Service (“RFS”) date will be mutually agreed upon by the parties during the negotiation process.</li> </ul>

Submitting Party	Comments
TM Tech	<ul style="list-style-type: none"> <li>• Defines installation order fulfillment comprehensively within the SLA. This includes site surveys, permit approvals, and commissioning, with provisions for delays. We do not anticipate any impact if this standard is revoked.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• The revocation of MSQoS DLL is not expected to affect NSPs' ability to meet installation order standards. NSPs operate based on internal benchmarks and customer-driven SLAs, which often exceed regulatory requirements.</li> </ul>

**Table 11:** Responses on Installation Order Fulfillment

## Summary of Feedback

2.3.12 The Commission notes that the installation order fulfillment is clearly defined within commercial agreements, ensuring transparency and accountability. Customers have the right to terminate services without cause if dissatisfied.

## Commission's View

2.3.13 The Commission is of the view that NSPs already operate under established frameworks that ensure installation timelines align with customer agreements and infrastructure conditions. The existing SLA-based approach provides sufficient reliability, making the revocation of MSQoS unlikely to affect installation fulfillment standards.

**QUESTION 11: THE COMMISSION SEEK VIEWS ON SHOULD THERE BE ALTERNATIVE MECHANISMS OR AGREEMENT WITH CUSTOMERS TO ENSURE TIMELY FULFILLMENT OF INSTALLATION ORDERS IN THE ABSENCE OF THE MSQoS DLL.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• There is no alternative mechanism other than maintaining the agreed SLA. The SLA serves as the primary reference point to ensure installation order fulfillment, aligned with the customer’s requirements and NSP capabilities. Transparency is ensured through the SLA, which is publicly available on CelcomDigi’s website.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• Customer interests are well protected under the commercial agreement, including claims for penalties and rebates. It is better to leave the negotiation of SLAs to the service provider and customer on a case-by-case basis.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• Customer interests are well protected under the commercial agreement.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Maxis believes that using SLAs is an effective alternative mechanism for ensuring timely installation order fulfillment.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• The Ready for Service (RFS) date was agreed upon between both parties during the negotiation process.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• The commercial agreement ensures timely fulfillment of installation orders. NSPs protect customer interests through customised SLAs, which include penalty provisions such as rebates for non-performance. Customers' interests are also protected by overarching regulatory instruments such as the General Consumer Code (“GCC”) and the Communications and Multimedia Act (“CMA 1998”).</li> </ul>
Time	<ul style="list-style-type: none"> <li>• Time is confident that the existing SLA-based approach ensures timely fulfillment of installation orders, even without mandatory standards. Installation timelines, service availability, and restoration commitments are clearly defined and agreed upon prior to finalising the agreement.</li> </ul>

**Table 12:** Responses on Alternative Mechanisms for Installation Order Fulfillment

## Summary of Feedback

2.3.14 The Commission notes that the commercial agreements agreed between the NSPs and their customers, including penalty clauses, rebates, and clear service expectations, are sufficient to protect customer interests.

## Commission's View

2.3.15 The Commission is of the view that the market-driven approach, reliance on SLAs, and competitive dynamics allow NSPs to adapt service delivery efficiently.

**QUESTION 12: ARE THERE SPECIFIC BENEFITS OR DRAWBACKS TO ALLOWING NSP TO SET THEIR OWN STANDARDS FOR THE FULFILLMENT OF INSTALLATION ORDERS THROUGH SLAs WITH CUSTOMERS.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• Allowing NSPs to set their standards benefits both parties. While the MSQoS DLL standards for installation fulfillment (e.g., 2 weeks for domestic and 4 weeks for international leased lines) may apply when infrastructure is available, large enterprise solutions often require customized timelines.</li> <li>• These may extend beyond the Commission's parameters, but customers are protected through clear agreements and rebates for delays.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• No impact, as the current commercial arrangement already covers installation fulfillment.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• Setting custom standards allows flexibility in designing products to meet market demands.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Maxis supports the current practice of mutually agreed SLAs, including installation timelines, which are finalized before</li> </ul>

Submitting Party	Comments
	service activation.
Sacofa	<ul style="list-style-type: none"> <li>No impact, as it has been incorporated in the Agreement between the parties.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>TM Tech is committed to upholding high installation standards to exceed customer expectations. Timely and efficient installations play a crucial role in customer satisfaction and loyalty. Additionally, SLAs include compensation provisions for non-performance, ensuring customer protection.</li> </ul>
Time	<ul style="list-style-type: none"> <li>Supports the practice of setting customized installation standards within SLAs, as this flexibility allows for better alignment with customer needs and ensures timely fulfillment in a competitive market.</li> </ul>

**Table 13:** Responses on Setting Standards for Fulfillment of Installation Orders

## Summary of Feedback

2.3.16 The Commission notes that by allowing the NSPs to set their own standards for the fulfillment of installation orders, it provides flexibility and ensures that service levels align with customer-specific needs.

## Commission’s View

2.3.17 The Commission is of the view that a flexible, SLA-based approach to installation fulfillment, with mutually agreed timelines, allows for better alignment with customer requirements and market dynamics.

Standards on Service Restoration Performance

**QUESTION 13: THE COMMISSION SEEK VIEWS ON WHETHER THE SLA TERMS BETWEEN THE CUSTOMER AND THE NSP SHOULD INCLUDE THE CURRENT STANDARD FOR SERVICE RESTORATION PERFORMANCE.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• The inclusion of the Commission’s current service restoration standard in the SLA is unnecessary. SLAs have already defined service restoration performance based on customer needs and NSP capabilities, with penalties for non-compliance.</li> <li>• Mandating a standard across all SLAs would add complexity, requiring NSPs to manage varying restoration metrics for each customer.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• Service restoration performance is well covered in the commercial agreement between the NSP and the customer.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• Service restoration performance is adequately addressed in the commercial agreement.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Service restoration should remain governed by the SLA between the NSP and the customer.</li> <li>• Existing SLAs already reflect the customer’s business needs and criticality. This approach offers flexibility and ensures enforceability without the rigidity of a regulatory benchmark.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• Incorporated in the agreement between the parties.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• The MSQoS DLL components are already incorporated into the Service Level Agreement (“SLA”), including provisions that specifically address service restoration performance.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• Service restoration performance should remain part of the mutually agreed SLA, allowing flexibility to meet different customer requirements, particularly for enterprise clients with varying needs.</li> </ul>

**Table 14:** Responses on Service Restoration Performance in SLAs

## **Summary of Feedback**

2.3.18 The Commission notes that the service restoration performance is sufficiently addressed within commercial agreements, ensuring clarity and accountability.

## **Commission's View**

2.3.19 The Commission is of the view that the NSPs strongly support a flexible, SLA-based approach, ensuring service restoration aligns with customer demands.

## 2.4 Additional Views Sought

**QUESTION 14: THE COMMISSION SEEK VIEWS ON WHAT WOULD BE AN EFFECTIVE TRANSITION PLAN FOR MOVING FROM THE CURRENT MSQoS DLL FRAMEWORK TO A MORE FLEXIBLE, SLA-BASED APPROACH, ENSURING MINIMAL DISRUPTION TO SERVICE QUALITY.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>No transition plan is required, as the shift to an SLA-based approach is part of Business as Usual (“BAU”). The relevant requirements and SLAs are already embedded in commercial agreements with each enterprise customer. CelcomDigi is committed to maintaining Quality of Service while empowering the customer through SLA agreements.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>The commercial arrangements between NSPs and customers have been in practice for many years, making the transition impact minimal.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>The transition will have no impact on current practices, as commercial arrangements have been well-established.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>The current SLA-based approach is adequate, as SLAs are mutually agreed upon and tailored to the customer’s business needs. Dedicated account managers ensure service expectations are clearly defined and met.</li> <li>Support the revocation of MSQoS DLL, as existing practices provide flexibility and accountability without reliance on rigid regulatory standards.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>The commercial agreement will lead to more stringent SLAs.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>The revocation can be implemented without any transition period.</li> </ul>
Time	<ul style="list-style-type: none"> <li>Propose a strategic transition plan to shift from current mandatory standards to a flexible SLA-based approach.</li> </ul>

**Table 15:** Responses on Transition Plan for Moving to SLA-Based Approach

## Summary of Feedback

2.4.1 The Commission notes that the transition to an SLA-based approach is considered BAU. Existing SLAs already define service quality, ensuring no disruption to ongoing commitments.

## Commission’s View

2.4.2 The Commission is of the view SLAs already govern service quality effectively. For a structured approach, collaborative industry discussions and regulatory adjustments could help ensure smooth adaptation, while maintaining customer protection and operational continuity.

**QUESTION 15: THE COMMISSION ALSO WELCOMES COMMENTS ON RELATED MATTERS THAT STAKEHOLDERS OR RESPONDENTS BELIEVE ARE RELEVANT FOR THE IMPROVEMENT OF THE MSQoS DLL, RATHER THAN ITS REVOCATION.**

Submitting Party	Comments
CelcomDigi	<ul style="list-style-type: none"> <li>• The current MSQoS DLL framework is outdated, as it relies on legacy, time-based Time Division Multiplexing (“TDM”) circuits.</li> <li>• Modern SLAs offer greater flexibility, considering redundancy configurations, underlying technologies, and the scope of managed services.</li> <li>• Service Level Agreements (“SLAs”) now offer greater flexibility, taking into account factors such as redundancy configurations (e.g., 1+0, 1+1, n+1), underlying technologies, and the scope of managed services provided.</li> </ul>
Fiberail	<ul style="list-style-type: none"> <li>• Many of the quality metrics in the MSQoS DLL are already being met or exceeded through internal SLAs and commercial agreements with customers, making the mandatory standards redundant.</li> </ul>

Submitting Party	Comments
	<ul style="list-style-type: none"> <li>• Network providers have adopted international best practices that ensure quality service delivery without the need for rigid regulations.</li> <li>• Compliance with the MSQoS DLL entails detailed reporting, documentation, and audits, which place unnecessary administrative and operational burdens on service providers.</li> </ul>
Fibrecomm	<ul style="list-style-type: none"> <li>• No comment.</li> </ul>
Maxis	<ul style="list-style-type: none"> <li>• Maxis supports the revocation of MSQoS DLL, as the volume of complaints is low, demonstrating the effectiveness of current processes. SLAs and dedicated account managers ensure timely issue resolution, making the regulatory framework less relevant.</li> </ul>
Sacofa	<ul style="list-style-type: none"> <li>• No comment.</li> </ul>
TM Tech	<ul style="list-style-type: none"> <li>• TM Tech supports the revocation of MSQoS DLL, as the proposed revocation is timely, with no compromise on customer protection. SLAs and other regulatory instruments like CMA 1998 offer sufficient customer protection.</li> </ul>
Time	<ul style="list-style-type: none"> <li>• TIME supports the revocation of MSQoS DLL, as there have been no complaints regarding Leased Line services.</li> </ul>

**Table 16:** Responses on Transition to SLA-Based Approach

## Summary of Feedback

2.4.3 The Commission notes that the majority of the respondents support the revocation of the MSQoS DLL, as they indicated that the SLAs provide a more effective approach to governing service quality, enabling customised solutions based on redundancy configurations and advanced technologies.

## **Commission's View**

- 2.4.4 The Commission is of the view that NSPs favour revocation, which aligns with the preliminary proposal of the Commission to revoke the MSQoS DLL, citing outdated technological foundations, market-driven quality assurance, and regulatory duplication.

### 3. The Way Forward

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- 3.1 The regulation on the QoS parameters was put in place to ensure customer satisfaction by setting network performance-related norms. Consequently, NSPs were required to achieve specified dimensioning in their network, measure the quality of service from time to time, and protect the interests of their customers.
- 3.2 The DLL services are offered to Enterprises to connect their Local Area Networks ("LANs") to the Internet by point-to-point leased lines, or to NSPs who do not have their own international gateway facilities, to provide them access to the International Internet Backbone abroad.
- 3.3 This service is a Service Level Agreement ("SLA") based service between NSPs and the enterprise customer. The enterprise customers to this service, holding a dominating position by virtue of one-to-one agreements with NSPs and by their position, can safeguard their interests concerning service performance-related issues.
- 3.4 Additionally, the NSPs also assign priority in attending to their grievance/complaints, to avoid their churn out to the competitors.
- 3.5 In view of the leased line service being SLA-based services between two contracting parties, the regulation on QoS of Digital Leased Line Service appears to be no more relevant in the present context.
- 3.6 Hence, pursuant to sections 56 and 106(1) of the CMA 1998, the Commission decided to revoke the MSQoS DLL, Determination No. 3 of 2009 as the Commission has determined that a mandatory standard is no longer consistent with the criteria outlined in section 105(1)(b) and (c), with effect from the date of its notification via Official Notice.