



TELESTRUCTURE SDN. BHD. REFERENCE ACCESS OFFER (“RAO”)

**Effective 1 JULY, 2017
Version 1.2**

**TELESTRUCTURE SDN BHD (592949-P)
 (“the Access Provider”)**

Registered & Business Address
2319, JALAN IKS BUKIT MINYAK
TAMAN IKS BUKIT MINYAK
14100 SIMPANG AMPAT
PULAU PINANG
MALAYSIA

This ARD is available upon written request at the Business Address above and at
www.telestructure.com.my

A. COMPANY BACKGROUND

- Telestructure Sdn. Bhd. (TSB) was incorporated in 2002. The Company has evolved from a telco contractor based company to a Telco Infrastructure developer in its 13 years of involvement in the telecommunication industry.
- TSB is principally involved in the manufacturing of telecommunication towers and provision of telecommunications network services. It has the capability to build a full range of turnkey services to all areas of the telecommunication market.
- Set up in 2002, TSB now one of the active telecommunication infrastructure providers in Malaysia. TSB obtain a network facility provider (NFP) license in 2012, which granted it to build, own and rent out telecommunication towers and rooftop transmission sites.
- TSB has invested into building telecommunication sites (tower sites) for the industry players, i.e. renting out sites to the various mobile operators in Malaysia.
- Currently, TSB has a total of nearly 100 sites in both Peninsular and East Malaysia.

B. BACKGROUND AND SCOPE

- TSB is a company incorporated in Malaysia with its registered and business address stated in Page 1 hereof.
- TSB is a licensed individual network facilities provider under the Act. Pursuant thereto, TSB may offer network facilities.
- The Commission has issued the Determination on Access list (Determination No. 2 of 2015) on the 24th August 2015 and this ARD is prepared pursuant to Section 5.3.2 of the Mandatory Standard on Access (MSA) Determination No.2 of 2015 and Variation to Commission Determination on MSA Determination No.2 of 2009.
- This ARD sets out the general terms and conditions on which TSB as Access Provider shall provide the Access Service to an Access Seeker. This ARD is not an offer to enter into a legally binding contract but merely a reference document that details the terms and conditions on which TSB as Access Provider is prepared to provide the Access Service to the Access Seeker by entering into an Access Agreement.
- For services outside the scope of this ARD, the terms and conditions thereof shall be negotiated separately between the parties.
- This ARD sets out the terms and conditions on which the Access Provider shall provide the Access Service to an Access Seeker. This ARD is not an offer to enter into a legally binding contract but merely a reference document that details the terms and conditions on which the Access Provider is prepared to provide the Access Service to the Access Seeker by entering into an Access Agreement.
- The Access Provider considers that this ARD is consistent with:-

- i. the Standard Access Obligations stipulated under Section 4.1.1 of the MSA Determination and section 149 of the Act; and
 - ii. the principle of non-discrimination stipulated under Sections 4.1.5 and 4.1.6 of the MSA Determination.
- This ARD may be amended from time to time and upon the happening of such an event, the Access Provider shall comply with Section 5.3.5 of the MSA Determination.

C DEFINITIONS AND INTERPRETATIONS

The following words have these meanings in this ARD unless the contrary intention appears:-

“Access Agreement” means an agreement:

1. entered into between TSB and the Access Seeker; or
2. Which is commercially negotiated between the Operators, whereby TSB provides the Access Service to the Access Seeker in accordance with the terms therein contained and registered with the Commission in accordance with Section 150 of the Act.

“Access Charges” means the sum payable under the Access Agreement agreed by the Operators to be paid by the Access Seeker to TSB for providing the Access Service, the indicative Access Charges are as per Appendix 1 hereof.

“Access Provider” means TSB who is a network facilities provider who owns or provides network facilities listed in the Access List and who is a licensee as defined in the Act.

“Access Request” means a request for access to Facilities or Services on the Access List made by the Access Seeker to TSB.

“Access Seeker” means an Operator who is a network facilities provider, network services provider, application services provider or content application service provider and also is a licensee as defined in the Act who makes a written request for access to Facilities or Services.

“Access Service” means the network facilities that are provided by TSB to the Access Seeker pursuant to an Access Request and upon terms and conditions in the relevant Access Agreement.

“Act” means the Communications and Multimedia Act 1998 and any subsequent amendments thereto.

“Amended Authorized Work Order” or “AAWO” means any variations and/or amendments to an AWO or an existing AAWO which include but is not limited to the addition of a new User to an Infrastructure thus reducing the License Fee, the increase or adjustment of the License Fee or the additional License Fee by virtue of a Variation Order under the License Agreement

“Associated Tower Site” means the space at the base of the Tower to install Equipment thereat.

“Authorized Work Order” or “AWO” refers to the order in the form set out in Appendix 2 issued by the Operator or the Sharing Operators to TSB and accepted and executed by TSB in

relation to an Infrastructure Sharing Project and the commencement of a License Period for such Operator or Sharing Operators shall be from the Handover Date of the Site.”

“Commission” means the Malaysian Communication and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

“Equipment” means any equipment (whether hardware or software), or device which is part of or within the Network.

“Facilities” means network facilities and/or other facilities which facilitate the provision of network services or applications services including content applications service.

“Handover Date” means the date on which access to the Tower and Associated Tower Site is given to the Access Seeker for installation of the Equipment at that site.

“Infrastructure Sharing” means an Access Service which comprises the provision of physical access, which refers to the provision of space at specified Tower and Associated Tower Site to enable an Access Seeker to install and maintain its Equipment.

“GST” means the Goods and Services Tax or whatever taxes called by whatever name charged by Government of Malaysia for the supply of good and/or services provided hereunder.

“Invoice” means the invoice for amount due in respect of the supply of Access Service during a Billing Period.

“Technical Specifications” means any technical parameters, specifications and procedures applicable to a Tower and its Associated Tower Site.

“Tower” means the telecommunication tower belonging to the Access Provider to be utilized by the Access Seeker to install Equipment thereat which may be any of the following –

1. Lamp poles, floodlights, aesthetic towers, monopoles, towers and any other telecommunication infrastructure below 200 feet not as per the Tower under paragraphs (a) or (h) of Annexure 3 hereof and as provided under paragraph (i) (x) of Appendix 3 hereof on the Associated Tower Sites, or
2. 4 Legged towers, aesthetic towers and any other telecommunication infrastructure 200 feet and above not as per the Tower under paragraphs (a), (h) and (i) (ix) of Appendix 3 hereof as specified in paragraph (i)(x) of Appendix 3 hereof on the Associated Tower Site, or
3. Any other telecommunication structures belonging to the Access Provider,

D ACCESS REQUEST

- The Access Service provided by TSB under this ARD is Infrastructure Sharing whereby subject to the terms of the Access Agreement between TSB and Access Seekers, TSB shall provide the Access Seeker space at its existing Tower and Associated Tower Site to enable the Access Seeker to install and maintain its Equipment.
- TSB shall if requested to do so by an Access Seeker, supply the Access Service to the Access Seeker on reasonable terms and conditions.
- TSB shall only provide Infrastructure Sharing service where:-
 1. An Access Request had been made by an Access Seeker to TSB and TSB has accepted the said Access Request. This is done by way of an Authorized Work Order issued by the Access Seeker to TSB;
 2. TSB is the legal owner of the Tower;
 3. The Access Seeker has the appropriate License (NFP & NSP) to operate the service for the purpose for which the Equipment is to be installed;
 4. There is spare capacity at the relevant Tower and Associated Tower Site;
 5. Any new installation by the Access Seeker will not exceed the structural loading of the relevant Tower;
 6. An Access Agreement had been entered into between the Operators.
- An Access Seeker may not request for access to Access Service where the requested Access Service is to be used in connection with an activity or activities in which the Access Seeker is not licensed to provide.
- Consistent with Government policy and Determinations by the Commission (and its predecessor), where TSB provides the Access Seeker with access to the Access Service, the Access Charges for the requested Access Service shall be negotiated between the Operators.
- If TSB requests an Access Seeker to provide Forecast, TSB shall only request the following with regards to the Infrastructure Sharing:
 - the Forecasts shall cover the maximum period of one (1) year;
 - the Forecasts shall use the minimum intervals of one (1) year; and
 - the maximum frequency to update or make further Forecasts is once a year.
- TSB shall acknowledge of receipt of an Order for Infrastructure Sharing in writing (includes through electronic correspondences), within 2 business days.
- TSB shall notify an Access Seeker that its Order for Infrastructure Sharing is accepted or rejected within 10 business days after acknowledge of receipt been issued or post-Order Service Qualification been issued.

- If TSB is accepting the Order, its Notice of Acceptance will indicate the delivery date or activation date, and the time frame for delivery date or activate date shall be within 40 business days from the Notice of Acceptance.
- The TSB's billing cycle for Operators, is one (1) year in advance for the first year, and quarterly in advance for the subsequent years.
- TSB shall allow Access Seeker, its nominated employees and / or contractors to physically access the TSB's network facilities and its equipment within the facilities, for Access Seeker to fulfill the Order for Infrastructure Sharing and perform operations or maintenance activities.
- If TSB's employees and / or contractors enter the network facilities with an escort, TSB may request Assess Seeker, its nominated employees and / or contractors to enter the site with escort too.
- Assess Seeker shall provide 2 business days' notice for manned sites and 5 business days' notice for unmanned site to TSB if Assess Seeker intends to physical access the network facilities for planned maintenance.
- For planned and emergency maintenance at unmanned sites, TSB's escort is allowed to have reasonable time (which include travel time) to arrive the sites. If the TSB's escort fail to arrive within the reasonable time, the Assess Seeker, its nominated employees and / or contractors to enter the site without escort.
- TSB shall provide relevant utilities and ancillary services which are within its control, or ensure that all necessary utilities and ancillary services, to enable Assess Seeker to benefit during their access. The services include: access of land, power (including back-up power), environmental service (heat, light, ventilation, air conditioning, fire protection), security and site maintenance. The costs shall be apportioned in fair and equitable principles between TSB and Access Seekers.

**ANNEXURE 1
SITE LICENSE OFFER ("SLO")**

Ref :	
Date :	

SITE LICENSE OFFER

This Site License Offer (SLO) is issued pursuant to the Access Provider’s Access Reference Document (“ARD”) and the Access Agreement entered into between the Access Provider and the Access Seeker stated herein.

1. the Access Provider Site Details

the Access Provider ID		Access Seeker ID	
Latitude		Longitude	
Site Name			
Site Address			
Structure Height			
Current Site User Configuration			

2. Equipment proposed by Access Seeker :

Omni Antenna	
RF Panel Antenna	
Tx Antenna	
Cabin Space	
Genset Space	

3. License Term:

Further License Term:

4. License Fee (Monthly):

5. Security Deposit:

6. Commencement Date of License:

7. Terms and Conditions

From		Expiry	
From		Expiry	
RM			
RM			

- i) The issuance of this SLO is subject to the terms and conditions stipulated in the Access Provider’s ARD and the Access Agreement entered into between the parties
- ii) Possession of Site is upon payment of Security Deposit and one (1) month License Fee in advance.
- iii) All Equipment to be installed within the Site boundary.
- iv) Access Seeker shall be liable for damages caused to existing equipment on Site at the time when the Access Seeker’s works/installation are in progress.
- v) Other additional terms and conditions, if any, as agreed between the parties.

IN WITNESS WHEREOF, the undersigned have through their duly authorized representatives signed this SLO on the day and year written below.

For and on behalf of For and on behalf of
the Access Seeker

Date
Name
Designation

Company Chop

the Access Provider

Date
Name
Designation

Company Chop

1. Subject to paragraphs (c) and (g) below, the following rates shall be utilized as indicative rates for access to the telecommunication towers to be granted to an Access Seeker to install its Equipment thereat:-

Structure type	1 way		2 way		3 way	
	West Malaysia	East Malaysia	West Malaysia	East Malaysia	West Malaysia	East Malaysia
Tower, 76m	8,593	9,367	5,606	6,111	3,969	4,327
Tower, 60m	7,669	8,359	5,003	5,454	3,543	3,861
Tower, 45m	5,821	6,345	3,798	4,139	2,689	2,931
Monopole, 45m	7,207	7,928	4,702	5,172	3,329	3,629
Monopole, 30m	6,006	6,607	3,916	4,308	2,783	3,033
Monopole Tree, 45m	7,762	8,538	5,064	5,570	3,585	3,908
Monopole Tree, 30m	6,353	6,988	4,144	4,559	2,929	3,192
Lamp Pole, 30m	4,444	4,666	3,299	3,629	2,491	2,715
Pylon, 30m	5,478	6,026	4,010	4,411	3,018	3,290

2. The above License Fee shall be inclusive of costs, expenses, OPEX, operations and maintenance of the Infrastructure recurring or otherwise howsoever and whatsoever incurred (but excluding GST) for the License Period and the Extended License Period (unless otherwise expressed and specifically agreed by the Parties) and any additional fees or expenses incurred by TSB in excess (if any) shall be borne by the TSB. The License Fee for the Basic Infrastructure payable by a User will be dependent on the number of Users using any particular Infrastructure at the material time as per the table above.
3. If in the event the number of User per Infrastructure increases, the License Fee payable by the Users will be revised downwards as per the payment structure above. There shall be no further reduction for the License Fee if the Users for any Infrastructure exceed six (6). To reflect the amended License Fee, all Users for the Site will amend the first Authorized Work Order or relevant applicable AAWO and issue a new AAWO (whichever is applicable) and shall be entitled to the amended License Fee with effect from the date stated in the latest AAWO.
4. In the event that the Access Seeker wishes to install more than the maximum number of dishes and/or antennas at any Tower or dishes in excess of 1.2 meters in diameter, subject to the consent by the Access Provider and also subject to the Tower's space and loading, the Access Seeker shall pay the following additional Access Charges :-
- i. RM500.00 per month for any additional RF antennas or dishes measuring less than 1.2 meters in diameter; and
 - ii. RM1, 000.00 per month for any dishes measuring more than 1.2 meters in diameter.
5. The Access Charges that will be payable by the Access Seeker will be dependent on the number of telecommunication companies (Access Seeker and other Operators (if any) ("User(s)")) using any particular Tower.