



TOUCH MINDSCAPE SDN BHD
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REFERENCE ACCESS OFFER (RAO)

VERSION 1.4

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Reference Access Offer (RAO)

CHAPTER 1 – INTRODUCTION, BACKGROUND AND SCOPE

1.1 Introduction

1.1.1 This Reference Access Offer is made by Touch Mindscape Sdn Bhd (Company No. 743499-T), a company incorporated under the laws of Malaysia and having its registered office at (Address) B48, Lorong Im 8/33, Taman Mahkota Putra, 25200 Kuantan, Pahang Darul Makmur on 14th June, 2017 pursuant to section 5.3.2 of the Commission Determination on the Mandatory Standard on Access Determination No. 2 of 2005 (“MSA Determination”).

1.1.2 This Reference Access Offer is hereby referred to as Touch Mindscape RAO.

1.1.3 This Reference Access Offer is set out as follows:

- (a) Main Text of which there are:
 - (i) Chapters (e.g. Chapter 1);
 - (ii) Sections (e.g. Section 1.1 being the first section of Chapter 1);
 - (iii) Schedules to the Main Text (e.g. Schedule A of the Main Text).
- (b) Schedules of which there are:
 - (i) Schedule A;
 - (ii) Schedule B;
 - (iii) Schedule C, Parts which is respectively placed under the Schedule (e.g. Part 1 of Schedule A).

1.2 Background

1.2.1 Following the issuance of the Ministerial Direction to Determine a Mandatory Standard on Access, Direction No.2 of 2003, and:-

- a) Commission Determination on Access List, Determination No. 1 of 2005 and Variation to Commission Determination on Access List, Determination No. 1 of 2005 (Determination No.1 of 2009);
- b) Commission Determination on the Mandatory Standard on Access Pricing, Determination No. 1 of 2012; and
- c) Commission Determination on Access List, Determination No. 2 of 2015 (“Access List Determination”).
- d) Commission Determination on the Mandatory Standard on Access, determination No. 3 of 2016

1.2.2 MSA Determination Obligations

1.2.2.1 The MSA Determination deals with access to network facilities and network services included in the Access Lists and sets out the obligations that apply to Access Seekers concerning various access issues which include:

- a) Disclosure obligations;
- b) Negotiation obligations; and
- c) Content obligations.

1.2.2.2 Disclosure obligations are as set out in Section 5.3 of the MSA Determination.

1.2.2.3 Negotiation obligations are as set out in Section 5.4 of the MSA Determination.

1.2.2.4 Content obligations are as set out in Section 5.5 of the MSA Determination

1.3 Scope of Touch Mindscape's RAO

1.3.1 Touch Mindscape is a licensed individual network facilities provider under the Act. Pursuant to this license, Touch Mindscape may offer network facilities within peninsular Malaysia only.

1.3.2 Pursuant to Section 5.3.2 of the MSA Determination, Touch Mindscape is obliged to prepare and maintain a Reference Access Offer in relation to network facilities on the Access List which Touch Mindscape provides to itself or third parties.

1.3.3 Touch Mindscape's RAO:

- a) Contains terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
- b) Does not include terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

1.3.4 Where relevant, the rights and obligations set out in the MSA Determination shall be applicable to Touch Mindscape's RAO.

1.3.5 Touch Mindscape considers Touch Mindscape's RAO to be consistent with:

- a) The standard access obligations stipulated under Section 4.1.1 of the MSA Determination and Section 149 of the Act; and
- b) The principals of non-discrimination stipulated under section 4.1.5 and 4.1.6 of the MSA Determination.

1.3.6 For the purposes of clarification, this Touch Mindscape's RAO is not an offer to enter into a legally binding agreement. It is merely a reference document that indicates the terms and conditions on which Touch Mindscape is prepared to provide the network facilities as stipulated in the Access List to the Access Seeker by entering into an "Access Agreement".

1.3.7 Touch Mindscape's RAO has no effect on contractual arrangements for the supply of the Facilities of Touch Mindscape to an Access Seeker prior to the Commencement Date unless and until such contractual arrangement is subsequently renegotiated and agreed between the Access Seekers.

1.3.8 In addition to other additional services of the Facilities outside Touch Mindscape's RAO, the terms and conditions for the provision of such facilities shall remain outside the scope of Touch Mindscape's RAO and to be negotiated separately.

1.4 Changes to Touch Mindscape's RAO

1.4.1 Touch Mindscape shall within ten (10) Business Days of making any amendment to Touch Mindscape's RAO, provide a copy of the amendments, or an amended copy of Touch Mindscape's RAO to:

- a) the Access Seeker who is being provided with access to network facilities listed on the Access List under Touch Mindscape's RAO; and
- b) the Access Seeker who has requested for Touch Mindscape's RAO within the period of ninety (90) days prior to the making of such amendments, unless the Access Seeker has already indicated that it does not wish to proceed with an Access Request.

1.5 Notice of Withdrawal, Replacement and Variation of Touch Mindscape's RAO

1.5.1 If the Commission revokes, varies or replaces the Access List Determination relating to the network facilities in accordance to the Access List under Section 56 of the Act, Touch Mindscape may, by giving written notice to all Access Seekers to whom it is supplying network facilities under Touch Mindscape's RAO, withdraw or replace Touch Mindscape's RAO with effect from a date not earlier than the effective date of the Commission's revocation, variation or replacement.

1.5.2 Touch Mindscape shall comply with Sections 6.4.2 and 6.4.3 of the MSA Determination where it is given written notice pursuant to Section 1.5.1 above.

1.5.3 In addition to Section 1.5.2 above, Touch Mindscape's may give the Access Seekers to whom it is supplying network facilities under Touch Mindscape's RAO to effect such variations that are necessary or appropriate in the event of:

- a) the occurrence of a Legislative Event that materially affects the rights or obligations of Touch Mindscape under Touch Mindscape's RAO; or
- b) the occurrence of a Regulatory Event that relates to Touch Mindscape; or
- c) a review by the Commission of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

1.5.4 Notwithstanding Sections 1.5.1, 1.5.2 and 1.5.3 above, Touch Mindscape's may subject to Section 1.4 above, replace Touch Mindscape's RAO at anytime.

1.6 Availability

1.6.1 Touch Mindscape's RAO shall be made available to an Access Seeker:-

- a) on written request to Touch Mindscape's principle place of business; and/or
- b) on a publicly accessible website at <http://www.tm-group.com.my/touch-mindscape/>

CHAPTER 2 – DEFINITION AND INTERPRETATION

2.1 The following words have these meanings in this Touch Mindscape's RAO unless the contrary intention appears:-

"Act" means the Communications and Multimedia Act 1998.

"Access Agreement" means agreement(s) which is/are commercially negotiated between the Operators, whereby Touch Mindscape shall provide requested the Facilities listed in the Access List Determination 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 List" means the list of the Facilities determined by the Commission under Section 146 of the Act.

"Access List Determination" means the Commission Determination on Access List, Determination No. 2 of 2015; which came into operation on 1 September 2015.

"Access Request" means a request for access to the Facilities on the Access List Determination made by the Access Seeker to Touch Mindscape and containing the information in Section 4.1.3.

"Access Seeker" means a network facilities provider and/or network service provider and/or an applications service provider and/or a content applications service provider who is a licensee as defined in the Act and who makes a written request for access to facilities and/or Services.

"Access Service" in relation to the network facilities means a services as specified in Touch Mindscape's RAO that are provided by Touch Mindscape to the Access Seeker to an Access Request.

"Associated tower sites" is the space surrounding the tower where the Access Seeker may place its cabin or outdoor support equipment including space required for cable gantry connecting to the tower and generator-set.

"Authorized Personnel" means those person(s) authorized by the company to act on its behalf in any communications within the parties.

"Authorised Work Order" refers to the order in the form set out in Part II of Schedule C by the Sharing Access Seekers to Touch Mindscape and accepted and executed by Touch Mindscape in relation to an Infrastructure Project.

"Banker's Cheque" means cheque(s) to issue or to be issued by any commercial bank(s) in Malaysia.

"Billing Dispute" means the dispute of an invoice prepared by an Operator to the Other Operator which is made in good faith.

"Billing Period" means the period over which the supply of access to the Facilities is measured for the purposes of billing as contemplated in Chapter 6, which shall be no more than thirty (30) days and in accordance with the relevant calendar month, unless otherwise agreed between the Operators.

"Business Day" means a day on which banks are open for general banking business in Kuala Lumpur, Wilayah Persekutuan, other than a Saturday and Sunday or a public holiday.

"Certificate of Acceptance" means the certificate to be issued by the Sharing Access Seekers in the agreed form as set out in Part III of Schedule C.

"Charges" means the sums payable by the Access Seeker to Touch Mindscape for the provision of the Facilities listed in the Access List Determination.

"Commencement Date" means the date on which the Operators enter into the Access Agreement or such other dates as agreed between the Operators.

"Commission" means the Malaysian Communications and Multimedia Communication Act 1998.

"Communication" means any communication in the form of telefaxes, letters, and email(s) between Authorized Personnel of respective parties.

"Confidentiality Agreement" means a confidential agreement entered into between the Operators in accordance with Section 5.3.7 of the MSA Determination.

"Creditworthiness Information" means the information required by Touch Mindscape to assess the creditworthiness of the Access Seeker which is more particularly described in Section 4.2 of Touch Mindscape's RAO and such other information as may be required from time to time.

"Determination" means any lawful determination made by the Commission and/or the Minister, pursuant to the Act.

"Direction" means any lawful direction made by the Commission pursuant to Chapter 1 of Part V of the Act.

“Due Date” means, in respect of an invoice, thirty (30) calendar days from the date of receipt of an invoice.

“Effective Date” means the date on which the relevant portions of the Access Agreement requiring registration is duly registered with the Commission under Section 150 or the Act in its entirety (and such registration is notified in writing to the Operators).

“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 application services.

“Handover Date” means the date on which access to the Infrastructure as endorsed by a Certificate of Acceptance hereunder is given to the Access Seeker for installation of Equipment at that particular site and handover shall be construed accordingly.

“Infrastructure sharing” shall have the meaning as defined in Part I of Schedule A.

“Insurance Information” means the insurance information required by Touch Mindscape pursuant to Section 4.4.

“Invoice” means the invoice for amounts due in respect of the supply of requested facilities or services listed in the Access List Determination during a Billing Period.

“License” means an individual license granted by the Minister pursuant to the Act for Communications Services.

“License Fee” means the monthly fee payable by an Access Seeker according to the payment structure set out in Schedule B and as recorded in the relevant Authorised Work Order in Part II of Schedule C.

“Location Criteria Notice” means a notice, which, along with other information, identifies:

- (a) The longitude and latitude grid references of a preferred site(s) for an Infrastructure Project;
- (b) The Sharing Access Seekers; and
- (c) The nominal planned height and structural loading of the tower to be constructed at the chosen site. An agreed form of a blank Location Criteria Notice is set out in Part I of Schedule C.

"Manuals" means the Technical and Implementation Manual, the Operations and Maintenance Manual and other manuals which the Operators establish pursuant to the Access Agreement.

"Minimum Value" for the purposes of calculating the Security Sum means the total estimated valued of access to the requested the Facilities provided (based on the most recent amounts invoiced for those requested the Facilities) or to be provided by Touch Mindscape to the Access Seeker for a ninety (90) day period.

"Minister" means the Minister of Energy, Communications and Multimedia or otherwise the Minister under the same portfolio and administering the Act.

"Operators" means Touch Mindscape and the Access Seeker collectively;

"Other Operator" means either Touch Mindscape; or the Access Seeker, as the context requires.

"Regulatory Event" means:

- (a) the declaration, modification, variation or revocation of the MSA Determination;
- (b) the giving of the lawful direction to Touch Mindscape by the Commission relating to Touch Mindscape's RAO; or
- (c) the giving of lawful direction to Touch Mindscape by the Minister relating to Touch Mindscape's RAO.

"Review" means a review of the MSA Determination pursuant to Section 6.5 of the MSA Determination.

"RM" means Ringgit Malaysia which shall be the monetary currency used in Touch Mindscape's RAO unless otherwise provided.

"Security Sum" means the security, either in the form of a Banker's Cheque or cash, deposited with Touch Mindscape for the supply of the Facilities listed on the Access List Determination which is more particularly described in Section 4.3; and which amount is equivalent to the Minimum Value.

"Sharing Access Seeker" means where more than One (1) Operator makes a written request for access to the Facilities listed in the Access List Determination.

"Standard Access Obligations" has the meaning prescribed in Section 149 of the Act.

"Touch Mindscape" means Touch Mindscape Sdn. Bhd. and in Touch Mindscape's RAO, is Touch Mindscape unless otherwise stated.

- 2.2 In Touch Mindscape's RAO except where the contrary intention appears;
- a) the singular includes the plural and vice versa; and
 - b) a document includes all amendments or supplements to that document, or replacements or novations of it; and
 - c) a reference to statute, ordinance, regulations, code or other law and other instruments under it, shall include any statute, ordinance, regulation, code and other law consolidating, amending, re-enacting or replacing of any of them from time to time relating thereto or in connection therewith; and
 - d) a reference to a person includes a firm, body corporate or an authority; and
 - e) a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns; and
 - f) if the day on which the payment of money falls due is not a Business Day, the due date shall be deemed to be the next Business Day and any reference to act that have to be done or to be done by or on or before a particular day or Business Day means by or on or before the close of business at 12:00 midnight on that particular day or Business Day; and
 - g) a reference to a related body corporate of an Operator has the same meaning as in the Companies Act 1965; and
 - h) a reference to a third person is a reference to a person who is not a party to this RAO; and
 - i) headings are included for convenience and do not affect the interpretation of Touch Mindscape's RAO.

CHAPTER 3 – PRINCIPLES OF ACCESS

3.1 Services

- 3.1.1 Touch Mindscape's RAO applies only to the Facilities listed on the Access List Determination.
- 3.1.2 The services description for each of the Facilities is set out in Schedule A.
- 3.1.3 The charges and charging principles for each of the Facilities are set out in Schedule B which shall be determined upon negotiation between the parties.
- 3.1.4 The technical and operational matters for all of the Facilities are set out in Schedule C.

3.2 Eligibility for Access to the Facilities

- 3.2.1 Touch Mindscape may at its discretion and in a manner consistent with the License(s) granted (and the license rights accorded therein) by the Minister to the Access Seeker, determine on a case by case basis whether to provide the Access Seeker with the Access to the Facilities listed in the Access List Determination which are set out in Touch Mindscape's RAO.
- 3.2.2 For the purposes of the clarification, consistent with Government policy and Determinations by the Commission (and by its predecessors) an Access Seeker may only request for access to any or all of the Facilities listed in the Access List Determination which are set out in Touch Mindscape's RAO where the Access Seeker has been granted (i) an individual network facilities provider license and (ii) an individual network services provider license and (iii) an individual content applications services provider license, and such individual license are not limited or restricted from those detailed in the *Communications and Multimedia (Licensing) Regulations 2000*, as amended in any way:
 - (a) By the reference to the type of network facilities, network services and/or content applications services that can be provided; and
 - (b) By geographical limitations to only a specific area and/or areas in Malaysia to which the Access Seeker can provide such network facilities, network services and/or content applications services.

An Access Seeker may not request for access to the Facilities listed in the Access List Determination where the requested Facilities of services are 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 Commissions (and its predecessors), where Touch Mindscape provides the Access Seeker with access to the Facilities listed in the Access List Determination pursuant to Section 3.2.1, the charges for the requested the Facilities shall be negotiated between the Operators.

3.3 Principles of Access

- 3.3.1 Touch Mindscape shall subject to Section 3.2, if requested to do so by an Access Seeker, supply the Facilities listed in the Access List Determination to the Access seeker on reasonable terms and conditions.
- 3.3.2 In supplying the Facilities listed in the Access List Determination, Touch Mindscape must treat an Access Seeker on the non-discriminatory basis as required by the Standard Access Obligations in relation to the supply of a Service.
- 3.3.3 Principals of non-discrimination
 - 3.3.3.1 The access provided by Touch Mindscape to the Access Seeker shall be consistent with:
 - (a) Section 149(2) of the Act; and
 - (b) The principals set out in Sections 4.1.5 and 4.1.6 of the MSA Determination.
- 3.3.4 Customer Principles
 - 3.3.4.1 Touch Mindscape shall observe and comply with the customer relationship principles set out in Section 4.3 of the MSA Determination.

CHAPTER 4 – ACCESS REQUEST PROCEDURES

4.1 Application for Access to Services

- 4.1.1 An Access Seeker shall request Touch Mindscape to supply the Facilities listed in the Access List Determination to it by serving an Access Request on Touch Mindscape.
- 4.1.2 The purpose of such Access Request is to provide Touch Mindscape with sufficient information to assess the Access Seeker's request for the supply of the Facilities listed in the Access List Determination under Touch Mindscape's RAO.
- 4.1.3 The Access Request must:
- a) Contain the name and contact details of the Access Seeker;
 - b) Specify the Facilities listed in the Access List Determination in respect of which access is sought.
 - c) Indicate whether the Access Seeker wishes to accept Touch Mindscape's RAO or negotiate an Access Agreement;
 - d) Contain the information (if any) as set out in Section 5.3.6 of the MSA Determination that the Access Seeker reasonably requires Touch Mindscape to provide for the purposes of the access negotiations;
 - e) Contain two (2) copies of Confidentiality Agreement properly executed by the Access Seeker in the form prescribed by Touch Mindscape;
 - f) Specify forecasts of the capacity which the Access Seeker reasonably requires, having regard to Touch Mindscape's disclosed provisioning cycle as described in Part I and Part V of Schedule C;
 - g) Provide the relevant information relating to the Access Seeker's network and the functionality of its Services, to the extent that the Access Seeker is aware that such information may affect Touch Mindscape's network;
 - h) Contain confirmation that the Access Seeker is not currently being supplied with the requested the Facilities listed in the Access List Determination or if so, the reasons for the additional request for the said the Facilities;
 - i) Specify the type of communications licensed held by the Access Seeker and a copy of the license where a copy had not been previously provided;
 - j) Contain Creditworthiness Information as set out in Section 4.2;
 - k) Be accompanied by a Security Sum as set out in Section 4.3;
 - l) Contain Insurance Information as set out in Section 4.4;
 - m) Contain relevant technical information relating to the interface standards of the Access Seeker; and
 - n) Contain such other information that Touch Mindscape may reasonably request.

4.2 Creditworthiness Information

The Creditworthiness Information that is required to accompany an Access Request includes but shall not be limited to:

- a) a letter, signed by any Directors of the Access Seeker or otherwise its Company Secretary stating inter alia that the Access Seeker is not insolvent and is not under any external administration or under similar form of administration under any laws applicable to it in any jurisdiction.
- b) a copy of the Access Seeker's most recently published audited balance sheet and audited profit and loss statement; and
- c) such other information as may be reasonably requested by Touch Mindscape provide that such information are information which are publicly available

4.2.1 The Creditworthiness Information shall commensurate with an estimate of the value of the access to the Facilities to be provided by Touch Mindscape to the Access Seeker over a ninety (90) day period.

4.3 Security Sum

4.3.1 An Access Request shall be accompanied by a Security Sum. The security that may be given by the Access Seeker may be in the form of either:

- a) Banker's Cheque; or
- b) Cash sum

4.3.2 Touch Mindscape is not obliged to consider entering into an Access Agreement with the Access Seeker pursuant to Touch Mindscape's RAO until the Access Seeker has amongst other things, provided (at the Access Seeker's costs) to Touch Mindscape such Security Sum on terms and conditions acceptable to Touch Mindscape.

4.4 Insurance Information

4.4.1 Subject to Section 4.4.2, an Access Request shall be accompanied by the following insurances:

- a) Worker's Compensation and/or Social Security Insurance and/or Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed or in connection with the work covered by the Access Agreement that may be entered into and/or their dependants; and

- b) Comprehensive General Liability Insurance of an amount to be determined by Touch Mindscape upon acceptance of approval of Access Request for any one claim or series of claims arising out of an accident or occurrence in connection with the Access Agreement that may be entered into resulting in bodily injury and/or personal injury including death and property damage of an Operator which shall arise out of or in consequence of any acts of omissions of the Other Operator. Such policy shall include contractual liability.

4.5 Processing of Access Request

4.5.1 Acknowledgement of Receipt of Access Request

Touch Mindscape shall within ten (10) Business Days of receipt of the Access Request inform the Access Seeker in writing that it has received the Access Request and:

- (a) subject to Section 4.5.3, request additional information from the Access Seeker where there is a need for further information, prior to considering the Access Request; or
- (b) indicate whether it is willing to provide access to the Facilities listed in the Access List Determination in accordance with Touch Mindscape's RAO.

Subject to the additional information being received by Touch Mindscape within fourteen (14) Business days from the date of request, Touch Mindscape shall reconsider the Access Request in accordance with this Section 4.5.1 upon receipt of such additional information.

4.5.2 Non-refundable processing fee

4.5.2.1 Subject to Section 4.5.2.2, Touch Mindscape may charge an Access Seeker a non-refundable processing fee for undertaking the necessary administrative work to process the Access Request.

4.5.2.2 The non-refundable processing fee is only applicable to the requested Facilities listed in the Access List Determination that can be offered and made available by Touch Mindscape.

4.5.2.3 In the event that additional and non-routine work is required in order to process the Access Request, Touch Mindscape may charge a separate fee for undertaking such additional work. If the Access Seeker does not proceed with Access Request accepted by Touch Mindscape, the processing fee will not be refunded to the Access Seeker.

4.5.3 Resources charge

In accordance with Section 5.7.28 of the MSA Determination Touch Mindscape may charge an Access Seeker resources charge to be determined by reference to the costs incurred by Touch Mindscape for the allocation of manpower and other resources to enable the Access Seeker to test and provide new the Facilities for the purposes of interconnection.

4.5.4 Request for information

Touch Mindscape shall comply with Section 5.4.16 of the MSA Determination where it requests additional information from the Access Seeker pursuant to Section 4.5.1(a).

4.6 Assessment of Access Request

4.6.1 Reasons for Refusal

Without limiting any other grounds that may be relied upon under the Act, Touch Mindscape may refuse to accept an Access Request for the supply of a the Facilities listed on the Access List Determination and accordingly may refuse to supply that the Facilities the Access Seeker for any of the following reasons:

- (a) in Touch Mindscape's reasonable opinion, the Access Seeker's Access Request was not made in good faith and Touch Mindscape shall set out the basis on which the Access Request was not made in good faith;
- (b) in Touch Mindscape's reasonable opinion, the Access Request does not contain the information reasonably required by Touch Mindscape's RAO provided that Touch Mindscape has sought the information from the Access Seeker under Section 4.5.1 of Touch Mindscape's RAO and has not received that information within fourteen (14) Business Days of making such a request;
- (c) Touch Mindscape does not currently supply or provide access to the requested Facilities listed n the Access List Determination to itself or to any third parties, except where the Access Seeker compensates Touch Mindscape for the supply of access to such the Facilities;
- (d) it is not technically feasible to provide access to the requested the Facilities listed in the Access List Determination;
- (e) Touch Mindscape has insufficient capacity to provide the requested the Facilities listed in the Access List Determination;
- (f) There are reasonable grounds in Touch Mindscape's opinion to believe that the Access Seeker would fail to make timely payment for the supply of the relevant Facilities listed in the Access List Determination;
- (g) There are reasonable grounds in Touch Mindscape's opinion to believe that the Access Seeker would fail, to a material extent, to comply with the terms and conditions applicable to the supply of the Facilities listed in the Access List Determination; or
- (h) There are reasonable grounds for Touch Mindscape to refuse access in the national interest.

4.6.2 Determination of technical infeasibility

For the purpose of determining technical infeasibility in Section 4.6.1 (a), the Operators shall comply with Section 5.4.17 of the MSA Determination.

4.6.3 Determination of capacity constraints

For the purpose of determining capacity constraints in Section 4.6.1 (b), the Operators shall comply with Section 5.4.18 of the MSA Determination

4.6.4 Assessment of the Access Seeker's ability to pay for supply of relevant Facilities listed in the Access List Determination

Examples of reasonable grounds for Touch Mindscape's belief as mentioned in Section 4.6.1 (c) include evidence that the Access Seeker is not in the reasonable opinion of Touch Mindscape creditworthy.

4.6.5 Assessment of the Access Seeker's ability to comply with terms and conditions applicable to the supply of relevant Facilities listed in the Access List Determination

Examples of reasonable grounds for Touch Mindscape's belief as mentioned in Section 4.6.1(d) include repeated failures by the Access Seeker to comply with the terms and conditions on which the same or similar access to the Facilities have been provided (whether or not by Touch Mindscape).

4.6.6 Assessment of Creditworthiness

4.6.6.1 In determining the creditworthiness of the Access Seeker, Touch Mindscape may have regard to, but is not limited to the matters referred to in Section 4.2

4.7 Notification of Rejection to the Access Seeker

4.7.1 Where Touch Mindscape rejects the Access Request, Touch Mindscape shall :

- a) notify the Access Seeker in writing within ten (10) Business Days from receipt of the Access Request or additional information requested pursuant to Section 4.5.1, as the case may be;
- b) provide reasons for rejection under Section 4.6 to the Access Seeker;
- c) provide the basis for Touch Mindscape's rejection of the Access Request ;
and
- d) Indicate a date and time, not later seven (7) Business Day from the date of the notice of rejection, at which representatives of Touch Mindscape will be available to meet with representatives of the Access Seeker to discuss the rejection of the Access Request.

4.7.2 Where the Operators are unable to resolve their differences following the meeting held pursuant to Section 4.7.1(c), either Operator may request resolution of the dispute in accordance with Annexure A of the MSA Determination.

4.8 Acceptance of Access Request

4.8.1 Where Touch Mindscape agrees to provide access to The Facilities listed in the Access List Determination to the Access Seeker in accordance with Touch Mindscape's RAO, Touch Mindscape shall within ten (10) Business Days of such respond under Section 4.5.1(b), provide, the Access Seeker with two copies of the Access Agreement for execution by the Access Seeker.

4.8.2 Where the Access Seeker wish to negotiate an Access Agreement, the Operators shall comply with the requirements in Section 5.4.2, 5.4.4, 5.4.9 and 5.4.15 of the MSA Determination in negotiating and concluding an Access Agreement.

4.8.3 Touch Mindscape will not be taken to have agreed to provide, and the Access Seeker will not be taken to have agreed to acquire the requested The Facilities and/or Service listed in the Access List Determination until:

- a) A security sum has been provided in accordance with Sections 4.1 and 4.3; and
- b) An Access Agreement has been executed between the Operators and the Access Agreement is registered with the Commission in accordance with Section 150 of the Act.

CHAPTER 5: PROVISION OF INFORMATION

- 5.1 The obligation of each Operator to provide information to the Other Operator is subject to the MSA Determination and the requirements of confidentiality imposed by Touch Mindscape's RAO.
- 5.2 To the extent permitted by Malaysian law and any relevant guidelines or customer service standards in force pursuant to the Operator's respective License conditions, the Operators will exchange information and otherwise cooperate in relation to the prevention and investigation of fraudulent use or misuse of the Operator's respective Communications Services and the theft of the Operator's provided terminal equipment.
- 5.3 Information provided under Touch Mindscape's RAO may only be used for the purpose for which it was given. Personal information about a Customer's credit worthiness, credit standing, and credit history or credit or credit capacity may only be used for the purposes permitted by, and in compliance with, Malaysian law.
- 5.4 If the information is used by an Operator for any purpose other than the purpose for which it was given, the providing Operator may deny the recipient Operator further access to the information for the period during which the non-observance or non-conforming use continues on notice specifying the non-observance or non-conforming use. The Operators will cooperate to resolve the providing Operator's reasonable concerns so that information exchange can be resumed as soon as possible.
- 5.5 (a) Subject to the Act and any subordinate legislation, nothing in the Access Agreement may be construed as requiring an Operator at any time to disclose to the Other Operator information which is at the date when the Access Agreement comes into force, the subject of a confidentiality obligation owed to a third person unless the third person consents to such disclosure. Where the consent of a third person is required, the Operator holding the information must use its reasonable endeavours to obtain the consent of that third person.
- (b) After the Access Agreement comes into force an Operator must use its best endeavours not to enter into any contract which would prevent it from making information available to the Other Operator unless the contract includes a term which permits the contracting Operator to make the information available if directed to do so by the Commission.

CHAPTER 6: BILLING AND SETTLEMENT

- 6.1 Where relevant, the billing and settlement obligations set out in Section 5.14 of the MSA Determination shall be applicable.
- 6.2 The Operators shall, from time to time, inform each other of the mailing address and the department to which the Invoice should be sent to and also their respective bank account details for the purposes of enabling to Other Operator to make payment. All Invoices shall be delivered by hand or post (either registered mail or courier).
- 6.3 The Operators shall bear and pay all taxes as required by Malaysian law that result from the implementation of the Access Agreement.
- 6.4 The Access Seeker must pay any amount due and owing to Touch Mindscape on the Due Date unless otherwise agreed in writing by both Operators.
- 6.5 All payment must:
- (a) be paid by electronic transfer to Touch Mindscape or exceptionally, by cheque to the nominated account(s) of Touch Mindscape if agreed by Touch Mindscape;
 - (b) be accompanied by such information as is reasonably required by Touch Mindscape to properly allocate payment received, failing which Touch Mindscape shall have the absolute discretion to allocate payments received to any amounts due and payable; and
 - (c) be paid on the Due date unless otherwise agreed in writing by both Operators.
- 6.6 All invoices shall be stated in Ringgit Malaysia and payment must be made in Ringgit Malaysia.
- 6.7 Notwithstanding anything to the contrary, Touch Mindscape shall be entitled to deduct or withhold such taxes, duties, levies, or such other sums imposed by such governmental authorities ("**said taxes**") from any sum or sums due to the Access Seeker in the event Touch Mindscape is required by law to pay the said taxes for and on behalf of the Access Seeker.
- 6.8 For the purpose of clarification, the Security Sum does not relieve the Access Seeker from its obligations to pay amounts to Touch Mindscape as they become due and payable, nor does it constitute a waiver of Touch Mindscape right to suspend, disconnect, or terminate the relevant network services due to non-payment of any sums due or payable to Touch Mindscape
- (a) Touch Mindscape shall be entitled to revise the Security Sum in any of the following event:

- (i) where, in the reasonable opinion of Touch Mindscape, the amount of the Security Sum is less than the Minimum Value calculated over a ninety (90) days period determined by Touch Mindscape;
 - (ii) where, in the opinion of Touch Mindscape, there is a material change in circumstances in relation to the Access Seeker's creditworthiness. In such cases, Touch Mindscape may request for additional security in addition to the Minimum value to sufficiently and reasonably mitigate its risk in providing the relevant Facilities listed on the Access List Determination to the Access Seeker. For clarification, material change in circumstances includes, but is not limited to, failure to pay on the Due Date in respect of three (3) Invoices rendered in the preceding six (6) month, so long as those amounts have not been disputed in good faith;
 - (iii) upon the provisioning of new or additional Facilities to the Access Seeker; and or
 - (iv) at each subsequent anniversary from the Commencement Date,
- (b) Where the Security Sum is revised pursuant to section 6.9 (a) herein below, the Access Seeker shall within five (5) Business days from the written request of Touch Mindscape, deposit the new Security Sum with Touch Mindscape in the manner specified in 4.3 of Touch Mindscape's RAO.
- (c) Where the Access Seeker deposit monies in lieu of Banker's Cheque, such monies shall be deposited in a separate interest bearing account ("the said accounts") and any interest accrued thereon is held by Touch Mindscape in addition to the Security Sum. Touch Mindscape shall forward to the Access Seeker a statement of the said accounts annually.
- 6.9 (a) The Security Sum deposited by the Access Seeker with Touch Mindscape and shall only be used for the purposes set out in **Section 6.8**. Touch Mindscape may at its discretion call upon or deduct the Security Sum at any time after the Due Date or upon breach of any of the Access Seeker's obligation. Such utilization or deduction of the Security Sum shall not be construed as a set-off or counterclaim.
- (b) Upon termination of the Access Agreement the Security Sum deposited with Touch Mindscape or parts thereof shall be returned and/or refunded to the Access Seekers within sixty (60) days from the date of termination; and
- 6.10 **Billing Dispute Procedures**
- 6.10.1 Where there is a Billing Dispute, the Operators shall comply with the dispute resolution procedures in **Annexure A of the MSA Determination**.

CHAPTER 7: TERMINATION

7.1 Termination Obligations

This Access Agreement may be terminated or part thereof if any of the following circumstances apply and Touch Mindscape has notified the Access Seeker of its intention to terminate the Access Agreement:-

- (a) the Access Seeker has materially breached the Access Agreement such breach shall have persisted for a period of thirty (30) days without correction and shall have caused Touch Mindscape inability to operate; or in the reasonable opinion of the non-breaching Party, the economic objective of the non-breaching Party shall have suffered or the non-breaching Party shall have sustained material risks or losses due to such breach;
- (b) the Access Seeker is subject to winding up order; or
- (c) a force Majeure event have persisted for Ninety (90) days;

Touch Mindscape shall forward to the Commission a copy of the notice of termination to the Access Seeker.

7.2.1 Approval

Prior to terminating or seeking to materially vary an Access Agreement or access to any Access Service(s) provided under it, Touch Mindscape must inform the Commission in writing of the action it proposes to take and the reasons why such action is appropriate. Touch Mindscape shall not terminated, suspend or seek to materially vary the Access Agreement or access to any Access Service(s) until such time and on such condition, as the Commission may warrant.

SCHEDULE A

SERVICE DESCRIPTION

PART 1 – INFRASTRUCTURE SHARING

1.0 General

1.1.1 Part 1 of Schedule A sets out the terms and conditions which are applicable to Infrastructure Sharing

2.0 Pre-Requisites for Applying for Infrastructure Sharing

2.1 Touch Mindscape shall not be obliged to provide to the Access Seeker Infrastructure Sharing for the Designated and Associated Tower Sites unless;

- a) Touch Mindscape is the legal owner of the tower;
- b) the Access Seeker has the appropriate license from the relevant authorities to operate the service for the purpose for which the equipment is to be installed; and
- c) there is no space constraint.

3.0 Infrastructure Sharing

3.1 Touch Mindscape agrees to provide Infrastructure Sharing at the designated tower to the Access Seeker.

3.2 The terms and conditions for **technical matters** are also spelled out in the said license agreements

3.3 The Operators shall publish on its website and keep update a list of the Designated Tower leased from Touch Mindscape.

3.4 Duration of Infrastructure Sharing

3.4.1 Infrastructure Sharing at a Designated Tower or agreed between the Operators, shall be for a period to be negotiated and determined by the parties and shall be deemed to commence from the handover date and/or the date upon which possession of the towers is being given to the Access Seeker, subject always with an option for renewal or extension upon expiry of rental dates.

3.4.2 The term of the Infrastructure Sharing shall commence in the date ():

- a) The Operator agrees to commence Infrastructure Sharing; or
- b) The Access Seeker takes physical possession of the shared space ("Shared Space") at the Designated Tower or Associated Tower Site, after informing Touch Mindscape the exact location of the equipment / antenna.

4.0 Access Seeker's Obligations

4.1 All Access Seekers shall adhere to the Responsibility Mindscape in Part IV of Schedule C.

4.2 Utilities

4.2.1 The Access Seeker shall be responsible for and bear the cost of all electricity utilized by the Access Seeker at the Shared Space. Touch Mindscape shall provide the access for power supply and assist the Access Seeker for its own individual meter.

4.3 Installation of Equipment

4.3.1 The Access Seeker shall only be permitted to install its equipment, system and/or devices on the Shared Space and shall not be permitted to install any other party's equipment, system and/or devices on the Shared Space without the prior written approval of Touch Mindscape.

4.4 Safety and Health and Security Procedures

4.4.1 The Access Seeker shall comply with the provisions and requirements of the Occupational Safety and Healthy Act 1994 ("OSHA"). These provisions include the usage of personal protective equipment such as safety helmet, safety boots, safety goggles and other safety gadgets as prescribed by OSHA.

4.4.2 The Access Seeker shall exercise due care in the execution of their work so as to prevent accidents as a result of their works to Touch Mindscape within twenty four (24) hours from the time of the occurrence.

4.4.3 The Access Seeker shall comply and cause its employees, agents and contractors to comply with all guidelines, rules and regulations issued by Touch Mindscape from time to time on site access and security procedures with respect to access to and use of the Shred Space. Further the Access Seeker shall ensure the security of its Shared Space is such that no unauthorized person shall enter the Shared Spaces.

4.5 Sub-letting and Assignment

4.5.1 The Access Seeker shall not at any time sub-let, assign or lease the Shared Space to others.

5.0 Touch Mindscape's Obligations

5.1 Touch Mindscape shall adhere to the Responsibility Mindscape in Part IV of Schedule C.

5.2 Payment of Quit Rents, Rates and Taxes

5.2.1 Touch Mindscape will pay all quit rents, taxes and assessments which are or may hereafter be charged upon the Shared Space.

SCHEDULE B**CHARGES AND CHARGING PRINCIPLES****PART I – CHARGES AND PAYMENT STRUCTURE**

Tower Height	Type	License Fee 1 st to 10 th year (per month per sharing Access Seeker)		
		Single Access Seeker	2 Sharing Access Seekers	3 Sharing Access Seekers
150 Feet	Heavy Duty	RM 8,354	RM 4,774	RM 3,791
200 Feet	Heavy Duty	RM 11,548	RM 6,599	RM 5,336
250 Feet	Heavy Duty	RM12,285	RM 7,020	RM 5,616
300 Feet	Heavy Duty	RM 15,698	RM 8,970	RM 7,150
350 Feet	Heavy Duty	RM 19,793	RM 11,310	RM 8,970
400 Feet	Heavy Duty	RM 22,523	RM 12,870	RM10,270

1. The rates stated above and all rates stated in this RAO are exclusive of GST levied by the Government which GST shall be payable by the Access Seeker to the Access Provider over and above the Access Charges.
2. The License Fee that will be payable by an Access Seeker will be dependent on the number of Sharing Access Seekers using any particular Infrastructure.
3. If in the event the number of Sharing Access Seekers per Infrastructure increases, the License Fee payable by the Sharing Access Seekers will be revised downwards as per the payment structure above.
4. If in the event the number of Sharing Access Seeker(s) will not be subject to an upward revision of the License Fee.
5. The above said Licence Fee is applicable for Infrastructure of three (3) legged telecommunication tower type only and in the event that any Sharing Access Seekers shall request to construct an Infrastructure of four (4) legged telecommunication tower type, the License Fee payable on the difference in the cost of the construction of the said two (2) Infrastructures shall be in accordance with Clause 5 below. Alternatively, in the event that any Sharing Access Seekers shall request that the SBC to construct a three (3) legged telecommunication tower type but the SBC requests to construct instead an Infrastructure of four (4) legged telecommunication tower type, all additional costs for the same shall be borne by the SBC.

6. Subject always to availability of space in the Associated Tower Site and the loading of the Tower, an Access Seeker may upon agreement by the Access Provider be allowed to install three (3) RF antennas and one (1) microwave antenna/dish with a maximum diameter of 0.6 meters or 1.2 meters (depending on the Tower) per Associated Tower Site and may be provided land space for a cabin not more than 3.6 meters x 2.7 meters in diameter. In any case, the Equipment to be allowed per Tower and Associated Tower Site shall be upon agreement of the parties.

7. 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 0.6 meters or 1.2 meters (where applicable) in diameter, subject to the consent by the Access Provider and also subject to the available land space and the Tower loading, the Access Seeker shall pay the following additional Access Charges:-
 - i. RM 500.00 per month for any additional RF antennas or dishes measuring less than 0.6 meters or 1.2 meters (where applicable) in diameter; and
 - ii. RM 1,000.00 per month for any dishes measuring more than 0.6 meters or 1.2 meters (where applicable) in diameter.

8. The License Fee for such Infrastructure and/or works not included in the Basic Infrastructure provided hereof being Additional Infrastructure under Variation Order shall be based on the following commercial principles:
 - a. Total Interest and Principal Based on the rate of 6.5% per annum over 10 years.
 - b. Total Repayment over 10 years.
 - c. Mark up for 2 Sharing Access Seekers = 25%.
 - d. Mark up for 3 or more Sharing Access Seekers = 50%.
 - e. Schedule of Rates for calculation purpose is based on 15% above JKR rate (where applicable).
 - f. The additional License Fee in Ringgit Malaysia (RM) per RM1,000.00 of the Additional Infrastructure under Variation Order are as follows:

Variation Order	Additional License Fee for 1 st to 10 th year (per month per Sharing Access Seeker) for every RM 1,000.00
Cost per single Telco	17.32
Cost per Telco (2 Sharing Parties)	10.83
Cost per Telco (3 Sharing Parties)	8.66

- g. In any event that the Additional Infrastructure under Variation Order shall include works involving OPEX Costs, the following formula shall be utilized:-

Description	Cost	Remarks
Cost of the Additional Infrastructure under Variation Order (for example cabin, generator set etc.)	A	15% above JKR rate or to be agreed between parties where no JKR rate is available
OPEX Cost (RM) for ten (10) years only	B	Case by case basis
Total Tower Cost (RM)	$A + B = C$	
Total Interest and Principal based on rate of 6.5% per annum over 10 years (RM)	$(C \times 0.065 \times 10 \text{ years}) + C = D$	
Total Repayment per month (RM)	$D / (12 \times 10) = E$	
Cost Per Telco (RM)	E divide by total numbers of <i>Sharing Parties</i> = F	
Mark up for 2 Sharing Access Seekers	25% up from F ($1.25 \times F$)	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Mark up for 3, 4 or 5 Sharing Access Seekers	50% up from F ($1.50 \times F$)	Rounded off to the nearest RM100 using Microsoft Excel "round" function

9. The License Fee for any Infrastructure not provided above or herein this Agreement for example aesthetic towers, monopoles, towers below 150 feet and beyond 400 feet shall be based on the following commercial principles:-
- a. Total Interest and Principal Based on the rate of 6.5% per annum over 10 years.
 - b. Total Repayment over 10 years.
 - c. Mark up for 2 Sharing Access Seekers = 25%.
 - d. Mark up for 3 or more Sharing Access Seekers = 50%.
 - e. Mark up for Single Access Seeker = 75%.
 - f. Schedule of Rates for calculation purpose is based on 15% above JKR rate (where applicable) and in cases where JKR rate is not available, to be agreed between the parties.
 - g. OPEX Cost shall be calculated over a period of 10 years only.

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- h. For the purpose of calculating the License Fee for such Infrastructure under this Clause 6, the following formula is utilized:-

Description	Cost	Remarks
Cost of the aesthetic tower, monopole, tower below 150 feet or beyond 400 feet and other infrastructure not provided for above (including Civil, Structural, Mechanical and Electrical Works) (RM)	A	15% above JKR rate or to be agreed between parties where no JKR rate is available.
OPEX Cost (RM) for ten years only	B	Case by case basis
Total Cost of the aesthetic tower, monopole, tower below 150 feet or beyond 400 feet and other infrastructure not provided for above (RM)	$A + B = C$	
Total Interest and Principal based on rate of 6.5% per annum over 10 years (RM)	$(C \times 0.065 \times 10 \text{ years}) + C = D$	
Total Repayment per month (RM)	$D / (12 \times 10) = E$	
Cost Per Telco (RM)	E divide by total numbers of Sharing Parties = F	
Mark up for 2 Sharing Access Seekers	25% up from F $(1.25 \times F)$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Mark up for 3, 4 or 5 Sharing Access Seekers	50% up from F $(1.50 \times F)$	Rounded off to the nearest RM100 using Microsoft Excel "round" function
Mark up for Single Access Seekers	75% up from F $(1.75 \times F)$	Rounded off to the nearest RM100 using Microsoft Excel "round" function

SCHEDULE C

TECHNICAL AND OPERATIONAL

PART I – LOCATION CRITERIA NOTICE

MAIN SITE REQUIREMENTS

Region	_____	Site Name	_____
State	_____	Site Address	_____
City	_____	Site No	_____
Issued Date	_____	Issued By	_____
Requested Date	_____	Replacement	_____

SITE DESCRIPTION

Capacity _____ Expansion _____ Coverage _____ Transition _____
Purpose _____

SITE INFORMATION

Type of Tower	_____	Tower Heights	_____
Alternative Tower Type	_____	Tower Heights	_____

STRUCTURAL LOADING INFORMATION

Light Duty _____ Medium Duty _____ Heavy Duty _____

SITE LOCATION

West Boundary	_____	East Boundary	_____
North Boundary	_____	South Boundary	_____
Longitude	_____	Latitude	_____

SPECIAL INSTRUCTION

INTERESTED PARTIES

Access Seeker 1
Access Seeker 2
Access Seeker 3
Access Seeker 4

ALTERNATIVE SITES INFORMATION

Region	_____	Site Name	_____
State	_____	Site Address	_____
City	_____	Site No	_____
Issued Date	_____	Issued By	_____
Requested Date	_____	Replacement	_____

SITE DESCRIPTION

Purpose _____

SITE INFORMATION

Type of Tower _____
Alternative Tower Type _____

Tower Heights _____
Tower Heights _____

STRUTURAL LOADING INFORMATION

Light Duty _____ Medium Duty _____ Heavy Duty _____

SITE LOCATION

West Boundary _____
North Boundary _____
Longitude _____

East Boundary _____
South Boundary _____
Latitude _____

SPECIAL INSTRUCTION

SCHEDULE C

PART II – Form of Authorized Work Order

Authorized Work Order No. [●]

This Authorized Work Order (“Order”) is issued to Touch Mindscape to construct telecommunication tower.

The parties undersigned have agreed that Touch Mindscape will perform the work described below in accordance with the terms referenced in the Location Criteria issued on [●] and the following additional terms are noted:

Site Location and Height of Tower:

[●],

[●]

License Period:

() years from [●] (whereupon the parties shall re-execute this Order on the same terms and conditions) from [●] with an option to renew the Order.

License Fee:

[●] per month and as per payment structure in Part 1 of Schedule B.

Schedule Handover Date:

[●]

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

[●]

Date _____

Touch Mindscape

Date _____

[●],

Date _____

SCHEDULE C

PART III – Form of Certificate of Acceptance

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is issued pursuant to the Authorized Work Order dated [●]. The effective date of this Certificate of Acceptance shall be [●].

The issuance of this Certificate by the Sharing Access Seekers is not a waiver of any rights which may have accrued to the Access Seeker or any liability that Touch Mindscape may have incurred prior to the date of issue hereof as set out in this Agreement.

Signed for and on behalf of the Sharing Access Seekers

By : _____(Print)

_____(Signature)

By : _____(Print)

_____(Signature)

Agreed to and Accepted on behalf of Touch Mindscape

By : _____(Print)

_____(Signature)

SCHEDULE C**PART IV – Responsibility Mindscape**

The Parties shall deliberate on any issues arising from the table below.

Item	Planning	Responsible Party	Performing Party
1.	Kick Off Planning and Roll Out Planning	Access Seekers provided Touch Mindscape is involved	Access Seekers provided Touch Mindscape is involved
2.	Nominal RF Planning (Site selections)	Access Seekers	Access Seekers
3.	Application for letter of consent from relevant parties (MCMC, Malaysia Highway Authority and Works Ministry and housing And Local Government Ministry)	Touch Mindscape	Touch Mindscape
4.	Site feasibility study (based on location, topology and potential customers)	Access Seekers Provided Touch Mindscape is involved	Access Seekers
5.	Information gathering from Access Seekers for current and future planning	Touch Mindscape – Limited to information furnished by Access Seekers on listed projects	Access Seekers provided Touch Mindscape is involved
6.	Tally findings with Access Seekers planning	Touch Mindscape	Touch Mindscape

Item	RF Planning and site identification	Responsible Party	Performing Party
1.	RF and Transmission Planning	Access Seekers	Access Seekers
2.	Approval from Access Seekers for all sites involved in tower sharing and rental program	Touch Mindscape Access Seekers to approve	Touch Mindscape
3.	Collaboration of site location for all Access Seekers where necessary (mapping)	Touch Mindscape	Touch Mindscape
4.	Site identification and RF planning as per Access Seekers' requirement	Access Seekers	Access Seekers
5.	Preparation of the location Criteria Notice-for preliminary survey	Access Seekers	Access Seekers

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

6.	Preparation of preliminary RF design on potential sites	Access Seekers	Access Seekers
7.	Issue site confirmation as per Location Criteria Notice	Touch Mindscape	Touch Mindscape
8.	Execution of Authorized Work Order	Access Seekers and Touch Mindscape	Access Seekers and Touch Mindscape

Item	Site search and preliminary survey	Responsible Party	Performing Party
1.	Preparation on preliminary survey of candidate site – location (coordinates), antenna height and microwave height per Access Seekers requirements (based on SID)	Touch Mindscape Access Seekers to approve	Touch Mindscape
2.	Proposed tower height and tower types.	Touch Mindscape Access Seekers to approve	Touch Mindscape
3.	On field data collection – actual coordinates, land type, altitude above sea level (ASL).	Touch Mindscape / Access Seekers	Touch Mindscape
4.	Transmission test for coverage verification (if necessary)	Access Seekers	Access Seekers
5.	Proposed drawing including BTS location, feeder layout, genset, power supply, antenna location and azimuth, microwave locations for site search reports (SSR)	Touch Mindscape / Access Seekers	Touch Mindscape / Access Seekers
6.	Preparation of document on site search reports (SSR)	Touch Mindscape / Access Seekers	Touch Mindscape / Access Seekers
7.	Site search report documentation for procurement purpose	Touch Mindscape	Touch Mindscape

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

Item	Site search and preliminary survey	Responsible Party	Performing Party
1.	Definition of site prerequisites (i.e. land size, floor loading, tower types etc.)	Touch Mindscape	Touch Mindscape
2.	Provision of addressed for site inspection (From SSR)	Touch Mindscape	Touch Mindscape
3.	Contact with landlord / owners	Touch Mindscape	Touch Mindscape
4.	Documentation of site data a) Address b) Building height / tower height c) Description of access road d) Description of surrounding geographical / vegetation within 10 km radius e) General description of equipment locations (BTS, GENSET, etc) f) Description of obstacle / restriction within 10 km radius g) GPS coordinate h) Other data application to owner / landlord	Touch Mindscape / Access Seekers	Touch Mindscape / Access Seekers
5.	Contract negotiation with owners / landlord	Touch Mindscape	Touch Mindscape
6.	Documentation and submission of statutory and legal requirement	Touch Mindscape	Touch Mindscape
7.	Lease contract signed and sealed with owner / landlord	Touch Mindscape	Touch Mindscape
8.	Provision of building / towers and electrical drawing for all acquired sites.	Touch Mindscape	Touch Mindscape
9.	Preparation of Bill Of Quantity (BOQ)	Touch Mindscape	Touch Mindscape
10.	Engineering survey of acquired site	Touch Mindscape	Touch Mindscape
11.	Preparation of site survey / engineering report a) Tower / mast requirement	Touch Mindscape	Touch Mindscape

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

	<ul style="list-style-type: none"> b) Cabin / room requirement c) Floor plan / cabinet layout d) Tower / mast layout plan e) Feeder inlet / outlet f) Feeder run away g) Cable tray / cable ladder / tray placement h) Antenna arrangement i) Microwave dish arrangement j) Refurbishing site k) 3 phase AC power requirement l) 3 phase AC backup power requirement m) DC power requirement Earthing and grounding requirement n) Lightning protection requirement o) Environmental condition p) Air Condition / air purifier requirement q) Lighting requirement r) ASL (for civil aviation only) s) Site photos t) Overall site documentation 		
12.	Review and approval of site documentation report	Touch Mindscape	Touch Mindscape
13.	Preparation of site acceptance report (SAR) for approval	Touch Mindscape	Touch Mindscape
14.	Site acceptance report (SAR) submission to all Access Seekers for approval	Touch Mindscape	Touch Mindscape
15.	LA submission	Touch Mindscape (except for RF design)	Touch Mindscape (except for RF design)
16.	LA follow-up and approval	Touch Mindscape (except for RF design)	Touch Mindscape (except for RF design)
17.	Operational issue (resident complaint, LA compliance)	Touch Mindscape	Touch Mindscape
18.	Approval of SAR	Access Seekers	Access Seekers

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

19.	Land – conversion	Touch Mindscape	Touch Mindscape
20.	Technical Specs (ex. grounding, current & voltage stability, etc)	Touch Mindscape Access Seekers to approve	Access Seekers to approve

Item	Microwave planning and survey	Responsible Party	Performing Party
1.	Network on desk as per survey order a) path prediction b) path performance calculation based on ITU-R	Access Seekers	Access Seekers
2.	Provide microwave survey kits	Access Seekers	Access Seekers
3.	During site survey a) line of sight b) vegetation c) IDU & ODU	Access Seekers	Access Seekers
4.	Prepare, review and approve a) overall system block diagram to MSC/ BSC for 2Mbps distribution including links and DXX b) Line of sight document c) Performance calculation d) Fresnell zone testing	Access Seekers	Access Seekers
5.	Prepare, review and approve room layout, Tower allocation and wiring plan including all equipments and structures.	Access Seekers	Access Seekers

Item	Installation, test and commission of BTS and power supply equipment	Responsible Party	Performing Party
1.	Production of site implementation and commissioning documentation according to approved SDP a) Bill of quantities b) Planed installation and wiring diagrams c) Time schedule on equipment and material delivery	Access Seekers	Access Seekers

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

	<p>d) Time schedule on availability if sub system delivered by buyer (if applicable)</p> <p>e) Time schedule on equipment and material installation</p> <p>f) Time schedule on testing and commissioning</p>		
2.	Provided equipment and tools for installations and testing	Access Seekers	Access Seekers
3.	Supervision on installation works	Access Seekers	Access Seekers
4.	DC distribution panel and DC power cabling	Access Seekers	Access Seekers
5.	Supervision on testing and commissioning works	Access Seekers	Access Seekers
6.	Labeling on every cable and wires	Access Seekers	Access Seekers
7.	Availability of AC power, access road and infra readiness prior to install	Touch Mindscape	Touch Mindscape
8.	Availability of temporary genset should there be a delay on commercial AC	Touch Mindscape	Touch Mindscape
9.	Job coordination and scheduling among Access Seekers	Touch Mindscape	Touch Mindscape
10.	Transmission scope	Access Seekers	Access Seekers

Item	Acceptance Certificate	Responsible Party	Performing Party
1.	Produce a final site acceptance sheet for all infrastructures	Touch Mindscape	Touch Mindscape
2.	Produce complete site-binder for approval	Touch Mindscape	Touch Mindscape
3.	Acceptance certificate issuance	Access Seekers	Access Seekers
4.	To define Site-binder document	Touch Mindscape Access Seekers to approve	Touch Mindscape

TOUCH MINDSCAPE'S REFERENCE ACCESS OFFER

Item	Site installation	Responsible Party	Performing Party
1.	Site survey and production of CAD drawings for all related plans (tower, cabin, cable tray, operator's external equipment)	Touch Mindscape	Touch Mindscape
2.	Completion of installation readiness form	Touch Mindscape	Touch Mindscape
3.	Installation of power equipment to BTS sites	Access Seekers	Access Seekers
4.	Installation of power rectifiers (if required)	Access Seekers	Access Seekers
5.	Commissioning of power rectifies (if required)	Access Seekers	Access Seekers
6.	Installation of tower	Touch Mindscape	Touch Mindscape
7.	Supply, maintain and service of temporary Genset	Touch Mindscape	Touch Mindscape
8.	Land clearing, fencing and base concrete	Touch Mindscape	Touch Mindscape

Item	Others	Responsible Party	Performing Party
1.	Service Level Agreements - Site Safety and Site Liability	Touch Mindscape Access Seekers to approve	Touch Mindscape
2.	Provide project schedule with committed milestone (each site). Provide weekly project status report in every Monday of the week.	Touch Mindscape	Touch Mindscape
3.	Report Format	Touch Mindscape	Touch Mindscape
4.	Infra Preventive Maintenance	Touch Mindscape	Touch Mindscape
5.	Warranty	Touch Mindscape	Touch Mindscape

SCHEDULE C

PART V – ACCESS SEEKERS PLANNING INFORMATION

SITE NAME	
TOWER HEIGHT	
TYPE OF TOWER	
DATE	

COORDINATE	
LONGITUDE	LATTITUDE

BTS INFO					
ACCESS SEEKERS	BTS TYPE	BTS DIMENSION	CABIN SIZE	PLINTH SIZE	NUMBER OF BTS
Access Seeker 1					
Access Seeker 2					
Access Seeker 3					

RF ANTENNA INFO						
ACCESS SEEKERS	ANTENNA QUANTITY	ANTENNA ORIENTATION	ANTENNA DIMENSION (MM)	ANTENNA HEIGHT	CABLE TYPE	CABLE LENGHT
Access Seeker 1						
Access Seeker 2						
Access Seeker 3						

MICROWAVE ANTENNA INFO						
ACCESS SEEKERS	ANTENNA QUANTITY	ANTENNA AZIMUTH	ANTENNA SIZE	ANTENNA HEIGHT	CABLE TYPE	CABLE LENGHT
Access Seeker 1						
Access Seeker 2						
Access Seeker 3						

SCHEDULE C

PART VI – OPERATIONS AND MAINTENANCE

1.0 General

1.1 **Part VI of Schedule C** sets out the operations and maintenance procedures that are applicable in relation to the Services as listed in the Touch Mindscape's RAO.

1.2 Where relevant, the operations and maintenance obligations set out in Section 5.15 of the MSA Determination shall be applicable.

2.0 Operations and Maintenance Standard

2.1 Each Access Seeker shall be responsible for the operations and maintenance of its own network facilities and network services.

3.0 Maintenance Procedures and Practices

3.1 Each Access Seeker shall on its own establish the recommended maintenance procedures for maintaining and servicing its own network facilities and network services.

4.0 Fault Management

4.1 The Access Seekers will manage their own networks to minimize disruption to services and, in the event of interruption or failure of any service, will restore those services as soon as is reasonably practical.

4.2 In the event of failure electrical supply, Touch Mindscape shall provide alternative power supply as agreed in the License Agreement.

5.0 Networking Monitoring.

5.1 Each Access Seeker is responsible for monitoring of alarms belonging to its own network.