



MALAYSIA AIRPORTS (SEPANG) SDN BHD

(Company No: 320480-D)

REFERENCE ACCESS OFFER

31 JANUARY 2018

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PART A: INTRODUCTION AND SCOPE

1. Introduction

1.1 This Reference Access Offer {hereinafter referred to as “**RAO**”} is issued by **MALAYSIA AIRPORTS (SEPANG) SDN. BHD.** (Company No. 320480-D), a company incorporated in Malaysia having its registered address at Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000 KLIA, Sepang, Selangor Darul Ehsan and its business address at 3rd & 4th Floor, Airport Management Centre, KL International Airport, 64000 KLIA, Sepang, Selangor Darul Ehsan {hereinafter referred to as “**MA (Sepang)**”}.

1.2 This RAO is published on 31 January 2018 pursuant to the:-

- (i) Commission Determination on the Mandatory Standard RAO on Access List (Determination No.2 of 2015) {hereinafter referred to as “**Access List**”};
- (ii) Commission Determination on the Mandatory Standard on Access Pricing (Determination No.1 of 2012) as varied by Variation to Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2012) (Determination No. 4 of 2015) (Determination No. 1 of 2017); and
- (iii) Commission Determination On The Mandatory Standard on Access (Determination No.3 of 2016) {hereinafter referred to as “**MSA Determination**”}.

which are issued by the Malaysian Communications and Multimedia Commission {“the Commission”} in accordance with the Communications and Multimedia Act 1998 (Act 588).

1.3 Under Subsection 5.3.3 of the MSA Determination, each Access Provider is required to prepare and maintain a RAO in relation to the Facilities or Services on the Access List Determination which that Access Provider provides to itself or third parties and which shall:-

- (a) set out the full terms and conditions on which the Access Provider is prepared to supply Facilities and/or Services to any other Operator, including rates, charges, charging principles and methodologies to be applied for Facilities and/or Services and any applicable fees or rebates;
- (b) incorporate the details of all available POIs offered by the Access Provider, as specified on its publicly accessible website from time to time under paragraph 5.8.2(a) of the MSA Determination;

- (c) contain a copy of the application forms required to be completed by the Access Seeker to apply for access to Facilities and/or Services, including a copy of the fast-track application form required for use under subsection 5.4.20 of the MSA Determination;
- (d) contain a copy of the Access Provider's standard confidentiality agreement which shall comply with subsection 5.3.8 of the MSA Determination;
- (e) contain only terms and conditions which are consistent with the rights and obligations set out in the MSA Determination; and
- (f) not contain any terms and conditions which are inconsistent with the rights and obligations set out in the MSA Determination.

2. Scope

- 2.1 This RAO shall be effective from the date of its publication until further amended or replaced.
- 2.2 This RAO merely serves as a general outline for the potential third party {"Access Seeker"} on the terms and conditions for the provision of facilities and services provided by MA (Sepang) which are listed in **Part B** of this RAO and shall not be deemed as an offer to enter into any legally binding contract. An Access Seeker must enter into a written agreement with MA (Sepang) if they wish to obtain any of the listed facilities and/or services.
- 2.3 This RAO is consistent with the Standard Access Obligations stated in Subsection 4.1 of the MSA Determinations and Section 149 of the Communications and Multimedia Act 1998.
- 2.4 This RAO applies to the Access Seekers who are licensed under the Communication and Multimedia Act 1998 as:
 - (a) network facilities providers;
 - (b) network service providers;
 - (c) applications service providers; or
 - (d) content applications service providers.
- 2.5 Where relevant, the rights and obligations set out in the MSA Determinations shall be applicable this RAO.
- 2.6 This RAO shall be made available to the Access Seeker:

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- (i) on a written request to MA (Sepang)'s business address; and
 - (ii) on MA (Sepang)'s website, "<http://www.malaysiaairports.com.my/>".
- 2.7 MA (Sepang) is entitled to amend this RAO from time to time without any notice or consent.
- 2.8 In the event MA (Sepang) makes any amendment to this RAO, any access is considered to be based on the latest RAO published by MA (Sepang). For any Access Seeker who are in the midst of negotiating the access with MA (Sepang), a copy of the amended RAO will be provided by MA (Sepang) within ten (10) business days from the date the RAO is amended and the access requested will be provided based on the amended RAO.
- 2.9 For the purposes of this RAO, an amendment shall mean an addition, deletion, or substitution to the provisions of the RAO. Any amendment due to typographical error shall not be considered as an amendment of the RAO.
- 2.10 Any diagrams and drawings in this RAO are intended as illustration only.

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PART B: LIST OF FACILITIES AND SERVICES

1.1 The facilities and services provided by MA (Sepang) are as follows:-

- (i) **WHOLESALE LOCAL LEASED CIRCUIT SERVICE**
- (ii) **NETWORK CO-LOCATION SERVICE**
- (iii) **INFRASTRUCTURE SHARING:**
 - In-building Common Antenna System & Distributed Antenna System

1.2 The above facilities and services are further described in **Part E** of this RAO.

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PART C: ACCESS REQUEST: PROCESS AND PROCEDURES

1. The Access Seeker may, from time to time, place a request to MA (Sepang) for the supply and provisioning of any facilities and/or services which are listed in this RAO.
2. Before issuance of an Access Request, Access Seeker may request in writing to MA (Sepang) to be provided with other information that is not stated in this RAO but may be required by Access Seeker for the purpose of preparing its Access Request for any of the facilities and/or services listed in this RAO.
3. In the event that the Access Seeker is interested to procure any facilities or services listed herein from MA (Sepang), the Access Seeker is required to furnish the information listed below in its Access Request:-
 - (a) complete details of the Access Seeker;
 - (b) the type of facility or service requested by the Access Seeker;
 - (c) the Ready for Service Date(s) for the facilities and/or services requested;
 - (d) the details of its representatives to be contacted;
 - (e) the quality/level of service required by Access Seeker;
 - (f) any other details or documents as required under **Part D** of this RAO; and
 - (g) any other relevant information that may be requested by MA (Sepang) in accordance with the MSA Determinations.
4. Within ten (10) business days from the date of receipt of the Access Request from the Access Seekers, MA (Sepang) shall respond to the Access Seeker. MA (Sepang) may either:-
 - (a) accept the Access Request based on the terms and conditions in this RAO; or
 - (b) accept the Access Request and to negotiate the agreement between the parties; or
 - (c) request further information from the Access Seeker; or
 - (d) reject the Access Request.
5. In the event MA (Sepang) accept the Access Request made by Access Seeker as stipulated in Paragraph 4(a) and (b) above, the Access Seeker is further required to execute the Service Order Form, as provided in **Part F** of this RAO.

PART D: GENERAL TERMS AND CONDITIONS

1.0 MINIMUM CONTRACT PERIOD

- 1.1 The minimum contract period for the facilities and services provided by MA (Sepang) under this RAO shall be as follows:-

	FACILITIES AND SERVICES	MINIMUM CONTRACT PERIOD
(i)	WHOLESALE LOCAL LEASED CIRCUIT SERVICE	Twelve (12) months for the first request.
(ii)	NETWORK CO-LOCATION SERVICE	Three (3) years
(iii)	INFRASTRUCTURE SHARING: <ul style="list-style-type: none"> • In building Common Antenna System & Distributed Antenna System 	Three (3) years

- 1.2 For avoidance of doubt, each facilities and/or services requested shall commence on its relevant Ready for Service Date, for the duration stated in the Service Order Form, subject to minimum contract period stated in Paragraph 1.1 above.
- 1.3 If the Access Seeker wish to renew its contract upon expiry of the contract period, the Access Seeker is required to submit a fresh Service Order Form to MA (Sepang) at least one (1) month before expiry date of the contract period.
- 1.4 In the event that MA (Sepang) did not receive any application for renewal from the Access Seeker, the facilities and/or services shall be terminated on the expiry date of the contract period. Any application for renewal of the facilities and/or services received not in accordance with Paragraph 1.3 above may be considered by MA (Sepang) subject to terms and condition that may be imposed by MA (Sepang) for the said renewal.

2.0 BILLING AND SETTLEMENT

- 2.1 The charges for the provisions of the respective facilities and services by MA (Sepang) shall be as stated In **Part E** of this RAO {"Agreed Charges"}.
- 2.2 MA (Sepang) shall issue to the Access Seeker its invoice in writing or in electronic form (as agreed by the parties), on monthly basis, for the amounts due in respect of the provisions of the facilities and/or services throughout the contract period.
- 2.3 The Access Seeker is required to settle the invoice issued by MA (Sepang) within thirty (30) days from the date of the said invoice failing which the Access Seeker shall be imposed with late payment charges on the outstanding sum at the rate of twelve percent (12%) per annum, calculated on monthly rests, commencing from the invoice's due date until the date of actual payment by the Access Seeker.
- 2.4 All payments shall be made by the Access Seeker to MA (Sepang) in Ringgit Malaysia.
- 2.5 In the event the Access Seeker discovers any error in the invoice, the Access Seeker must immediately notify MA (Sepang). The necessary adjustment shall be made in the next invoice to correct the said error.
- 2.6 For avoidance of doubt, the Agreed Charges shall not include any sales, service, use, excise, goods and service tax (GST), value added tax or other applicable taxes, tariffs, duties or any other payment that may be due on such amounts at the time of payment, all of which shall be the sole responsibility of the Access Seeker and shall be added to the amount invoiced in accordance with applicable laws.

3.0 SECURITY DEPOSIT

- 3.1 The Access Seeker is required to provide a Security Deposit upon acceptance of the Access Request by MA (Sepang) and before the facilities and/or services are provided to the Access Seeker as security for the performance of the Access Seeker's payment obligations throughout the contract period.
- 3.2 The amount of Security Deposit shall be determined by MA (Sepang) based on the facilities and/or services requested by the Access Seeker and subject to Subsection 5.3.9 of the MSA Determinations.

- 3.3 The Security Deposit shall be paid in the form of Banker's Draft or Cashier's Order or a Bank Guarantee. In the event the Access Seeker opt to furnish the Security Deposit via Bank Guarantee, the Access Seeker must make sure that Bank Guarantee must be valid throughout the contract period and until six (6) months after the expiry date of the contract period.
- 3.4 For the purpose of clarification, the Security Deposit does not relieve the Access Seeker from its obligations to make payment to MA (Sepang) as they become due and payable, nor does it constitute a waiver of the MA (Sepang)'s right to suspend, disconnect, or terminate the relevant facilities or services due to non-payment of any sums due or payable to MA (Sepang).
- 3.5 Notwithstanding the above, MA (Sepang) shall be entitled at its discretion, from time to time:-
- (a) to revise the amount of the Security Deposit; and/or
 - (b) to call upon the Security Deposit at any time, upon a breach of the Access Seeker's payment obligations (other than that due to disputes in good faith) or in the event of any fines or penalties by authorities imposed on MA (Sepang) due to the default, breach or negligence of the Access Seeker.
- 3.6 In the event the total amount of the Security Deposit is reduced due to any event stated in Paragraph 3.5 above, the Access Seeker must add the Security Deposit or to furnish a new Security Deposit (as the case may be) to ensure that the total amount of Security Deposit is as per required by MA (Sepang). For this purpose, the Access Seeker is required to forward the additional Security Deposit or the fresh Security Deposit within fourteen (14) days from the date of demand made by MA (Sepang).

4.0 INSURANCE REQUIREMENT

- 4.1 Access Seeker must comply with MA (Sepang)'s insurance requirement. On the other hand, MA (Sepang) must make sure that any insurance that it requires an Access Seeker to have in place does not extend any further than the reasonable insurable interest that the circumstances requires. MA (Sepang) shall not be permitted to require:
- (a) insurance beyond that necessary for worker's compensation, social security, employer's liability insurance and insurance within statutory limits as required by the laws of Malaysia in respect of its employees employed in connection with the work covered by the agreement that may be entered into; and

- (b) comprehensive general liability insurance in excess of Ringgit Malaysia Twenty Million (RM20,000,000.00) for any one claim or series of claims arising out of an accident or occurrence in connection with the agreement that may be entered into.

5.0 CREDIT WORTHINESS

5.1 MA (Sepang) may request the Access Seeker to provide Creditworthiness Information for any Access Request made by Access Seeker. The Creditworthiness Information includes but shall not be limited to:

- (a) a letter, signed by the authorized signatory of the Access Seeker, stating 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 MA (Sepang) provided that such information are information which are publicly available.

5.2 The Creditworthiness information shall commensurate with an estimated value of the access to the facilities or services to be provided by MA (Sepang) to the Access Seeker over a ninety (90) day period.

6.0 CONFIDENTIALITY AGREEMENT

6.1 The Access Seeker is required to execute the Confidentiality Agreement with MA (Sepang) upon acceptance of any Access Request under this RAO.

6.2 MA (Sepang) shall provide the Access Seeker two (2) sets of the Confidentiality Agreement for the Access Seeker's authorized representative's execution.

6.3 The Confidentiality Agreement shall be in accordance with Subsection 5.3.8 of the MSA Determination.

7.0 DISPUTE

7.1 A dispute between MA (Sepang) and the Access Seekers regarding any matter connected to this RAO or the agreement (entered between the parties) or the provisions of the facilities and/or services shall first be attempted to be resolved by good faith negotiation between the parties. In the event the dispute is unable to be solved amicably via negotiation, the parties may thereafter refer to the Dispute Resolution Procedures stipulated in the MSA Determinations.

8.0 NOTICES

8.1 Any notice, invoice, approval, consent, request or other communication in connection with this RAO:-

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by ordinary post, registered post or licensed courier to the address of the addressee or sent by electronic mail to the recipient's email address (to be followed by post) or sent via facsimile (to be followed by post) to the facsimile number of the addressee which is set out below or if the addressee notifies another address or facsimile number then to that address or facsimile number.

8.2 Any communications for MA (Sepang) shall be sent to the following business address:

MALAYSIA AIRPORTS (SEPANG) SDN. BHD.
3rd & 4th Floor, Airport Management Centre,
KL International Airport, 64000 KLIA, Sepang,
Selangor Darul Ehsan.

Attention:-

Nor Azlina Binti Mohd Isa

General Manager Engineering,

Malaysia Airports (Sepang) Sdn Bhd

Contact No: 03-8776 2000

Facsimile : 03- 8776 8111

Email : norazlina@malaysiaairports.com.my

9.0 COSTS & EXPENSES

9.1 Each party shall be responsible for its own legal costs incurred in relation to the preparation, negotiation and execution of the agreement entered between the parties for the provisions of the facilities and/or services pursuant to this RAO. The Access Seeker shall bear all stamp duty in respect of the said agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 MA (Sepang) and the Access Seeker shall ensure that any Intellectual Property and information provided by the parties shall strictly be used for the purposes of providing access to the requested network services or network facilities.

11. COMPLIANCE WITH LAW

11.1 The provisions of the facilities and/or services under this RAO shall be governed by the law of Malaysia. Both MA (Sepang) and the Access Seeker shall observe and comply with all applicable existing and future laws, rules, regulations and/or direction issued by the Malaysian Government and/or any other constituted governmental authority.

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PART E: DESCRIPTION OF THE FACILITIES AND SERVICES**1. WHOLESALE LOCAL LEASED CIRCUIT SERVICE**

- 1.1 MA (Sepang) currently provides Wholesale Local Leased Circuit Service (SDH and Metro E), within the 10km X 10km airport area which includes KL International Airport (KLIA) and klia2 (Main Terminal Building of klia2 and Integrated Complex Mall).
- 1.2 Generally, Wholesale Local Leased Circuit Service is a Facility and/or Service for the carriage of communications by way of a private circuit between a POI at the Access Provider's premises and an End User location or an Access Seeker Point of Presence, available only at one end of a private circuit.
- 1.3 The Wholesale Local Leased Circuit Service comprises transmission and switching (whether packet or circuit) at such transmission rates as may be agreed between the Access Provider and the Access Seeker on a permanent or virtual basis.
- 1.4 The functionalities of Wholesale Local Leased Circuit Service include:
 - (i) transmission and switching, whether packet or circuit;
 - (ii) the signalling required to support the technology or to provide a service;
 - (iii) termination at either end by a port, router, network termination unit, switch, submarine cable landing centre or earth station; and
 - (iv) a digital protocol including Internet Protocols.
- 1.5 Network interfaces may use any technology as may be agreed between the MA (Sepang) and the Access Seeker.
- 1.6 The Wholesale Local Leased Circuit Service may be for the carriage of communications which comprise a content applications service.
- 1.7 Technologies used for the Wholesale Local Leased Circuit Service, such as Metro-E may be requested by Access Seekers and MA (Sepang) must supply Wholesale Local Leased Circuit Service using these technologies on request.
- 1.8 For the avoidance of doubt, the charges and charging principles of the Wholesale Local Leased Circuit Service comprises of One Time Charge (OTC), Management, Operation and Maintenance Fees (MOM Fees).

- 1.9 The charges or rates for the Wholesale Local Leased Circuit Service (Metro E and SDH) are based on the Commission Determination on the Mandatory Standard on Access Pricing (Determination No.1 of 2017) {as varied by Variation to Commission Determination on the Mandatory Standard on Access Pricing (Determination No. 1 of 2017) which are as follows:-

❖ Wholesale Local Leased Circuit Service Final Prices

No.	Speed/Capacity	2018 (RM / MONTH)	2019 (RM / MONTH)	2020 (RM / MONTH)
1	Below 1 Mbps	48	49	50
2	From 1 Mbps to 1 Gbps	634	612	593
3	From 1 Gbps to 10 Gbps	16,042	15,432	14,869
4	From 1 Gbps (using Dense Wavelength Division Multiplexing equipment)	949	917	888
Installation (Non-Recurring Charge)		2,555	2,683	2,817

- 1.10 Management, Operation and Maintenance Fees will be included to maintain the following:
- 1) To maintain the existing SLA of 99.9%
 - 2) Back up redundancy link 1+1
 - 3) Back up redundancy of core fibre
 - 4) 24/7 monitoring
 - 5) Network Operation Centre (NOC)
 - 6) Spare parts readiness
- 1.11 The Management, Operation and Maintenance Fees will be based on the capacity requested as tabulated below:

Management, Operation & Maintenance Fees (MOM fees)					
Fees Rates (RM)		Discount Based on Years of Contract			
Capacity (Mbps)	MOM fees	1 year (7%)	2-3 year (12%)	4-5 years (15%)	6-10 years (18%)
2	MYR 1,370.00	MYR 1,274.10	MYR 1,205.60	MYR 1,164.50	MYR 1,123.40
4	MYR 2,250.00	MYR 2,092.50	MYR 1,980.00	MYR 1,912.50	MYR 1,845.00
6	MYR 2,600.00	MYR 2,418.00	MYR 2,288.00	MYR 2,210.00	MYR 2,132.00
8	MYR 3,050.00	MYR 2,836.50	MYR 2,684.00	MYR 2,592.50	MYR 2,501.00
10	MYR 3,550.00	MYR 3,301.50	MYR 3,124.00	MYR 3,017.50	MYR 2,911.00
12	MYR 4,050.00	MYR 3,766.50	MYR 3,564.00	MYR 3,442.50	MYR 3,321.00
14	MYR 4,550.00	MYR 4,231.50	MYR 4,004.00	MYR 3,867.50	MYR 3,731.00
16	MYR 5,050.00	MYR 4,696.50	MYR 4,444.00	MYR 4,292.50	MYR 4,141.00
18	MYR 5,550.00	MYR 5,161.50	MYR 4,884.00	MYR 4,717.50	MYR 4,551.00
20	MYR 6,050.00	MYR 5,626.50	MYR 5,324.00	MYR 5,142.50	MYR 4,961.00
30	MYR 6,550.00	MYR 6,091.50	MYR 5,764.00	MYR 5,567.50	MYR 5,371.00
40	MYR 7,050.00	MYR 6,556.50	MYR 6,204.00	MYR 5,992.50	MYR 5,781.00
50	MYR 7,550.00	MYR 7,021.50	MYR 6,644.00	MYR 6,417.50	MYR 6,191.00
60	MYR 8,050.00	MYR 7,486.50	MYR 7,084.00	MYR 6,842.50	MYR 6,601.00
70	MYR 8,550.00	MYR 7,951.50	MYR 7,524.00	MYR 7,267.50	MYR 7,011.00
80	MYR 9,050.00	MYR 8,416.50	MYR 7,964.00	MYR 7,692.50	MYR 7,421.00
90	MYR 9,550.00	MYR 8,881.50	MYR 8,404.00	MYR 8,117.50	MYR 7,831.00
100	MYR 11,800.00	MYR 10,974.00	MYR 10,384.00	MYR 10,030.00	MYR 9,676.00
150	MYR 12,300.00	MYR 11,439.00	MYR 10,824.00	MYR 10,455.00	MYR 10,086.00
200	MYR 13,000.00	MYR 12,090.00	MYR 11,440.00	MYR 11,050.00	MYR 10,660.00
250	MYR 13,750.00	MYR 12,787.50	MYR 12,100.00	MYR 11,687.50	MYR 11,275.00
300	MYR 14,550.00	MYR 13,531.50	MYR 12,804.00	MYR 12,367.50	MYR 11,931.00

350	MYR 15,400.00	MYR 14,322.00	MYR 13,552.00	MYR 13,090.00	MYR 12,628.00
400	MYR 16,300.00	MYR 15,159.00	MYR 14,344.00	MYR 13,855.00	MYR 13,366.00
450	MYR 17,250.00	MYR 16,042.50	MYR 15,180.00	MYR 14,662.50	MYR 14,145.00
500	MYR 18,250.00	MYR 16,972.50	MYR 16,060.00	MYR 15,512.50	MYR 14,965.00
550	MYR 19,300.00	MYR 17,949.00	MYR 16,984.00	MYR 16,405.00	MYR 15,826.00
600	MYR 20,100.00	MYR 18,693.00	MYR 17,688.00	MYR 17,085.00	MYR 16,482.00
650	MYR 21,250.00	MYR 19,762.50	MYR 18,700.00	MYR 18,062.50	MYR 17,425.00
700	MYR 22,150.00	MYR 20,599.50	MYR 19,492.00	MYR 18,827.50	MYR 18,163.00
750	MYR 23,400.00	MYR 21,762.00	MYR 20,592.00	MYR 19,890.00	MYR 19,188.00
800	MYR 24,400.00	MYR 22,692.00	MYR 21,472.00	MYR 20,740.00	MYR 20,008.00
850	MYR 25,450.00	MYR 23,668.50	MYR 22,396.00	MYR 21,632.50	MYR 20,869.00
900	MYR 26,550.00	MYR 24,691.50	MYR 23,364.00	MYR 22,567.50	MYR 21,771.00
950	MYR 27,700.00	MYR 25,761.00	MYR 24,376.00	MYR 23,545.00	MYR 22,714.00
1000	MYR 28,900.00	MYR 26,877.00	MYR 25,432.00	MYR 24,565.00	MYR 23,698.00
2000	MYR 31,100.00	MYR 28,923.00	MYR 27,368.00	MYR 26,435.00	MYR 25,502.00
3000	MYR 34,300.00	MYR 31,899.00	MYR 30,184.00	MYR 29,155.00	MYR 28,126.00
4000	MYR 38,500.00	MYR 35,805.00	MYR 33,880.00	MYR 32,725.00	MYR 31,570.00
5000	MYR 43,700.00	MYR 40,641.00	MYR 38,456.00	MYR 37,145.00	MYR 35,834.00

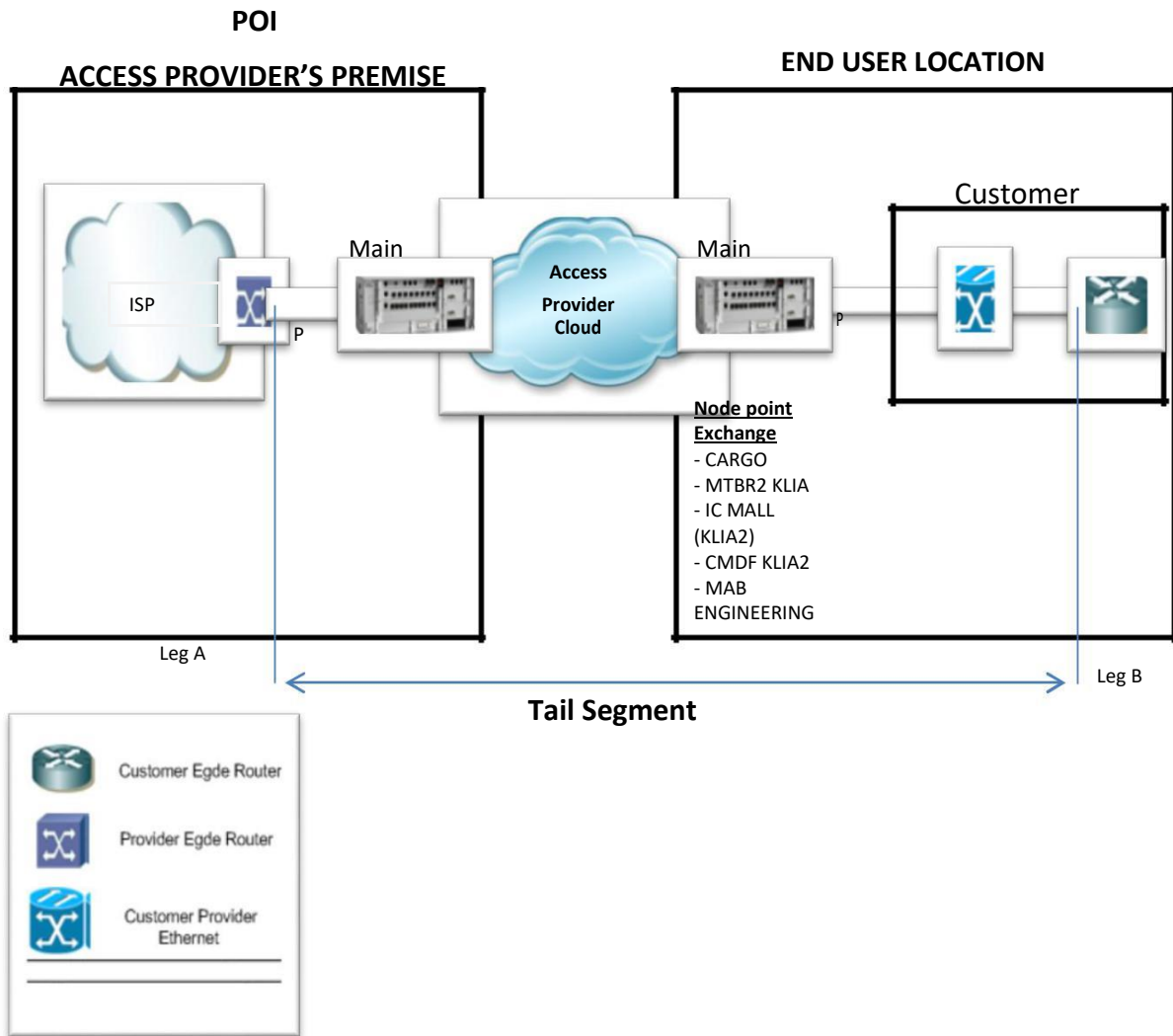


Figure 1: Wholesale Local Leased Circuit Service Diagram

2. NETWORK CO-LOCATION SERVICE

- 2.1 MA (Sepang) also provides Network Co-Location Service within the KLIA and klia2 area, in particular, Physical Co-location, which refers to the provision of space at the Access Provider's premises to enable the Access Seeker to install and maintain its own equipment necessary for the provision of the Access Seeker's services through the Facilities and/or Services of the Access Provider.

- 2.2 Physical Co-Location includes physical space, power, environmental services (such as heat, light, ventilation and air-conditioning), security, site maintenance and access for the personnel of the Access Seeker.

- 2.3 The charges for the network co-location service are as follows:

Physical Co-Location:	<i>Ringgit Malaysia per square metre per year</i>
Space (including services)	RM 233.00

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3. INFRASTRUCTURE SHARING

Generally, Infrastructure Sharing is a Facility and/or Service which comprises the following:-

- (i) provision of physical access, which refers to the provision of space at specified network facilities to enable an Access Seeker to install and maintain its own equipment; or
- (ii) provision of access to in-building Common Antenna Systems and physical access to central equipment room.

3.1 In-building Common Antenna System & Distributed Antenna System.

3.1.1 MA (Sepang) currently provides Infrastructure Sharing Service at klia2 area, in particular, In-building Common Antenna System ("IBC") and the Distributed Antenna System ("DAS") for Mobile In Building Coverage together with the equipment room with complete mechanical and electrical (including electricity charges) services without UPS, rectifier and node B equipment.

3.1.2 MA (Sepang) shall not be obliged to provide the Access Seeker the access to In-building Common Antenna Systems and physical access to the central equipment room, unless:-

- (i) MA (Sepang) is the legal owner or beneficial owner of the common distributed antennae system;
- (ii) The Access Seeker is licensed to operate the service for the purpose for which the equipment is to be installed; and
- (iii) There is no space and technical constraint.

3.1.3 The current rates for the In-building Common Antenna System and the Distributed Antenna System are follows:-

No Of Techs	Available Technology	Rates Per Tech (RM)	Total Charges per Month (RM)	Rates Per Tech (RM)	Total Charges per Month (RM)
		Year 1 to Year 6	Year 1 to Year 6	Year 7 to Year 10	Year 7 to Year 10
For IBC System					
3	2G, 3G & LTE	18,500.00	55,500.00	7,900.00	23,700.00
For DAS system only					
1	WiMax	9,988.00	9,988.00	7,900.00	7,900.00
Grand Total per month			213,488.00		94,800.00

3.1.4 Any changes or review of rates in relation to In-building Common Antenna System shall be determined and agreed upon between MA (Sepang) and the Access Seekers.

3.1.5 In the event MA (Sepang) intends to include a new party (i.e. additional Access Seeker), MA (Sepang) needs to obtain the other Access Seekers' prior approval, in which the said approval shall not be unreasonably withheld. MA (Sepang) shall allow for downwRAO revision of IBC or DAS charges in the above table to the Access Seekers effective from the date the new party utilizes any of the Access Provider's Facilities and/or Services.

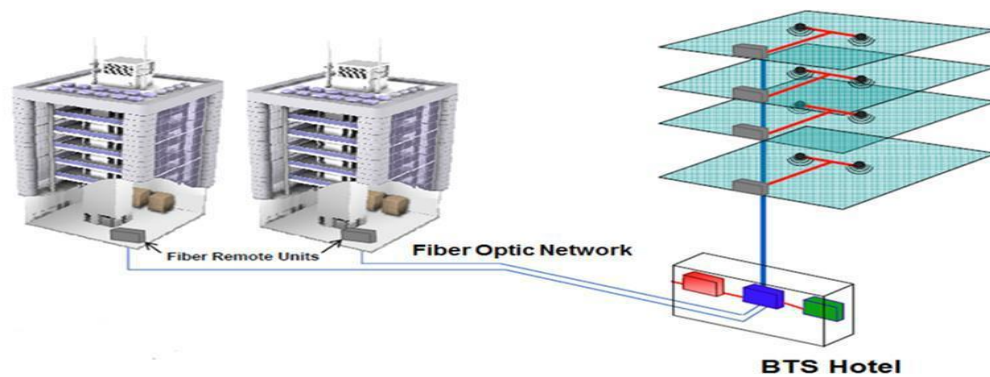


Figure 2: IBC INFRASTRUCTURE/SYSTEM SHARING

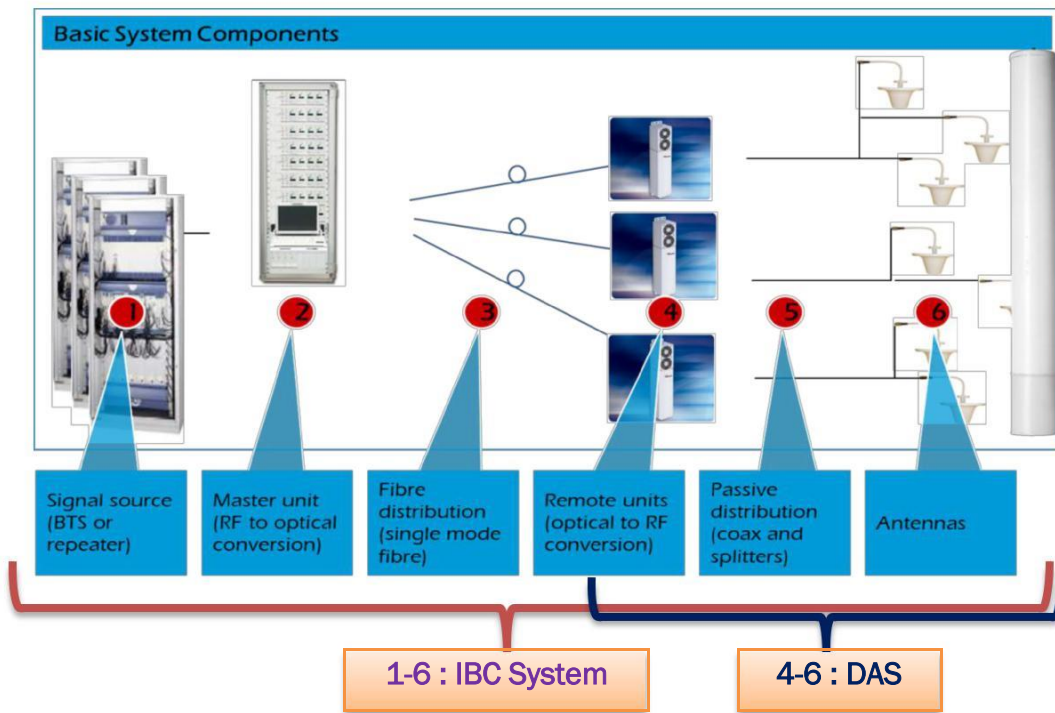


Figure 3: BASIC IBC SYSTEM COMPONENTS

PART F: SERVICE ORDER FORM (SOF)



SOF.2017ver1.0

SERVICE ORDER FORM (SOF)

CONTRACT NO :

DATE :

SOF NO :

A: ACCESS SEEKER/CUSTOMER INFORMATION

Company Name	<input type="text"/>
Address	<input type="text"/>
Name :	<input type="text"/>
Tel No :	<input type="text"/>
Fax No :	<input type="text"/>
Email :	<input type="text"/>

B: BILLING INFORMATION

Company Name	<input type="text"/>
Address	<input type="text"/>
Name :	<input type="text"/>
Tel No :	<input type="text"/>
Fax No :	<input type="text"/>
Email :	<input type="text"/>

C: SERVICE INSTALLATION DETAILS

Site A

Company Name	<input type="text"/>
Address	<input type="text"/>
Name :	<input type="text"/>
Tel No :	<input type="text"/>
Fax No :	<input type="text"/>
Email :	<input type="text"/>

Site B

Company Name	<input type="text"/>
Address	<input type="text"/>
Name :	<input type="text"/>
Tel No :	<input type="text"/>
Fax No :	<input type="text"/>
Email :	<input type="text"/>

D: FACILITIES & SERVICES

Type of Services:

NO OF CIRCUITS:

NEW UPGRADE TERMINATE
 RENEWAL RELOCATE OTHERS

Bandwidth :

10 Mbps 30 Mbps 50 Mbps 100 Mbps 500 Mbps
 1 Gbps 2 Gbps 4 Gbps 5 Gbps 10 Gbps
 Others _____

Connection Type :

FC SC RJ45

Engineering Work:

Fiber Core 2 Cores 4 Cores Others _____
 Co-Location Tower _____ Mast _____
 Cabin _____ Others _____



E1: WHOLESALE LOCAL LEASED CIRCUIT

Yearly rate :
RM

Monthly rate :
RM

Payment Terms:

Circuit ID

Circuit name :

Service Terms:

Other Charges

One Time Charges (OTC)-Installation

Inter-Connect

Engineering Work

Admin and Re-Connection/Re-Activation

Total Charges

F1: SECURITY DEPOSIT

G1: OTHER INFORMATION



E2: OUTDOOR COVERAGE CHARGES

Infrastructure type: <input type="text"/>	Infrastructure height: <input type="text"/> meter	Lat/long: lat: <input type="text"/> long: <input type="text"/>
Yearly rate : <input type="text"/> RM	Monthly rate : <input type="text"/> RM	Payment Terms: <input type="text"/> Monthly basis
Site ID: <input type="text"/>	Site name : <input type="text"/>	Service Terms: <input type="text"/>

Other Charges

<input type="checkbox"/> One Time Charges (OTC)-Installation	<input type="text"/>
<input type="checkbox"/> Inter-Connect	<input type="text"/>
<input type="checkbox"/> Engineering Work	<input type="text"/>
<input type="checkbox"/> Administration and Re-Connection/Re-Activation	<input type="text"/>
Total Charges	<input type="text"/>

F2: SECURITY DEPOSIT

G2: OTHER INFORMATION



E3: IN-BUILDING IBC CHARGES

IBC Location :

No of technology:

Type of technology:

Yearly rate :
RM

Monthly rate :
RM

Payment Terms:

Site ID:

Site name :

Service Terms:

Other Charges

One Time Charges (OTC)-Installation

Inter-Connect

Engineering Work

Administration & Re-Connection/Re-Activation Fee

Total Charges

F3: SECURITY DEPOSIT

G3: OTHER INFORMATION



E4: NETWORK CO-LOCATION CHARGES

Building Location :

No of Co-locations:

Yearly rate :

Monthly rate :

Payment Terms:

Site ID:

Site name :

Service Terms:

Other Charges

One Time Charges (OTC)-Installation

Inter-Connect

Engineering Work

Administration and Re-Connection/Re-Activation Fee

Total Charges

F4: SECURITY DEPOSIT

G4: OTHER INFORMATION

List of Co-Location (CMDR/SER Room):



G: REMARKS

1-Please ensure that all payment is made payable to **MALAYSIA AIRPORTS (SEPAANG) SDN BHD**.

2- Minimum initial service term for the relevant services shall be as follows:-

FACILITIES AND SERVICES MINIMUM	MINIMUM CONTRACT PERIOD
(i) WHOLESALE LOCAL LEASED CIRCUIT SERVICE	1Year
(ii) NETWORK CO-LOCATION SERVICE	3 Years
(iii) INFRASTRUCTURE SHARING	3 Years

3. General Terms & Conditions as set out in Part D of MA (Sepang)'s RAO shall be applicable unless amended mutually and in writing by the Access Provider and Access Seeker.

H: RENEW OF SERVICE

Access Seeker/Customer must issue an official request latest earlier or a month before the contract expires. Failing which a penalty of 3% from the circuit connection rates per annum shall be imposed.

I: SUSPENSION/TERMINATION OF SERVICE

Admin & reconnection/reactivation fees of 2% from the circuit/service rates per annum shall be imposed for services continuation to the Access Seeker/Customer at the expense of default committed for any reason related which result to the suspension/termination of the services.

J: TERMINATION CHARGES / CANCELLATION PENALTIES

- i) After commencement of work/before connection (before circuit connection testing) - One Time Charges (OTC) amount
- ii) After connection - 1 year rate of the circuit
- iii) Within contract period (after 1st year) - 1 year rate + balance service rendered
- iv) For item no ii & iii, the Access Seeker/Customer must issue an official notification to the Access Provider 1 month before termination date, failing which a penalty of 3% from the circuit/service rate per annum shall be imposed.

K: ACCEPTANCE BY ACCESS SEEKER

We hereby declare that we wish to subscribe the Service as described in Section D and that the above information furnished by me/us is true and valid. We agree to be bound by the terms and conditions as set out in this Service Order Form and the Access Agreement (including its attachments).

Agreed by:

Customer 's

Name

Designation

Date

L: ACKNOWLEDGMENT BY ACCESS PROVIDER

We acknowledge your subscription for the Service.

For and on behalf of Malaysia Airports (Sepang) Sdn Bhd:

Name

Designation

Date

M: FOR OFFICE USE

Ready For Service Date / Service Commencement Date