SERVICE LEVEL GUARANTEE 100%

Subject to Customer (referred to “you”, “your”) selecting the applicable service identified in Article 1 below, and signing the requisite Service Order with us, TIME shall provide you with a 100% service level guarantee for your subscribed service. This Service Level Guarantee (“SLG”) is TIME’s commitment to deliver a certain level of service quality to you which covers the service performance of the following Services only. This SLG forms part of the Terms and Conditions attached to the Service Order and/or any definitive Agreement signed with. In the event of any conflicts between this SLG and the said Terms & Conditions, this SLG will prevail. The terms in this SLG applies to the Services identified below only and does not cover any value added service(s) provided by TIME.

1. Type of Services Offered

<table>
<thead>
<tr>
<th>Product Group</th>
<th>Product Name</th>
<th>Abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data</td>
<td>TIME Private Leased Line</td>
<td>TIME PLL</td>
</tr>
<tr>
<td></td>
<td>Cross Peninsular Cable System</td>
<td>CPCS</td>
</tr>
<tr>
<td></td>
<td>TIME Internet Protocol Virtual Private Network</td>
<td>TIME IP VPN</td>
</tr>
<tr>
<td>Internet</td>
<td>TIME Internet Direct</td>
<td>TIME ID</td>
</tr>
<tr>
<td>Voice</td>
<td>TIME Session Initiation Protocol Trunk</td>
<td>TIME SIP</td>
</tr>
</tbody>
</table>

2. Installation Guarantee

The Service will be provided to you by a mutually agreed requested date (referred to as the “Customer Requested Date” or “CRD”). Subject to Article 6, in the event of installation delay due to circumstances beyond TIME’s reasonable control (including but not limited to infrastructure constraints), you shall be informed of such delays and the installation period will be amended. If the CRD date is delayed due to TIME’s fault, the installation charges payable are waived.

3. Service Level Guarantee

3.1 Definitions:
(i) “Service Level Guarantee for 100%” means the Network of the specific service identified in Article 1 subscribed by you is always available, as per the level or quality of services to be delivered, subject always to the conditions that apply for the level of service to be maintained.

(ii) “Network Unavailability” means any failure of the Service causing continuous total loss of ability to transmit or use the services subscribed, and TIME has confirmed that the service outage is due to TIME’s network.

3.2 Subject to Articles 6 and 7, the Network Availability for each of the Product Name in Article 1 is 100%.

3.3 The Service Level Guarantee given is 100%. The availability shall be calculated based on the following formula:

\[
A\% = \frac{(ts - t0) \times 100}{ts}
\]

- \(A\%\) : Service Availability (percent)
- \(ts\) : Total Service Minutes per month
- \(t0\) : Unavailable Time (minutes) per month

4. Compensation Structure

4.1 In the event of Network Unavailability, the compensation structure in Table A applies, depending on the resiliency options that you have selected as part of the Service:

<table>
<thead>
<tr>
<th>Resiliency Option</th>
<th>Network Availability</th>
<th>Credit Against Monthly Recurring Charges (MRC)</th>
<th>Credit against MRC (Maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Fibre</td>
<td>100%</td>
<td>1 day for every 1 hour of service unavailability or part thereof</td>
<td>10% of MRC as a rebate</td>
</tr>
<tr>
<td>Single Homed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual Fibre</td>
<td>100%</td>
<td>1 day for every 1 hour of service unavailability or part thereof</td>
<td>25% of MRC as a rebate</td>
</tr>
<tr>
<td>Single Homed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual Path</td>
<td>100%</td>
<td>1 day for every 1 hour of service unavailability or part thereof</td>
<td>50% days of value of MRC as a rebate</td>
</tr>
<tr>
<td>Single Homed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual Path Dual</td>
<td>100%</td>
<td>1 day for every 1 hour of service unavailability or part thereof</td>
<td>100% of MRC as a rebate</td>
</tr>
<tr>
<td>Homed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual Path Dual</td>
<td>100%</td>
<td>1 day for every 1 hour of service unavailability or part thereof</td>
<td>100% of MRC as a rebate</td>
</tr>
<tr>
<td>Service Provider</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table A: Compensation Structure

4.2 Compensation is calculated after deducting all discounts and other special pricing arrangements and excludes applicable governmental fees, taxes or surcharges, which will still be payable; and will only be paid to you upon full settlement of all sums owing to TIME. TIME shall compensate you either (i) according to the maximum payout percentage or (ii) based on per hour of unavailability (whichever is lower).

4.3 Should there be 3 months of consecutive Network Unavailability, you will be entitled to a 50% discount of the MRC the following month only or you may terminate your contract without liability.
4.4 Once the 50% discount of the MRC is utilised by you due to a 3 months of Network Unavailability, the usual MRC will apply as before.

4.5 The 50% discount of the MRC due to a 3 months of Network Unavailability can only be utilised once every 12 months.

5. Proactive Monitoring

We will endeavor to notify you of the Network Unavailability through our monitoring system.

6. Eligibility to Claim Compensation

The compensation entitlement is subject to these conditions:

i) In relation to Service Installation: You must make a claim within 30 days from the actual CRD date.

ii) In relation to Network Unavailability: Should there be disruption of the Service, you must report to TIME immediately when you experience Network Unavailability.

iii) All claims are limited to incidents occurring 30 days prior to the date of the claim. Any claim for incidents older than 30 days after date of claim, will not be eligible for any compensation nor any compensation be payable at all.

iv) In relation to Network Unavailability: In addition to Article 6 (iii) above, you must provide us with all claims arising during the previous billing cycle and before the next billing date.

v) To make a claim, you must write to TIME, addressed to your respective Account Manager and attach a copy of this Service Level Guarantee 100%.

vi) TIME may set off the amount of compensation against your next bill, pay you by cheque or set off all or any part of the compensation sum against any other outstanding charges owing to TIME by you.

vii) Your next bill would reflect the compensation note.

viii) Subject to the fulfillment of the above pre-requisite conditions, TIME shall issue a Service Incident Report (SIR) to you as evidence that the rebate is payable. All compensation entitlement and claims are subject to TIME’s approval. In the event of a dispute with regards to your eligibility to make a claim or as to the quantum of the claim payable to you, TIME’s decision on the matter or issue is final.

7. Limitation of Guarantee and Liability

You will be entitled to compensation under the Service Level Guarantee 100% for delay, unavailability or service degradation unless it is due to, but not limited to:

i) Fault caused by or arising from you or any third party’s equipment, or by your own acts or omissions;

ii) Provision or restoration of the circuit(s) where special construction work is necessary or where work is required to be carried out offshore;

iii) Planned outages in TIME’s network subject to prior notice given to you and such notice may be published on TIME’s website (for the avoidance of doubt, where there is risk of service disruption, TIME reserves the right to conduct planned outages without prior notice);

iv) Obstruction and/or delay causing TIME’s staff and/or its authorized agents unable to commence work due to your premises being inaccessible, unsafe or any other inadequacy or deficiency attached to the premises;

v) Obstruction and/or delay causing TIME’s staff and/or its authorized agents in accessing the circuit(s) for any reason whatsoever (including the lack of co-operation by your staff and/or agents to make available the Service for maintenance);

vi) Request by you to conduct any test on the circuit(s);

vii) Request by you to suspend the circuit(s) for any reason whatsoever;

viii) Fault, interruption or disruption of the network or equipment of other service providers;

ix) Disconnection and/or reconnection of the network or equipment of other service providers;

x) A breach by you of any of the provisions set out in the Agreement between TIME and you for the provision of the Service;

xi) Force Majeure events (any, all or a combination of the following: war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, acts of God, epidemic, flood, drought, inclement weather, the requisitioning or other act or order of any Government department, agency, other constituted body or any regulatory authority, or other factors beyond the reasonable control of the Parties, which materially affect the performance or provision of the Service(s) that is beyond TIME’s reasonable control for which TIME is not responsible for, including without limitation third party service suppliers of services, or actions required to be taken in the national interest or for public safety);

xii) Damage and/or destruction; and/or

xiii) Emergency maintenance and repair.

8. Point of Contact

The unit responsible for the 24x7 fault reporting that provides network monitoring and fault management for all TIME’s Fixed and IP networks international connection:

<table>
<thead>
<tr>
<th>Postal address</th>
<th>24 hour contact details</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIME dotCom Bhd Level 1, Lot 14 Jalan U1/26 Hicom Glenmarie 40000 Shah Alam Selangor, Malaysia</td>
<td>Tel: 1-800-18-2728 +603 50212139 Fax: +603 50326579 E-mail: <a href="mailto:priority@time.com.my">priority@time.com.my</a></td>
</tr>
</tbody>
</table>

9. Changes

A copy of these terms is available on our website at www.time.com.my. We may change these terms by publishing the same on our website; and you shall be deemed to have agreed to such change. However, such change does not affect any antecedent right to compensation that may have accrued.