

SERVICE SCHEDULE K: IGS PROFESSIONAL SERVICES

THIS SERVICE SCHEDULE AND THE TERMS HEREIN AND IN THE APPENDICES HERETO, APPLIES TO THE SERVICE IDENTIFIED AS “IGS PROFESSIONAL SERVICES” AS SPECIFIED BELOW IF CUSTOMER HAS SUBSCRIBED FOR THE SAME, IN ADDITION TO AND IN PREFERENCE OF THE GENERAL TERMS.

PART A – THE SERVICE

1. Service Overview

1.1. Types. IGS Professional Services comprise the following types that would be subscribed by Customer as specified in the applicable Service Order form:

- (a) Project Management
- (b) Deployment Service
- (c) Training for IT Administrator and/or Users
- (d) IT Support Maintenance Contract (IGS Enforce)

(each type shall hereinafter be referred to as “Service”).

1.2. Description. Each of the Service type is described below.

Service Type	Description
(a) Project Management	The service comprises managing a team to perform the required scope of service, as agreed between the Customer and TIME, which may include the overseeing and managing the delivery of a project.
(b) Deployment Service	The service comprises the setting up, installation, configuration and/or integration works as agreed between the Customer and TIME, for the purposes of deploying a particular product or service.
(c) Training for IT Administrator and/or Users	The service comprises the provision of training in relation to AVM Cloud Services, Managed Services associated with AVM Cloud Services and/or product and/or service as agreed between the Customer and TIME, for the Customer’s personnel such as the Customer’s IT administrators and/or users.
(d) IT Support Maintenance Contract (IGS Enforce)	The service comprises the maintenance for a product and/or service as agreed between the Customer and TIME.

TIME may periodically revise or update the above services or introduce new services from time to time at its discretion, which would be subject to the specific terms and conditions.

1.3. Service Summary. Each of the Service types comprise Standard Service Components, unless otherwise specified in the Service Order Form. Deviation from the Standard Service Components (as referred below) is permissible with written consent from TIME, and is subject to additional charges that TIME will notify the Customer, and for which the Customer will pay TIME.

Service Type	The scope of work for IGS Professional Services that TIME will provide is specified below (“ <i>Standard Service Components</i> ”)
(a) Project Management	(i) Manage and coordinate the project delivery, project integration and/or project migration in accordance with the required scope of service, as agreed between the Customer and TIME; and (ii) Facilitate project closure by the Customer.
(b) Deployment Service	(i) Design and deploy a particular product or service as described in the Service Order; and (ii) Implement and perform migration service and optimisation service for all VMware technology stacks and related technologies.
(c) Training for IT Administrator and/or Users	(i) Conduct training sessions for the Customer’s personnel such as the Customer’s IT administrators and/or users, in relation to AVM Cloud Services, Managed Services associated with AVM Cloud Service and/or product and/or service as agreed between the Customer and TIME.
(d) IT Support Maintenance Contract (IGS Enforce)	(i) Provide technical support per-incident basis; (ii) Provide remote or on-site technical support up to fifteen (15) Qualifying Incidents only per twelve (12) months period; (iii) Provide Incident Report as per request; (iv) 24x7x365 technical team on standby; (v) Performing health check analysis, if necessary, and on such frequency as specified in the Service Order; (vi) Provide recommendation when Customer require to perform version or patch upgrade; and (vii) Provision of single point of contact helpdesk for purposes of escalating a Qualifying Incident until closure.

1.4. Service Limitation. The Customer acknowledges and agrees that where the provision of an IGS Professional Service involves the use of or is provided through the hardware, software, solution and/or service from a Principal, the IGS Professional Service is also subject to the Principal’s terms and conditions and the limitations of or associated with such hardware, software, solution and/or service of the Principal.

1.5. Subscription

1.5.1. Service Subscription. The Customer may subscribe for any of the above Service types as evidenced by Service Order Form; and accordingly, the terms herein shall be applicable as may be appropriate.

1.5.2. Non-Standard Service Scope. If the scope for a Service type is not specified within the Standard Service Components, then the following conditions apply:

- (a) If TIME has provided a quotation to the Customer which specifies a scope different from the Standard Service Components, and the quotation is accepted by the Customer, then such scope shall be the scope to be undertaken and performed by TIME, notwithstanding anything to the contrary herein.
- (b) TIME does not make any representations or warranty, whether express or implied, and excludes any implied warranties (whether arising by operation of Applicable Law, equity or common law) that the Service will achieve the expected functionality,

will enable the operating environment to be error-free or uninterrupted, and/or is of a specified quality or of any quality.

1.6. Third-Party Solution

- 1.6.1.** In the event TIME assists the Customer in procuring any other services or products to use with IGS Professional Services (upon the Customer's request), the Customer shall be subject to and solely responsible for complying with the respective terms of such services or products procured.
- 1.6.2.** The Customer acknowledges and agrees that any third-party solution that may be used with IGS Professional Services is subject to the third-party terms and agreement where applicable, and is not part of this Service Schedule. This includes the warranty, service level arrangement and support structure provided directly by third-party solution provider.
- 1.6.3.** TIME has no responsibility for the performance, product description, specifications, reference content, or any and all claims or representations of third-party solutions and is unable to give any warranty whatsoever neither express nor implied.

2. Definitions and Interpretations

- 2.1.** In this Service Schedule, all capitalised terms not otherwise defined herein shall have the meaning given to them in the Service Order Form and/or General Terms.
- 2.2.** Further, unless the context otherwise requires, the following words and expressions shall have the following meanings in this Service Schedule: -

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| (a) CRD | means the date requested by the Customer for the Service to commence. |
| (b) Deployment Service | means the deployment service for the designated project as specified by the Customer in the Service Order. |
| (c) IGS Professional Services | means the service set out in Paragraphs 1.1, 1.2 and 1.3 of this Service Schedule. |
| (d) Managed Service | means the managed service for the designated project as specified by the Customer. |
| (e) Principal | means the manufacturer, developer, proprietor and/or appointed distributors of a third-party hardware, software, solution or service used for the purpose of provisioning IGS Professional Services. |
| (g) Project Management | means the project management service for the designated project as specified by the Customer. |
| (h) Service Location | means the location(s) or site(s) where the Services are to be performed, as identified in the Service Order. |
| (i) Service Desk | means the help desk that the Customer can use to submit Service requests, report Qualifying Incidents and ask questions about the Service. |
| (j) SOW | means the Scope of Work for the designated Services as detailed in the Service Order Form (SOF) raised and subscribed by the Customer. |

- (k) Training Service means the training service for the designated project subscribed by the Customer.

3. Service Provisioning

3.1. **Commencement.** TIME will endeavour to provide the IGS Professional Services as described in Paragraph 1.2 and selected by the Customer by the CRD subject to:

- (a) the Customer providing all information required by TIME within seven (7) days;
- (b) the availability of the Customer's resource capacity and accessibility; and
- (c) the availability of the infrastructure of other third-party suppliers, where required.

3.2. Service Delivery.

3.2.1. Before and/or by the CRD or any revised CRD, TIME will:

- (a) Use reasonable endeavours to meet the CRD but does not guarantee the Service will commence; and
- (b) Provide the Customer with contact details for the help desk submit Service requests and ask questions about the Service ("**Service Desk**").

3.2.2. Before and/or by the CRD or any revised CRD, the Customer will:

- (a) provide all reasonable assistance to TIME in order that TIME may provision the Service;
- (b) do all things required and specified in Paragraph 4.9.6;
- (c) provide sufficient space at the Service Location to store, in a safe and secure manner, the equipment used by TIME;
- (d) provide TIME with the names and contact details of any individuals authorised to act on the Customer's behalf for matters in relation to the Service ("**Customer Contact**"), but TIME may also accept instructions from a person who it reasonably believes is acting with the Customer's authority;
- (e) comply with the instructions in the use of the Service as may be provided by TIME periodically;
- (f) cooperate with TIME in order to achieve the CRD; and
- (g) procure and maintain any license, permit or authorisation ("**Permit**") that the Customer may require for purposes of TIME's performance of the Service, but the Customer agrees to continue to pay the Charges even if the Customer does not obtain such Permit.

3.2.3. On and from the SCD, the Customer will:

- (a) cooperate with TIME to enable TIME to carry out the Service (where required);
- (b) comply with the incident reporting procedure provided by TIME in respect of the applicable type of Service;
- (c) acknowledge that where TIME's equipment is under the Customer's possession and/or control, the Customer will take all reasonable care to ensure that TIME's equipment is not damaged, destroyed, stolen and/or vandalised (fair wear and tear excepted);
- (d) minimize any unauthorised access to the Service and/or TIME's equipment and take all reasonable steps to prevent such unauthorised access;

- (e) not do or omit to do anything, and ensure that third parties not do or omit to do anything, that may compromise TIME's equipment (including causing any of TIME's equipment to function as a bot); and
- (f) adhere to applicable requirements specified in Applicable Laws.

3.3. Modification. If, after the Customer has applied for an IGS Professional Service but requests for modification to the said Service before the CRD and TIME agrees to that modification, then:

- (a) the parties shall mutually agree in writing to amend the CRD for the Service; and
- (b) the Customer shall acknowledge and agree to pay TIME additional charges for modification to the IGS Professional Service.

3.4. Delay. TIME shall commence the provision of the IGS Professional Service by the CRD unless TIME experiences delays due to:

- (a) causes beyond its control,
- (b) any failures or faults of the Customer in ensuring its obligations are carried out,
- (c) Force Majeure Event, and/or
- (d) acts or omissions of third-party suppliers.

If service provisioning is delayed due to the Customer's failure to take all reasonable steps in supporting the provisioning process or the Customer's failure to provide all requested information within seven (7) days, TIME reserves the right to cancel the Service Order, in which case the Customer shall pay the Cancellation Cost as set out in Paragraph 13.2. If TIME is of the opinion that the CRD may not be achieved for any reason, TIME may at its discretion revise the CRD and notify the Customer accordingly.

3.5. Completion. Upon completion of the provision of a Service, if requested by TIME, Customer will sign and return a Work Completion Advice Form without delay. In any event, provision of a Service is deemed completed when TIME sends an email to the Customer notifying the Customer that the provision of the Service has been completed. Risk of loss will pass to the Customer at the earlier of, the Customer signing the Work Completion Advice Form (if applicable) designated by TIME ("**Work Completion Advice Form**" or "**WCAF**") or when TIME sends the email to the Customer notifying the Customer that the provision of the Service has been completed.

3.6. Inaccurate Information. If TIME is required to change the provision of IGS Professional Services due to incomplete or inaccurate information provided by the Customer, TIME may, at its discretion charge the Customer such additional charges due to the changes.

3.7. Cancellation.

3.7.1. If the Customer delays or fails to perform any of its obligations in this Service Schedule, including Paragraph 4.9.6, before the CRD, then at TIME's option, TIME may, upon notice to the Customer, either:

- (a) change the CRD;
- (b) cancel the relevant Service Order(s) and the Customer shall pay the Cancellation Costs as invoiced by TIME; or
- (c) invoice the Customer for any reasonable charges incurred for any work that is performed by TIME on behalf of the Customer and that is directly attributable to the Customer's failure or delay to perform where such work is necessary to provide the

Services, and Customer is to pay such an invoice within fourteen (14) days from the date of receipt of this invoice. A failure to do so may result in the Service not being provided by TIME on the CRD.

3.7.2. TIME may, in addition to any other rights in this Service Schedule, cancel a Service Order for IGS Professional Services if:

- (a) it is technically not feasible for TIME to provide the required Service by the CRD; or
- (b) if a third-party solution is required and the third-party providers are not able to provide such solution, element or part for the Services subscribed by the Customer.

In such event, neither Party is liable to the other for any loss, costs or expense, and no Termination Charges and/or Cancellation Costs are payable by Customer.

4. Right of Use

4.1. The Customer may use the Services and deliverables associated with the Services only in accordance with this Service Schedule and warrants and agrees to not reverse engineer, decompile, disassemble, or work around the technical limitations of the Services and/or associated deliverables.

4.2. In connection with the Customer's subscription of the Services, the Customer shall be responsible for maintaining all software licenses and adhering to the license terms of any such software the Customer shall use or run. TIME does not and will not assume any obligations with respect to the software and its associated licences that the Customer uses or procures whether directly or indirectly. If TIME reasonably believes any of the Customer's use of the software, its associated licences or content violates the Applicable Law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement, the Service Order Form, this Service Schedule, or the Acceptable Use Policy ("**Prohibited Content**"), TIME will notify the Customer of such Prohibited Content and may request that *inter alia* such violation be discontinued, the content be removed from the Services or access to it be disabled.

4.3. The Customer shall ensure that all information the Customer provides to TIME shall be accurate, complete, and not misleading.

4.4. Should the Customer subscribe to IGS Professional Services with any other Services offered by TIME other than the Services in this Service Schedule, the Customer shall comply with the terms and conditions of the Service Schedules applicable to that particular Service.

4.5. The Customer represents and warrants to TIME that the Customer has the legal right to use any software procured directly by the Customer from third-parties on IGS Professional Services and that such use will not infringe the intellectual property rights of any third-party.

4.6. The Customer shall be responsible for obtaining all necessary authorisations and consents from third-party licensors of the software used by the Customer to enable TIME to provide IGS Professional Services to the Customer.

4.7. Suspension of Services. In addition to Clause 7 of the General Terms, TIME may suspend IGS Professional Services without any further liability if:

- a) TIME reasonably believes that the IGS Professional Services are being used in violation of any terms and conditions applicable to this Service;
- b) the Customer does not cooperate with TIME's reasonable investigation of any suspected violation of any of the terms and conditions applicable to this Service;
- c) there is any event for which TIME reasonably believes that the suspension of IGS Professional Services is necessary to protect any property of TIME, any third party of TIME, the Principal, or the other customers of TIME, including but not limited to if TIME is faced with a credible claim that the Services or any software infringes upon the intellectual property rights of other parties.

Notwithstanding Paragraph 4.7, a breach of this Paragraph 4 by the Customer shall be deemed as a material breach and TIME is entitled to terminate the agreement with the Customer forthwith.

4.8. Content and Data Privacy

- 4.8.1.** As information transmitted through the Internet in general is not confidential, TIME cannot and does not guarantee the privacy, protection, security or integrity of any information transmitted through the Internet by the Customer, to which the Customer acknowledges and accepts that it does so at its own risk.
- 4.8.2.** The Customer acknowledges and accepts that TIME does not intend and will not be required to review the accuracy or appropriateness of any of the Customer's content delivered while using IGS Professional Services.
- 4.8.3.** Where the Customer receives or processes the Personal Data of end users or other identifiable individuals in its use of IGS Professional Services, the Customer shall ensure that it fully complies with the provisions of the Personal Data Protection Act 2010 ("**PDPA**") and shall be solely responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data to the relevant end users and in accordance with the PDPA. Further, the Customer shall not, and shall ensure that the Customer's personnel shall not, do anything in relation to any Personal Data which may cause TIME to be in breach under the PDPA. "Personal Data" means personal data, personal information or data relating to individuals that relates directly or indirectly to the customers or in the possession of the Customer including any expression of opinion about the customers.

4.9. Security

- 4.9.1.** The Customer shall take all such measures as may reasonably be necessary (including but not limited to changing its password from time to time) and such other security procedures and controls to protect the secrecy of its user identification and/or password and shall not reveal or share the same with any other unauthorised person(s), and shall ensure that IGS Professional Services are accessed and used only by authorised persons, and take all such steps as may be necessary to ensure its continued security and to prevent any unauthorised access, processing, transfer or use by a third party or misuse, damage or destruction by any person.
- 4.9.2.** TIME shall not be liable for any loss or damage incurred by the Customer or third parties due to any wrongful use of the Customer's account by the Customer or any wrongful or fraudulent use of the Customer's account by any other person. TIME shall not be liable for any corruption of data in the Customer's systems resulting from an external security breach or any inappropriate handling of such data on the Customer's part. This is including but not limited

to installation of software using non-standard repository and/or plugging in of third-party unsupported hardware.

4.9.3. The Parties agree to immediately notify each other of any unauthorised use of the Customer's account or of any other breach of security known to either of the Parties or where either of the Parties has reason to suspect that the same may have occurred.

4.9.4. The Customer shall co-operate with TIME and the relevant authorities to take all reasonable steps to assist in any security investigations, mitigation and remediation of the breach or incident and indemnify, defend and hold TIME harmless for any liability or expense arising from such breach or incident.

4.9.5. The Customer shall comply with all instructions and guidelines in respect of IGS Professional Services that may be communicated or published from time to time by TIME.

4.9.6. Customer's Obligations at Service Locations

- (a) The Customer will at its own expense and prior to the CRD in advance of any Services to be provided by TIME, and throughout the duration of performance of the Services by TIME:
- (i) ensure that all information, items or consents as may be either requested by TIME or required in order for TIME to perform the IGS Professional Service, are made available or obtained at the Customer's own cost in sufficient time to enable the CRD or any revised CRD to be achieved;
 - (ii) obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the performance of the IGS Professional Service at the Service Locations;
 - (iii) provide, prepare and maintain the specific points, locations or spaces as required by TIME within the Service Locations for the performance of the IGS Professional Service;
 - (iv) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the performance of the IGS Professional Service at such points and with such connections as TIME specifies, including necessary electrical points required by TIME in order to provide the IGS Professional Service;
 - (v) UNLESS OTHERWISE AGREED, in order to mitigate any Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
 - (vi) provide a suitable and safe working and operational environment and notify TIME of any health and safety rules and regulations and security requirements that apply at the Service Location;
 - (vii) provide all necessary materials including trunking, conduits, internal cabling, cable trays and mounting points, as may be required;
 - (viii) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow TIME to undertake the performance of the IGS Professional Service;
 - (ix) ensure that any floor loading limits will not be exceeded;
 - (x) Customer grants TIME or shall procure or assist in the procurement of rights for TIME to perform the IGS Professional Service at the Service Locations.

- (b) If TIME must make changes to the IGS Professional Service subscribed by Customer due to incomplete or inaccurate information provided by the Customer, TIME may charge the Customer such additional charges that may be reasonably incurred for carrying out such a change.
- (c) The Customer will comply with TIME's reasonable requests that are necessary for reasons of health and safety, environment, sustainability, security or quality or performance of the IGS Professional Service.
- (d) **Right of Entry ("RoE").**
 - (i) **Prior Notification.** Upon reasonable notice from TIME, and unless (ii) below applies, the Customer grants the requisite Permissions that are reasonably necessary for TIME and the TIME Team to enter, remain upon or exit the Service Location at all reasonable times to perform the IGS Professional Service.
 - (ii) **Customer to obtain 3rd Party RoE.** Customer shall promptly obtain the necessary third-party Permissions from the landlord, building manager or joint management board (as applicable to a Service Location) for TIME and the TIME Team to use the Service Location, and such Permission shall subsist until expiry of the Term, at no charge to TIME. Customer is to provide TIME with a copy of such Permission as soon as it receives the same.
- (e) **Use of Service Location:** TIME may use the Service Location, at no charge to TIME, for TIME's performance of the IGS Professional Service. If TIME's use of the Service Location is subject to any charges by any third party, such charges shall be reimbursed by Customer and included in all invoices from TIME to Customer.
- (f) **IGS Professional Services only at Service Location.** The IGS Professional Services will only be provided by TIME at the specific Service Locations identified in the quotation or Service Order (as the case may be) and not any other location belonging to, under the control of or being used by the Customer.

4.10. Connectivity

- 4.10.1. The Customer may be required to provide connectivity that will be used to provide access to the Internet and data link if required by TIME.
- 4.10.2. It is the Customer's responsibility to choose a connectivity service that can sufficiently provide the capacity required by TIME for the provision of the IGS Professional Service.
- 4.10.3. **Network.** The Customer is responsible for providing TIME with adequate information in order to assign and configure IP addresses and network settings. The Customer is responsible in ensuring all required network configurations are as required.
- 4.10.4. TIME will use its best endeavours to ensure that the integrity of the Customer's information and data is not affected, compromised or lost as a result of the provision of IGS Professional Services, but in any event, the Customer accepts and acknowledges that such a risk exists and TIME disclaims any liability arising from the loss of data integrity except if solely due to the gross negligence of TIME.

5. **Title & Ownership.** The Customer acknowledges that all equipment, hardware, software and any other resources excluding third-party solutions used to provide IGS Professional Services to the Customer, is and shall remain the property of TIME at all times.

PART B – SERVICE OPERATIONS

6. **Variation of Service Order.** Where the Customer varies and/or wishes to vary a Service Order after acceptance of the Service Order, TIME will issue a variation to the existing Service Order to reflect the changes accordingly which include inter alia payment of additional charges by the Customer for the variation of works to be carried out by TIME and completed by the revised CRD in the revised Service Order.
7. **Monitoring.** TIME has no obligations to monitor deliverables provided to the Customer under this Service Schedule but has the right to monitor should it deem necessary in compliance with local authority and Applicable Laws.
8. **Logs.** TIME may, where applicable to a Service, collect, compile and store logs in order to provide the Service to the extent permitted by Applicable Laws. These logs are only used internally by TIME and TIME is under no obligation to provide them to the Customer.

PART C – SUPPORT

9. **Service Interruption/Fault:** TIME does not warrant that the Service is error-free, without interruption or fault. The Customer acknowledges and agrees that the performance of the Services by TIME may be affected, impeded, interrupted or suspended by:
- (a) The Customer's actions, inactions or lack of cooperation;
 - (b) The inability of TIME to gain access to the Service Location in a timely manner;
 - (c) The acts or omissions of third parties, including suppliers, contractors or providers engaged by Customer;
 - (d) Non-payment or late payment of the invoices by TIME, including persistently paying invoices issued by TIME late;
 - (e) Occurrence of a Force Majeure Event that affects the Service;
 - (f) Damage, loss or destruction of any of TIME's equipment;
 - (g) Request by the Customer to suspend the Service for any reason whatsoever;
 - (h) Fault, interruption or disruption of the network or equipment of third-party service providers;
 - (i) Suspension or interruption of the Service pursuant to the General Terms and/or the terms in this Service Schedule, including non-payment of any Charges;
 - (j) Power failure or disconnection of power supply either temporarily or otherwise;
 - (k) Stolen telecommunication cables and/or fibre cuts that affect the Service; and/or
 - (l) Emergency maintenance and repair to the TIME Network that affects the Service.

notwithstanding anything to the contrary in the General Terms. Notwithstanding Paragraphs 4.7 and 9, the Customer shall remain liable to pay to TIME all applicable Charges during the period of interruption, suspension or loss of Service(s) or any part thereof.

10. Special Conditions on Support for Specific Service Types

10.1. IT Support Maintenance Contract (IGS Enforce)

10.1.1. If the Service type subscribed is IT Support Maintenance Contract (IGS Enforce), then the following conditions apply:

- (a) In this Paragraph 10.1:
 - (i) **“Business Day”** means Monday to Friday excluding Saturday, Sunday or any public holidays in the state of Selangor Darul Ehsan in Malaysia;
 - (ii) **“Business Hours”** means the hours between 9.00am and 5.30pm on a Business Day;
 - (iii) **“Incident Report”** or **“IR”** means the report which describes the Qualifying Incident and includes information such as the date and time that the Qualifying Incident was detected, Customer details, location of the Qualifying Incident, problem description, Trouble Tickets escalated to the Principal (if applicable) and the severity level of the Qualifying Incident as determined by TIME;
 - (iv) **“Interruption”** means circumstance(s) which interrupts, affects or causes issues to the IT Support Maintenance Contract (IGS Enforce) service;
 - (v) **“Modified Code”** is defined as the programming or instruction code which has been altered or customised for a particular software application;
 - (vi) **“MTTr”** is defined as mean time to respond. The **“MTTr for on-site”** set out in IT Support Maintenance Contract (IGS Enforce) Service Support Structure is only applicable to the equipment stored at Customer’s site which is to be maintained by TIME as agreed between the Customer and TIME within the scope of IT Support Maintenance Contract (IGS Enforce) Service;
 - (vii) **“MTTR”** is defined as mean time to repair;
 - (viii) **“Principal”** means the manufacturer, developer, proprietor and/or appointed distributors of the product and/or service for the IT Support Maintenance Contract (IGS Enforce) service;
 - (ix) **“Qualifying Incident”** means any unplanned interruption to the IT Support Maintenance Contract (IGS Enforce) service. It is defined according to the different levels of severity according to the level of impact the incident has over the subscribed IT Support Maintenance Contract (IGS Enforce) service as set out in the IT Support Maintenance Contract (IGS Enforce) Service Support Structure of this Service Schedule;
 - (x) **“Trouble Ticket”** means the ticket raised by the Customer in the event of unplanned interruption to the product and/or service for the IT Support Maintenance Contract (IGS Enforce) service.
- (b) If a reported problem is suspected to be related to Modified Code, TIME may, in its sole and absolute discretion, request that the Modified Code be removed and the Customer shall remove the Modified Code accordingly.
- (c) The Customer acknowledges and agrees that the provision of the IT Support Maintenance Contract (IGS Enforce) service is also subject to the limitations associated with such hardware, software, solution and/or service from the Principal.
- (d) Where TIME, in its absolute discretion, deems necessary to escalate a Qualifying Incident to the Principal, TIME will inform the Customer of such need to escalate

and the Customer shall escalate to the Principal accordingly. For clarity, TIME's obligations under the IT Support Maintenance Contract (IGS Enforce) Service Support Structure and the MTTR of TIME set out therein, shall not apply. For clarity, upon notification by TIME to the Customer of such need to escalate the Qualifying Incident to the Principal, such Qualifying Incident shall then be addressed and resolved between the Customer and the Principal.

(e) **Incident Reporting, Measurement and Closure**

- (i) **Incident Opening:** The Customer must report all Qualifying Incidents to the Service Desk, where a Trouble Ticket with a reference number or identifier will be registered and opened, and TIME will advise such information to Customer.
- (ii) **Incident Closure:** TIME will inform the Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (iii) below, will close the Trouble Ticket when either the Customer confirms that the Qualifying Incident is cleared within 24 hours after being informed by TIME or TIME has closed the trouble ticket after unsuccessful attempts to contact the Customer, by reasonable means, in relation to the Qualifying Incident and the Customer has not responded within 24 hours following TIME's attempt.
- (iii) If the Customer however, confirms that the Qualifying Incident is not cleared within 24 hours following being informed that the Qualifying Incident is cleared, the Trouble Ticket will remain open, and TIME will continue to work to resolve the Qualifying Incident.

(f) Where the Customer reports to TIME of an Interruption, and TIME upon investigation, finds out that the Interruption is caused by solutions or services other than the IT Support Maintenance Contract (IGS Enforce) service, TIME will notify the Customer that the Interruption is outside the scope of the IT Support Maintenance Contract (IGS Enforce) service. Where this occurs TIME shall not be responsible for resolution of the Interruption.

(g) The table below addresses the severity levels support structure ("IT Support Maintenance Contract (IGS Enforce) Service Support Structure") for the IT Support Maintenance Contract (IGS Enforce) service and escalation matrix. TIME shall, from time to time, notify the Customer of any updates to TIME's fault reporting procedures and escalation matrix:

Severity Level	Severity Description	MTTr / MTTR for off-site	MTTr for on-site	Report
1	An incident with critical business impact on the Customer's primary business operation, where there is: (i) a critical functionality loss in the system (system/storage/network/infra down) rendering the system unusable; (ii) a substantial loss of Service resulting in the Customer's business operations being severely disrupted; and/or (iii) all or a substantial portion of the Customer's mission critical data is at a significant risk of loss or corruption, with no alternative or workaround immediately available.	15 min/4 hours	4 hours	IR (3 days from the date of the Trouble Ticket)

Severity Level	Severity Description	MTTr / MTTR for off-site	MTTr for on-site	Report
2	An incident with major business impact on the Customer's business operation, where there is a partial loss of critical/urgent business function due to hardware problems or malfunction, resulting in a degradation of such business function.	15 min/8 hours	4 hours	IR (3 days from the Customer's request for the IR)
3	An incident with low impact on the Customer's business operation, where there is a loss of non-critical business function.	15 min/24 Business Hours	Next Business Day	N/A
4	Service requests fulfilment for small changes or additions which have low risk, low cost and occur quite frequently (requests to add/increase/decrease/remove/change).	15 min/48 Business Hours	Next Business Day	N/A
5	An enquiry for troubleshooting and guidelines causing little or no impact to customers business with no binding SLAs (customer enquiries).	15 min/7 Business Days	Not Applicable	N/A

The remote or on-site technical support is provided for up to fifteen (15) Qualifying Incidents only per twelve (12) months period. Any remainder from the fifteen (15) Qualifying Incidents which have not been utilized within the twelve (12) months period will not be carried forward to the subsequent twelve (12) months period (if any).

PART D – MISCELLANEOUS

11. Disclaimers

- 11.1.** The Customer acknowledges and agrees that TIME exercises no control over, and accepts no responsibility for the content of the information passing through the TIME Network or the Internet. TIME is also not liable for the content or loss of any data transferred either to or from the Customer or stored by the Customer or any of the Customer's clients via IGS Professional Services.
- 11.2.** TIME disclaims all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of the Customer's data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of subscribed Services as described under Paragraph 1.2 above. Further, TIME cannot guarantee and does not warrant the accuracy of any data or report of IGS Professional Services delivered to the Customer.
- 11.3.** The Customer understands and agrees that TIME shall under no circumstances be held responsible or liable for situations where the Customer's data is accessed by third parties through illegal or illicit means, including situations of access by exploitation of software security gaps, inherent flaws or weakness in any software, or the Customer's own internal security procedures governing the use of IGS Professional Services and the conduct of the Customer's users.
- 11.4.** The IGS Professional Services provided under this Service Schedule are provided on an "as is" basis.

- 11.5.** Neither TIME, its employees, Affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that IGS Professional Services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the subscription and/or use of IGS Professional Services or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the Services.
- 12. Renewal of Initial Terms.** If the Service type subscribed is IT Support Maintenance Contract (IGS Enforce), unless Customer notifies TIME in writing at least 90 days before the expiry of the Initial Service Term, that the Initial Service Term is not to be renewed, the IT Support Maintenance Contract (IGS Enforce) service shall be automatically renewed for the same duration as the Initial Service Term, on the same General Terms and the terms in this Service Schedule.
- 13. Charges.** In addition to the Charges as defined in the General Terms and as specified in the Service Order, the following are applicable in respect of this Service Schedule.
- 13.1. MRC on Renewal:** Clause 6.9 of the General Terms shall be applicable to the IT Support Maintenance Contract (IGS Enforce) service. At minimum, MRC on renewal will be the same as the last MRC of the Initial Term unless otherwise specified in the renewal Service Order.
- 13.2. Cancellation Cost:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Charges, such Cancellation Cost shall comprise of the following:
- (a) any charges waived by TIME;
 - (b) the cost incurred to carry out the installation and provisioning of IGS Professional Services applicable to the respective Service Order (if any);
 - (c) any charges imposed by third-party service providers in order to provide the Service (if any); and
 - (d) all incidental costs and expenses incurred by TIME in order to decommission/remove the performed IGS Professional Services.
- 13.3. Termination Charges:** Wherever in this Service Schedule it is stated that the Customer is to pay Termination Charges as compensation to TIME, the Termination Charges is equal to the aggregate of the following:
- (a) any charges waived by TIME;
 - (b) any charges imposed by third-party service providers in order to provide the Service (if any);
 - (c) any other charges reasonably incurred by TIME as a result of the early termination; and
 - (d) any compensation payable to third-party service providers by TIME arising out of, in connection with or related to the provision of IGS Professional Services to the Customer.
- 13.4. Invoice Disputes.** In addition to Clause 6.8 in General Terms, if the Parties are unable to resolve the dispute in relation to an invoice, then:
- (a) Customer agrees that a disputed invoice pending resolution shall not be a valid ground to withhold payment of future invoices issued by TIME for IGS Professional Services;

- (b) TIME shall not suspend the Service to the Customer on the ground that the invoice remains outstanding; and
- (c) either Party may refer the dispute for resolution.

14. Consequences of Termination

- 14.1.** If the Customer terminates this Agreement pursuant to Clause 8.2 in General Terms or if TIME terminates this Agreement pursuant to Clauses 8.3 or 8.4 in General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay TIME the Balance Charges (in the event the Service type subscribed is IT Support Maintenance Contract (IGS Enforce)), the Termination Charges and all Charges in arrears up to the date of termination.
- 14.2.** If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.5 in General Terms, then neither the Balance Charges (in the event the Service type subscribed is IT Support Maintenance Contract (IGS Enforce)) nor the Termination Charges shall be payable by the Customer but the Customer shall pay any Charges that are in arrears up to the date of termination and TIME shall not be liable to the Customer for any losses, damages or expenses suffered.
- 14.3.** Regardless of the Party terminating the Agreement, IGS Professional Services shall cease to be provided by TIME on and from the date of termination.

In all cases, the Customer shall reimburse TIME for all third-party charges, costs and expenses that are imposed on TIME by such third party in order for TIME to either provide IGS Professional Services and/or to terminate the service provided by such third parties.

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