

SERVICE SCHEDULE G: ENTERPRISE MANAGED SERVICES (NON-DATA CENTRE)

THIS SERVICE SCHEDULE AND THE TERMS HEREIN APPLIES TO THE SERVICES LISTED BELOW IF CUSTOMER HAS SUBSCRIBED FOR ONE OF THE TYPES OF THE SERVICES, IN ADDITION TO AND IN PREFERENCE OF THE GENERAL TERMS.

PART A – THE SERVICE

1. The Service

1.1 Types. Our Enterprise Managed Services comprises the following types that may only be subscribed by Customer if the Customer has firstly subscribed for the specified Qualifying Service prescribed in the table below. If more than one Qualifying Service exist for a Managed Service type, that Managed Service type is available to be subscribed if the Customer has subscribed for either one of the Qualifying Services

Nos.	Managed Service Type	Qualifying Service
(a)	Managed Perimeter Solution	Either Internet Direct or IPVPN
(b)	Managed WiFi	Internet Direct only
(c)	Wireless IPVPN	IPVPN only
(d)	Managed Router	Either Internet Direct or IPVPN
(e)	DDOS Protection/DDOS Shield	Internet Direct only
(f)	Managed Virtual Firewall	Internet Direct only

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

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

Nos.	Managed Service Type	Detailed Service Description
(a)	Managed Perimeter Solution	<p>Comprises of three (3) main services:</p> <ul style="list-style-type: none"> • Managed Security: Dedicated physical firewall installed at the customer's premise together with TIME Internet Direct service. Only 2 brands offered under this package, Fortinet & Palo Alto. Other brands will be treated as a non-standard. All these are non-stock items and will only be ordered/purchased upon confirmed order from customer. • Managed Link Controller: Dedicated physical Load Balancer installed at the customer's premise together with at least 2 lines of TIME Internet Direct service, or 1 line of TIME Internet Direct service and 1 other line from 3rd party Internet provider. Only 2 brands offered under this package, Peplink & F5. Other brands will be treated as a non-standard. All these are non-stock items and will only be ordered/purchased upon confirmed order from customer. • Managed WAN Optimiser: Dedicated physical WAN Optimiser installed at the customer's premise that goes together with TIME Internet Direct service, to optimize the bandwidth usage. Only 2 brands offered under this package, Silverpeak & Riverbed. Other brands will be treated as a non-standard. All these are non-stock items and will only be ordered/purchased upon confirmed order from customer. <p>Additional information in the download factsheet is available at http://www.time.com.my/enterprise/managed-services/security-and-performance-optimisation</p>
(b)	Managed WiFi	<p>This service is a private wireless network for employees, as well as public WiFi network for guests in one fully managed, end-to-end solution. It is a secure and reliable connectivity option suitable for small sites, branches, large facilities, campuses or distributed multi-site businesses. The solution comes with the following MSE i.e. router, switches, Access Points, Internet Access Management, which are installed at customer's premise. All MSE are non-stock item and only be ordered/purchased upon confirmed order. The procurement, installation, set up and configuration of the MSE is done by TIME, including periodic monitoring. It removes the burden</p>



		from the Customer to manage and monitor its wifi network, allowing it to concentrate its human capital on other matters.
(c)	Wireless IPVPN	<p>This is a wireless IPVPN service that uses the 3G/4G network belonging to third party providers. This solution is complementary to TIME's IPVPN service. It is suitable for machine to machine applications (e.g. ATMs), non-critical application, SCADA, POS or last mile access at non-RFS areas. This solution offers 2 options; Single SIM & Dual SIM:</p> <ul style="list-style-type: none"> • Single SIM - Using Celcom SIM card at 5GB quota as a standard. Recommended deployments are; for non-critical data traffic usage or as a backup for the TIME's fixed line. • Dual SIM - Combination of Celcom & Maxis SIM card and both are at 5GB quota as a standard. Recommended deployments of a dual SIM are for redundancy purpose via different Mobile Operator or where customer may require a service level availability of 99.5%.
(d)	Managed Router	<p>Router functions that is offered on top of Internet Direct or IPVPN subscription. It comes with two (2) options:</p> <ul style="list-style-type: none"> • Physical Router - Dedicated physical router installed at the customer's premise. Two (2) options offered to the customers; standard & non-standard routers: <ul style="list-style-type: none"> ✓ Standard Router - Stock item that is stored at TDC warehouse and it is readily available. The stocked router models Cisco 4321 & Cisco 4331. ✓ Non-Standard Router - Non-Stock item that is only be ordered/purchased upon confirmed order. The model types are Cisco 4351, 4431, 4451, and any other router models preferred by the customer. • Virtual Router – Delivering the network service such as routing and virtual private network connectivity to customer by using software rather than physical hardware.
(e)	DDoS Protection/DDoS Shield	<p>This is a fully on-network DDoS protection system that resides within the TIME Network and comprises a set of techniques and/or tools for resisting or mitigating the impact of distributed denial-of-service (DDoS) attacks on networks attached or connected to the Internet by protecting the target and relay networks. The service enables detection to be undertaken, diversion of suspected attack away from the target, filtering DDoS traffic from legitimate traffic and analysis of the traffic and log files. There is no on-premise physical hardware required for this solution. This Managed Service type addresses volumetric attacks to the customer's network or systems and not specific attacks</p>
(f)	Managed Virtual Firewall	<p>Managed Virtual Firewall is a secure virtual network function (VNF) that handles all the capabilities of a traditional, premises-based firewall hosted on a dedicated hardware, without the need for any physical hardware to be installed at customer's premises.</p> <p>This Managed Service type is a virtual firewall system that is hosted within TIME's Network, and only requires appropriate system set up at the TIME Network that will be undertaken by TIME. There is no on-premise physical hardware that is required for this Managed Service type.</p> <p>This Managed Service addresses specific packet attacks to the customer's network or systems and not volumetric attacks.</p>

1.3 Scope of Service

1.3.1 **Overall Scope of Work.** Each of the Managed Service types comprises a Standard Service Scope as detailed below.

Nos.	Managed Service Type	The scope of work for each type of the Managed Service that TIME will provide is specified below (" Standard Service Scope ")
(a)	Managed Perimeter Solution	a) Order, supply and deliver the Managed Service Equipment (" MSE "); b) Install and configure the appropriate MSE; c) Reset the appropriate MSE when malfunctions; d) Carry out the appropriate MSE configuration backup; e) Update firmware and vulnerability patches of the appropriate MSE; f) Replace any damage or malfunctioning MSE (according to Paragraph 4.4.1 of this Service Schedule); g) Router change management / modification & documentation; h) Advance configuration of the appropriate MSE (where applicable); i) Uptime monitoring
(b)	Managed WiFi	a) Supply and deliver enterprise grade WiFi router; b) Install and configure the WiFi routers supplied; c) Carry out a site survey of the Service Location before implementation; d) Internal cabling installation e) Reset router, access point or bandwidth management when such MSE malfunctions f) Carry out applicable MSE configuration backup g) Update firmware and vulnerability patches of the Router, access point or bandwidth management appliances; h) Replace any damage or malfunctioning Router, access point or bandwidth management (according to Paragraph 4.4.1 of this Service Schedule); i) Router, access point or bandwidth management change management / modification & documentation; j) Advance Router, access point or bandwidth management configuration (where applicable); k) Uptime monitoring; and l) Resolve connectivity issues as it pertains to Internet access.
(c)	Wireless IPVPN	a) Carry out and provide the solution design following Customer request and requirements; b) Appoint personnel with regards to the planning and preparation of this Managed Service type; c) Review the Customer's existing network environment and identify, with the Customer, the Customer's desired key locations to deploy this Managed Service type; d) Conduct an environment study on how the tools shall be suitably placed and implemented; e) Procure from wireless network provider the appropriate 3G or 4G SIM card; f) Order, procure and deliver the applicable MSE; g) Carry out installation of MSE according to Customer's network infrastructure; h) Configure the MSE including installing the SIM card; i) Commission the MSE, SIM card and the Managed Service; j) Carry out a user acceptance test before going live; k) Fine-tuning the applicable MSE as and when required; l) Provide deployment documentation once the Managed Service has commenced; m) Carry out one (1) project handover training and one (1) project briefing to Customer's selected personnel (which shall not be more than 10 persons);

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Nos.	Managed Service Type	The scope of work for each type of the Managed Service that TIME will provide is specified below (" Standard Service Scope ")
		<ul style="list-style-type: none"> n) Reset the router when it malfunctions; o) Carry out periodic router configuration backup; p) Update firmware and vulnerability patches of the router; q) Replace any damage or malfunctioning MSE (according to Paragraph 4.4.1 of this Service Schedule); r) Router change management / modification & documentation s) Advance router configuration t) Uptime monitoring u) Support management comprising Real-time network visibility, End-to-end service fault rectification, Prioritised support and In-depth reporting.
(d)	Managed Router	<p>For physical router:</p> <ul style="list-style-type: none"> a) Order, procure, supply and deliver the applicable MSE; b) Install and configure the applicable MSE; c) Reset the MSE when it malfunctions; d) Carry out the configuration backup of the applicable MSE; e) Update firmware and vulnerability patches of the applicable MSE; f) Replace any damage or malfunctioning MSE (according to Paragraph 4.4.1 of this Service Schedule); g) Router change management / modification & documentation h) Advance router configuration i) Uptime monitoring <p>For virtual router:</p> <ul style="list-style-type: none"> a) Configure the virtual router, b) Reset the virtual router when it malfunctions, c) Restore the virtual router as quickly as possible, d) carry out virtual router configuration back up e) Uptime monitoring
(e)	DDOS Protection	<p>This Managed Service type is a DDoS protection system that is hosted within TIME's Network, and only requires appropriate system set up at the TIME Network that will be undertaken by TIME.</p> <p>There is no on-premise physical hardware that is required for this Managed Service type.</p> <p>Enable network reporting which comprises provision of access to a customer web portal, real time network visibility (even during attacks), access to historical records;</p> <p>Incident reporting from TIME to customer;</p> <p>Attack notifications from TIME to customer;</p> <p>Undertake performance support which comprises providing a dedicated account manager, certified technical teams and 24 x 7 x 365 days/year proactive network monitoring.</p> <p>Performing non-intrusive packet inspection.</p> <p>Performing automatic intervention and counter measure execution.</p>
(f)	Managed Virtual Firewall	<ul style="list-style-type: none"> a) Configure the virtual firewall; b) Reset the virtual firewall when malfunctions; c) Restore the virtual firewall as quickly as possible; d) Carry out configuration backup of the virtual firewall customer settings; e) Update firmware and vulnerability patches (where applicable); f) Advance configuration of the virtual firewall (where applicable); g) Define malicious traffic to be blocked h) Uptime monitoring i) Undertake performance support which comprises providing a dedicated account manager, certified technical teams and 24 x 7 x 365 days/year proactive network monitoring; j) Performing non-intrusive packet inspection; k) Incident reporting from TIME to customer;



For the purposes of this Service Schedule, the words “MSE” or “Managed Service Equipment” means the particular equipment to be provided by TIME as part of the type of Managed Service subscribed and installed at the Service Location.

- 1.3.2** 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 MSE will not malfunction, is fit for purpose and is of merchantable quality, whether stand alone, in combination with any Customer Equipment or other equipment and software.
- 1.4** During the Initial Service Term (and any Renewed, TIME will provide to Customer, and Customer will obtain from TIME, the Managed Service as subscribed by the Customer in the applicable Service Order or the agreed quotation (as the case may be).
- 1.5 Quotation & Subscription.**
- 1.5.1** If you intend to subscribe for any of the above Managed Service types, TIME will provide you a quotation specifying the details of the type of Managed Service containing the MRC payable, the quantity of MSE to be supplied and installed, the minimum contract period, and such other relevant information as may be required.
- 1.5.2** If the quotation issued by TIME is acceptable to you, you will sign and return a duplicate of the quotation or signify your acceptance in such written form as may be acceptable to TIME. Only upon your acceptance of the quotation, and subject to Clause 3.2 General Terms, TIME will provision the Managed Service.
- 1.5.3 Non-Standard Service Scope.** If the scope of work for a Managed Service type is not the Standard Service Scope, then the following conditions apply:
- (a) If TIME has provided a quotation to the Customer which specifies a scope of work different from the Standard Service Scope, and the quotation is accepted by the Customer, then such scope of work shall be the scope of work 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 Managed 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.
 - (c) Such other terms and conditions as may be specified and agreed in an agreed letter of award from the Customer to TIME.

2. SERVICE COMMENCEMENT & CANCELLATION

2.1 Service Commencement

- 2.1.1** The Managed Service shall commence on the same SCD as the Qualifying Service.
- 2.1.2** If the Managed Service subscribed is to commence on a CRD (which is after the SCD of the Qualifying Service), the Managed Service will commence on such date as may be notified by TIME in writing, and the Initial Service Term of the Qualifying Service will be automatically extended so that the expiry date of the Managed Service and the Qualifying Service are the same.
- 2.1.3** TIME shall complete the installation works of the MSE by the CRD unless TIME experiences delays due to causes beyond its control, Force Majeure Event, or acts or omissions of third party suppliers. If TIME is of the opinion that the CRD may not be achieved TIME may revised the CRD and notify the Customer accordingly.

2.2 Service Cancellation by Customer

- 2.2.1** If the Customer cancels a Service Order before the CRD, other than as permitted by the terms in this Service Schedule, the Customer shall pay the Cancellation Costs (as may be applicable) which TIME will invoice the Customer, unless waived by TIME.

2.3 Service Cancellation by TIME

- 2.3.1** If the Customer delays or fails to perform any of its obligations in this Service Schedule, including Paragraph 3.1, 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 commissioned by TIME by the CRD.

2.3.2 TIME may, in addition to any other Paragraph in this Service Schedule, cancel a Service Order for the Managed Service identified in this Service Schedule if it is technically not feasible to provide the Service by the CRD or if third party providers are required, such third party providers are not able to provide their element of the Managed Service, and accordingly neither Party is liable to the other for any loss, costs or expense, and no Balance Charges, Termination Charges and/or Cancellation Costs are payable by Customer.

3. SERVICE LOCATIONS

3.1 Customer's Obligations at Service Locations

3.1.1 The Customer will at its own expense and prior to the CRD and in advance of any installation work by TIME:

- (a) ensure that all information, items or consents as may be either requested by TIME or required in order for TIME to supply and install the MSE or provision the Managed 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.
- (b) obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the installation, use and maintenance of any MSE at the Service Locations for the Term;
- (c) provide, prepare and maintain the specific points, locations or spaces as required by TIME within the Service Locations for the installation of the MSE;
- (d) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the MSE at such points and with such connections as TIME specifies, including necessary electrical points required by TIME in order to provide the Managed Service;
- (e) 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;
- (f) 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;
- (g) provide all necessary trunking, conduits, cable trays and mounting points as may be required;
- (h) provide internal cabling between the MSE and any Customer Equipment, as appropriate, unless Paragraph 1.3.2 of this Service Schedule specifies otherwise;
- (i) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow TIME to undertake any necessary installation, provisioning or maintenance of the MSE and/or the Managed Service;
- (j) ensure that any floor loading limits will not be exceeded;
- (k) carry out any work that may be required after installation, provisioning or maintenance work is completed to make good any cosmetic damage caused during the installation, provisioning or maintenance of the Managed Service;
- (l) Customer grants TIME or shall procure or assist in the procurement of rights for TIME to install, place and affix the MSE at the designated areas in the Service Locations until the expiry of the Term.

3.1.2 If TIME must change a Managed Service 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.

3.1.3 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 Managed Services.

3.1.4 Right of Entry ("RoE").

- (a) **Prior Notification.** Upon reasonable notice from TIME, and unless (b) below applies, the Customer grants the requisite Permissions that are reasonably necessary for TIME and TIME Team to enter, remain upon or exit the Service Location at all reasonable times to install, provision or maintain the MSE or Managed Service including set up, deliver and maintain the Managed Service, recover or remove any MSE and perform its obligations under this Service Schedule.
- (b) **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 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.

3.2 Use of Service Location: TIME may Use the Service Location, at no charge to TIME, until the expiry of the Term. 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.

3.3 Vacating Premises.

3.3.1 If the Customer intends to vacate the Service Location, the Customer is to notify TIME at least six (6) months prior to vacating the Service Location, in order that TIME may prepare for the orderly cessation of the Managed Service.

3.4 Managed Services only at Service Location. The Managed 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. MSE – TITLE, SUPPLY & WARRANTY

4.1 The legal and beneficial title in the MSE supplied in respect of or as part of the subscribed Managed Service, subject to Paragraphs 4.2 and 4.3 below, shall belong to and remain with TIME, notwithstanding the delivery, installation and provisioning of any MSE at Service Locations.

4.2 TIME may transfer the legal and beneficial title to the Customer on the expiry of the Term PROVIDED ALWAYS THAT all sums due and/or owing (including the Charges, and where applicable, Cancellation Costs or Termination Charges (if any) and the Balance Charges) are paid by the Customer in their entirety.

4.3 Quantity & Defects

4.3.1 If the quantity of MSE supplied is less than the quantity prescribed in the quotation, Customer will not reject the supply nor cancel the Service Order, but TIME will deliver the balance quantity as soon as reasonable practicable at no additional cost to the Customer, and the CRD may be extended by TIME if necessary.

4.3.2 The Customer shall not reject any of the MSE delivered, except if the packaging of the MSE is visibly damaged at the point of time of delivery to the Service Location, whereupon TIME may procure and deliver replacement MSE at no additional costs to Customer.

4.3.3 If after delivery of the MSE but before the SCD, any MSE is found to be defective or damaged, then such damaged or defective MSE shall be replaced by TIME at no additional cost to Customer PROVIDED ALWAYS THAT such damage or defect is not caused by the Customer, its servants or agents or any third party, whilst the MSE is in the Customer's custody, possession or control.

4.4 Defects after SCD

4.4.1 If after the SCD and throughout the Initial Service Term only, if any MSE is found to be defective, damaged or have malfunctioned, the Customer shall notify TIME of the same, and such MSE shall be replaced as soon as reasonably practicable by TIME and at no additional cost to Customer, unless such defect, damage or malfunctioning is caused or contributed by the Customer's, their servants', agents', invitees' or third party's acts or omissions (including negligent acts or omissions).

4.4.2 The warranty hereby granted shall cease upon the expiry date of the Initial Service Term and for the avoidance of doubt, shall no longer be applicable during the Renewed Service Term.

5. SERVICE TERM.



5.1 **Initial Service Term.** Unless otherwise prescribed in Paragraph 6 herein in respect of a type of Managed Service or in the quotation issued by TIME and accepted by Customer, and notwithstanding anything to the contrary in the General Terms, the Initial Service Term is for a period of twelve (12) months commencing from the SCD as specified in a notice issued by TIME.

5.2 **Renewed Service Term.** 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 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.

6. SPECIAL CONDITIONS FOR SPECIFIC SERVICE TYPES

Notwithstanding anything to the contrary in the General Terms or elsewhere in this Service Schedule, if the Managed Service is:

6.1 **Managed Perimeter Solution Service type.** If the Managed Service type subscribed is Managed Perimeter Solution, the following conditions shall apply.

6.1.1 Should Customer require TIME to carry out any additional work beyond the Standard Service Scope, TIME may do so and charge the Customer a fee for such additional work. Prior to executing the additional work requested, TIME will provide a quotation and if the Customer agrees such quotation will vary this Agreement.

6.1.2 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 Managed Service will perform to 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.

6.1.3 TIME does not warrant (other than as set out in Paragraph 4 of this Service Schedule) that the MSE's performance will be uninterrupted, error-free and that there will be no malfunctions, failures or other disruptions. Any losses arising from, related to or as a consequence of such interruption, error, malfunction, failure or disruption is absolutely excluded.

6.2 **Managed WIFI Service type.** If the Managed Service type subscribed is Managed WIFI Service, the following conditions shall apply:

6.2.1 Should Customer require TIME to carry out any additional work beyond the Standard Service Scope, TIME may do so and charge the Customer a fee for such additional work. Prior to executing the additional work requested, TIME will provide a quotation and if the Customer agrees such quotation will vary this Agreement.

6.2.2 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 Managed 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.

6.2.3 TIME does not warrant (other than as set out in Paragraph 4 of this Service Schedule) that the MSE's performance will be uninterrupted, error-free and that there will be no malfunctions, failures or other disruptions. Any losses arising from, related to or as a consequence of such interruption, error, malfunction, failure or disruption is absolutely excluded.

6.3 **Wireless IPVPN Service type.** If the Managed Service type subscribed is Wireless IPVPN Service, the following conditions shall apply:

6.3.1 **Duration:** Notwithstanding anything to the contrary herein, the Initial Service Term for this Managed Service type is thirty six (36) months from the SCD.

6.3.2 **Acknowledgement:** Customer acknowledges that this Managed Service relies on third party mobile operators, and that any early cessation or termination (whether for cause or otherwise) requires the Customer to pay the third party mobile operator's charges.

6.3.3 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 Managed 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.



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- 6.3.4 TIME does not warrant (other than as set out in Paragraph 4 of this Service Schedule) that the MSE's performance will be uninterrupted, error-free and that there will be no malfunctions, failures or other disruptions. Any losses arising from, related to or as a consequence of such interruption, error, malfunction, failure or disruption is absolutely excluded.
- 6.3.5 Should Customer require TIME to carry out any additional work beyond the Standard Service Scope, TIME may do so and charge the Customer a fee for such additional work. Prior to executing the additional work requested, TIME will provide a quotation and if the Customer agrees such quotation will vary this Agreement.
- 6.4 Managed Router Service type.** If the Managed Service type subscribed is Managed Router, the following conditions shall apply:
- 6.4.1 Should Customer require TIME to carry out any additional work beyond the Standard Service Scope, TIME may do so and charge the Customer a fee for such additional work. Prior to executing the additional work requested, TIME will provide a quotation and if the Customer agrees such quotation will vary this Agreement.
- 6.4.2 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 Managed 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.
- 6.4.3 TIME does not warrant (other than as set out in Paragraph 4 of this Service Schedule) that the MSE's performance will be uninterrupted, error-free and that there will be no malfunctions, failures or other disruptions. Any losses arising from, related to or as a consequence of such interruption, error, malfunction, failure or disruption is absolutely excluded.
- 6.4.4 Different Standard Service Scope applies if the Customer subscribes for either physical router or virtual router of Managed Service type.
- 6.4.5 If virtual router is the type of Managed Service type subscribed:
- (a) there is no MSE to be ordered and delivered to the Service Location and the virtual router is within the TIME Network.
 - (b) restoration of virtual router in the event of malfunctioning will be done as soon as reasonably practicable.
 - (c) 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 this Managed Service type (i.e. virtual router) 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; and
 - (d) TIME does not provide on-site support and/or on-site vendor support.
- 6.5 DDOS Protection Service type.** If the Managed Service type subscribed is DDOS Shield, then the following conditions apply:
- (a) TIME does not provide on-site support and/or on-site vendor support;
 - (b) The legal and beneficial title to all equipment required by TIME to carry out and provide this Managed Service type shall at all times remain with TIME;
 - (c) TIME does not guarantee that this Managed Service type will absolutely protect the Customer from a distributed denial of service attack and any losses that Customer experiences as a result of, arising out of, related to or as a consequence of a DDoS attack is absolutely excluded.;
 - (d) 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 this Managed Service type 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;
 - (e) TIME will continue to mitigate on a best effort basis any DDoS attack that exceeds the allocated mitigation threshold;



- (f) TIME will perform a black-hole if the DDoS attack affects the TIME Network or TIME's other customers in order to protect TIME's Network or TIME's other customers, which may impact the provision of this Managed Service type.

6.6 Managed Virtual Firewall. If the Managed Service type to be subscribed is Managed Virtual Firewall, then the following conditions apply:

- (a) The Customer must subscribe for the Managed Service Type identified as Managed Router – virtual in this Service Schedule in order for the Managed Virtual Firewall to be activated and delivered to Customer.
- (b) TIME may suspend the provision of the Managed Virtual Firewall if the charges for Qualifying Service and/or the Managed Router (virtual) are either outstanding beyond the due date or a ground to suspend the Qualifying Service has arisen.
- (c) TIME does not provide on-site support and/or on-site vendor support;
- (d) The legal and beneficial title to all equipment required by TIME to carry out and provide this Managed Service type shall at all times remain with TIME;
- (e) TIME does not guarantee that this Managed Service type will absolutely protect the Customer from any attack or malicious traffic and any losses that Customer experiences as a result of, arising out of, related to or as a consequence of an attack or malicious traffic is absolutely excluded.;
- (f) 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 this Managed Service type 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;

PART B – SERVICE DELIVERY AND MANAGEMENT

7. OUR OBLIGATIONS

7.1 Service Delivery/Provisioning. Before and/or by the CRD or any revised CRD, TIME will:

- (a) comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Service Location(s) that are notified to TIME in writing, but TIME will not be liable if, as a result of any such compliance, TIME is in breach of any of its obligations under this Agreement;
- (b) provide you with contact details for the helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- (c) **Supply of MSE.** In respect of Managed Service types that provides for MSE to be supplied to Customer by TIME, the following are our obligations:
 - (i) All MSE as specified in the Service Order or a quotation (for customized solution) of a type of Managed Service shall be procured, supplied and delivered to the Service Location as soon as reasonably practicable to meet the CRD.
 - (ii) Quantity of MSE to be delivered by TIME is as specified in the quotation to Customer (whether it is Standard Service Scope or a customized scope);
 - (iii) All MSE as specified in an accepted quotation will be ordered only after the Service Order has been accepted by TIME;
 - (iv) If the type of MSE as specified by the Customer, requires TIME to place a special order with the third party vendor, the MSE will be delivered based on the delivery schedule specified by that third party vendor and the CRD will not be applicable;
 - (v) If the quantity of MSE supplied is less than the agreed quantity in the quotation, TIME will make up the shortfall as quickly as possible.
- (d) **Installation and Configuration of the MSE**



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- (i) will use reasonable care and skill to install the MSE at the designated points or locations at the Service Location,
 - (ii) will use reasonable care and skill to configure the MSE to meet the requirements of the type of Managed Services.
- (e) Provision the TIME Network in order to provide the Managed Service;
 - (f) Once provisioning of the Managed Service is completed, carry out the SAT that the Managed Service and/or the MSEs are operating within normal parameters;
 - (g) Fine tuning the delivered services;
 - (h) Provide a one-time hand-over training; and
 - (i) Issue a notice to Customer specifying the SCD for the Managed Service if Paragraph 2.1.2 of this Service Schedule applies.

7.2 **During Operation:** On and from the SCD, TIME:

- (a) will perform and deliver the Managed Services to the best of its ability, professionally and with reasonable care and skill, and subject always to the terms in this Service Schedule.
- (b) will respond and use reasonable endeavours to remedy an Incident without undue delay if TIME detects or if you report an incident to the Service Desk;
- (c) may carry out any maintenance as may be specified in the Standard Service Scope (including to and/or upgrading of TIME's Network) from time to time and will endeavour to inform you at least five (5) days before any such maintenance work is to commence, however, TIME may inform you with less notice than normal where maintenance is required in an emergency;
- (d) update the firmware to the MSE and/or all necessary equipment in order to provide the Managed Service (as and when required and if technically appropriate);
- (e) carry out the applicable Standard Service Scope.

7.3 **The End of the Service:** Upon expiry of the Term, TIME will:

- (a) cease providing the Managed Service;
- (b) provide to the Customer any documentation and manuals that are identified in the Standard Service Scope applicable to that Managed Service type; and
- (c) provide any MSE manuals that were provided by the vendors or manufacturers of the MSE to the Customer.

8 **CUSTOMER'S OBLIGATIONS**

8.1 **Service Delivery:** 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 Managed Service;
- (b) Do all things required and specified in Paragraph 3.1.1 above;
- (c) provide sufficient space at the Service Location to store, in a safe and secure manner, the MSE delivered by TIME.
- (d) provide TIME with the names and contact details of any individuals authorised to act on your behalf for Managed Service management matters ("Customer Contact"), but TIME may also accept instructions from a person who it reasonably believes is acting with your authority;
- (e) comply with the technical specifications in the use of the Managed Service as may be provided by TIME periodically;
- (f) cooperate with TIME in order to achieve the CRD.

8.2 **During Operation:** On and from the SCD, you will:



- (a) Procure and maintain any licence, permit or authorisation ("**Permit**") that you may require to use the Managed Service, but you agree to continue to pay the Charges even if you do not obtain such Permit.
- (b) Cooperate with TIME to enable TIME to carry out the Managed Service (where required);
- (c) comply with the incident reporting procedure that TIME provides you in respect of each type of Managed Service;
- (d) acknowledge that the MSE is under Customer's possession and/or control and undertake to take all reasonable care to ensure that the MSE is not damaged, destroyed, stolen and/or vandalized (fair wear and tear excepted);
- (e) control access to the MSE in order to minimize any unauthorized access thereto and take all reasonable steps to prevent unauthorised access to the MSE and/or the Managed Service;
- (f) not to do anything or not fail to do anything that may compromise the MSE by a third party (including causing any MSE to function as a bot); and
- (g) adhere to applicable requirements specified in Applicable Laws.

8.3 The End of the Service: On the expiry of the Term, you will:

- (a) if instructed by TIME in writing, disconnect any Customer Equipment from Service Equipment located at the Service Location.

9. USE AND REPLACEMENT OF PERSONNEL

9.1 Throughout the Term, TIME warrants that members of TIME Team assigned to perform the Managed Services are properly qualified.

9.2 In the event that Customer is dissatisfied with any member of TIME Team attending a Service Location to perform any part of the Managed Services, or such a member of TIME Team is found to be intoxicated, unruly, rude or have acted in a manner which is unbecoming whilst at the Service Location, the Customer will give written notice to TIME of such dissatisfaction and the specific reasons for such dissatisfaction. TIME will have seven (7) days from the receipt of such notice in which to remedy such problem to the reasonable satisfaction of Customer. If, after TIME's attempt at remedying the situation, Customer continues to be dissatisfied with the member of the TIME Team in question, then TIME will promptly replace that member of the TIME Team.

PART C – FAULT MANAGEMENT

10. SERVICE INTERRUPTION

10.1 Service Interruption/Fault: TIME does not warrant that the Managed Service is error-free, without interruption or fault. The Customer acknowledges and agrees that the performance of the Managed Services by TIME may be affected, impeded, interrupted or suspended by:

- (a) 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 Managed Service and/or the Eligible Service;
- (f) Damage, loss or destruction of any of the MSE;
- (g) Request by you to suspend the Qualifying Service for any reason whatsoever;
- (h) Fault, interruption or disruption of the network or equipment of third party service providers;
- (i) Disconnection and/or reconnection of the Access Line(s), 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 Qualifying Service; and/or
- (l) Emergency maintenance and repair to the TIME Network that affects the Managed Service.

notwithstanding anything to the contrary in the General Terms.

10.2 Incident Reporting, Measurement and Closure:

- (a) **Incident Opening:** If the Customer experiences any interruptions or faults to the Managed Service, the Customer shall report the incident to the Service Desk. All such reported incidents results in the registration and opening of a trouble ticket with a reference number or identifier, and TIME will advise Customer of.
- (b) **Incident Closure:** TIME will inform Customer when it believes the incident is cleared, and subject to sub-paragraph (c) below, will close the trouble ticket when either Customer confirms that the Incident is cleared within 24 hours after being informed by TIME or TIME has closed the trouble ticket after unsuccessful attempts to contact Customer, by reasonable means, in relation to the Incident and Customer has not responded within 24 hours following TIME's attempt.

10.3 Attendance to Incidents Reported. TIME will restore the Managed Service reported by the Customer as quickly as possible, and in doing so may attend the Service Location to carry out necessary restoration work.

10.4 If:

- (a) Customer, confirms that the incident is not cleared within 24 hours after being informed that the incident is cleared, the trouble ticket will remain open, and TIME will continue to work to resolve the incident.
- (b) the incident is caused or contributed by the Customer, its servants, agents, invitees or any third party that gains access to the Service Location or the MSE, then the resolution of the incident shall be subject to Customer paying the costs incurred by TIME to trouble shoot and resolve the incident.

PART D – CHARGES

12. 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.

12.1 Recurring Charges

12.1.1 **MRC.** Throughout the Initial Service Term, Customer will pay the MRC invoiced by TIME, including all applicable GST and other taxes, duties or charges as may be imposed by a governmental authority as a result of, in connection with or arising out of the provision of the Managed Services, other than income taxes that TIME is to pay.

12.1.2 **MRC on Renewal.** The MRC payable on renewal shall be as stated in a new service order that is signed by Customer or in a proposal issued by TIME and accepted by Customer.

12.2 Deposits: Unless waived by TIME, Customer shall pay TIME a deposit, the amount of which is specified in the Service Order, and if none is specified then no deposit is required to be paid.

12.3 Cancellation Costs: Wherever stated in this Service Schedule that the Customer is to pay Cancellation Costs, such Cancellation Costs shall be equal to the aggregate of the following items:

- (a) any Charges waived by TIME previously;
- (b) the price of the MSE that was delivered and installed by TIME as part of the provision the MSE at the Service Locations;
- (c) if the type of Managed Service is Wireless IPVPN, then charges imposed by third party service providers to TIME for TIME to provide this type of Managed Service only;
- (d) all incidental costs and expenses incurred by TIME in carrying out preparatory work to provision the Managed Service; and

- (e) any charges imposed by third party suppliers or contractors to TIME (if any) in order for TIME to provide the Managed Service.

12.4 Termination Charges: Wherever stated in this Service Schedule that the Customer is to pay Termination Charges, as compensation to TIME, such Termination Charges shall be equal to the aggregate of the following items:

- (a) any Charges previously waived by TIME where the premature termination occurs during the Initial Service Term only;
- (b) the price of the MSE that was delivered and installed by TIME at the Service Locations;
- (c) if the type of Managed Service is Wireless IPVPN, then charges imposed by third party service providers to TIME for TIME to provide this type of Managed Service only;
- (d) any charges imposed by third party suppliers or contractors to TIME (if any) in order for TIME to provide the Managed Service; and
- (e) as compensation for early termination of the Managed Service during either the Initial Service Term or Renewed Service Term, a sum equal to fifty per cent (50%) of the MRC for the remaining months of either the Initial Service Term or Renewed Service Term (as the case may be), which is a genuine pre-estimate of damages.

12.5 Invoice Disputes. In addition to Clause 6.8 General Terms, if the Parties are unable to resolve the dispute as 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 the 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 to arbitration.

PART E - MISCELLANEOUS

13. TERMINATION

13.1 BY CUSTOMER

13.1.1 The Customer may, in addition to any right to terminate specified in General Terms, terminate the Managed Services if:

- (a) the Customer intends to vacate a Service Location provided that prior notice to vacate is given to TIME according to Paragraph 3.3.1 of this Service Schedule;
- (b) the persistent and regular failure of the Managed Service,

then the Customer shall notify TIME in writing and specifying the date of termination, whereupon Customer shall pay TIME the Balance Charges, any charges imposed by third party suppliers or contractors to TIME (if any) in order for TIME to provide the Managed Service and any third party charges that are due and payable by TIME in order to terminate the Managed Services, as invoiced by TIME but no Termination Charges are payable.

13.1.2 If TIME without reasonable cause or excuse fails, neglects or refuses to carry out or provide the Managed Service, then the Customer may issue a notice to TIME requiring TIME to do so, and if TIME does not do so within the time specified in the notice (which must be a reasonable time), the Customer may terminate this Agreement, and neither the Balance Charges nor Termination Charges are payable by Customer.

13.2 CROSS-TERMINATION

13.2.1 If a Qualifying Service is terminated either by the Customer or TIME, then the Managed Service is automatically terminated on the same day as the date of termination of the Qualifying Service and:

- (a) if the termination is by the Customer due to the fault of TIME, pursuant to Clause 8.1 or 8.3 of the General Terms, then only the Balance Charges is payable by Customer in order to transfer the ownership of the MSE to the Customer; or
- (b) if the termination is by TIME due to the fault of the Customer, pursuant to Clause 8.4 or 8.3 of the General Terms, then the Balance Charges and Termination Charges are payable by Customer, and TIME may invoice the Customer accordingly.



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13.2.2 Notwithstanding anything to the contrary in this Service Schedule, General Terms or any other service schedule, any termination of the Managed Service does not automatically terminate the Qualifying Service nor affect the continued provision of the Qualifying Service or the Parties obligations thereof.

13.3 BY TIME

13.3.1 Without prejudice to TIME's right to terminate pursuant to Clause 8.3 or 8.4 of the General Terms, TIME may terminate the Managed Services if:

- (a) the MSE is damaged, destroyed, stolen or vandalized whilst under the control of the Customer;
- (b) TIME has reason to believe that the Customer' has used the Managed Service in a manner contrary to Applicable Law and/or public policy.

and the Customer shall pay the Termination Charges and the Balance Charges to TIME

13.4 If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.5 General Terms, then only the Balance Charges shall be payable by Customer in order to transfer the ownership of the MSE to Customer, and neither Party shall be liable to the other Party for any losses, damages or expenses suffered.

13.5 Upon termination, TIME shall immediately cease the provision of the Managed Services to Customer and the Customer shall immediately cease the use of the Managed Service.

