SERVICE SCHEDULE D: ENTERPRISE DATA SERVICES

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, AND THE SPECIFIC PROVISIONS HEREIN APPLIES TO THE SPECIFIC SERVICE TYPE THAT IS SUBSCRIBED, IN ADDITION TO AND IN PREFERENCE OF OUR GENERAL TERMS.

PART A – THE SERVICE

1. SERVICE

1.1 **Types.** Our Enterprise Data Services comprises the following types that would be subscribed by Customer as specified in the applicable Service Order:

(a) Private Leased Line (**"PLL"**)

(b) Private Leased Line Plus (**"PLL+"**)

(c) International Private Leased Circuit (**"IPLC"**)

(d) International Ethernet Private Line (**"IEPL"**)

(e) Cloud Interconnect (**"CI"**)

(f) TIME Satellite connectivity (**"T-SAT"**)

(g) IPVPN (**"IPVPN "**)

(h) IPVPN Plus (**"IPVPN+"**)

(i) Cross Peninsular Cable System Plus ("**CPCS+"**)

(j) TIME Cloud Interconnect Direct (**TCID**)

(each type shall hereinafter be referred to as ***"Service"***)

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

Service Type	Service Description
(a) PLL	This is a private, dedicated symmetric connection or circuit connecting 2 or more customer's sites within Malaysia to the TIME Network. The network configuration may be point-to-point, point-to-multipoint, or multipoint-to-multipoint and is a Single Fibre Single Homed service configuration. The bandwidth options are from 2Mbps up to 10Gbps.
(b) PLL+	This is a private, dedicated symmetric connection or circuit connecting 2 or more customer's sites within TIME's Network. The network configuration may be point-to-point and point-to-multipoint. It provides SLA on network performances such as latency and packet loss.
(c) IPLC	This is a private, dedicated point-to-point private connection or circuit to interconnect customer's sites around the world to the TIME Network and is a Single Fibre Single Homed service configuration. IPLC is used for sending and receiving a combination of voice, data and video communications to each end-point of the IPLC being the customer's geographically dispersed offices at a guaranteed bandwidth basis as selected by the customer. IPLC requires at least one of the customer's site to be in Malaysia, and suitable and technically compatible customer equipment to be installed at each end-point.
(d) IEPL	This is a private, dedicated, secure and high-capacity point-to-point, using Ethernet over SDH/SONET, connection or circuit to interconnect customer's sites around the world to the TIME Network and is a Single Fibre Single Homed service configuration. IEPL is a scalable and flexible service. IEPL Service requires at least one of the customer's sites to be in Malaysia. IEPL allows customer to send any combination ofvoice, data and video communications on the dedicate line
(e) CI	A dedicated leased-line solution for customers to connect directly to their Cloud Service Provider (**"CSP"**) in Malaysia from a single office in Malaysia. It shares similar service description as IEPL. Bandwidth options are from 2Mbps upto 10Gbps.

(f) T-SAT	A satellite connectivity service which can deliver internet or data access to almost anywhere in Malaysia. The T-SAT service provides a dedicated connection or circuit from one or more customer's premises using a very small aperture terminal (VSAT) to strategically placed earth stations via satellite communication up to the TIME Network in order for the sending or receiving of voice, data and video communications, including internet access, using specified spectrum (e.g. C-Band orKu-Band). The satellite footprint of T-SAT service is Malaysia only. The T-SAT service may be connectivity for a single location, which may be via a secure dedicated bandwidth, or if connectivity is for multiple locations, the service wouldrequire bandwidth sharing amongst the various locations.
(g) IPVPN	This service is the creation of a virtual private network that connects customer's different offices at different locations within or outside Malaysia. The service enables customer to manage all voice, video, and data requirements in asingle, secure and convenient way. The features of the IPVPN service comprises a secure layer 3 private network, any-to-any network configuration, variable access options, end-to-end qualify of service management.
(h) IPVPN+	This is a private, dedicated symmetric connection or circuit connecting multiple customer's sites within Malaysia to the TIME Network. The features of the IPVPN+ service comprises a secure layer 3 private network, any-to-any network configuration, end-to-end service management and SLA on network performances such as latency and packet loss.
(i) CPCS+	This is a private, dedicated symmetric connection or circuit to customer's sites within Thailand Border to Singapore Border to the TIME Network. The network configuration is a Single Fibre Single Homed and Dual Path Dual Homed service configuration. The bandwidth options are from 10Gbps up to 100Gbps.
(j) TIME Cloud Interconnect Direct (TCID)	TIME Cloud Interconnect Direct is a dedicated connection to the cloud provider that is faster and more secure compared to conventional public Internet connections. It is a solution to establish a dedicated network connection from customer premises to Cloud Service Provider Platform and TIME will act as the Last Mile Provider in providing the Local Loop connections in Malaysia. TIME Cloud Interconnect Direct offers: • A private, secure line that reduces connection latency • An increase in cloud services availability • Rapid, flexible network deployment due to existing infrastructure • 24 x 7 support centre • 50Mbps to 10Gbps of bandwidth

1.3 **Service Summary:** Each of the Service types comprises a Standard Service Component and a Service Level Arrangement as detailed below. Deviation of the Standard Service Component (as referred below) is permissible with the written consent of TIME, and is subject to additional charges that TIME will notify you of, and for which you will pay TIME.

Service Type	What TIME will provide the Customer for each Service type(***"Standard Service Components"***)	Service Level Arrangement (***"SLA"***)
(a) PLL	(1) Provisioning of an Access Line from the nearest node of the TIME Network to each of the Customer's Service Locations, not being more than 300 meters, together with theinstallation of Service Equipment at each of the Customer's Service Locations. (2) The Access Line will be a Single Fibre Single Homed or Dual Path Dual Homed configuration. (3) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths. (4) Standard performance reports are available in TIME's Self Care portal where Customer may view the reports.	If PLL is a Single Fibre Single Homed, SLA is 99.7% If PLL is a Dual Path Dual Homed, SLA is 99.9%

(b) PLL+	(1) Provisioning of an Access Line from the nearest node of the TIME Network to each of the Customer's Service Locations, not being more than 300 meters, together with theinstallation of Service Equipment at each of the Customer's Service Locations. (2) The Access Line will be in Dual Path Dual Homed configuration. (3) Provide appropriate cabling to connect the ServiceEquipment at the standard cable lengths. (4) Standard performance reports are available in TIME's Self Care portal where Customer may view the reports.	SLA includes: 1. 99.9% service availability with Dual Path Dual Homed (Dual Handoff). 2. Network performances on latency and packet loss as stipulated in the Service Order Form.
(c) IPLC	(1) Installation and provisioning of an Access Line from the nearest node of the TIME Network to the Customer's Service Location in Malaysia, not being more than 300 meters. (2) Provisioning of an Access Line from the nearest TIME POP in the city and country where the other Customer Service Location is located, not being more than 300 meters. (3) The Access Line will be a Single Fibre Single Homed configuration. (4) Service Equipment installed at each of the Customer'sService Locations. (5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.	Not provided. If Customer requires an SLA or SLG then a separate agreement is to be entered with Customer
(d) IEPL	(1) Provisioning of an Access Line from the nearest node of the TIME Network to the Customer's Service Location in Malaysia, not being more than 300 meters. (2) Provisioning of an Access Line from the nearest TIME POP in the city and country where the other Customer Service Location is located, not being more than 300 meters. (3) The Access Line will be a Single Fibre Single Homed configuration. (4) Service Equipment installed at each of the Customer's Service Locations and provide appropriate cabling to connect the Service Equipment at the standard cables lengths. (5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.	Not provided. If Customer requires an SLA then a separate agreement is to be entered with Customer
(e) CI	(1) Provisioning of an Access Line from the nearest node of the TIME Network to the Customer's Service Location, not being more than 300 meters, and from the TIME Network to the Cloud Service Provider's Location, not being more than 300 meters from the nearest node and is a Single Fibre Single Homed service configuration.	If CI is a Single Fibre Single Homed, the SLA is 99.7%
(f) T-SAT	(1) Provisioning of a very small aperture terminals at the Customer's Service Locations only in Malaysia, to connect tothe TIME Network. (2) Installing Service Equipment at the Customer's	SLA is dependent on service design. TIME standard service design does not come with any

	Service Locations.	SLA. If Customer requires an SLA or SLG then a separate agreement is to be entered with Customer
(g) IPVPN	(1) (a) Provisioning of an Access Line from the nearest node ofthe TIME Network to each of the Customer's Service Locations, not being more than 300 meters, together with theinstallation of Service Equipment at each of the Customer's Service Locations. (b) Provisioning of an Access Line from the nearest TIME POP in the city and country where the other Customer Service Location is located, not being more than 300 meters. (2) All Access Lines will be a Single Fibre Single Homed or Dual Path Dual Homed configuration. (3) Service Equipment supplied and installed at each of theCustomer's Service Locations, and which is managed by TIME. (4) Provide appropriate cabling to connect the ServiceEquipment at the standard cables lengths. (5) Standard performance reports are available in TIME's Self Care portal where Customer may view the reports.	SLA includes: 1. 99.9% service availability with Dual Path Dual Homed. 2. 99.8% service availability with Single Fibre Single Homed and Backup by 4G/5G/FTTO. No performance assurance on the Backup Line. 3. 99.7% service availability with Single Fibre Single Homed.
(h) IPVPN+	(1) Provisioning of an Access Line from the nearest node of the TIME Network to each of the Customer's Service Locations, not being more than 300 meters, together with the installation of Service Equipment at each of the Customer's Service Locations. (2) The Access Line will be in Dual Path Dual Homed configuration. (3) Service Equipment supplied and installed at each of the Customer's Service Locations, and which is managed by TIME. (4) Provide appropriate cabling to connect the Service Equipment at the standard cable length. (5) Standard performance reports are available in TIME's Self Care portal where Customer may view the reports.	SLA includes: 1. 99.9% service availability with Dual Path Dual Homed (Dual Handoff). 2. Network performances on latency and packet loss as stipulated in the Service Order Form.
(i) CPCS+	(1) Provisioning of an Access Line from the nearest node of the TIME Network to the Customer's Service Location from Thailand Border to Singapore Border. (2) Provisioning of an Access Line from the nearest TIME POP in the city and country where the other Customer Service Location is located. (3) Service Equipment installed at each of the Customer's Service Locations and provide appropriate cabling to connect the Service Equipment at the standard cables lengths (4) Provide appropriate cabling to connect the	If CPCS+ is 1+R (Source Base Restoration - SBR) SLA is 99.7% If CPCS+ is 1+1+ N (Protection & Restoration Combined - PRC), SLA is 99.99%

	Service Equipment at the standard cables lengths.	
(j) TCID	(1) Provisioning of an Access Line from the nearest node of the TIME Network to each of the Customer's Service Locations, not being more than 300 meters, together with the installation of Service Equipment at each of the Customer's Service Locations. (2) The Access Line will be a Single Fibre Single Homed or Dual Path Dual Homed configuration. (3) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.	If TCID is a Single Fibre, SLA is 99.7% If TCID is a Dual Path Dual Homed, SLA is 99.9%

1.4 Service Resiliency Options

If Customer selects one of the following resiliency options in the applicable Service Order then against each type of resiliency option selected the following conditions shall apply and TIME will provide you with the selected resiliency option in accordance with this Service Schedule. If none are selected the Standard Service Components will apply:

Resiliency Option	Applicable Conditions to modify the Standard Service Components
1. Dual Fibre + Single Homed	(1) TIME will provide two fibre Access Lines from a Service Location to TIME's Network which is along the same path. (2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the TIME's Network.
2. Dual Path + Single Homed	(1) TIME will provide two fibre Access Lines from a Service Location to TIME's Network along two different paths. (2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the TIME's Network.
3. Dual Path + Dual Homed (Dual Handoff)	TIME will provide two fibre Access Lines from a Service Location to TIME's Network along two different paths connected to a two Service Equipment at the Service Location and at TIME's Network.
4. Dual Path + Dual Homed (Single Handoff)	(1) TIME will provide two fibre Access Lines from a Service Location to TIME's Network along two different paths. (2) The two fibre Access Lines will be connected to a single Network Node deployed in the Customer's Premise or datacentre. (3) The Customer's Equipment at the Service Location connects to the on-premise Network Node over a single fibre handoff.
4. Dual Path + Dual Service Provider	(1) TIME will provide one fibre Access Line from a Service Location to TIME's Network along a single path. (2) TIME will procure as your agent a second fibre Access Line from a third party service provider to connect from the same Service Location that the TIME Access Line is at. (3) The TIME Access Line will be connected to a Service Equipment at the Service Location and to the TIME's Network. (4) The OLNO Access Line will be connected to the third party service provider's equipment at the same Service Location (as in (3) above) and to the third party service provider's network. (5)

1.5 Service Limitation

1.5.1 The bandwidth subscribe for the Service is subject to Internet Protocol (IP) overhead loss of bandwidth within the standard ratio of not more than 6% against the Customer's subscribed bandwidth. Such a loss of bandwidth is to be treated as within normal parameters and is an acceptable industry norm. Customer must access TIME's approved speed test system (available at http://speed.time.com.my/) to obtain the actual

bandwidth utilisation reading. TIME will not recognise nor be bound by any speed test results on Customer's subscribed bandwidth unless such results are obtained through TIME's approved speed test system.

1.5.2 **Service Interruption/Fault:** Unless Paragraph 11 (SLG) of this Service Schedule applies, the Customer may experience interruptions or faults to the Service, and Customer shall report such interruptions and faults to the Service Desk. TIME does not warrant that the Service is error-free, without interruption or fault.

1.6 **Service Subscription.** You may subscribe for any of the above Service types as is evidenced by the applicable plan, Service Order and/or the Order Detail form; and accordingly the terms herein shall be applicable as may be appropriate.

1.7 **Value-Added Services.** You may subscribe for certain value added services as specified by TIME periodically, and such value added services would be subject to the specific terms and conditions as set out in this Service Schedule or in the applicable value added services specific terms. You may subscribe for the value added service at the same time or after you have subscribed for the Service, but you must satisfy the necessary and applicable prerequisites as set out in this Service Schedule or in the applicable value added services specific terms.

1.8 **Managed Services.** The Customer may subscribe for a Managed Service at any time, and if the Managed Service is subscribed is to commence on a date after the SCD of the Qualifying Service, the Managed Service will commence on the date notified by TIME, and notwithstanding anything to the contrary in this Service Schedule or the General Terms, 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. SERVICE PROVISION

2.1 General

2.1.1 If TIME must change a Service due to incomplete or inaccurate information provided by the Customer, TIME may, in its reasonable discretion, charge the Customer such additional charges that may be incurred for carrying out such a change.

2.2 Service Cancellation by Customer

2.2.1 Notwithstanding Clause 3.1 of the General Terms, Customer may cancel a Service Order for the Service identified in this Service Schedule in the case of:

(a) for PLL, PLL+, IPVPN, IPVPN+ and TCID Services, 100 days after the CRD has lapsed;

(b) for IEPL/IPLC and CPCS+, 180 days after the CRD has lapsed;

(c) for CI, 90 days after the CRD has lapsed; or

(d) for T-SAT, 120 days after the CRD has lapsed;

and such cancellation shall be without any liability to pay any Charges, and the Cancellation Costs (unless otherwise prescribed in this Service Schedule). For the avoidance of doubt, the references to "CRD" in this Paragraph refers to the original or first CRD as specified in the Service Order form and not to any revisions thereof (other than if revisions to the CRD is done pursuant to Paragraphs 2.3.1 or 2.3.2(a) below or pursuant to Customer's request).

2.2.2 If the Customer cancels a Service Order other than as permitted by the terms in this Service Schedule, the Customer shall pay the Termination Charges and Cancellation Costs which TIME will invoice the Customer, unless waived by TIME.

2.3 Service Cancellation by TIME

2.3.1 TIME shall complete the installation works 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 notify the Customer of the revised CRD.

2.3.2 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 (notwithstanding Paragraph 2.3.1 above);

(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.

2.3.3 TIME may, in addition to any other Paragraph in this Service Schedule, cancel a Service Order for the Services identified in this Service Schedule where:

(a) after the SCD, the Customer is in default of any of its obligations in this Service Schedule, and the Customer has failed, neglected or refused to remedy such defaults after receipt of a notice from TIME to do so by the date specified in such notice;

(b) if it is technically not feasible to provide the Service by the CRD, 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, other than all preparatory costs incurred by TIME (if any).

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 Standard Service Components or provision the Services are completed, 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 and use of any Standard Service Components over the Customer's network or at the Service Locations until the Service Order is terminated;

(c) prepare and maintain the Service Locations for the installation of Standard Service Components and supply of the Service;

(d) provide adequate space at the Service Locations to install the Standard Service Components, and you will make sure that the space for the Service Equipment is within reach of any other Service Equipment;

(e) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the Service Equipment and the Service at such points and with such connections as TIME specifies;

(f) 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;

(g) provide a suitable and safe working and operational environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;

(h) notify TIME of any health and safety rules and regulations and security requirements that apply at the Service Location;

(i) provide any electricity points required by TIME;

(j) provide any openings in buildings required to connect such Service Equipment to the Access Lines;

(k) provide internal cabling between the Service Equipment and any Customer Equipment, as appropriate;

(l) 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 or maintenance of the Service and carry out afterwards any work that may be required to make good any cosmetic damage caused during theinstallation or maintenance of the Service; and

(m) ensure that any floor loading limits will not be exceeded.

(n) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance of the Service;

(o) Customer grants TIME or shall procure or assist in the procurement of rights for TIME to install, place and affix the Standard Service Components at the designated areas in the Service Locations until the expiry of the Term.

3.1.2 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 Services.

3.1.3 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 or maintain the Standard Service Components or Services including set up, deliver and manage the Service, recover or remove any Service Equipment 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 Service Order is terminated. 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 and removal of the Service and all Service Equipment.

3.3.2 Substituting Service Location

(a) If the Customer intends to substitute a Service Location for another location ("Substituted Service Location") because it intends to vacate the first mentioned Service Location, the Customer shall notify TIME in writing at least one-hundred and twenty (120) days before the proposed date to vacate the first mentioned Service Location, and provide details of the Substituted Service Location.

(b) TIME will undertake a survey of the Substituted Service Location to determine its suitability and what if any will the costs be to undertake such a substitution. The cost of the survey will be borne by the Customer, unless waived by TIME.

(c) After completion of the survey, TIME shall give Customer a quote for such substitution and only if Customer agrees then TIME shall undertake the substitution, and TIME will invoice the Customer for all Extra Charges incurred in providing the Service to the Substituted Service Location and the decommissioning of the first-mentioned Service Location.

4. TIME & CUSTOMER'S EQUIPMENT

4.1 **Title & Ownership:** All equipment, apparatus and cables marked as TIME's (***"Service Equipment"***) shall belong to TIME. All equipment and apparatus identified as Customer's, which are not Service Equipment and includes equipment or apparatus of any third party engaged, contracted or appointed by Customer (***"Customer Equipment"***) shall belong to or be deemed to belong to Customer for the purposes of this Service Schedule. Nothing herein contained shall be construed as passing the legal and/or beneficial title in the Standard Service Components or Customer Equipment to either the Customer or TIME (respectively).

4.2 Customer Equipment.

4.2.1 Customer's Responsibility.

(a) The Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service Equipment or used in connection with a Service, including managing the configuration and software updates to Customer Equipment at each and every Service Location.

(b) The Customer shall ensure that any Customer Equipment so connected or used is connected and used in accordance with the relevant instructions and safety and security procedures applicable to the use of that Customer Equipment.

(c) The Customer shall ensure that any Customer Equipment that is connected to the Service or that is

used, directly or indirectly, in relation to the Service is (i) connected using the applicable TIME Network termination point, unless you have TIME's permission to connect by another means, and used in accordance with any instructions, standards, safety and security procedures applicable to the use of that Customer Equipment; (ii) adequately protected against viruses and other breaches of security; (iii) technically compatible with the Service and will not harm or damage Service Equipment, TIME Network, any OLNO's network or any of TIME's suppliers' or subcontractors' networks or equipment; (iv) configured to align with the Service; and (v) approved and used in accordance with the relevant instructions and Applicable Law.

(d) The Customer is responsible for the cable connecting the Service Equipment to the Customer Equipment, unless otherwise agreed by TIME.

4.2.2 **Type Approved:** The Customer shall ensure that any Customer Equipment attached or connected (directly or indirectly) to the Service Equipment by the Customer is technically compatible with the Service and type approved for that purpose under any Applicable Law. TIME does not make any commitment with respect to the interoperability between the Service Equipment and Customer Equipment.

4.2.3 **Disconnecting Customer Equipment:** If Customer Equipment connected to a Service Equipment is neither type approved nor agreed by TIME, TIME may require the Customer to remove the same. If the Customer does not do so within 14 days, then TIME may disconnect the Customer Equipment and suspend the Service until the Customer Equipment is typed approved or TIME's agreement (which agreement is not unreasonably delayed or conditioned) is provided.

4.3 TIME's Equipment

4.3.1 **Prior approval required:** Service Equipment may be connected to the Customer Equipment if Customer either approves in writing (which approval is not unreasonably delayed, conditioned or refused), or if Customer does not object (in which case Customer is deemed to have approved the same). If TIME request for Customer's approval and Customer does not reject within three (3) days, the Customer shall be deemed to have approved the connection of the Service Equipment to the Customer Equipment.

4.3.2 **Replacement of Service Equipment:** If any Service Equipment is found to be faulty, is damaged, malfunctions or is at 'end of useful life', TIME shall remove and replace such Service Equipment or part thereof at TIME's own cost, UNLESS if it is due to a breach of Paragraph 4.3.3 or due to Paragraph 4.3.4.

4.3.3 **Protection of Service Equipment:** The Customer is

(a) to take all reasonable care to protect and safeguard the Service Equipment as if the same were their property, whilst the Service Equipment is at the Service Location;

(b) The Customer will not move, add to, modify or in any way interfere with the Service Equipment, nor permit any other person (other than a person authorised by TIME) to do so;

(c) not to remove or re-locate the Service Equipment or any part thereof, (other than pursuant to TIME's written consent), TIME may recover the cost or expense incurred by TIME as a result of any lost or wasted time locating the Service Equipment and/or any failed visits;

(d) not to dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to TIME's written consent), the Customer shall indemnify TIME against all claims, losses, costs, expenses and liabilities (including any fines levied upon TIME) incurred by TIME as a consequence thereof and Customer shall further pay TIME the Termination Charges;

(e) not to do anything to the Service Equipment other than pursuant to a written instruction from TIME nor perform any jointing or splicing, or connect any other cable or equipment as an electrical connection;

(f) not to remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

4.3.4 **Damage to Service Equipment.** The Customer will be liable to TIME for any loss of or damage to the Service Equipment or any part thereof whilst at the Service Location (including all costs and expense of rectifying or replacing such Service Equipment (including manpower, transportation and installation costs), other than if due to a Force Majeure Event, fair wear and tear, or acts or omissions of TIME or TIME Team, if:

(a) such loss or damage is due to:

(i) negligent acts or omissions of the Customer, its servants or agents; or

(ii) negligent acts or omissions of the Customer, its servants or agents that causes:

(1) an electrical power surge, fluctuation of voltage, poor electrical power quality or poor or lack of earthing;

(2) a failure or malfunction of the environmental control system (if required to mitigate the risk of overheating to Service Equipment or any Customer's Equipment which then affects the Service Equipment); or

(3) water (including from a sprinkler) or other fire prevention/protection system to be triggered,

(b) after Customer approves or is deemed to have approved the connection of the Service Equipment to the Customer Equipment, such damage or destruction is as a result of being connected to the Customer Equipment.

5. RENEWAL OF INITIAL SERVICE TERM.

5.1 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, 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 Service is:

6.1 a PLL and PLL+ Service type

6.1.1 with a Burstable Plan: If Service subscribed is PLL or PLL+ service type only, with Burstable Plan (as specified in the Service Order), then the following conditions apply:

(a) TIME will make available on an "always-on" basis additional bandwidth not more than 100% of the subscribed bandwidth of the PLL or PLL+ Service unless otherwise stated in the Service Order form, but inany event not more than the 100% of the subscribed bandwidth. If the Service Order form is left blank then the maximum 100% subscribed bandwidth shall be applicable;

(b) TIME will configure the system accordingly. Any change to the original configuration after the Service is provisioned may be requested by Customer but Customer may have to pay additional charges that TIME may impose;

(c) If the additional bandwidth is used for not more than 36 hours in a month, then there is no Extra Charge that Customer is to pay TIME;

(d) If the additional bandwidth is used for 36 hours and more in a month, then (i) for the first 36 hours,no Extra Charge and (ii) for the time thereafter being from the 36th hour Customer will be charged the Extra Charge based on the unit rate as specified in the quotation issued by TIME before the Service was subscribed.

(e) The total additional bandwidth used by Customer is to determine the 95th percentile.

(f) The Extra Charge will be issued in the invoice in the next Billing Cycle.

(g) This VAS is activated by Customer accessing TIME's Self Care portal, which shall be deemed to be confirmation by Customer of using this VAS.

6.1.2 with a Bandwidth on Demand Plan: If Service subscribed is PLL or PLL+ service type, with Bandwidth on DemandPlan (as specified in the Service Order), then the following conditions apply:

(a) TIME will make available additional bandwidth equal to 200% of the subscribed bandwidth of the PLL or PLL+ Service when Customer request. This service requires the Customer to manage the utilizationthrough TIME's Self Care portal. Customer agrees to be bound by actions it takes via the TIME Self Care portal;

(b) The additional bandwidth requested will be in multiple of 5Mbps.

(c) If after a request for additional bandwidth is made, and whether or not the Customer actually uses the additional bandwidth the Customer shall pay TIME the Extra Charges for the additional bandwidth, calculated by multiplying the bandwidth unit rate (being RM per month per Mbps) as specified in the quotation provided by TIME to Customer prior to the subscription of the Service by the number of 5Mbps blocks.

(d) The additional bandwidth will be provisioned from the date recorded in the Self Care portal until the

next Billing Cycle.

(e) The Extra Charge will be issued in the invoice in the next Billing Cycle.

(f) This VAS is activated by Customer accessing TIME's Self Care portal, which shall be deemed to be confirmation by Customer of using this VAS.

6.2 IPLC and/or IEPL Service type

6.2.1 Where the subscribed Service is either IPLC or IEPL, then TIME may use OLNOs in the country where the Service Locations are located to provide the local Access Line from the TIME POP to that Service Location.

6.2.2 TIME may procure the necessary service from the OLNO, but such procurement by TIME is as agent of the Customer and not as principal, and such OLNO may bill TIME and TIME may pay such invoice on behalf of the Customer. For the avoidance of doubt, if Customer is required by Applicable Law to purchase the Service from an OLNO, TIME may, manage the Service as your agent, and may charge you an Extra Charge (if any).

6.2.3 If TIME pays the OLNO before receiving any payment from the Customer, TIME may off-set such payments it makes to the OLNO from sums that TIME receives from Customer.

6.2.4 If Customer terminates the IEPL or IPLC Service either before the expiry of the Initial Service Term or the Renewed Service Term, other than due to the fault of TIME, then Customer shall pay TIME the Balance Charges, the Termination Charges and any charges that may be imposed by the OLNO.

6.2.5 If termination by Customer is pursuant to Clause 8.1 General Terms then Customer does not have to pay the Balance Charges or any Termination Charges, but Customer shall reimburse TIME all OLNO charges attributable to the IEPL or IPLC Service that is invoiced by the OLNO. TIME will provide the information to Customer and Customer may either pay TIME for TIME to pay the OLNOs or pay the OLNOs direct.

6.2.6 If Customer requires any performance reports from TIME, Customer is to request of the type of information that TIME is to report to Customer, and TIME will use its reasonable endeavours to provide the requested information in the form of a report (as determined by TIME). If the information to be provided by TIME requires TIME to incur any costs and expense, then prior to providing such report to the Customer, TIME will submit a quotation and if Customer agrees then the provision of the reports will be subject to the payment of additional charges as set out in the quotation, by the Customer. TIME may add these additional costs to the periodic invoices TIME issues to the Customer.

6.3 CI Service type

6.3.1 The Customer shall procure the necessary connectivity from the CSP's demarcation point to the CI's demarcation point as specified by TIME, and notwithstanding any delay or failure to obtain such cross connection or interconnection, the Service shall be commissioned by TIME and the Customer shall pay and continue to pay the Charges.

6.3.2 If the Customer request that TIME defers the date for the SAT, TIME may do so provided that the Customer agrees to pay any additional costs and expenses that TIME may incur as a result of the deferment PROVIDED ALWAYS THAT such deferment shall not be more than 30 days, and if it is then the Service shall be deemed to have been commissioned and the SCD shall be the 31st day after the date of the SAT, and thereafter TIME may invoice the Customer the Charges.

6.3.3 The Customer shall continue to pay the Charges even if the Customer's ability to use the cloud services has been terminated by either the Customer or the CSP, is barred, suspended or deactivated by the CSP or the CSP has migrated its cloud service platform to another location different from where the CI Service was originally provided to. This Paragraph shall apply even if the cloud services are resold by TIME to Customer, as such cloud services are wholly independent of the subscribed Service in this Service Schedule.

6.3.4 If the Customer request TIME to change the Service Location from the place where the CSP was first located to the new location, and if TIME so agrees, TIME may charge the Customer for all costs and expenses that is incurred by TIME to implement such a change.

6.3.5 If Customer terminates the CI Service, then the Balance Charges and Termination Charges shall be applicable, except if the termination is pursuant to Clause 8.1 General Terms.

6.4 T-SAT Service type

6.4.1 Where the subscribed Service is T-SAT, TIME requires the Customer to make available at the Service Locations sufficient space for the installation of Service Equipment with unobstructed line of sight, which shall be maintained throughout the Initial Service Term and any Renewed Service Term.

6.4.2 TIME shall monitor the Customer's use of the Service to ensure compliance with TIME's obligations to the Satellite Owner and the Customer shall comply with any reasonable requirements to ensure the compatibility of the Customer's Equipment with satellite signals transmitted.

6.4.3 Any Service Equipment installed by TIME is solely for the use on the TIME Network and for accessing the Service. No third party is permitted to do anything to enable such Service Equipment to be used on a third party's network or service.

6.4.4 If termination by Customer, other than pursuant to Clause 8.1 General Terms, Customer shall pay the Balance Charges and Termination Charges.

6.4.5 If the termination by Customer is pursuant to Clause 8.1 General Terms, then Customer does not have to pay the Balance Charges or any Termination Charges, but Customer shall pay the third party Satellite Owner charges attributable to the T-SAT Service.

6.5 IPVPN and IPVPN+ Service Type

6.5.1 The IPVPN or IPVPN+ Service type is either a standard solution (as referred to in Paragraph 1.3 of this Service Schedule) or a customized solution.

6.5.2 If the IPVPN or IPVPN+ is a customized solution, TIME shall submit a technical and financial proposal to Customer for the provision of the IPVPN or IPVPN+ Service. Upon the acceptance of the said proposal, will the IPVPN or IPVPN+ Service be provisioned.

6.5.3 If the IPVPN or IPVPN+ is a standard solution:

(a) TIME provides a network-based IPVPN or IPVPN+ Service only;

(b) Customer must subscribe for either a PLL Service type or an Internet Direct Service type (as defined in Service Schedule E) from each of the Service Location to the TIME Network;

(c) IPVPN is only available if at least one Service Location is in Malaysia;

(d) The SCD is when the last Service Location has passed the SAT and the IPVPN or IPVPN+ service can be used by the Customer;

(e) TIME will supply, install, configure and manage the necessary Service Equipment (that TIME has determined) for the IPVPN or IPVPN+ service at all Service Locations. The Customer does not have to select the Service Equipment;

(f) All customs duties, excise and taxed applicable to the importation of the Service Equipment to the country where a Service Location is at is to be borne by the Customer, unless TIME is able to locally source such Service Equipment. TIME will advise the Customer if such customs duties, excise and taxes are not applicable;

(g) The scope of TIME's responsibility with regards to the maintenance of the Service Equipment is to undertake fault management, firmware updating and installing patches issued by Service Equipment manufacturer or supplier and hot swaps of defective or malfunctioning Service Equipment;

(h) Customer will permit TIME Team to access the Service Locations in order to carry out TIME's scope of responsibility under this Paragraph 6.5 of this Service Schedule including carrying out the maintenance and/or management of the Service Equipment;

(i) If Customer provides or uses its own equipment for the IPVPN or IPVPN+ service to be connected to:

(i) TIME must expressly consent in writing to the use of Customer own equipment, and if TIME does not consent, TIME may cancel the Service Order and the Customer is liable for the Cancellation Costs.

(ii) If TIME agrees to the use of Customer's own equipment, TIME does not provide nor is TIME responsible or liable for configuration and commissioning, change management, firmware updating and installing patches to the firmware, and proactive fault management for any Customer's Equipment (including routers) that are not Service Equipment;

(iii) The configuration of the Customer's Equipment is the Customer's responsibility and the Customer will do so according to the configuration instructions that are issued by TIME in writing; and

(iv) The Customer will maintain the Customer Equipment in order to continue the Service. If the

Customer fails to maintain the Customer Equipment and the Service is affected, TIME is not liable for any failures, interruptions or loss of quality of the Service notwithstanding anything stated to the contrary in this Service Schedule. If Customer request TIME to attend and resolve the problem or fault with the Customer Equipment, TIME may charge the Customer additional charges to do so.

(j) Customer nor any third party is permitted to do anything to change or modify the Service Equipment unless expressly instructed by TIME in writing;

(k) Customer is responsible for the proper use of any user names, personal identification numbers and passwords used with the Service Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorized persons.

(l) The Service Location and facility must be certified by TIME during service delivery.

(m) Demarcation of all accessories, additional hardware cards and modules will be determined by the type of router package selected by the Customer. If the package is a managed router, all the accessories, additional hardware cards and modules shall be owned by TIME.

(n) IPVPN or IPVPN+ must be used with TIME's connectivity service. IPVPN using third party connectivity is not eligible for SLG.

(o) If the IPVPN or IPVPN+ service is provided with a SLG then the applicable SLG for the IPVPN or IPVPN+ service is for each Service Location connected to the TIME Network and depends on the actual configuration ofthe connectivity between that Service Location and the TIME Network or TIME POP (as the case may be). *For example – if an IPVPN Customer has 3 different Service Locations connected to the TIME Network and the configuration for each Service Location is Single Fibre Single Homed (for 2 Service Locations) and Dual Path Dual Homed (for 1 Service Location) then the applicable SLG is 99.5% for the 2 Service Locations with Single Path Single Homed configuration and 100% for the 1 Service Location with Dual Path Dual Homed configuration. For IPVPN+, it only provides SLG 99.9% with Dual Path Dual Homed configuration of the connectivity between that Service Location and the TIME Network.*

(p) The SLG shall only commence when the IPVPN or IPVPN+ service is available at all of Service Locations. If some but not all of the Service Locations are where the IPVPN or IPVPN+ service is available, no SLG is applicable until all Service Locations have the IPVPN or IPVPN+ service activated.

6.6 CPCS+ Service Type

(a) TIME provides a level 1 connectivity service from 10Gbps to 100Gbps only;

(b) Customer must subscribe for CPCS+ from each of the Service Location to the TIME Network;

(c) CPCS+ is only available for the service location that is available with ASON technology from Thailand border to Singapore border. The SCD is when the last Service Location has passed the SAT and the CPCS+ service can be used by the Customer;

(d) TIME will supply, install, configure and manage the necessary Service Equipment (that TIME has determined) for the CPCS+ service at all Service Locations.

(e) The scope of TIME's responsibility with regards to the maintenance of the Service Equipment is to undertake fault management, firmware updating and installing patches issued by Service Equipment manufacturer or supplier and hot swaps of defective or malfunctioning Service Equipment;

(f) Customer nor any third party is permitted to do anything to change or modify the Service Equipment unless expressly instructed by TIME in writing;

(g) Customer is responsible for the proper use of any user names, personal identification numbers and passwords used with the Service Equipment, and you will take all necessary steps to ensure that they're kept confidential, secure and not made available to unauthorized persons.

(h) The Service Location and facility must be certified by TIME during service delivery.

(i) CPCS+ must be used with TIME's connectivity service. CPCS+ using third party connectivity is not eligible for SLG.

(j) If the CPCS + service is provided with a SLG then the applicable SLG for the CPCS+ service is for each Service Location connected to the TIME Network and depends on the actual configuration of the connectivity between that Service Location and the TIME Network or TIME POP (as the case

may be). For example – if a Customer has 3 different Service Locations connected to the TIME Network and the configuration for each Service Location is 1+R path (for 2 Service Locations) and 1+1+N path (for 1 Service Location) then the applicable SLG is 99.7% for the 2 Service Locations with 1+R configuration and 99.99% for the 1 Service Location with 1+1+N configuration.

(k) The SLG shall only commence when the CPCS+ service is available at all of Service Locations. If some but not all of the Service Locations are where the CPCS+ service is available, no SLG is applicable until all Service Locations have the CPCS+ service activated.

(l) If the 1+0 path is only able to support CPCS but not CPCS+, the SLA/SLG will be remained as current CPCS (99.7%) offered.

(m) Services provided at sites in Singapore and Thailand are restricted to offering 1+1 protection instead of 1+1+N due to the presence of only two available paths connecting back to the domestic area.

6.7 TCID Service Type

(a) TIME provides a level 2 connectivity service with Point-to-Point over Metro Ethernet platform to the cloud service providers;

(b) The SCD is when the last Service Location has passed the SAT and the TCID service can be used by the Customer;

(c) TIME will supply, install, configure and manage the necessary Service Equipment (that TIME has determined) for the TCID service at all Service Locations. The Customer does not have to select the Service Equipment.

(d) The scope of TIME's responsibility with regards to the maintenance of the Service Equipment is to undertake fault management, firmware updating and installing patches issued by Service Equipment manufacturer or supplier and hot swaps of defective or malfunctioning Service Equipment;

(e) Customer nor any third party is permitted to do anything to change or modify the Service Equipment unless expressly instructed by TIME in writing;

(f) Customer is responsible for the proper use of any user names, personal identification numbers and passwords used with the Service Equipment, and you will take all necessary steps to ensure that they're kept confidential, secure and not made available to unauthorized persons

(g) The Service Location and facility must be certified by TIME during service delivery.

(h) TIME Cloud Interconnect Direct (TCID) support below Cloud Provider:

1) Microsoft Azure ExpressRoute

2) Google Cloud Interconnect

3) AWS Direct Connect

4) Alibaba Express Connect

5) TIME Cloud Services

PART B – SERVICE DELIVERY AND MANAGEMENT

7. OUR OBLIGATIONS

7.1 Service Delivery/Provisioning

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

(a) use reasonable endeavors to meet the CRD.

(b) procure all local authority permissions, consents and approvals (***"ROW Consents"***) that are necessary for TIME to provision the Service at the Service Locations;

(c) comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Service Location(s) and 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;

(d) 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"***);

7.1.2 Service Locations Technical Surveys

(a) TIME will (where necessary) arrange for any technical surveys to be conducted before the CRD to confirm the availability of a suitable Access Line to the Service Location(s) and the suitability of the Service Locations;

(b) The technical surveys are to be completed in sufficient time so that the CRD may be met, unless the engineering work required makes it impracticable for the CRD to be achieved. In such a case,TIME shall notify the Customer of the revised CRD;

(c) If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Service Location(s), TIME may provide a new quote to Customer, detailing the charges that the Customer will need to pay for the engineering work to be completed.

(d) Within 14 days of TIME providing the quote, Customer is to either accept or reject the quote, and if Customer:

(i) rejects the quote, TIME will cancel the applicable Service Order for the provision of Service and TIME will have no obligation to provide the Service nor will the Customer beliable for any Cancellation or Termination Charges;

(ii) accepts the quote, then TIME will either (1) cancel the existing Service Order to the affected Service Location and generate a new Service Order for the affected Service Location or (2) issue a variation to the existing Service Order to reflect the agreement ofthe Customer to pay the additional charges for the engineering works and in either casewill arrange for the additional engineering works to be carried out and completed by therevised CRD will be provided.

7.2 **Commissioning of the Service:** After completing the installation works, TIME will:

(a) prior to conducting the Service Acceptance Test, inform Customer of the date of the SAT to be present to witness the SAT;

(b) on the SAT date, conduct a series of standard tests on the Service to ensure that it is configured correctly;

(c) if the SAT is successful, TIME will issue the SAT Form to the Customer; which SAT form will, *inter alia*, state the SCD; and

(d) if the Customer does not return or sign the SAT Form (at the designated place) within three (3) days of the SAT Form being issued, the Customer shall be deemed to have accepted the results of the SAT and concurred with the information stated in the SAT Form including the SCD.

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

(a) 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;

(b) will work with the relevant supplier or OLNO (as the case may be) to restore Service as soon as practicable during Local Contracted Business Hours if TIME detects, or if you report an Incident on the Access Line;

(c) where TIME has a web portal for Customer's access, we will maintain such a web portal to provide you with online access to performance reports; and

(d) may carry out any maintenance to the Standard Service Components (including to and/or upgrading of TIME's Network) from time to time and will endeavour to inform you: (i) 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; and (ii) without undue delay for scheduled Access Line maintenance by a 3rd party supplier or OLNO.

7.4 **The End of the Service:** Upon expiry of the Term, TIME will disable the Customer's ability to use the Service, and may either disconnect and remove any Service Equipment located at the Service Location(s) or instruct the Customer to do so. If TIME is to disconnect and remove the Service Equipment, TIME shall give reasonable prior notice to Customer specifying the date when TIME intends to attend each Service Location to remove the Service Equipment. At the appointed date, Customer shall make available its personnel to

witness the disconnection and removal of the Service Equipment.

8. CUSTOMER'S OBLIGATIONS

8.1 **Service Delivery:** Before the CRD and, where applicable, throughout the provision of the Service, the Customer will:

(a) provide all reasonable assistance to TIME in securing the ROW Consents referred to in Paragraph 7.1.1 above;

(b) Do all things required and specified in Paragraph 3.1.1 above;

(c) provide TIME with any information reasonably required without undue delay;

(d) provide TIME with the names and contact details of any individuals authorised to act on your behalf for 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 Service as may be provided by TIME periodically.

(f) provide and maintain Customer's own internal network from the customer's side of the Service Management Boundary and its interface and also ensure that the protocols and applications you use will be compatible with the Service and will operate satisfactorily when using the Service;

8.2 **Commissioning of the Service:** After completion of the works by TIME and upon receipt of the notice referred in Paragraph 7.2(a) above, Customer shall:

(a) attend to witness the SAT;

(b) carry out any tests at the Customer Equipment or at the Customer's side of the Service Management Boundary as may be required;

(c) undertake such acts or refrain from taking such acts as may be instructed by TIME when carrying out the SAT.

8.3 **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 Service, but you agree to continue to pay the Charges even if you do not obtain such Permit.

(b) comply with the incident reporting procedure that TIME provides you in respect of each type of Service;

(c) immediately disconnect any Customer Equipment or advise TIME to do so at your expense, if Paragraph 4.2.3 applies;

(d) connect equipment to the Service only by using the specified network termination equipment (***"NTE"***) at the Service Location(s);

(e) take all reasonable steps to prevent unauthorised access to the Service; and

(f) adhere to applicable requirements specified in Applicable Laws.

8.4 **The End of the Service:** On termination of the Service, or expiry of the Term, you will:

(a) provide TIME with all reasonable assistance necessary to remove Service Equipment from the Service Location or if so instructed by TIME, arrange for any Service Equipment located at the Service Location to be returned to TIME;

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

9. SERVICE MANAGEMENT BOUNDARY

9.1 TIME will provide and manage the Service as set out in the applicable Service Order up to the Customer's side of the Service Equipment, including the provisioning, maintenance and management of all elements up to the Service Equipment that connects to the Customer Equipment (***"Service Management Boundary"***).

9.2 TIME will have no responsibility for the Service beyond the Service Management Boundary.

9.3 Customer shall be responsible for the Service from the Customer's side of the Service Management Boundary, which is from the cross-connection port or panel at the Service Equipment that connects to the Customer

Equipment at the Service Location.

9.4 TIME will not be liable for any Service impairment, interruption or other impacts caused by the physical extension, except where TIME agrees to take responsibility for ordering and managing the extension of the connectivity of the Access Line from a third party room to the Customer Equipment located at the Service Location where the Service Equipment will be installed.

PART C – SERVICE LEVELS

10 SLAs for NETWORK AVAILABILITY and NETWORK PERFORMANCE

10.1 Service Level Arrangement: Unless otherwise indicated in the applicable Service Order the type of Service is provided with the appropriate SLA as indicated in Paragraph 1.3 to this Service Schedule. THESE SLAs ARE NOT SUBJECT TO ANY SERVICE CREDIT REGIME OR THE PROVISION OF ANY COMPENSATION TO THE CUSTOMER IF TIME DOES NOT MEET THE SLAs FOR ANY REASON WHATSOEVER. THE SLAs ARE PROVIDED IN GOOD FAITH OF TIME'S WILLINGNESS TO ACHIEVE THAT LEVEL OF SERVICE BUT WITHOUT ANY LIABILITY TO TIME FOR ANY FAILURE OR NON ACHIEVEMENT.

11. SLGs for NETWORK AVAILABILITY and NETWORK PERFORMANCE

11.1 General

11.1.1 Unless this Paragraph 11 applies, the Customer may experience interruptions, faults or performance degradation to the Service, andCustomer shall report such interruptions and faults to the Service Desk.

11.1.2 The terms set out in this Paragraph 11 is only applicable to the Eligible Service that is subscribed by the Customer, and it is expressly acknowledged by the Customer, that this Paragraph 11 does not apply to any of the Service unless the Service subscribed by Customer is the Eligible Service.

11.1.3 A SLG is a guarantee issued by TIME that TIME's Network available uptime (***"Available Time"***) or Network performance *("**Performance Time**")* will meet the level of network availability or network performance as specified in Paragraph 11.2.1, at the percentage as selected by you in the Service Order, ESA or EMSA (as the case may be) for the Eligible Service The SLG will always be expressedas a percentage, and TIME WILL PROVIDE YOU WITH SERVICE CREDITS AS SPECIFIED IN PARAGRAPHS 11.3 AND 11.4 BELOW FOR FAILURE TO MEET THE SLG.

11.1.4 Incident Reporting, Measurement and Closure:

(a) The Unavailable Time will be measured by TIME starting from when Customer reports an Incident and ending when TIME closes the Qualifying Incident.

(b) **Incident Opening:** 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.

(c) **Incident Closure:** TIME will inform Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (d) 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.

(d) If Customer however, confirms that the Qualifying Incident is not cleared within 24 hours following being informed that the Incident is cleared, the trouble ticket will remain open, and TIME will continue to work to resolve the Qualifying Incident.

11.1.5 **Attendance to Incidents Reported.** TIME will restore the Service reported by the Customer if the Incident is a Qualifying Incident only, as quickly as possible.

11.1.6 The amount of the Unavailable Time for a month is the aggregate of all periods of Qualifying Incident ticket opening to its closure in that month, and this aggregate is then used as the value referred to as ***"t0"*** in Paragraph 11.3 below.

11.1.7 The amount of Unavailable Time is not accumulated from one month to the next i.e. the calculation starts from zero at the beginning of each month.

11.2 Scope of SLG

11.2.1 Only Eligible Services are eligible for the SLG and the service credit regime below. The SLG is as specified for the Eligible Service identified below, and is only applicable if it is so specified in the Service Order.

the Eligible Service	Service Level Guarantee ("SLG") with connectivity configuration of	
	Single Fibre Single Homed Configuration	Dual Path Dual Homed (Dual Handoff) Configuration
PLL	99.5% or 99.7%	99.9% or 100%
PLL+	-	99.9%
IPVPN	99.5% or 99.7%	99.9% or 100%
IPVPN+	-	99.9%

Note (1) – Please refer to Paragraph 11.2.2 below for details.

the Eligible Service	Service Level Guarantee ("SLG") with connectivity configuration of	
	1+ R (Source Base Restoration – SBR) Configuration	1 + 1 + N (Protection & Restoration Combined – PRC) Configuration
CPCS+	99.7%	99.99%

Note (2) – Please refer to Paragraph 11.2.5 below for details.

For the avoidance of doubt, the following Service types are subject to the SLG requirement mentioned below.

Service type	SLG requirement
(b) IPLC	No SLG provided unless specified in a separate agreement if Parties agree.
(c) IEPL	No SLG provided unless specified in a separate agreement if Parties agree.
(d) CI	No SLG provided unless specified in a separate agreement if Parties agree.
(e) T-SAT	No SLG provided unless specified in a separate agreement if Parties agree.
(f) TCID	No SLG provided unless specified in a separate agreement if Parties agree.

11.2.2 The SLG for IPVPN or IPVPN+ as specified above is subject to Paragraph 6.5.3(o) of this Service Schedule. For clarity the SLG is for each Service Location connected to the TIME Network or TIME POP and depends on the actualconnectivity configuration thereof.

11.2.3 The network availability is measured from the Service Equipment to the TIME Network for each Access Line of the Eligible Service, for so long as it is within the Service Management Boundary.

11.2.4 The network performance is measured within TIME Network only, excluding the performance of Access Line or last mile of the Eligible Service.

11.2.5 The Service Levels in this Service Schedule will not apply during any trial period of the Eligible Service.

11.2.6 The SLG for CPCS+ as specified above is excluding last mile fiber diversity/dual route, faulty card/module replacement and the criteria mentioning from the Paragraph 11.6 of this service schedule.

11.3 **Calculation of SLG:** The SLG of the Service shall be calculated based on the following formula:

$$ASLG = A\% - (((ts - t0) \div ts) \times 100)$$

Where:

"ASLG" is the difference between the committed SLG and the actual service level attained in a month
"A%" is the SLG in percentage terms selected by Customer as identified in the Service Order.
"ts" is the Total Service Minutes per month.
"t0" is the Unavailable Time or Non-Performance Time in minutes per month.

11.4 Service Credits

11.4.1 In the event of network unavailability due to a Qualifying Incident, you are entitled to a service credit against the MRC payable by you.

11.4.2 Service credit is calculated after deducting all discounts and other special pricing arrangements from the MRC and excludes applicable governmental fees, taxes or surcharges, which will still be payable by you. The service credit will be based on MRC payout percentage as specified in Paragraph 11.4.3 below.

11.4.3 Service credit shall be calculated as follows, unless otherwise specified in the Service Order:

Actual service level attained in a month	Service credit against MRC (%)
ASLG ≥ A%	0
0.2% ≤ ASLG < 0.001%	2
0.4% ≤ ASLG < 0.211%	4
0.6% ≤ ASLG < 0.411%	6
1.7% ≤ ASLG < 0.611%	8
ASLG < 1.711%	10

11.4.4 If there is any dispute between the calculation of network availability or network performance per month and total minutes of Unavailable Time or Non-Performance Time; the total minutes of Unavailable Time or Non-Performance Time is deemed accurate.

11.4.5 The Parties agree that service credits are a genuine pre-estimated of the damages that may be suffered by Customer and that the payment of any service credit by TIME is the exclusive remedy for failure of TIME to meet the SLG subscribed and is in full and final settlement of any claim which you may have for losses caused by the failure to meet the SLG subscribed.

11.4.6 Service Credits for the SLG subscribed for the Eligible Service during either the Initial Service Term or any Renewed Term, will in aggregate be up to a maximum amount equal to one hundred per cent (100%) of the MRC for the Service.

11.5 **Eligibility to Claim Service Credit:** Customer's service credit entitlement is subject to following conditions:-

(a) Should you experience any disruption to your service due to network unavailability, you must immediately report the Incident to the Service Desk, with a copy to your designated client manager.

(b) You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with Paragraph 11.5(b) of this Service Schedule will constitute a waiver of any claim for Service Credits for that calendar month.

(c) Any claim for service credit must be made in writing to TIME, addressed to your designated client manager, together with a copy of the Service Order that evidences the application of the SLG is attached.

(d) Upon verification of your claim, TIME shall issue a "Service Incident Report" ("SIR") to you as evidence of service credit payable. All service credit entitlement and claims are subject to TIME's approval. In the event of a dispute with regards to your eligibility to make a claim or as to the quantum of the claim payable to you, TIME's decision on the matter or issue is final.

(e) Upon receipt of a valid request for Service Credits in accordance with Paragraph 11.5(b), TIME will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the SIR being issued; and following expiry or termination of the Agreement where no further invoices are due to be issued by TIME, TIME will pay you the Service Credits within a reasonable time or TIME may set off the amount of service credit against any other outstanding charges owing to TIME by you for any other service subscribed by you.

11.6 **Exclusions:** The excluded events are any one or more of the following:

(a) Additional time taken by the Customer to perform confirmation testing after the Eligible Service is restored;

(b) Errors, interruptions or suspensions, without complete outage such as quality of transmission, congestion or low bit rate returns;

(c) Fault caused by or arising from Customer's Equipment or by your own acts, misconduct,negligence

or omissions;

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

(e) Submarine cable repairs due to cable damage caused by third parties or animals, and the time taken to repair;

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

(g) Obstruction and/or delays that causes TIME Team to be unable to commence work due to your premises or Service Location being inaccessible, unsafe or having any other inadequacy or deficiency that is material to the carrying out of the works by TIME Team;

(h) Obstruction and/or delay (including the lack of co-operation by your staff and/or agents) that affects TIME Team access of and to the Access Line;

(i) Damage, loss or destruction of any of the Standard Service Components;

(j) Damage to Service Equipment as specified in Paragraph 4.3.4 herein;

(k) Request by you to conduct any test on the Access Line(s);

(l) Request by you to suspend the Eligible Service for any reason whatsoever;

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

(n) 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;

(o) Occurrence of a Force Majeure Event that affects the Eligible Service;

(p) Stolen telecommunication cables and fibre cuts that affect the Eligible Service; and/or

(q) Emergency maintenance and repair that affects the Eligible Service.

(r) Faulty or malfunction of the Network Port or Network Node or cross connect cable at the Service Location where the Dual Path Dual Homed (Single Handoff) with SLG 99.9% is configured.

11.7 **Point of Contact:** The contact details of the unit responsible for receiving fault reports and providing network monitoring and fault management for TIME Network, is as below. Any changes to the contact details will be notified, by either placing the information on our website or directly to you.

Postal address	**24 hour contact details**
Level 1, Lot 14, Jalan U1/26 Hicom Glenmarie Industrial Park, 40150 Shah Alam, Selangor, Malaysia	Tel: 1-800-18-2828 or Tel: +603 50212188 (for outside Malaysia) Fax: +603 50326579 E-mail: customerservice@time.com.my

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 **MRC on Renewal.** Clause 6.9 of the General Terms shall be applicable to Service types listed in this Service Schedule only.

12.2 **Deposits:** Unless waived by TIME, Customer shall pay TIME a deposit, which shall be equal to three times the MRC or as may be specified in the Service Order. The deposit is as security for the due and punctual performance of the Customer's obligations under this Agreement. If the Adjusted Recurring Charge for the Renewed Service Term, is greater than the MRC, Customer shall top-up the deposit paid previously. If TIME sets off any costs and Charges due from the Customer against the deposit, and the Agreement is not terminated, Customer shall pay a further deposit of such amount as may be specified by TIME and in default of such specified amount, an amount equal to six times the MRC. The deposit paid shall be refunded upon the termination and/or cancellation of the Service, after deducting any unpaid invoices or outstanding Charges due from the Customer.

12.3 **Cancellation Costs:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Costs, such Cancellation Costs shall comprise the following:

(a) any Charges waived by TIME;

(b) the cost incurred to carry out the installation and provisioning of the Access Lines to the Service Locations;

(c) any charges imposed by third party service providers (in respect of T-SAT or PLL services only) or OLNOs (in respect of IPLC, IEPL or IPVPN services only); and

(d) all incidental costs and expenses incurred by TIME in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to TIME's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred).

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:

(a) any Charges waived by TIME where the premature termination occurs during the Initial Service Term only;

(b) any charges imposed by third party service providers (in respect of T-SAT or PLL services) or OLNOs (in respect of IPLC, IEPL or IPVPN services) including charges for the remainder of the unexpired term that those third party service providers or OLNOs may impose (as the case maybe);

(c) any charges imposed by third party providers if the Resiliency Option 4 as set out in Paragraph 1.4 is selected by Customer;

(d) all de-installation charges and incidental charges incurred by TIME in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to TIME's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred);

(e) any other charge reasonably incurred by TIME as a result of the early termination; and

(f) 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.

13. EFFECT OF TERMINATION

13.1 If Customer terminates this Agreement pursuant to Clause 8.2 General Terms or if TIME terminates this Agreement pursuant to Clause 8.3 or 8.4 General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay TIME the Balance Charges and the Termination Charges.

13.2 If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.5 General Terms, then neither the Balance Charges nor the Termination Charges shall be payable by Customer and TIME shall not be liable to the Customer for any losses, damages or expenses suffered by the Customer.

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