

**SERVICE SCHEDULE H: DATA CENTRE MANAGED SERVICES****SERVICE SCHEDULE H: DATA CENTRE MANAGED SERVICES**

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

**A. THE PARTIES**

1. TT DOTCOM SDN BHD ("TIME"); and
2. The Customer as specified in the Service Order form (the "Customer")  
(Collectively referred to as the "Parties"; and individually, as a "Party")

**B. SPECIFIC TERMS APPLICABLE TO MANAGED SERVICES AT AIMS DATA CENTRE****1. SERVICE OVERVIEW**

1.1.1 **Types.** Our Data Centre Managed Services comprises the following types as set out in paragraph 1.1.2 below that may be subscribed by Customer as specified in the applicable Service Order:

1.1.2 **Description.** The following are the types of Managed Services that are provided by TIME to Customers.

Nos.	Managed Service Type	Detailed Service Description
(a)	Managed Server	The service comprises the provision of an equipment to be used as a server, and includes the Standard Service Components listed below.
(b)	Managed Firewall	The service comprises the provision of a firewall appliance, and includes the Standard Service Components listed below.
(c)	Managed Router	The service comprises the provision of a router appliance, and includes the Standard Service Components listed below.
(d)	Managed Server Load Balancer	The service comprises the provision of a server load balancer appliance, and includes the Standard Service Components listed below.
(e)	Managed Switch	The service comprises the provision of a switch equipment, and includes the Standard Service Components listed below.
(f)	Managed Antivirus	The service comprises the provision of a specified licensed antivirus software to protect the following services – Managed Server and cloud services offered by TIME, as per the Standard Service Components listed below; and if required manual configuration.
(g)	Managed Licensing	The service comprises either the provision of an operating system licensed software that is recommended by TIME and/or database license and the Standard Service Components listed below.
(h)	Managed Storage	The service comprises the provision of a physical data storage appliance, with storage capacity as specified by the Customer, and includes the Standard Service Components listed below.
(i)	Managed Backup	This service uses TIME's centralize data backup platform that is able to carry out data back-up of the Customer and includes the Standard Service Components. It is only available as a value added service with Managed Server and cloud platform, as per the Standard Service Components listed below.
(j)	Managed Monitoring	This service is the provision of a monitoring services, using TIME's centralize monitoring platform, for following services only – Managed Server, Managed Firewall, Managed Router, Managed Server Load Balancer, Managed Switch, and Managed Storage, as per the Standard Service Components listed below.
(k)	Akamai Cloud Security	Provision of Akamai Cloud Security services, as described by Akamai.
(l)	DDos Shield	As per Service Schedule G
(m)	Public Cloud (Alto)	This service comprises the provision of a virtual instance (i.e. CPU, memory and storage) to be specified by the Customer. This service may only be used in conjunction with Managed Licensing service, and is principally not a stand-alone service.
(n)	AIMS CDN	This service is the provision of a very basic content delivery network.
(o)	Akamai CDN	Provision of Akamai Content Delivery Network service, as described by Akamai.

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(p)	TIME Cloud Services	This service comprises the provision of a virtual instance, i.e. CPU (Core), Memory (GB), Disk (GB) and connectivity, and is a Qualifying Service.
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## 1.1.3 Scope of Service

**Overall Scope of Work.** Each of the Managed Service types comprises a Standard Service Scope and a Service Level Arrangement as detailed below. Deviation of the Standard Service Scope (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.

Nos.	Managed Service Type	The scope of work for each type of the Managed Service that TIME will provide is specified below (" <b>Standard Service Scope</b> ")	Service Level Arrangement (" <b>SLA</b> ")
(a)	Managed Server	Implementation and configuration of the server with operating system ("Server Equipment"). Implementing configuration changes. Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately. Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	99.9%
(b)	Managed Firewall	Implementation and configuration of the firewall setting and policies ("Firewall Equipment"). Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately. Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	99.9%
(c)	Managed Router	Implementation and configuration of the router setting and ACL lists ("Router Equipment"). Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately. Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	99.9%
(d)	Managed Server Load Balancer	Implementation and configuration of the Server Load Balancer ("LB Equipment"). Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately.	99.9%

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		Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	
(e)	Managed Switch	Implementation and configuration of the switch ("Switch Equipment"). Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately. Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	99.9%
(f)	Managed Antivirus	Installation and configuration of the antivirus software, installation of auto updates of virus definitions, and when requested by Customer, manual configuration (limited to 4 times per annum)	Best Effort
(g)	Managed Licensing	(a) Operating System licence. In respect of the provision of the Operating System license to Customer, the service components are: (i) installation of the OS; (ii) configuration of the OS; (iii) installation of OS patches and updates when instructed by Customer.  (b) Database license. In respect of provision of database licensing to Customer the service is only the provision of the license database. Installation and configuration of the licensed database is excluded.	Best Effort
(h)	Managed Storage	Implementation and configuration of the Data Storage setting Basic Support Services as set out in Appendix 1 of this Service Schedule H. Provide 1 connection from the managed equipment to Customer's equipment within the same data centre as the managed equipment is located. Additional connections from the managed equipment to Customer's equipment is charged separately. Equipment remedial maintenance where the equipment malfunctions, including troubleshooting & isolation of the equipment related issues. 24x7x 365 ticketing.	99.9%
(i)	Managed Backup	Install and configuration of the data backup platform Install the software agent on the Customer's designated equipment that the agent is compatible with. 24x7x365 ticking and notification	Best effort
(j)	Managed Monitoring	24x7x365 basis monitoring of Managed Server, Managed Firewall, Managed Router, Managed Server Load Balancer, Managed Switch, and Managed Storage only. 24x7x 365 ticketing and notification	Best effort
(k)	Akamai Cloud Security	The Standard Service Components depends on the module provided by Akamai that is subscribed by Customer. Type of modules provided by Akamai are available at <a href="https://www.akamai.com/us/en/products/cloud-security/">https://www.akamai.com/us/en/products/cloud-security/</a>	99%
(l)	Public Cloud (Alto)	Provision of CPU, memory and storage as part of the virtual instance. Excluded Managed Licensing Service	99.95%
(m)	AIMS CDN	Provision of content delivery network service. Troubleshooting and isolation of AIMS CDN related services	99.99%

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		24x7x365 ticking, 1 <sup>st</sup> and 2 <sup>nd</sup> level support	
(n)	Akamai CDN	The Standard Service Components depends on the module provided by Akamai that is subscribed by Customer. Type of modules are available at <a href="https://www.akamai.com/uk/en/cdn/">https://www.akamai.com/uk/en/cdn/</a> and under Akamai's Product listing as Media Delivery all available at Akamai's website.	99%
(o)	TIME Cloud Services	Provision of CPU, memory and disk or storage as part of the virtual instance. Provision of connectivity from the TIME Cloud Service to the Internet. Customer shall select the type of connectivity plan based on the connectivity packages specified in the service order.  As this is a Qualifying Service, Customer may subscribe for the valued-added services (as specified in the Service Order), and if so subscribed paragraph 11.1 herein shall apply.	99.95%

1.2 This Service Schedule contains the specific terms and conditions for Managed Services (including the appendices which form a constituent part hereof) ("**MS Specific Terms**") and the General Terms together with the Service Order Form (collectively constitute the entire terms and conditions of the Agreement for Managed Services between the Parties). The appendices attached hereto are as follows:-

- (a) The installation and support services to be provided by TIME to the Customer for the Managed Services are attached hereto as Appendix 1, and the Basic Support Services in Appendix 1 identified against each type of Managed Service as set out in paragraph 1.1.3 above is applicable. For the avoidance of doubt, if a type of Managed Service does not refer to Basic Support Service then the Basic Support Services are not provided for such Managed Service type; and
- (b) the Service Level Guarantee which sets out the levels at which Managed Services are to be provided by TIME to Customer are attached hereto as Appendix 2, if the Customer subscribes for the Managed Services with the Service Level Guarantee.

1.3 For clarity purposes, if Customer subscribes for AKAMAI CDN or AKAMAI Cloud Security Services, notwithstanding anything to the contrary herein, the terms of this Service Schedule and the applicable terms from Akamai shall be applicable as between the Parties and will be specified in a separate agreement.

## 2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Service Schedule, all capitalized terms not otherwise defined herein shall have the meaning given to them in the Service Order form and/or General Terms.

2.2 Further, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- (a) TIME Network means all telecommunications and networking devices within each TIME Point-of-Presence ("**POP**"), all wiring within each TIME POP and all telephone circuits between TIME POP. The TIME Network does not include telecommunications and networking devices not owned or not directly controlled by TIME.
- (b) Backup and Restoration Process Failure means any situation in which TIME cannot restore a scheduled backup due to no fault of the Customer and which results in a loss of data to the Customer.
- (c) AIMS CDN Outage means an outage of Customer's media in AIMS CDN portal (<https://portal.cdn.aims.com.my/>) where Customer cannot connect to the portal from their location, but does not include planned outages as notified by TIME, partial outages or degradation of service due to high packet loss or other similar network symptoms which indicate a condition outside of TIME's control including Denial of Service.



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- (d) AIMS Alto Outage means an outage of AIMS Alto virtual machine that is contained within AIMS Alto infrastructure where Customer cannot connect to the virtual machine from their location, but does not include planned outages as notified by TIME, partial outages or degradation of service due to high packet loss or other similar network symptoms which indicate a condition outside of TIME's control including Denial of Service. AIMS Alto Outage shall not include the failure of hardware or software used or owned by Customer.
- (e) Dedicated Server means hardware components of the server provided by TIME for the Managed Server service only, which includes the processor(s), random access memory, hard disk(s), motherboard, network interface card(s) and any related hardware component which may be installed in the Dedicated Server and such agreed operating system.
- (f) Dedicated Server Outage means an outage of a Dedicated Server that is contained within the TIME Network infrastructure where Customer cannot connect to the Dedicated Server service, but does not include planned outages as notified by TIME, partial outages or degradation of service due to high packet loss or other similar network symptoms which indicate a condition outside of TIME's control including Denial of Service. Dedicated Server Outage shall not include the failure of hardware or software used or owned by Customer.
- (g) Denial of Service means any type of attack that is directed to TIME MS Equipment or TIME Network where the attackers attempt to prevent legitimate users from accessing the service.
- (h) Managed Equipment means a device that is dedicated to a specific function in contrast to a general-purpose computer or server, and includes Server Equipment, Firewall Equipment, Router Equipment, LB Equipment and/or Switch Equipment, and may come pre-installed with its operating software and application.
- (i) Network Outage means an outage that occurs within the TIME Network that affects or impacts the applicable Managed Services, but does not include planned outages as notified by TIME, partial outages or degradation of service due to high packet loss or other similar network symptoms which indicate a condition outside of TIME's control including Denial of Service. A Network Outage shall not include the failure of hardware or software used or owned by Customer.
- (j) Operating System / OS means software designed to control the hardware of a specific data-processing system in order to allow users and application programs to make use of it. This is installed on the Dedicated Server during initial setup and TIME will only responsible for software installed during this time.
- (k) Managed Services means any of the services identified in Paragraph 1.1.2 of this Service Schedule which is subscribed by the Customer as evidenced in the Service Order.
- (l) Service Term means either the Initial Service Term, the Renewed Service Term or both the Initial and Renewed Service Term.

### 3. Maintenance

3.1 The Parties acknowledge and agree that each Party is entitled to carry out maintenance work from time to time as and when necessary. The Parties further agree and acknowledge that each Party will provide assistance and facilitate such maintenance. As far as possible, Parties shall endeavour to ensure that any disruption or interruption to the Managed Services (if applicable) is kept to a minimum.

#### 3.2 Schedule Maintenance.

3.2.1 Scheduled maintenance is work that are planned and/or programmed, including planned outages, upgrading works ("**Scheduled or Planned Maintenance**").

3.2.2 If the Scheduled or Planned Maintenance is carried out by TIME or an Affiliate, TIME will provide seven (7) days prior notice of such maintenance to the Customer. As for Scheduled or Planned Maintenance by the Customer, the Customer must provide a minimum period of fourteen (14) days prior written request to TIME



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stating the nature and duration of such Scheduled or Planned Maintenance in a format prescribed by TIME. TIME shall not unreasonably withhold its approval for the Customer's Scheduled or Planned Maintenance.

- 3.2.3 As far as possible, TIME shall endeavour to ensure that any disruption or interruption to the Managed Services is kept to a minimum. The standard for TIME's maintenance window for Scheduled or Planned Maintenance is between 00.00-7.00 MYT (GMT+08:00), of the node location. TIME will try its best to accommodate reasonable requirements of the Customer in terms of Scheduled or Planned Maintenance times.
- 3.2.4 TIME shall endeavour to not suspend the Managed Services for Scheduled or Planned Maintenance more than 12 times in any calendar year. Further, TIME shall endeavour to ensure that Scheduled or Planned Maintenance does not exceed a total of 24 hours in any calendar year.
- 3.3 **Emergency Maintenance.** The Customer understands and agrees that Emergency Maintenance will be carried out by TIME in the event of threats to the operational environment, service degradation or events beyond TIME's control ("**Emergency Maintenance**"). If the circumstance permits, TIME will provide the Customer one (1) day prior notification of such Emergency Maintenance.
- 3.4 The time taken to carry out and complete a Scheduled or Planned Maintenance, including Emergency Maintenance by TIME or an Affiliate will be excluded from the calculation of the SLA or SLG in this Service Schedule.

#### 4. Managed Equipment

- 4.1 The Customer acknowledges that all Managed Equipment including any other hardware, software, Operating System, equipment, apparatus, appliance, cables, wires, lines, fasteners, joints, trunking, and/or conduits utilised by TIME to provide the Managed Services or supplied by TIME to the Customer for purposes of the Customer receiving the Managed Services is and remains the property of TIME or its licensors subject to purchase rights (if any), as may specifically granted to the Customer. TIME's sole liability to the Customer for any malfunction or defect, if any, in the Managed Equipment shall be as provided in the Service Level Guarantee and the Customer's sole and exclusive remedy for such malfunction or defect shall be the remedies set forth in such service level guarantee (if so agreed).
- 4.2 In the event that Customer exercises a purchase option for the Managed Equipment, the Customer acknowledges that any rights or remedies the Customer may have regarding the performance or compliance of such purchased Managed Equipment are limited to warranties, if any, extended by the manufacturer of such Managed Equipment to the extent that such warranties are assignable by TIME to the Customer.
- 4.3 The Customer is responsible for risk of loss or damage to any Managed Equipment supplied by TIME to the Customer to enable the Customer to receive and/or utilise the Managed Services and shall ensure that, during the Service Term, such Managed Equipment is insured for full replacement value with a reputable insurance company. The Customer shall operate the Managed Equipment supplied by TIME in accordance with TIME' and/or the manufacturer's guidelines. The Customer is entitled to use any Managed Equipment supplied by TIME only in connection with the Customer's permitted use of the Managed Services.
- 4.4 TIME reserves the right to substitute, change or modify the Managed Equipment or any software utilized to provide the Managed Services at any time. TIME shall not be responsible for any changes in the Managed Services that cause the Customer's Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Managed Services. However, if practicable (without an obligation to expend funds or incur additional costs), TIME may assist the Customer in resolving any problems with the Managed Equipment.
- 4.5 The Customer acknowledges that TIME will have no responsibility for any Customer's Equipment utilized by the Customer to receive the Managed Services.
- 4.6 TIME may, in its absolute discretion, take corrective action, including assessment of additional charges, disconnection or discontinuance of any and all Managed Services or termination of this Agreement in the event the Customer engages in or commits any of the following acts:
- (a) Alters, modifies or improperly uses any portion of the Managed Equipment or software utilized to provide the Managed Services;
  - (b) Violates TIME' usage instructions and/or guidelines in respect of the Managed Services;
  - (c) Performs or attempts to perform maintenance services on the Managed Equipment unless specifically requested to do so by TIME;



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- (d) Attaches devices or other equipment not approved by TIME (or the original manufacturer of the Managed Equipment) to the Managed Equipment; or
  - (e) Alters or modifies the Customer's IP address space on any interface or TIME' Managed Services engineer's login access on the Managed Equipment without prior communication to TIME.
- 4.7 In the event that TIME elects to take any corrective action, the Customer shall not be entitled to a refund of any fees paid in advance prior to such corrective action. TIME shall bear no liability towards the Customer in the event the Customer engages in or commits any of the foregoing acts nor shall TIME be liable to the Customer for any corrective action taken. In the event this Agreement is terminated as stipulated herein, Clause 16 of the General Terms shall apply.
- 4.8 TIME is not responsible for the repair of Managed Equipment and/or the alteration of Managed Equipment and/or the repair of unspecified accessories or peripherals attached to the Managed Equipment made necessary by the actions of the Customer. Any warranty terms will terminate in the event the system or Managed Equipment is serviced or modified by any person other than authorised personnel of TIME.
- 4.9 TIME shall not be held responsible or liable for any delay or failure in providing the Managed Services where forces beyond the reasonable control of TIME caused such delay, and Customer agrees that, in such situations, it shall not be entitled to any service rebates.
- 5. Software and Intellectual Property Rights**
- 5.1 The Parties acknowledge that -
- (a) TIME remains the sole owner of any software supplied by TIME and all Intellectual Property Rights associated with such software including modifications effected for the benefit of the Customer or otherwise in connection with the Managed Services under this Agreement, unless otherwise mutually agreed in writing by the Parties; and
  - (b) the Customer remains the sole owner of any software supplied by the Customer and all Intellectual Property Rights associated with such software.
- 5.2 TIME shall be responsible for obtaining all necessary authorisations and consents from third party licensors of any software used by TIME in connection with the Managed Services and licensed by third parties to TIME to the extent that this is necessary to enable TIME to provide the Managed Services.
- 5.3 Where any software is procured by TIME or an Affiliate on the Customer's behalf, which are necessary in order for TIME to provide the Managed Services, the Customer shall execute all necessary documents in relation to such software as required by TIME.
- 5.4 Subject to the terms and conditions set forth herein, TIME (insofar as it is allowed under the relevant license agreement with its licensor) grants to the Customer and the Customer accepts, a non-exclusive, non-transferrable and non-sub-licensable licence for the Service Term, to access and use the software supplied by TIME, installed and used in conjunction with the Managed Services in the manner as contemplated under this Agreement.
- 5.5 The Customer grants TIME the right to use the software supplied by the Customer for the purposes of providing the Managed Services. Further, the Customer shall be responsible for obtaining all necessary authorisations and consents from third party licensors of the software supplied by the Customer to the extent that this is necessary to enable TIME to provide the Managed Services.
- 6. Accounts, Passwords and Security**
- 6.1 As information transmitted through the internet in general is not confidential, TIME cannot and does not guarantee the privacy, protection, security or integrity of any information transmitted through the internet by the Customer, which the Customer does so at its own risk.
- 6.2 The Customer accepts that it shall be solely responsible for all content stored on and distributed from the Managed Services. The Customer acknowledges and accepts that TIME does not intend and will not be required to edit or review for accuracy or appropriateness any of the Customer's content delivered through the Managed Services.
- 6.3 The Customer shall take all such measures as may reasonably be necessary (including but not limited to changing its password from time to time) to protect the secrecy of its user identification (hereinafter known as "UI") and/or password and shall not reveal or share the same with any other unauthorised person(s), and shall ensure that the UI and Managed Services are accessed and used only by authorised persons, and take all such steps as may be necessary to ensure its continued security and to prevent any unauthorised

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- access or use. If, at any time, the Customer desires to and requests TIME to reset its password, the Customer shall forthwith after ascertaining that its password has been reset change such password to a new password.
- 6.4 Where a UI is necessary to access the Managed Services under this Agreement, the Customer shall use only its own UI. The Customer shall be solely responsible for any activity conducted or any information transmitted through the use of the UI.
- 6.5 TIME shall not be liable for any loss or damage incurred by the Customer or third parties due to any wrongful use of the Customer's account by the Customer or any wrongful or fraudulent use of the Customer's account by any other person. TIME shall not be liable for any corruption of data in the Customer's systems resulting from an external security breach or any inappropriate handling of such data on the Customer's part. This is including but not limited to installation of software using non-standard repository and/or plugging in of third party unsupported hardware.
- 6.6 The Parties agree to immediately notify each other of any unauthorized use of the Customer's account or of any other breach of security known to either of the Parties or where either of the Parties has reason to suspect that the same may have occurred.
- 6.7 The Customer shall co-operate with TIME in any security investigations and indemnify, defend and hold TIME harmless for any liability or expense arising from such use or misuse.
- 6.8 The Customer acquires no rights to any mailbox number, the UI, IP address, circuit reference and any codes assigned to it by TIME and TIME reserves the right to change or re-assign the same to the Customer at its sole discretion without being liable to the Customer for any damages or losses suffered therefrom.
- 6.9 The Customer shall comply with all usage instructions and guidelines in respect of the use of the Managed Services that may be published from time to time by TIME.
- 7. Bandwidth Utilization – Measurement and Charges**
- 7.1 The maximum throughput of port assigned to the Customer is 100Mbps via Fast Ethernet interface, unless otherwise specified in the Service Order. TIME will cap the bandwidth purchased by the Customer at the total bandwidth allocation level specified in the Service Order Form ("**Total Bandwidth Allocation**"). The Customer may choose to uncap the bandwidth to allow the bandwidth to burst above the Total Bandwidth Allocation.
- 7.2 All traffic utilization for the Customer is measured by using a software program known as Multi-Router Traffic Grapher (hereinafter known as "**MRTG**") at the port used by the Customer. The MRTG is configured to monitor traffic passing through the switch as well as through the router. At the switch, the MRTG will monitor individual ports linked to each server to determine the traffic volume. Samplings are taken at 5-minute intervals and two samples are taken at each time, specifically, (i) a sample to measure the data traffic from the switch to the server; and (ii) a sample to measure the data traffic from server to switch.
- 7.3 The MRTG can generate data traffic reports based on different time scales at 5-minute intervals, weekly 30-minute intervals and monthly 2-hour intervals. Bandwidth utilization is based upon the 95<sup>th</sup> percentile of the total bandwidth used. This figure is obtained as follows:
- (a) Raw data is sorted in ascending order up to the maximum incoming or outgoing traffic rate;
  - (b) The 95<sup>th</sup> percentile is calculated using the formula:  $x=0.95n$ , where 'n' represents the total number of samples taken within the month;
  - (c) The figure obtained ('x') is rounded off to the nearest whole number;
  - (d) The figure that occupies the x<sup>th</sup> position in the data queue represents the 95<sup>th</sup> percentile. That is, if 'x' is 245, the 245<sup>th</sup> figure in the data table obtained in step (a) will represent the 95<sup>th</sup> percentile that will be used to calculate the Customer's bandwidth utilization.
- 7.4 When the Customer chooses to uncap the bandwidth, the Customer agrees to pay TIME for any excess bandwidth utilized above the Total Bandwidth Allocation. Excess bandwidth is deemed to be utilized when the 95<sup>th</sup> percentile reading at the end of the calendar month exceeds the Total Bandwidth Allocation, whereupon, the Customer will be billed for such excess bandwidth utilized at TIME's prevailing rates per Kbps in arrears. The Customer will be responsible for monitoring their bandwidth usage from the online MRTG graphs provided by TIME. For the avoidance of doubt, MRTG graphs provided by TIME will be the final determinant and is conclusive evidence of Customer's bandwidth usage.



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7.5 The Customer agrees to pay for its bandwidth usage as determined by TIME' MRTG graphs in any circumstance including hacking or illegal use, which may result in increased use of bandwidth above the Total Bandwidth Allocation.

### 8. Network Availability Commitment ("NAC")

8.1 If a Managed Service is subject to the applicability of the NAC by TIME as specified in the Service Order, TIME will use its best endeavours to provide network availability of 99.95% ("**Network Availability Commitment**") within the scope of TIME's network services to the Customer and restore any Network Outage as quickly as possible and within TIME's standard operating procedure in respect of service restoration.

Network Availability Commitment will be measured as follows: -

$$\text{Percentage unavailability} = \frac{\text{Total duration of a Network Outage}}{\text{Total number of minutes per calendar year}} \times 100$$

8.2 The Network Availability Commitment excludes, without limitation, all public Internet backbones and networks, any server on the internet, Customer's Equipment outside of the AIMS Data Centre, local access service and packet delivery to the internet not owned or operated by TIME and Customers with only a single access port.

8.3 This Network Availability Commitment is 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 of the Network Availability Commitment.

### 9. Public Cloud (Alto) Availability Commitment

If Public Cloud (Alto) Managed Service type (as per paragraph 1.1.2(m) above) is subscribed, the following shall, in addition to any other provision, be applicable:

9.1 TIME will aim to provide cloud virtual machine availability of 99.95% ("**AIMS Alto Availability Commitment**") within the scope of coverage set out above and restore any AIMS Alto Outage within 22 minutes of a fault annually.

AIMS Alto Availability Commitment will be measured as follows:-

$$\text{Percentage unavailability} = \frac{\text{Total duration of a AIMS Alto Outage}}{\text{Total number of minutes per calendar year}} \times 100$$

9.2 The AIMS Alto Availability Commitment is applicable only to the AIMS Alto cloud and covers service failures directly related to the Customer's cloud resources but excludes the availability of AIMS Alto Portal.

9.3 The scope of coverage of the AIMS Alto Availability Commitment also excludes, without limitation, all other public internet backbones and networks, any server on the internet, Customer's Equipment outside of the AIMS Data Centre, local access service, packet delivery to the internet not owned or operated by TIME and Customer's own hardware.

### 10. AIMS CDN Availability Commitment

If AIMS CDN Managed Service type (as per paragraph 1.1.2(n) above) is subscribed, the following shall, in addition to any other provision, be applicable:

10.1 TIME will aim to provide AIMS CDN availability of 99.9% ("**AIMS CDN Availability Commitment**") within the scope of coverage set out above and restore any AIMS CDN Outage within 8 hours 45 minutes of a fault annually.

AIMS CDN Availability Commitment will be measured as follows:

$$\text{Percentage unavailability} = \frac{\text{Total duration of a AIMS CDN Outage}}{\text{Total number of minutes per calendar year}} \times 100$$

10.2 The AIMS CDN Availability Commitment is applicable only to the AIMS CDN service and covers service failures directly related to the Customer's cloud resources but excludes the availability of AIMS CDN portal.

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10.3 The scope of coverage of the AIMS CDN Availability Commitment also excludes, without limitation, all other public internet backbones and networks, any server on the internet, Customer's Equipment outside of the AIMS Data Centre, local access service, packet delivery to the internet not owned or operated by TIME and Customer's own hardware.

**11. TIME Cloud Services**

**11.1 Value Added Services.**

11.1.1 TIME Cloud is an Eligible Service for the following value-added services which the Customer may subscribe for at the same time when TIME Cloud Managed Service type is subscribed or subsequently.

Value-added service type	Value-added service description
Managed Licensing	This service is as described in paragraph 1.1.2(g) of this Service Schedule.
Managed Backup	This service is as described in paragraph 1.1.2(i) of this Service Schedule.

11.1.2 By Customer subscribing for the value-added services as specified above, the following special conditions shall be applicable

- (a) If Customer subscribes for this value added service after having subscribed for TIME Cloud service, notwithstanding anything to the contrary in this Service Schedule, the value added service will commence on its SCD but in any event the Initial Service Term of the TIME Cloud service will be extended such that the date when the TIME Cloud service expires shall be the same as when the value added service expires.
- (b) The charges for the value-added service types is as specified in the service order and is payable by Customer separately from the TIME Cloud service charges, on the same terms as specified in the General Terms.

11.2 **Shared Bandwidth.** The following special conditions shall apply to the connectivity offering for TIME Cloud Services, where the Customer subscribes for shared bandwidth, as specified in the Service Order:

- (a) the shared bandwidth connectivity is provided on a best effort basis only and is not subject to service levels arrangement or the NAC;
- (b) the shared bandwidth connectivity packages as selected by Customer in the Service Order involves a set bandwidth that is shared among all other TIME Cloud Service customers and the Customer and is split among them;
- (c) TIME will use its best endeavours to ensure that the integrity of Customer's information and data is not affected, compromised or lost as a result of the bandwidth being shared with other customers of TIME, but the Customer accepts and acknowledges that such a risk exist and TIME disclaims any liability arising from the loss of data integrity except if due to the gross negligence of TIME.

**12. Disclaimers**

12.1 The Customer acknowledges and agrees that TIME exercises no control over, and accepts no responsibility for, the content of the information passing through the TIME Network or the internet. TIME is also not liable for the content or loss of any data transferred either to or from the Customer or stored by the Customer or any of the Customer's clients via the Managed Services provided by TIME.

12.2 TIME disclaims all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of the Customer's data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of the Managed Services. Further, TIME cannot guarantee and does not warrant the accuracy of any data or report of the Managed Services delivered to the Customer.

12.3 The Customer understands and agrees that TIME shall under no circumstances be held responsible or liable for situations where the Customer's data is accessed by third parties through illegal or illicit means, including situations of access by exploitation of software security gaps, inherent flaws or weakness in any



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software, or the Customer's own internal security procedures governing the use of the Managed Services and the conduct of its users.

- 12.4 Subject to any service level guarantees provided herein, the Managed Services and Managed Equipment provided under this Agreement are provided on an "as is" basis.
- 12.5 Subject to any service level guarantees provided herein, neither TIME, its employees, affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that the Managed Services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the Managed Services or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the Managed Services.
- 12.6 Where TIME assists the Customer by registering such domain name(s) selected by the Customer as part of the Managed Services, the Customer undertakes to fully indemnify TIME in respect of any liability to a third party arising out of such registration.



## SERVICE SCHEDULE H: DATA CENTRE MANAGED SERVICES

## APPENDIX 1: INSTALLATION AND SUPPORT SERVICES

1. TIME will provide the Managed Services subscribed by the Customer as specified in the Service Order Form.
2. The following may be applicable to a Managed Service and accordingly in providing the highest quality customer care service, TIME will provide Basic Support Service which comprises the provision of the following assistance by TIME' technicians in respect of the Equipment:
  - Pushing a button, toggling a switch or setting an externally accessible dip-switch.
  - Rebooting or power cycling of the Equipment.
  - Reading of serial numbers on the Equipment to the Customer.
  - Providing visual verification (remote eyes) to assist Customer's remote troubleshooting efforts.
  - Relaying status of the Equipment's status indicators.
  - Plug in a console port for remote management by the Customer.
  - Moving or securing a single cable.
  - Swapping of pre-labeled, pre-ejected, removable media (tapes, CDs, DVDs, etc.).
  - Replacing or verifying connectivity integrity of cross-connections.
  - Adding, removing or verifying a demarcation label.
3. TIME shall, from time to time, notify the Customer of TIME' fault reporting procedures and escalation matrix in writing. Such matrix shall include email addresses and telephone access numbers for operations and senior management points of contact who are available and authorized to address and resolve performance issues on a 24x7x365 basis.
4. Advance Support Service. If the Customer subscribes and pays for the Advance Support Services, then the scope of work is as specified below:

Advance Support Service which is provided based on a prepaid support plan or on ad hoc hourly charges is performed between 08:30 to 17:30 MYT (GMT+8) Monday to Friday, excluding public holidays; Advance Support Service performed outside the aforementioned hours incur a double charge. For the avoidance of doubt, the minimum denomination in Advance Support Service support time billed in any instance is one (1) hour. The support time is calculated from the time TIME's engineer begins work on a Work Order following a Work Order Service Request form received online or signed and faxed by the Customer until the completion of the job specified and includes the time needed for troubleshooting problems, researching the solutions and/or traveling to the Customer's premises. Advance Support Service comprises the provision of the following assistance by TIME' technicians:

- TIME provides 24x7x365 basic network monitoring including sending a ping to the server every five (5) minutes. When a ping trace is not returned, the Customer has the option of rebooting and/or receiving email alerts from TIME.
- Troubleshooting of Customer's Equipment (with Customer's assistance).
- Taking inventory of the Customer's Equipment or taking digital pictures of the Customer's Equipment or the Customer's allocated Rack Space within the AIMS Data Centre.
- Labeling Customer's Equipment and cable connections.
- Assisting the Customer with physical installation, relocation or movement of the Customer's Equipment.
- Shipping and handling RMA equipment.
- Installing, replacing/ removing Customer's Equipment components (e.g. router/switch, internal module or card, disk drive, memory, etc) that are hot swappable and/or highly modular in design.
- Installing or swapping pre-configured equipment or components for the Customer.
- Installing cross-connects from Customer's Equipment to patch panels.
- Moving or securing cables or customer-side cross-connects.
- Installing Customer provided software with default configurations or specific and basic customer-provided instructions.
- Establishing or taking down a loop-back on a carrier circuit to assist in remote testing.
- Diagnostic and signal testing a circuit with diagnostic equipment.
- Loop-back testing for Telco circuits.
- Advanced systems or network configuration or troubleshooting (e.g. advanced systems or network protocols and services).
- Advanced operating system or application troubleshooting (only for Microsoft Windows, Redhat Linux, CentOS).
- Installation, configuration or troubleshooting of specialized or complex infrastructure components or software applications (e.g. Oracle RDBMS, RAID solutions, Fibre-channel devices, firewalls,



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- load-balancers, etc).
- Full-deployment of delivered infrastructure including hardware, software, middleware and related components.
- Critical data backup and/or restore operations.
- Administration and maintenance of servers with platforms such as Microsoft Windows, Redhat Linux, CentOS.
- Provide system configuration including operating systems and supported software, upgrades as well as service patch updates.
- Installation or troubleshooting of any custom system script or application (provided that the Customer supplies to TIME the script or application).
- RAID solutions, Fibre-channel devices, firewalls, load-balancers, etc.
- Providing access to CCTV footage/ access logs.
- Assisting with Customer's audit.

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APPENDIX 2: SERVICE LEVEL GUARANTEE FOR MANAGED SERVICES

1. General

1.1.1 **Service Level Arrangement:** Unless otherwise indicated in the applicable Service Order the type of Managed Service is provided with the appropriate SLA as indicated in Paragraph 1.1.3 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.

1.1.2 The terms set out in this Appendix 2 is only applicable to the Eligible Service that is subscribed by the Customer, and it is expressly acknowledged by the Customer, that this Appendix 2 does not apply to any other Managed Service types other than the Eligible Service. If a Managed Service type is not an Eligible Service then there is no service level guarantee that is applicable.

1.2 Scope of SLG

1.2.1 The Service Level Guarantee ("SLG") in respect of an Eligible Service is set out below and is the levels of services to be provided by TIME to the Customer for that Eligible Services only under this Agreement and specifies the applicable Service Credits, if any, for failure to meet the service levels.

1.2.2 The SLG terms in this Appendix 2 including the service credit regime only applies to Eligible Services as identified below, and to the extent that is provided by means of systems and equipment that are either owned or operated by or on behalf of TIME. The SLG is as specified for the Eligible Service identified below, and is only applicable if it is so specified in the Service Order.

Eligible Service	Service Level Guarantee	Special Terms
Managed Server	99.9% availability	2
Managed Firewall	99.9% availability	4
Managed Router	99.9% availability	4
Managed Server Load Balancer	99.9% availability	4
Managed Switch	99.9% availability	4
AIMS CDN	99.99% availability	5

1.3. **Interpretation.** The special terms referred to in article 1.2.2 of this Appendix 2, are applicable to the specific Eligible Service only, and overrides anything to the contrary contained in this Service Schedule or elsewhere. In this Appendix 3 a reference to an article unless stated otherwise is a reference to an article in this SLG only. This SLG is contingent upon each Party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of the targeted service level guarantees.

1.4 A service credit that may arise under this SLG in respect of an Eligible Service (as specified in articles 2.2, 4.2 and 5.2 in Appendix 3), shall only be payable by TIME to Customer where:

- (a) the Customer has submitted to TIME a claim identifying the circumstances in which the credit or compensation arose, and
- (b) TIME has agreed in writing, acting reasonably and without undue delay, to the claim.

All claims for service credits must be submitted promptly, and in any event within 10 business days, after the circumstances giving rise to the claim.

1.5 All service credits payable shall be applied to the Customer's account, and off-set against sums due from the Customer to TIME whether for the Managed Services or any other service subscribed by the Customer, and will be reconciled at an agreed time, following TIME's agreement to the claim or if no time is agreed at the end of a 12 month period, the Initial Service Term or each Renewed Service Term (as the case may be) whichever is earlier.

1.6 **[Intentionally left blank.]**

1.7 Residual service credits applicable in the Initial Service Term or Renewed Service Term will not be carried over to any subsequent 12 month period or a Renewed Service Term or further Renewed Service Term. If at the end of the Service Term, there still remains residual service credits, TIME may then pay the Customer such sums representing the residual service credits.





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1.8 Notwithstanding any provisions to the contrary, service credits shall be the Customer's sole and exclusive remedy for outages or any failure to meet the service level guarantees in respect of the Eligible Services.

1.9 TIME reserves the right to amend the SLG from time to time, subject to the consent of the Customer, which shall not be unreasonably withheld or delayed.

**2. SLG Terms applicable to Managed Server Only**

2.1 Where the Customer has subscribed to Managed Server Service type with SLG, TIME guarantees the functioning of the Dedicated Server components. Accordingly, TIME will diagnose any fault and replace any failed component at no additional cost to Customer.

2.2 If a Managed Server has a physical downtime that falls short of 99.9% uptime annually, TIME will rebate the Customer an amount equivalent to two percent (2%) of the Monthly Recurring Charges for Managed Server service only, for each additional hour of Dedicated Server hardware outage, up to a maximum of ten percent (10%) of the Customer's Monthly Recurring Charges for Dedicated Server Service only.

**3. [Intentionally left blank]****4. SLG Terms applicable to Managed Firewall, Managed Router, Managed Server Load Balancer, Managed Switch & Managed Storage only**

4.1 Where the Customer has subscribed for either one of the following Managed Service types, i.e. Managed Firewall, Managed Router, Managed Server Load Balancer, Managed Switch & Managed Storage with the specified SLG, TIME guarantees that in the event that the Managed Equipment fails, TIME will diagnose any fault and replace any failed hardware at no additional cost to the Customer.

4.2 If a Managed Equipment has a physical downtime that falls short of 99.9% uptime annually, TIME will rebate the Customer an amount equivalent to two percent (2%) of the Monthly Recurring Charges for MS Equipment only, for each additional hour of MS Equipment outage, up to a maximum of ten percent (10%) of the Customer's Monthly Recurring Charges for MS Equipment only.

**5. SLG Terms applicable to AIMS CDN Guarantee only**

5.1 Where the Customer has subscribed to AIMS CDN Service pursuant to this Agreement, TIME guarantees the availability of the AIMS CDN portal (<https://portal.cdn.aims.com.my/>). Accordingly, TIME will diagnose any fault and replace any failed component at no additional cost to Customer.

5.2 If the AIMS CDN portal has a downtime that falls short of 99.9% uptime annually, TIME will rebate the Customer an amount equivalent to two percent (2%) of the Monthly Recurring Charges for AIMS CDN only, for each additional hour of AIMS CDN portal outage, up to a maximum of ten percent (10%) of the Customer's Monthly Recurring Charges for AIMS CDN only.

**6. Network and Managed Equipment Maintenance**

6.1 TIME may suspend the Managed Services to carry out Scheduled or Planned Maintenance on the TIME Network or Managed Equipment, and accordingly paragraph 3 of this Service Schedule shall be applicable.

**7. Exclusion**

Unless otherwise provided for in this SLG, Service Credits are not available to the Customer in any of the following events:-

- (a) Scheduled or Planned Maintenance;
- (b) Emergency Maintenance;
- (c) Failure resulting directly or indirectly from defects in the Customer's Equipment, applications and/or facilities;
- (d) Occurrence of an event of force majeure;
- (e) Any act or omission by the Customer, its employees, representatives and/or agents;
- (f) Suspension of Managed Services in accordance with Clause 7.2 of the General Terms;
- (g) Suspension of the Co-Location Services pursuant to Paragraph 14 of Service Schedule F; and
- (h) For failure, downtime or outage of any other services subscribed by the Customer or by TIME on behalf of the Customer from third party service providers.

