

**SERVICE SCHEDULE L: TIME CLOUD SERVICES**

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

**PART A – THE SERVICE**

**1. Service Overview**

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

- a) TIME Cloud Services; or
- b) Private Hosting Services,

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

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

<b>Services Type</b>	<b>Description</b>
(a) TIME Cloud Services	The service is offered as an overall solution that consists of multiple Value-Added Services (VAS) as listed in paragraph 1.3 below. Customer is required to subscribe to a minimum of one (1) VAS with the Service.
(b) Private Hosting Services	The service is offered as an overall solution that consists of multiple Value-Added Services (VAS) as listed in paragraph 1.3 below. Customer is required to subscribe to a minimum of one (1) VAS with the Service.

**1.3. Value-Added Services.** Any of the following value-added services must be subscribed by the Customer if the Customer has subscribed for the Qualifying Service, as specified below.

<b>(A) VAS Category: TCS Professional Services</b>			
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.0	TCS Professional Services	<p>Customers can opt for our professional services, where our in-house cloud services team will provide:</p> <ol style="list-style-type: none"> <li>1. Solution consultancy</li> <li>2. Migration planning and implementation</li> <li>3. Capacity planning</li> </ol> <p>Details of the scope covered by the required services will be provided within the quotation</p>	TIME Cloud Services & Private Hosting Services



(B) VAS Category: TCS Managed Services			
	Description	Elaboration	Qualifying Service
1.0	Managed Operating System (OS)	<p>The Managed OS service inclusive of OS management, Proactive monitoring, OS security enhancement, Change Management and Problem Management of customer's overall managed OS lifecycle.</p> <p>For further details regarding the scope, refer to Service Schedule G: Managed Services.</p>	TIME Cloud Services & Private Hosting Services
2.0	Managed Backup and Restore	<p>The Managed Backup and Restore service inclusive of Backup management, Proactive monitoring, Change Management and Problem Management of customer's overall managed Backup and Restore lifecycle.</p> <p>For further details regarding the scope, refer to Service Schedule G: Managed Services.</p>	TIME Cloud Services & Private Hosting Services
3.0	Managed Patching	<p>The Managed Patching service inclusive of Patch management, Proactive monitoring, Patch activity report, Change Management and Problem Management of customer's overall Managed Patching lifecycle.</p> <p>For further details regarding the scope, refer to Service Schedule G: Managed Services.</p>	TIME Cloud Services & Private Hosting Services
4.0	Managed Disaster Recovery (DR)	<p>The Managed DR service inclusive of Cross-zone Replication, Proactive replication monitoring, Failover and Fallback, DR Reporting, Change Management and Problem Management of</p>	TIME Cloud Services & Private Hosting Services



		customer's overall managed DR lifecycle.  For further details regarding the scope, refer to Service Schedule G: Managed Services.	
<b>(C)</b>	<b>VAS Category: TCS Network</b>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.0	Bandwidth	Internet bandwidth that can be subscribed within the cloud portal to be used by cloud services. The total bandwidth subscribed within Service Order Form (SoF) will be the total limit for bandwidth that can be allocated within the Virtual Data Centre (VDC).	TIME Cloud Services & Private Hosting Services
2.0	Bandwidth with Anti-DDoS	In-line anti-DDoS that could protect against VOLUMETRIC network attacks at Open System Interconnect (OSI) layer 4.	TIME Cloud Services & Private Hosting Services
3.0	Elastic IP (EIP)	The EIP service provides static public IP addresses and scalable bandwidths that enable cloud resources to communicate with the Internet. Customer can easily bind an EIP to an ECS, NAT gateway, or load balancer, enabling immediate Internet access.  Remarks: One EIP can only be assigned to one resource at ONE time and the IP address is randomly selected.	TIME Cloud Services & Private Hosting Services
4.0	Elastic Load Balancer (ELB)	ELB automatically distributes incoming traffic across multiple servers to balance their workloads, increasing service capabilities and fault tolerance of your applications.	TIME Cloud Services & Private Hosting Services
5.0	Direct Connect Virtual Gateway	Direct Connect enables you to set up a dedicated connection between your local data centre and a virtual private cloud (VPC). This component	TIME Cloud Services & Private Hosting Services



		<p>includes the charges for the virtual gateway required together with the physical port charges.</p> <p>Remarks: Data Centre Cross Connect and Connectivity component are NOT included.</p>	
6.0	Layer 2 Bridge (L2BR) instance	<p>L2BR enables high-speed and secure Layer 2 communication between a VPC and an on-premises IP address range. If the Classless Inter-Domain Routing (CIDR) block of a VPC subnet and an on-premises IP address range belong to the same IP address range, L2BR can enable Layer 2 communication between the VPC subnet and the on-premises IP address range. If the CIDR block of a VPC subnet and an on-premises IP address range belong to different IP address ranges, L2BR can enable Layer 3 communication between them.</p> <p>Remarks: Data Centre Cross Connect and Connectivity component are NOT included.</p>	TIME Cloud Services & Private Hosting Services
7.0	Virtual Private Leased Line (vPLL)	<p>This is a private leased line that will allow communication to the <b>other region</b> through a L2BR Gateway (Without the physical ports).</p> <p>Remarks: This component must be subscribed with the vPLL L2BR component.</p>	TIME Cloud Services & Private Hosting Services
8.0	vPLL L2BR instance	<p>Each vPLL will require a pair of L2BRs by default. Each L2BR can only be linked to 1x VLAN and 1x VPC.</p> <p>Remarks: If a customer requires multiple VPC connections across regions, they will need to subscribe to multiple pairs of L2BR.</p>	TIME Cloud Services & Private Hosting Services



9.0	Network Address Translation (NAT) Gateway (Small)	<p>Public NAT gateways translate private IP addresses into EIPs, and are used by cloud servers in a VPC for secure, cost-effective Internet access. The data throughput is determined by bandwidth that is attached to EIP.</p> <p>This NAT Gateway instance supports a maximum of 10,000 Source Network Address Translation (SNAT) connections and 1,000 new SNAT connections per second. Destination Network Address Translation (DNAT) performance is not affected by the NAT Gateway Specification.</p> <p>Remarks: Each VPC can only have 1x NAT Gateway</p>	TIME Cloud Services & Private Hosting Services
10.0	Network Address Translation (NAT) Gateway (Medium)	<p>Public NAT gateways translate private IP addresses into EIPs, and are used by cloud servers in a VPC for secure, cost-effective Internet access. The data throughput is determined by bandwidth that is attached to EIP.</p> <p>This NAT Gateway instance supports a maximum of 50,000 SNAT connections and 5,000 new SNAT connections per second. DNAT performance is not affected by the NAT Gateway Specification.</p> <p>Remarks: Each VPC can only have 1x NAT Gateway</p>	TIME Cloud Services & Private Hosting Services
11.0	Network Address Translation (NAT) Gateway (Large)	<p>Public NAT gateways translate private IP addresses into EIPs, and are used by cloud servers in a VPC for secure, cost-effective Internet access. The data throughput is determined by bandwidth that is attached to EIP.</p> <p>This NAT Gateway instance supports a maximum of</p>	TIME Cloud Services & Private Hosting Services



		<p>200,000 SNAT connections and 10,000 new SNAT connections per second. DNAT performance is not affected by the NAT Gateway Specification.</p> <p>Remarks: Each VPC can only have 1x NAT Gateway</p>	
12.0	<p>Network Address Translation (NAT) Gateway (Extra-Large)</p>	<p>Public NAT gateways translate private IP addresses into EIPs, and are used by cloud servers in a VPC for secure, cost-effective Internet access. The data throughput is determined by bandwidth that is attached to EIP.</p> <p>This NAT Gateway instance supports a maximum of 1,000,000 SNAT connections and 30,000 new SNAT connections per second. DNAT performance is not affected by the NAT Gateway Specification.</p> <p>Remarks: Each VPC can only have 1x NAT Gateway</p>	<p>TIME Cloud Services &amp; Private Hosting Services</p>
(D)	<p>VAS Category: TCS Compute – ECS</p>		
1.0	<p><b>Elastic Cloud Server (ECS)</b> provides secure, scalable, on-demand compute resources, enabling you to flexibly deploy applications and workload.</p> <p>Each ECS flavour consists of a variation of vCPU and vRAM.</p> <p>The ECS flavour naming convention is structured as follows:-</p> <ul style="list-style-type: none"> <li>- <i>[compute type] [compute generation] [vCPU Sizing]</i></li> <li>- m = General Purpose (Standard ratio of vCPU:vRAM = 1:4)</li> <li>- r = Memory Optimized (Ratio of vCPU:vRAM = 1:8)</li> <li>- c = Compute Optimized (Ratio of vCPU:vRAM = 1:2)</li> <li>- p = Designated vCPU will be used for processing</li> <li>- 3 = 3rd Generation Intel Xeon Processors</li> <li>- large = 2x vCPU</li> <li>- xlarge = 4x vCPU</li> <li>- 2xlarge = 8x vCPU (2 x 4vCPU)</li> <li>- 3xlarge = 12x vCPU (3 x 4vCPU)</li> <li>- 4xlarge = 16x vCPU (4 x 4vCPU)</li> </ul>		<p>TIME Cloud Services &amp; Private Hosting Services</p>



	ECS flavour ranges from m3.micro (1vCPU,1GB vRAM) to r3.16xlarge (64vCPU, 512GB vRAM). These flavours may evolve over time and will be regularly updated on TCS cloud portal ( <a href="https://console.cloud.time.com.my">https://console.cloud.time.com.my</a> )		
(E)	VAS Category: TCS Compute - BMS		
1.0	<b>Bare Metal Server (BMS)</b> provides dedicated physical servers in multiple-tenant environments. It provides excellent computing performance and data security for core databases, key application systems, and high performance computing.		TIME Cloud Services & Private Hosting Services
(F)	VAS Category: TCS Compute – CCE (Master Node)		
1.0	<p><b>Cloud Container Engine (CCE)</b> is a hosted Kubernetes product or service that simplifies the deployment and management of containerized applications. With CCE, you can easily create Kubernetes clusters, deploy containerized applications, and manage and maintain them.</p> <p>A 3-node master setup provides high availability for the cluster and is highly recommended for production services. The choice of settings can influence the maximum cluster size that CCE can support.</p>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	3x Master Nodes (Cluster Size:1-50)	For small to medium-sized clusters which can contain from 1 to 50 worker nodes, with 3 master nodes.	TIME Cloud Services & Private Hosting Services
1.2	3x Master Nodes (Cluster Size:51-200)	For larger clusters which can contain from 51 to 200 worker nodes, with 3 master nodes.	TIME Cloud Services & Private Hosting Services
1.3	3x Master Nodes (Cluster Size:201-1000)	For even larger clusters which can contain from 201 to 1000 worker nodes, with 3 master nodes.	TIME Cloud Services & Private Hosting Services
1.4	1x Master Nodes (Cluster Size:1-50)	<p>Uses a single master node and is suitable for smaller Kubernetes clusters with 1 to 50 worker nodes.</p> <p>Remarks: NOT RECOMMENDED for production workload</p>	TIME Cloud Services & Private Hosting Services
1.5	1x Master Nodes (Cluster Size:51-200)	<p>Single master node but is designed for slightly larger clusters with 51 to 200 worker nodes.</p> <p>Remarks: NOT RECOMMENDED for production workload</p>	TIME Cloud Services & Private Hosting Services

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1.6	1x Master Nodes (Cluster Size: 201-1000)	Single master node but is designed for slightly larger clusters with 201 to 1000 worker nodes.  Remarks: NOT RECOMMENDED for production workload	TIME Cloud Services & Private Hosting Services
(G)	VAS Category: TCS Compute – CCE (Worker Node)		
1.0	These are ECS instances that will run as the worker node for CCE Cluster. Each CCE Worker Node MUST be attached with a system Disk (50GB) + Data Disk (min 100GB each)  CCE Worker Flavour ranges from c3.large (2vCPU,4GB vRAM) to c3.4xlarge (16vCPU, 32GB vRAM). These flavours may evolve over time and will be regularly updated on TCS cloud portal ( <a href="https://console.cloud.time.com.my">https://console.cloud.time.com.my</a> )		TIME Cloud Services & Private Hosting Services
(H)	VAS Category: TCS License		
1.0	Supported OS Licenses are Microsoft and RHEL OS. For Microsoft Windows Licensing, only listed versions are supported. <a href="https://learn.microsoft.com/en-us/lifecycle/fag/extended-security-updates#esu-availability-and-end-dates">https://learn.microsoft.com/en-us/lifecycle/fag/extended-security-updates#esu-availability-and-end-dates</a> For Red Hat Enterprise Licensing (RHEL), only listed versions are supported <a href="https://access.redhat.com/support/policy/updates/errata">https://access.redhat.com/support/policy/updates/errata</a>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	Microsoft Windows Server (Core Pack)	A licensing model for Windows Server OS designed to run server applications, manage network services, and provide various server-related functionalities with a licensing package based on the number of CPU cores.  Remarks: Each Core Pack consists of 2x vCPU, minimum 4 packs*  *Subject to change based on Microsoft Terms and Conditions	TIME Cloud Services & Private Hosting Services
1.2	Microsoft Remote Desktop Services (RDS)	A licensing model used for accessing RDS, where users or devices require a valid Subscriber Access License (SAL) to access RDS functionality over virtual desktop environments.	TIME Cloud Services & Private Hosting Services





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		<p>Remarks: Each SAL grants access for one remote login user*</p> <p>*Subject to change based on Microsoft Terms and Conditions</p>	
1.3	Microsoft SQL (Web) (Core Pack)	<p>Web edition of SQL Server license optimized for web applications and hosting environments, with a licensing package that provides core-based licensing for SQL Server.</p> <p>Remarks: Each Core Pack consists of 2x vCPU, minimum 2 packs*</p> <p>*Subject to change based on Microsoft Terms and Conditions</p>	TIME Cloud Services & Private Hosting Services
1.4	Microsoft SQL (Standard) (Core Pack)	<p>SQL Server licensing that offers essential database management capabilities with a licensing package based on the number of CPU cores.</p> <p>Remarks: Each Core Pack consists of 2x vCPU, minimum 2 packs*</p> <p>*Subject to change based on Microsoft Terms and Conditions</p>	TIME Cloud Services & Private Hosting Services
1.5	Microsoft SQL (Enterprise) (Core Pack)	<p>Enterprise-level SQL Server license, designed for large-scale and mission-critical database applications; with licensing package based on the number of CPU cores.</p> <p>Remarks: Each Core Pack consists of 2x vCPU, minimum 2 packs*</p> <p>*Subject to change based on Microsoft Terms and Conditions</p>	TIME Cloud Services & Private Hosting Services
1.6	RHEL (Small)	<p>A specific configuration or subscription package of RHEL optimized for small VMs.</p> <p>Remarks: Only applicable for VM with less than 5vCPU*</p> <p>*Subject to change based on Red Hat Terms and Conditions</p>	TIME Cloud Services & Private Hosting Services



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1.7	RHEL (Large)	<p>A specific configuration or subscription package of RHEL optimized for large-scale deployments.</p> <p>Remarks: Only applicable for VM with more than 4vCPU*</p> <p>*Subject to change based on Red Hat Terms and Conditions</p>	TIME Cloud Services & Private Hosting Services
<b>(I) VAS Category: TCS Storage</b>			
1.0	<p>The three (3) supported storage types:</p> <ol style="list-style-type: none"> <li>1. Elastic Volume Service (EVS)</li> <li>2. Object Storage Service (OBS)</li> <li>3. Scalable File Service (SFS)</li> </ol> <p>The Image Management Service (IMS) supports:</p> <ol style="list-style-type: none"> <li>1. Snapshot Storage</li> <li>2. Image Storage</li> </ol>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	Elastic Volume Service (EVS)	<p>Provides block storage space for ECS and BMS, for the system and data disks.</p> <p>Remarks: Minimum subscription for each disk is 40GB and maximum capacity of a single disk is 64 TB.</p>	TIME Cloud Services & Private Hosting Services
1.2	Object Storage Service (OBS)	<p>Provides users with unlimited storage capacity, stores files in any format, and supports API over HTTP and HTTPS.</p> <p>Remarks: Minimum of 5GB subscription</p>	TIME Cloud Services & Private Hosting Services
1.3	Scalable File Service (SFS)	Provides high performance file storage access spanning ECS, BMS and CCE platform.	TIME Cloud Services & Private Hosting Services
1.4	Snapshot Storage	Capture and save the state of ECS instance, including its data, configuration, and operating system at a specific point in time.	TIME Cloud Services & Private Hosting Services
1.5	Image Storage	<p>Create and manage private images as well as query public images for ECS and BMS:</p> <ol style="list-style-type: none"> <li>1. Windows Oses</li> <li>2. Linux Oses</li> </ol>	TIME Cloud Services & Private Hosting Services
<b>(J) VAS Category: TCS Backup</b>			
1.0	Provides a consistent online backup for Elastic Volume Service (EVS) disks on Elastic Cloud Servers (ECSs), without stopping the servers. If there is a virus intrusion, accidental deletion, or software/hardware fault, data can be restored to any backup point (supports both FULL and Incremental backup)		



	<p>CSBS backs up an entire ECS. It uses the consistent backup data of multiple EVS disks to restore the service data of an ECS. CSBS ensures data security and service continuity.</p>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	Cloud Server Backup Service (“CSBS”) – Full Backup Capacity	<p>This storage capacity is an estimated space required for full backup for the selected EVS disk(s).</p> <p>Remarks: CSBS storage space is a storage subscription to store the full backup copies of ECS. The subscribed size is not the absolute requirement throughout subscription and is calculated based on some assumptions and estimations.</p>	TIME Cloud Services & Private Hosting Services
1.2	Cloud Server Backup Service – Incremental Backup Capacity	<p>This storage capacity is an estimated space required for incremental backup to address the change in data.</p> <p>Remarks: CSBS storage space is a storage subscription to store the incremental backup copies based on the estimated data change required of ECS. The subscribed size is not the absolute requirement throughout subscription and is calculated based on some assumptions and estimations</p>	TIME Cloud Services & Private Hosting Services
(K)	VAS Category: TCS DR		
1.0	<p>Disaster recovery protection for Elastic Cloud Servers (ECS). Once the production centre encounters a disaster, ECS can be protected and restored (VAS (B) TCS MANAGED SERVICES subscription required) in the remote site.</p>		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	Cloud Server Disaster Recovery Storage	<p>Implementation of DR storage to support the DR needs.</p> <p>This would be of equivalent capacity as the primary site.</p>	TIME Cloud Services & Private Hosting Services
1.2	Cloud Server Disaster Recovery Resource (Standby)	<p>Computing resource that is provisioned and configured at DR site but is not actively running. Instead, it is kept in a power-off mode, ready to be activated in the event of a</p>	TIME Cloud Services & Private Hosting Services



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		disaster or system failure in the primary environment.  Remarks: This can be deployed in smaller than production (min 1vCPU,1GB RAM)	
1.3	Cloud Server Disaster Recovery Resource (Active)	Computing resource at DR site that is actively running and serving applications, data, or services. It operates as a live, fully functional system(s) that can immediately take over the role of the Production environment if the Production system fails or experiences a disaster.  Remarks: It is strongly recommended to have this deployed similarly to the production site to ensure successful DR failover	TIME Cloud Services & Private Hosting Services
(L)	<b>VAS Category: TCS Additional Services – Security</b>		
1.0	Security services offered on top of TCS services, to enhance the security and protection of TCS customer’s data and resources.		
	<b>Description</b>	<b>Elaboration</b>	<b>Qualifying Service</b>
1.1	Cloud Vulnerability Assessment (Per IP)	Scans and assesses the vulnerabilities and weaknesses present in the infrastructure, applications, and services hosted on TCS. Per IP basis	TIME Cloud Services & Private Hosting Services
1.2	Cloud Firewall (Fortinet FortiGate)	Provides network security and traffic control capabilities using Fortigate firewall.  Remarks: relevant services will need to be subscribed for this service to be functional	TIME Cloud Services & Private Hosting Services
1.3	Cloud Firewall (OPNsense)	Provides network security and traffic control capabilities using OPNsense firewall.  Remarks: relevant services will need to be subscribed for this service to be functional	TIME Cloud Services & Private Hosting Services
1.4	Cloud Shared WAF	Protects web applications hosted in TCS cloud. It acts as a filter between the web application and the internet, identifying and blocking malicious traffic, such as SQL injection, cross-site scripting	TIME Cloud Services & Private Hosting Services



		(XSS) attacks, and other web-based threats.	
(M)	VAS Category: TCS Additional Services – Monitoring		
1.0	Agent based infrastructure and security monitoring services on top of running workloads on TCS.		
	<b>Description</b>	<b>Elaboration</b>	
1.1	TIME Security Advanced Monitoring (TSAM)	Provides information security monitoring, analyses an organization’s security system, identifies potential threats and responds by providing reports on an ongoing basis.  For further details regarding the scope, refer to Service Schedule G: Managed Services.	TIME Cloud Services & Private Hosting Services
1.2	TCS Insight Advanced	Provides service availability monitoring with historical data for reporting and capacity planning. Includes automated alerts and reports.	TIME Cloud Services & Private Hosting Services

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

- 1.4. **Service Summary.** Each of the Service types must be subscribed together with any Value-Added Service and a Service Level Arrangement as detailed in Appendix 1, unless otherwise specified in the Service Order Form.
- 1.5. **Service Limitation.** The TIME Cloud Services subscription includes the following technical specifications for various resource types available on the platform:

Scope	Description
vCPU	Virtual Central Processing Unit (vCPU) refers to a virtualized CPU that is created by dividing the physical processing power of a physical CPU to support multiple Virtual Machines (VM). Each CPU consists of multiple threads where each thread represents is used to support one (1) vCPU.  The maximum supported vCPU per VM is up to 64vCPU.
vRAM	Virtual Random Access Memory (vRAM) refers to the physical memory (RAM) of the host machine that is divided and allocated among multiple virtual machines.  The maximum supported vCPU per VM is up to 488GB per instance.
vDisk	Virtual Disk (vDisk) which refers to storage subscribed in Elastic Volume Services (EVS) represents the dynamic storage resources allocated from a pool of physical storage to a VM. TCS vStorage is managed by Software-Defined Storage.



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	The maximum supported size per disk volume is 64TB.
Network	<p>Our network interface on each VM is supported using the VirtIO framework which consists of paravirtualized drivers. All VMs hosted on TCS will require VirtIO / compatible drivers in place to be able to communicate.</p> <p>Each Elastic Network Interface (ENI) can support up to 10Gbps*</p> <p>*Subject to the compute power supporting such throughput</p>

Notes:

- i. Specifications are as-is, unless specified otherwise in project SOW.
- ii. Virtual Disk and Network resource performance depends on the total vCPU and vRAM assigned and OS installed for each instance. In addition, these are on best-effort basis for non-dedicated resource pools, which is the standard for the platform.

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



**1.6. Third Party Solution**

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

<b>Value-Added Service</b>	<b>Description</b>	<b>Qualifying Service</b>
(a) TCS 3 <sup>rd</sup> Party Hardware with Managed Services	This service uses 3 <sup>rd</sup> Party Hardware Solution specifically designed and deployed for the designated TIME Cloud Customer. It is offered as a Managed Service and only available as a value-added service with TIME Cloud Services.	TIME Cloud Services & Private Hosting Services
(b) TCS 3 <sup>rd</sup> Party Software with Managed Services	This service uses 3 <sup>rd</sup> Party Software Solution specifically designed and deployed for the designated TIME Cloud Customer. It is offered as a Managed Service and only available as a value-added service with TIME Cloud Services.	TIME Cloud Services & Private Hosting Services
(c) TCS Cloud Backup with Managed Services	This service uses TIME’s centralised data backup platform that is able to carry out data backup of the Customer. It is offered as a Managed Service and only available as a value-added service with TIME Cloud Services.	TIME Cloud Services & Private Hosting Services



## 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 Cloud Platform                 | means the platform deployed and managed by TIME to deliver TIME Cloud Services to the Customer.  |
| (b) | TIME Cloud Portal                   | means a graphical user interface representing information regarding the Customer's provisioned resources.  |
| (c) | TIME Cloud Services, TCS or Service | means the service set out in Paragraphs 1.2 and 1.3 of this Service Schedule.  |
| (d) | Virtual Computing Resource          | means virtual resources consist of vCPU, vRAM and vStorage in the fully managed TIME Cloud Platform.   |
| (e) | Virtual Private Cloud (VPC)         | means a pool of Virtual Computing Resource within the isolated virtual network environment within shared infrastructure for the customer   |
| (f) | TCS Insight                         | means the platform deployed and managed by TIME to allow the Customer to monitor and observe the subscribed TIME Cloud Services.   |
| (g) | TCS Insight Portal                  | means a graphical user interface representing Customer's monitoring information regarding the Customer's provisioned resources.  |
| (h) | Virtual Machine                     | means a software implementation of a computer that executes functionality similar to a physical machine. It consists of predefined or variable amounts of computing resources obtained from a shared or dedicated pool of compute resources. |
| (i) | Connectivity                        | means access to the Customer's TCS environment.  |
| (j) | vFirewall                           | means a virtual firewall network function that securely isolates the customer's cloud.   |
| (k) | Bandwidth                           | means allocated bandwidth for internet access which provides access to the internet from the Customer's cloud.   |
| (l) | TIME Cloud Professional Service     | means the professional service provided by TIME personnel for the provisioning of the subscribed TIME Cloud Services.  |





- (m) Support Ticket means the ticket raised by the Customer in accordance to any service interruption or unavailability of the subscribed services.
- (n) Qualifying Incident, or Incident means an event or situation that results in Unavailable Time of TIME Cloud Services, as defined in Appendix 1. This definition is subject to the exclusions and conditions detailed in **Part C** of this Service Schedule, which specify additional criteria and considerations for determining the eligibility of incidents.

### 3. Service Provisioning

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

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

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

- a) Use reasonable endeavours to meet the CRD but does not guarantee the Service will be up and ready to use.
- b) Provide you with contact details for the helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about the Service (“Service Desk”);

**3.3. Modification.** If, after the Customer has applied for a TIME Cloud Service but before the CRD for the said Service the Customer requests for modification to the setup of the said TIME Cloud Service and TIME agrees to that modification, then:

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

**3.4. Delay.** TIME shall complete the installation works by the CRD unless TIME experiences delays due to:

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

If service provisioning is delayed due to the Customer’s failure to take all reasonable steps in supporting the provisioning process or the Customer’s failure to provide all requested information within seven (7) days, TIME reserves the right to withdraw its acceptance of the Customer’s application for the TIME Cloud Service and cancel the Service Order, in which case the Customer shall pay the Cancellation Charges as set out in Paragraph 21.2. If TIME



## SERVICE SCHEDULE L: TIME CLOUD SERVICES

is of the opinion that the CRD may not be achieved for any reason, TIME may at its discretion revise the CRD and notify the Customer accordingly.

- 3.5. Completion.** Servers are deemed deployed as of the time that TIME sends an email to the Customer that includes the information needed to allow Customer to transfer information to and from the TIME Cloud Platform for operational purposes.
- 3.6. Inaccurate Information.** If TIME is required to change the provision of TIME Cloud Services due to incomplete or inaccurate information provided by the Customer, TIME may, at its discretion charge the Customer such additional charges due to the changes.
- 3.7. Cancellation.** TIME may, in addition to any other rights in this Service Schedule, cancel a Service Order for TIME Cloud Services if:
- a) it is technically not feasible for TIME to provide the required Service by the CRD; or
  - b) if third party solution is required and the third-party providers are not able to provide such solution, element or part for TIME Cloud Services.

In such event, 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.

#### 4. Right of Use

- 4.1.** TIME shall grant the Customer the right to access a quantified amount of shared or dedicated compute resources, storage infrastructure, network resources, and application resources within a virtualized environment.
- 4.2.** The Customer may use Services only in accordance with this Service Schedule and warrants and agrees to not reverse engineer, decompile, disassemble, or work around the technical limitations of the Services.
- 4.3.** The Customer may not rent, lease, lend, resell, transfer, or host the Services, or any portion thereof, to or for third parties except as expressly permitted by TIME in writing.
- 4.4.** In connection with the Customer's use of the Services, the Customer shall be responsible for maintaining all software licenses and adhering to the license terms of any such software the Customer shall use or run. TIME does not and will not assume any obligations with respect to the software and its associated licences that the Customer uses or procures whether directly or indirectly. If TIME reasonably believes any of the Customer use of the software, its associated licences or content violates the Applicable Law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement, the Service Order Form, this Service Schedule, or the Acceptable Use Policy ("Prohibited Content"), TIME will notify the Customer of such Prohibited Content and may request that *inter alia* such violation be discontinued, the content be removed from the Services or access to it be disabled.
- 4.5.** For software, including but not limited to operating systems, whether provided by TIME or otherwise, the Customer agrees to maintain at all times valid licenses for use on TIME Cloud



## SERVICE SCHEDULE L: TIME CLOUD SERVICES

Services. If licences are provided by TIME, Customer may not transfer or assign them to other platforms. The Customer also agrees to comply with the relevant licensing policies, terms of use and all other relevant documents provided by relevant providers such as Microsoft and Red Hat.

- 4.6. The Customer agrees to fully cooperate with TIME during an audit or assessment conducted by any software service provider to assess data such as, but not limited to the usage, compliance and effectiveness of the subscribed services.
- 4.7. The Customer shall ensure that all information the Customer provides to TIME shall be accurate, complete, and not misleading.
- 4.8. Should the Customer subscribe to TIME Cloud Services with any other Services offered by TIME other than the Services in this Service Schedule, the Customer shall comply with the terms and conditions of the Service Schedules applicable to that particular Service.
- 4.9. TIME will not permit the Customer or any Customer nominated personnel to have any physical access to the TIME Cloud Services infrastructure or any of the facilities where that infrastructure resides.
- 4.10. The Customer represents and warrants to TIME that the Customer has the legal right to use any software procured directly by the Customer from third-parties on TIME Cloud Services and that such use will not infringe the intellectual property rights of any third-party.
- 4.11. The Customer shall be responsible for obtaining all necessary authorisations and consents from third party licensors of the software used by the Customer to enable TIME to provide TIME Cloud Services to the Customer.
- 4.12. **Suspension of Services.** In addition to Clause 7 of the General Terms, TIME may suspend TIME Cloud Services without any further liability if:
- a) TIME reasonably believes that TIME Cloud Services are being used in violation of any terms and conditions applicable to this Service;
  - b) the Customer does not cooperate with TIME's reasonable investigation of any suspected violation of any of the terms and conditions applicable to this Service;
  - c) there is an attack on the TIME Cloud Platform whereby the TIME Cloud Platform is accessed or manipulated by a third party without the Customer's consent; or
  - d) if TIME reasonably believes there is any event necessitating the suspension of TIME Cloud Services to protect the TIME Cloud Platform, system, TIME Network, any other property of TIME, any third party of TIME, or the other customers of TIME, including but not limited to if TIME is faced with a credible claim that the Services or any software infringes upon the intellectual property rights of other parties.

Notwithstanding Paragraph 4.10, a breach of this Paragraph 4 by the Customer shall be deemed as a material breach and TIME is entitled to terminate the agreement with the Customer forthwith.



#### 4.13. Content and Data Privacy

- 4.13.1.** As information transmitted over the Internet is generally not confidential, TIME cannot and does not guarantee the privacy, protection, security, or integrity of any information transmitted by the Customer. The Customer acknowledges and accepts that transmitting information over the Internet is done at its own risk.
- 4.13.2.** The Customer accepts that it shall be solely responsible for all content stored on and distributed from TIME Cloud Services. The Customer acknowledges and accepts that TIME does not intend and will not be required to review the accuracy or appropriateness of any of the Customer's content delivered while using TIME Cloud Services.
- 4.13.3.** Where the Customer receives or processes Personal Data of end users or other identifiable individuals in its use of TIME Cloud Services, the Customer shall ensure that it fully complies with the provisions of the Personal Data Protection Act 2010 ("PDPA") and shall be solely responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data to the relevant end users and in accordance with the PDPA. Further, the Customer shall not, and shall ensure that the Customer's personnel shall not, do anything in relation to any Personal Data which may cause TIME to be in breach under the PDPA. "Personal Data" means personal data, personal information or data relating to individuals that relates directly or indirectly to the customers or in the possession of the Customer including any expression of opinion about the customers.
- 4.13.4.** Upon termination of TIME Cloud Services, TIME shall retain the Customer's data in TIME Cloud Services for up to seven (7) days ("Retention Deadline") after which TIME shall permanently remove all Customer data. The Customer is solely responsible to perform necessary steps to retrieve or migrate required Customer data from the TIME Cloud Platform before the Retention Deadline. TIME shall not be responsible for any data retrieval, data restoration, data loss or proof of data deletion after the Retention Deadline.

#### 4.14. Security

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



## SERVICE SCHEDULE L: TIME CLOUD SERVICES

- 4.14.3.** 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.
- 4.14.4.** The Customer agrees to cooperate with TIME and relevant authorities to take all reasonable steps to assist in security investigations, mitigation, and remediation of any breach or incident. Additionally, the Customer shall indemnify, defend, and hold TIME harmless for any liability or expense arising from such breach or incident.
- 4.14.5.** The Customer shall comply with all usage instructions and guidelines in respect of the use of TIME Cloud Services that may be published from time to time by TIME.

**4.15. Connectivity**

- 4.15.1.** In addition to the Customer subscribing to a particular TIME Cloud Service, the Customer may be required to subscribe to an applicable connectivity service such as but not limited to Bandwidth, Bandwidth with Anti-DDoS and Virtual Private Leased Line.
- 4.15.2.** At all times, it is the Customer's responsibility to choose a connectivity service that can sufficiently provide the capacity required by the Customer in subscribing to the TIME Cloud Service.
- 4.15.3. Network.** Upon provisioning of TIME Cloud Services, the Customer will be given access to utilize IP Addresses isolated to the Customer's service environment. The Customer is responsible to provide TIME with adequate information in order to assign and configure IP addresses and network settings. The Customer is responsible to ensure that all network related configurations are prepared and completed by the Customer as required. Public IP addresses assigned are random and cannot be selected by the Customer. Customers may not be able to obtain a previously assigned Public IP in the future once it is released back into the pool.
- 4.15.4.** When a Customer subscribes to connection access for TIME Cloud Services, the Customer acknowledges that the bandwidth capacity will be capped as per respective offering subscription terms. If a Virtual Firewall is subscribed, each connection access will be assigned one port at the virtual firewall to allow connection between the boundaries of TIME Cloud Services. In the event of any changes to the bandwidth cap, **paragraph 10** shall be applicable.
- 4.15.5.** TIME will cap the bandwidth purchased by the Customer at the total bandwidth allocation level specified in the Service Order Form.
- 4.15.6.** Traffic utilization for the Customer is either at the port of the Virtual Network Function (VNF) used by the Customer or the Cloud Management Portal. Samplings are taken at 5-minute intervals as follows:



## SERVICE SCHEDULE L: TIME CLOUD SERVICES

- a) Inbound traffic: a sample to measure the data traffic from the public internet to the cloud resources; and
- b) Outbound traffic: a sample to measure the data traffic from the cloud resources to the public internet.

**4.15.7.** 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 in any event, the Customer accepts and acknowledges that such a risk exist and TIME disclaims any liability arising from the loss of data integrity except if solely due to the gross negligence of TIME.

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

**6. Special Conditions for Bandwidth Service Type**

**6.1.** Notwithstanding anything to the contrary in the General Terms or elsewhere in this Service Schedule, if the Service is TCS Bandwidth with Anti-DDoS Plan (as specified in the Service Order), then the following conditions shall apply:

- a) TIME will make available on an "always-on" basis Anti-DDoS feature unless otherwise stated in the Service Order form;
- 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 at its discretion;

**7. Special Conditions for Backup and Disaster Recovery (DR) Service Type**

**7.1.** TIME will make reasonable efforts to provide a solution to cater to the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

**7.2.** The Customer acknowledges that actual recovery times may vary depending on various factors, and TIME is not liable for damages resulting from delays.

**7.3.** The Customer agrees to permit the installation of any required Backup and DR agent ("Agent") on the required system.

**7.4.** The Agents remains the property of TIME and the Customer shall not modify, reverse engineer or attempt to decompile the Agent. Failure to adhere to this may result in service disruption, for which TIME will not be responsible.

**7.5.** TIME may release updates or patches to the Agent to improve functionality or address security vulnerabilities, this will fall under planned or emergency maintenance.

**7.6.** The Customer agrees that TIME is not liable for any issues arising from the use of an outdated Agent version based on customer preference.

**7.7.** The Customer is responsible for ensuring that:

- Necessary tools (e.g.: Agents) are installed with the necessary permissions to ensure that the backup can be carried out in accordance with operational needs.
- The system is compatible to ensure proper functioning of the Agent.
- Data is adequately prepared for backup to ensure successful backup jobs can be carried out.



**SERVICE SCHEDULE L: TIME CLOUD SERVICES**

- Internal stakeholder management and cooperation are maintained during disaster recovery exercises

**7.8.** Failure to achieve the RTO and RPO will be considered as performance claims and will be excluded from SLA/SLG claims.





**PART B – SERVICE OPERATIONS**

8. **TIME Cloud Professional Services.** Standard Scope of Work (SOW) governing Professional Services provided during service delivery for the platform upon customer on boarding are as follows:

Scope	Description
Provision and configure customer Virtual Data Centre (VDC)	Defaults to 1 x VDC
Provision and configure customer Virtual Private Cloud (VDC)	Defaults to 1 x VPC
Provision and configure Routed Networks (WAN)	Defaults to 1 x WAN, Public IP based on Public Subnet (/28, with 12 useable IP unless specified) or EIP subscription
Provision and configure Private Networks (LAN)	Up to 8 networks per customer, Random subnets assigned as per IETF RFC 1918 unless specified.
Provision and configure VNF instance (Only applicable with vFW subscription)	Defaults to 1 x Virtual Firewall (vFW)* within platform Service Catalog (up to 20 policies). Defaults to 1 x IPsec (up to 1 remote site) and 1 x SSL VPN (up to 1 x SSL VPN administrative user and 1 x SSL VPN user) for vFW. * L3GW subscription is mandatory for this to be deployed
Provision and configure non-VNF instance	Up to 20 x non-VNF within platform Service Catalog.

Notes:

- i. Defaults are as-is unless otherwise specified in the project SOW.
- ii. VNF denotes Virtual Network Functions, specifically Virtual Firewall (vFW), Virtual Server Load Balancer (vSLB), and Virtual Web Application Firewall (vWAF) instances within the platform Service Catalogue.
- iii. Non-VNF denotes Operating System (OS) and Virtual Appliance (VA) instances within the platform Service Catalogue. This excludes installation of applications, OS/VA patching, and customization.
- iv. Provisioning and configuration of VNFs such as vSLB and vWAF are subject to the project SOW.
- v. Any applicable migration is as per the project SOW and is not governed by the standard SOW.
- vi. Provisioning and configuration of VNFs and non-VNFs not within the platform Service Catalogue is unsupported.
- vii. Balances of defaults are zeroed upon project sign-off.

9. **Variation Order.** Where the Customer varies and/or wishes to vary a Service Order after acceptance of the Service Order, TIME will issue a variation to the existing Service Order to reflect the changes accordingly which include *inter alia* payment of additional charges by the Customer for the variation of works to be carried out by TIME and completed by the revised CRD in the revised Service Order.





## SERVICE SCHEDULE L: TIME CLOUD SERVICES

10. **Excess Usage.** In the event that the Customer exceeds the subscribed resources, TIME reserves the right to charge the Customer based on the rate card specified in the Service Order.
11. **Rate Card.** The charges for cloud services subscribed will be detailed in the Quotation provided to the Customer. The Customer acknowledges the rate card upon signing the SOF. TIME reserves the right to change the pricing outlined in the Rate Card at any time, with advanced notice provided prior to the new Rate Card taking effect.
12. **Monitoring.** TIME is not obligated to monitor deliverables provided to the Customer under this Service Schedule. However, TIME reserves the right to monitor if deemed necessary for compliance with local authority and Applicable Laws.
13. **Logs.** TIME may collect, compile, and store logs to operate TIME Cloud Services, to the extent permitted by Applicable Laws. These logs are for internal use only and TIME is not obligated to provide them to the Customer.
14. **Maintenance.** 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 help and facilitate such maintenance. As far as possible, Parties shall endeavour to ensure that any disruption or interruption to TIME Cloud Services (if applicable) is kept to a minimum.
  - 14.1. **Scheduled Maintenance.** Scheduled maintenance is maintenance work which is planned and/or programmed, which includes but is not limited to planned outages and upgrading works (“Scheduled or Planned Maintenance”).
    - 14.1.1. 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 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.
    - 14.1.2. As far as possible, TIME shall endeavor to ensure that any disruption or interruption to the Service is minimized. The standard maintenance window for Scheduled or Planned Maintenance by TIME is between 00:00 and 07:00 MYT (GMT+08:00). TIME will make reasonable efforts to accommodate the Customer’s requirements regarding Scheduled or Planned Maintenance times.
    - 14.1.3. TIME shall endeavour not to suspend TIME Cloud Services for Scheduled or Planned Maintenance more than twelve (12) times in any calendar year. Furthermore, TIME shall endeavour to ensure that each distinct Scheduled or Planned Maintenance event, defined by its start and end times, does not exceed a total duration of twenty-four (24) hours.
  - 14.2. **Emergency Maintenance.** The Customer acknowledges 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



**SERVICE SCHEDULE L: TIME CLOUD SERVICES**

Maintenance”). If the circumstance permits, TIME will provide the Customer one (1) day prior notification of such Emergency Maintenance.



**PART C – SUPPORT & SERVICE LEVELS**

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- 15. Service Level Arrangement (SLA):** Unless otherwise indicated in the applicable Service Order, the type of Service is provided with the appropriate SLA as indicated in Appendix 1 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.
- 16. Service Level Guarantee (SLG):** The SLG specified in Appendix 1 to this Service Schedule is applicable only if it is specifically indicated in the applicable Service Order (SO). These SLGs are subject to the service credit regime agreed upon in the Service Order, as well as any relevant agreements such as the ESA (Enterprise Service Agreement) or EMSA (Enterprise Managed Service Agreement) for eligible services. The SLG will always be expressed as a percentage. TIME will issue service credits as specified in Paragraph 21.2 below for failure to meet the SLG.
- 17.** TIME will aim to provide TCS availability of 99.95% ("TIME Cloud Services Availability Commitment") within the scope of coverage set out above and restore any TIME Cloud Services outage within 4 hours and 23 minutes of a fault annually. TIME Cloud Services scope of coverage refers to the Service type as described in Paragraphs 1.2 and 1.3 and respective SLA as stipulated in Appendix 1 and the **SLA/SLG is measured on monthly basis.**
- 17.1.** TIME Cloud Services Availability Commitment will be measured according to each of the Service type as described in Appendix 1.
- 17.2.** Multiple Support Tickets raised will not be stacked; instead, they will be treated as a single Support Ticket and rectified accordingly.
- 17.3.** The TIME Cloud Services Availability Commitment is applicable only to TIME Cloud Services and covers service failures directly related to the Customer's TCS services as described under Paragraphs 1.2 and 1.3 and excludes the availability of TIME Cloud Portal.
- 17.4.** The scope of coverage of the TIME Cloud Services Availability Commitment also excludes, without limitation, all other public internet backbones and networks, any server on the internet, Customer's resources outside of TIME Cloud Services, local access service, and packet delivery to the internet not owned or operated by TIME.
- 17.5.** Customer acknowledges and agrees that adherence to the recommended usage guidelines and best practices provided by TIME Cloud Services is required. TIME reserves the right to assess and determine, at its sole discretion, whether the Customer's usage adheres to the recommended guidelines and best practices.



**18. Incident Reporting, Measurement and Closure:**

- a) The Unavailable Time (as defined in Appendix 1) will be measured by TIME, commencing from the moment the Customer reports an Incident and concluding when TIME closes the Qualifying Incident.
- b) **Incident Opening:** Customer must report all Qualifying Incidents to the Service Desk. Upon receipt, the Service Desk will register and open a trouble ticket, assigning it a reference number or identifier. TIME will then provide the relevant information to the Customer.
- c) **Incident Closure:** TIME will notify the Customer when it believes the Qualifying Incident is resolved. Subject to sub-paragraph (d) below, TIME will close the trouble ticket when either:
  - i) The Customer confirms the Incident is cleared within 24 hours after being informed by TIME, using a method specified by TIME; or
  - ii) TIME has made unsuccessful attempts to contact the Customer, by reasonable means such as email or phone, regarding the Incident, and the 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.

**19. Fault Rectification.** As soon as the Customer becomes aware of any incident relating to the Services, the Customer must immediately report that fault to TIME.

**19.1.** Where TIME is aware of the Customer's operations/virtual resource interrupting, affecting or causing issues (collectively referred to as "Interruptions") to TIME's servers, or to TIME's other virtualized cloud tenant within TIME Cloud Services on the same server or to TIME's infrastructure in general, TIME reserves the right to rectify such Interruptions by re-provisioning the Customer's virtual resource or suspending such operations of the Customer.

**19.2.** Where the Customer reports to TIME of an Interruption, and upon investigation, TIME determines that the Interruption is caused by a third-party solution or service not provided by TIME, TIME will promptly notify the Customer that the Interruption is outside the scope of the Service. In such cases, TIME shall not be responsible for the resolution of the Interruption.

**19.3.** 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.

**20. Scope of SLG:** The SLG and service credit regime apply solely to subscribed services that are identified as eligible in Appendix 1. The SLG is specified for the eligible subscribed services and is applicable only if explicitly stated within the Service Order.



**SERVICE SCHEDULE L: TIME CLOUD SERVICES**

**21. SLG Service Credits:** In the event a particular cloud service is unavailable due to a Qualifying Incident, you are entitled to a service credit against the MRC for the affected service payable by you.

**21.1.** Service credits are 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 the Customer. The service credits will be based on MRC payout percentage as specified in **Paragraph 21.2** below.

**21.2.** Service credits shall be calculated as follows for the affected service, unless otherwise specified in the Service Order:

<b>Downtime in a Month</b>	<b>SLA Achieved in a month</b>	<b>Service Credit against affected Service MRC (%)</b>
$t_0 \leq 21m44s$	$SLA \geq 99.95\%$	0
$43m28s \leq t_0 < 21m44s$	$99.90\% \leq SLA < 99.95\%$	2
$2h10m24s \leq t_0 < 43m28s$	$99.70\% \leq SLA < 99.90\%$	5
$t_0 < 2h10m24s$	$SLA < 99.70\%$	10

**21.3.** If there is any dispute between the calculation of service availability per month and total minutes of Unavailable Time, the total minutes of Unavailable Time is deemed accurate.

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

**21.5.** If one event constitutes a SLG breach in multiple Service Levels, Customer will be entitled to choose only one (1) Service Level as compensation.

**21.6.** Service credits for the SLG subscribed for the eligible Service during the Initial Service Term or any Renewed Term, will be in aggregate up to a maximum amount equal to one hundred percent (100%) of the MRC for the Service.

**22. Eligibility to claim Service Credit**

- a) Should you experience any service disruption, 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 twenty eight (28) days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim with supporting proof. Any failure by you to submit a request in accordance with **Paragraph 22 (b)** of this Service Schedule will constitute a waiver of any claim for service credits for that calendar month.
- c) Any claim for service credits 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.



- e) 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 **evidence and** decision on the matter or issue is final.
- f) Upon receipt of a valid request for service credits in accordance **with Paragraph 22 (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 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.

**23. SLA/SLG Exclusion.** This SLA do not apply to any availability or performance issues occurring as a result of the following:

- a) 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 in this Service Schedule;
- b) Additional time taken by the Customer to perform confirmation testing after the eligible Service is restored;
- c) If the Customer is in breach of the Agreement with TIME, which would include payment obligations;
- d) If downtime occurred as a result of the Customer's misuse of the Services;
- e) For downtime or outages resulting from denial of service attacks, virus activity, hacking attempts, or any other factors outside of our reasonable control, including any Force Majeure Event, Internet access or related problems beyond the demarcation point of TIME Cloud Services;
- f) From any actions or inactions of the Customer or any third-party which causes the unavailability;
- g) Downtime resulting from the Customer's data, software, or other technology and/or third-party solution;
- h) Downtime and performance related claims resulting from the use of services, hardware, or software not provided by TIME, including, but not limited to, service functionality and service performance such as user experience;
- i) Multiple incidents raised for the same issue will count towards a single SLA calculation and reported as such;
- j) The additional time taken by the Customer to perform confirmation testing after the affected service is restored;
- k) The time taken to carry out non-standard tests requested by the Customer; or
- l) The request by the Customer to suspend the Service for whatsoever reason (whether due to the Customer's request or due to the Customer's default).
- m) Performance related claims arising from the Customer's use of the Services. For clarity, performance related claims include (but shall not be limited to) metrics such as data protection/recovery objective time, latency and throughput.
- n) The use of TIME Cloud Services that fails to adhere to recommended best practices and guidelines.

**24. Services Support Escalation**



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- 24.1.** Where the Customer experiences any Interruptions or issues with regard to the Services, the Customer shall raise a support request ticket for the Interruptions or issue (“Support Request Ticket”) in accordance with the escalation protocols in this Paragraph 24.
- 24.2.** Upon receiving the Customer’s Support Request Ticket, TIME shall rectify the Interruption or issues within the time stated for the prescribed severity levels stated in Paragraph 25.
- 25. Severity Levels.** The table below addresses the severity levels structure, fault reporting procedures and escalation matrix along with the 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 24 x 7 x 365 basis. TIME shall, from time to time, notify the Customer of any updates to TIME’s fault reporting procedures and escalation matrix in writing

Severity Level	Description	Example	MTTr / MTTR	Escalation	Time Period
1	A critical incident with very high business impact. Result of the Downtime will be causing major interruption to services	A critical server such as (webservice/DB server) is down and impacting all users that requires access to the services. Example: 1) Cloud platform is down and impacting customers. 2) High performance degradation where the services are down.	15 min / 4 hours	Level 1	30 minutes
				Level 2	30 minutes
				Level 3	30 minutes
				Level 4	30 minutes
				Level 5	30 minutes
2	A major incident with significant impact where the services are partially down or where some functionality lost is experienced.	A server, which provide sub services (such as search or indexing services) is down and causing partial business impact. The services are still available but there is loss of some functionality. Example: 1) Monitoring detected that vCPU/vRAM/vDisk usage is critical but the server is still up and reachable. 2) Moderate performance degradation which cause slowness but the service is not down.	15 min / 12 hours	Level 1	2 Hour
				Level 2	2 Hour
				Level 3	2 Hour
				Level 4	2 Hour
				Level 5	2 Hour
3	A minor incident with low impact where there is no interruption to the services.	A server or service is affected/down which does not impact customer business. Example: 1. Servers such as staging and development is down 2. Minor performance degradation where it is not impacting services. Configuration changes such as an update to firewall rules is required.	15 min / 24 hours	Level 1	5 Hours
				Level 2	5 Hours
				Level 3	5 Hours
				Level 4	5 Hours
				Level 5	5 Hours
4	Secondary Services Down	Secondary services such as monitoring is down. These are secondary services which are used to enhance primary services but do not cause any business impact when it is down or affected.	15 min / 14 days	Level 1	2 days
				Level 2	2 days
				Level 3	2 days
				Level 4	2 days



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Severity Level	Description	Example	MTTr / MTRR	Escalation	Time Period
5	Services Improvement	Software bugs or glitches, which requires a firmware upgrade, or a new patch from software principal. Request for Enhancement (RFE) falls under the same category. The fix or improvement is subjective to principal or other factors.	15 min / ∞ days	Level 1	4 days
				Level 2	4 days





**PART D – MISCELLANEOUS**

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**26. Disclaimers**

- 26.1.** 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 TIME Cloud Services.
- 26.2.** 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 TIME Cloud Services. Further, TIME cannot guarantee and does not warrant the accuracy of any data or report of TIME Cloud Services delivered to the Customer.
- 26.3.** The Customer understands and agrees that TIME shall under no circumstances be held responsible or liable for situations where the Customer's data is accessed by third parties through illegal or illicit means, including situations of access by exploitation of software security gaps, inherent flaws or weakness in any software, or the Customer's own internal security procedures governing the use of TIME Cloud Services and the conduct of the Customer's users.
- 26.4.** Subject to any service level agreement provided herein, the TIME Cloud Services provided under this Service Schedule are provided on an "as is" basis.
- 26.5.** Neither TIME, its employees, Affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that TIME Cloud 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 TIME Cloud Services or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the Managed Services.
- 27. Renewal of Initial Terms.** Unless Customer notifies TIME in writing at least 90 days before the expiry of the Initial Service Term, that the Initial Service Term is not to be renewed, the Service shall be automatically renewed for the same duration as the Initial Service Term, on the same General Terms and the terms in this Service Schedule.
- 28. 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.
- 28.1. MRC on Renewal:** Clause 6.9 of the General Terms shall be applicable to the Service types listed in this Service Schedule only. At minimum, MRC on renewal will be the same as the last MRC of the Initial Term unless otherwise specified in the renewal Service Order.
- 28.2. Cancellation Cost:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Charges, such Cancellation Cost shall comprise of the following:



- a) any Charges waived by TIME;
- b) the cost incurred to carry out the installation and provisioning of TIME Cloud Services applicable to the respective Service Order (if any);
- c) any charges imposed by third party service providers in order to provide the Service (if any); and
- d) all incidental costs and expenses incurred by TIME in order to decommission TIME Cloud Services.

**28.3. Termination Charges:** Wherever in this Service Schedule it is stated that the Customer is to pay Termination Charges as compensation to TIME, the Termination Charges is equal to the aggregate of the following:

- a) any Charges waived by TIME;
- b) any charges imposed by third party service providers in order to provide the Service (if any);
- c) any other charges reasonably incurred by TIME as a result of the early termination; and
- d) any compensation payable to third party service providers by TIME arising out of, in connection with or related to the provision of TIME Cloud Services to the Customer.

**28.4. Invoice Disputes.** In addition to Clause 6.8 in General Terms, if the Parties are unable to resolve the dispute in relation to an invoice, then:

- a) Customer agrees that a disputed invoice pending resolution shall not be a valid ground to withhold payment of future invoices issued by TIME for TIME Cloud Services;
- b) TIME shall not suspend the Service to the Customer on the ground that the invoice remains outstanding; and
- c) either Party may refer the dispute for resolution.

## 29. CONSEQUENCES OF TERMINATION

**29.1.** If Customer terminates this Agreement pursuant to Clause 8.2 in General Terms or if TIME terminates this Agreement pursuant to Clauses 8.3 or 8.4 in General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay TIME the Balance Charges, the Termination Charges and all Charges in arrears up to the date of termination.

**29.2.** If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.5 in General Terms, then neither the Balance Charges nor the Termination Charges shall be payable by Customer but the Customer shall pay any Charges that are in arrears up to the date of termination and TIME shall not be liable to the Customer for any losses, damages or expenses suffered.

**29.3** Regardless of the Party terminating the Agreement, TIME Cloud Services shall cease to be provided by TIME on and from the date of termination.



**SERVICE SCHEDULE L: TIME CLOUD SERVICES**

- 29.4** In all cases, the Customer shall reimburse TIME for all third-party charges, costs and expenses that are imposed on TIME by such third party in order for TIME to either provide TIME Cloud Services and/or to terminate the service provided by such third parties.
- 30. Compliance with Laws and Jurisdiction.** In performing the Service, TIME shall not be bound to comply with any extraterritorial jurisdiction requests or demands from foreign governments, unless compelled by prevailing Malaysian law.



## APPENDIX 1 – SLA Description

### General Terms:

The SLA/SLG Exclusions, as outlined in Paragraph 23 of the Service Schedule, apply to all services eligible for SLA/SLG

### Definitions:

<b>Total Service Minutes</b>	Refers to the total minutes of network availability in a month (being number of calendar days in a calendar month multiplied by 1440 minutes per day)
<b>N/A</b>	Not Applicable. SLA/SLG does not apply to the services listed
<b>OBT</b>	“Open Beta Test” refers to service/product/software that is not yet considered the final version/still within Proof of Concept (PoC). Deployment with customer is mainly used to collect feedback from actual users to gather suggestions for improvements
<b>EOS</b>	“End of Service” refers to the end of the product/service’s lifecycle where it is no longer supported or maintained by the provider

<b>(A) VAS Category: TCS Professional Services</b>				
	<b>Description</b>	<b>Definition</b>	<b>SLA/SLG</b>	<b>Calculation</b>
1	TCS Professional Services	Consultancy and/or deployment and/or capacity planning services provided as defined within the Quotation provided	N/A	N/A

<b>(B) VAS Category: TCS Managed Services</b>				
	<b>Description</b>	<b>Definition</b>	<b>SLA/SLG</b>	<b>Calculation</b>
1	Managed Operating System (OS)	Managed services provided as defined within the relevant Service Schedule	N/A	N/A
2	Managed Backup and Restore			
3	Managed Patching			
4	Managed Disaster Recovery (DR)			



(C) VAS Category: TCS Network				
	Description	Definition	SLA/SLG	Calculation
1	Bandwidth	<p>Network Availability is measured from the cloud internet gateway to TIME Network for TIME Cloud Internet Access Line</p> <p>“TIME Network” means the communications network owned or leased by TIME and used to provide the Service</p> <p>“Unavailable Time” means the period of time (expressed in minutes) during which a Qualifying Incident exists that the network is unavailable, as measured by TIME from the cloud internet gateway</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusion:</b></p> <p>The bandwidth subscribed for the Service is subject to Internet Protocol (IP) overhead loss, within a standard ratio of not more than 6% against the Customer’s subscribed bandwidth. Such loss of bandwidth is considered within normal parameters and conforms to industry norms.</p> <p>Customer must access TIME’s approved speed test system (available at <a href="http://speed.time.com.my/">http://speed.time.com.my/</a>) 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.</p> <p>TIME does not make any representations or warranty, whether express or implied, and excludes any implied warranties (whether arising by operation of Applicable Law, equity or common law) that the Service will achieve the expected functionality, will be error-free or uninterrupted, and/or is of a specified or of any quality.</p>				
2	Bandwidth with Anti-DDoS	Network Availability is measured from the cloud internet gateway to TIME network for each subscribed Cloud Internet Access Line	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$



		"Unavailable Time" = TIME network cannot be reached from the cloud internet gateway		
<p><b>Exclusion:</b> Time does not guarantee that the subscribed DDoS Service will absolutely protect the Customer from a distributed denial of service attack and any losses that Customer experiences as a result of, arising out of, related to or as a consequence of a DDoS attack is absolutely excluded.</p> <p>Time does not make any representations or warranty, whether express or implied, and excludes any implied warranties (whether arising by operation of Applicable Law, equity or common law) that this Service will achieve the expected functionality, will enable the operating environment to be error-free or uninterrupted, and/or is of a specified quality or of any quality.</p>				
3	Elastic IP (EIP)	"Unavailable Time" means Elastic IP (EIP) system log showing that the relevant services is 'abnormal' for one (1) or more consecutive minutes due to the fault of TIME Cloud Platform	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusion:</b> TIME does not guarantee any performance and availability issues caused by:</p> <ol style="list-style-type: none"> <li>1) Your services exceeding the supported resource specifications.</li> <li>2) Faulty backend servers.</li> <li>3) Loss or disclosure of data, including passwords, due to your improper maintenance.</li> <li>4) Operations authorized by you or any mis-judgment in operations.</li> </ol>				
4	Elastic Load Balancer (ELB)	"Unavailable Time" means the ELB system log shows that the Backend Load Balancer Server was offline for one (1) or more consecutive minutes	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusion:</b> TIME does not guarantee any performance and availability issues caused by:</p> <ol style="list-style-type: none"> <li>1) Faulty backend server, or the absence of backend servers.</li> <li>2) Overloaded traffic that your current load balancer specification cannot handle.</li> <li>3) Security policy that denies health check to monitor the health of backend servers.</li> <li>4) Loss or disclosure of data, including passwords, due to your improper maintenance.</li> <li>5) Customer's negligence or allowed operations.</li> </ol>				



5	Direct Connect Virtual Gateway	"Unavailable Time" means the Layer 3 Gateway (L3GW) system log shows that the attached link to L3GW is not reachable for one (1) or more consecutive minutes	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusion:</b>                  TIME does not guarantee any performance and availability issues caused by:                  1) Congestion which results in latency due to limited subscription of the relevant connectivity services.                  2) Customer's negligence or allowed operations.</p>				
6	Layer 2 Bridge (L2BR) instance	"Unavailable Time" means the L2BR system log shows that the backend service was abnormal for one (1) or more consecutive minutes	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusion:</b>                  TIME does not guarantee any performance and availability issues caused by:                  1) Congestion which results in latency due to limited subscription of the relevant connectivity services                  2) Customer's negligence or allowed operations</p>				
7	Virtual Private Leased Line (vPLL)	The network availability is measured from the L2BR of the first region (point A) to the cloud gateway of the second region (point B)  "Unavailable Time" means the period of time (expressed in minutes) during which a Qualifying Incident exists that the point to point link is unavailable, as measured by TIME from Point A to Point B	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusions:</b>                  The bandwidth subscribed for the Service is subject to Internet Protocol (IP) overhead loss, within a standard ratio of not more than 6% against the Customer's subscribed bandwidth. Such loss of bandwidth is considered within normal parameters and conforms to industry norms..</p>				
8	vPLL L2BR instance	"Unavailable Time" means the L2BR system log shows that the backend service was abnormal for one (1) or more consecutive minutes	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$



<p><b>Exclusions:</b>                  TIME does not guarantee any performance and availability issues caused by:                  1) Congestion which results in latency due to limited subscription of the relevant connectivity services                  2) Customer's negligence or allowed operations</p>				
9	Network Address Translation (NAT) Gateway (Small/Medium/Large/Extra Large)	<p>"Service Unavailability" means all outgoing data packets of a NAT gateway are discarded within one minute.</p> <p>"Unavailable Time" means the total number of minutes in a month that all outgoing packets of a NAT gateway were discarded.</p>	99.95	$SLA\% = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusions:</b>                  TIME does not guarantee any performance and availability issues caused by:                  1) Customer's negligence or allowed operations.                  2) Customer's failure to follow the NAT Gateway documentation or usage suggestions, or by your refusal to take suggestions after being notified of risks.</p>				





(D) VAS Category: TCS Compute - ECS				
	Description	Definition	SLA/SLG	Calculation
1	Elastic Cloud Server (ECS)	<p>"Service Unavailability" means the system logs of Elastic Cloud Servers (ECSs) show that ECS has reached "faulty" state and cannot be recovered for one (1) or more consecutive minutes because of the Cloud platform.</p> <p>"Unavailable time" is the total number of minutes that an ECS is in Service Unavailability state within a month.</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$

**Exclusions:**

TIME does not guarantee any performance and availability issues caused by:

- 1) Data stored on local disks being lost due to damage to those disks or becoming unavailable due to an instance breakdown.
- 2) If customer's service does not have high availability (HA) capabilities and does not accept server replacement, BMS or ECS with local disks instance becomes unavailable during hardware repair.
- 3) Service unavailability caused by your own operations, for example, stopping or restarting an ECS, or detaching an EVS disk from an ECS using the console or APIs.
- 4) Services made unavailable due to unsupported software or drivers, third-party software or drivers that are not directly managed by TIME Cloud, configuration errors, or hacker attacks.
- 5) Data, passwords, or other information getting lost or leaked due to improper maintenance or handling of confidential information.
- 6) Operations authorized by the customer or any misoperations.
- 7) Network faults, device faults, or configuration adjustment of non-TIME devices.



(E) VAS Category: TCS Compute - BMS				
	Description	Definition	SLA/SLG	Calculation
1	Bare Metal Server (BMS)	<p>"Service Unavailability" means the system logs of Bare Metal Server (BMS) show that BMS has reached "faulty" state and cannot be recovered for one (1) or more consecutive minutes because of the Cloud platform.</p> <p>"Unavailable time" is the total number of minutes that an BMS is in Service Unavailability state within a month.</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusions:</b>                      TIME does not guarantee any performance and availability issues caused by:</p> <ol style="list-style-type: none"> <li>1) Data stored on local disks being lost due to damage to those disks or becoming unavailable due to an instance breakdown.</li> <li>2) If your service does not have high availability (HA) capabilities and does not accept server replacement, BMS or ECS with local disks instance becomes unavailable during hardware repair.</li> <li>3) Service unavailability caused by your own operations, for example, stopping or restarting an ECS, or detaching an EVS disk from an ECS using the console or APIs.</li> <li>4) Services made unavailable due to unsupported software or drivers, third-party software or drivers that are not directly managed by TIME Cloud, configuration errors, or hacker attacks.</li> <li>5) Data, passwords, or other information getting lost or leaked due to improper maintenance or handling of confidential information.</li> <li>6) Operations authorized by the customer or any misoperations.</li> <li>7) Network faults, device faults, or configuration adjustment of non-TIME devices.</li> </ol>				



(F) VAS Category: TCS Compute – CCE (Master Node)				
	Description	Definition	SLA/SLG	Calculation
1	Cloud Container Engine (CCE)	<p>"Service Duration" means 5 consecutive minutes</p> <p>"Total Service Duration per month" means the number of 5 consecutive minutes within a calendar month</p> <p>"Service Unavailability" means the CCE system log shows that the CCE related processes on the backend CCE node is abnormal</p> <p>"Unavailable Time" is the total number of service duration where CCE is in Service Unavailability state within a month.</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
<p><b>Exclusions:</b></p> <p>TIME does not guarantee any performance and availability issues caused by:</p> <ol style="list-style-type: none"> <li>1) Risky and impactful operations explicitly notified by CCE, the execution of which may disable the cluster control plane to allow access or provide services within the declared scope and time.</li> <li>2) Unavailability or resource shortage of its dependent services, including Compute, Storage, and networking services, to which CCE connects to run Kubernetes clusters. In such cases, fault handling should follow the SLA of the dependent services..</li> <li>3) Issues arising from open source software, including Kubernetes, third-party Kubernetes add-ons integrated with CCE, Docker, and OS kernel.</li> <li>4) Failure of Kubernetes nodes or the Kubernetes pods running on those nodes.</li> <li>5) Customer's change on the configurations without following the CCE documentation or console instructions, unless otherwise specified.</li> <li>6) CCE service SLA only applies to the CCE cluster commercial version, and does not apply to the CCE cluster OBT and EOS versions. For details, see Kubernetes Version Policy in <a href="https://kubernetes.io/releases/">https://kubernetes.io/releases/</a></li> <li>7) Usage of features not documented or available in the CCE console. In such instances, CCE does not guarantee SLA adherence unless explicitly stated otherwise.</li> </ol>				



<b>(G) VAS Category: TCS Compute – CCE (Worker Node)</b>				
	<b>Description</b>	<b>Definition</b>	<b>SLA/SLG</b>	<b>Calculation</b>
1	Cloud Container Engine (CCE) Worker Node	To follow ECS SLA definition and exclusions	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$

<b>(H) VAS Category: TCS Licenses</b>				
	<b>Description</b>	<b>Definition</b>	<b>SLA/SLG</b>	<b>Calculation</b>
1.1	Microsoft Windows Server (Core Pack)	Monthly subscription of license as per defined within the Service Schedule.	N/A	N/A
1.2	Microsoft Remote Desktop Services (SAL)			
1.3	Microsoft SQL (Web) (Core Pack)			
1.4	Microsoft SQL (Standard) (Core Pack)			
1.5	Microsoft SQL (Enterprise) (Core Pack)			
1.6	RHEL (Small)			
1.7	RHEL (Large)			



(I) VAS Category: TCS Storage				
	Description	Definition	SLA/SLG	Calculation
1.1	Elastic Volume Service (EVS)	<p>"Service Unavailability" means the Elastic Volume Service (EVS) system log shows that EVS was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p> <p>"Unavailable Time" means the number of minutes where EVS is experiencing Service Unavailability within a month</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
1.2	Object Storage Service (OBS)	<p>"Error Rate Per Five Minutes" means the Total number of Failed Requests per five minutes/Total number of Valid Requests per five minutes * 100%</p> <p>"Failed Requests" means the requests with 5xx error codes returned by OBS, except the following:</p> <p>"Valid Requests" means the requests received by the OBS server, except scenarios stated within exclusions</p> <p>"Total number of Five (5) minute cycles in a month" means the total number of 5 minutes calculated across the number of days within the calendar month which is equivalent to number of days in the calendar month * 24 (hours) * 12</p>	99.95	$SLA\% = \left(1 - \frac{\text{Total Error Rate per Five Minutes}}{\text{Total number of Five (5) minute cycles in the month}}\right) \times 100\%$
<p><b>Exclusions:</b> This SLA does not apply to any performance and availability issues due to: 1) Edge access failures, including network faults, hardware faults and others.</p>				



2) OBS requests originating from client IP addresses and accounts restricted by OBS due to hacker attacks on your resources. 3) OBS requests (with an HTTP status code 429 or 503) that exceed the specified quota due to improper access, and are therefore restricted by OBS. 4) Failed OBS requests generated when the GetService API is called to obtain the bucket list. 5) Failed OBS requests caused by the backend asynchronous processing after lifecycle management and cross-region replication are configured. 6) Slow requests in the following scenarios: a) Callback timeout requests. b) Timeout requests of back-to-source by mirroring. 7) Error requests due to appropriate upgrade, change, or suspension initiated by OBS. 8) Requests failed (with HTTP status code 403) to pass OBS identity verification and authentication. 9) Requests failed (with HTTP status code 403) due to account arrears.				
1.3	Scalable File Service (SFS)	<p>"Service Unavailability" means the Scalable File Service (SFS) system log shows that SFS was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p> <p>"Unavailable Time" means the number of minutes where SFS is experiencing Service Unavailability within a month</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
1.4	Snapshot Storage	<p>"Service Unavailability" means the eBackup system log shows that eBackup Storage was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p> <p>"Unavailable Time" means the number of minutes where eBackup storage is experiencing Service Unavailability within a month</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
1.5	Image Storage	<p>"Service Unavailability" means the storage used for Image Storage, which is Elastic Volume Service (EVS), where the EVS system log shows that EVS was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$



		"Unavailable Time" means the number of minutes where EVS is experiencing Service Unavailability within a month		
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(J) VAS Category: TCS Backup				
	Description	Definition	SLA/SLG	Calculation
1.1	Cloud Server Backup Service ("CSBS") – Full Backup Capacity	<p>"Service Unavailability" means the Elastic Volume Service (EVS) system log shows that EVS was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p> <p>"Unavailable Time" means the number of minutes where EVS is experiencing Service Unavailability within a month</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
1.2	Cloud Server Backup Service – Incremental Backup Capacity	<p>"Service Unavailability" means the eBackup system log shows that eBackup Storage was inaccessible for one (1) or more consecutive minutes because of TIME Cloud.</p> <p>"Unavailable Time" means the number of minutes where eBackup storage is experiencing Service Unavailability within a month</p>	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$





(K) VAS Category: TCS DR				
	Description	Definition	SLA/SLG	Calculation
1.1	Cloud Server Disaster Recovery Storage	To follow EVS SLA definition and exclusions, limited to the duration within the DR activation	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$
1.2	Cloud Server Disaster Recovery Resource (Standby)	Cloud Resources that are put on standby and not activated when DR is not declared	N/A	N/A
1.3	Cloud Server Disaster Recovery Resource (Active)	To follow ECS SLA definition and exclusions, limited to the duration within the DR activation	99.95	$SLA = \frac{\text{Total Service minutes per month} - \text{Unavailable Time in minutes per month}}{\text{Total Service minutes per month}} \times 100\%$

