SERVICE SCHEDULE J: AVM CLOUD SERVICES

THIS SERVICE SCHEDULE AND THE TERMS HEREIN AND IN THE APPENDICES HERETO, APPLIES TO THE SERVICE IDENTIFIED AS "AVM 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.** AVM Cloud Services comprise the following types that would be subscribed by Customer as specified in the applicable Service Order Form or Service Request Form:

  (a) AVM Cloud – Virtual Private Cloud (formerly known as Compute/Compute with database license)
  (b) AVM Cloud – Fusion Cloud (formerly known as AVM Cloud Fusion)
  (c) AVM Cloud – Cloud-in-a-Box

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

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

Service Type	Description
(a) AVM Cloud – Virtual Private Cloud (formerly known as Compute/Compute with database license)	**Compute** – The service comprises of virtual computing resource below, deployed specifically on AVM Cloud Platform. It combines: (i) Virtual CPU ("**vCPU**"), refers to the central processing unit of a computer that retrieves and executes instructions; (ii) Virtual RAM ("**vRAM**"), refers to the general-purpose memory which gives applications a place to store and access data on a short-term basis; (iii) Disk, which is the storage disk space to store user data and content; (iv) Connectivity, which comprises connectivity for the subscribed AVM Cloud Services; (v) Network & security, which is the networking and security functionality for the subscribed AVM Cloud Services to protect it against cybersecurity attack. **Compute for relational database service ("RDS")** (formerly known as Compute with database license) – The service comprises Compute and database license subscription. It provides a combination setup of virtual computing resource and database application to the subscribed service.
(b) AVM Cloud – Fusion Cloud (formerly known as AVM Cloud Fusion)	The service comprises cloud backup service and/or disaster recovery-as-a-service. (i) Cloud backup service is to provide resilient protection of Customer's data within and/or outside the AVM Cloud zone; (ii) Disaster recovery-as-a-service is to leverage the AVM Cloud Platform to provide disaster recovery and business continuity for Customer's business function in the event of a site disaster at the Customer's location.

c) AVM Cloud – Cloud-in-a-Box	**Compute** – The service comprises the dedicated computing resources below, deployed specifically on AVM Cloud Platform. It combines: (i) Virtual CPU ("**vCPU**"), refers to the central processing unit of a computer that retrieves and executes instructions; (ii) Virtual RAM ("**vRAM**"), refers to the general-purpose memory which gives applications a place to store and access data on a short-term basis; (iii) Disk, which is the storage disk space to store user data and content; (iv) Connectivity, which comprises connectivity for the subscribed AVM Cloud Services; (v) Network & security, which is the networking and security functionality for the subscribed AVM Cloud Services to protect it against cybersecurity attack.

The Services may be offered across different cloud zones. The options for the deployment of the Services are as follows:

(a) AVM Cloud – Virtual Private Cloud (formerly known as Compute/Compute with database license)
The provisioning of this Service for the Customer is at TIME's designated sites on a multi-tenant setup basis and/or dedicated setup basis, depending on the Service subscribed. This Service runs on remote servers operated by TIME.

(b) AVM Cloud – Fusion Cloud (formerly known as AVM Cloud Fusion)
The provisioning of this Service for the Customer is over the equipment stored at Customer's site on a dedicated setup basis and/or TIME's designated sites on a multi-tenant setup basis.

(c) AVM Cloud – Cloud-in-a-Box
The provisioning of this Service for the Customer is over the equipment stored at Customer's site on a dedicated setup basis. AVM Cloud – Cloud-in-a-Box provides extended, virtualised computing resources via physical components stored in Customer's site.

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

Service Type	The scope of work for AVM Cloud Services that TIME will provide is specified below (*"Standard Service Component"*)	Service Level Arrangement (*"SLA"*)
(a) AVM Cloud – Virtual Private Cloud (formerly known as Compute/Compute with database license)	The provisioning of virtual computing resource deployed specifically on the AVM Cloud Platform. It is one of or a combination of any or all of the following: (i) Virtual CPU; (ii) Virtual RAM; (iii) Disk;	99.9%

Service Type	The scope of work for AVM Cloud Services that TIME will provide is specified below (*"Standard Service Component"*)	Service Level Arrangement (*"SLA"*)
	(iv) Connectivity; (v) Network & security.	
(b) AVM Cloud – Fusion Cloud (formerly known as AVM Cloud Fusion)	The provisioning and configuration of virtual storage resource deployed specifically on the AVM cloud platform for AVM Cloud – Fusion Cloud. The scope of work for the AVM Cloud - Fusion Cloud subscription would be as follows: (i) Provision of cloud backup license for backup designated workload/virtual machine; (ii) Provision of cloud storage volume for keeping backup retention copies; (iii) Provision of cloud storage volume for disaster recovery replicated data storage; (iv) Provision of Customer premises equipment for above services – on-premises, or Customer's designated location.	99.9%
(c) AVM Cloud – Cloud-in-a-Box	The provisioning of dedicated computing resource deployed specifically on the AVM Cloud Platform. It is one of or a combination of any or all of the following: (i) Virtual CPU; (ii) Virtual RAM; (iii) Disk; (iv) Connectivity; (v) Network & security.	99.9%

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

1.4. **Add-On Service Categories.** The following value-added services may be subscribed by the Customer if the Customer has subscribed for the Qualifying Service, as specified below.

Service Category	Description	Qualifying Service
License Subscription	License subscription, which comprises various software application licenses supplied by third-party providers for the purpose of Compute.	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box

Service Category	Description	Qualifying Service
Data Protection Service	The service comprises data protection service to provide resilient data protection to Customer's data. This would enable data backup and duplication within the same cloud zone or across different cloud zone(s), as the case may be.	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box
Co-location	The service comprises data centre co-location services which can be subscribed with AVM Cloud Services for the purposes of hosting the Customer's equipment at TIME's designated sites and/or zones	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box
Marketplace	This is a marketplace where the Customer may purchase/subscribe for solutions offered by AVM's qualified independent software vendors ("**ISVs**"), and technology partners via AVM cloud.	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box
Digital Workplace	The service comprises a virtual desktop that is hosted on AVM cloud.	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box
AVM Insight Analytics	The service comprises Internet of Things ("IoT") services where data from IoT devices/sensors can be ingested, transformed and stored in a software database and visualised in a visualisation tool.	AVM Cloud – Virtual Private Cloud, AVM Cloud – Cloud-in-a-Box
Dedicated Cloud	The service comprises dedicated host(s) with Compute resources for Virtual CPU and Virtual RAM reserved exclusively for the Customer to allow the Customer to use its own per-core software licences.	AVM Cloud – Virtual Private Cloud

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

1.5.   Third-Party Solution

1.5.1.   In the event TIME assists the Customer to procure any other services or products to use with AVM 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.

1.5.2. The Customer acknowledges and agrees that any third-party solution that may be used with AVM 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.

1.5.3. TIME has no responsibility for the performance, product description, specifications, reference content, or any and all claims or representations of third-party solutions and is unable to give any warranty whatsoever neither express nor implied.

2. **Definitions and Interpretations**

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

2.2. Further, unless the context otherwise requires, the following words and expressions shall have the following meanings in this Service Schedule:-

(a)	AVM Cloud Platform	means the platform deployed and managed by TIME to deliver AVM Cloud Services to the Customer.
(b)	AVM Cloud Portal	means a graphical user interface representing information regarding the Customer's provisioned resources on the AVM Cloud Platform.
(c)	AVM Cloud Services	means the AVM Cloud Services set out in Paragraphs 1.1, 1.2 and 1.3 of this Service Schedule.
(d)	Cloud-in-a-Box	means the AVM Cloud – Cloud-in-a-Box described in Paragraph 1.2
(e)	Compute	means the combination of virtual CPU & virtual RAM resource assigned to a virtual machine. This excludes any third-party software or operating systems that is executed on the Virtual Machine.
(f)	Connectivity	means access to the Customer's AVM Cloud environment.
(g)	Co-location	means the data centre co-location service which can be subscribed with AVM Cloud Services for the purposes of hosting the Customer's equipment at TIME's designated sites.
(h)	Data Protection Service	means the service to protect Customer's data on the AVM Cloud Platform.
(h)	Digital Workplace	means the digital workplace application service that Customer can subscribe to via AVM Cloud Services.
(i)	Disk	means the virtual storage resource that is assigned to a Virtual Machine or accessible over a network.
(j)	Fusion Cloud	means the AVM Cloud – Fusion Cloud described in Paragraph 1.2.
(k)	Incident Report or IR	means the report which describes the Qualifying Incident and includes information such as the date and time that the Qualifying Incident was detected, Customer details,

			location of the Qualifying Incident, problem description, Trouble Tickets escalated to the Principal (if applicable) and the severity level of the Qualifying Incident as determined by TIME.
	(l)	Marketplace	means the Marketplace service described in Paragraph 1.4.
	(m)	Network	Means the network resource that is assigned or accessible within AVM Cloud Services.
	(n)	Principal	means the manufacturer, developer, proprietor and/or appointed distributors of a third-party hardware, software, solution or service used for the purpose of provisioning AVM Cloud Services.
	(o)	Qualifying Incident	means any unplanned interruption to the subscribed AVM Cloud Service or reduction in the quality arising during typical usage of the subscribed AVM Cloud Service. It is defined according to the different levels of severity according to the level of impact the incident has over the subscribed AVM Cloud Service as set out in Paragraph 15 of this Service Schedule.
	(p)	Trouble Ticket	means the ticket raised by the Customer in accordance to any service interruption or unavailability of the subscribed services.
	(q)	Utilisation Report	means the monthly operation report that shows the usage of a particular AVM Cloud Service subscribed from TIME.
	(r)	vCPU	means the virtual CPU resource that is assigned to a Virtual Machine.
	(s)	vDisk	means virtual disk storage resource that is assigned to a Virtual Machine.
	(s)	Virtual Computing Resource	means virtual resources comprising the CPU and RAM in the fully managed AVM Cloud Platform.
	(t)	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.
	(u)	Virtual Private Cloud	means the AVM Cloud – Virtual Private Cloud described in Paragraph 1.2.
	(v)	vRAM	means virtual RAM resource that is assigned to a Virtual Machine.

3.   Service Provisioning

3.1.   Commencement. TIME will endeavour to provide the AVM 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 AVM 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 help desk that you will be able to contact to submit Service requests, report Qualifying Incidents and ask questions about the Service ("Service Desk").

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

      (a)   the parties shall mutually agree in writing to amend the CRD for the Service; and

      (b)   the Customer shall acknowledge and agree to pay TIME additional charges for the modification to the setup of the AVM 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 AVM Cloud Service and cancel the Service Order or Service Request Form, in which case the Customer shall pay the Cancellation Cost as set out in Paragraph 18.2. If TIME is of the opinion that the CRD may not be achieved for any reason, TIME may at its discretion revise the CRD and notify the Customer accordingly.

3.5.   **Completion.** 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 AVM Cloud Platform for operational purposes.

3.6.   **Inaccurate Information.** If TIME is required to change the provision of AVM 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 by TIME.** TIME may, in addition to any other rights in this Service Schedule, cancel a Service Order or Service Request Form for AVM Cloud Services if:

      (a)   it is technically not feasible for TIME to provide the required Service by the CRD; or

      (b)   if a third-party solution is required and the third-party providers are not able to provide such solution, element or part for AVM 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.

3.8 **Cancellation by Customer.** Where the Customer cancels and/or wishes to cancel the Service Order partly or wholly at any time prior to the SCD for any reason whatsoever, the Customer shall be liable to pay the Cancellation Cost as set in Paragraph 18.2.

4. Right of Use

4.1. TIME shall grant the Customer the right to access to a quantified of shared or dedicated compute resources, storage infrastructure, network and application resources within a virtualised 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 believe 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, Service Request 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. The Customer shall ensure that all information the Customer provides to TIME shall be accurate, complete, and not misleading.

4.6. Should the Customer subscribe to AVM 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.

4.7. TIME will not permit the Customer or any Customer nominated personnel to have any physical access to the AVM Cloud Services infrastructure or any of the facilities where that infrastructure resides.

4.8. 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 AVM Cloud Services and that such use will not infringe the intellectual property rights of any third party.

4.9. 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 AVM Cloud Services to the Customer.

4.10. **Suspension of Services.** In addition to Clause 7 of the General Terms, TIME may suspend AVM Cloud Services without any further liability if:

     (a)   TIME reasonably believes that AVM Cloud Services is 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 AVM Cloud Platform whereby the AVM Cloud Platform is accessed or manipulated by a third party without the Customer's consent; or

     (d)   there is any event for which TIME reasonably believes that the suspension of AVM Cloud Services is necessary to protect the AVM Cloud Platform, system, TIME Network, any other property of TIME, any third party of TIME, the Principal or the other customers of TIME, including but not limited to if TIME is faced with a credible claim that the Services or any software infringes upon the intellectual property rights of other parties.

Notwithstanding Paragraph 4.10, 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.

4.11.   Content and Data Privacy

4.11.1.   As information transmitted through the Internet in general is not confidential, TIME cannot and does not guarantee the privacy, protection, security or integrity of any information transmitted through the Internet by the Customer, to which the Customer acknowledges and accepts that it does so at its own risk.

4.11.2.   The Customer accepts that it shall be solely responsible for all content stored on and distributed from AVM Cloud Services. The Customer acknowledges and accepts that TIME does not intend and will not be required to review the accuracy or appropriateness any of the Customer's content delivered while using AVM Cloud Services.

4.11.3.   Where the Customer receives or process Personal Data of end users or other identifiable individuals in its use of AVM 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.

4.11.4.   Upon termination of AVM Cloud Services, TIME shall retain the Customer's data in AVM 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 AVM Cloud Platform before the Retention Deadline. TIME shall not be responsible for any data retrieval, data restoration or data loss after the Retention Deadline.

4.12.   Security

4.12.1.   The Customer shall take all such measures as may reasonably be necessary (including but not limited to changing its password from time to time) and such other security procedures and controls to protect the secrecy of its user identification and/or password and shall not

reveal or share the same with any other unauthorised person(s), and shall ensure that AVM Cloud Services are accessed and used only by authorised persons, and take all such steps as may be necessary to ensure its continued security and to prevent any unauthorised access, processing, transfer or use by a third party or misuse, damage or destruction by any person.

4.12.2. TIME shall not be liable for any loss or damage incurred by the Customer or third parties due to any wrongful use of the Customer's account by the Customer or any wrongful or fraudulent use of the Customer's account by any other person. TIME shall not be liable for any corruption of data in the Customer's systems resulting from an external security breach or any inappropriate handling of such data on the Customer's part. This is including but not limited to installation of software using non-standard repository and/or plugging in of third-party unsupported hardware.

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

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

4.12.5. The Customer shall comply with all usage instructions and guidelines in respect of the use of AVM Cloud Services that may be published from time to time by TIME.

4.13. Connectivity

4.13.1. In addition to the Customer subscribing to a particular AVM Cloud Service, the Customer may be required to subscribe to an applicable connectivity service that will be used to provide access to the Internet and data link between two (2) or more cloud zones.

4.13.2. 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 AVM Cloud Service.

4.13.3. **Network**. Upon provisioning of AVM Cloud Services, the Customer will be given access to utilise 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 all required network configurations are as required.

4.13.4. When a Customer subscribes to connection access for AVM Cloud Services, the Customer acknowledges that the bandwidth capacity will be capped as per respective offering subscription terms. Each connection access will be assigned one port at the virtual firewall to allow connection between the boundaries of AVM Cloud Services.

4.13.5. TIME will cap the bandwidth purchased by the Customer at the total bandwidth allocation level specified in the Service Order Form or Service Request Form ("**Total Bandwidth Allocation**").

4.13.6. 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 exists and TIME disclaims any liability arising from the loss of data integrity except if solely due to the gross negligence of TIME.

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

PART B – SERVICE OPERATIONS

6. **Variation of Service Order, Add-On(s) & PAYU Model.**

6.1. **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.

6.2. **Add-On(s).** Where the Customer requires addition of any Service or component of a Service ("**Add-On(s)**") after acceptance of the Service Order, the quotation of and the unit price list ("**Rate Card**") provided with such Service Order shall be applicable to the Add-On(s), and if the Customer agrees to subscribe and TIME agrees to provide such Add-On(s), the Customer shall submit a duly executed service request form as designated by TIME ("**Service Request Form**" or "**SRF**") for such Add-On(s). Unless otherwise set out in the Service Request Form or the context of the Service Request Form requires otherwise, the terms and conditions applicable to the Service Order shall also be applicable to the Service Request Form. Where the Customer requires such addition of the Add-On on a temporary basis, the Customer must specify the start date and end date of such Add-On, failing which, the end date for such Add-On shall coincide with the expiry of the Initial Service Term, subject to renewal in accordance with the General Terms and the terms in this Service Schedule. The minimum period of subscription for Add-On(s) is one (1) month.

6.3. **Add-On(s) based on PAYU Model.** For selected situations, the Customer may be required to pay for charges for Add-Ons based on utilisation ("**PAYU Model**"). The Customer shall execute an SRF in relation to the utilisation of the relevant Service under the PAYU Model and agrees to pay the relevant charges based on the Utilisation Report issued at the end of the Customer's billing cycle. For clarity, the rate of the charges for Add-Ons based on PAYU Model shall be as per the Rate Card provided with the Service Order referenced in the Service Request Form.

7. **Monitoring.** TIME has no obligations to monitor deliverables provided to the Customer under this Service Schedule but has the right to monitor should it deem necessary in compliance with local authority and Applicable Laws.

8. **Logs.** TIME may collect, compile and store logs in order to operate AVM Cloud Services to the extent permitted by Applicable Laws. These logs are only used internally by TIME and TIME is under no obligation to provide them to the Customer.

9. **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 AVM Cloud Services (if applicable) is kept to a minimum.

9.1. **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**").

9.1.1. 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.

9.1.2. As far as possible, TIME shall endeavour to ensure that any disruption or interruption to the Service is kept to a minimum. The standard for TIME's maintenance window for Scheduled or Planned Maintenance is between 00.00-7.00 MYT (GMT+08:00). TIME will try its best to accommodate reasonable requirements of the Customer in terms of Scheduled or Planned Maintenance times

9.1.3. TIME shall endeavour to not suspend AVM Cloud Services for Scheduled or Planned Maintenance more than 12 times in any calendar year. Further, TIME shall endeavour to ensure that Scheduled or Planned Maintenance does not exceed a total of 24 hours in any calendar year.

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

PART C – SUPPORT & SERVICE LEVELS

10. **Service Level Arrangement (SLA):** Unless otherwise indicated in the applicable Service Order or Service Request Form, the type of Service is provided with the appropriate SLA as indicated in Paragraph 1.3 to this Service Schedule. These SLAs are not subject to any service credit regime or the provision of any compensation to the Customer if TIME does not meet the SLAs for any reason whatsoever. The SLAs are provided in good faith of TIME's willingness to achieve that level of service but without any liability to TIME for any failure or non-achievement.

10.1. TIME will aim to provide AVM Cloud Services at availability of 99.9% ("AVM Cloud Services Availability Commitment") within the scope of coverage set out above and restore any AVM Cloud Services outage within a total of eight (8) hours and forty-five (45) minutes of a fault annually.

10.2. AVM Cloud Services Availability Commitment will be measured according to each of the Service type as per follows: -

$$Service\ Availability\ (\%) = \frac{Total\ Duration\ of\ AVM\ Cloud\ Services\ Up\ Time}{Total\ Number\ of\ Minutes\ per\ Calendar\ Month}\ x\ 100\%$$

AVM Cloud Services refers to the Service type as described in Paragraph 1.2 and respective SLA as stipulated in Paragraph 1.3 and the SLA is measured on monthly basis.

10.2.1. Service Availability and its respective SLA is measured individually by Service type as described in Paragraph 1.3.

10.2.2. Multiple Trouble Ticket raised does not stack and will be treated as a single Trouble Ticket to be rectified accordingly.

10.2.3. The AVM Cloud Services Availability Commitment is applicable only to AVM Cloud Services and covers service failures directly related to the Customer's AVM Cloud Services as described under Paragraph 1.3 and excludes the availability of the AVM Cloud Portal.

10.2.4. The scope of coverage of the AVM 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 AVM Cloud Services, local access service, and packet delivery to the Internet not owned or operated by TIME.

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

    (a) The duration for unavailability of AVM Cloud Services ("**AVM Cloud Services Outage Time**") will be measured by TIME starting from when Customer reports a Qualifying Incident and ending when TIME closes the Qualifying Incident.

    (b) **Incident Opening:** Customer must report all Qualifying Incidents to the Service Desk, where a Trouble Ticket with a reference number or identifier will be registered and opened, and TIME will advise such information to Customer.

    (c) **Incident Closure:** TIME will inform Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (d) below, will close the Trouble Ticket when either Customer confirms that the Qualifying Incident is cleared within 24 hours after being informed by TIME or TIME has closed the Trouble Ticket after unsuccessful attempts to contact Customer, by reasonable means, in relation to the Qualifying Incident and Customer has not responded within 24 hours following TIME's attempt.

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

11.1. If TIME detects an issue with the Customer's Cloud environment, TIME will log a case and inform the Customer accordingly.

11.2. The Customer acknowledges and agrees that where the provision of AVM Cloud Services involves the use of or is provided through the hardware, software, solution and/or service from a Principal, the Customer is also subject to the Principal's terms and conditions. Where TIME in its absolute discretion, deems necessary to escalate a Qualifying Incident to the Principal for assistance, the SLA and the Mean Time to Repair ("MTTR") of TIME set out in this Service Schedule, shall not apply.

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

12.1. 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 virtualised cloud tenant within AVM 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.

12.2. Where the Customer reports to TIME an Interruption, and TIME upon investigation, finds out that the Interruption is caused by third-party solutions or services that are not supplied by TIME, TIME will notify the Customer that the Interruption is outside the scope of the Service. Where this occurs TIME shall not be responsible for resolution of the Interruption.

13. **SLA Exclusion.** This SLA does 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)   If the Customer is in breach of the Agreement with TIME, which would include payment obligations;

   (c)   If downtime occurred as a result of the Customer's misuse of the Services;

   (d)   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 AVM Cloud Services;

   (e)   From any actions or inactions of the Customer or any third-party which causes the unavailability;

   (f)   Downtime resulting from the Customer's data, software, or other technology and/or third-party solution;

   (g)   Multiple Qualifying Incidents raised for the same issue will count towards a single SLA calculation and reported as such;

   (h)   The additional time taken by the Customer to perform confirmation testing after the affected service is restored;

   (i)   The time taken to carry out non-standard tests requested by the Customer;

   (j)   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); or

   (k)   The Qualifying Incident is escalated to the Principal. For clarity, the MTTR of TIME set out in this Service Schedule shall not apply as the MTTR and workaround time will be determined by Principal.

14. **Services Support Escalation**

14.1. Where the Customer experiences any Interruptions or issues with regard to the Services, the Customer shall raise a Trouble Ticket for the Interruptions or issue ("**Trouble Ticket**") in accordance with the escalation protocols in this Paragraph 15.

14.2. Upon receiving the Customer's Trouble Ticket, TIME shall rectify the Interruption or issues within the time stated for the prescribed severity levels stated in Paragraph 15.

15. **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 authorised to address and resolve performance issues on a 24x7x365 basis. TIME shall, from time to time, notify the Customer of any updates to TIME's fault reporting procedures and escalation matrix in writing.

Service Schedule J: AVM Cloud Services

Severity Level	Severity Description	MTTr / MTTR for off-site	MTTr for on-site	L1-to-L2 Escalation	L2-to-Principal Escalation	Report
1	An incident with critical business impact on the Customer's primary business operation, where there is: (i) a critical functionality loss in the system (system/storage/network/infra down) rendering the system unusable; (ii) a substantial loss of Service resulting in the Customer's business operations being severely disrupted; and/or (iii) all or a substantial portion of the Customer's mission critical data is at a significant risk of loss or corruption, with no alternative or workaround immediately available.	15 min/4 hours	4 hours	30 min	Note: When the Qualifying Incident is escalated to the Principal, the MTTR is determined by the Principal.	IR (3 days from the date of the Trouble Ticket)
2	An incident with major business impact on the Customer's business operation, where there is a partial loss of critical/urgent business function due to hardware problems or malfunction, resulting in a degradation of such business function.	15 min/8 hours	4 hours	2 hours		IR (3 days from Customer's request for the IR)
3	An incident with low impact on the Customer's business operation, where there is a loss of non-critical business function.	15 min/24 Business Hours	Next Business Day	3 Business Hours		N/A
4	Service requests fulfilment for small changes or additions which have low risk, low cost and occur quite frequently (requests to add/increase/decrease/remove/change)	15 min/48 Business Hours	Next Business Day	1 Business Day		N/A

Severity Level	Severity Description	MTTr / MTTR for off-site	MTTr for on-site	L1-to-L2 Escalation	L2-to-Principal Escalation	Report
5	An enquiry for troubleshooting and guidelines causing little or no impact to customers business with no binding SLAs (customer enquiries)	15 min/7 Business Days	Not Applicable	2 Business Days		N/A

Notes:

(i) "**MTTr**" is defined as mean time to respond. The "**MTTr for on-site**" set out in the table above is only applicable to equipment stored at Customer's site specifically provisioned for the AVM Cloud Service subscribed by the Customer;

(ii) "**MTTR**" is defined as mean time to repair;

(iii) "**Business Hours**" is defined as the hours between 9.00am and 5.30pm on a Business Day; and

(iv) "**Business Day**" is defined as Monday to Friday excluding Saturday, Sunday or any public holidays in the state of Selangor Darul Ehsan in Malaysia

PART D – MISCELLANOUS

16. Disclaimers

16.1. 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 AVM Cloud Services.

16.2. 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 AVM Cloud Services. Further, TIME cannot guarantee and does not warrant the accuracy of any data or report of AVM Cloud Services delivered to the Customer.

16.3. 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 AVM Cloud Services and the conduct of the Customer's users.

16.4. Subject to any service level agreement provided herein, the AVM Cloud Services provided under this Service Schedule are provided on an "as is" basis.

16.5. Neither TIME, its employees, affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that AVM 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 AVM Cloud Services or as to the accuracy, reliability or

content of any information services or merchandise contained in or provided through the Managed Services.

17. **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.

18. **CHARGES.** In addition to the Charges as defined in the General Terms and as specified in the Service Order or Service Request Form, the following are applicable in respect of this Service Schedule.

18.1. **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.

18.2. **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 AVM Cloud Services applicable to the respective Service Order or Service Request Form, if any;

    (c)   any charges imposed by third-party service providers in order to provide the Service (if any);

    (d)   all incidental costs and expenses incurred by TIME in order to decommission AVM Cloud Services.

18.3. **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;

    (d)   any compensation payable to third party service providers by TIME arising out of, in connection with or related to the provision of AVM Cloud Services to the Customer.

18.4. **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 AVM 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.

19. **CONSEQUENCES OF TERMINATION**

19.1. 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.

19.2. 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.

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

19.4. 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 AVM Cloud Services and/or to terminate the service provided by such third parties.

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