

**SERVICE SCHEDULE M: WHOLESALE DATA – DATA CENTER DIRECT SERVICES**

1. This Service Schedule and the terms herein applies to the Services listed below if Customer has subscribed for one of the types of the Services, and the specific provisions herein applies to the specific service type that is subscribed, in addition to the General Terms.
2. Unless the context otherwise requires and save as specifically defined herein, the definitions and interpretations in the General Terms shall be applicable and shall have the same meaning when used herein.
3. In the event the provisions of the General Terms, the Service Order and this Service Schedule are inconsistent, to the extent possible such provisions shall be interpreted so as to make them consistent, and if that is not possible, then in the following order of priority: first, this Service Schedule; second, the General Terms; and third the Service Order (save for **Clauses 2.1 and 8.2 of the General Terms** where applicable, in which case and only specifically limited to both of these clauses, shall the Service Order Form prevail over the Service Schedule, and the Service Schedule shall prevail over the General Terms). Notwithstanding the above, in the event Parties execute a Wholesale Service Agreement, the Wholesale Service Agreement shall prevail over this Service Schedule, the General Terms and the Service Order.

**PART A – THE SERVICE****1. SERVICE**

- 1.1 Types. TIME's Wholesale Data Services comprises the following types that would be subscribed by Customer as specified in the applicable Service Order:

- (a) Data Center Direct ("DCD"),  
(each type shall hereinafter be referred to as a "Service").

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

| Service Type | Service Description                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) DCD      | DCD is a private and dedicated point-to-point connection or circuit that interconnects one data centre to another data centre through the TIME Network. The Service provides guaranteed bandwidth between the respective end points based on the bandwidth subscribed by the Customer, with a standard provisioning period of three (3) business days, subject always to the terms and conditions contained in this Service Schedule. |

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

| Service Type | Standard Service Components                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Service Level Arrangement ("SLA")                                                                                                                                                                                                                                                                                                                                                       |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) DCD      | <ol style="list-style-type: none"> <li>(1) Provisioning of dedicated bandwidth between the selected data centre locations through the TIME Network.</li> <li>(2) The Service shall be provided under either of the following standard configurations, subject to availability and as specified in the applicable Service Order. <ul style="list-style-type: none"> <li>• Dual Path + Single Homed; or</li> <li>• 1+1+R + Single Homed.</li> </ul> </li> <li>(3) Standard performance reports are available in TIME's Self Care portal where Customer may view the reports.</li> </ol> | <p>SLA includes:</p> <ol style="list-style-type: none"> <li>1. 99.9% service availability with Dual Path Single Homed.</li> <li>2. 99.99% service availability with 1+1+R + Single Homed.</li> <li>3. Network performances on latency and packet loss as stipulated in the Service Order form.</li> </ol> <p>Note: Each SLA is subject to commercial agreement between the Parties.</p> |

**1.4 Service Resiliency Options**

The Service shall be provided under one of the following configurations, as selected by the Customer in the applicable Service Order and is subject to availability, technical feasibility and the applicable charges:

| Resiliency Option              | Applicable Conditions to modify the Standard Service Components                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Dual Path + Single Homed   | <p>(1) TIME shall provide two fibre paths between the selected data centre locations through the TIME Network.</p> <p>(2) The two fibre paths shall be delivered through separate routes and terminate at a single service handoff at each data centre.</p>                                                                                                                                                                           |
| (2) 1+1+R Setup + Single Homed | <p>(1) TIME shall provide working and protection paths between the selected data centre locations, together with an additional restoration arrangement within the TIME Network.</p> <p>(2) The working and protection paths shall terminate at a single service handoff at each data centre.</p> <p>(3) The detailed 1+1+R arrangement shall be based on the agreed service design and specified in the applicable Service Order.</p> |

Note: The applicable configuration is subject to availability, technical feasibility and commercial agreement between the Parties.

## 1.5 Service Limitation

1.5.1 The measured throughput of the Service may be lower than the subscribed bandwidth due to applicable protocol and framing overheads. The throughput shall be assessed based on the agreed test method and parameters stated in the Service Acceptance Test, the form of which is attached herein as **Appendix 1**.

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

1.6 **Service Subscription.** Customer may subscribe for any of the above Service types as detailed out in the Service Order and accordingly, the terms herein shall be applicable as may be appropriate.

## 1.7 Cross-Connect Services.

- (a) For the avoidance of doubt, all cross-connect services are excluded from the Service provided by TIME to the Customer under the General Terms and this Service Schedule. If the Customer wishes to procure cross-connect service, TIME may procure the same as agent on behalf of the Customer from the data centre operator, subject to Customer paying all applicable charges and adhering to the relevant terms and conditions on the cross-connect service.
- (b) Where applicable, TIME shall coordinate the installation and perform reasonable testing to confirm connectivity at the agreed service handoff or demarcation point. The Customer acknowledges that the ongoing provision and performance of the cross-connect service shall remain the responsibility of the data centre operator, and TIME's responsibility for the cross-connect service shall be limited to coordinating and confirming successful connectivity testing at handover.

## 2. SERVICE PROVISION

### 2.1 General

2.1.1 Customer may place an order by submitting a duly completed and signed Service Order form to TIME. TIME reserves the right to reject any incomplete Service Order form.

2.1.2 Upon receipt of the duly completed and signed Service Order form, if TIME is able to provision the Service, TIME shall accept Customer's request by countersigning on the same Service Order form ("**Order Acceptance**"). TIME shall provision the Service within three (3) business days from the date of Order Acceptance ("**Provisioning SLA**"), subject always to Paragraph 2.1.3 below.

2.1.3 If any the following circumstances occur, the Provisioning SLA shall not apply, and the CRD shall be mutually agreed between TIME and the Customer in the Service Order form:

- (a) bandwidth requirement beyond 2x100G in a single order;
- (b) Customer requests TIME to procure cross-connect service in addition to the Service;
- (c) the Service involves a connection to any of TIME's subsea network;

- (d) Customer has yet to make full payment of the required deposits, registration fee, one-time charge and any charges imposed by third party, an Affiliate or OLNO payable to provision the Service;
- (e) if TIME discovers incomplete or inaccurate information provided by the Customer after Order Acceptance;
- (f) TIME experiences delay due to causes beyond its control, a Force Majeure Event, or acts or omissions of third party suppliers, Affiliate or OLNO;
- (g) Customer fails to fulfil its obligations under Paragraph 3.1 of this Service Schedule;
- (h) Customer requests for joint acceptance test and/or additional acceptance tests outside of the SAT parameters specified under **Appendix 1** herein; and/or
- (i) any other circumstances and/or conditions as may be stipulated in the Service Order Form.

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

## 2.2 Service Cancellation by Customer

2.2.1 Notwithstanding Clause 3.1 of the General Terms, if TIME is unable to provision the Service by the CRD stated in the Service Order, the Customer may cancel a Service Order for the Service identified in this Service Schedule 100 days after the CRD has lapsed, and such cancellation shall be without any liability to pay any Charges and Cancellation Costs (unless otherwise prescribed in this Service Schedule). For the avoidance of doubt, the references to "CRD" in this Paragraph 2.2.1 refers to the original or first CRD as specified in the Service Order form and not to any revisions thereof (other than if revisions to the CRD is done pursuant to Paragraphs 2.3.1 or 2.3.2(a) below or pursuant to Customer's request).

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

## 2.3 Service Cancellation by TIME

2.3.1 TIME shall complete the installation works by the CRD unless TIME experiences delays due to causes beyond its control, Force Majeure Event, or acts or omissions of third party suppliers, Affiliate or OLNO. If TIME is of the opinion that the CRD may not be achieved, TIME may either notify the Customer of the revised CRD or, without prejudice to Paragraphs 2.3.2 and 2.3.3 below, exercise its right to cancel the Service Order without liability (save and except for preparatory costs incurred by TIME in relation to the installation works, if any, that are payable by the Customer to TIME).

2.3.2 If the Customer delays or fails to perform any of its obligations in this Service Schedule, including Paragraph 3.1, before the CRD, then at TIME's option, TIME may, upon notice to the Customer, either:

- (a) change the CRD (notwithstanding Paragraph 2.3.1 above);
- (b) cancel the relevant Service Order(s) and the Customer shall pay the Cancellation Costs as invoiced by TIME; or
- (c) invoice the Customer for any reasonable charges incurred for any work that is performed by TIME on behalf of the Customer and that is directly attributable to the Customer's failure or delay to perform and where such work is necessary to provide the Services, and Customer is to pay such invoice within fourteen (14) days from the date of receipt of the invoice. A failure to do so may result in the Service not being commissioned by TIME by the CRD.

2.3.3 Notwithstanding anything to the contrary in this Service Schedule, TIME may cancel a Service Order for the Services identified in this Service Schedule where it is technically not feasible to provide the Service by the CRD, and accordingly neither Party is liable to the other for any loss, costs or expense, and no Balance Charges, Termination Charges and/or Cancellation Costs are payable by Customer, save and except for all preparatory costs incurred by TIME (if any).

## 3. SERVICE LOCATIONS

### 3.1 Customer's Obligations at Service Locations

3.1.1 The Customer shall at its own expense and prior to the CRD and in advance of any installation works to be carried out by TIME:

- (a) ensure that all required data centre access, permissions, cross-connects and handoff arrangements are ready;
- (b) provide reasonable access and assistance required for TIME to provision, test, maintain or restore the

Service; and

- (c) comply with the applicable requirements of the relevant data centre operator.

3.1.2 The Customer shall comply with TIME's reasonable requests relating to health and safety, environment, sustainability, security, quality or performance of the Service.

### 3.2 Change of Service Location

Any change to a Service Location shall be subject to technical feasibility, availability and applicable additional charges.

## 4. RENEWAL OF COMMITTED SERVICE TERM.

4.1 Unless the Customer notifies TIME in writing at least thirty (30) days before the expiry of the Committed Service Term that the Committed Service Term is not to be renewed, the Service shall be automatically renewed on the same terms based on these General Terms, commencing on the day immediately after the expiry of the Committed Service Term:

- (a) where the Customer has executed a new Service Order for renewal of the existing Service, for the period as stipulated in the new Service Order; or
- (b) where the Customer does not or has yet to execute a new Service Order for renewal of the existing Service, on a monthly basis,

("Renewed Service Term").

4.2 Notwithstanding the above, where the Services rendered to the Customer involves TIME's Affiliates, OLNOS and/or third party services, systems and/or facilities, all such Services shall be automatically renewed upon the expiry of the Committed Service Term, in accordance with these General Terms and where applicable, any other period and/or rule imposed by such TIME's Affiliates, OLNOS and/or third party (which shall include any price increment on a year-on-year basis).

## 5. SPECIAL CONDITIONS FOR SPECIFIC SERVICE TYPES

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

### 5.1 DCD Service Type

5.1.1 Where the subscribed Service is IPLC, then TIME may use OLNOS in the country where the Service Locations are located to provide the local Access Line from the TIME POP to that Service Location.

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

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

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

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

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

**PART B – SERVICE DELIVERY AND MANAGEMENT****6. TIME'S OBLIGATIONS****6.1 Service Delivery/Provisioning**

6.1.1 Before and/or by the CRD or any revised CRD, TIME shall:

- (a) use reasonable endeavors to meet the CRD;
- (b) obtain any permissions, consents or approvals required by TIME to provide the Service;
- (c) comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Service Location(s) and are notified to TIME in writing, but TIME shall not be liable if, as a result of any such compliance, TIME is in breach of any of its obligations under this Agreement; and
- (d) provide Customer with contact details for the helpdesk that Customer shall be able to contact to submit Service requests, report Incidents and ask questions about the Service ("**Service Desk**").

6.2 **Commissioning of the Service.** After completing the installation works, TIME shall:

- (a) prior to conducting the Service Acceptance Test (SAT), if Customer requested for joint testing and/or additional testing, TIME shall inform Customer of the date of the SAT to be present to witness the SAT;
- (b) on the SAT date, conduct a series of SATs (in accordance with the parameters as set out in **Appendix 1** herein) to the Service to ensure that it is configured correctly;
- (c) if the SAT is successful, TIME shall issue the SAT Form to the Customer, which SAT Form shall, *inter alia*, state the SCD; and
- (d) if the Customer does not return or sign the SAT Form (at the designated place) within three (3) days of the SAT Form being issued, the Customer shall be deemed to have accepted the results of the SAT and concurred with the information stated in the SAT Form, including the SCD.

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

- (a) shall respond and use reasonable endeavours to remedy an Incident without undue delay if TIME detects or if Customer reports an incident to the Service Desk;
- (b) shall work with the relevant supplier or OLNO (as the case may be) to restore Service as soon as practicable during Local Contracted Business Hours if TIME detects, or if Customer reports an Incident on the Access Line;
- (c) where TIME has a web portal for Customer's access, TIME shall maintain such a web portal to provide Customer with online access to performance reports; and
- (d) may carry out any maintenance to the Standard Service Components (including to and/or upgrading of TIME's Network) from time to time and shall endeavour to inform Customer: (i) at least five (5) days before any such maintenance work is to commence, however, TIME may inform Customer with less notice than normal where maintenance is required in an emergency; and (ii) without undue delay for scheduled Access Line maintenance by a 3rd party supplier or OLNO.

6.4 **The End of the Service:** Upon expiry or termination of the Service, TIME shall cease the provision of the Service and disable the Customer's access to the Service from the effective termination date.

**7. CUSTOMER'S OBLIGATIONS**

7.1 **Service Delivery:** Before the CRD and, where applicable, throughout the provision of the Service, the Customer shall:

- (a) do all things required and specified in Paragraph 3.1.1 above;
- (b) provide TIME with any information reasonably required without undue delay;
- (c) provide TIME with the names and contact details of any individuals authorised to act on Customer's behalf for Service management matters, but TIME may also accept instructions from a person who TIME reasonably believes is acting within Customer's authority;
- (d) comply with the technical specifications in the use of the Service as may be provided by TIME periodically; and
- (e) provide and maintain Customer's own internal network from the Customer's side of the Service Management Boundary (hereinafter defined) and its interface and also ensure that the protocols and applications that Customer uses shall be compatible with the Service and shall operate satisfactorily when using the Service.

- 7.2 **Commissioning of the Service:** After completion of the installation works by TIME, the Customer shall:
- (a) if Customer has requested for joint testing and/or additional testing, attend to witness the SAT;
  - (b) complete any required testing from the Customer's side of the agreed service handoff, including the cross-connect where applicable; and
  - (c) undertake such acts or refrain from taking such acts as may be instructed by TIME when carrying out the SAT.
- 7.3 **During Operation:** On and from the SCD, Customer undertakes to:
- (a) procure and maintain any licence, permit or authorisation ("**Permit**") that Customer may require to use the Service, but Customer agrees to continue to pay the Charges even if Customer does not obtain such Permit;
  - (b) comply with the incident reporting procedure that TIME provides to Customer in respect of each type of Service;
  - (c) connect the Customer's network to the Service only through the agreed service handoff at the Service Location;
  - (d) take all reasonable steps to prevent unauthorised access to the Service; and
  - (e) adhere to applicable requirements specified in Applicable Laws.
- 7.4 **The End of the Service:** Upon termination of the Service, or expiry of the Term, Customer shall cease using the Service from the effective termination date.
- 8. SERVICE MANAGEMENT BOUNDARY**
- 8.1 TIME shall provide and manage the Service up to the agreed service handoff or demarcation point at each Service Location, as specified in the applicable Service Order ("**Service Management Boundary**").
- 8.2 TIME shall not be responsible for any service, equipment, cabling or network beyond the Service Management Boundary, including any cross-connect provided by the data centre operator, except as stated under Paragraph 1.7.
- 8.3 Customer shall be responsible for its network, cabling and connectivity from the Customer's side of the agreed service handoff.
- 8.4 TIME shall not be liable for any service impairment or interruption caused by the Customer's network, cabling, cross-connect (except as stated under Paragraph 1.7) or any third-party service beyond the Service Management Boundary.

## PART C – SERVICE LEVELS

### 10 SERVICE LEVEL ARRANGEMENT ("SLA") for NETWORK AVAILABILITY

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

### 11. SERVICE LEVEL GUARANTEE ("SLG") for NETWORK AVAILABILITY

#### 11.1 General

- 11.1.1 Unless this Paragraph 11 applies, the Customer may experience interruptions, faults or performance degradation to the Service, and Customer shall report such interruptions and faults to the Service Desk.
- 11.1.2 The Customer acknowledges that only Eligible Services as specified under this Service Schedule and/or the Service Order are eligible for SLG. The Services subscribed by the Customer under this Service Schedule are categorized as Eligible Service for the purpose of this Paragraph 11.
- 11.1.3 A SLG is a guarantee issued by TIME that the available uptime of the TIME Network shall meet the level of network availability as specified in **Appendix 2** of this Service Schedule, at the percentage as selected by Customer in the Service Order or as specified in a Wholesale Service Agreement (WSA) entered into between TIME and the Customer for the Eligible Service. If none is so specified, this SLG will not be applicable. The SLG will always be expressed as a percentage, and TIME SHALL PROVIDE CUSTOMER WITH SERVICE CREDITS AS

SPECIFIED IN **APPENDIX 2** BELOW (BASED ON PERCENTAGE SELECTED BY CUSTOMER, AS THE CASE MAY BE) FOR FAILURE TO MEET THE SLG. For the avoidance of doubt, only Qualifying Incidents are entitled to SLG and service credits. A Qualifying Incident is an Incident which is not subject to any of the exclusions as set out in **Article 6 of Appendix 2**.

#### 11.1.4 Incident Reporting, Measurement and Closure:

- (a) The Unavailable Time shall be measured by TIME starting from when Customer reports an Incident and ending when TIME closes the Qualifying Incident.
- (b) **Incident Opening:** Customer must report all Qualifying Incidents to the Service Desk, where a trouble ticket with a reference number or identifier shall be registered and opened, and TIME shall advise such information to Customer.
- (c) **Incident Closure:** TIME shall inform Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (d) below, shall 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 Incident and Customer has not responded within 24 hours following TIME's attempt.
- (d) If Customer however, confirms that the Qualifying Incident is not cleared within 24 hours following being informed that the Incident is cleared, the trouble ticket shall remain open, and TIME shall continue to work to resolve the Qualifying Incident.

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

11.1.6 The amount of the Unavailable Time for a month is the aggregate of all periods of Qualifying Incident ticket opening to its closure in that month, and this aggregate is then used as the value referred to as "t0" in **Appendix 2** below.

#### 11.2 Scope of SLG

11.2.1 Only Eligible Services are eligible for the SLG and the service credit regime provided for in **Article 4.3 of Appendix 2** below, subject to it being expressly stated in the Service Order.

11.2.2 The network availability of the Eligible Service is measured from the Service Management Boundary to the TIME Network, and shall exclude any cross-connect services provided by the data centre operator.

11.2.3 The SLG in this Service Schedule shall not apply during any trial period of the Eligible Service.

#### 11.3 Calculation of SLG: Refer to Article 3 of Appendix 2.

#### 11.4 Service Credits

11.4.1 In the event of network unavailability due to a Qualifying Incident, Customer is entitled to a service credit against the MRC payable as per the terms and conditions in **Appendix 2** below.

11.4.2 Service credit is calculated after deducting all discounts and other special pricing arrangements from the MRC and excludes applicable governmental fees, taxes or surcharges, which shall still be payable by Customer. The service credit shall be based on MRC payout percentage as specified in **Article 4.3 of Appendix 2** below.

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

11.5 **Eligibility to Claim Service Credit:** Please refer to **Article 5 of Appendix 2**.

11.6 **Exclusions:** To qualify as a Qualifying Incident, the Incident reported by Customer must not fall within any one of the excluded events specified under **Article 6 of Appendix 2**:

### PART D – CHARGES

#### 12. CHARGES

In addition to the Charges as defined in the General Terms and as specified in the Service Order, the following are applicable in respect of this Service Schedule.

12.1 **MRC on Renewal.** Clause 6.8 of the General Terms shall be applicable to Service types listed in this Service Schedule only.

12.2 **Deposits:** Unless waived by TIME, Customer shall pay TIME a deposit, which shall be equal to three (3) times the MRC or as may be specified in the Service Order. The deposit is as security for the due and punctual

performance of the Customer's obligations under this Agreement. If the Adjusted Recurring Charge for the Renewed Service Term is greater than the MRC, Customer shall top-up the deposit paid previously. If TIME sets off any costs and Charges due from the Customer against the deposit, and the Service is not terminated, Customer shall pay a further deposit of such amount as may be specified by TIME and in default of such specified amount, an amount equal to six (6) times the MRC. The deposit paid shall be refunded upon the termination and/or cancellation of the Service, after deducting any unpaid invoices or outstanding Charges due from the Customer.

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

- (a) any Charges waived by TIME;
- (b) the cost incurred to carry out the installation and provisioning of the Access Lines to the Service Locations;
- (c) any charges imposed by third party service providers or OLNOS; and
- (d) all incidental costs and expenses incurred by TIME in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to TIME's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred).

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

- (a) Charges for the remainder of the unexpired Term, calculated by dividing the Term (in months) by the remaining months of the contractual duration and multiplied by the MRC;
- (b) any charges imposed by third party service providers or OLNOS including charges for the remainder of the unexpired term that those third party service providers or OLNOS may impose (as the case maybe);
- (c) any charges imposed by third party providers, if applicable;
- (d) all decommissioning charges and incidental charges incurred by TIME in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to TIME's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred by TIME); and
- (e) any other charge reasonably incurred by TIME as a result of the early termination.

**12.5 Invoice Disputes.** In addition to Clause 6.8 of the General Terms, if the Parties are unable to resolve the dispute as to an invoice, then (a) Customer agrees that a disputed invoice pending resolution shall not be a valid ground to withhold payment of future invoices issued by TIME for the Services; (b) TIME shall not suspend the Service to the Customer on the ground that the invoice remains outstanding; and (c) either Party may refer the dispute to arbitration.

### 13. EFFECT OF TERMINATION

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

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

*[The remainder of this page is intentionally left blank]*

APPENDIX 1: SERVICE ACCEPTANCE TEST (SAT)

DATA CENTER DIRECT (DCD)

SERVICE ACCEPTANCE TEST

Customer-facing service handover and acceptance summary

|                                   |                |                               |
|-----------------------------------|----------------|-------------------------------|
| DOCUMENT REFERENCE<br>SAT-WHS-DCD | VERSION<br>2.2 | DATE ISSUED<br>DD / MM / YYYY |
|-----------------------------------|----------------|-------------------------------|

01 SERVICE DETAILS

|                       |                                                                                                                                   |                      |  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|--|
| CUSTOMER              |                                                                                                                                   | SERVICE ORDER /      |  |
| SERVICE ID            |                                                                                                                                   | SUBSCRIBED BANDWIDTH |  |
| A-END DATA CENTRE     |                                                                                                                                   | Z-END DATA CENTRE    |  |
| A-END HANDOFF         |                                                                                                                                   | Z-END HANDOFF        |  |
| INTERFACE TYPE        | <input type="checkbox"/> 100GE <input type="checkbox"/> 400GE <input type="checkbox"/> OTU4 <input type="checkbox"/> Other: _____ |                      |  |
| SERVICE CONFIGURATION | <input type="checkbox"/> Dual Path + Single Homed (99.9%)<br><input type="checkbox"/> 1+1+R + Single Homed (99.99%)               |                      |  |
| TEST / HANDOVER       | Test date & time: _____ Proposed SCD: _____                                                                                       |                      |  |

This form records the customer-facing SAT result. Detailed test reports and supporting evidence shall be attached or referenced.

02 CROSS-CONNECT DETAILS

| Parameter                   | A-End                                                                                        | Z-End                                                                                        | Remarks |
|-----------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------|
| Cross-connect required      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBC        | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBC        |         |
| Ordering party              | <input type="checkbox"/> TIME <input type="checkbox"/> Customer <input type="checkbox"/> N/A | <input type="checkbox"/> TIME <input type="checkbox"/> Customer <input type="checkbox"/> N/A |         |
| Data centre operator        |                                                                                              |                                                                                              |         |
| XC ID / order reference     |                                                                                              |                                                                                              |         |
| Demarcation / handoff point |                                                                                              |                                                                                              |         |

03 SAT TEST RESULTS

| No. | Test item / acceptance check    | Test scope / measured value                                   | Result                                                                                         | Evidence / reference |
|-----|---------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------|
| 01  | Handoff and interface readiness | Port, speed, optic and link status match the Service Order.   | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |                      |
| 02  | Alarm and monitoring readiness  | No service-affecting alarm; service is visible and monitored. | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |                      |
| 03  | BERT / OTU error test           | 2-hour test unless otherwise agreed. Record report reference. | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |                      |
| 04  | Ethernet performance            | RFC 2544 / Y.1564 or agreed method, where applicable.         | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |                      |
| 05  | Frame / packet loss and latency | Results are within the agreed threshold or recorded baseline. | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |                      |



|    |                                         |                                                                                                                                             |                                                                                                |  |
|----|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--|
| 06 | Service route and circuit verification  | Circuit, route, bearer and handoff references are confirmed.                                                                                | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |  |
| 07 | Bearer resiliency / protection evidence | Verify the bearer SAT, approved design or existing switching evidence. Live switching is not required unless agreed and operationally safe. | <input type="checkbox"/> PASS<br><input type="checkbox"/> FAIL<br><input type="checkbox"/> N/A |  |

## INTERFACE AND OPTICAL MEASUREMENTS

| Parameter                   | A-End   | Z-End   | Acceptance Criteria               | Result                                                      |
|-----------------------------|---------|---------|-----------------------------------|-------------------------------------------------------------|
| Handoff / interface / optic |         |         | UP / UP and matches Service Order | <input type="checkbox"/> PASS <input type="checkbox"/> FAIL |
| Tx optical power            | ___ dBm | ___ dBm | Within optic threshold            | <input type="checkbox"/> PASS <input type="checkbox"/> FAIL |
| Rx optical power            | ___ dBm | ___ dBm | Within optic threshold            | <input type="checkbox"/> PASS <input type="checkbox"/> FAIL |

## 04 EVIDENCE REGISTER

| No. | Evidence / attachment                                        | Status                                                         | Reference / file name |
|-----|--------------------------------------------------------------|----------------------------------------------------------------|-----------------------|
| 01  | BERT / OTU test report                                       | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |
| 02  | RFC 2544 / Y.1564 report, where applicable                   | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |
| 03  | Route / service diagram                                      | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |
| 04  | NMS / alarm / monitoring evidence                            | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |
| 05  | Cross-connect reference, where applicable                    | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |
| 06  | Supporting bearer SAT / approved test plan, where applicable | <input type="checkbox"/> Attached <input type="checkbox"/> N/A |                       |

## 05 OPEN ISSUES AND EXCEPTIONS

| No. | Issue / exception | Severity | Owner | Target closure | Approval / Ref. |
|-----|-------------------|----------|-------|----------------|-----------------|
| 01  |                   |          |       |                |                 |
| 02  |                   |          |       |                |                 |
| 03  |                   |          |       |                |                 |

PE / Planning approval is required only for a design exception, route-diversity deviation or test waiver.

## 06 SAT DECISION AND ACCEPTANCE

|                             |                                                          |                         |                                                                       |
|-----------------------------|----------------------------------------------------------|-------------------------|-----------------------------------------------------------------------|
| MANDATORY TESTS COMPLETED   | <input type="checkbox"/> Yes <input type="checkbox"/> No | SUPPORTING REPORTS      | <input type="checkbox"/> Attached <input type="checkbox"/> Referenced |
| CRITICAL / MAJOR OPEN ISSUE | <input type="checkbox"/> No <input type="checkbox"/> Yes | OVERALL SAT RESULT      | <input type="checkbox"/> PASS <input type="checkbox"/> FAIL           |
| RECOMMENDED SCD             | DD / MM / YYYY                                           | SAT REFERENCE / REMARKS |                                                                       |

## ACCEPTANCE STATEMENT

By signing this form, the Customer acknowledges the SAT results at the agreed service handoff, subject to the exceptions recorded above. If the form is not returned or signed within three (3) days from issuance, the SAT results and SCD shall be deemed accepted in accordance with the applicable Service Schedule and Service Order.

| Role                                 | Name | Signature | Date | Remarks |
|--------------------------------------|------|-----------|------|---------|
| TIME Service Delivery / Provisioning |      |           |      |         |
| Customer Representative              |      |           |      |         |

Attach all applicable test reports and approved exceptions to this form.

## APPENDIX 2: TERMS AND CONDITIONS IN RELATION TO SERVICE LEVEL GUARANTEE (SLG)



**SERVICE LEVEL GUARANTEE = A %**  
**[99.9% or 99.99%, whichever applicable]**

Subject to Customer (referred to “you”, “your”) selecting the applicable service identified in Article 1 below, and signing the requisite service order and/or definitive agreement with us, TIME shall provide you with either a 99.9% or 99.99% service level guarantee, as the case may be, for your subscribed service. This Service Level Guarantee (“SLG”) is TIME’s commitment to deliver a certain level of service quality to you which covers the service performance of the following services only. This SLG forms part of the terms and conditions of the Agreement, the applicable Service Schedule, the Service Order and/or any other definitive or master agreement. In the event of any conflict between this SLG and the terms & conditions, this SLG will prevail. The terms in this SLG applies to the services identified below only and does not cover any other value-added service(s) provided by TIME.

### 1. Type of Services Offered

| Product Group | Product Name                                   | Abbreviation |
|---------------|------------------------------------------------|--------------|
| Data          | TIME Private Leased Line                       | TIME PLL     |
|               | TIME Internet Protocol Virtual Private Network | TIME DCD     |
| Internet      | TIME Internet Direct                           | TIME ID      |

### 2. Installation

The service will be provided to you by a mutually agreed Customer Requested Date (CRD). Subject to Article 6, in the event of installation delay due to circumstances beyond TIME’s reasonable control (including but not limited to infrastructure constraints), you shall be informed of such delay and the installation period will be amended accordingly.

### 3. Service Level Guarantee

3.1 The Service Level Guarantee covers complete outages only. Errors without complete outage such as quality of transmission, congestion or low bit rate returns are excluded. The Service Level Guarantee is calculated based on per circuit basis as described in the “Site Schedule” of the Service Order.

3.2 The Service Level Guarantee given is either 99.9% or 99.99%, as the case may be. The availability shall be calculated based on the following formula:

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

“ASLG” is the difference between the committed SLG and the actual service level attained in a month.

“A%” is the SLG in percentage terms selected by Customer as identified in the Service Order.

“ts” is the Total Service Minutes per month.

“t0” is the Unavailable Time in minutes per month.

“Total Service Minutes” is defined as all the service minutes in a calendar month.

3.3 **Unavailable Time** starts upon notification of an outage by the Customer on a monthly basis to TIME by telephone or any medium of notification available (fax or email). The measured Unavailable Time ends when the affected service is restored, whereby TIME will notify the Customer by telephone or fax or email and the Customer will confirm that the affected service has been restored. Additional time taken by the Customer to perform confirmation testing is not included in the measured Unavailable Time if the service is in fact restored. The Unavailable Time is not accumulated from one month to the next i.e. the calculation starts from zero at the beginning of each month.

### 3.4 Service Level Guarantee

i) 99.9% means that the network availability for each of the service identified in Article 1 subscribed by you is as per the level or quality of services to be delivered, i.e. network unavailability of not more than 43 minutes per month; or

ii) 99.99% means that the network availability for each of the service identified in Article 1 subscribed by you is as per the level or quality of services to be delivered, i.e. network unavailability of not more than 4 minutes and 23 seconds per month,

both subject always to the conditions that apply for the level of service to be maintained.

### 4. Service Credit

4.1 In the event of network unavailability, you shall be entitled to a service credit against the monthly recurring charge (“MRC”) paid by you.

4.2 Service credit is calculated after deducting all discounts and other special pricing arrangements and excludes applicable governmental fees, taxes or surcharges, which will still be payable by you. The service credit will be paid to you by way of a deduction of the immediately following MRC provided that you have settled all sums due and owing to TIME. The service credit will be based on MRC payout percentage as specified in Article 4.3.

**4.3** Service credit entitlement shall be calculated as follows:

| Actual service level attained in a month | Service credit against MRC (%) |
|------------------------------------------|--------------------------------|
| ASLG $\geq$ A%                           | 0                              |
| $0.2\% \leq \text{ASLG} < 0.001\%$       | 2                              |
| $0.4\% \leq \text{ASLG} < 0.211\%$       | 4                              |
| $0.6\% \leq \text{ASLG} < 0.411\%$       | 6                              |
| $1.7\% \leq \text{ASLG} < 0.611\%$       | 8                              |
| ASLG $< 1.711\%$                         | 10                             |

**4.4** If there is any dispute between the calculation of network availability per month and total minutes of “Unavailable Time”; the total minutes of “Unavailable Time” is deemed accurate.

**4.5** The Parties agree that service credits are liquidated damages and that the payment of any service credit by TIME is your exclusive monetary remedy for failure of TIME to meet the service levels and is in full and final settlement of any claim which you may have for losses caused by the failure to meet a service level to which a service credit applies.

## 5. Eligibility to Claim Service Credit

The service credit entitlement is subject to following conditions:

- i) Should you experience any disruption to your service in relation to network unavailability, you must immediately report the Incident to the Service Desk, with a copy of the report to your designated client/service manager.
- ii) Upon verification of your claim, TIME shall issue a “Service Incident Report” (“SIR”) to you as evidence on service credit payable. All service credit entitlement and claims are subject to TIME’s approval. In the event of a dispute with regards to your eligibility to make a claim or as to the quantum of the claim payable to you, TIME’s decision on the matter or issue is final.
- iii) Any claim for service credit must be made in writing to TIME, addressed to your designated client/service manager, together with a copy of the signed Service Order evidencing the applicability of the percentage of SLG to the Eligible Service.
- iv) You will not be eligible to any service credit if the claim is not submitted to TIME within 30 days from the date of the incident.
- v) The service credit will be reflected in your next bill.
- vi) TIME may pay you the service credits by setting off those service credits from your invoice within two (2) billing cycles of the SIR being issued, and following the expiry or termination of the Agreement where no further invoices are due to be issued by TIME, TIME shall pay you the service credits within a reasonable time or TIME may set off the amount of service credit

against any other outstanding charges owing to TIME by you for any other service subscribed by you.

## 6. Qualifying Incidents and Exclusions

In the event of network unavailability, only Qualifying Incidents are entitled to SLG and service credits. To constitute as a Qualifying Incident and for the purpose of calculation of Unavailable Time, the Incident reported by you must not be categorized as and/or fall within the definition of any one of the following events:

- i) Errors, interruptions or suspensions, without complete outage such as quality of transmission, congestion or low bit rate returns;
- ii) Fault caused by or arising from you or any third party’s equipment, or by your own acts, misconduct, negligence or omissions;
- iii) Provision or restoration of the circuit(s) where special construction work is necessary or where work is required to be carried out offshore;
- iv) Submarine cable repairs due to cable damage caused by third parties or animals, and the time taken to repair;
- v) Planned outages in the TIME Network subject to prior notice given to you and such notice may be published on TIME’s website. For the avoidance of doubt, where there is risk of service disruption, TIME reserves the right to conduct planned outages without prior notice;
- vi) Obstruction and/or delay causing TIME’s staff and/or its authorized agents unable to commence work due to your premises being inaccessible, unsafe or any other inadequacy or deficiency of the premises;
- vii) Obstruction and/or delay whether caused by you or otherwise to TIME’s staff and/or its authorized agents (including the lack of co-operation by your staff and/or agents) in accessing the circuit(s) and/or Access Line for any reason whatsoever;
- viii) Request by you to conduct any test on the circuit(s) or the Access Line(s);
- ix) Request by you for additional time to perform confirmation testing after the Eligible Service is restored;
- x) Request by you to suspend the circuit(s), Access Line(s) or Eligible Service for any reason whatsoever;
- xi) Damage, loss or destruction of any of the Standard Service Components;
- xii) Damage to the Service Equipment;
- xiii) Fault, interruption or disruption of the network or equipment of other service providers;
- xiv) Faulty or malfunction of the Service Equipment or its network port and/or cross connect cable at the Service Location;
- xv) Disconnection and/or reconnection of the circuit(s) or Access Line(s) due to non-payment of any Charges payable to TIME, suspension or interruption of the Service pursuant to the General Terms and/or the terms in the applicable Service Schedule, or where the circuit(s) or Access Line(s) is disconnected by reason of it being used for any illegal or unlawful purpose or otherwise in breach of your obligation;
- xvi) A breach by you of any of the provisions set out in the General Terms, the terms in the applicable Service

Schedule and/or the WSA between TIME and you for the provision of the Service;

- xvii) Occurrence of Force Majeure Events that affects the Eligible Service;
- xviii) Stolen telecommunication cables and fibre cuts that affect the Eligible Service; and/or
- xix) Emergency maintenance and repair that affect the Eligible Service.

#### 7. Service Latency

TIME shall not be responsible for any Internet Protocol (IP) overhead loss of bandwidth within the standard ratio of not more than 6% from the Customer's subscribed bandwidth.

#### 8. Changes and Modifications

No modification, amendment or waiver of any of the provisions of the terms and conditions in this SLG shall be effective unless made by mutual consent and made in writing by way of a supplemental agreement specifically referring to this SLG and duly signed by the authorised representative of both Parties.

#### 9. Point of Contact

The unit responsible for the 24x7 fault reporting that provides network monitoring and fault management for all TIME's fixed and internet protocol networks international connection is as below. Any changes to the contact details shall be notified, by either publishing the information on TIME's website or by notifying Customer directly:

| Postal address                                                                                                           | 24 hour contact details                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| TT dotCom Sdn Bhd<br>No. 14, Jalan<br>Majistret U1/26,<br>HICOM Glenmarie,<br>40150 Shah Alam,<br>Selangor,<br>Malaysia. | Tel:<br>1-800-18-2828 or<br>+603 50212188 (for outside<br>Malaysia)<br><br>E-mail:<br>customerservice@time.com.my |

#### Agreed By

Customer Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
NRIC/Passport No: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Acknowledged By (TIME's Client/Service Manager)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
NRIC/Passport No: \_\_\_\_\_