

SERVICE SCHEDULE D: ENTERPRISE DATA SERVICES

THE CUSTOMER ACKNOWLEDGES THAT AIMS IS PROCURING THE SERVICES PROVIDED TO THE CUSTOMERS FROM THIRD PARTY LICENSED NETWORK SERVICES PROVIDERS ON BEHALF OF THE CUSTOMERS. THIS SERVICE SCHEDULE AND THE TERMS HEREIN APPLIES TO THE SERVICES IF CUSTOMER HAS SUBSCRIBED FOR ONE OF THE TYPES OF THE SERVICES, AND THE SPECIFIC PROVISIONS HEREIN APPLIES TO THE SPECIFIC SERVICE TYPE THAT IS SUBSCRIBED, IN ADDITION TO AND IN PREFERENCE OF OUR GENERAL TERMS.

PART A – THE SERVICE

1.1 Types. The Enterprise Data Services procured from third party licensed network services providers comprises the following types that would be subscribed by Customer as specified in the applicable Service Order:

- (a) Private Leased Line (“**PLL**”)
- (b) International Private Leased Circuit (“**IPLC**”)
- (c) International Ethernet Private Line (“**IEPL**”)
- (d) Cloud Interconnect (“**CI**”)
- (e) AIMS Satellite connectivity (“**T-SAT**”)
- (f) IPVPN (“**IPVPN**”)

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

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

Service Type	Service Description
(a) PLL	This is a private, dedicated symmetric connection or circuit connecting 2 or more customer's sites within Malaysia to the AIMS Network. The network configuration may be point-to-point, point-to-multipoint, or multipoint-to-multipoint and is a single path/single homed service configuration. The bandwidth options are from 2Mbps up to 10Gbps.
(b) IPLC	This is a private, dedicated point-to-point private connection or circuit to interconnect customer's sites around the world to the AIMS Network and is a single path/single homed service configuration. IPLC is used for sending and receiving a combination of voice, data and video communications to each end-point of the IPLC being the customer's geographically dispersed offices at a guaranteed bandwidth basis as selected by the customer. IPLC requires at least one of the customer's site to be in Malaysia, and suitable and technically compatible customer equipment to be installed at each end-point.
(c) IEPL	This is a private, dedicated, secure and high-capacity point-to-point, using Ethernet over SDH/SONET, connection or circuit to interconnect customer's sites around the world to the AIMS Network and is a single path/single homed service configuration. IEPL is a scalable and flexible service. IEPL Service requires at least one of the customer's sites to be in Malaysia. IEPL allows customer to send any combination of voice, data and video communications on the dedicate line.
(d) CI	A dedicated leased-line solution for customers to connect directly to their Cloud Service Provider (“ CSP ”) in Malaysia from a single office in Malaysia. It shares similar service description as IEPL. Bandwidth options are from 2Mbps up to 10Gbps.
(e) T-SAT	A satellite connectivity service which can deliver internet or data access to almost anywhere in Malaysia. The T-SAT service provides a dedicated connection or circuit from one or more customer's premises using a very small aperture terminal (VSAT) to strategically placed earth stations via satellite communication up to the AIMS Network in order for the sending or receiving of voice, data and video communications, including internet access, using specified spectrum (e.g. C-Band or Ku-Band). The satellite footprint of T-SAT service is Malaysia only. The T-SAT service may be connectivity for a single location, which may be via a secure dedicated bandwidth, or if connectivity is for multiple locations, the service would require bandwidth sharing amongst the various locations.

(f) IPVPN	<p>This service is the creation of a virtual private network that connects customer's different offices at different locations within or outside Malaysia</p> <p>The service enables customer to manage all voice, video, and data requirements in a single, secure and convenient way. The features of the IP VPN service comprises a secure layer 3 private network, any-to-any network configuration, variable access options, end-to-end quality of service management.</p>
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1.3 Service Summary: Each of the Service types comprises a Standard Service Component and a Service Level Arrangement as detailed below. Deviation of the Standard Service Component (as referred below) is permissible with the written consent of AIMS, and is subject to additional charges that AIMS will notify you of, and for which you will pay AIMS. Unless otherwise stated in the Service Order form, the Service are without any SLA/SLG and it is not mandatory for AIMS to furnish the Customer with a SLA and/or SLG for the Service. AIMS will only furnish the Customer with a SLA and/or SLG if the third party licensed network service provider has provided the same to AIMS.

Service Type	What AIMS will procure from third party licensed network services providers to provide the Customer for each Service type (" Standard Service Components ")	Service Level Arrangement (" SLA ")
(a) PLL	<p>(1) Provisioning of an Access Line from the nearest node of the AIMS Network to each of the Customer's Service Locations, not being more than 300 meters, together with the installation of Service Equipment at each of the Customer's Service Locations.</p> <p>(2) The Access Line will be a single fibre single homed configuration.</p> <p>(3) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p> <p>(4) Standard performance reports are available in AIMS's self care portal where Customer may view the reports.</p>	<p>If PLL is a single path/single fibre, SLA is 99.7%.</p> <p>If PLL is a dual path/dual fibre, SLA is 99.9%.</p>
(b) IPLC	<p>(1) Installation and provisioning of an Access Line from the nearest node of the AIMS Network to the Customer's Service Location in Malaysia, not being more than 300 meters.</p> <p>(2) Provisioning of an Access Line from the nearest AIMS POP in the city and country where the other Customer Service Location is located, not being more than 300 meters.</p> <p>(3) The Access Line will be a single fibre single homed configuration.</p> <p>(4) Service Equipment installed at each of the Customer's Service Locations.</p> <p>(5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	Not provided.
(c) IEPL	<p>(1) Provisioning of an Access Line from the nearest node of the AIMS Network to the Customer's Service Location in Malaysia, not being more than 300 meters.</p> <p>(2) Provisioning of an Access Line from the nearest AIMS POP in the city and country where the other Customer Service Location is located, not being more than 300 meters.</p> <p>(3) The Access Line will be a single fibre single homed configuration.</p> <p>(4) Service Equipment installed at each of the Customer's Service Locations and provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	Not provided.

	(5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.	
(d) CI	(1) Provisioning of an Access Line from the nearest node of the AIMS Network to the Customer's Service Location, not being more than 300 meters, and from the AIMS Network to the Cloud Service Provider's Location, not being more than 300 meters from the nearest node and is a single path/single homed service configuration.	If CI is a single path/single fibre, the SLA is 99.7%.
(e) T-SAT	(1) Provisioning of a very small aperture terminals at the Customer's Service Locations only in Malaysia, to connect to the AIMS Network. (2) Installing Service Equipment at the Customer's Service Locations.	SLA is dependent on service design. AIMS standard service design does not come with any SLA.
(f) IPVPN	(1a) Provisioning of an Access Line from the nearest node of the AIMS Network to each of the Customer's Service Locations, not being more than 300 meters, together with the installation of Service Equipment at each of the Customer's Service Locations. (1b) Provisioning of an Access Line from the nearest AIMS POP in the city and country where the other Customer Service Location is located, not being more than 300 meters. (2) All Access Lines will be a single fibre single homed configuration. (3) Service Equipment supplied and installed at each of the Customer's Service Locations, and which is managed by AIMS. (4) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths. (5) Standard performance reports are available in AIMS's self care portal where Customer may view the reports.	Not provided

1.4 Service Resiliency Options

If Customer selects one of the following resiliency options in the applicable Service Order then against each type of resiliency option selected the following conditions shall apply and AIMS will procure from third party licensed network service providers to provide to you with the selected resiliency option in accordance with this Service Schedule. If none are selected the Standard Service Components will apply

Resiliency Option	Applicable Conditions to modify the Standard Service Components
1. Dual Fibre + Single Homed	(1) AIMS will provide two fibre Access Lines from a Service Location to AIMS's Network which is along the same path. (2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the AIMS's Network.
2. Dual Path + Single Homed	(1) AIMS will provide two fibre Access Lines from a Service Location to AIMS's Network along two different paths. (2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the AIMS's Network.
3. Dual Path + Dual Homed	(1) AIMS will provide two fibre Access Lines from a Service Location to AIMS's Network along two different paths. (2) The two fibre Access Lines will be connected to a two Service Equipment at the Service Location and at the AIMS's Network.

<p>4. Dual Path + Dual Service Provider</p>	<p>(1) AIMS will provide one fibre Access Line from a Service Location to AIMS's Network along a single path. (2) AIMS will procure as your agent a second fibre Access Line from a third party service provider to connect from the same Service Location that the AIMS Access Line is at. (3) The AIMS Access Line will be connected to a Service Equipment at the Service Location and to the AIMS's Network. (4) The OLNO Access Line will be connected to the third party service provider's equipment at the same Service Location (as in (3) above) and to the third party service provider's network.</p>
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1.5 Service Limitation

- 1.5.1 The bandwidth subscribe for the Service is subject to Internet Protocol (IP) overhead loss of bandwidth within the standard ratio of not more than 6% against the Customer's subscribed bandwidth. Such a loss of bandwidth is to be treated as within normal parameters and is an acceptable industry norm. Customer must access AIMS's approved speed test system (available at <http://speed.time.com.my/>) to obtain the actual bandwidth utilisation reading. AIMS will not recognise nor be bound by any speed test results on Customer's subscribed bandwidth unless such results are obtained through AIMS's approved speed test system.
- 1.5.2 **Service Interruption/Fault:** Unless Paragraph 11 (SLG) of this Service Schedule applies, the Customer may experience interruptions or faults to the Service, and Customer shall report such interruptions and faults to the Service Desk. AIMS does not warrant that the Service is error-free, without interruption or fault. Any third party network services procured and managed by AIMS will be governed by the service level guarantees, if any, provided by the third party licensed network services providers.
- 1.6 **Service Subscription.** You may subscribe for any of the above Service types as is evidenced by the applicable plan, Service Order and/or the Order Detail form; and accordingly the terms herein shall be applicable as may be appropriate.
- 1.7 **Value-Added Services.** You may subscribe for certain value added services as specified by AIMS periodically, and such value added services would be subject to the specific terms and conditions as set out in this Service Schedule or in the applicable value added services specific terms. You may subscribe for the value added service at the same time or after you have subscribed for the Service, but you must satisfy the necessary and applicable prerequisites as set out in this Service Schedule or in the applicable value added services specific terms.
- 1.8 **Managed Services.** The Customer may subscribe for a Managed Service at any time, and if the Managed Service is subscribed is to commence on a date after the SCD of the Qualifying Service, the Managed Service will commence on the date notified by AIMS, and notwithstanding anything to the contrary in this Service Schedule or the General Terms, the Initial Service Term of the Qualifying Service will be automatically extended so that the expiry date of the Managed Service and the Qualifying Service are the same.

2. SERVICE PROVISION

2.1 General

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

2.2 Service Cancellation by Customer

- 2.2.1 Notwithstanding Clause 3.1 of the General Terms, Customer may cancel a Service Order for the Service identified in this Service Schedule in the case of:
- (a) for PLL or IPVPN Service, 100 days after the CRD has lapsed;
 - (b) for IEPL or IPLC, 180 days after the CRD has lapsed;
 - (c) for CI, 90 days after the CRD has lapsed; or
 - (d) for T-SAT, 120 days after the CRD has lapsed;

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

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

2.3 Service Cancellation

- 2.3.1 AIMS or third party licensed network service providers shall complete the installation works by the CRD unless there are delays due to causes beyond its control, Force Majeure Event, or acts or omissions of third party suppliers. If AIMS or third party licensed network service provider is of the opinion that the CRD may not be achieved, AIMS or third party licensed network service provider (as the contracting party may be) may notify the Customer of the revised CRD.

- 2.3.2 If the Customer delays or fails to perform any of its obligations in this Service Schedule, including Paragraph 3.1, before the CRD, then at AIMS’s option, AIMS 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 AIMS; or
- (c) invoice the Customer for any reasonable charges incurred for any work that is performed by AIMS on behalf of the Customer and that is directly attributable to the Customer’s failure or delay to perform where such work is necessary to provide the Services, and Customer is to pay such an invoice within fourteen (14) days from the date of receipt of this invoice. A failure to do so may result in the Service not being commissioned by AIMS by the CRD.

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

- (a) after the SCD, the Customer is in default of any of its obligations in this Service Schedule, and the Customer has failed, neglected or refused to remedy such defaults after receipt of a notice from AIMS to do so by the date specified in such notice;
- (b) if it is technically not feasible to provide the Service by the CRD, and accordingly neither Party is liable to the other for any loss, costs or expense, and no Balance Charges, Termination Charges and/or Cancellation Costs are payable by Customer, other than all preparatory costs incurred by AIMS (if any).

2.4 Third Party Providers

- 2.4.1 The Customer acknowledges and accepts that AIMS operates a neutral carrier data centre under the brand name “AIMS”, and accordingly AIMS being a one-stop-centre, may provide and/or procure the Services to and/or for the Customer using third party services and/or facilities, including its Affiliates. As such, the Customer may subscribe and retain the services of one or more third party licensed network service providers to connect to the Customer Equipment, by contracting directly with such third party licensed network service provider(s). In the alternative, the Customer may, at its option, subscribe for network services and/or network facilities through AIMS as a one-stop centre, and such subscription is subject to the terms contained in this Service Schedule and in Service Schedule E (as may be applicable).

- 2.4.2 In the event that the Customer procures and subscribes the network services and/or network facilities through AIMS, the Customer further acknowledges and accepts that AIMS may contract to purchase Services from third party licensed network service providers on the Customer’s behalf. The Customer agrees that in such a situation, AIMS obligations shall be limited to and back to back with the third party licensed network service providers’ obligations under its contract with AIMS. The Customer shall liaise directly with AIMS, and escalate any issues pertaining to the network services and/or network facilities to AIMS and not directly with the third party licensed network service providers. In the event that the Customer contract directly with the third party

licensed network service providers, then the Customer shall liaise directly with the third party licensed network service providers.

- 2.4.3 The Customer agrees to abide by any third party licensed network service providers' terms and agrees to indemnify AIMS for any losses and threatened losses arising from or in connection with any claims from third party licensed network service providers resulting from any acts or omissions of the Customer or any other claims arising out of or related to the Customer's breach of such third party agreements.

3. SERVICE LOCATIONS

3.1 Customer's Obligations at Service Locations

- 3.1.1 The Customer will at its own expense and prior to the CRD and in advance of any installation work by AIMS or third party licensed network service providers:

- (a) ensure that all information, items or consents as may be either requested by AIMS or required in order for AIMS to supply and install the Standard Service Components or provision the Services are completed, made available or obtained at the Customer's own cost in sufficient time to enable the CRD or any revised CRD to be achieved;
- (b) obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the installation and use of any Standard Service Components over the Customer's network or at the Service Locations until the Service Order is terminated;
- (c) prepare and maintain the Service Locations for the installation of Standard Service Components and supply of the Service;
- (d) provide adequate space at the Service Locations to install the Standard Service Components, and you will make sure that the space for the Service Equipment is within reach of any other Service Equipment;
- (e) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the Service Equipment and the Service at such points and with such connections as AIMS specifies;
- (f) UNLESS OTHERWISE AGREED, in order to mitigate any Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
- (g) provide a suitable and safe working and operational environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
- (h) notify AIMS of any health and safety rules and regulations and security requirements that apply at the Service Location;
- (i) provide any electricity points required by AIMS;
- (j) provide any openings in buildings required to connect such Service Equipment to the Access Lines;
- (k) provide internal cabling between the Service Equipment and any Customer Equipment, as appropriate;
- (l) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow AIMS to undertake any necessary installation or maintenance of the Service and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance of the Service;
- (m) ensure that any floor loading limits will not be exceeded;
- (n) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance of the Service;
- (o) Customer grants AIMS or shall procure or assist in the procurement of rights for AIMS to install, place and affix the Standard Service Components at the designated areas in the Service Locations until the expiry of the Term.

- 3.1.2 The Customer will comply with AIMS's reasonable requests that are necessary for reasons of health and safety, environment, sustainability, security or quality or performance of the Services.

3.1.3 **Right of Entry (“RoE”).**

- (a) **Prior Notification.** Upon reasonable notice from AIMS, and unless (b) below applies, the Customer grants the requisite Permissions that are reasonably necessary for AIMS and AIMS Team to enter, remain upon or exit the Service Location at all reasonable times to install or maintain the Standard Service Components or Services including set up, deliver and manage the Service, recover or remove any Service Equipment and perform its obligations under this Service Schedule.
- (b) **Customer to obtain 3rd Party RoE.** Customer shall promptly obtain the necessary third party Permissions from the landlord, building manager or joint management board (as applicable to a Service Location) for AIMS and AIMS Team to Use the Service Location, and such Permission shall subsist until expiry of the Term, at no charge to AIMS. Customer is to provide AIMS with a copy of such Permission as soon as it receives the same.

3.2 Use of Service Location: AIMS may Use the Service Location, at no charge to AIMS, until the Service Order is terminated. If AIMS’s Use of the Service Location is subject to any charges by any third party, such charges shall be reimbursed by Customer and included in all invoices from AIMS to Customer.

3.3 Vacating Premises.

3.3.1 If the Customer intends to vacate the Service Location, the Customer is to notify AIMS at least six (6) months prior to vacating the Service Location, in order that AIMS may prepare for the orderly cessation and removal of the Service and all Service Equipment.

3.3.2 **Substituting Service Location**

- (a) If the Customer intends to substitute a Service Location for another location (“Substituted Service Location”) because it intends to vacate the first mentioned Service Location, the Customer shall notify AIMS in writing at least one-hundred and twenty (120) days before the proposed date to vacate the first mentioned Service Location, and provide details of the Substituted Service Location.
- (b) AIMS or third party service licensed network service providers will undertake a survey of the Substituted Service Location to determine its suitability and what if any will the costs be to undertake such a substitution. The cost of the survey will be borne by the Customer, unless waived by AIMS.
- (c) After completion of the survey, AIMS shall give Customer a quote for such substitution and only if Customer agrees then AIMS or third party service licensed network service providers shall undertake the substitution, and AIMS will invoice the Customer for all Extra Charges incurred in providing the Service to the Substituted Service Location and the decommissioning of the first-mentioned Service Location.

4. AIMS & CUSTOMER’S EQUIPMENT

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

4.2 Customer Equipment.

4.2.1 **Customer’s Responsibility.**

- (a) The Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service Equipment or used in connection with a Service, including managing the configuration and software updates to Customer Equipment at each and every Service Location.
- (b) The Customer shall ensure that any Customer Equipment so connected or used is connected and used in accordance with the relevant instructions and safety and security procedures applicable to the use of that Customer Equipment.
- (c) The Customer shall ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is (i) connected using the applicable AIMS



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

- (d) The Customer is responsible for the cable connecting the Service Equipment to the Customer Equipment, unless otherwise agreed by AIMS.
 - (e) The Customer solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all data in or within the Customer's Equipment. The Customer acknowledges and accepts that AIMS and/or its Affiliates does not exercise control over the data in or within the Customer's Equipment. The Customer hereby agrees that the risks (including theft, loss or damage) in all the data in or within the Customer's Equipment, Customer's Equipment or any other property of the Customer, its servants, agents, contractors, licensees and/or invitees, installed located and stored at the Service Location shall remain with the Customer, and AIMS shall not in any way be liable for any loss or damage to the data in or within the Customer's Equipment, Customer's Equipment and/or any of the aforesaid properties unless such loss or damage is caused directly by any gross negligence on the part of AIMS and/or its Affiliates.
- 4.2.1A. The Customer agrees to abide with any direction, order or notice issued by an appropriate authority (being MCMC, PDRM, MACC or the Government of Malaysia, as the case may be) either requiring access to the Customer's Equipment and/or data in or within the Customer's Equipment. In the event of any inspection and/or investigation and/or confiscation by the appropriate authority and/or regulators, the Customer acknowledges and agrees that AIMS and/or its Affiliates shall not be liable and/or responsible for any losses and/or damages which may arise due to such inspection and/or investigation and/or confiscation of the data in or within the Customer's Equipment, Customer's Equipment or any other property of the Customer, its servants, agents, contractors, licensees and/or invitees, installed located and stored at the Service Location.
- 4.2.2 **Type Approved:** The Customer shall ensure that any Customer Equipment attached or connected (directly or indirectly) to the Service Equipment by the Customer is technically compatible with the Service and type approved for that purpose under any Applicable Law. AIMS does not make any commitment with respect to the interoperability between the Service Equipment and Customer Equipment.
- 4.2.3 **Disconnecting Customer Equipment:** If Customer Equipment connected to a Service Equipment is neither type approved nor agreed by AIMS, AIMS may require the Customer to remove the same. If the Customer does not do so within 14 days, then AIMS may disconnect the Customer Equipment and suspend the Service until the Customer Equipment is typed approved or AIMS's agreement (which agreement is not unreasonably delayed or conditioned) is provided.
- 4.3 Service Equipment**
- 4.3.1 **Prior approval required:** Service Equipment may be connected to the Customer Equipment if Customer either approves in writing (which approval is not unreasonably delayed, conditioned or refused), or if Customer does not object (in which case Customer is deemed to have approved the same). If AIMS request for Customer's approval and Customer does not reject within three (3) days, the Customer shall be deemed to have approved the connection of the Service Equipment to the Customer Equipment.
- 4.3.2 **Replacement of Service Equipment:** If any Service Equipment is found to be faulty, is damaged, malfunctions or is at 'end of useful life', AIMS shall remove and replace such Service Equipment or part thereof at AIMS's own cost, UNLESS if it is due to a breach of Paragraph 4.3.3 or due to Paragraph 4.3.4.
- 4.3.3 **Protection of Service Equipment:** The Customer is
- (a) to take all reasonable care to protect and safeguard the Service Equipment as if the same were their property, whilst the Service Equipment is at the Service Location;
 - (b) not to move, add to, modify or in any way interfere with the Service Equipment, nor permit any other person (other than a person authorised by AIMS) to do so;
 - (c) not to remove or re-locate the Service Equipment or any part thereof, (other than pursuant to AIMS's written consent), AIMS may recover the cost or expense incurred by AIMS as a result of any lost or wasted time locating the Service Equipment and/or any failed visits;

- (d) not to dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to AIMS's written consent), the Customer shall indemnify AIMS against all claims, losses, costs, expenses and liabilities (including any fines levied upon AIMS) incurred by AIMS as a consequence thereof and Customer shall further pay AIMS the Termination Charges;
- (e) not to do anything to the Service Equipment other than pursuant to a written instruction from AIMS nor perform any jointing or splicing, or connect any other cable or equipment as an electrical connection;
- (f) not to remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

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

- (a) such loss or damage is due to:
 - (i) negligent acts or omissions of the Customer, its servants or agents; or
 - (ii) negligent acts or omissions of the Customer, its servants or agents that causes:
 - (1) an electrical power surge, fluctuation of voltage, poor electrical power quality or poor or lack of earthing;
 - (2) a failure or malfunction of the environmental control system (if required to mitigate the risk of overheating to Service Equipment or any Customer's Equipment which then affects the Service Equipment); or
 - (3) water (including from a sprinkler) or other fire prevention/protection system to be triggered,
- (b) after Customer approves or is deemed to have approved the connection of the Service Equipment to the Customer Equipment, such damage or destruction is as a result of being connected to the Customer Equipment.

5. RENEWAL OF INITIAL SERVICE TERM.

5.1 Unless Customer notifies AIMS in writing at least 90 days before the expiry of the Initial Service Term, that the Initial Service Term is not to be renewed, the Service shall be automatically renewed for the same duration as the Initial Service Term, on the same General Terms, the terms in this Service Schedule.

6. SPECIAL CONDITIONS FOR SPECIFIC SERVICE TYPES

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

6.1 a PLL Service type

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

- (a) AIMS will procure from third party licensed network service providers to make available on an "always-on" basis additional bandwidth not more than 100% of the subscribed bandwidth of the PLL Service unless otherwise stated in the Service Order form, but in any event not more than the 100% of the subscribed bandwidth. If the Service Order form is left blank then the maximum 100% subscribed bandwidth shall be applicable.
- (b) AIMS will procure from third party licensed network service providers to configure the system accordingly. Any change to the original configuration after the Service is provisioned may be requested by Customer but Customer may have to pay additional charges that AIMS may impose.
- (b) If the additional bandwidth is used for not more than thirty-six (36) hours in a month, then there is no Extra Charge that Customer is to pay AIMS.
- (c) If the additional bandwidth is used for 36 hours and more in a month, then (i) for the first 36 hours, no Extra Charge and (ii) for the time thereafter being from the 36th hour Customer will be charged

the Extra Charge based on the unit rate as specified in the quotation issued by AIMS before the Service was subscribed.

- (d) The total additional bandwidth used by Customer is to determine the 95th percentile.
- (e) The Extra Charge will be issued in the invoice in the next Billing Cycle.
- (f) This VAS is activated by Customer accessing AIMS's self care portal, which shall be deemed to be confirmation by Customer of using this VAS.

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

- (a) AIMS will procure from third party licensed network service providers to make available additional bandwidth equal to 200% of the subscribed bandwidth of the PLL Service when Customer request. This service requires the Customer to manage the utilization through AIMS's self care portal. Customer agrees to be bound by actions it takes via the AIMS self care portal.
- (b) The additional bandwidth requested will be in multiple of 5Mbps.
- (c) If after a request for additional bandwidth is made, and whether or not the Customer actually uses the additional bandwidth the Customer shall pay AIMS the Extra Charges for the additional bandwidth, calculated by multiplying the bandwidth unit rate (being RM per month per Mbps) as specified in the quotation provided by AIMS to Customer prior to the subscription of the Service by the number of 5Mbps blocks.
- (d) The additional bandwidth will be provisioned from the date recorded in the selfcare portal until the next Billing Cycle.
- (e) The Extra Charge will be issued in the invoice in the next Billing Cycle.
- (f) This VAS is activated by Customer accessing AIMS's selfcare portal, which shall be deemed to be confirmation by Customer of using this VAS.

6.2 IPLC and/or IEPL Service type

- 6.2.1 Where the subscribed Service is either IPLC or IEPL, then AIMS may use OLNOs in the country where the Service Locations are located to provide the local Access Line from the AIMS POP to that Service Location.
- 6.2.2 AIMS may procure the necessary service from the OLNO, but such procurement by AIMS is as agent of the Customer and not as principal, and such OLNO may bill AIMS and AIMS 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, AIMS may, manage the Service as your agent, and may charge you an Extra Charge (if any).
- 6.2.3 If AIMS pays the OLNO before receiving any payment from the Customer, AIMS may off-set such payments it makes to the OLNO from sums that AIMS receives from Customer.
- 6.2.4 If Customer terminates the IEPL or IPLC Service either before the expiry of the Initial Service Term or the Renewed Service Term, other than due to the fault of AIMS, then Customer shall pay AIMS the Balance Charges, the Termination Charges and any charges that may be imposed by the OLNO.
- 6.2.5 If termination by Customer is pursuant to Clause 8.1 General Terms then Customer does not have to pay the Balance Charges or any Termination Charges, but Customer shall reimburse AIMS all OLNO charges attributable to the IEPL or IPLC Service that is invoiced by the OLNO. AIMS will provide the information to Customer and Customer may either pay AIMS for AIMS to pay the OLNOs or pay the OLNOs direct.
- 6.2.6 If Customer requires any performance reports from AIMS, Customer is to request of the type of information that AIMS is to report to Customer, and AIMS will use its reasonable endeavours to provide the requested information in the form of a report (as determined by AIMS). If the information to be provided by AIMS requires AIMS to incur any costs and expense, then prior to providing such report to the Customer, AIMS will submit a quotation and if Customer agrees then the provision of the reports will be subject to the payment of additional charges as set out in the quotation, by the Customer. AIMS may add these additional costs to the periodic invoices AIMS issues to the Customer.

6.3 CI Service type

- 6.3.1 The Customer shall procure the necessary connectivity from the CSP's demarcation point to the CI's demarcation point as specified by AIMS, and notwithstanding any delay or failure to obtain such cross

connection or interconnection, the Service shall be commissioned by AIMS and the Customer shall pay and continue to pay the Charges.

- 6.3.2 If the Customer request that AIMS defers the date for the SAT, AIMS may do so provided that the Customer agrees to pay any additional costs and expenses that AIMS may incur as a result of the deferment PROVIDED ALWAYS THAT such deferment shall not be more than 30 days, and if it is then the Service shall be deemed to have been commissioned and the SCD shall be the 31st day after the date of the SAT, and thereafter AIMS may invoice the Customer the Charges.
- 6.3.3 The Customer shall continue to pay the Charges even if the Customer's ability to use the cloud services has been terminated by either the Customer or the CSP, is barred, suspended or deactivated by the CSP or the CSP has migrated its cloud service platform to another location different from where the CI Service was originally provided to. This Paragraph shall apply even if the cloud services are resold by AIMS to Customer, as such cloud services are wholly independent of the subscribed Service in this Service Schedule.
- 6.3.4 If the Customer request AIMS to change the Service Location from the place where the CSP was first located to the new location, and if AIMS so agrees, AIMS may charge the Customer for all costs and expenses that is incurred by AIMS to implement such a change.
- 6.3.5 If Customer terminates the CI Service, then the Balance Charges and Termination Charges shall be applicable, except if the termination is pursuant to Clause 8.1 General Terms.

6.4 T-SAT Service type

- 6.4.1 Where the subscribed Service is T-SAT, AIMS requires the Customer to make available at the Service Locations sufficient space for the installation of Service Equipment with unobstructed line of sight, which shall be maintained throughout the Initial Service Term and any Renewed Service Term.
- 6.4.2 AIMS shall monitor the Customer's use of the Service to ensure compliance with AIMS's obligations to the Satellite Owner and the Customer shall comply with any reasonable requirements to ensure the compatibility of the Customer's Equipment with satellite signals transmitted.
- 6.4.3 Any Service Equipment installed by AIMS or third party licensed network service providers is solely for the use on the AIMS Network and for accessing the Service. No third party is permitted to do anything to enable such Service Equipment to be used on a third party's network or service.
- 6.4.4 If termination by Customer, other than pursuant to Clause 8.1 General Terms, Customer shall pay the Balance Charges and Termination Charges.
- 6.4.5 If the termination by Customer is pursuant to Clause 8.1 General Terms, then Customer does not have to pay the Balance Charges or any Termination Charges, but Customer shall pay the third party Satellite Owner charges attributable to the T-SAT Service.

6.5 IPVPN Service Type

- 6.5.1 The IPVPN Service type procured from third party licensed network service providers is either a standard solution (as referred to in Paragraph 1.3 of this Service Schedule) or a customized solution.
- 6.5.2 If the IPVPN is a customized solution, AIMS shall procure the submission of a technical and financial proposal to Customer for the provision of the IPVPN Service from third party licensed network service providers. Upon the acceptance of the said proposal, will the IPVPN Service be provisioned.
- 6.5.3 If the IPVPN is a standard solution:
- (a) AIMS will procure to provide a network-based IPVPN Service only;
 - (b) Customer must subscribe for either a PLL Service type or an Internet Direct Service type (as defined in Service Schedule E) from each of the Service Location to the AIMS Network;
 - (c) IPVPN is only available if at least one Service Location is in Malaysia;
 - (d) The SCD is when the last Service Location has passed the SAT and the IPVPN service can be used by the Customer;
 - (e) AIMS will procure to supply, install, configure and manage the necessary Service Equipment (that AIMS has determined) for the IPVPN service at all Service Locations. The Customer does not have to select the Service Equipment;

Service Schedule D: Enterprise Data Services

- (f) All customs duties, excise and taxed applicable to the importation of the Service Equipment to the country where a Service Location is at is to be borne by the Customer, unless AIMS is able to locally source such Service Equipment. AIMS will advise the Customer if such customs duties, excise and taxes are not applicable;
- (g) The scope of AIMS's responsibility with regards to the maintenance of the Service Equipment is to undertake fault management, firmware updating and installing patches issued by Service Equipment manufacturer or supplier and hot swaps of defective or malfunctioning Service Equipment;
- (h) Customer will permit AIMS Team to access the Service Locations in order to carry out AIMS's scope of responsibility under this Paragraph 6.5 of this Service Schedule including carrying out the maintenance and/or management of the Service Equipment;
- (i) If Customer provides or uses its own equipment for the IPVPN service to be connected to:
 - (i) AIMS must expressly consent in writing to the use of Customer own equipment, and if AIMS does not consent, AIMS may cancel the Service Order and the Customer is liable for the Cancellation Costs;
 - (ii) If AIMS agrees to the use of Customer's own equipment, AIMS does not provide nor is AIMS responsible or liable for configuration and commissioning, change management, firmware updating and installing patches to the firmware, and proactive fault management for any Customer's Equipment (including routers) that are not Service Equipment;
 - (iii) The configuration of the Customer's Equipment is the Customer's responsibility and the Customer will do so according to the configuration instructions that are issued by AIMS in writing; and
 - (iv) The Customer will maintain the Customer Equipment in order to continue the Service. If the Customer fails to maintain the Customer Equipment and the Service is affected, AIMS is not liable for any failures, interruptions or loss of quality of the Service notwithstanding anything stated to the contrary in this Service Schedule. If Customer request AIMS to attend and resolve the problem or fault with the Customer Equipment, AIMS may charge the Customer additional charges to do so.
- (j) Customer nor any third party is permitted to do anything to change or modify the Service Equipment unless expressly instructed by AIMS in writing;
- (k) Customer is responsible for the proper use of any user names, personal identification numbers and passwords used with the Service Equipment, and you will take all necessary steps to ensure that they're kept confidential, secure and not made available to unauthorised persons;
- (l) The Service Location and facility must be certified by AIMS during service delivery;
- (m) Demarcation of all accessories, additional hardware cards and modules will be determined by the type of router package selected by the Customer. If the package is a managed router, all the accessories, additional hardware cards and modules shall be owned by AIMS or third party licensed network service providers respectively;
- (n) IPVPN must be used with third party licensed network service providers' connectivity service. IPVPN using third party connectivity is not eligible for SLG;
- (o) If the IPVPN service is provided with a SLG then the applicable SLG for the IPVPN service is for each Service Location connected to the AIMS Network and depends on the actual configuration of the connectivity between that Service Location and the AIMS Network or AIMS POP (as the case may be). *For example – if a Customer has 3 different Service Locations connected to the AIMS Network and the configuration for each Service Location is single home single path (for 2 Service Locations) and dual home dual path (for 1 Service Location) then the applicable SLG is 99.5% for the 2 Service Locations with single home single path configuration and 100% for the 1 Service Location with dual home dual path configuration.*
- (p) The SLG shall only commence when the IPVPN service is available at all of Service Locations. If some but not all of the Service Locations are where the IPVPN service is available, no SLG is applicable until all Service Locations have the IPVPN service activated.



PART B – SERVICE DELIVERY AND MANAGEMENT

7. OUR OBLIGATIONS

7.1 Service Delivery/Provisioning

7.1.1 Before and/or by the CRD or any revised CRD, AIMS will procure from third party licensed network service providers to:

- (a) use reasonable endeavours to meet the CRD;
- (b) procure all local authority permissions, consents and approvals ("**ROW Consents**") that are necessary for AIMS to provision the Service at the Service Locations;
- (c) comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Service Location(s) and are notified to AIMS in writing, but AIMS will not be liable if, as a result of any such compliance, AIMS is in breach of any of its obligations under this Agreement;
- (d) provide you with contact details for the helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about the Service ("**Service Desk**").

7.1.2 Service Locations Technical Surveys

- (a) AIMS will or third party licensed network service providers (where necessary) arrange for any technical surveys to be conducted before the CRD to confirm the availability of a suitable Access Line to the Service Location(s) and the suitability of the Service Locations;
- (b) The technical surveys are to be completed in sufficient time so that the CRD may be met, unless the engineering work required makes it impracticable for the CRD to be achieved. In such a case, AIMS shall notify the Customer of the revised CRD;
- (c) If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Service Location(s), AIMS may provide a new quote to Customer, detailing the charges that the Customer will need to pay for the engineering work to be completed;
- (d) Within fourteen (14) days of AIMS providing the quote, Customer is to either accept or reject the quote, and if Customer:
 - (i) rejects the quote, AIMS will cancel the applicable Service Order for the provision of Service and AIMS will have no obligation to provide the Service nor will the Customer be liable for any Cancellation or Termination Charges;
 - (ii) accepts the quote, then AIMS will either (1) cancel the existing Service Order to the affected Service Location and generate a new Service Order for the affected Service Location or (2) issue a variation to the existing Service Order to reflect the agreement of the Customer to pay the additional charges for the engineering works and in either case will arrange for the additional engineering works to be carried out and completed by the revised CRD will be provided.

7.2 Commissioning of the Service: After completing the installation works, AIMS will or on behalf of the third party licensed network service providers will:

- (a) prior to conducting the Service Acceptance Test, inform Customer of the date of the SAT to be present to witness the SAT;
- (b) on the SAT date, conduct a series of standard tests on the Service to ensure that it is configured correctly;
- (c) if the SAT is successful, AIMS will issue the SAT Form to the Customer; which SAT form will, *inter alia*, state the SCD; and
- (d) if the Customer does not return or sign the SAT Form (at the designated place) within three (3) days of the SAT Form being issued, the Customer shall be deemed to have accepted the results of the SAT and concurred with the information stated in the SAT Form including the SCD.

7.3 During Operation: On and from the SCD, AIMS:

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

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

8. CUSTOMER'S OBLIGATIONS

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

- (a) provide all reasonable assistance to AIMS in securing the ROW Consents referred to in Paragraph 7.1.1 above;
- (b) Do all things required and specified in Paragraph 3.1.1 above;
- (c) provide AIMS with any information reasonably required without undue delay;
- (d) provide AIMS with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("Customer Contact"), but AIMS may also accept instructions from a person who it reasonably believes is acting with your authority;
- (e) comply with the technical specifications in the use of the Service as may be provided by AIMS periodically;
- (f) provide and maintain Customer's own internal network from the customer's side of the Service Management Boundary and its interface and also ensure that the protocols and applications you use will be compatible with the Service and will operate satisfactorily when using the Service.

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

- (a) attend to witness the SAT;
- (b) carry out any tests at the Customer Equipment or at the Customer's side of the Service Management Boundary as may be required;
- (c) undertake such acts or refrain from taking such acts as may be instructed by AIMS when carrying out the SAT.

8.3 During Operation: On and from the SCD, you will:

- (a) Procure and maintain any licence, permit or authorisation ("**Permit**") that you may require to use the Service, but you agree to continue to pay the Charges even if you do not obtain such Permit;
- (b) comply with the incident reporting procedure that AIMS provides you in respect of each type of Service;
- (c) immediately disconnect any Customer Equipment or advise AIMS to do so at your expense, if Paragraph 4.2.3 applies;

- (d) connect equipment to the Service only by using the specified network termination equipment (“**NTE**”) at the Service Location(s);
- (e) take all reasonable steps to prevent unauthorised access to the Service; and
- (f) adhere to applicable requirements specified in Applicable Laws.

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

- (a) provide AIMS with all reasonable assistance necessary to remove Service Equipment from the Service Location or if so instructed by AIMS, arrange for any Service Equipment located at the Service Location to be returned to AIMS;
- (b) if instructed by AIMS in writing, disconnect any Customer Equipment from Service Equipment located at the Service Location.

9. SERVICE MANAGEMENT BOUNDARY

- 9.1 AIMS will procure the Service from third party licensed network service providers and manage the Service, where applicable, as set out in the applicable Service Order up to the Customer’s side of the Service Equipment, including the provisioning, maintenance and management of all elements up to the Service Equipment that connects to the Customer Equipment (“**Service Management Boundary**”).
- 9.2 AIMS will have no responsibility for the Service beyond the Service Management Boundary.
- 9.3 Customer shall be responsible for the Service from the Customer’s side of the Service Management Boundary, which is from the cross-connection port or panel at the Service Equipment that connects to the Customer Equipment at the Service Location.
- 9.4 AIMS will not be liable for any Service impairment, interruption or other impacts caused by the physical extension, except where AIMS agrees to take responsibility for ordering and managing the extension of the connectivity of the Access Line from a third party room to the Customer Equipment located at the Service Location where the Service Equipment will be installed.

PART C – SERVICE LEVELS

10 SLAs for NETWORK AVAILABILITY

10.1 Service Level Arrangement: Unless otherwise indicated in the applicable Service Order it is not mandatory for AIMS to provide SLAs to the Customer for the type of Service indicated in Paragraph 1.3 to this Service Schedule. THE SLAS PROVIDED TO CUSTOMERS ARE NOT SUBJECT TO ANY SERVICE CREDIT REGIME OR THE PROVISION OF ANY COMPENSATION TO THE CUSTOMER IF THIRD PARTY LICENSED NETWORK SERVICE PROVIDER DOES NOT MEET THE SLAs FOR ANY REASON WHATSOEVER. THE SLAs ARE PROVIDED ON BEHALF OF THE THIRD PARTY LICENSED NETWORK SERVICE PROVIDERS BY AIMS IN GOOD FAITH OF OUR WILLINGNESS TO ACHIEVE THAT LEVEL OF SERVICE BUT WITHOUT ANY LIABILITY TO AIMS FOR ANY FAILURE OR NON-ACHIEVEMENT.

11. SLGs for NETWORK AVAILABILITY

11.1 General

- 11.1.1 Unless this Paragraph 11 applies, the Customer may experience interruptions or faults to the Service, and Customer shall report such interruptions and faults to the Service Desk.
- 11.1.2 The terms set out in this Paragraph 11 is only applicable to the Eligible Service that is subscribed by the Customer, and it is expressly acknowledged by the Customer, that this Paragraph 11 does not apply to any of the Service unless the Service subscribed by Customer is the Eligible Service.
- 11.1.3 A SLG is a guarantee issued by the third party licensed network service providers that AIMS’s Network available uptime (“**Available Time**”) will meet the level of network availability as specified in Paragraph 11.2.1, at the percentage as selected by you in the Service Order, ESA or EMSA (as the case may be) for the Eligible Service. However, it is not mandatory for AIMS to furnish the Customers with SLAs for the Service. The SLG will always be expressed as a percentage, and it is the sole and absolute discretion of AIMS to provide you with service credits as specified in Paragraphs 11.3 and 11.4 below for failure to meet the SLG.

11.1.4 Incident Reporting, Measurement and Closure:



- (a) The Unavailable Time will be measured by AIMS or the third party licensed network service providers starting from when Customer reports an Incident and ending when AIMS or the third party licensed network service providers 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 AIMS will advise such information to Customer.
- (c) **Incident Closure:** AIMS will inform Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (d) below, will close the trouble ticket when either Customer confirms that the Incident is cleared within 24 hours after being informed by AIMS or AIMS 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 AIMS's attempt.
- (d) If Customer however, confirms that the Qualifying Incident is not cleared within 24 hours following being informed that the Incident is cleared, the trouble ticket will remain open, and AIMS will continue to work to resolve the Qualifying Incident.

11.1.5 **Attendance to Incidents Reported.** The third party licensed network service providers will restore the Service reported by the Customer to AIMS if the Incident is a Qualifying Incident only, as quickly as possible.

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

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

11.2 Scope of SLG

11.2.1 Only Eligible Services are eligible for the SLG and the service credit regime below. The SLG is as specified for the Eligible Service identified below, and is only applicable if it is so specified in the Service Order and subject that it is provided by the third party licensed network service providers to AIMS. Any third party network services procured and managed by AIMS will be governed by the service level guarantees, if any, provided by the third party licensed network services providers.

the Eligible Service	Service Level Guarantee (“SLG”) with connectivity configuration of	
	Single Fibre Single Home Configuration	Dual Fibre Dual Home Configuration
PLL	99.5% or 99.7%	99.9% or 100%
IPVPN ⁽¹⁾	99.5% or 99.7%	99.9% or 100%

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

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

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

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

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

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

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

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

Where:

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

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

“**ts**” is the Total Service Minutes per month.

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

11.4 Service Credits

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

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

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

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

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

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

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

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

- (a) Should you experience any disruption to your service due to network unavailability, you must immediately report the Incident to the Service Desk, with a copy to your designated client manager.
- (b) You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with Paragraph 11.5(b) of this Service Schedule will constitute a waiver of any claim for Service Credits for that calendar month.
- (c) Any claim for service credit must be made in writing to AIMS, addressed to your designated client manager, together with a copy of the Service Order that evidences the application of the SLG is attached.
- (d) Upon verification of your claim, AIMS shall issue a “Service Incident Report” (“SIR”) to you as evidence of service credit payable. All service credit entitlement and claims are subject to AIMS’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, AIMS’s decision on the matter or issue is final.
- (e) Upon receipt of a valid request for Service Credits in accordance with Paragraph 11.5(b), AIMS will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing



cycles of the SIR being issued; and following expiry or termination of the Agreement where no further invoices are due to be issued by AIMS, AIMS will pay you the Service Credits within a reasonable time or AIMS may set off the amount of service credit against any other outstanding charges owing to AIMS by you for any other service subscribed by you.

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

- (a) Additional time taken by the Customer to perform confirmation testing after the Eligible Service is restored;
- (b) Errors, interruptions or suspensions, without complete outage such as quality of transmission, congestion or low bit rate returns;
- (c) Fault caused by or arising from Customer's Equipment or by your own acts, misconduct, negligence or omissions;
- (d) Provision or restoration of the circuit(s) where special construction work is necessary or where work is required to be carried out offshore;
- (e) Submarine cable repairs due to cable damage caused by third parties or animals, and the time taken to repair;
- (f) Planned outages in AIMS's network subject to prior notice given to you and such notice may be published on AIMS's website. For the avoidance of doubt, where there is risk of service disruption, third party licensed network service providers reserves the right to conduct planned outages without prior notice;
- (g) Obstruction and/or delays that causes AIMS Team to be unable to commence work due to your premises or Service Location being inaccessible, unsafe or having any other inadequacy or deficiency that is material to the carrying out of the works by AIMS Team;
- (h) Obstruction and/or delay (including the lack of co-operation by your staff and/or agents) that affects AIMS Team access of and to the Access Line;
- (i) Damage, loss or destruction of any of the Standard Service Components;
- (j) Damage to Service Equipment as specified in Paragraph 4.3.4 herein;
- (k) Request by you to conduct any test on the Access Line(s);
- (l) Request by you to suspend the Eligible Service for any reason whatsoever;
- (m) Fault, interruption or disruption of the network or equipment of other service providers;
- (n) Disconnection and/or reconnection of the Access Line(s), suspension or interruption of the Service pursuant to the General Terms and/or the terms in this Service Schedule, including non-payment of any Charges;
- (o) Occurrence of a Force Majeure Event that affects the Eligible Service;
- (p) Stolen telecommunication cables and fibre cuts that affect the Eligible Service;
- (q) Emergency maintenance and repair that affects the Eligible Service; and/or
- (r) Regulator intervention to the data in or within the Customer's Equipment and/or Customer's Equipment or any other property of the Customer as specified in Paragraph 4.2.1A herein.

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

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

PART D – CHARGES

12. CHARGES



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

- 12.1 MRC on Renewal.** Clause 6.9 of the General Terms shall be applicable to Service types listed in this Service Schedule only.
- 12.2 Deposits:** Unless waived by AIMS, Customer shall pay AIMS a deposit, which shall be equal to three times the MRC or as may be specified in the Service Order. The deposit is as security for the due and punctual performance of the Customer's obligations under this Agreement. If the Adjusted Recurring Charge for the Renewed Service Term, is greater than the MRC, Customer shall top-up the deposit paid previously. If AIMS sets off any costs and Charges due from the Customer against the deposit, and the Agreement is not terminated, Customer shall pay a further deposit of such amount as may be specified by AIMS and in default of such specified amount, an amount equal to six times the MRC. The deposit paid shall be refunded upon the termination and/or cancellation of the Service, after deducting any unpaid invoices or outstanding Charges due from the Customer.
- 12.3 Cancellation Costs:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Costs, such Cancellation Costs shall comprise the following:
- (a) any Charges waived by AIMS;
 - (b) the cost incurred to carry out the installation and provisioning of the Access Lines to the Service Locations;
 - (c) any charges imposed by third party service providers (in respect of T-SAT or PLL services only) or OLNOs (in respect of IPLC, IEPL or IPVPN services only); and
 - (d) all incidental costs and expenses incurred by AIMS in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to AIMS'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 AIMS, such Termination Charges shall be equal to the aggregate of the following:
- (a) any Charges waived by AIMS where the premature termination occurs during the Initial Service Term only;
 - (b) any charges imposed by third party service providers (in respect of T-SAT or PLL services) or OLNOs (in respect of IPLC, IEPL or IPVPN services) including charges for the remainder of the unexpired term that those third party service providers or OLNOs may impose (as the case may be);
 - (c) any charges imposed by third party providers if the Resiliency Option 4 as set out in Paragraph 1.4 is selected by Customer;
 - (d) all de-installation charges and incidental charges incurred by AIMS in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to AIMS's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred);
 - (e) any other charge reasonably incurred by AIMS as a result of the early termination; and
 - (f) as compensation for early termination of the Managed Service during either the Initial Service Term or Renewed Service Term, a sum equal to fifty per cent (50%) of the MRC for the remaining months of either the Initial Service Term or Renewed Service Term (as the case may be), which is a genuine pre-estimate of damages.
- 12.5 Invoice Disputes.** In addition to Clause 6.8 General Terms, if the Parties are unable to resolve the dispute as to an invoice, then (a) Customer agrees that a disputed invoice pending resolution shall not be a valid ground to withhold payment of future invoices issued by AIMS for the Services; (b) AIMS shall not suspend the Service to the Customer on the ground that the invoice remains outstanding, and (c) either Party may refer the dispute to arbitration.
- 13. EFFECT OF TERMINATION**
- 13.1** If Customer terminates this Agreement pursuant to Clause 8.2 General Terms or if AIMS terminates this Agreement pursuant to Clause 8.3 or 8.4 General Terms (with the exception of Clause 8.4 (i) General Terms) or pursuant to any other provision in this Service Schedule, then Customer shall pay AIMS the Balance Charges and the Termination Charges.

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

