

BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THE RELEVANT SPECIFIC SERVICE ORDER, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF THE SERVICES PROVIDED BY THE SERVICE PROVIDER.

THE SERVICE PROVIDER RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME FOR ANY REASON WHATSOEVER OR IF UPDATING OR REVISION FROM TIME TO TIME IS REASONABLY NECESSARY IN THE INTEREST OF AND FOR ENSURING A FAIR LEVEL OF AVAILABILITY OF THE SERVICES TO A MAJORITY OF THE SERVICE PROVIDER'S CUSTOMERS.

THE SERVICE PROVIDER MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS THE SERVICE PROVIDER DEEMS NECESSARY AND APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SERVICES SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS.

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION THAT CAN ONLY BE USED BY PERSON OR PERSONS WITH PRIOR WRITTEN PERMISSION FROM THE SERVICE PROVIDER.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this MSA and unless the context otherwise requires, the following words and expressions shall bear the following meaning ascribed to them:-

“Addendum” means any supplemental agreement, Specific Service Terms and/or Specific Service Order by which the Parties may agree to vary the Agreement;

“Affiliate” shall mean in relation to a Party, (i) any entity under the Control of such Party; or (ii) any entity Controlling such Party; or (iii) any other entity under the Control of a controlling entity under (ii) hereof. For the purpose of this definition, the term “Control” (including the correlative meanings of the terms “Controlling”, “Controlled by”, and “under the Control of”), as used with respect to any Party, means a Party’s (a) ownership, directly or indirectly, of equity securities or shares entitling it to exercise in the aggregate of more than fifty percent (50%) of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise;

“Agreement” shall collectively mean this MSA, the relevant Specific Service Order and the relevant Specific Service Terms for the relevant Services including any schedules, appendices, exhibits, amendments and supplements that may be entered into by the Parties from time to time;

“Business Days” means Mondays through Fridays or Sundays through Thursdays, inclusive, as the case may be, but does not include national or state or public holidays in the state or locality where the relevant Services are to be provided;

“Certificate of Acceptance” where applicable, means a certificate to Customer by Service Provider signifying the acceptance of the relevant Services and/or the Deliverables established in relation to the relevant Services;

“Charges” shall include any payment due, charges and/or fees exclusive of the applicable Taxes and any other monies or charges as shown in the Service Provider’s invoice, payable by the

Customer for the utilization of the relevant Services and as specified in the relevant Specific Service Order or the Specific Service Terms;

“Commencement Date” shall mean the date of commencement of the relevant Services as stated in the Certificate of Acceptance;

“Confidential Information” shall mean all and any confidential information disclosed by the disclosing party to the receiving party including, without limitation to: (a) all confidential and restricted information disclosed during discussions, negotiations, transactions and dealing of the disclosing party; or (b) any information, technical data, or know-how including, but not limited to, that which relates to research, product plans, product, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information, marketing or finance or any form of business plans of the disclosing party; or (c) any information which is marked as confidential, proprietary and restricted at the time of disclosure and is confirmed promptly in writing as having been disclosed as confidential or proprietary by the disclosing party; or (d) any information which is unmarked (e.g., orally disclosed) but treated and declared as confidential and restricted at the time of disclosure and is designated as confidential and restricted in a written notice sent to the receiving party within thirty (30) days of disclosure, summarizing the Confidential Information sufficiently for identification; or (e) that part of all notes and other records prepared by the disclosing party incorporating the information referred to in para (a) above, whether in the same or a modified form or any information derived from such information; or all copies of the information and those parts of the notes and other records referred to in any of para (a) to (e), whether in written, pictorial or oral form or in any other medium;

“Customer” shall include its successors-in-title, personal representative, executors permitted assigns, employees and agents, as the case may be;

“Customer’s Equipment” shall include but not limited to routers, hubs, terminal servers, printer servers, modem and other related communication peripheral and equipment, owned, installed and maintained by the Customer or subscribed by the Customer from any third party provider to facilitate access to the relevant Services which has obtained the necessary type approval by an approving body as recognized by the Service Provider;

“Cyber Security Incident” means an act or activity carried out on or through a computer or computer system, without lawful authority, that jeopardizes or adversely affects the cyber security of that computer or computer system or another computer or computer system;

“Days” shall mean calendar days;

“Deliverables” where applicable, means the items specifically developed for the Customer in connection to the relevant Services, as specified in the relevant Specific Service Terms and/or Specific Service Order;

“Due Date” shall mean the due date on which payment of the Charges for the relevant Services shall be made by the Customer to the Service Provider. For the avoidance of any doubt, the Due Date of the relevant the Service Provider’s invoice shall be determined as follows: - (a) thirty (30) days from the invoice date; or (b) the date stipulated in the Service Provider’s invoice, whichever is the later;

“Effective Date” means as per Clause 3.1;

“End User(s)” means any person or entity receiving or using the relevant Services and whom may be a person or entity to whom the Customer or its customer provides telecommunications or related services that employ, in part, the relevant Services provided under the Agreement;

“Extended Subscription Period” shall mean an automatic extension period on a yearly basis after the expiry of the Subscription Period of the relevant Services;

“Fault” shall mean the inability of the Customer to use the relevant Services;

“General Terms and Conditions” means these general terms and conditions of the MSA generally applicable to all Services subject always to specific provisions of the relevant Specific Service Terms and relevant Specific Service Order;

“Intellectual Property” means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including all patents, trademarks, service marks, logos, trade names, internet domain names, designs, copyrights (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, trade secrets, tangible and intangible work products, concepts, methodologies, engineering details, discoveries, inventions, techniques, information, rights in know-how and other intellectual property or similar rights;

“In-Service Date” where applicable, means the date Customer is notified by the Service Provider that the relevant Services is/are available for testing. This date marks the commencement of the Test Period;

“MSA” means this Master Services Agreement comprising of these General Terms and Conditions) and its execution page;

“Minimum Subscription Period” shall mean the minimum period for which the Customer shall subscribe to a Service, as stated in the relevant Specific Service Order and/or the Specific Service Terms, as the case may be, and commencing from the Commencement Date;

“Network” means a network comprising a system, or a series of systems that carries or is capable of carrying communications through any acceptable medium of access by means of guided or unguided electromagnetic energy or both;

“Professionals” where applicable, means the competent, skilled and suitably qualified personnel employed or hired by the Service Provider to undertake the performance or execution of the relevant Services;

“Purchase Document” means the letter of award and/or purchase order issued by the Customer and accepted by the Service Provider;

“Ready For Service Date” or **“RFS Date”** where applicable, refers to the date as specified in the Specific Service Order where the relevant Service is to be made available to the Customer;

“Scheduled Outage/Maintenance” where applicable, shall mean preventive or corrective maintenance, inspection, improvement, repair, service configuration, migration or upgrading of any of the relevant Services as scheduled by the Service Provider;

“Security Deposit” if applicable, means such amount as may be reasonably required by and deposited with the Service Provider as security for the due and faithful observance of all stipulations, conditions and obligations herein by the Customer;

“Services” shall mean the applicable service or services to be provided by the Service Provider or any of its Affiliates, as specified in the relevant Specific Service Terms;

“Service Level” where applicable, shall mean the service availability level of the relevant type of Services committed by the Service Provider to the Customer;

“Service Provider’s Equipment” means routers, network terminating devices and other communication peripheral, which are owned or maintained by the Service Provider and/or leased to the Customer;

“Site” where applicable, means the installation site or sites as specified from time to time by the Customer in the relevant Specific Service Order where the relevant Services is to be provided which may include the Customer’s premises which is either owned or leased by the Customer or that which is within the Customer’s reasonable control;

“Specific Service Order” shall mean the Service Provider’s standard specific service order form for the relevant Services to be executed by the Customer and the Service Provider on the subscription of the relevant Services;

“Specific Service Terms” shall mean the relevant terms and conditions of the relevant Services as specified in the relevant schedule;

“Subscription Period” shall mean the subscription period for which the Customer agrees to subscribe a Service, as stated in the Specific Service Order and commencing from the Commencement Date;

“Taxes” shall mean all taxes imposed by the authorities from time to time for the provision of the relevant Services;

“Term” refers to the term of this MSA as stipulated in Clause 3.1 hereof;

“Test Period” where applicable, means the period of time between the In-Service Date and the Commencement Date during which the Customer has been provided with the relevant Services and is able to perform testing on the relevant Services;

“User Acceptance Test” where applicable, shall mean the relevant test(s) to be performed by the Service Provider for the acceptance of the Services and/or the Work and/or the Deliverables by the Customer, as the case may be, established for the Services (if any) as stated in the relevant Specific Service Order and/or the Specific Service Terms;

“Work” where applicable, shall mean all the activities necessary for the provision of required Services as specified in the relevant Specific Service Terms.

1.2. **Interpretations**

In the interpretation of the Agreement, unless the context requires otherwise: -

- (a) Words importing the singular also include the plural and vice versa where the context requires;
- (b) Any gender includes every gender;
- (c) Words importing people include corporations, associations, partnerships, Government Authorities, and other legal entities;
- (d) Reference to a “Party” includes a reference to its principal, agents, successors and permitted assigns;
- (e) Reference to statutes include statutes amending, consolidating and replacing the statutes referred to and all regulation, orders-in-council, rules, by-laws and ordinances made under those statutes;

- (f) Reference to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (g) A period of days from the occurrence of an event or act shall be inclusive of the day on which such event or act took place and if the last day of the period is a weekly holiday or a public holiday, the deadline for an event or act shall fall on the next day following the weekly holiday or public holiday;
- (h) Where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (i) If a word or phrase is defined, another grammatical form of that word or phrase has a corresponding meaning;
- (j) The rule of contra proferentum shall not apply to any party who was responsible for the preparation of Agreement or any part thereof;
- (k) A reference to a body, other than a Party to the Agreement (including an association, authority, corporation, body corporate or institution), whether statutory or not: (i) which ceases to exist; (ii) which is reconstituted, renamed or replaced; or (iii) whose powers of functions are transferred to another body, is a reference to the body which replaces it or which serves substantially the same purpose or has the same powers or functions; and
- (l) Titles and headings to Clauses herein are inserted for convenience of reference only and shall not have any effect on the interpretation thereof.

1.3. **Order of Precedence**

In the event of inconsistency between any provisions of the MSA and the Specific Service Terms and the Specific Service Order, the following order of precedence will apply:

- (i) the Specific Service Order for the relevant Services shall be taken as the highest order of precedence;
- (ii) the Specific Service Terms for the relevant Services; and
- (iii) the MSA.

2. SCOPE OF AGREEMENT/SERVICES

- 2.1. The Service Provider shall, in consideration of the Charges and any other monies to be paid by the Customer and subject to the terms and conditions hereof, supply the relevant Services and/or the Work and/or the Deliverables (if any) as more particularly specified in a Specific Service Order and/or the relevant Specific Service Terms attached or to be attached to this MSA and the Customer agrees to subscribe for the specific Services and perform its duties and obligations as contained herein.
- 2.2. The scope of the relevant Services may be changed or expanded from time to time by the incorporation of an Addendum, to be mutually agreed and signed by both Parties.
- 2.3. The Parties shall at its own expense and cost procure and install each Party's own equipment and shall be responsible for the operation, maintenance, performance or reliability of its equipment including all necessary facilities, services or computer hardware, cabling and software necessary for the purpose of the provision of the relevant Services. When the relevant Services have expired or been terminated, and unless governed by new terms, all the Service Provider's Equipment and material located or installed at Site will forthwith be returned by Customer to the Service Provider, failing which the Service Provider shall be entitled to enter the Site upon reasonable notice for the purpose of retrieving the relevant Service Provider's Equipment and material.

- 2.4. For the relevant Services to be provided under the Agreement, the Customer agrees, acknowledges and accepts that the relevant Services and incidental facilities thereof may be provided by the Service Provider's Affiliate(s) and/or any parties engaged by the Service Provider to carry out part or whole of the relevant Services and that any obligation by the Service Provider under the Agreement to possess the requisite regulatory and governmental licenses, waivers, consents, registrations, permission and approvals for the provision of the relevant Service to the Customer shall be deemed satisfied in the event the Service Provider's Affiliate(s) and/or any parties engaged by the Service Provider to carry out part or whole of the relevant Services to the Customer possesses the requisite regulatory and governmental licenses, waivers, consents, registrations, permissions and approvals.
- 2.5. Where the relevant Services requires the interconnection of the Customer's systems with systems of the Service Provider's Affiliate(s) and/or any parties engaged by the Service Provider to carry out part or whole of the relevant Services, the Service Provider may, at its discretion, extend reasonable assistance to the Customer with regard to the standards and methods to be followed for any such interconnection, or may direct the Customer to relevant person(s) from its Affiliate(s) and/or any parties engaged by the Service Provider to carry out part or whole of the relevant Services who can provide such information and any associated guidance reasonably necessary for the Customer to effect or allow any required interconnection for the provision of the relevant Services and incidental facilities.

3. TERM

3.1. Term of this MSA

The term of this MSA shall commence from the date of this MSA or the earliest Commencement Date, whichever is earlier ("Effective Date") and shall be in force until terminated by either Party as stipulated in Clause 11 herein, provided however that this MSA will continue to remain in effect with respect to any Specific Service Order already issued at the time of such termination until such Specific Service Order is terminated or expired, as the case may be. Termination of an individual Specific Service Order shall not constitute termination of this MSA or any other Specific Service Order. The MSA shall be deemed terminated if the Customer has no valid or surviving Specific Service Order for the relevant Services.

3.2. Subscription Period of the Services

The term of the relevant Services shall commence on the Commencement Date for the duration of the Subscription Period and shall be automatically renewed and extended for the Extended Subscription Period unless otherwise terminated by either Party as stipulated in Clause 11 herein provided. The Subscription Period shall not in any case be less than the duration of the Minimum Subscription Period.

4. ORDER AND PROVISIONING, INSTALLATION AND ACCEPTANCE OF THE SERVICES AND SERVICE LEVEL

4.1. Order and Provisioning

- (a) The Service Provider may initiate the process for the supply and provisioning of the relevant Services by issuing a quotation to the Customer. The Customer may accept such quotation either by signing and returning it to the Service Provider, or by issuing a Purchase Document. Upon the Service Provider's acknowledgement and acceptance of the Purchase Document, such order shall be deemed binding upon both Parties. The Parties shall subsequently execute an Agreement reflecting the terms of such order.

- (b) During the term of the MSA, the Customer may, from time to time, order additional or new Services from the Service Provider. Following such order, the Service Provider shall issue a quotation for the Customer's consideration. The Customer may accept the quotation either by signing and returning it to the Service Provider, or by issuing a Purchase Document. Upon the Service Provider's acknowledgment and acceptance of the Purchase Document, such order shall be binding upon both Parties. The Parties shall thereafter execute an Addendum to formalize the terms of such order.
- (c) When required by the Service Provider and for the purpose of installation of the relevant Services at the Site, Customer shall submit to the Service Provider at least three (3) Business Days prior to the date of appointment for installation, with a copy or original, as the case may be, of a letter of confirmation and authorization (in form and substance acceptable to the Service Provider) for the purpose of installation and the appointment of an authorized representative for the purpose of service acceptance. The Customer's authorised representative present during installation shall be required to furnish to the Service Provider with the original of his NRIC or passport for verification. Service Provider shall not be liable to Customer for any delay in the installation of the relevant Services in the event of failure by Customer to comply with the terms herein.

4.2. **Installation and Acceptance of the Services**

- (a) At the request in writing of the Customer, the Service Provider may, at its discretion, extend the relevant RFS Date for the relevant Services for not more than thirty (30) Days from the relevant RFS original date PROVIDED ALWAYS such request is made not less than seven (7) Days prior to the actual relevant RFS Date. Any cost associated with the extension of the relevant RFS Date shall be borne by the Customer.
- (b) Where applicable:
 - (i) the Service Provider shall be responsible for the installation and commissioning of the relevant Services and perform the Acceptance Tests for the relevant Services before or on the relevant RFS Date as contained in the relevant Specific Service Order;
 - (ii) the Customer shall carry out all necessary preparations and give the Service Provider's representative(s) all assistance which they may reasonably require to facilitate the installation and testing of the relevant Services;
 - (iii) upon completion of the User Acceptance Tests, the Service Provider shall issue a Certificate of Acceptance of the relevant Services, as the case may be, together with User Acceptance Tests result, to the Customer. The date stated in the Certificate of Acceptance of the relevant Service, as the case may be, shall be the Commencement Date.
- (c) In the event the Customer requests to defer the completion of Work and/or the Deliverables to a date after the originally agreed relevant RFS Date, the Customer shall be liable to pay a reservation fee at the Service Provider's then prevailing rates. The period of reservation shall be the period between the originally agreed relevant RFS Date and the date of completion of the Work and/or the Deliverables.
- (d) In the event that prior to the Commencement Date of the relevant Services, the Customer requests a change in the scope of the Work and/or the Deliverables, the Customer shall be liable to pay the charges for the said request, as the case may be. In such situation, the Customer acknowledges that the request for change may result in a change to the RFS Date.
- (e) The Service Provider shall be entitled, at its absolute discretion, to reject or suspend the Customer's application or registration or installation of the relevant Services if (a) the Customer is blacklisted in the Service Provider's system and record due to outstanding or

non-payment of subscription fee or charges for any of the Service Provider's or its Affiliates' services and subscribed by the Customer; or (b) subscription by the Customer of any of the Service Provider's or its Affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if the Customer has criminal record or attempt to defraud the Service Provider; or (d) the Service Provider is of the reasonable opinion that the Customer will use the relevant Services for any illegal activities; or (e) upon the Customer's credit or other worthiness check, the Service Provider is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under (a) above, the Service Provider may, at its absolute discretion, consider the Customer's application when all outstanding payment due to the Service Provider or its Affiliates' has been fully paid.

- (f) The Customer agrees that notwithstanding acceptance by the Service Provider of the Customer's application and/or registration of the relevant Services, the Customer hereby consent to and allows the Service Provider to attend to credit or other worthiness check on the Customer or the Site where the relevant Services will be or has been installed and if, in the reasonable opinion of the Service Provider, the Customer may not likely be able to perform its obligations under the terms herein or if the Site may likely or is used for any illegal activities, the Service Provider may cancel or suspend or terminate the Customer's subscription or installation.
- (g) The Service Provider may, from time to time, notify the Customer that it requires financial statement or further information to access the Customer's credit history and current credit standing.

4.3. **Service Level**

- (a) Where applicable, the Service Provider shall use its reasonable endeavours to provide the relevant Services in accordance with the relevant Service Level as requested by the Customer in the relevant Specific Service Order and/or the relevant Specific Service Terms.
- (b) Any Fault shall be reported to the Service Provider at the designated address/contact point. The Customer must ensure that the Fault is not caused by the Customer's Equipment malfunction before making the report and provide all the necessary information and cooperation required by the Service Provider to remedy the problem. The Service Provider, upon receiving the report, shall as soon as practicable log the report and opens a docket number. Service Provider shall ensure the Customer's personnel in charge of the problem reporting have been briefed on the reporting procedure. When the problem is resolved, the docket number is closed.
- (c) Rebate or service credit, if any, will only be applied to a Fault for which a docket number is logged subject to terms and conditions of the respective Service Level.
- (d) If the Customer exercises its right to any rebate or service credit for a breach of Service Level, the rebate or service credit shall be the Customer's sole and exclusive remedy for such breach and the Customer hereby expressly waives any and all other remedies in respect of the Service Provider's breaches that resulted in such rebate or service credit. Rebate or service credit is rebate or service credit against the monthly Service Charges fees only. In no event shall the Service Provider be required to make any payment in respect of rebate or service credit nor shall agreement to any rebate or service credit be deemed or construed as evidence of or an admission of wrongdoing by the Service Provider.
- (e) In the event of any dispute between the Service Provider and the Customer in respect of any rebates, the records at the Service Provider's service management system shall prevail.

- (f) The calculation and determination of the relevant Service Level, relevant service availability and rebate/service credit amount (if any) shall be stipulated in the relevant Specific Service Terms covering each separate Services.

5. SECURITY DEPOSIT (IF APPLICABLE)

- 5.1. Service Provider may require the Customer at the Customer's own cost and expense to provide a Security Deposit in the form of cash or an on-demand, irrevocable and unconditional bank guarantee issued by any local or foreign bank acceptable to Service Provider, in favour of the Service Provider as security and/or guarantee for the due observance and performance by the Customer of all terms and conditions of the Agreement.
- 5.2. The Security Deposit shall be deposited and/or maintained for duration as shall be specified by the Service Provider and shall not, without the prior written consent of the Service Provider first being had and obtained, be deemed to be or treated as payment of any amount due to the Service Provider. However, the Service Provider may at any time and from time to time set-off or make a demand on the Security Deposit or use other overpayment made by the Customer from time to time in the event the Customer fails to perform or fulfil its obligations under the Agreement. Within ninety (90) Days after the expiration or termination of the Agreement, the Security Deposit shall be returned to the Customer or cancelled less any such sum due and owing to the Service Provider (if any).
- 5.3. If payment or set-off is made to the Service Provider pursuant to any claim under the Security Deposit, the Customer shall deposit or issue to the Service Provider further security in the form of additional bank guarantee or sum for the amount not less than the amount so paid or set-off to or by the Service Provider on or prior to the date of such payment so that the total value of the Security Deposit shall be maintained at all times. The failure on the part of the Customer to provide or maintain the Security Deposit shall be treated as a breach of the term of the Agreement.

6. CHARGES AND PAYMENT TERMS

6.1. Pricing and Billing

- (a) The Customer shall pay the Charges and any other monies or charges as shown in the Service Provider's invoice for utilizing of the relevant Services.
- (b) The Charges shall be calculated, determined and paid in the manner as stipulated in the corresponding Specific Service Order as one-time charges, if any, and recurring charges (monthly, quarterly, half yearly or yearly).
- (c) The Charges shall be made payable by the Customer to the Service Provider on or before the Due Date of the relevant Service Provider's invoice and no part of any invoice amount shall be refunded to the Customer in the event of any suspension and/or termination of the relevant Services.
- (d) The Parties acknowledge that for the purpose of issuing an e-invoice by the Service Provider as per Malaysian Income Tax Act 1967, the Customer shall render all reasonable assistance to furnish information including but not limited to the Customer's tax identification number (TIN) and contact person's email address and contact number via TM E-Invoicing Portal, <https://einvoice.tm.com.my>. Failure by the Customer to provide the required information may result in delays or non-issuance of e-invoices, for which the Service Provider shall not be held liable. Both Parties agree to cooperate in good faith to ensure timely and accurate compliance with the e-invoicing obligations as may be updated by the Inland Revenue Board of Malaysia from time to time.

- (e) In the event that there is an under-payment made by the Customer which is agreed upon by both Parties as arising out of incorrect invoice issued by the Service Provider, the Service Provider may issue a debit note for such under-payment. For the avoidance of doubt, the Customer shall not withhold any payment due to the invoice amount being incorrect.
- (f) In the event that there is an over-payment made by the Customer which is agreed upon by both Parties as arising out of incorrect invoice issued by the Service Provider, the Service Provider may issue a credit note for such over-payment. For the avoidance of doubt, the Customer does not have the right to deduct or set off such overpaid amount without the Service Provider permission.
- (g) The Service Provider reserves the right to revise the pricing by written notice at any time in the event of changes in the foreign exchange rate as published by Bank Negara Malaysia at its website www.bnm.gov.my/exchange-rates, where payments made by Service Provider to its appointed professionals are in foreign currency.

6.2. **Billing Dispute**

- (a) If the Customer wishes in good faith to dispute an invoice, the Customer must notify the Service Provider of its dispute before the Due Date of the relevant invoice, otherwise, the Customer shall be deemed to have accepted the relevant invoice and the Charges there under shall be payable in accordance with this Clause 6.
- (b) For the purpose of Clause 6.2 (a) hereof, the notice provided by the Customer must specify:-
 - (i) the reasons why the invoice is disputed;
 - (ii) the amount in dispute; and
 - (iii) any written records supporting the Customer's dispute.
- (c) The Customer shall still be liable to make payment on the portion of the relevant invoice that is not in dispute in accordance with the terms and conditions set out under this Clause 6.
- (d) The Parties agree to use their reasonable endeavours to promptly resolve any dispute notified under Clause 6.2(a) herein within thirty (30) Days from the date of notice thereof. For this purpose, the Service Provider will promptly investigate the Customer's claim.
- (e) If the disputed invoice is determined by the Service Provider to have been a legitimate invoice, the Customer must pay the total amount due and owing within five (5) Business Days of the date of such determination by the Service Provider.

6.3. **Method of Payment**

- (a) All Charges are in the currency described in the Specific Service Order and exclude all taxes and/or other applicable governmental fees, unless otherwise indicated. The payment currency shall be in the currency described in the Specific Service Order.
- (b) For payment due to the Service Provider, Telegraphic Transfer (TT) in the currency as described in the Specific Service Order shall be made in favour of the Service Provider to the Service Provider's bank account as shall be notified in writing from time to time.
- (c) For the avoidance of doubt, any exchange rate loss and/or risk in relation to payments made other than in Ringgit Malaysia (RM) shall at all times be borne solely by the Customer.

- (d) For all non-domestic payments (issued from outside Malaysia), all intermediary bank charges shall be borne solely by the Customer.

6.4. **Payment Details**

- (a) All details of payment specified in the relevant Specific Service Order shall be deemed accurate as at the date of execution of the relevant Specific Service Order by both Parties.
- (b) Charges and all other payments payable by the Customer under the Agreement including taxes, applicable governmental levies shall be made without any deduction, set-off or counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If the Customer is required by any law or regulation to make any such deduction or withholding the Customer shall, together with the relevant payment of the Charges, pay such additional amount as will ensure that the Service Provider actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.
- (c) In addition to the Charges and where appropriate, Customer agrees that the Service Provider reserve the right to charge Customer for any additional payment due to any variation, or for the continuation of the relevant Services due to relocation, or Service malfunction arising from unauthorized modifications or repair or change configuration by Customer or any other third party not authorized by the Service Provider of any part of the relevant Services, the Customer's Equipment or the Service Provider's equipment, fault or negligence by Customer in failing to ensure that the Site is environmentally conducive for the relevant Services such as insufficient ventilation and air-conditioning, or unprotected electrical power within the Site, or due to Service upgrades including bandwidth upgrade of class of service or additional requirement of hardware, software or computer peripherals. Any additional payment including Service upgrade fees shall be charged in accordance with the prevailing rate as shall be reasonably determined by the Service Provider.

6.5. **Late Payment**

In the event that the Charges or any part thereof remains unpaid after the Due Date , then notwithstanding other remedies or rights that the Service Provider may have under the Agreement, the Service Provider shall be entitled to impose late payment charges on the overdue payment at the rate of twelve per centum (12%) per annum or at such other rate as shall be stipulated in the Specific Service Order, calculated on a yearly rest basis and based on a three hundred and sixty five (365) days and on the number of actual days elapsed beginning the next day of the Due Date or such date as stipulated in the Specific Service Order until the date of full and final settlement.

6.6. **Unclaimed Moneys**

- (a) In the event that there are moneys to the credit of the Customer under the Agreement or the Customer's account, which have been closed due to the termination of the relevant Services either by the Service Provider or the Customer, for whatsoever reason, and remained dormant for a period of not less than one (1) year, such monies shall be surrendered to the Registrar of Unclaimed Moneys in accordance with the provisions of the Unclaimed Moneys Act 1965, the Service Provider shall use all its reasonable effort to return any monies which are payable to the Customer under the user account.
- (b) The Customer acknowledges and agrees that the Service Provider may offset any outstanding payment from Customer with any refund of any unclaimed moneys that may be due to Customer. For this purpose, 'unclaimed moneys' means all sums of money which

are legally payable to the Customer and have remained unpaid for a period of not less than one (1) year after they have become payable.

6.7. **Contra Payment**

The Customer hereby acknowledges and agrees that in the event the Customer made over payment of any account to the Service Provider, the Service Provider reserves the right to use the over payment amount, including but not limited to any Security Deposit and other payments made by the Customer from time to time, to clear any account(s) registered under the Customer's name. In the event where there is no outstanding amount in any account(s), the Service Provider shall refund the overpayment made to the Customer.

6.8. **Credit Limit**

Customer agrees that the Service Provider may, at any time and from time to time, implement credit limit to Customer's usage of the relevant Services subject to prior notice to Customer either by direct communication to Customer via written notice or email or notification and updates via the Service Provider's website. If implemented, Customer further acknowledges that the Service Provider may block Customer's usage of the relevant Services once the credit usage has reached its limit. Customer further understands that credit limit as may be imposed by the Service Provider to its customers may vary with each customer.

7. CUSTOMER'S EQUIPMENT

7.1. Unless otherwise agreed, the Customer shall obtain and maintain at its costs all necessary equipment and facilities necessary to access and use the relevant Services and the Customer agrees and undertakes to: -

- (a) be responsible for the Customer's Equipment and except with due consent in writing from the Service Provider, the Customer shall not at any point of time connect the Customer's Equipment to the Service Provider's Equipment for the relevant Services. If requested by the Customer, the Service Provider shall perform the connectivity work, and the Customer shall be billed with the direct cost or any other incidental cost reasonably incurred by the Service Provider in performing such work;
- (b) be responsible to ensure that all other equipment, facilities or software used by the Customer is compatible and may properly function and operate with the relevant Services or equipment and facilities which the Service Provider may provide under the Agreement and be held responsible or liable for reduction of quality, accuracy or delay in transmission of the relevant Services once it is connected to the Customer or third party's equipment;
- (c) upgrade the Customer's Equipment at its own expense in the event that the Service Provider upgrades any of the Service Provider's equipment to maintain speed, connectivity and efficiency and also to ensure that the Service Provider shall continue to be able to meet its obligations under the Agreement;
- (d) maintain and manage the facilities and the Customer's Equipment to minimise disruption of the relevant Services and where any disruption to the relevant Services is caused by or attributable to such facilities or the Customer's Equipment, to take such measures as may be necessary to restore the relevant Services as soon as is reasonably practicable;
- (e) maintain at its own expense sufficient and suitably qualified employees and using such premises and facilities to enable the Customer to perform its obligations under the Agreement; and ensure or cause to ensure that its employees shall comply with such instructions, notices, guidelines or directions issued by the Service Provider or the relevant

authority(ies) in relation to the installation, use or operation of the Customer's Equipment from time to time;

- (f) be responsible for the operation, performance or reliability of the Customer's Equipment when it is connected to the Service Provider's Equipment and for the inter-networking of the Customer's Equipment with the relevant Services;
- (g) inform the Service Provider of any substitute of the Customer's Equipment with other equipment or any changes, adjustments or modification to the Customer's Equipment after the installation of the Customer's Equipment and its acceptance by the Service Provider and take the necessary steps to remedy or repair the Customer's Equipment if upon testing or inspection, the result indicates that there is a problem or breakdown of Services caused by the Customer's Equipment;
- (h) take all necessary and proper steps to prevent and avoid abuse, misuse or exploitation of the Customer's Equipment during the term of the Agreement. The Customer further agrees to take the necessary and proper steps as may or may not be recommended by the Service Provider to ensure security of the Customer's Equipment. including but not limited to conducting regular maintenance of security of the Customer's Equipment; and
- (i) accept responsibility for all activities that run through the Customer's Equipment whether or not within the Customer's knowledge. Notwithstanding to the contrary, in the event the Service Provider discovers or has reasonable suspicion of any irregular and/or fraudulent activity being conducted through the Customer's Equipment, the Service Provider reserves the right to refuse Service, terminate and/or suspend the relevant Services in its sole discretion without prior notice.

8. CUSTOMER'S PREMISES

- 8.1. The Customer shall ensure that the Site conforms to all the Service Provider's requirements for installation and maintenance of the relevant Services and that it has been approved by local authorities (if applicable) for such installation of the relevant Services or equipment and that the same complies with all the statutory requirements under any law or by-laws.
- 8.2. Where the Service Provider places or otherwise provides any equipment or facilities at the Site, the Customer agrees and undertakes to: -
 - (a) provide a suitable place and conditions for the Service Provider's Equipment at the Site for the provision of the relevant Services and provide relevant assistance when required by the Service Provider and facilitate the means of entry and exit by the Service Provider or its Professionals to the Customer's premises where the Service Provider's Equipment is located;
 - (b) be responsible for the security and safe use of the Service Provider's Equipment and/or facilities in good condition, fair wear and tear excepted and prevent any modification, change or relocation of the same without the Service Provider's prior written consent. In the event that any of the Service Provider's Equipment or facilities are faulty, lost or damaged due to any fault or negligence of the Customer, the Customer shall bear the cost of the Service Provider's Equipment according to its depreciated value that shall be determined by the Service Provider; and
 - (c) be responsible to ensure that all other equipment, facilities or software used by the Customer is compatible and may properly function and operate with the relevant Services or Service Provider's Equipment and facilities provided under the Agreement.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

9.1. The Service Provider

- (a) The Service Provider represents, warrants and covenants with the Customer that: -
- (i) it has full power and authority to execute the Agreement and has obtained all requisite approvals and licenses in connection with the delivery of the relevant Services under the Agreement which constitutes valid and legally binding obligations of the Service Provider;
 - (ii) where there is a problem or breakdown of Services, it shall upon receiving any report made by the Customer in accordance with terms and conditions of the Agreement, jointly conduct a series of test and inspections with the Customer to determine the cause of the problem or breakdown of Services; and
 - (iii) it shall take necessary steps to restore the relevant Services as soon as practicable if the result of the test and inspection shows that the problem or breakdown of Services is due to the Service Provider's fault.
- (b) Subject to the terms and conditions of the Agreement, the Service Provider further undertakes to be responsible for its Professionals and, the provisioning of the relevant Services in accordance with the terms of the Agreement, in a timely and efficient manner, with due diligence and efficiency and in conformity with acceptable professional standards, skill and quality of service, in a good manner with care as is reasonably expected of a company of this nature in carrying out the relevant Services.

9.2. The Customer

The Customer represents, warrants and covenants with the Service Provider that the Customer shall:-

- (a) be responsible for making all payments to the Service Provider in accordance with the provisions of the Agreement;
- (b) provide and ensure free access to the Service Provider's Professionals with the presence of the Customer's representative to all areas within the Customer's control to enable the Service Provider to perform its duties and obligations required under the Agreement;
- (c) be responsible to prepare the Site or location where the Work and/or the Deliverables are to be performed or provided, in accordance with the Service Provider's approved specifications or recommendations;
- (d) provide sufficient notice to the Service Provider's representative to verify that the Site or location is ready for commencement when it has been so prepared;
- (e) obtain and maintain, at its own expense, all relevant licences, permissions, waivers or permits required to operate and use the relevant Services and shall comply with all applicable laws, rules, regulations, standards and codes;
- (f) not to use or cause its End User(s) to use the relevant Services for any unlawful or improper purposes or to violate the rights of any other party;
- (g) continue to be responsible for and pay the Charges relating to the period of any temporary suspension, interruption or loss of the relevant Services resulting from the Customer's default and any disconnection and/or re-connection charges in this regard;

- (h) take all reasonable steps to prevent fraudulent, improper or illegal use of the relevant Services;
- (i) be fully responsible for its use of the relevant Services whether such use is for its own purposes or for the provision of the relevant Services to End User(s);
- (j) carry out an inspection to ascertain the cause of any problem or disruption of the relevant Services before reporting the said problem to the Service Provider. If the result of inspection indicates that the cause of the problem or disruption is due to the Service Provider's fault, the Customer shall promptly forward a written report to the Service Provider and carry out a joint inspection with the Service Provider to confirm the cause of the problem or disruption;
- (k) take the necessary steps as soon as practicable to remedy or repair the Customer's Equipment at its own cost if the result of the test and inspection shows that the problem or breakdown is caused by the Customer's Equipment;
- (l) provide details and accurate information in the relevant Specific Service Order;
- (m) obtain the Service Provider's prior written approval before making any changes to the relevant Services that might adversely affect the Service Provider's Equipment or facilities;
- (n) the Customer undertakes to inform the Service Provider of any change to the Customer's information required for the provision of the relevant Services within seven (7) Days of such change; and
- (o) where applicable, the Customer further undertakes to be responsible for:-
 - (i) any system owned or under the control of Customer that is directly related to the provision by the Service Provider of the relevant Services;
 - (ii) allowing the Service Provider to participate in any system changes or user sign-off test relating to the Service Provider's operation thereof with the relevant Services;
 - (iii) informing the Service Provider within a reasonable time prior to any scheduled and non-scheduled downtime of Customer's system; and
 - (iv) any changes in any of Customer's application systems used by the Service Provider in fulfilling its obligations herein and Customer shall endeavour to ensure continuity of management information provided to the Service Provider for its day-to-day operations.

9.3. So far as may be permitted by relevant laws and regulations, it is agreed that the Service Provider will have no liability and Customer will make no claim in respect of any matter arising from any use of the relevant Services which is contrary to Clause 9.2 and/or the Service Provider's specific and reasonable instructions, with such instructions to be provided in writing according to Clause 21 (Notice).

9.4. Except as may be otherwise specifically provided under the Agreement, the obligations and responsibilities of the Service Provider under the Agreement are solely to the Customer and not to any third party and/or End User(s). Customer will keep harmless and will indemnify the Service Provider, its Affiliates, officers, employees, agents and any parties or Professionals engaged by the Service Provider to carry out part or whole of the relevant Services against any liabilities or costs arising from any and all claims by any third party and/or End User(s) in connection with the use of the relevant Services.

10. COST FOR LOSSES OR DAMAGES

The Customer shall, on demand, pay to the Service Provider all costs for repairing, replacing or changing the Service Provider's Equipment or other components of the relevant Services located at the Site which was stolen or lost or damaged or destroyed by fire or other causes for reasons attributable to any negligent act or omission of the Customer, its employees, agent or servants.

11. SUSPENSION AND TERMINATION

11.1. Suspension of Services

The Service Provider may, without terminating the Agreement and without liability (solely as a result of exercising its right), suspend whole or part of relevant Services it provides to the Customer under the Agreement until further notice if:

- (a) Customer fails to pay any sums due under the Agreement provided that the Service Provider shall give fourteen (14) Days' prior written notice to the Customer to such effect; or
- (b) Customer commits a breach of any material obligation under the Agreement and in the case of a remediable breach, fails to remedy such breach after receiving thirty (30) Days' written notice to do so; or
- (c) Service Provider is obliged to immediately suspend whole or part of the relevant Services in compliance with an order, instruction or request of the government authority or other competent authority; or
- (d) Service Provider needs to safeguard the integrity and security of its network and/or maintain or enhance the performance of its network; or
- (e) Service Provider needs to repair a fault in its network or in any network equipment as a result of any unplanned outage or any other reason beyond the Service Provider's control.

11.2. Consequences of Suspension of Services

- (a) If it is necessary for the Service Provider to suspend whole or part of the relevant Services it provides under the Agreement pursuant to Clause 11.1 (d) or (e), it shall do so for as short a period as is practicable in the circumstances.
- (b) Where the Service Provider suspends the whole or part of the relevant Services under Clauses 11.1 (a) or (b) or (c), the Charges for the relevant Services will continue to accrue during the period of suspension until the Customer cures the breach and the Service Provider reactivates the provision of the relevant Services. For avoidance of doubt, the Charges for the relevant Services will only accrue for suspension due to Clause 11.1(c) where the suspension is attributable to the Customer's default. In any event where the Service Provider suspends the whole or part of the relevant Services pursuant to Clause 11.1 the Service Provider shall not be precluded to exercise its right to terminate this Agreement or the relevant Services.

11.3. Termination of Agreement or relevant Services

- (a) Termination Events

In addition to the right to terminate under Clause 14 (Force Majeure) and Clause 33 (Bribery, Corruption and Fraudulent Acts and Inducement), without prejudice to any right or remedy a Party may have against the other for breach or non-performance under this

Clause, either Party may at any time give a notice in writing to the other to terminate this Agreement immediately if any one of the following events shall occur: -

- (i) If any Party shall fail to observe or perform any of its obligations herein and shall fail to remedy such breach (if capable of being remedied) within thirty (30) Days after written notice thereof to the defaulting Party by the non-defaulting Party specifying the nature of the breach; or
- (ii) if any Party shall become insolvent or is wound up or shall go into liquidation whether compulsorily or voluntarily except for the purpose of a bona fide amalgamation or reconstruction with the consent of the other Party; or
- (iii) if any Party shall have a receiver appointed over any of its assets or undertaking; or
- (iv) if any distress execution, sequestration or other process shall be issued against any property of the defaulting Party and is not settled within thirty (30) Days thereof; or
- (v) if any Party shall cease or threaten to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation with the consent of the other Party; or
- (vi) if any Party shall infringe or violate any law or regulation pertaining to the use of the relevant Services and that Party shall fail to remedy the infringement or violation within the time frame stipulated by the relevant authority, or
- (vii) if any Party is served with a winding up petition, in which case the other Party shall by notice in writing terminate the Agreement effective from the date of receipt of such written notice of termination to the other Party.

(b) Termination for Convenience

The Service Provider has the right at any time, without cause and/or without assigning any reason whatsoever and at its absolute discretion, to terminate the Agreement or any of the relevant Services by giving not less than thirty (30) Days' prior written notice to the Customer. The notice of termination shall specify the date upon which such termination becomes effective.

11.4. **Termination Before and During Service Periods**

(a) Termination Before Commencement of relevant Services

In the event the Customer cancels or terminates the relevant Services after Customer's application has been accepted by the Service Provider, the Customer shall be liable to pay the Service Provider the actual cost incurred for the preparation, installation and/or provisioning of the relevant Services.

(b) Termination During Minimum Subscription Period

During the Minimum Subscription Period, the Customer shall not terminate the Agreement or the relevant Services prematurely. In the event the Customer terminates the Agreement or the relevant Services during the Minimum Subscription Period, the Customer shall be liable to pay the remainder of the Charges for the unexpired period remained in the Minimum Subscription Period to the Service Provider within thirty (30) Days from the date of termination. The Customer acknowledges and agrees that such payments to be made are agreed and reasonable liquidated damages and not a penalty for premature

termination. The Customer shall further be liable for all relevant Services rendered to it by the Service Provider up to and including the date of termination.

(c) Termination During Subscription Period or Extended Subscription Period

Subject first to the expiry of the Minimum Subscription Period, either Party may terminate the Agreement or the relevant Services during the remaining part of the Subscription Period or the Extended Subscription Period by giving a ninety (90) Days' notice in writing to the other Party and the Customer shall not be liable to pay liquidated damages to the Service Provider for such termination save and except for the relevant Services rendered to it by the Service Provider up to and including the date of termination.

(d) Termination Due to Material Adverse Change

At any time during the Subscription Period or Extended Subscription Period, the Service Provider may terminate the Agreement or the relevant Services by giving notice in writing if there is any change, effect, event, occurrence, fact, condition or development that individually or in aggregate would reasonably cause a material adverse change to the Service Provider's business or operation in providing the relevant Services to the Customer. The material adverse change shall include without limitation inability to obtain or maintain any license, easement or permissions require for the purpose of providing or maintaining the relevant Services or changes in or introduction of laws or regulations applicable to the relevant Services that prohibits, substantially impairs or makes impractical the provision of any Services under the Agreement. Termination under this Clause shall not entitle the Customer to claim for any payment, damages or compensation.

11.5. **Consequences of Expiration or Termination of Agreement or Services**

Upon the expiration or termination of this Agreement or the relevant Services, in accordance with the provisions of this Agreement:-

- (a) the Service Provider shall immediately cease providing relevant Services;
- (b) all outstanding amounts owed by the Customer to the Service Provider shall become immediately due and payable;
- (c) the Customer shall promptly and at its own cost and expense disconnect and remove any Customer's Equipment and any cable owned by the Customer from the Service Provider's Site;
- (d) the Service Provider shall have the right to enter the Site, during reasonable hours, in order to disconnect and remove any the Service Provider's Equipment and cable;
- (e) the Service Provider shall have the right to impose a reasonable fee for de-installation of the Service Provider's Equipment at the Site, in the event the termination is a result of any breach on part of the Customer;
- (f) it shall not affect any rights that have accrued to the Parties hereto either prior to the expiration or termination of this Agreement or the relevant Services; and
- (g) within thirty (30) Days after such expiration or termination, each Party shall return all Confidential Information of the other Party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record-keeping requirement.

12. DISCLAIMER/LIMITATION OF LIABILITY

- 12.1. The Service Provider does not warrant that the relevant Services (a) will not be interrupted or error-free, or (b) will prevent unauthorised access by third parties. The Service Provider does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on anyone making such statements.
- 12.2. Save for gross negligence or wilful default or where liability may not otherwise be limited or excluded under any applicable law, the Service Provider shall not be liable to the Customer, or any third party for any loss or damage, whether direct or indirect, special or consequential or loss of business, loss of data, goodwill, revenue or profits of any nature whatsoever suffered by the Customer or any person authorized by the Customer or any injury caused to or suffered by a person or property arising from or occasioned by:-
- (a) any malfunction, degradation or defect in the relevant Services; or
 - (b) the connection of the Customer's Equipment to the relevant Services; or
 - (c) any claim for libel, slander, infringement of copyright and other rights arising from the transmission and/or receipt of any material in connection with the relevant Services and any claim arising out of any act or omission of the Customer or such third party in relation to the relevant Services; or
 - (d) any loss (whether of profit or otherwise) or damage caused to the Customer or such third party as a result of the suspension or termination of this Agreement or the relevant Services or the suspension, interruption or loss of the relevant Services howsoever caused.
- 12.3. The Service Provider shall not be liable for any damage or disaster caused by high capacity, voltage flow or current that may be brought to the Site for the provisions of the relevant Services. Notwithstanding the foregoing, the Service Provider shall take all reasonable steps to prevent damage or disaster from this source.
- 12.4. The Service Provider shall not be liable for any Cyber Security Incident arising from:
- (a) the acts or omissions of third parties; or
 - (b) the Customer's failure to comply with the security requirements and protocols that the Customer is obligated to follow, as set forth in this Agreement or as required by Malaysian laws; or
 - (c) inaction by the Service Provider due to extraordinary situation which could not have been foreseen according to the normal delivery of the contract.
- 12.5. The Service Provider's liability to the Customer arising under the Agreement shall be limited to direct, proven damages and shall not exceed the recurring Charges paid by the Customer to the Service Provider for the relevant Services to which the damages relate during the twelve (12) months period immediately preceding the date of breach.
- 12.6. Save for death or personal injury or damage to property, movable or immovable, caused by wilful misconduct and/or gross negligence, in no event shall the Service Provider be liable to the Customer for any and all indirect, consequential, incidental, special or punitive losses, damage, liabilities, claims, actions, proceedings, costs, charges or expenses (including legal/attorney fees), business interruption, loss of business, loss of anticipated savings, loss of revenue, loss of profits, loss of contracts, loss of data or loss of goodwill of whatever nature arising out of or in connection with the Agreement notwithstanding that any such losses may not have been foreseeable or within

the reasonable contemplation of the Customer or the Service Provider and even if Customer has been advised of their possible existence.

13. INDEMNITY

- 13.1. Each Party shall defend, indemnify and hold harmless the other Party and its respective officers, directors, employees, agents, Professionals and permitted assigns from and against all claims, proceedings, actions, judgments, costs, damages and all related expenses in connection with: personal or bodily injury, illness or death of any person caused by the Party's negligent acts or omissions; damage to or the loss of use of tangible, personal or real property, to the extent that such injury or damage arises from the negligence of or breach of the Agreement by the indemnifying Party, any of its personnel or sub-contractor; claims for infringement, misuse, exploitation or misappropriation of any third-party Intellectual Property rights or breach of confidentiality caused by the indemnifying Party, any of its personnel or sub-contractor; imposition or claims by Government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the Party's failure to comply with its regulatory obligations or on account of default of its tax obligations; or claims on account of any fraud, wilful misconduct, gross negligence, misrepresentation, breach of statutory duty.
- 13.2. In the event of any claim for indemnity by a third party, the indemnified Party agrees to: (a) notify the indemnifying Party promptly upon becoming aware (and in any event within thirty (30) Days) of such claim; (b) make no admissions or statements without the indemnifying Party's consent (not to be unreasonably withheld or delayed); (c) reserve for the indemnifying Party the right if it chooses to take exclusive control of the litigation and to conduct/settle litigation and negotiations as the indemnifying Party sees fit (subject to keeping the indemnified Party reasonably informed) and provided that the indemnifying Party's actions in this regard do not result in any expenses for the indemnified Party which it has not previously authorised; (d) give the indemnifying Party, at the indemnifying Party's cost, such assistance as may be reasonably required; (e) preserve and not waive legal professional or any other privilege attaching to any of the records, documents, or other information in relation to such claim without the prior consent of the indemnifying Party; and (f) not enter into any binding agreement or arrangement to settle such claim without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld or delayed.
- 13.3. In addition to Clause 13.1 hereof, the Customer agrees to indemnify and hold harmless the Service Provider, its Affiliates and any of its officers, directors, employees, agents, Professionals and representatives from and against any loss, damage, expense or cost arising out of or in connection with any breach or violation by the Customer of applicable law or governmental regulation; any claims of whatever nature by third parties with respect to the Service provided to the Customer or the Customer's access or use of the Service; and any administrative or other costs associated with or arising from the Customer's failure to obtain or maintain the necessary approvals, consents, governmental authorizations, licenses and permits required of the Customer in order to access or use the relevant Services.

14. FORCE MAJEURE

- 14.1. Other than with respect to payment obligations, each Party shall be excused from fulfilling its obligations under the Agreement if and to the extent that such fulfilment at the relevant Sites ("Affected Sites") is hindered or impeded by any event of Force Majeure which term refers to any cause which is not reasonably within the control of the Service Provider or the Customer, including, but not limited to any cause arising from Act of God, insurrection or civil disorder or commotion, war, act of terrorism, strike or military operations, national or local emergency, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, acts or omissions of Government or other competent authority, imposition of government, sanction, embargo or similar action, government requirement, civil or military authority, act or omission of carriers or suppliers (other than the Parties themselves) natural disaster including fire, lightning, flood, earthquake, inclement weather, power failure, cable cut, explosion, industrial action, criminal damage or

destruction to equipment of the Service Provider or disruption to any network service of the Service Provider caused by any software virus, worms, the inability of any equipment belonging to the Service Provider to operate optimally due to any unauthorized action such as spamming, sabotage acts, hacking attacks, omissions of persons or bodies or animal attacks for which the Service Provider has no control or any other cause whether similar or dissimilar outside the Service Provider's control.

- 14.2. In the event of Force Majeure situation which hinders the Customer or the Service Provider in the discharge of its respective obligations for the relevant Services provided in the Affected Sites under the Agreement, the Party claiming to be affected thereby shall promptly notify the other Party giving full particulars thereof and shall use its best endeavours to remedy the situation and the Parties shall consult each other with respect to the appropriate measures to be taken.
- 14.3. The performance of any obligation or obligations suspended while Force Majeure is operative shall be resumed as soon as such Force Majeure event at the Affected Sites ceases. Any loss or damage or delays in, or failure of performance by either Party hereto shall not constitute default hereunder or give rise to any claims for damages or loss of anticipated profits, if and to the extent that such loss, damage, delay or failure is caused by Force Majeure.
- 14.4. If the event of Force Majeure event at the Affected Sites persists for a period of more than sixty (60) Days, then either Party may give to the other Party a notice of termination of this Agreement subject always to the provision of Clause 11.5 above. In this event, termination shall take effect seven (7) Days after the receipt of such notice of termination.

15. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and no suit or other proceeding relating to the Agreement shall be brought or filed in any court other than a court of competent jurisdiction in Malaysia, which shall have exclusive jurisdiction to hear and determine all suits or proceedings arising out of this Agreement.

16. DISPUTE RESOLUTION

In the event that there arises any dispute between the Parties with regard to the construction of the provisions of this Agreement, the rights and liabilities of the Parties or any matters in connection with this Agreement, the Parties shall first attempt to resolve the same through good faith negotiation. If the dispute between the Parties is not resolved within sixty (60) days from the date the Parties first commence negotiations pursuant to this Clause 16, any and all such disputes shall be referred to and finally resolved by court of competent jurisdiction in Malaysia.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Each Party shall retain all rights, title and interest in any Intellectual Property and all materials, facilities, equipment, and other assets provided by such Party pursuant to the Agreement. No Party will have any rights to any Intellectual Property or materials, facilities, equipment, or other assets provided by the other Party hereunder except as specifically provided in the Agreement.
- 17.2. In the event of any third party claims for infringement of such third party's Intellectual Property rights, each Party shall defend and hold the other Party harmless from and against any such claim/action and shall pay all costs, damages, liabilities and all related expenses, that a court may finally award or as may be agreed in an out-of-court settlement.
- 17.3. The Customer acknowledges that the Service Provider's obligations to perform any Services will be impacted when the Customer's infringing materials, facilities, equipment, and other assets provided by the Customer are subject to an injunction or court order, precluding their use, or infringes any third party's Intellectual Property rights. Consequently, the Service Provider will use

commercially reasonable efforts to continue performing the relevant Services using non-infringing materials, facilities, equipment, and other assets to the extent the Customer makes such items available subject however that the Service Provider will not be liable or held responsible, in any manner whatsoever, for any damages caused by the affected items during the affected period.

18. AMENDMENT, MODIFICATION, CHANGES OR VARIATION

This Agreement may be amended, modified, changed or varied at any time during its term or validity period, provided that such changes are made in writing and agreed upon by both Parties.

19. SEVERABILITY

If one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted. Each Party shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision, which is determined to be invalid, illegal or unenforceable, to the extent permitted by law. If any provision shall be void, illegal or unenforceable but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable.

20. NON-WAIVER/WAIVER OF IMMUNITY

20.1. Failure by either Party to exercise any of its rights, powers, privileges or remedies under the Agreement or any single or partial exercise of a right, power, privilege or remedy, shall not act as a waiver of such rights, powers, privileges or remedies and such rights, powers, privileges or remedies may be exercised with or without having to wait for the occurrence or re-occurrence of a similar or any other event giving rise to such rights, powers, privileges or remedies. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision of the Agreement (all of which are several and cumulative and are not exclusive of each other) or of any other rights or remedies otherwise available to a party at law or in equity. Any waiver by any Party hereto of a breach or default of any provisions in the Agreement shall be in writing.

20.2. The Parties acknowledge that the Agreement is commercial in nature, and each Party hereto expressly and irrevocably waives any claim or right which it may have to immunity (whether sovereign immunity, act of state or otherwise) for itself, or with respect to any of its assets, in connection with an arbitration, arbitral award or other proceeding to enforce the Agreement, including, without limitation, immunity from service of process, immunity of any of its assets from pre- or post-judgment attachment or execution, and immunity from the jurisdiction of any court or arbitral tribunal.

21. NOTICES

21.1. Every notice or demand or other communication required or permitted to be given or made hereunder shall be in writing and may be: -

- (a) delivered personally to the Parties at the respective addresses set out in the Agreement;
or
- (b) by registered post to the Parties at the respective addresses set out in the Agreement; or
- (c) by electronic mail ("email").

21.2. Every notice or demand or other communication shall be deemed to have been received, subject as otherwise provided in this Agreement:

- (a) when delivered personally;
- (b) in the case of registered post, when acknowledged by the receiving Party; and
- (c) in the case of email, at the time the email is sent to the recipient Party's designated email address and successfully delivered at the receiving Party's inbox regardless whether or not the email is read by the receiving Party.

22. ASSIGNMENT, TRANSFER OR NOVATION

- 22.1. The Customer shall not assign, transfer or novate to any other person (save and except with the prior written agreement of the Service Provider), all or any part of its rights, title, interests or obligations under this Agreement and any purported assignment, transfer or novation in any form whatsoever shall be deemed to be null and void.
- 22.2. The Service Provider may assign, transfer or novate the whole or any part of this Agreement or any of its rights, benefits or interest or liabilities hereunder to its Affiliates or any body or corporate which is within the Service Provider's group of companies and consent for the aforementioned is hereby given by the Customer. If so required, the Customer shall execute any document required for the assignment, transfer or novation within seven (7) days from the date of presentation thereof by the Service Provider.

23. CONFIDENTIALITY, PERSONAL INFORMATION AND PRIVACY POLICY

- 23.1. Except with the prior written consent of the other Party and unless as otherwise expressly permitted in accordance with the terms of this Agreement and specifically, in pursuant to this Clause 23:
 - (a) neither Party hereto shall at any time disclose, divulge or communicate by any means to any third party, any Confidential Information belonging to the relevant party hereto as may have been disclosed pursuant to or in connection with the Agreement;
 - (b) each Party shall allow access to the Confidential Information to its own employees, servants, agents or sub-contractors only to the extent that they need to know the same in order to perform their duties for that Party.
- 23.2. By submitting the Specific Service Order and/or subscribing to the relevant Services, Customer consents and authorises the Service Provider for the purpose of obtaining and verifying any information about Customer which the Service Provider may require in connection with Customer's application or subscription of, any of the Service Provider's services and/or review of the existing account with the Service Provider from the Customer or any third party, especially credit bureau, banks or credit reporting agencies. Customer understands and agrees that the purposes of such processing would include:-
 - (a) assessing Customer's application and/or continued provisioning of the relevant Services provided herein (whichever is applicable);
 - (b) responding to Customer's enquiries;
 - (c) general operation and maintenance of the relevant Services or goods provided herein;
 - (d) matching any data held by the Service Provider or its group of companies relating to Customer from time to time;
 - (e) provide Customer with regular communications (other than direct marketing materials) from the Service Provider relating to the relevant Services or goods provided herein; and
 - (f) investigation of complaints, suspected suspicious transactions and research for the relevant Services or goods improvement.

- 23.3. Customer agrees that in the course of processing Customer's application or during Customer's subscription of the relevant Services, the Service Provider may disclose Customer's information including personal information to the following parties for the purposes stated above:-
- (a) the Service Provider or agents who are involved in providing the relevant Services or goods provided herein;
 - (b) third parties (including those overseas) who provide data processing services;
 - (c) any credit reference agencies or, in the event of default, any debt collection agencies;
 - (d) any person, who is under a duty of confidentiality to keep such data confidential, which the Service Provider has engaged to fulfil its obligations to Customer; and
 - (e) any actual or proposed assignee, transferee, participant or sub-participant of the Service Provider's rights or business.
- 23.4. The Service Provider may also disclose Customer's information including personal information if required to do so by law or in good faith, where such action is necessary to (i) comply with any law enforcement agency requirement, court orders or legal process or; (ii) protect and defend the rights or property of the Service Provider, its group of companies, respective officers, directors, employees, agents and permitted assigns.
- 23.5. If Customer would like to make any inquiries or complaints or request access or correction of Customer's information including personal information, Customer may contact the respective Account Manager and/or Service Provider's representative. Any request of access of correction of personal data may be subject to a fee and also to any applicable privacy or data protection laws.
- 23.6. Where the Customer elects to limit the Service Provider's right to process personal information, Customer may contact the Service Provider in writing. For avoidance of doubt, the limitation does not include processing of mandatory personal data.
- 23.7. The Service Provider may review and update its privacy policy from time to time to reflect changes in the law and changes in the Service Provider's business practices, procedures and structure. While it is not generally feasible to notify Customer of changes to the Service Provider's privacy policy, the latest version of the privacy policy is available on the Service Provider's website.
- 23.8. In addition to the obligations of confidentiality, each Party agrees and undertakes to the other during the duration of this Agreement that it shall comply with the provisions of the Personal Data Protection Act 2010 ("Act") and its regulations, by-laws, codes of practice and/or any regulatory requirements pertaining to the Act that may be issued from time to time by the relevant governmental or regulatory authority in Malaysia in connection with any obligation under this Agreement which requires that Party to process personal data. For clarification, any reference of processing of personal data shall be as defined under Section 4 of the Act and in accordance with the requirements of Part II of the Act in relation to the personal data protection principles. In the event of a breach of the applicable laws for protection of personal data by either Party, the breaching Party shall indemnify and keep indemnified the non-breaching Party against all the losses and damages suffered as a result of such breach.

24. PUBLIC ANNOUNCEMENT

The Parties shall discuss and agree before any public announcement is made in regard to their discussions and plans relating to this Agreement, and the existence of any agreement between or involving them. No public announcement shall be issued by either Party with regard to the matters addressed herein without the approval of the other Party. Each Party shall use its best efforts to

provide immediate feedback and approval/request for change for any of public announcement, which is proposed for issuance. Notwithstanding the above, Customer agrees that the Service Provider reserves the right to disclose, advertise or otherwise publicise in good faith, the Customer's subscription to the relevant Services from the Service Provider in general.

25. BINDING EFFECT

The Agreement shall be binding and enure to the benefits of the permitted assigns and the successors-in-title of the Customer and the assigns and successors-in-title of the Service Provider. It is further provided that the Agreement shall not be discharged or in any way affected by any change in the composition or identity of the Parties hereto by amalgamation, reconstruction or otherwise.

26. TIME IS OF THE ESSENCE

Time for the performance of the obligations under the Agreement, wherever stated, shall be of the essence.

27. LEGAL COSTS AND STAMP DUTY

- 27.1. Each Party shall be responsible for its own legal costs incurred in relation to the preparation of the Agreement.
- 27.2. The Customer shall bear all stamp duty, Taxes and/or any cost imposed by law from time to time in respect of the Agreement.
- 27.3. The Customer shall also bear all legal cost and expenses incurred by the Service Provider in recovering any money, charges, costs or expenses due and outstanding by the Customer under this Agreement or in bringing any action or proceeding to recover the same.
- 27.4. If the Charges, fees, costs, expense, loss or damages or any other monies which are judicially adjudicated as due hereunder by the Customer to the Service Provider shall be required to be recovered through any process of law, or if such monies or any part thereof shall be placed in the hands of or deposited with solicitors for collection, the Customer shall pay (in addition to such monies) to the Service Provider's solicitors, all legal fees (on a solicitor and client basis) together with any other costs and expense incurred in respect of or in connection with such collection.

28. RULES AND REGULATIONS

The Agreement is made expressly subject to all present and future valid orders, approvals, directives and regulations of any regulatory body having jurisdiction over the subject matter hereof and to the laws of Malaysia. In the event that the Agreement, or any of its provisions, shall be found contrary to or in conflict with any such order, rule, regulation, directive or law, the Agreement or such provision(s) shall be deemed modified to the extent necessary to comply with any such order, rule, regulation, directive or law and shall be modified in such a way as is consistent with the form, intent or purpose of the Agreement.

29. COMPLIANCE WITH COMMUNICATIONS AND MULTIMEDIA ACT 1998

- 29.1. The Parties herein agree to negotiate, as soon as practicable and in good faith such amendments, variations, changes or modifications to the Agreement as may be necessary or appropriate to ensure compliance of the Agreement with the requirements of the Communications and Multimedia Act 1998 ("the CMA") or any other laws, by-laws, regulations, rules or others of a similar nature or any of the Service Provider's license conditions in any of the following events:
 - (a) the CMA and/or any other rules, regulations, by-laws, acts or ordinances, are amended;

- (b) the introduction of any new laws in connection with the provision of any of the relevant Services;
 - (c) any directions, determinations or declarations are issued pursuant to the CMA;
 - (d) any condition of the Service Provider's license which grants the Service Provider the right to provide any of the relevant services is amended, modified, changed, deleted or a new condition or requirement is imposed.
- 29.2. Any amendments, variations, changes or modifications to the Agreement made pursuant to the negotiations under Clause 29.1 above shall be done in accordance with Clause 18.
- 29.3. If the Parties are unable to agree to such amendments, variations, changes or modifications to this Agreement as may be necessary or appropriate to ensure compliance of this Agreement with the requirements of the CMA or any other laws, by-laws, regulations, rules or others of a similar nature or any Service Provider's license condition that affect both Parties, then the Service Provider may provide a notice to the other Party stating its intention to terminate the same pursuant to Clause 11.4(d).

30. TAXES

All Charges under the Agreement are exclusive of any taxes, levies, duties or similar governmental charges including but not limited to the service tax required to be paid by law and the Charges and Taxes shall be payable to the Service Provider by the Customer in full. In the event where Taxes are required to be paid by law, the Service Provider is obliged to charge and the Customer shall pay such Taxes in addition to the Charges in full.

31. AUTHORISED REPRESENTATIVES AND RELATIONSHIP

- 31.1. Any action required or permitted to be taken and any documents required or permitted to be executed under this Agreement, shall be taken or permitted to be executed by the authorised representative of the Parties.
- 31.2. The position of the Service Provider under this Agreement shall be that of an independent contractor. The Customer and the Service Provider shall not at any time be construed to have a relationship of principal and agent, master and servant or a joint venture.

32. SURVIVAL

No termination shall relieve a Party of any accrued payment or other obligations accrued at the time of termination. The following provisions of this MSA shall survive the termination or expiry of this MSA: Clause 6 (Charges and Payment Terms), Clause 11 (Suspension and Termination), Clause 12 (Disclaimer/Limitation of Liability), Clause 13 (Indemnity), Clause 17 (Intellectual Property Rights), Clause 23 (Confidentiality, Personal Information and Privacy Policy), Clause 27 (Legal Costs and Stamp Duty) and Clause 30 (Taxes). In addition to the above, any and all rights and obligations which by their nature and context are intended to survive such expiration or termination shall so survive.

33. BRIBERY, CORRUPTION AND FRAUDULENT ACTS AND INDUCEMENT

- 33.1. Each Party hereby represents, warrants and undertakes that it shall comply, and shall procure that its directors and employees shall comply with the following:
- (a) comply with all applicable laws in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts in the course of

performing and/or carrying out its obligations under and/or in connection with the Agreement;

- (b) put in place and implement its own anti-bribery and anti-corruption policies and procedures including adequate measures, controls and accurate records of transactions so as to ensure compliance with such applicable laws; and
- (c) comply with each Party's anti-corruption policy and procedures and/or any other relevant anti-corruption policy and procedures as may be amended from time to time (provided notice is given of such amendment) in the course of performing and/or carrying out its obligations under and/or in connection with the Agreement.

33.2. Notwithstanding any provision of this Agreement, either Party shall have the right to terminate the Agreement with immediate effect by written notice to the other Party if:

- (a) any representation or warranty or undertaking in Clause 33.1 above by the other Party is found and/or is known to be untrue or misleading;
- (b) the other Party, its directors or employees breach of any of the terms set out in this clause; and/or
- (c) the other Party, its directors or employees are found guilty of bribery, corruption and/or fraudulent acts prohibited under the applicable laws in Malaysia and, if applicable, any other jurisdiction in the course of performing and/or carrying out its obligations under and/or in connection with the Agreement

and, the defaulting Party shall be liable for losses, damages, costs and expenses incurred by the other Party as a result of such breach under this clause and/or termination of the Agreement ("Losses"). The defaulting Party shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages and shall not exceed the recurring charges paid by the Customer to the Service Provider for the relevant Services to which the damages relate during the twelve (12) months period immediately preceding the date of breach.

34. COVENANT ON ANTI-COMPETE

34.1 The Parties shall cooperate in order to ensure that their respective performance under the Agreement does not bring about any anti-competitive prohibition within the meaning as provided under the Competition Act 2010 or the Communications and Multimedia Act 1998 or any rules or regulations made in pursuant thereto, as the case may be.

34.2 If any provision of the Agreement is deemed unenforceable due to any anti-competitive restriction pursuant to the operation of the Competition Act 2010 or the Communications and Multimedia Act 1998 or any rules or regulations made in pursuant thereto, the Parties shall in good faith consult with each other to agree an alternative provision which achieves a result as similar as possible to the result which would have been achieved by the provision deemed unenforceable.

35. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations (whether verbal or written and whether expressed or implied) between the Parties hereto.

***** END OF CLAUSES *****