

## SERVICE SCHEDULE A: ENTERPRISE DATA SERVICES

THIS SERVICE SCHEDULE AND THE TERMS HEREIN APPLIES TO THE SERVICES LISTED BELOW IF CUSTOMER HAS SUBSCRIBED FOR ONE OF THE TYPES OF THE SERVICES, AND THE SPECIFIC PROVISIONS HEREIN APPLIES TO THE SPECIFIC SERVICE TYPE THAT IS SUBSCRIBED, IN ADDITION TO AND IN PREFERENCE OF OUR GENERAL TERMS.

### PART A – THE SERVICE

#### 1. SERVICE

1.1 **Types.** Our Enterprise Data Services comprises the following types that would be subscribed by Customer as specified in the applicable Service Order:

- (a) Private Leased Line (“**PLL**”);
- (b) International Private Leased Circuit (“**IPLC**”);
- (c) International Ethernet Private Line (“**IEPL**”); and
- (d) ALLO Carrier Circuit (“**ACC**”);

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

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

Service Type	Service Description
(a) PLL	This is a private, dedicated symmetric connection or circuit connecting 2 or more customer's sites within Malaysia to the ALLO Network. The network configuration may be point-to-point, point-to-multipoint, or multipoint-to-multipoint and is a single path/single homed service configuration. The bandwidth options are from 2Mbps up to 100Gbps.
(b) IPLC	This is a private, dedicated point-to-point private connection or circuit to interconnect customer's sites around the world to the ALLO Network and is a single path/single homed service configuration. IPLC is used for sending and receiving a combination of voice, data and video communications to each end-point of the IPLC being the customer's geographically dispersed offices at a guaranteed bandwidth basis as selected by the customer. IPLC requires at least one of the customer's site to be in Malaysia, and suitable and technically compatible customer equipment to be installed at each end-point.

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(c) IEPL	This is a private, dedicated, secure and high-capacity point-to-point, using Ethernet over SDH/SONET, connection or circuit to interconnect customer's sites around the world to the ALLO Network and is a single path/single homed service configuration. IEPL is a scalable and flexible service. IEPL Service requires at least one of the customer's sites to be in Malaysia. IEPL allows customer to send any combination of voice, data and video communications on the dedicate line.
(d) ACC	This is a private, dedicated connection or circuit connecting 2 or more customer's sites within Malaysia to the ALLO Network using DWDM technology. The bandwidth options are from 100Gbps onwards.

### 1.3 Service Summary

Each of the Service types comprises a Standard Service Component and a Service Level Arrangement as detailed below. Deviation of the Standard Service Component (as referred below) is permissible with the written consent of ALLO, and is subject to additional charges that ALLO will notify you of, and for which you will pay ALLO.

Service Type	What ALLO will provide the Customer for each Service type (" <b>Standard Service Components</b> ")	Service Level Arrangement (" <b>SLA</b> ")
(a) PLL	<p>(1) Provisioning of an Access Line from the nearest node of the ALLO Network to each of the Customer's Service Locations, not being more than 300 meters, together with the installation of Service Equipment at each of the Customer's Service Locations.</p> <p>(2) The Access Line will be a single fibre single homed configuration.</p> <p>(3) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	<p>If PLL is a single path/single fibre, SLA is 99.7%</p> <p>If PLL is a dual path/dual fibre, SLA is 99.9%</p>
(b) IPLC	<p>(1) Installation and provisioning of an Access Line from the nearest node of the ALLO Network to the Customer's Service Location in Malaysia, not being more than 300 meters.</p> <p>(2) Provisioning of an Access Line from the nearest</p>	Not provided. If Customer requires an SLA then a separate agreement is to be entered with

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	<p>ALLO POP in the city and country where the other Customer Service Location is located, not being more than 300 meters.</p> <p>(3) The Access Line will be a single fibre single homed configuration.</p> <p>(4) Service Equipment installed at each of the Customer's Service Locations.</p> <p>(5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	Customer.
(c) IEPL	<p>(1) Provisioning of an Access Line from the nearest node of the ALLO Network to the Customer's Service Location in Malaysia, not being more than 300 meters.</p> <p>(2) Provisioning of an Access Line from the nearest ALLO POP in the city and country where the other Customer Service Location is located, not being more than 300 meters.</p> <p>(3) The Access Line will be a single fibre single homed configuration.</p> <p>(4) Service Equipment installed at each of the Customer's Service Locations and provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p> <p>(5) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	Not provided. If Customer requires an SLA then a separate agreement is to be entered with Customer.
(d) ACC	<p>(1) Provisioning of an Access Line from the nearest node of the ALLO Network to each of the Customer's Service Locations via DWDM, together with the installation of Service</p>	If ACC is a single path/single fibre, SLA is 99.7%

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	<p>Equipment at each of the Customer's Service Locations.</p> <p>(2)The Access Line will be either single path single homed configuration or dual path dual home configuration.</p> <p>(3)Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p>	<p>If ACC is a dual path/dual fibre, SLA is 99.9%</p>
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**1.4 Service Resiliency Options**

If Customer selects one of the following resiliency options in the applicable Service Order then against each type of resiliency option selected the following conditions shall apply and ALLO will provide you with the selected resiliency option in accordance with this Service Schedule. If none are selected the Standard Service Components will apply

Resiliency Option	Applicable Conditions to modify the Standard Service Components
1. Single Path + Single Home	<p>(1)ALLO will provide single fibre Access Lines from a Service Location to ALLO's Network along with single paths.</p> <p>(1)The one fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the ALLO's Network.</p>
2. Dual Path + Single Homed	<p>(2)ALLO will provide two fibre Access Lines from a Service Location to ALLO's Network along two different paths.</p> <p>(3)The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the ALLO's Network.</p>
3. Dual Path + Dual Homed	<p>(1) ALLO will provide two fibre Access Lines from a Service Location to ALLO's Network along two different paths.</p> <p>(2) The two fibre Access Lines will be connected to a two Service Equipment at the Service Location and at the ALLO's Network.</p>
4. Dual Path + Dual Service Provider	<p>(1)ALLO will provide one fibre Access Line from a Service Location to ALLO's Network along a single path.</p> <p>(2)ALLO will procure as your agent a second fibre Access Line from a third party service provider to connect from the same Service Location that the ALLO Access Line is at.</p>

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	<p>(3)The ALLO Access Line will be connected to a Service Equipment at the Service Location and to the ALLO's Network.</p> <p>(4)The OLNO Access Line will be connected to the third party service provider's equipment at the same Service Location (as in (3) above) and to the third party service provider's network.</p>
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**1.5 Service Limitation**

**1.5.1** The bandwidth subscribe for the Service is subject to Internet Protocol (IP) overhead loss of bandwidth within the standard ratio of not more than 6% against the Customer's subscribed bandwidth. Such a loss of bandwidth is to be treated as within normal parameters and is an acceptable industry norm.

**1.5.2** ALLO will not recognise nor be bound by any speed test results on Customer's subscribed bandwidth unless such results are obtained through ALLO's approved speed test system.

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

**1.6 Service Subscription.** You may subscribe for any of the above Service types as is evidenced by the applicable plan, Service Order and/or the Order Detail form; and accordingly the terms herein shall be applicable as may be appropriate.

**1.7 Value-Added Services.** You may subscribe for certain value added services as specified by ALLO periodically, and such value added services would be subject to the specific terms and conditions as set out in this Service Schedule or in the applicable value added services specific terms. You may subscribe for the value added service at the same time or after you have subscribed for the Service, but you must satisfy the necessary and applicable prerequisites as set out in this Service Schedule or in the applicable value added services specific terms.

**1.8 Managed Services.** The Customer may subscribe for a Managed Service at any time, and if the Managed Service is subscribed is to commence on a date after the SCD of the Qualifying Service, the Managed Service will commence on the date notified by ALLO, and notwithstanding anything to the contrary in this Service Schedule or the General Terms, the Initial Service Term of the Qualifying Service will be automatically extended so that the expiry date of the Managed Service and the Qualifying Service are the same.

## **2. SERVICE PROVISION**

### **2.1 General**

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

### **2.2 Service Cancellation by Customer**

221 Notwithstanding Clause 3.1 of the General Terms, Customer may cancel a Service Order for the Service identified in this Service Schedule in the case of:

- (a) for PLL Service, ninety (90) days after the CRD has lapsed;
- (b) for IEPL or IPLC, one-hundred and eighty (180) days after the CRD has lapsed;

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

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

### **2.3 Service Cancellation by ALLO**

2.3.1 ALLO shall complete the installation works by the CRD unless ALLO experiences delays due to causes beyond its control, Force Majeure Event, or acts or omissions of third party suppliers. If ALLO is of the opinion that the CRD may not be achieved ALLO may notify the Customer of the revised CRD.

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

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

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

### **3. SERVICE LOCATIONS**

#### **3.1 Customer's Obligations at Service Locations**

- 3.1.1 The Customer will at its own expense and prior to the CRD and in advance of any installation work by ALLO:
- (a) ensure that all information, items or consents as may be either requested by ALLO or required in order for ALLO to supply and install the Standard Service Components or provision the Services are completed, made available or obtained at the Customer's own cost in sufficient ALLO to enable the CRD or any revised CRD to be achieved.
  - (b) obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the installation and use of any Standard Service Components over the Customer's network or at the Service Locations until the Service Order is terminated;
  - (c) prepare and maintain the Service Locations for the installation of Standard Service Components and supply of the Service;
  - (d) provide adequate space at the Service Locations to install the Standard Service Components, and you will make sure that the space for the Service Equipment is within reach of any other Service Equipment;
  - (e) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the Service Equipment and the Service at such points and with such connections as ALLO specifies;
  - (f) UNLESS OTHERWISE AGREED, in order to mitigate any Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
  - (g) provide a suitable and safe working and operational environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
  - (h) notify ALLO of any health and safety rules and regulations and security

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- requirements that apply at the Service Location;
- (i) provide any electricity points required by ALLO;
- (j) provide any openings in buildings required to connect such Service Equipment to the Access Lines;
- (k) provide internal cabling between the Service Equipment and any Customer Equipment, as appropriate;
- (l) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow ALLO to undertake any necessary installation or maintenance of the Service and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance of the Service; and
- (m) ensure that any floor loading limits will not be exceeded.
- (n) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance of the Service;
- (o) Customer grants ALLO or shall procure or assist in the procurement of rights for ALLO to install, place and affix the Standard Service Components at the designated areas in the Service Locations until the expiry of the Term.

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

### 3.1.3 Right of Entry ("RoE").

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

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



### **3.3 Vacating Premises.**

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

#### **3.3.2 Substituting Service Location**

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

## **4. ALLO & CUSTOMER’S EQUIPMENT**

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

### **4.2 Customer Equipment.**

#### **4.2.1 Customer’s Responsibility.**

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

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- (c) The Customer shall ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is (i) connected using the applicable ALLO Network termination point, unless you have ALLO's permission to connect by another means, and used in accordance with any instructions, standards, safety and security procedures applicable to the use of that Customer Equipment; (ii) adequately protected against viruses and other breaches of security; (iii) technically compatible with the Service and will not harm or damage Service Equipment, the ALLO Network, any OLNO's network or any of ALLO's suppliers' or subcontractors' networks or equipment; (iv) configured to align with the Service; and (v) approved and used in accordance with relevant instructions and Applicable Law;
- (d) The Customer is responsible for the cable connecting the Service Equipment to the Customer Equipment, unless otherwise agreed by ALLO.

**4.2.2 Type Approved:** The Customer shall ensure that any Customer Equipment attached or connected (directly or indirectly) to the Service Equipment by the Customer is technically compatible with the Service and type approved for that purpose under any Applicable Law. ALLO does not make any commitment with respect to the interoperability between the Service Equipment and Customer Equipment.

**4.2.3 Disconnecting Customer Equipment:** If Customer Equipment connected to a Service Equipment is neither type approved nor agreed by ALLO, ALLO may require the Customer to remove the same. If the Customer does not do so within fourteen (14) days, then ALLO may disconnect the Customer Equipment and suspend the Service until the Customer Equipment is typed approved or ALLO's agreement (which agreement is not unreasonably delayed or conditioned) is provided.

### **4.3 ALLO's Equipment**

**4.3.1 Prior approval required:** Service Equipment may be connected to the Customer Equipment if Customer either approves in writing (which approval is not unreasonably delayed, conditioned or refused), or if Customer does not object (in which case Customer is deemed to have approved the same). If ALLO request for Customer's approval and Customer does not reject within three (3) days, the Customer shall be deemed to have approved the connection of the Service Equipment to the Customer Equipment.

**4.3.2 Replacement of Service Equipment:** If any Service Equipment is found to be faulty, is damaged, malfunctions or is at 'end of useful life', ALLO shall remove and replace such Service Equipment or part thereof at ALLO's own cost, UNLESS if it is due to a breach of Paragraph 4.3.3 or due to Paragraph 4.3.4.

**4.3.3 Protection of Service Equipment:** The Customer is

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- (a) to take all reasonable care to protect and safeguard the Service Equipment as if the same were their property, whilst the Service Equipment is at the Service Location;
- (b) The Customer will not move, add to, modify or in any way interfere with the Service Equipment, nor permit any other person (other than a person authorised by ALLO) to do so;
- (c) not to remove or re-locate the Service Equipment or any part thereof, (other than pursuant to ALLO's written consent), ALLO may recover the cost or expense incurred by ALLO as a result of any lost or wasted time locating the Service Equipment and/or any failed visits;
- (d) not to dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to ALLO's written consent), the Customer shall indemnify ALLO against all claims, losses, costs, expenses and liabilities (including any fines levied upon time) incurred by ALLO as a consequence thereof and Customer shall further pay ALLO the Termination Charges;
- (e) not to do anything to the Service Equipment other than pursuant to a written instruction from ALLO nor perform any jointing or splicing, or connect any other cable or equipment as an electrical connection;
- (f) not to remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

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

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

## **5. RENEWAL OF INITIAL SERVICE TERM.**

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

## **6. SPECIAL CONDITIONS FOR SPECIFIC SERVICE TYPES**

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

### **6.1 IPLC and/or IEPL Service type**

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

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expense, then prior to providing such report to the Customer, ALLO will submit a quotation and if Customer agrees then the provision of the reports will be subject to the payment of additional charges as set out in the quotation, by the Customer. ALLO may add these additional costs to the periodic invoices ALLO issues to the Customer.

## PART B – SERVICE DELIVERY AND MANAGEMENT

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### 7. OUR OBLIGATIONS

#### 7.1 Service Delivery/Provisioning

7.1.1 Before and/or by the CRD or any revised CRD, ALLO will:

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

7.1.2 Service Locations Technical Surveys

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

completed by the revised CRD will be provided.

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

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

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

## 8. CUSTOMER'S OBLIGATIONS

- 8.1 **Service Delivery:** Before the CRD and, where applicable, throughout the provision of the Service, the Customer will:
- (a) provide all reasonable assistance to ALLO in securing the ROW Consents referred

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to in Paragraph  
7.1.1 above;

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

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

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

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

- (a) Procure and maintain any licence, permit or authorisation (“**Permit**”) that you may require to use the Service, but you agree to continue to pay the Charges even if you do not obtain such Permit.
- (b) comply with the incident reporting procedure that ALLO provides you in respect of each type of Service;
- (c) immediately disconnect any Customer Equipment or advise ALLO to do so at your expense, if Paragraph 4.2.3 applies;
- (d) connect equipment to the Service only by using the specified network termination equipment (“**NTE**”) at the Service Location(s);
- (e) take all reasonable steps to prevent unauthorised access to the Service; and
- (f) adhere to applicable requirements specified in Applicable Laws.

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

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



**9. SERVICE MANAGEMENT BOUNDARY**

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

## **PART C – SERVICE LEVELS**

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### **10 SLAs FOR NETWORK AVAILABILITY**

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

### **11. SERVICE GUARANTEE FOR NETWORK AVAILABILITY**

#### **11.1 General**

11.1.1 Unless this Paragraph 11 applies, the Customer may experience interruptions or faults to the Service, and Customer shall report such interruptions and faults to the Service Desk.

11.1.2 The terms set out in this Paragraph 11 is only applicable to the Eligible Service that is subscribed by the Customer, and it is expressly acknowledged by the Customer, that this Paragraph 11 does not apply to any of the Service unless the Service subscribed by Customer is the Eligible Service.

11.1.3 It is a guarantee issued by ALLO that ALLO's Network available uptime ("**Available Time**") will meet the level of network availability as specified in Paragraph 11.2.1, at the percentage as selected by you in the Service Order, ESA or EMSA (as the case may be) for the Eligible Service. The SLA will always be expressed as a percentage, and ALLO will provide you with service credits as specified in Paragraphs 11.3 and 11.4 below for failure to meet the SLA.

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

- (a) The Unavailable time will be measured by ALLO starting from when Customer reports an Incident and ending when ALLO closes the Qualifying Incident.
- (b) **Incident Opening:** Customer must report all Qualifying Incidents to the Service Desk, where a trouble ticket with a reference number or identifier will be registered and opened, and ALLO will advise such information to Customer.
- (c) **Incident Closure:** ALLO will inform Customer when it believes the Qualifying Incident is cleared, and subject to sub-paragraph (d) below, will close the trouble ticket when either Customer confirms that the Incident is cleared within 24 hours after being informed by ALLO or ALLO has closed the trouble ticket after unsuccessful attempts to contact Customer, by reasonable means, in relation to

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the Incident and Customer has not responded within 24 hours following ALLO's attempt.

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

11.1.5 **Attendance to Incidents Reported.** ALLO will restore the Service reported by the Customer if the Incident is a Qualifying Incident only, as quickly as possible.

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

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

**11.2 Scope of SLA**

11.2.1 Only Eligible Services are eligible for the SLA and the service credit regime below. The SLA is as specified for the Eligible Service identified below, and is only applicable if it is so specified in the Service Order.

the Eligible Service	Service Level Agreement (“SLA”) with connectivity configuration of	
	Single Fibre Single Home Configuration	Dual Fibre Dual Home Configuration
PLL	99.7%	99.9%
ACC	99.7%	99.9%

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

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

Service type	Service Level Guarantee requirement
(b) IPLC	No SLA provided unless specified in a separate agreement if Parties agree.
(c) IEPL	No SLA provided unless specified in a separate agreement if Parties agree.

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

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

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

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

Where:

“**ASLA**” is the actual service level attained in a month

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

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

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

**11.4 Service Credits**

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

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

11.4.3 Service credit shall be calculated as follows:

Service availability per month; A (%)	Total minutes of “Unavailable Time” in a month; t0
A ≥ 99.7	t0 ≤ 131
98.5 ≤ A < 99.7	131 < t0 ≤ 657
97.3 ≤ A < 98.5	657 < t0 ≤ 1183
96.1 ≤ A < 97.3	1183 < t0 ≤ 1709
95.0 ≤ A < 96.1	1709 < t0 ≤ 2191
A < 95.0	t0 > 2191

11.4.4 If there is any dispute between the calculation of network availability per month and total

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minutes of Unavailable Time; the total minutes of Unavailable Time is deemed accurate.

- 11.4.5 The Parties agree that service credits are a genuine pre-estimated of the damages that may be suffered by Customer and that the payment of any service credit by ALLO is the exclusive remedy for failure of ALLO to meet the SLA subscribed and is in full and final settlement of any claim which you may have for losses caused by the failure to meet the SLA subscribed.
- 11.4.6 Service Credits for the SLA subscribed for the Eligible Service during either the Initial Service Term or any Renewed Term, will in aggregate be up to a maximum amount equal to one hundred per cent (100%) of the MRC for the Service.
- 11.5 **Eligibility to Claim Service Credit:** Customer's service credit entitlement is subject to following conditions:-
- (a) Should you experience any disruption to your service due to network unavailability, you must immediately report the Incident to the Service Desk, with a copy to your designated client manager.
  - (b) You may request applicable Service Credits within twenty-eight (28) days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with Paragraph 11.5(b) of this Service Schedule will constitute a waiver of any claim for Service Credits for that calendar month.
  - (c) Any claim for service credit must be made in writing to ALLO, addressed to your designated client manager, together with a copy of the Service Order that evidences the application of the Service Level Guarantee is attached.
  - (d) Upon verification of your claim, ALLO shall issue a "Service Incident Report" ("SIR") to you as evidence of service credit payable. All service credit entitlement and claims are subject to ALLO's approval. In the event of a dispute with regards to your eligibility to make a claim or as to the quantum of the claim payable to you, ALLO's decision on the matter or issue is final.
  - (e) Upon receipt of a valid request for Service Credits in accordance with Paragraph 11.5(b), ALLO will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the SIR being issued; and following expiry or termination of the Agreement where no further invoices are due to be issued by ALLO, ALLO will pay you the Service Credits within a reasonable time or ALLO may set off the amount of service credit against any other outstanding charges owing to ALLO by you for any other service subscribed by you.
- 11.6 **Exclusions:** The excluded events are any one or more of the following:
- (a) Additional time taken by the Customer to perform confirmation testing after the Eligible Service is restored;

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

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

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Postal address	24 hours support details
ALLO Technology Sdn.Bhd Cyberview Garden Villas, Persiaran Multimedia, Cyber 7, 63000 Cyberjaya, Selangor Darul Ehsan	Tel: 1-300-38-8000 +603-86868873 E-mail: noc@allo.my

## PART D – CHARGES

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### 12. CHARGES

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

- 12.1 **MRC on Renewal.** Clause 6.9 of the General Terms shall be applicable to Service types listed in this Service Schedule only.
- 12.2 **Deposits:** Unless waived by ALLO, Customer shall pay ALLO a deposit, which shall be equal to three times the MRC or as may be specified in the Service Order. The deposit is as security for the due and punctual performance of the Customer's obligations under this Agreement. If the Adjusted Recurring Charge for the Renewed Service Term, is greater than the MRC, Customer shall top-up the deposit paid previously. If ALLO sets off any costs and Charges due from the Customer against the deposit, and the Agreement is not terminated, Customer shall pay a further deposit of such amount as may be specified by ALLO and in default of such specified amount, an amount equal to six times the MRC. The deposit paid shall be refunded upon the termination and/or cancellation of the Service, after deducting any unpaid invoices or outstanding Charges due from the Customer.
- 12.3 **Cancellation Costs:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Costs, such Cancellation Costs shall comprise the following:
- (a) any Charges waived by ALLO;
  - (b) the cost incurred to carry out the installation and provisioning of the Access Lines to the Service Locations;
  - (c) any charges imposed by third party service providers (in respect of T-SAT or PLL services only) or OLNOs (in respect of IPLC, IEPL or IPVPN services only); and
  - (d) all incidental costs and expenses incurred by ALLO in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to ALLO's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred).
- 12.4 **Termination Charges:** Wherever stated in this Service Schedule that the Customer is to pay Termination Charges, as compensation to ALLO, such Termination Charges shall be equal to the aggregate of the following:
- (a) any Charges waived by ALLO where the premature termination occurs during the Initial Service Term only;
  - (b) any charges imposed by third party service providers (in respect of T-SAT or PLL services) or OLNOs (in respect of IPLC or IEPL services) including charges for the remainder of the unexpired term that those third party service providers or OLNOs may impose (as the case may be);



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- (c) any charges imposed by third party providers if the Resiliency Option 4 as set out in Paragraph 1.4 is selected by Customer;
- (d) all de-installation charges and incidental charges incurred by ALLO in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to ALLO's warehouses (including any freight, custom and excise duties that may be imposed and/or incurred);
- (e) any other charge reasonably incurred by ALLO as a result of the early termination; and
- (f) for any parts of the Service that were terminated during the Initial Service Term a sum equal to fifty per cent (50%) of the MRC for the remaining months of the Initial Service Term.

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

### 13. EFFECT OF TERMINATION

13.1 If Customer terminates this Agreement pursuant to Clause 8.2 General Terms or if ALLO terminates this Agreement pursuant to Clause 8.3 or 8.4 General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay ALLO the Balance Charges and the Termination Charges.

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