

## **SERVICE SCHEDULE : ENTERPRISE INTERNET 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 OUR GENERAL TERMS.

### **PART A – THE SERVICE**

#### **1. THE SERVICE**

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

Service Name	Detailed Service Description
DIA	It is a premium high speed internet access service with a dedicated link connecting Customer's premises to the Internet via ALLO's internet service node or gateway, for a continuous internet connection and with a static IP address, and is ideal for executing business applications, such as providing access to the Internet through a Local Area Network (LAN) by the Customer's employees. The bandwidth available starts from 2Mbps up to 10Gbps, unless otherwise described or amended in the Service Order.
IP Transit	An internet access service, designed for Internet Service Providers (ISPs), carriers and large corporations, and provides an efficient access to the Internet through extensive local and international Internet peering, but excludes any form of paid peering. The service allows traffic from another network to cross or "transit" the provider's network, to the rest of the Internet. The Internet Transit (IPT) service has two primary functions: (a) to announce Internet routes to the customer, and (b) to announce the customer routes to the rest of the Internet. Bandwidth options are from 2Mbps up to 10Gbps. This may be a metered service where the charge is based on a unit rate of RMx/Mbps/month specified in the Service Order.

1.2 Service Summary: Each of the Service types comprises a Standard Service Component and a Service Level Arrangement as detailed below, unless otherwise specified in the Service Order. 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 shall pay ALLO.

Service Name	Items provided by ALLO to the Customer for each Service type ("Standard Service Components")	Service Level Agreement (SLA)
DIA	(1) Provisioning of an Access Line from the nearest node of the ALLO Network to each of the Customer's	If ID is a single fibre single homed configuration, SLA is 99.7% network availability

	<p>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) (2) The Access Line will be a single fibre single homed configuration.</p> <p>(3) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths.</p> <p>(4) Standard performance reports are available upon request.</p>	<p>If ID is a dual fibre dual homed configuration, SLA is 99.9% network availability</p>
IP Transit	<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) The Access Line will be a single fibre single homed configuration.</p> <p>(3) Service Equipment installed at each of the Customer's Service Locations.</p> <p>(4) Provide appropriate cabling to connect the Service Equipment at the standard cables lengths</p>	<p>SLA is 99.7% network availability</p>

1.3 Service Resiliency Options: If Customer selects one of the following resiliency options in the applicable Service Order, then the following conditions for the selected resiliency option shall apply and ALLO will provide you with the selected resiliency option in accordance with this Service Schedule. If none of the resiliency option are selected, the Standard Service Components shall apply.

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

	(2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the ALLO's Network.
3. Dual Path + Single Homed	(1) ALLO will provide two fibre Access Lines from a Service Location to ALLO's Network along two different paths. (2) The two fibre Access Lines will be connected to a single Service Equipment at the Service Location and at the ALLO's Network.
4. Dual Path + Dual Homed	(1) ALLO will provide two fibre Access Lines from a Service Location to ALLO's Network along two different paths.  (2) The two fibre Access Lines will be connected to a two Service Equipment at the Service Location and at the ALLO's Network. Resiliency Option Applicable Conditions to modify the Standard Service Components
5. Dual Path + Dual Service Provider	(1) ALLO will provide one fibre Access Line from a Service Location to ALLO's Network along a single path.  (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.  (3) The ALLO Access Line will be connected to a Service Equipment at the Service Location and to the ALLO's Network.  (4) The OLNO Access Line will be connected to the third party service provider's equipment at the same Service Location (as in (3) above) and to the third party service provider's network.

#### 1.4 Service Limitation

1.4.1 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. ALLO shall 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 at <https://demo-website.citybroadband.my/support/speed-test/>.

1.4.2 Service Interruption/Fault: Unless Service Level Guarantee (SLG) applies as per agree during subscription, 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.

1.5 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.

1.6 Value-Added Services. value added services may be subscribed by the Customer if the Customer has subscribed for the Qualifying Service if applicable.

1.7 Managed Services. The Customer may subscribe for a Managed Service from ALLO, and if the Managed Service subscribed is to commence on a date after the SCD of the Qualifying Service, the Managed Service shall 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 shall 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 wishes to 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**

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

(a) DIA, the applicable value added service (as specified in Paragraph 1.6 herein) , one hundred (100) days after the CRD has lapsed;

(b) IP Transit, one hundred and eighty (180) days after the CRD has lapsed;

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

2.2.2 If the Customer cancels a Service Order other than as permitted by the terms in this Service Schedule, the Customer shall pay the Termination Charges and Cancellation Charges which ALLO shall 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 Charges 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.

2.3.3 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, and the Customer shall pay the Cancellation Charges to ALLO;
- (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 Charges 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 shall 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 for 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 shall 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 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 ALLO to allow ALLO E to undertake any necessary installation or maintenance of the Service and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance of the Service;
- (m) ensure that any floor loading limits shall 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; and
- (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 shall 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 time for ALLO to install or maintain the Standard Service Components or Services including set up, deliver and manage the Service, recover or remove any Service Equipment and perform its obligations under this Service Schedule.

(b) Customer to obtain 3rd Party RoE. Customer shall promptly obtain the necessary third party permissions from the landlord, building manager or joint management board (as applicable to a Service Location) for 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 shall notify ALLO at least six (6) months prior to vacating the Service Location, in order for ALLO to 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. The cost of the survey shall 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 shall 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 ("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.

(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 shall 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, damaged or malfunction, 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 shall:

- (a) take all reasonable care to protect and safeguard the Service Equipment as if the same were their property, whilst the Service Equipment is at the Service Location;
- (b) not 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 remove or re-locate the Service Equipment or any part thereof, (other than pursuant to ALLO's written consent), otherwise ALLO may recover the cost or expense incurred by ALLO as a result of any loss of the Service Equipment;

(d) not dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to ALLO's written consent) and the Customer shall indemnify ALLO against all claims, losses, costs, expenses and liabilities (including any fines levied upon ALLO) incurred by ALLO as a consequence thereof and Customer shall further pay ALLO the Termination Charges;

(e) not 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; and

(f) not remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

**4.3.4 Damage to Service Equipment.** The Customer shall be liable to ALLO for any loss 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) 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 and the terms in this Service Schedule.

## **6. IP TRANSIT SERVICE TYPE**

6.2.1 This Service is only applicable if the Customer has been assigned an AS number by (Asia Pacific Network Information Centre) APNIC, and which the Customer provides ALLO with a valid confirmation of such AS number assignment.

6.2.2 This Service is only to be used for the Customer's own use and for the Customer's End-Users only, and for the purposes of this Paragraph the "Customer's End-Users" are either those persons who are either employed by the Customer or who are students of the Customer.

6.2.3 The provision of this Service type is on the express condition that the Customer cannot and does not resell, lease, sub-let or grant any rights to a third party whereby such third party can connect its network or access the Service in order to be able to use the Service (whether such a grant is via a commercial or non-commercial arrangement with the Customer) or by whatever means (including deeming that such third party is an end user of the Customer).

6.2.4 If Customer terminates the IPT 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 and the Termination Charges.

6.2.5 If termination by Customer is pursuant to Clause 8.1 of the General Terms then Customer does not have to pay the Balance Charges or any Termination Charges.

6.2.6 If Customer requires any performance reports from ALLO, Customer shall request for the type of information from ALLO and ALLO shall 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 expense, then prior to providing such report to the Customer, ALLO shall submit a quotation and if Customer agrees then the provision of the reports shall 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.

6.3 Value-Added Services ("VAS"). The terms in this Service Schedule as applicable to the Qualifying Service shall apply to the specific VAS as subscribed, except as modified by the terms in this Paragraph 6.3, which are the applicable special conditions for the specified value added services that is subscribed by Customer:

6.3.1 If you wish to subscribe for the value added service other than the Standard Service Components, you shall notify ALLO in writing and ALLO may provide a quotation to you. If you agree to the quotation, then a separate written agreement shall be entered between the Parties prior to the installation and provisioning of the value added service.

6.3.2 If you subscribe for the value added service after you have subscribed for the Qualifying Service, notwithstanding anything to the contrary in this Service Schedule, the value added service shall commence on its SCD. However in the event the Initial Service Term of the Qualifying Service is extended, the date when the Qualifying Service expires shall be the same as when the value added service expires.

## **PART B – SERVICE DELIVERY AND MANAGEMENT**

### **7. OUR OBLIGATIONS**

#### 7.1 Service Delivery/Provisioning

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

- (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 shall not be liable if, as a result of any such compliance, ALLO is in breach of any of its obligations under this Agreement; and
- (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 by ALLO 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 shall pay for the engineering work to be completed.
- (d) Within fourteen (14) days of ALLO providing the quote, Customer may either accept or reject the quote, and if Customer:
  - (i) rejects the quote, ALLO shall cancel the applicable Service Order for the provision of Service and ALLO shall have no obligation to provide the Service nor shall the Customer be liable for any Cancellation or Termination Charges;
  - (ii) accepts the quote, then ALLO shall 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 shall:

- (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 shall issue the SAT Form to the Customer; which SAT form shall, inter alia, state the SCD; and
- (d) if the Customer does not return or sign the SAT Form (at the designated place) within three (3) days of the SAT Form being issued, the Customer shall be deemed to have accepted the results of the SAT and concurred with the information stated in the SAT Form including the SCD.

### 7.3 During Operation: On and from the SCD, ALLO:

- (a) shall 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) shall work with the relevant supplier or OLNO (as the case may be) to restore Service as soon as practicable during Local Contracted Business Hours if 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 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 due 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 shall 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 intends 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 and/or by the CRD or any revised CRD, the Customer shall:

- (a) provide all reasonable assistance to ALLO in securing the ROW Consents referred to in Paragraph 7.1.1 above;
- (b) execute all things required and specified in Paragraph 3.1.1 above;
- (c) provide ALLO with any information reasonably required without due 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; and
- (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 shall:

- (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 shall:

- (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; and
- (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 shall 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 shall 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 shall 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**

### **10. SERVICE LEVEL AGREEMENT 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.

## **PART D – CHARGES**

### **11. 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.

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

11.2 Cancellation Charges: Wherever stated in this Service Schedule that the Customer is to pay Cancellation Charges, such Cancellation Charges 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 order to provide the Service (if any); 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).

11.3 Termination Charges: Wherever in this Service Schedule it is stated that the Customer is to pay Termination Charges, as compensation to ALLO, the Termination Charges is equal to the aggregate of the following:

- (a) any Charges waived by ALLO;
- (b) any charges imposed by third party service providers in order to provide the Service (if any);
- (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;
- (f) any compensation payable to third party service providers by ALLO arising out of, in connection with or related to this Agreement; and
- (g) as compensation for early termination of the Managed Service during either the Initial Service Term or Renewed Service Term, a sum equal to fifty per cent (50%) of the MRC for the remaining months of either the Initial Service Term or Renewed Service Term (as the case may be), which is a genuine pre-estimate of damages.

11.4 Invoice Disputes. In addition to Clause 6.7 of the General Terms, if the Parties are unable to resolve the dispute as to an invoice, then:

- (a) Customer agrees that a disputed invoice pending resolution shall not be a valid ground to withhold payment of future invoices issued by 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 the court of competent jurisdiction.

## **PART E - MISCELLANEOUS**

### **12. EFFECT OF TERMINATION**

12.1 If Customer terminates this Agreement pursuant to Clause 8.1 of the General Terms or if ALLO terminates this Agreement pursuant to Clause 8.2 or 8.3 of the General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay ALLO the Balance Charges and the Termination Charges.

12.2 If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.4 of the 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.