

DATED THIS _____ DAY OF _____ 2026

BETWEEN

[SERVICE PROVIDER NAME]

(COMPANY NO.:)

AND

ALLO TECHNOLOGY SDN. BHD.

[COMPANY NO.: 199901026101 (501001-A)]

SERVICE AGREEMENT

(VMWARE INFRASTRUCTURE SUBSCRIPTION LICENSE, MAINTENANCE AND SUPPORT SERVICES)

THIS SERVICE AGREEMENT ("Agreement") is made on this _____ day of _____ 2026

BETWEEN:

- A. **[SERVICE PROVIDER NAME]**, a company incorporated in **Malaysia (Company No.)** with its registered address at **[] ("Service Provider")**;
and
- B. **Allo Technology Sdn. Bhd. (Company No. 199901026101 (501001-A))**, a company incorporated in Malaysia and having its registered office at Pejabat Setiausaha Syarikat, Tingkat 16, Tower A, TNB Platinum, No. 3, Jalan Bukit Pantai, Bangsar, 59100 Kuala Lumpur, Malaysia, including its successors in title and assigns ("**Service User**"),

individually, the "Party" and collectively, referred to as the "Parties".

RECITALS

- A. The Service Provider is a company engaged in the business of supplying software subscription licenses and providing related technical support and maintenance services, and is **[]** of VMware infrastructure software.
- B. The Service User is a holder of a Network Facility Provider ("NFP"), Network Vendor ("NSP") and Application Vendor ("ASP") licenses issued by the Malaysian Communication and Multimedia Commission ("MCMC") and is engaged in the business of providing fiber optic transmission network and its related services pursuant to the Communications and Multimedia Act 1998 ("the Act").
- C. The Service Provider has been appointed by the Service User, pursuant to the Service User's request for quotation, to supply, deliver and provide the VMware Infrastructure Subscription Licenses, together with the related professional services, support and maintenance services, more particularly described in Schedule 2 ("Services").
- D. This Agreement establishes the service relationship between the Service Provider and the Service User and outlines the parameters of all Services to be provided by the Service Provider as mutually agreed by the Parties herein.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the capitalised terms are defined as set out in the table below:

Agreement	means this Service Agreement, as amended from time to time in accordance with its terms;
Appointed Representative	means the individual(s) appointed and designated by the Service Provider and the Service User respectively as their appointed representative to coordinate and oversee their respective activities under this Agreement as set out in Schedule 1;
Business Day	means a day on which banks are open for business in Malaysia (excluding Saturdays, Sundays and public holidays);
Commencement Date	the date set out in item 1 of Schedule 1;
Contract Period or Term	has the meaning given in Clause 3;
Force Majeure	means any circumstances beyond the reasonable control of either Party to this Agreement and which are unforeseen or if foreseen are unavoidable and which render impossible the due performance of the terms of this Agreement by either of the Parties (excluding payment obligations, which shall remain due and enforceable notwithstanding a Force Majeure event), including but without limitation to an act of God, acts of government, civil commotion, epidemic, flooding, insurgency, national emergency, pandemic, terrorism, riots, and war;
Gratification	shall have the same meaning as in the MACCA;
Licenses	means the VMware software subscription licenses to be supplied by the Service Provider to the Service User as more particularly described in Schedule 2;
MACCA	means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation and guidelines;
PDPA	shall have the meaning prescribed to it under Clause 19.3;
Relative	shall have the same meaning as in the MACCA;
Relevant Authorities	includes: (a) any court in the jurisdiction of Malaysia; (b) any government in any jurisdiction, whether federal, state, provincial, territorial or local; (c) any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested; (d) any non-government regulatory authority; and (e) any provider of public utility services, whether or not government owned or controlled; and "Relevant Authority" means any of the foregoing;

Services	has the meaning ascribed to it in Recital C, and comprises the License Subscriptions and the Support Services, as more particularly described in Schedule 2;
Service Level Agreement or SLA	means the agreed performance standards, service parameters, and response and resolution time commitments applicable to the Support Services, as more particularly set out in Schedule 3 of this Agreement, which the Service Provider shall observe and maintain throughout the Term;
Support Services	means the professional services, support and maintenance services described in Schedule 2;
SST	means Sales and Service Tax;
SST Legislation	means Service Tax Act 2018 and/or Sales Tax Act 2018 including its rules, regulations or guidelines issued by the relevant authorities in charge of such taxes.

- 1.2 Other capitalised terms are defined in the context in which they appear.
- 1.3 Clauses, Schedules and paragraph headings will not affect the interpretation of this Agreement.
- 1.4 The Schedules form part of this Agreement and shall be read together as part of the body of this Agreement.
- 1.5 References to Clauses and Schedules are to the clauses and schedules of this Agreement. References to a clause include its sub-clauses.
- 1.6 Unless the context otherwise requires, words in the singular will include the plural and, in the plural, will include the singular.
- 1.7 A reference to writing or written includes fax and e-mail.
- 1.8 Any words following the terms "including", "include", "in particular" or any similar expression must be construed as illustrative and must not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words "month" or "monthly" as well as all references to a number of months mean calendar months.

2. APPOINTMENT

The Service User hereby appoints the Service Provider, and the Service Provider agrees to provide the Services to the Service User, subject to the terms and conditions of this Agreement.

3. DURATION AND EXTENSION

- 3.1 This Agreement shall commence on the Commencement Date **1** and shall remain valid for a period of one (1) year (inclusive of the Commencement Date) ("Initial Term"), unless terminated earlier pursuant to Clause 12.1 or Clause 12.2 of this Agreement.
- 3.2 Upon expiry of the Initial Term, the Service User may, at its sole discretion, extend this Agreement for a further period of one (1) year ("Renewal Term") on the same terms and conditions, subject to written confirmation by the Parties.
- 3.3 The Renewal Term shall commence immediately after the expiry of the Initial Term, and the same terms and conditions of this Agreement shall apply mutatis mutandis, subject to any amendments mutually agreed by the Parties in writing.

4. SCOPE OF SERVICES

- 4.1 The Service Provider shall supply the Licenses and provide, perform and complete the Support Services described in Schedule 2.
- 4.2 The Services may be varied or reviewed from time to time as may be mutually agreed in writing between the Parties.

5. SERVICE LEVEL AGREEMENT

- 5.1 The Service Provider shall deliver and complete the Support Services in accordance with the Service Level Agreement stipulated in Schedule 3, within the timelines and parameters specified therein.
- 5.2 In the event that the Service Provider fails or is unable to meet or comply with any of the requirements or performance standards set out in the Service Level Agreement, the Service Provider shall promptly notify the Service User in writing, stating the reasons for such non-compliance and the proposed corrective measures to restore compliance within the shortest practicable time.
- 5.3 Failure by the Service Provider to comply with any of the performance standards or response and resolution times specified in the Service Level Agreement entitles the Service User, at its sole discretion, to terminate this Agreement and/or seek compensation from the Service Provider, without prejudice to the Service User's other rights and remedies under this Agreement or at law.

6. SERVICE PROVIDER'S RESPONSIBILITIES

- 6.1 The Service Provider shall exercise all reasonable skill, care and diligence in performing the Services in accordance with the terms and conditions of this Agreement.
- 6.2 The Service Provider shall provide suitably qualified, competent and experienced personnel in accordance with standard industry requirements and capable of carrying out the roles, duties and responsibilities of the Service Provider, including a shared Technical Account Manager as described in Schedule 2.

- 6.3 The Service Provider shall:
- (a) source and deploy the necessary resources to provide the Services in a proper and timely manner;
 - (b) coordinate, schedule and monitor resources and activities related to the Services, including the escalation of cases to the relevant technology software principal where required;
 - (c) establish and maintain working relationships with the Service User's Appointed Representative;
 - (d) promptly notify the Service User of any critical security patches, vulnerabilities or Common Vulnerabilities and Exposures ("CVE") advisories affecting the Licenses, together with guidance on remediation; and
 - (e) within a reasonable time (unless specified as service targets under Schedule 3) attend and respond to all reports, faults and complaints in relation to the Services received from the Service User.
- 6.4 The Service Provider shall provide the Services in compliance with all laws, regulations, rules, guidelines and regulatory requirements applicable to the Service User and shall maintain its relevant records and documents relating to the provision of the Services for the time period stipulated by applicable law.
- 6.5 In performing its obligations under this Agreement, the Service Provider shall be entitled to rely upon any instructions, authorisations, approvals or other information provided to the Service Provider by the Service User or its Appointed Representative. Unless the Service Provider knew or in the course of its provision of the Services should have known of any error, incorrectness or inaccuracy in such instructions, authorisations, approvals or other information, the Service Provider shall incur no liability or responsibility of any kind in relying on or complying with any such instructions, authorisations, approvals or other information received from the Service User, provided always that the Service User is made known of the error, incorrectness or inaccuracy by the Service Provider.
- 6.6 The Service Provider shall not be penalised or held responsible for any delays or deficiencies in Services rendered as a result of the Service User's failure to comply with its responsibilities under this Agreement.
- 6.7 The Service Provider shall, subject to reasonable prior written notice issued by the Service User, provide access in a timely manner to the Service User and its agents, subcontractors and employees to the Service Provider's premises, office accommodation, data and other facilities as may reasonably be required by the Service User for the provision of the Services.

7. SERVICE USER'S RESPONSIBILITIES

- 7.1 The Service User shall cooperate with the Service Provider in good faith in the relevant and required matters relating to the Services, including discharging its responsibilities under this Clause.

- 7.2 The Service User shall, subject to reasonable prior written notice issued by the Service Provider, provide access in a timely manner to the Service Provider and its agents, subcontractors and employees to the Service User's premises, office accommodation, data and other facilities as may reasonably be required by the Service Provider for the provision of the Services.
- 7.3 The Service User shall provide all information reasonably requested by the Service Provider, in a timely manner and at no charge, to ensure timely delivery of the Services. Complete copies of supporting documentation shall also be made available and in an acceptable condition to facilitate identification and recording of all transactions.
- 7.4 The Service User shall, to the best of its knowledge, ensure that all information provided to the Service Provider is accurate and complete, contains no material omissions and is updated on a prompt and continuous basis.
- 7.5 The Service User shall make available, on a need-to-know basis and promptly after request by the Service Provider, such relevant information and assistance as may be strictly required by the Service Provider to perform the Services.
- 7.6 The Service User shall not be penalised or held responsible for any delays or deficiencies in Services rendered as a result of the Service Provider's failure to comply with its responsibilities under this Agreement.

8. FINANCIAL MATTERS

- 8.1 In consideration of the Service Provider providing the Services, the Service User shall pay the Contract Sum set out in Schedule 4 ("Fees"), inclusive of SST and/or any other applicable taxes. The Fees shall remain fixed for the duration of the Contract Period and shall not be subject to any fluctuation for any reason whatsoever.
- 8.2 This is a rate-based Agreement; the quantities stated in Schedule 4 are the Service User's forecasted requirements and shall not indicate the definite quantity or amount to be purchased or paid by the Service User.
- 8.3 The Service User shall pay the Service Provider's invoices within forty-five (45) days from the date of the Service Provider's invoice in VERAS system, subject to verification and acceptance of the relevant deliverables by the Service User's Appointed Representative.
- 8.4 Commencement of the License Subscriptions and Support Services shall be based on the Service User's implementation timeline as may be notified to the Service Provider in writing.
- 8.5 The Fees are exclusive of Withholding Tax (if applicable). Unless an SST exemption is obtained by the Service User from the relevant authorities, the Service User shall bear and pay all applicable sales and/or service tax, provided that such taxes are correctly reflected in the Service Provider's invoice and the Service Provider is duly registered under the SST Legislation.

9. CONFIDENTIAL INFORMATION

- 9.1 Each Party undertakes not to disclose to any third party or publish any confidential information, including without limitation, information concerning the business and affairs of the other Party, which comes to its attention or is obtained in the course of rendering the Services or pursuant to this Agreement, except as permitted by Clause 9.2.
- 9.2 Each Party may disclose the other Party's confidential information:
- (a) to its affiliates, employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided such persons are bound by equivalent confidentiality obligations;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - (c) if the other Party agrees in writing that such information is not confidential or may be disclosed.
- 9.3 No Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 9.4 This Clause 9 shall survive the termination or expiration of this Agreement.

10. DISPUTES

- 10.1 For the purpose of this clause, a "Dispute" means any dispute, controversy, claim or difference of whatever nature arising under, out of or in connection with this Agreement.
- 10.2 Where a Dispute arises, the Party claiming the Dispute ("Disputing Party") shall provide the other Party with a written notice describing the nature of the Dispute.
- 10.3 The Parties shall, upon receipt of the Dispute notice, attempt to settle the Dispute amicably within sixty (60) days (or such other period as may be mutually agreed in writing) after receipt of the notice of Dispute.
- 10.4 If the Dispute cannot be amicably resolved in accordance with Clause 10.3, either Party may refer the Dispute to arbitration administered by the Asian International Arbitration Centre ("AIAC") in accordance with its Arbitration Rules for the time being in force, seated in Kuala Lumpur, Malaysia, conducted in the English language, before a single arbitrator.

- 10.5 Notwithstanding the above, this Agreement and the rights and obligations of the Parties shall remain in full force and effect and performance of this Agreement shall continue pending the outcome of any Dispute resolution process.

11. BREACH

- 11.1 Where a Party commits a breach of any of the terms of this Agreement, the defaulting Party shall remedy the breach (if capable of remedy) within forty-five (45) days after receipt of a written request to do so, or such other period as agreed between the Parties.
- 11.2 If (a) the defaulting Party fails to remedy the breach in accordance with Clause 11.1; or (b) the breach is not capable of remedy, the non-defaulting Party shall be entitled to claim from or be reimbursed by the defaulting Party for any costs as specified under Clause 11.3.
- 11.3 Damages recoverable by the non-defaulting Party as a result of a breach by the defaulting Party will be for any: (a) cost incurred by the non-defaulting Party towards any third party which has been impacted by the breach; (b) cost incurred by the non-defaulting Party in engaging any third party contractor to continue the performance of this Agreement; and/or (c) penalties, charges, claims or compounds imposed on the non-defaulting Party by any Relevant Authority in connection with, and as a result of, the breach by the defaulting Party.

12. TERMINATION

Termination for Convenience

- 12.1 Notwithstanding anything to the contrary in this Agreement, the Service User may, at its sole discretion, terminate this Agreement, in whole or in part, at any time and without cause by providing thirty (30) days' prior written notice to the Service Provider.
- (a) Upon such termination, the Service Provider shall be entitled to: (i) payment for Services duly rendered and accepted up to the effective date of termination; and (ii) reimbursement of any reasonable, documented and non-recoverable costs or commitments unavoidably incurred by the Service Provider in reliance on this Agreement, provided that such costs were previously approved by the Service User or are necessary for the proper performance of the Services.
- (b) Save for the above and any antecedent breaches, no Party shall have any further claim against the other arising out of such termination. The Service Provider shall use reasonable efforts to mitigate any loss arising from the termination.

Termination for Breach

- 12.2 Without affecting any other rights or remedies to which it may be entitled, the Service User may terminate this Agreement with immediate effect if the Service Provider commits a material breach of this Agreement and fails to remedy the material breach within the agreed duration in accordance with Clause 11.1, or if the material breach is not capable of remedy.

12.3 The Parties agree to carry out mutual good faith discussion and consultation prior to termination under Clause 12.2, and the Service Provider shall be afforded a bona fide opportunity to remedy the purported material breach (if capable of remedy) prior to the exercise of such right of termination.

13. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 13.1 The Licenses are proprietary software products of the relevant third-party software principal (VMware/Broadcom) and are supplied to the Service User strictly on a subscription/license basis in accordance with the software principal's end-user license terms. Nothing in this Agreement transfers ownership of the Licenses or any underlying intellectual property to the Service User; the Service User is granted the right to use the Licenses for the duration of the Term, subject to the software principal's license terms.
- 13.2 All policies, data, information, reports, analyses, handbooks, recommendations, instructions, manuals and/or other documents (excluding the Licenses) created for, produced for or commissioned by the Service User under this Agreement, and the copyright and other intellectual property rights therein, shall be the exclusive property of the Service User. The Service Provider shall not retain any copy of such documents unless with the Service User's prior written consent.
- 13.3 The intellectual property rights in methodologies, processes, tools and templates brought by the Service Provider in the course of this Agreement shall remain vested in the Service Provider.
- 13.4 Any equipment and tools owned and used by the Service Provider for the execution of the Services shall remain the property of the Service Provider.

14. FORCE MAJEURE

- 14.1 Neither Party shall be in breach of this Agreement or be liable for any delay or failure in performing its obligations under this Agreement if such delay or failure results from an event, circumstance or cause beyond its reasonable control and without the fault or negligence of the Party. In such circumstance, the affected Party shall be entitled to a reasonable extension of time in performing such obligations, provided that the affected Party:
 - (a) as soon as practicable (not later than seven (7) days), notifies the other Party of the occurrence or circumstance constituting Force Majeure, including full information on the circumstance and the actions and time estimate required to resume performance; and
 - (b) takes all reasonably practicable steps to rectify or minimise the damage.

15. NOTICE

- 15.1 Unless otherwise agreed by the Parties, any notice or other communication given to a Party under or in connection with this Agreement must be in writing and delivered by hand, registered post, courier, facsimile transmission or e-mail to the Appointed Representative specified in this Clause and items 2 and 3 of Schedule 1.

For Service Provider:

- 15.2 To: **[name of Service Provider]**

Registered address:

Telephone:

Attention:

Email:

For Service User:

To: ALLO TECHNOLOGY SDN. BHD.

Business address: Level 3, Left Wing NOVA Building, Universiti Tenaga Nasional (UNITEN), 43000 Kajang, Selangor.

Telephone: +603 8800 5222

Attention: Mohammad Suhaimi Taha, Head of Information Technology

Email: msuhaimi@allo.my

- 15.3 Any such notice or communication will be deemed to have been received: (a) if delivered by hand, at the time of actual delivery; (b) if sent by facsimile transmission, when the sender's facsimile machine registers a confirmation of a successful and complete transmission; (c) if sent by post, seven (7) Business Days from the time of posting; (d) if sent by courier, at the time of signature of the courier's delivery receipt; or (e) if sent or supplied by e-mail, upon confirmation of receipt by the relevant Party, provided that if deemed receipt is not within business hours (8.00 a.m. to 5.15 p.m. on a Business Day), it is deemed received on the next Business Day.
- 15.4 A Party shall notify the other Party of any change in its address or other details as set out above, provided that such notification will only be effective upon receipt of the notice of change in accordance with this Clause.

16. ENTIRE AGREEMENT

- 16.1 This Agreement (together with its Schedules) constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, arrangements and agreements, whether written or oral, unless otherwise agreed by both Parties in writing.

17. VARIATION

- 17.1 No variation or amendment of this Agreement shall be effective unless it is in writing and signed by the Parties.

18. ASSIGNMENT

- 18.1 The Service Provider shall not assign or transfer its rights or obligations under this Agreement, or any part thereof, without the prior written consent of the Service User.
- 18.2 Nothing in Clause 18.1 restricts the novation of this Agreement by either Party to its subsidiary, which shall be subject to prior notice to the other Party.

19. WAIVER

- 19.1 No failure nor delay by any Party in exercising any right created under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

20. PERSONAL DATA PROTECTION

- 20.1 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they need to process personal data belonging to or supplied by each Party or from authorised third parties or any other persons from time to time. For the purpose of this Clause, "third parties" include but are not limited to each Party's subsidiaries, related and/or associated companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third-party service providers, insurance companies, banks and financial institutions.
- 20.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the processing of personal data strictly for the performance of this Agreement or such other necessary, incidental or related purposes.
- 20.3 Where any personal data is to be transferred to another country, both Parties shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of the other Party, or shall ensure that the place has in force legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Personal Data Protection Act 2010 ("**PDPA**"), and shall take all reasonable measures necessary to ensure that the confidentiality and privacy of the personal data are adequately protected and transferred in accordance with the requirements of the PDPA.
- 20.4 Without prejudice to the foregoing, both Parties shall ensure compliance with the PDPA and shall not do or omit to do anything that will cause the other Party and/or its related companies to be in breach of any provision or requirement of the PDPA, whether now or in the future.
- 20.5 Both Parties shall take all reasonable practicable steps to secure and protect individuals' personal data, and such personal data will be retained for a reasonable period or for as long as the law requires, after which it shall be destroyed together with any other related documents.

- 20.6 Where personal data is involved, the Service User agrees that the Service Provider shall be authorised to process the personal data in accordance with the terms of its privacy policy, which may be amended from time to time. For further information on the Service Provider's personal data protection and privacy practices, please refer to the Service Provider's Privacy Policy at [\[to insert link\]](#).

21. ANTI-BRIBERY

- 21.1 The Service Provider, during the course of performance of this Agreement, shall:
- (a) act honestly and fairly;
 - (b) provide the Service User with true and accurate information;
 - (c) comply with the Service User's position on anti-corruption, along with any guidelines on ethics and integrity communicated by the Service User and made available on the Service User's official website;
 - (d) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or immaterial benefit or other Gratification, commission, fee, brokerage or inducement to an employee, director or other representative of the Service User, for the purpose of improperly influencing a business decision to act contrary to the Service User's interest or for the purpose of obtaining any advantage in the implementation of a contract;
 - (e) not offer or provide any Gratification which might be considered a bribe under local or international legislation to a government official, in Malaysia or any other country;
 - (f) not collude with other parties interested in this Agreement to preclude or compromise the implementation of this Agreement, and shall report to the Service User, through its official reporting channels, any attempts made by others to involve the Service Provider in acts of collusion against the Service User;
 - (g) not improperly use, for purposes of competition or personal gain, or pass on to others, any information which may reasonably be regarded as confidential and is provided by the Service User;
 - (h) not give any Gratification to a public official in order to expedite a process in relation to work carried out for the Service User;
 - (i) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;
 - (j) take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of the Service User;
 - (k) inform the Service User if any employee or director of the Service Provider, or any person acting on its behalf, directly or indirectly, is a Relative of any employee or director of the Service Provider, or has any interest, financial or otherwise, in the Service Provider;
 - (l) not lend to or borrow from, or enter into any monetary dealings or transactions with, directly or indirectly, any employee or director of the Service Provider;

(m) ensure that staff and other representatives of the company dealing with the Service User, or acting on behalf of the Service User in servicing a contract, are aware of the provisions above; and

(n) immediately notify the Service User in writing if it is aware of, or reasonably suspects, any breach of this provision.

21.2 Investigation. Where the Service User has reasonable concerns regarding behaviour involving Gratification on behalf of the Service Provider, the Service User shall have the right to: (a) direct the Service Provider to investigate the matter, and the Service Provider shall carry out such investigation as directed; and/or (b) conduct its own investigation, and the Service Provider shall provide all reasonable assistance, information and documentation in respect of the conduct of the investigation.

21.3 Termination. (a) Without prejudice to any other rights of the Service User, if the Service Provider, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Agreement, the Service User shall be entitled to terminate this Agreement at any time by giving immediate written notice to the Service Provider. (b) The Service Provider shall be liable for all losses, costs, damages and expenses (including incidental costs and expenses) incurred by the Service User arising from termination under Clause 21.3(a). (c) For the avoidance of doubt, the Service User shall not be entitled to claim from the Service Provider any losses, including loss of profit, damages, claims or other items whatsoever, upon termination under Clause 21.3(a).

22. RIGHTS AND REMEDIES

The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the Parties provided at law, and no failure or delay in the exercise or partial exercise of any such right or remedy, or the exercise of any other right or remedy, shall affect or impair any such right or remedy.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement will be governed by and construed in accordance with the laws of Malaysia, and the Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

24. STAMP DUTY

24.1 Each Party is responsible for its own legal costs incurred in relation to the preparation of this Agreement. The stamp duty in respect of this Agreement shall be solely borne by the Service Provider.

25. INDEMNITY & LIMITATION OF LIABILITY

25.1 General Indemnifications.

(a) Each Party ("the Indemnifier", as applicable) shall fully indemnify, defend and hold harmless the other Party ("the Indemnified Party", as applicable) and its officers, directors, employees, agents and representatives from and against any claims against the Indemnified Party to the extent caused by: (i) acts, omission or default of the Indemnifier; (ii) any claims by third parties on infringement of intellectual property rights; (iii) material damage to tangible property; (iv) the Indemnifier's negligence resulting in death or injury to persons; (v) violation of the Personal Data Protection Act 2010; and (vi) violation of the confidentiality obligations in Clause 9.

(b) Save as otherwise provided, each Party shall indemnify the other against any and all actions, claims, costs, damages, demands, expenses, losses, payments, penalties and liabilities made against, suffered or incurred by such Party which may directly result from or arise out of any failure by the other Party to comply with any of the provisions of this Agreement and for breaches of the provisions of this Agreement.

25.2 Limitation of Liability.

(a) In no event shall either Party be liable to the other Party under this Agreement for any indirect, incidental, consequential, special or exemplary damages, lost profits, lost use of equipment, loss of stored memory, cost of substitute equipment or other service downtime costs, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise (even if the Party has been advised of the possibility of such damages).

(b) The total liability of each Party for any and all claims arising out of this Agreement will be limited to direct damages and will not exceed the Fees.

26. ELECTRONIC SIGNATURE

The Parties may sign and deliver this Agreement electronically. Each Party agrees that electronic signatures, whether digital or encrypted, included in this Agreement are intended to authenticate this writing and to have the same force and effect as physical signature. Delivery of a copy of this Agreement bearing an original manual signature, or an electronic signature (whether by facsimile, PDF, or electronic signature software), shall have the same effect as physical delivery of the paper document bearing an original signature.

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Execution

Executed as an agreement for the supply of VMware infrastructure subscription license, maintenance and support services between the Service Provider and Allo Technology Sdn. Bhd. on the day and year first stated above.

Service Provider

Signed for and on behalf of

[NAME OF SERVICE PROVIDER]

[Company No.:]

in the presence of:

Witness

Name:

Designation:

Signatory

Name:

Designation:

Service User

Signed for and on behalf of

Allo Technology Sdn. Bhd.

(Company No. 199901026101

(501001-A))

in the presence of:

Witness

Name:

Designation:

Signatory

Name:

Designation:

SCHEDULE 1 – DETAILS OF THE PARTIES

(to be construed as an essential part of this Agreement)

No.	Particular	Description
1.	Commencement Date	11
2.	Expiry Date	One (1) year from Commencement Date Upon expiry of the Initial Term, the Service User may, at its sole discretion, extend this Agreement for a further period of one (1) year ("Renewal Term") on the same terms and conditions, subject to written confirmation by the Parties.
3.	Service Provider's Appointed Representative	Name: Designation: Email:
4.	Service User's Appointed Representative	Name: Designation: Email:

SCHEDULE 2 – SCOPE OF SERVICES

(to be construed as an essential part of this Agreement)

This Schedule shall be read together with the Service Provider's proposal/quotation for the VMware Infrastructure Subscription License, Maintenance and Support Services, which is incorporated by reference into and forms part of this Agreement.

No.	Description	Qty	U.O.M.
A. LICENSE SUBSCRIPTIONS			
1.1	VMware vSphere Foundation Subscription (1-Year)	192	ea
1.2	VMware vSAN 8 Subscription (1-Year)	16	ea
B. PROFESSIONAL SERVICES, SUPPORT AND MAINTENANCE			
2.1	Unlimited Remote Technical Support Ticket Submission		
2.2	Unlimited 24x7x365 Remote Technical Support Access (Email/Phone/Teams/Zoom)		
2.3	3rd Party Software Compatibility, Configuration and Troubleshooting Support		
2.4	Escalation to Technology Software Principal when required		
2.5	Defined Case Severity and Response Time Management (Schedule 3)		
2.6	Complimentary Support Engineer (Remote/Physical)		
2.7	Shared Technical Account Manager (TAM)		
2.8	Critical Security Patch/CVE Notification and Guidance		
2.9	On-site Incident Support if required		
2.10	Knowledge Transfer Session		
2.11	Customer Environment Health Check – Twice Per Year		
2.12	Support Coverage for VMware vSphere Foundation		
2.13	Support Coverage for VMware vSAN		

SCHEDULE 3 – SERVICE LEVEL PERFORMANCE MEASUREMENT

(to be construed as an essential part of this Agreement)

The Service Provider shall observe and maintain the following response and resolution time commitments in the performance of the Support Services.

Severity Level	Description	Response Time	Resolution / Update Time
Critical (S1)	Production system down; VMware vSphere/vSAN environment inaccessible with no workaround available	Within 30 minutes	Workaround within 24 hours from time of reporting.
High (S2)	Major functionality impaired; significant business impact with workaround available	Within 60 minutes	Workaround within 1 business week.
Medium (S3)	Minor functionality impaired; limited business impact	Within 240 minutes	Workaround will be provided in the next release.
Low (S4)	General queries, how-to questions, or minor cosmetic issues	1 business day	Not applicable

Liquidated Damages for SLA Non-Compliance

Severity Level	SLA Breach	LD Amount
Critical (S1)	Response time exceeds 30 minutes	5% of monthly support fees per incident
	Workaround not provided within 24 hours	10% of monthly support fees per incident
High (S2)	Response time exceeds 60 minutes	3% of monthly support fees per incident
	Workaround not provided within 1 business week	5% of monthly support fees per incident
Medium (S3)	Response time exceeds 240 minutes	1% of monthly support fees per incident
Low (S4)	Response time exceeds 1 business day	0.5% of monthly support fees per incident

SCHEDULE 4 – FEES

(to be construed as an essential part of this Agreement)

1. Subscriptions Only

No.	Progress Payment	Accumulative Progress Payment	Conditions
1.	100%	100%	Upon successful activation, verified by Project Manager

2. Support and Maintenance

No.	Progress Payment	Accumulative Progress Payment	Conditions
1.	100%	100%	End month of every quarter with verification by Project Manager

No.	Description	Qty	U.O.M.	Unit Price (RM)	Total Price (RM)
A. LICENSE SUBSCRIPTIONS					
1.1	VMware vSphere Foundation Subscription (1-Year)	192	ea		
1.2	VMware vSAN 8 Subscription (1-Year)	16	ea		
B. PROFESSIONAL SERVICES, SUPPORT AND MAINTENANCE					
2.1	Professional Services, Support and Maintenance (1 Year) – as per Schedule 2	1	ea		
TOTAL CONTRACT SUM (inclusive of SST and/or other applicable taxes) (RM)					