

**SERVICE SCHEDULE I: TIME CLOUD SERVICES**

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THIS SERVICE SCHEDULE AND THE TERMS HEREIN AND IN THE APPENDICES HERETO, APPLIES TO THE SERVICE IDENTIFIED AS “TIME CLOUD SERVICES” AS SPECIFIED BELOW IF CUSTOMER HAS SUBSCRIBED FOR THE SAME, IN ADDITION TO AND IN PREFERENCE OF THE GENERAL TERMS.

**PART A – THE SERVICE**

**1. Service Overview**

- 1.1. Types.** TIME Cloud Services comprise the following types that would be subscribed by Customer as specified in the applicable Service Order form: a) TCS vCompute; or  
 b) TCS CIA; or  
 c) TCS vFirewall,

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

- 1.2. Description.** Each of the Service type is described below.

Services Type	Description
(a) TCS vCompute	The service comprises of Virtual Computing resource deployed specifically on TIME Cloud Platform. It combines: (i) Virtual CPU (“vCPU”), which is quantified in Giga-Hertz (GHz); (ii) Virtual RAM (Memory) (“vRAM”) which is quantified in GigaByte (GB); (iii) Virtual Storage (Disk) (“vStorage”) which is quantified in GigaByte (GB).
(b) TCS CIA	The service comprises of Internet Access (connectivity) gateway configured specifically for TIME Cloud Services. It provides Internet Access to the subscribed TIME Cloud Services. It is quantified in Mega bit per second (Mbps).
(c) TCS vFirewall	The service comprises of the Virtual Firewall service configured specifically for TIME Cloud Services. It isolates the subscribed TIME Cloud’s Virtual Machine and the shared internet access service or two or more private network. It provides certain level of protection from malicious code from the internet using firewall rulesets.

- 1.3. 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 Form. Deviation from the Standard Service Component (as referred below) is permissible with written consent from TIME, and is subject to additional charges that TIME will notify the Customer, and for which the Customer will pay TIME.

Service Type	The scope of work for the TIME Cloud Services that TIME will provide is specified below (“Standard Service Component”)	Service Level Arrangement (“SLA”)
(a) TCS vCompute	The provisioning and configuration of TIME Cloud Services (consisting of TCS vCPU, TCS vRAM, TCS vStorage).	99.95%
(b) TCS CIA	The provisioning and configuration of the Cloud Internet Access gateway.	99.95%

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Service Type	The scope of work for the TIME Cloud Services that TIME will provide is specified below (“Standard Service Component”)	Service Level Arrangement (“SLA”)
(c) TCS vFirewall	Provisioning and Configuration of Virtual Firewall for TIME Cloud Services (vFirewall).	99.95%

**1.4. Service Limitation.** The TIME Cloud Services subscribed come with following technical specifications for respective resource types available on the platform are as follows:

Scope	Description
vCPU	2.00GHz per Core as baseline. Up to 24 vCPU per Virtual Instance.
vRAM	2400MHz ECC RAM as baseline. Up to 128GB per instance.
vDisk	Software-Defined Storage (SDS). Up to 120K IOPS and 64TB per volume.
Network	Virtual I/O. Up to 10Gbps.

Notes:

- i. Specifications are as-is, unless specified otherwise in project SOW.
- ii. Virtual Disk and Network resource performance depends on the total vCPU and vRAM assigned and OS installed for each instance. In addition, these are on besteffort basis for non-dedicated resource pools, which is the standard for the platform.

**1.4.1. Service Subscription.** The Customer may subscribe for any of the above Service types as evidenced by Service Order Form; and accordingly, the terms herein shall be applicable as may be appropriate.

**1.5. Value-Added Services.** The following value-added services may be subscribed by the Customer if the Customer has subscribed for the Qualifying Service, as specified below.

Value-Added Service	Description	Qualifying Service
(a) TCS Anti-DDoS	As per Service Schedule G.	TIME Cloud Services and TCS CIA
(b) TCS vLoad Balancer	The Cloud Virtual Load Balancer Service is configured specifically for TIME Cloud Services. This service uses TIME’s virtual server load balancer appliances to carry out load balancing feature for the subscribed TIME Cloud Services.	TIME Cloud Services
(c) TCS vWeb Application Firewall	The Cloud Virtual Web Application Firewall Service is configured specifically for TIME Cloud Services. This service uses TIME’s virtual web application firewall to protects web application from a variety of application layer attacks.	TIME Cloud Services
(d) TCS vPrivate Lease Line	The Cloud Virtual Private Least line is configured specifically for TIME Cloud Services. This service uses TIME’s Private Lease Line Solution to deliver Advanced Data	TIME Cloud Services

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Value-Added Service	Description	Qualifying Service
	Service between TCS's Multiple Zones. It is quantified in Mega bit per second (Mbps).	
(e) TCS Insight	TCS Insight is configured specifically for TIME Cloud Services. This service is used to monitor the availability of the subscribed service(s). It is available in both Basic and Advanced and by default, Basic is included into every subscription of TIME Cloud Services.	TIME Cloud Services

TIME may periodically revise or update the above value-added service or introduce new value-added services from time to time at its discretion, which would be subject to the specific terms and conditions.

### 1.6. Third Party Solution

- 1.6.1.** In the event TIME assists the Customer to procure any other services or products to use with TIME Cloud Services (upon the Customer's request), the Customer shall be subject to and solely responsible for complying with the respective terms of such services or products procured.
- 1.6.2.** The Customer acknowledges and agrees that any third-party solution that may be used with TIME Cloud Services is subject to the third-party terms and agreement where applicable, and is not part of this Service Schedule. This includes the warranty, service level arrangement and support structure provided directly by third-party solution provider.
- 1.6.3.** TIME has no responsibility for the performance, product description, specifications, reference content, or any and all claims or representations of third-party solutions and is unable to give any warranty whatsoever neither express nor implied.
- 1.6.4.** The following third-party solution may be subscribed by the Customer if the Customer has subscribed to the Qualifying Service, as specified below.

Value-Added Service	Description	Qualifying Service
(a) TCS 3 <sup>rd</sup> Party Hardware with Managed Services	This service uses 3 <sup>rd</sup> Party Hardware Solution specifically designed and deployed for the designated TIME Cloud Customer. It is offered as a Managed Service and only available as a value-added service with TIME Cloud Services.	TIME Cloud Services
(b) TCS 3 <sup>rd</sup> Party Software with Managed Services	This service uses 3 <sup>rd</sup> Party Software Solution specifically designed and deployed for the designated TIME Cloud Customer. It is offered as a Managed Service and only available as a value-added service with TIME Cloud Services.	TIME Cloud Services
(c) TCS Cloud Backup with Managed Services	This service uses TIME's centralised data backup platform that is able to carry out data backup of the Customer. It is offered as a Managed Service and only available as a	TIME Cloud Services

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Value-Added Service	Description	Qualifying Service
	value-added service with TIME Cloud Services.	

**2. Definitions and Interpretations**

**2.1.** In this Service Schedule, all capitalized terms not otherwise defined herein shall have the meaning given to them in the Service Order Form and/or General Terms.

**2.2.** Further, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

- (a) TIME Cloud Platform means the platform deployed and managed by TIME to deliver TIME Cloud Services to the Customer.
- (b) TIME Cloud Portal means a graphical user interface representing information regarding the Customer’s provisioned resources.
- (c) TIME Cloud Services, TCS or Service means the service set out in Paragraphs 1.2 and 1.3 of this, Service Schedule.
- (d) Virtual Computing Resource means virtual resources consist of vCPU, vRAM and vStorage in the fully managed TIME Cloud Platform.
- (e) TCS Insight means the platform deployed and managed by TIME to allow the Customer to monitor and observe the subscribed TIME Cloud Services.
- (f) TCS Insight Portal means a graphical user interface representing Customer’s monitoring information regarding the Customer’s provisioned resources.
- (g) Virtual Machine means a software implementation of a computer that executes functionality similar to a physical machine. It consists of predefined or variable amounts of computing resources obtained from a shared or dedicated pool of compute resources.
- (h) Compute means the combination of virtual CPU & virtual RAM resource assigned to a virtual machine. This excludes any third-party software or operating systems that is executed on the Virtual Machine.
- (i) vFirewall means a virtual firewall network function that securely isolates the customer’s cloud.
- (j) Storage means the virtual storage resource that is assigned to a Virtual Machine or accessible over a network.
- (k) Network means network resource that is assigned or accessible within the TIME Cloud Services.
- (l) Connectivity means access to the Customer’s TCS environment.

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- |     |                                 |   |
|-----|---------------------------------|---|
| (m) | vCPU                            | means the virtual CPU resource that is assigned to a Virtual Machine.   |
| (n) | vRAM                            | means virtual RAM resource that is assigned to a Virtual Machine.   |
| (o) | vDisk                           | means virtual disk storage resource that is assigned to a Virtual Machine.  |
| (p) | vFirewall                       | means a virtual firewall means a network function that securely isolates the customer's cloud.                                  |
| (q) | CIA                             | means cloud internet access which provides access to the internet from the Customer's cloud.                                    |
| (r) | TIME Cloud Professional Service | means the professional service provided by TIME personnel for the provisioning of the subscribed TIME Cloud Services.           |
| (s) | Support Ticket                  | means the ticket raised by the Customer in accordance to any service interruption or unavailability of the subscribed services. |

### 3. Service Provisioning

**3.1. Commencement.** TIME will endeavour to provide the TIME Cloud Services as described in Paragraph 1.2 and selected by the Customer by the CRD subject to:

- a) the Customer providing all information required by TIME within seven (7) days;
- b) the availability of the TIME Cloud Services infrastructure capacity; and
- c) the availability of the infrastructure of other third-party suppliers, where required.

**3.2. Service Delivery.** Before and/or by the CRD or any revised CRD, TIME will:

- a) Use reasonable endeavours to meet the CRD but does not guarantee the Service will be up and ready to use.
- b) 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");

**3.3. Modification.** If, after the Customer has applied for a TIME Cloud Service but before the CRD for the said Service the Customer requests for modification to the setup of the said TIME Cloud Service and TIME agrees to that modification, then:

- a) the parties shall mutually agree in writing to amend the CRD for the Service; and
- b) the Customer shall acknowledge and agree to pay TIME additional charges for modification to the setup of the TIME Cloud Service.

**3.4. Delay.** TIME shall complete the installation works by the CRD unless TIME experiences delays due to:

- a) causes beyond its control,
- b) any failures or faults of the Customer in ensuring its obligations are carried out,
- c) Force Majeure Event, and/or
- d) acts or omissions of third-party suppliers.

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If service provisioning is delayed due to the Customer's failure to take all reasonable steps in supporting the provisioning process or the Customer's failure to provide all requested information within seven (7) days, TIME reserves the right to withdraw its acceptance of the Customer's application for the TIME Cloud Service and cancel the Service Order, in which case the Customer shall pay the Cancellation Charges as set out in Paragraph 20.2. If TIME is of the opinion that the CRD may not be achieved for any reason, TIME may at its discretion revise the CRD and notify the Customer accordingly.

- 3.5. Completion.** Servers are deemed deployed as of the time that TIME sends an email to the Customer that includes the information needed to allow Customer to transfer information to and from the TIME Cloud Platform for operational purposes.
- 3.6. Inaccurate Information.** If TIME is required to change the provision of TIME Cloud Services due to incomplete or inaccurate information provided by the Customer, TIME may, at its discretion charge the Customer such additional charges due to the changes.
- 3.7. Cancellation.** TIME may, in addition to any other rights in this Service Schedule, cancel a Service Order for TIME Cloud Services if:
- a) it is technically not feasible for TIME to provide the required Service by the CRD; or
  - b) if third party solution is required and the third-party providers are not able to provide such solution, element or part for TIME Cloud Services.

In such event, 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

**4. Right of Use**

- 4.1.** TIME shall grant the Customer the right to access to a quantified of shared or dedicated compute resources, storage infrastructure, network and application resources within a virtualized environment.
- 4.2.** The Customer may use Services only in accordance with this Service Schedule and warrants and agrees to not reverse engineer, decompile, disassemble, or work around the technical limitations of the Services.
- 4.3.** The Customer may not rent, lease, lend, resell, transfer, or host the Services, or any portion thereof, to or for third parties except as expressly permitted by TIME in writing.
- 4.4.** In connection with the Customer's use of the Services, the Customer shall be responsible for maintaining all software licenses and adhering to the license terms of any such software the Customer shall use or run. TIME does not and will not assume any obligations with respect to the software and its associated licences that the Customer uses or procures whether directly or indirectly. If TIME reasonably believe any of the Customer use of the software, its associated licences or content violates the Applicable Law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement, the Service Order Form, this Service Schedule, or the Acceptable Use Policy ("Prohibited Content"), TIME will notify the Customer of such Prohibited Content and may request that *inter alia* such violation be discontinued, the content be removed from the Services or access to it be disabled.
- 4.5.** The Customer shall ensure that all information the Customer provides to TIME shall be accurate, complete, and not misleading.
- 4.6.** Should the Customer subscribe to TIME Cloud Services with any other Services offered by TIME other than the Services in this Service Schedule, the Customer shall comply with the terms and conditions of the Service Schedules applicable to that particular Service.
- 4.7.** TIME will not permit the Customer or any Customer nominated personnel to have any physical access to the TIME Cloud Services infrastructure or any of the facilities where that infrastructure resides.

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- 4.8.** The Customer represents and warrants to TIME that the Customer has the legal right to use any software procured directly by the Customer from third-parties on TIME Cloud Services and that such use will not infringe the intellectual property rights of any third-party.
- 4.9.** The Customer shall be responsible for obtaining all necessary authorisations and consents from third party licensors of the software used by the Customer to enable TIME to provide TIME Cloud Services to the Customer.
- 4.10. **Suspension of Services.**** In addition to Clause 7 of the General Terms, TIME may suspend TIME Cloud Services without any further liability if:
- a) TIME reasonably believes that TIME Cloud Services are being used in violation of any terms and conditions applicable to this Service;
  - b) the Customer does not cooperate with TIME's reasonable investigation of any suspected violation of any of the terms and conditions applicable to this Service;
  - c) there is an attack on the TIME Cloud Platform whereby the TIME Cloud Platform is accessed or manipulated by a third party without the Customer's consent; or
  - d) there is any event for which TIME reasonably believe that the suspension of TIME Cloud Services is necessary to protect the TIME Cloud Platform, system, TIME Network, any other property of TIME, any third party of TIME or the other customers of TIME, including but not limited to if TIME is faced with a credible claim that the Services or any software infringes upon the intellectual property rights of other parties.

Notwithstanding Paragraph 4.10, a breach of this Paragraph 4 by the Customer shall be deemed as a material breach and TIME is entitled to terminate the agreement with the Customer forthwith.

**4.11. Content and Data Privacy**

- 4.11.1.** As information transmitted through the Internet in general is not confidential, TIME cannot and does not guarantee the privacy, protection, security or integrity of any information transmitted through the Internet by the Customer, to which the Customer acknowledges and accepts that it does so at its own risk.
- 4.11.2** The Customer accepts that it shall be solely responsible for all content stored on and distributed from TIME Cloud Services. The Customer acknowledges and accepts that TIME does not intend and will not be required to review the accuracy or appropriateness any of the Customer's content delivered while using TIME Cloud Services.
- 4.11.3** Where the Customer receives or process Personal Data of end users or other identifiable individuals in its use of TIME Cloud Services, the Customer shall ensure that it fully complies with the provisions of the Personal Data Protection Act 2010 ("PDPA") and shall be solely responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data to the relevant end users and in accordance with the PDPA. Further, the Customer shall not, and shall ensure that the Customer's personnel shall not, do anything in relation to any Personal Data which may cause TIME to be in breach under the PDPA. "Personal Data" means personal data, personal information or data relating to individuals that relates directly or indirectly to the customers or in the possession of the Customer including any expression of opinion about the customers.
- 4.11.4** Upon termination of TIME Cloud Services, TIME shall retain the Customer's data in TIME Cloud Services for up to seven (7) days ("Retention Deadline") after which TIME shall permanently remove all Customer data. The Customer is solely responsible to perform necessary steps to retrieve or migrate required Customer data from the TIME Cloud Platform before the Retention Deadline. TIME shall not be responsible for any data retrieval, data restoration or data loss after the Retention Deadline.

**4.12. Security**

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- 4.12.1** The Customer shall take all such measures as may reasonably be necessary (including but not limited to changing its password from time to time) and such other security procedures and controls to protect the secrecy of its user identification and/or password and shall not reveal or share the same with any other unauthorized person(s), and shall ensure that TIME Cloud Services are accessed and used only by authorized persons, and take all such steps as may be necessary to ensure its continued security and to prevent any unauthorized access, processing, transfer or use by a third party or misuse, damage or destruction by any person.
- 4.12.2** TIME shall not be liable for any loss or damage incurred by the Customer or third parties due to any wrongful use of the Customer's account by the Customer or any wrongful or fraudulent use of the Customer's account by any other person. TIME shall not be liable for any corruption of data in the Customer's systems resulting from an external security breach or any inappropriate handling of such data on the Customer's part. This is including but not limited to installation of software using non-standard repository and/or plugging in of third-party unsupported hardware.
- 4.12.3** The Parties agree to immediately notify each other of any unauthorized use of the Customer's account or of any other breach of security known to either of the Parties or where either of the Parties has reason to suspect that the same may have occurred.
- 4.12.4** The Customer shall co-operate with TIME and the relevant authorities to take all reasonable steps to assist in any security investigations, mitigation and remediation of the breach or incident and indemnify, defend and hold TIME harmless for any liability or expense arising from such breach or incident.
- 4.12.5** The Customer shall comply with all usage instructions and guidelines in respect of the use of TIME Cloud Services that may be published from time to time by TIME.
- 4.13. Connectivity**
- 4.13.1.** In addition to the Customer subscribing to a particular TIME Cloud Service, the Customer may be required to subscribe to an applicable connectivity service that will be used to provide access to the Internet via TIME Cloud Internet Access (CIA), and/or access to multiple zones via TIME Virtual Private Leaseline (vPLL).
- 4.13.2.** At all times, it is the Customer's responsibility to choose a connectivity service that can sufficiently provide the capacity required by the Customer in subscribing to the TIME Cloud Service.
- 4.13.3. Network.** Upon provisioning of TIME Cloud Services, the Customer will be given access to utilize IP Addresses isolated to the Customer's service environment. The Customer is responsible to provide TIME with adequate information in order to assign and configure IP addresses and network settings. The Customer is responsible to ensure all required network configurations are as required.
- 4.13.4.** When a Customer subscribes to connection access for TIME Cloud Services, the Customer acknowledges that the bandwidth capacity will be capped as per respective offering subscription terms. Each connection access will be assigned one port at the virtual firewall to allow connection between the boundaries of TIME Cloud Services.
- 4.13.5.** TIME will cap the bandwidth purchased by the Customer at the total bandwidth allocation level specified in the Service Order Form ("Total Bandwidth Allocation").
- 4.13.6.** All traffic utilization for the Customer is measured by using a software program known as Multi-Router Traffic Grapher (hereinafter known as "MRTG") at the port used by the Customer. The MRTG is configured to monitor traffic passing through the switch as well as through the router. At the switch, the MRTG will monitor individual ports linked to each server to determine the traffic volume. Samplings are taken at 5-minute intervals and two samples are taken at each time, as follows:
- a) a sample to measure the data traffic from the switch to the server; and

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- b) a sample to measure the data traffic from server to switch.
- 4.13.7.** TIME will use its best endeavours to ensure that the integrity of Customer's information and data is not affected, compromised or lost as a result of the bandwidth being shared with other customers of TIME, but in any event, the Customer accepts and acknowledges that such a risk exist and TIME disclaims any liability arising from the loss of data integrity except if solely due to the gross negligence of TIME.
- 5. Title & Ownership.** The Customer acknowledges that all equipment, hardware, software and any other resources excluding third party solutions used to provide TIME Cloud Services to the Customer, is and shall remain the property of TIME at all times.
- 6. Special Conditions for CIA Service Type**
- 6.1.** Notwithstanding anything to the contrary in the General Terms or elsewhere in this Service Schedule, if the Service is TCS CIA with Anti-DDoS Plan (as specified in the Service Order), then the following conditions shall apply:
- a) TIME will make available on an "always-on" basis Anti-DDoS feature unless otherwise stated in the Service Order form;
  - b) TIME will configure the system accordingly. Any change to the original configuration after the Service is provisioned may be requested by Customer but Customer may have to pay additional charges that TIME may impose at its discretion;

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PART B – SERVICE OPERATIONS

7. **TIME Cloud Professional Services.** Standard Scope of Work (SOW) governing Professional Services provided during service delivery for the platform upon customer on boarding are as follows:

Scope	Description
Provision and configure customer Virtual Data Center (VDC)	Defaults to 1 x VDC
Provision and configure customer Virtual Private Cloud (VPC)	Defaults to 1 x VPC
Provision and configure Routed Networks (WAN)	Defaults to 1 x WAN, /28 subnet.
Provision and configure Private Networks (LAN)	Up to 8 networks per customer, Random subnets assigned as per IETF RFC 1918 unless specified.
Provision and configure VNF instance	Defaults to 1 x Virtual Firewall (vFW) within platform Service Catalog (up to 20 policies). Defaults to 1 x IPsec (up to 1 remote site) and 1 x SSL VPN (up to 1 x SSL VPN administrative user and 1 x SSL VPN user) for vFW.
Provision and configure non-VNF instance	Up to 20 x non-VNF within platform Service Catalog.

Notes:

- i. Defaults are as-is, unless specified the otherwise in project SOW.
  - ii. VNF denotes Virtual Network Functions denotes Virtual Firewall (vFW), Virtual Server Load Balancer (vSLB) and Virtual Web Application Firewall (vWAF) instances within platform the Service Catalogue.
  - iii. Non-VNF denotes Operating System (OS) and Virtual Appliance (VA) instances within the platform Service Catalogue. Excludes installation of applications, OS/VA patching and customization.
  - iv. Provisioning and configuration of VNF such as vSLB and vWAF is subject to project SOW.
  - v. Any applicable migration is as per project SOW and is not governed by the standard SOW.
  - vi. Provisioning and configuration of VNF and non-VNF not within the platform Service Catalogue is unsupported.
  - vii. Balance of defaults zeroed upon project sign off.
8. **Variation Order.** Where the Customer varies and/or wishes to vary a Service Order after acceptance of the Service Order, TIME will issue a variation to the existing Service Order to reflect the changes accordingly which include *inter alia* payment of additional charges by the Customer for the variation of works to be carried out by TIME and completed by the revised CRD in the revised Service Order.
9. **Monitoring.** TIME has no obligations to monitor deliverables provided to the Customer under this Service Schedule but has the right to monitor should it deem necessary in compliance with local authority and Applicable Laws.
10. **Logs.** TIME may collect, compile and store logs in order to operate TIME Cloud Services to the extent permitted by Applicable Laws. These logs are only used internally by TIME and TIME is under no obligation to provide them to the Customer.

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- 11. Maintenance.** The Parties acknowledge and agree that each Party is entitled to carry out maintenance work from time to time as and when necessary. The Parties further agree and acknowledge that each Party will help and facilitate such maintenance. As far as possible, Parties shall endeavour to ensure that any disruption or interruption to TIME Cloud Services (if applicable) is kept to a minimum.
- 11.1. Scheduled Maintenance.** Scheduled maintenance is maintenance work which is planned and/or programmed, which includes but is not limited to planned outages and upgrading works (“Scheduled or Planned Maintenance”).
- 11.1.1.** If the Scheduled or Planned Maintenance is carried out by TIME or an Affiliate, TIME will provide seven (7) days prior notice of such maintenance to the Customer. As for Scheduled or Planned Maintenance by the Customer, the Customer must provide a minimum period of fourteen (14) days prior written request to TIME stating the nature and duration of such Scheduled or Planned Maintenance in a format prescribed by TIME. TIME shall not unreasonably withhold its approval for the Customer’s Scheduled or Planned Maintenance.
- 11.1.2.** As far as possible, TIME shall endeavour to ensure that any disruption or interruption to the Service is kept to a minimum. The standard for TIME’s maintenance window for Scheduled or Planned Maintenance is between 00.00-7.00 MYT (GMT+08:00). TIME will try its best to accommodate reasonable requirements of the Customer in terms of Scheduled or Planned Maintenance times
- 11.1.3.** TIME shall endeavour to not suspend TIME Cloud Services for Scheduled or Planned Maintenance more than 12 times in any calendar year. Further, TIME shall endeavour to ensure that Scheduled or Planned Maintenance does not exceed a total of 24 hours in any calendar year.
- 11.2. Emergency Maintenance.** The Customer acknowledges and agrees that Emergency Maintenance will be carried out by TIME in the event of threats to the operational environment, service degradation or events beyond TIME’s control (“Emergency Maintenance”). If the circumstance permits, TIME will provide the Customer one (1) day prior notification of such Emergency Maintenance.

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## PART C – SUPPORT &amp; SERVICE LEVELS

**12. Service Level Arrangement (SLA):** 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 TIME does not meet the SLAs for any reason whatsoever. The SLAs are provided in good faith of TIME's willingness to achieve that level of service but without any liability to time for any failure or non-achievement.

**12.1.** TIME will aim to provide TCS availability of 99.95% ("TIME Cloud Services Availability Commitment") within the scope of coverage set out above and restore any TIME Cloud Services outage within 4 hours and 23 minutes of a fault annually.

**12.2.** TIME Cloud Services Availability Commitment will be measured according to each of the Service type as per follows: -

$$\text{Service Availability (\%)} = \frac{\text{Total Duration of TIME Cloud Services Outage}}{\text{Total Number of Minutes per Calendar Year}} \times 100\%$$

TIME Cloud Services refers to the Service type as described in Paragraph 1.2 and respective SLA as stipulated in Paragraph 1.3 and the SLA is measured on annual basis.

**12.2.1.** Service Availability and its respective SLA is measured individually by Service type as described in Paragraph 1.3.

**12.2.2.** Multiple Support Ticket raised does not stack and will be treated as a single support ticket and to be rectify accordingly.

**12.2.3.** The TIME Cloud Services Availability Commitment is applicable only to TIME Cloud Services and covers service failures directly related to the Customer's TCS services as described under Paragraph 1.3 and excludes the availability of TIME Cloud Portal.

**12.2.4.** The scope of coverage of the TIME Cloud Services Availability Commitment also excludes, without limitation, all other public internet backbones and networks, any server on the internet, Customer's resources outside of TIME Cloud Services, local access service, and packet delivery to the internet not owned or operated by TIME.

**13. Incident Reporting, Measurement and Closure:**

- a) The Unavailable Time will be measured by TIME starting from when Customer reports an Incident and ending when TIME 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 TIME will advise such information to Customer.
- c) Incident Closure: TIME 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 TIME or TIME has closed the trouble ticket after unsuccessful attempts to contact Customer, by reasonable means, in relation to the Incident and Customer has not responded within 24 hours following TIME'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 TIME will continue to work to resolve the Qualifying Incident.

**14. Fault Rectification.** As soon as the Customer becomes aware of any incident relating to the Services, the Customer must immediately report that fault to TIME.

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- 14.1. Where TIME is aware of the Customer’s operations/virtual resource interrupting, affecting or causing issues (collectively referred to as “Interruptions”) to TIME’s servers, or to TIME’s other virtualized cloud tenant within TIME Cloud Services on the same server or to TIME’s infrastructure in general, TIME reserves the right to rectify such Interruptions by reprovisioning the Customer’s virtual resource or suspending such operations of the Customer.
- 14.2. Where the Customer reports to TIME of an Interruption, and TIME upon investigation, finds out that the Interruption is caused by third party solution or services that are not supplied by TIME, TIME will notify the Customer that the Interruption is outside the scope of the Service. Where this occurs TIME shall not be responsible for resolution of the Interruption.
- 15. **SLA Exclusion.** This SLA do not apply to any availability or performance issues occurring as a result of the following:
  - a) The time taken to carry out and complete a Scheduled or Planned Maintenance, including Emergency Maintenance by TIME or an Affiliate will be excluded from the calculation of the SLA in this Service Schedule;
  - b) If the Customer is in breach of the Agreement with TIME, which would include payment obligations;
  - c) If downtime occurred as a result of the Customer’s misuse of the Services;
  - d) For downtime or outages resulting from denial of service attacks, virus activity, hacking attempts, or any other factors outside of our reasonable control, including any Force Majeure Event, Internet access or related problems beyond the demarcation point of TIME Cloud Services;
  - e) From any actions or inactions of the Customer or any third-party which causes the unavailability;
  - f) Downtime resulting from the Customer’s data, software, or other technology and/or third-party solution;
  - g) Multiple incidents raised for the same issue will count towards a single SLA calculation and reported as such;
  - h) The additional time taken by the Customer to perform confirmation testing after the affected service is restored;
  - i) The time taken to carry out non-standard tests requested by the Customer; or
  - j) The request by the Customer to suspend the Service for whatsoever reason (whether due to the Customer’s request or due to the Customer’s default)

**16. Services Support Escalation**

16.1. Where the Customer experiences any Interruptions or issues with regard to the Services, the Customer shall raise a support request ticket for the Interruptions or issue (“Support Request Ticket”) in accordance with the escalation protocols in this Paragraph 16.

16.2. Upon receiving the Customer’s Support Request Ticket, TIME shall rectify the Interruption or issues within the time stated for the prescribed severity levels stated in Paragraph 17,

17. **Severity Levels.** The table below addresses the severity levels structure, fault reporting procedures and escalation matrix along with the email addresses and telephone access numbers for operations and senior management points of contact who are available and authorized to address and resolve performance issues on a 24 x 7 x 365 basis. TIME shall, from time to time, notify the Customer of any updates to TIME’s fault reporting procedures and escalation matrix in writing

Severity Level	Description	Example	MTTr / MTRR	Escalation	Time Period
1	A critical incident with very high business impact. Result of the Downtime will be causing	A critical server such as (webserver/DB server) is down and impacting all users that requires access to the services. Example:	15 min / 4 hours	Level 1	30 minutes
				Level 2	30 minutes

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	major interruption to services	1) Cloud platform is down and impacting customers. 2) High performance degradation where the services are down.		Level 3	30 minutes
				Level 4	30 minutes
				Level 5	30 minutes
2	A major incident with significant impact where the services are partially down or where some functionality lost is experienced.	A server, which provide sub services (such as search or indexing services) is down and causing partial business impact. The services are still available but there is loss of some functionality. Example: 1) Monitoring detected that vCPU/vRAM/vDisk usage is critical but the server is still up and reachable. 2) Moderate performance degradation which cause slowness but the service is not down.	15 min / 12 hours	Level 1	2 Hour
				Level 2	2 Hour
				Level 3	2 Hour
				Level 4	2 Hour
				Level 5	2 Hour
3	A minor incident with low impact where there is no interruption to the services.	A server or service is affected/down which does not impact customer business. Example: 1. Servers such as staging and development is down 2. Minor performance degradation where it is not impacting services. Configuration changes such as an update to firewall rules is required.	15 min / 24 hours	Level 1	5 Hours
				Level 2	5 Hours
				Level 3	5 Hours
				Level 4	5 Hours
				Level 5	5 Hours
4	Secondary Services Down	Secondary services such as backup or monitoring is down. These are secondary services which are used to enhance primary services but do not cause any business impact when it is down or affected.	15 min / 14 days	Level 1	2 days
				Level 2	2 days
				Level 3	2 days
				Level 4	2 days
5	Services Improvement	Software bugs or glitches, which requires a firmware upgrade, or a new patch from software principal. Request for Enhancement (RFE) falls under the same category. The fix or improvement is subjective to principal or other factors.	15 min / ∞ days	Level 1	4 days
				Level 2	4 days

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PART D – MISCELLANEOUS

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**18. Disclaimers**

- 18.1.** The Customer acknowledges and agrees that TIME exercises no control over, and accepts no responsibility for the content of the information passing through the TIME Network or the Internet. TIME is also not liable for the content or loss of any data transferred either to or from the Customer or stored by the Customer or any of the Customer's clients via TIME Cloud Services.
- 18.2.** TIME disclaims all liability whatsoever for any loss, alteration, destruction or disclosure to any third party whomsoever, of any of the Customer's data or other data howsoever caused or arising including without limitation, delays, interceptions, non-deliveries or misuse as a result of any interruption, suspension or termination of TIME Cloud Services. Further, TIME cannot guarantee and does not warrant the accuracy of any data or report of TIME Cloud Services delivered to the Customer.
- 18.3.** The Customer understands and agrees that TIME shall under no circumstances be held responsible or liable for situations where the Customer's data is accessed by third parties through illegal or illicit means, including situations of access by exploitation of software security gaps, inherent flaws or weakness in any software, or the Customer's own internal security procedures governing the use of TIME Cloud Services and the conduct of the Customer's users.
- 18.4.** Subject to any service level agreement provided herein, the TIME Cloud Services provided under this Service Schedule are provided on an "as is" basis.
- 18.5.** Neither TIME, its employees, Affiliates, agents, suppliers, sub-contractors, third-party information providers, merchants, licensors or the like, warrant that TIME Cloud Services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of TIME Cloud Services or as to the accuracy, reliability or content of any information services or merchandise contained in or provided through the Managed Services.
- 19. **Renewal of Initial Terms.**** Unless Customer notifies TIME in writing at least 90 days before the expiry of the Initial Service Term, that the Initial Service Term is not to be renewed, the Service shall be automatically renewed for the same duration as the Initial Service Term, on the same General Terms and the terms in this Service Schedule.
- 20. **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.
- 20.1. **MRC on Renewal:**** Clause 6.9 of the General Terms shall be applicable to the Service types listed in this Service Schedule only. At minimum, MRC on renewal will be the same as the last MRC of the Initial Term unless otherwise specified in the renewal Service Order.
- 20.2. **Cancellation Cost:**** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Charges, such Cancellation Cost shall comprise of the following:
- a) any Charges waived by TIME;
  - b) the cost incurred to carry out the installation and provisioning of TIME Cloud Services applicable to the respective Service Order (if any);
  - 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 TIME in order to decommission TIME Cloud Services.

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**20.3. Termination Charges:** Wherever in this Service Schedule it is stated that the Customer is to pay Termination Charges as compensation to TIME, the Termination Charges is equal to the aggregate of the following:

- a) any Charges waived by TIME;
- b) any charges imposed by third party service providers in order to provide the Service (if any);
- c) any other charges reasonably incurred by TIME as a result of the early termination; and
- d) any compensation payable to third party service providers by TIME arising out of, in connection with or related to the provision of TIME Cloud Services to the Customer.

**20.4. Invoice Disputes.** In addition to Clause 6.8 in General Terms, if the Parties are unable to resolve the dispute in relation 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 TIME for TIME Cloud Services;
- b) TIME shall not suspend the Service to the Customer on the ground that the invoice remains outstanding; and
- c) either Party may refer the dispute for resolution.

**21. CONSEQUENCES OF TERMINATION**

**21.1.** If Customer terminates this Agreement pursuant to Clause 8.2 in General Terms or if TIME terminates this Agreement pursuant to Clauses 8.3 or 8.4 in General Terms or pursuant to any other provision in this Service Schedule, then Customer shall pay TIME the Balance Charges, the Termination Charges and all Charges in arrears up to the date of termination.

**21.2.** If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.5 in General Terms, then neither the Balance Charges nor the Termination Charges shall be payable by Customer but the Customer shall pay any Charges that are in arrears up to the date of termination and TIME shall not be liable to the Customer for any losses, damages or expenses suffered.

**21.3** Regardless of the Party terminating the Agreement, TIME Cloud Services shall cease to be provided by TIME on and from the date of termination.

**21.4** In all cases, the Customer shall reimburse TIME for all third-party charges, costs and expenses that are imposed on TIME by such third party in order for TIME to either provide TIME Cloud Services and/or to terminate the service provided by such third parties.