

SPECIFIC TERMS FOR ACASIA REGIONAL CONNECTIVITY (aRC) SERVICES.

The Specific Terms for aRC Services are herein set out below. These Specific Terms including any attachments, appendices, schedules, annexures, if any, will be deemed an integral part hereof for all purposes upon its execution by the Parties and when attached to or referenced to ****the Master Service Agreement/**Master Cooperation Agreement** dated the _____ and executed by ACASIA Communications Sdn. Bhd. ("ACASIA") and _____ ("the Customer") ("the Agreement"). Terms not defined in these Specific Terms shall have the meanings given to them in the Agreement and the Service Order Form, as the case may be. For all intent and purposes and, where applicable, reference to "ACASIA" herein means ACASIA as the "Providing Party" as defined in the Master Cooperation Agreement and, reference to "Customer" herein means the Customer as the "Ordering Party", as defined Master Cooperation Agreement.

1. Definition and Interpretation

1.1 In these Specific Terms, unless otherwise indicated:

"ACASIA" means ACASIA Communications Sdn. Bhd. (Company No. 348170-P) and includes its successors in title and assigns;

"ACASIA Equipment" means the hardware and/or software provided by ACASIA for the purpose of connecting Customer's Equipment to access or use of any of the aRC Services;

"Agreement" means the agreement concluded between the Customer and ACASIA incorporating the main body of the Master Service Agreement or the Master Cooperation Agreement, as the case may be, the Service Order Form and these Specific Terms including all attachments, appendices, schedules, annexures and any such modifications, variations, amendments, or additions, as the parties may agree in writing from time to time;

"aRC Services" or "ACASIA Regional Connectivity Services" means the range of connectivity over ACASIA MPLS platform (ACASIA's MPLS Network) and facility services such as aRC VPN, aRC Private Line, aRC Global Ethernet;

"aRC Global Ethernet" means ACASIA Global Ethernet connectivity over ACASIA MPLS Network;

"aRC Private Line" means ACASIA Private Line Circuit Emulation connectivity over ACASIA MPLS Network;

"aRC VPN" means ACASIA IPVPN connectivity over ACASIA MPLS Network;

"Availability" means a state when any of the aRC Service is not unavailable;

"Contracted Provider" means a third party service provider from whom ACASIA acquire any service or component of a service for the purpose of the provision of or the reselling of the aRC Services to the Customer;

"Contracted Provider's Equipment" means the hardware and/or software provided by Contracted Provider for the purpose of connecting Customer's Equipment to access or use of any of the aRC Services;

"Customer's Equipment" means the hardware and software or any equipment used by Customer or an End User to connect to, access or use any of the aRC Services and includes all equipment owned or rented by the Customer and connected to ACASIA's and Contract Provider's Equipment;

"CPE" or "Customer Premises Equipment" means a terminal or associated equipment located at the Customer's premises and which is connected to ACASIA's telecommunications channel or Network at the demarcation point which is established in a building or premise to separate the Customer's Equipment from ACASIA's Equipment or Contract Provider's Equipment;

"Customer Equipment IP Address" means the IP address provided by ACASIA to the Customer or from Customer's own database, from time to time for use as the IP address for the Customer's Equipment;

"CE" means Customer Edge;

"Early Termination Event" means any termination event within the Term not due to the fault of ACASIA or Force Majeure where upon an aRC Service is terminated;

"Early Termination Fee" means early termination fee payable by the Customer computed in accordance with Clause 10;

"Edge Router" means the ACASIA edge router assigned by ACASIA at a PE Location to connect to an aRC Service;

"End to End" means the connection between ACASIA's Network and Customer Premises Equipment (CPE) at the Customer's premises which act as the demarcation point between ACASIA and the Customer for the provision of an aRC Service under these Specific Terms;

"Exclusion Event" means:

- (a) suspension, cancellation, replacement or withdrawal of an aRC Service in accordance with the Agreement terms, including any suspension or cancellation due to Force Majeure;
- (b) inability to access Customer's or the End User's premises or Customer or the End User failing to release or make available the relevant aRC Services for maintenance where access is reasonably necessary for the provision of the aRC Services;
- (c) a fault reported incorrectly by Customer to ACASIA;
- (d) a fault reported by Customer but confirmed by ACASIA or the report is based on historical alarm;

- (e) any failure of power supply affecting provision of the aRC Services at Customer's or the End User's Premises;
- (f) unavailability of permits or licenses from third parties necessary for supply of the aRC Services, including road digging permits and licences from a building owner or manager;
- (g) unavailability of cabling facilities at Customer's or the End User's premises necessary for supply of the aRC Services;
- (h) fault(s) due to any act or omission by Customer or End User or End User or their agents, contractors or Customers, including failure to comply with this agreement or unavailability of relevant personnel at times necessary for testing or connection;
- (i) outages which do not affect the operation of the aRC Services;
- (j) Planned or Urgent Outage/Maintenance or emergency repairs or modification undertaken by ACASIA in accordance with the Specific Terms;
- (k) suspension or termination of any of the aRC Services in accordance with the Agreement;
- (l) any faults, Unavailability or failure caused or contributed to by (aa) Customer's or End User's act or omission, or any act or omission of a third party (excluding ACASIA's Contracted Provider), or any of their agents, contractors or customers;
- (m) ACASIA's inability to access such Customer's premises or unavailability of necessary cabling facilities at such premises;
- (n) any equipment or software which does not form part of the ACASIA's Network (including any local or public Internet traffic exchange points) or which is owned or supplied by the Customer, End User or a third party (excluding ACASIA's Contracted Provider); or
- (o) for the service level parameter aRC Service Installation, cancellation or variation of a relevant Order by the Customer or the Customer agreeing a new delivery timetable with ACASIA.

"IP" means Internet Protocol;

"IPVPN" means Internet Protocol Virtual Private Network;

Installation means any installation activity related to an aRC Service is to be provided until its demarcation for the use by Customer;

"Installation Charges" refers to One Time Charges (OTC) or Non-Recurring Charges (NRC) of an aRC Service installation;

"Installation Period" means the period between the date ACASIA received signed Service Order Form until the Service Handover Date for an aRC Service;

"Month" or **"month"** means a calendar month;

"MRC" is defined as Monthly Recurring Charges for an aRC Service;

"NNI" means Network to Network Interconnection;

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

"Outage" or **"Unavailability"** or **"Unavailable"** refers to the state of an aRC Service when (a) a Network failure impairs or prevents the Customer to use the aRC Service; (b) the continued use of the aRC Service is impaired or not possible, or (c) certain service level parameters falls outside the prescribed limits;

"Outage Period" or **"Unavailable Period"** refers to the period commencing from:

- (a) in the event the Customer reports the fault, the time when a fault is reported by the Customer through the telephone and/or writing to ACASIA RNOC and acknowledged as a fault by ACASIA with a Trouble Ticket issuance and ending with the time when the ACASIA RNOC returns or attempts to return the circuit to the Customer, as the case may be; or
- (b) in the event ACASIA RNOC detects the fault first, the time when the ACASIA RNOC recognizes the fault condition, if this precedes the Customer notification and acceptance by Customer through the issuance of Trouble Ticket, and ending with the time when the ACASIA RNOC returns or attempts to return the circuit to the Customer, as the case may be.

"Order" means an order for an aRC Service, capacity or other matter including or request to vary or reconfigure an existing service submitted to ACASIA by the Customer in the form specified by ACASIA from time to time;

"OTC" means One Time Charge for a connection of the Port and any Local Loop;

"Planned Outage/Maintenance" means planned activity which impact is an outage to an aRC Service;

"PE" means Provider Edge;

"PE-to-PE" means connectivity between two (2) different PEs;

"PE Router" means the Provider Edge router identified by ACASIA to support connection with Customer Edge router;

"Port" means an aRC VPN Service access at a PE Location;

"Point of Presence" or "POP" means such point or place where ACASIA has its PE located in any specified country;

"Provisioning" means action of providing connectivity for Customer's utilizing of any aRC Services until ACASIA demarcation at Customer's premises;

"Provisioning Fault" means fault during Provisioning stage resulting to the inability by ACASIA to hand over connectivity to the Customer;

"Port IP Address" means the IP address provided by ACASIA to the Customer from time to time for use as the gateway IP address for the Port;

"Ready For Service Date" or "RFS date" refers to the date proposed by the Customer for any of the aRC Services to be ready for technical operation and/or commercial service as indicated in the Service Order Form.

"Site" means a site or location which is specified by the Customer in the Service Order Form.

"Regional Network Operation Centre" or "RNO" is ACASIA's or the Contracted Provider's Network operation Centre to track and manage the fault reporting process. It tracks the activities that arise from a fault reported by Customer till the fault is rectified.

"Service Handover Date" refers to the date when an ARC Service is handed over to Customer after it is successfully tested by ACASIA and no provisioning fault is found and the service is successfully delivered;

"Term" means the initial and minimum period specified in the Order and, if no period is specified, then a period of twelve (12) months after the Service Handover Date;

"Test Period" means a period of three (3) days commencing on the Service Handover Date when ACASIA notifies Customer that an aRC Service is ready for testing;

"Trouble Ticket" is defined as an official number issued by ACASIA to the Customer and used by the Customer to track a perceived Outage and Service Level Agreement (SLA) non-compliance; and

"VPN" means virtual private network.

"Working Day" means any day other than a Saturday, Sunday or public holiday in the place in which any act or transaction contemplated by these Specific Terms is to be performed and reference to "Working Days" shall be construed accordingly.

2. aRC Services Description

- 2.1 A reference to an aRC Services in these Specific Terms is to each individual aRC Service that ACASIA supplied to the Customer under the Agreement.
- 2.2 The “aRC Services” provides connectivity to the Customer via ACASIA Network Port located in a PE Location in the countries listed in clause # (“PE Locations”).
- 2.3 aRC Services may also be provided via ACASIA’s Contracted Provider’s or third party’s MPLS Network which ACASIA has an interconnection with. aRC Services enables secure, any-to-any connectivity, fully managed and cost-effective solution for border-less communications between corporation with multiple branches, sale agents, suppliers and customers across the globe.
- 2.4 The aRC Services speed or bandwidth is provided between 64 Kbps and 1 Gbps. It enables Customer to choose the best solution for their needs.
- 2.5 The aRC Services comprises of a Port and Local Access in which both elements may be coupled together to provide such service.
- 2.6 ACASIA shall provide the aRC Services to the Customer in accordance with the provisions of these Specific Terms. For the purpose of improving the aRC Services, the policy for routing through the ACASIA Network may be changed from time to time at ACASIA’s discretion unless specified during the Order of aRC Service for a permanent route.

3. PE-CE Interface and End customer Access

A range of interfaces are supported (including, subject to availability in each jurisdiction, leased circuit, Ethernet) for the Customer or its End User CE equipment to connect to a Port where such an interface is provided by ACASIA.

4. aRC Services' Class of Service (CoS)

4.1 The aRC Services for aRC VPN and aRC Global Ethernet supports the four classes of service set out below (each a "Service Class") which determines the treatment of traffic at the Port.

ACASIA Class of Service (CoS) Name	Application Example	Service Class Description
Premium	VoIP, Video Conferencing, etc	For voice and video communication. Highly suitable for customers wish to converge their data and voice networks.
Business Plus	Transaction Services	For premium applications that are performance or business sensitive for.
Business	FTP	For normal internal business applications such as server-to server, client-server communications, ftp, etc.
Standard	E-mail, Web	For delay insensitive traffic such as file transfer, email and web browsing.

Table 1: aRC Services CoS Table

4.2 In the Order, Customer must designate which Service Classes are to be made available at each Port and the proportion of total Port capacity which is to be made available for each designated Service Class. IP packets transmitted to a Port will be routed, subject to sufficient bandwidth being available, in accordance with the assigned Service Class. Customer is solely responsible for selection of Service Classes and selection of the distribution of the bandwidth by Service Class. The total Service Class bandwidth selected must equal the relevant Port's bandwidth.

4.3 Customer must select a Service Class for each IP packet transmitted by the Customer at the Port through which the IP Packet enters the ACASIA Network.

4.4 If an IP packet is delivered to a Port without a Service Class having been assigned, ACASIA may:

- (a) handle the IP packet as if it had been assigned the default Standard class; or
- (b) discard the IP packet if the default Standard class is congested.

4.5 Where at any time the relative proportion or volume of IP packets with a particular Service Class presented to a Port exceeds the Port capacity allocated for that Service Class ("Excess Packet"), those Excess Packets may be carried as a lower Service Class if capacity is available.

5. Customer's Equipment

- 5.1 The aRC Services does not usually include the provision or maintenance of any Customer's Equipment. However, on a case to case basis, ACASIA may consider to provide, provision and maintain the Customer's Equipment. ACASIA may provide, provision and maintain the Customer's Equipment via ACASIA's Contracted Provider.

6. Local Loop

- 6.1 Local Loop means the provision of domestic connecting carriage between the PE and the CE and includes any international circuit, connecting the PE to the CE in relation to any of the aRC Services.
- 6.2 Local Loop shall also refer to provision on any access under these Specific Terms.
- 6.3 Where a Local Loop is required by the Customer between the Customer's location in a country and ACASIA's PE in that country and ACASIA agrees to provide (either directly or through a Contracted Provider) that Local Loop, then the aRC Services will include that Local Loop.
- 6.4 If a Contracted Provider varies the charges payable by ACASIA for a Local Loop ACASIA supplies to Customer, ACASIA may make a corresponding variation to the charge payable by the Customer under these Specific Terms for that Local Loop. ACASIA will use reasonable endeavours to give the Customer prior notice of variations to the charges for the Local Loop where ACASIA receives sufficient notice from its Contracted Provider to allow it to do so.
- 6.5 If a Contracted Provider imposes conditions on the use of a Local Loop, the Customer must comply with those conditions. ACASIA will notify the Customer of any conditions imposed by the Contracted Provider on the use of a Local Loop during pre-sales discussions before the Order is submitted. These conditions are subject to change by the Contracted Provider, as advised by ACASIA to the Customer from time to time.

7. Provision and Coverage

The provision of an aRC Service is subject to ACASIA and Contracted Provider having available capacity. The coverage of an aRC Service may vary depending on the geographic and technical capability of ACASIA's Network and/or the Network of Contracted Provider.

8. Order, Testing of Service and Service Handover Date

- 8.1 To place a request for an aRC Service, Customer shall sign and submit ACASIA Service Order Form to ACASIA. ACASIA shall confirm the accuracy of information on the Order and availability of the aRC Service requested. Counter-signature and delivery of the Order by ACASIA to the Customer shall constitute an acceptance of the Order for the aRC Service using ACASIA Service Handover Notification Form.
- 8.2 The Parties may agree in the Service Order Form an RFS Date for the provision of an aRC Service by ACASIA. The RFS Date is however subject to the standard and expedited delivery period of ACASIA and such period may change from time to time. The inability of ACASIA to provide the aRC Service on or before the RFS Date or to meet any other target date will not constitute a breach by ACASIA under the Agreement. If ACASIA fails to make the aRC Service available to the Customer within (90) days of the relevant RFS Date, the Customer may by seven (7) Days prior written notice to ACASIA cancel the aRC Service. Such cancellation will be the sole remedy of the Customer under the Agreement.
- 8.3 Once the aRC Service is available for testing by Customer, ACASIA shall inform the Customer in writing via email that Customer is entitled to a maximum of three (3) Working Days' test period ("Test Period") for the aRC Service test before the Service Handover Date. During the Test Period, the Customer shall be entitled to conduct its tests and ACASIA shall provide all necessary access rights to the Customer to enable it to do so. Hereof, the date of receipt by the Customer of the Service Handover Notification Form will constitute the date of its acceptance of the aRC Service.
- 8.4 ACASIA will provide the Customer with a test period of three (3) Days for the aRC Service commencing on the date ACASIA notifies Customer that the relevant aRC Service is ready for testing ("Test Period"). If, prior to the conclusion of the Test Period:
- (a) Customer notifies ACASIA of a suspected Provisioning Fault, ACASIA will investigate and rectify any Provisioning Fault before re-delivering the aRC Service to the Customer, and a new Test Period will begin on the date of re-delivery. If ACASIA is able to certify through tests that there is no Provisioning Fault, the Customer will be deemed to accept the aRC Service on completion of the "Test Period"; or
 - (b) Customer does not notify ACASIA of a suspected Provisioning Fault, the Customer is deemed to accept the aRC Service on expiry of the three (3) Days Test Period.
- 8.5 If the Customer cancels the aRC Service prior to the Service Handover Date, the Customer shall pay any and all actual costs incurred by ACASIA in provisioning the aRC Service as at the date of the cancellation. ACASIA may at its sole and absolute option set off any costs incurred from any performance guarantee or security deposit (if any) provided by the Customer or otherwise shall be treated as debt due from the Customer.

- 8.6 ACASIA will commence billing Customer on the date immediately following the earlier to occur of:
- (a) expiry of the relevant Test Period, during which the Customer accepts the aRC Service; or
 - (b) the date Customer is deemed to have accepted the aRC Service under this Clause 8 ("Order, Testing and Service Handover Date"),
- 8.7 In this clause 8 ("Testing and Handover Date"), "Provisioning Fault" means any error i.e. error (not 100% error free), packet drop (one-off ping test using 1,000 IP ping packets when performs a from the PE Router to ACASIA 's Equipment at Customer's premises or a loopback IP address on Customer's Equipment used for the aRC Service.

9. Charges and Payment

- 9.1 The Charges payable by the Customer to ACASIA for any aRC Service shall comprise of:
- (a) an Installation Charge for connection of the Port and any Local Loop, if any;
 - (b) a monthly recurring charge ("MRC") for each:
 - (aa) Port;
 - (bb) Local Loop, if any; and
 - (c) any additional charges agreed by the Parties from time to time.
- 9.2 A charge for each Infra Check may be payable in accordance with these Specific Terms and the Agreement.
- 9.3 The Charges shall be notified to the Customer during Order stage.
- 9.4 Payment by the Customer to ACASIA shall be made by telegraphic transfer to the following account:

Bank	: MALAYAN BANKING BERHAD (3813-K)
Bank Address	: Damansara Heights Branch, G-Floor, Block C, Kompleks Pejabat Damansara, Jalan Semantan, Bukit Damansara, 50490 Kuala Lumpur
Account Name	: ACASIA Communications Sdn. Bhd.
Account Type	: Current
Swift Code	: MBBEMYKL
Branch	: Bukit Damansara, Kuala Lumpur, Malaysia

For Payment in USD Currency:-

A/C No : 714329010207

For Payment in MYR Currency:-

A/C No : 014329112575

or to such other ACASIA's bank account as shall be notified in writing from time to time. The Customer shall quote the account and Invoice number when making the payment.

- 9.5 In the event the Customer does not implement its payment obligations within the agreed time frame for payment, interest shall accrue on such past due amounts at a rate equal to twelve percent (12%) per annum in the first working day following the due date for payment. Customer agrees and undertakes to pay ACASIA the interest amount on demand. Interest shall continue to accrue notwithstanding termination of the Agreement for any cause whatever.
- 9.6 Save as otherwise provided herein, the Customer shall comply with Payment Terms as more particular described in the Agreement.

10. Termination

- 10.1 If at any time during the Term the Customer wishes to terminate the aRC Service, then the Customer shall give ACASIA not less than thirty (30) days prior written notice. In such an event, the aRC Service shall be deemed to be terminated on the effective date of the notice, and Clause 10.2 below shall apply.
- 10.2 On termination of the aRC Service in accordance with Clause 10.1 above, the Customer shall be liable to pay ACASIA:
- (a) where the termination date is the same as the expiry date of the Term, the Fees and Charges up to and including the date of termination;
 - (b) if an Early Termination Event occurs during the Term for an aRC Service where a minimum period is set out (Minimum Period), the Customer shall forthwith pay ACASIA Early Termination Fee being the sum equal to the charges that would have been payable by Customer for the relevant aRC Services for the remainder of the Minimum Period, if the Early Termination Event had not occurred;
 - (c) where the termination date is after the expiry of the Term, the Fees and Charges up to and including the date of termination.

10.3 Early Termination during Installation

If an Early Termination Event occurs during installation or prior to Service Handover Date for the aRC Service, the Customer shall forthwith pay ACASIA an Early Termination Fee being the sum equal to the costs reasonably incurred by ACASIA up to the date of the Early Termination Event, including any charges payable by ACASIA to a Contracted Provider.

11. Service Level Guarantee (SLG)

11.1 A service Level Guarantee of 100% on ACASIA MPLS Network availability is offered to the Customer. The SLG 100% shall be maintained from node to node within ACASIA MPLS Network.

11.2 The Service Level will be as follows:

Service Provisioning

- Node to Node: 7 Working Days
- Node/End to End: 30 Working Days subject to local access providers infra availability

Service Availability

- Node to Node: 100%
- *Node/End to End: 99.8%

*End to End SLG will be offered on case by case basis requirement and customized based on access provider's commitment.

Rebate will be in accordance to the following rebate tables (11.3, 11.4, 11.5 and 11.6).

11.3 Rebate Table for Service Provisioning (Node to Node)

Service	Service Level	Rebate Offered (% Of Port One Time Charge)
aRC Services Implementation	<p>Provided by RFS date that ACASIA shall compensate Customer for any delay by rebating a percentage of the installation charge.</p> <p>Delay:</p> <ul style="list-style-type: none"> 1 to 2 working day(s) 3 to 4 working days 5 to 6 working days > 6 working days <p>Exclude delay caused by Customer, Force Majeure and reasons beyond ACASIA's control.</p>	<p>5%</p> <p>10%</p> <p>15%</p> <p>20%</p>

11.4 Rebate Table for Service Provisioning (Node/End to End)

Service	Service Level	Rebate Offered (% of One Time Charge)
aRC Services Implementation	<p>Provided by RFS date that ACASIA shall compensate Customer for any delay by rebating a percentage of the installation charge.</p> <p>Delay:</p> <ul style="list-style-type: none"> 1 to 2 working day(s) 5% 3 to 4 working days 10% 5 to 6 working days 15% > 6 working days 20% <p>Exclude delay caused by Customer, Force Majeure and reasons beyond ACASIA's control.</p>	

11.5 Rebate Table for Service Availability (Node to Node)

Service	Service Level	Rebate Offered (% Off Port Monthly Recurring Charge)
Monthly Average Service Availability	99.8% to < 100% > 0.00 hrs – 1.44 hrs of unavailability	3%
	99.6% to < 99.8% 1.44 hrs – 2.88 hrs of unavailability	5%
	99.4% to < 99.6% 2.88 hrs – 4.32 hrs of unavailability	10%
	99.2% to < 99.4% 4.32 hrs – 5.76 hrs of unavailability	13%
	99.0% to < 99.2% 5.76 hrs – 7.20 hrs of unavailability	15%
	Below 99.0% > 7.20 hrs of unavailability	20%

11.6 Rebate Table for Service Availability (Node/End to End)

Service	Service Level	Rebate Offered (% Off Monthly Recurring) Charge)
Monthly Average Service Availability.	99.6 % to < 99.8 % 1.44 hrs – 2.88 hrs of unavailability	1%
	99.4 % to < 99.6 % 1.44 hrs – 4.32 hrs of unavailability	3%
	99.2 % to < 99.4 % 4.32 hrs – 5.76 hrs of unavailability	5%
	99.0 % to < 99.2 % 5.76 hrs - 7.20 hrs of unavailability	10%
	Below 99.0 % More than 7.20 hrs of unavailability	13%

11.7 Where the delivery of performance of an aRC Service is affected by one more of the Exclusion Events, ACASIA has no liability to the Customer in respect of any guarantee or other obligations under the Service Level Agreement.

11.8 Compensation Procedure

In the event that the Customer disputes ACASIA's record on the Service Level of the circuit and/or as to the amount of the Compensation due to the Customer, the Customer shall not be entitled to the Compensation specified, until and unless the dispute has been resolved.

- I. Customer must submit the claim to ACASIA, in writing, within
 - a) 90 days from the date of service disruption for rebates relating to Service Performance level, and
 - b) 90 days from the Service Handover Date for rebates relating to Service Provisioning level.

- II. The guarantee provided by ACASIA and the Compensation granted hereunder is personal to the Customer, and is non-transferable. The guarantee and the Compensation hereunder are subject to all the existing circuit service schemes, ACASIA Partners' Telecommunication Authority Act and any rules or regulations made hereunder. Notwithstanding anything to the contrary herein contained or implied, if the Customer qualifies to make any claim hereunder, ACASIA shall honour its obligations in respect thereof. But in the event of a dispute as to whether the Customer qualifies to make a claim or as to the quantum of the claim payable to the Customer, ACASIA's decision on the matter or issues shall prevail.

- III. Except for the Compensation as provided in this SLG scheme fails to keep its guarantees, ACASIA shall not be liable for the Customer or any person claiming through the Customer for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, such as, but not limited to, loss of profits or business and irrespective of whether the claim arises in contract, tort (including negligence of ACASIA partners, its servant or agents), or any other legal theory.
- IV. Notwithstanding anything to the contrary herein contained, the Customer shall not be entitled to make any claim under this SLG Scheme in the following circumstances:
- a) Provision of the circuit under promotional packages or trials with or without any fees or charges.
 - b) Disconnection and/or reconnection of the circuit due to non-payment of any charges payable to ACASIA or where the circuit is disconnected by reason of it being used for any illegal or unlawful purpose.
 - c) Fault due to the Customer-owned-and-maintained equipment and / or cabling network.
 - d) Provision and restoration of the circuit where overhead poles erection is involved, or where any site co-ordination meeting is involved, or where any offshore islands are involved, or where ACASIA's Partners needs to obtain or maintain any licence, way leave, permission or easement necessary to the provision or maintenance of the circuit.
 - e) ACASIA staff and/or its agent have problems to access or work in the Customer's premises due to the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state.
 - f) Provision of the circuit upon the Customer's requested appointment time on the RFS date or on a date different from RFS date as agreed or, later the RFS date is changed by the Customer.
 - g) Delay in provision or restoration of the circuit caused by factors including but not limited to removal of or damage to ACASIA Partners' Distribution Point, cables or poles by whomsoever and for whatsoever reasons.
 - h) Provision of the circuit in the areas where there is no existing or sufficient ACASIA cable or equipment capacity in the vicinity.
 - i) Causes beyond ACASIA control including but not limited to catastrophic incidents, riots, vandalism, lightning, power failure, fire, flood, earthquake, emergency, curfew, industrial disputes, acts of omission of any person for whom ACASIA is not responsible or any causes whether similar or otherwise outside ACASIA control.
 - j) Provision of the circuit for temporary usage;

- k) Unless already specified above, under any of the Exclusion Events

12. Additional Operational Requirements

- 12.1 The provisions of this clause (“Additional Operational Requirements”) supplements the ordering and provisioning clauses in the Agreement in relation to the aRC Services.
- 12.2 Complex Network can be ordered using the Order as a cover sheet. The Network requirement can be stipulated in spreadsheet format.

13. Infra Check for Provisioning Standard

- 13.1 Where the Customer has requested an Infra Check and Provisioning Standard for an aRC Service, the Customer must submit a request for a Infra Check to determine the costs and timing of fulfilling such an Order. The Infra Check will be in the format and include the information required by ACASIA.
- 13.2 ACASIA will use reasonable efforts to provide the Customer, within 7 Working Days, where the Infra Check relates to the ACASIA Network, or 20 Working Days, where the Infra Check does not relate, or does not relate in part, to the ACASIA Network, of the request, with a Infra Check report, indicating:
 - (a) the availability and capacity in the ACASIA Network and/or the telecommunications Network of ACASIA’s Contracted Provider or other telecommunications carriers to support the provision of the relevant aRC Service as at the date of the Infra Check;
 - (b) the estimated timeframe for connection of an aRC Service (if ordered within the Infra Check Validity Period as defined in clause 13.3 below (“Infra Check for Provisioning Standard”));
 - (c) any estimated additional costs or requirements to establish the aRC Service; and
 - (d) any other matters ACASIA considers to be relevant.
- 13.3 The Customer will have 20 Working Days from the date that ACASIA provides the Infra Check to the Customer (“Infra Check Validity Period”) to place an Order for the aRC Service which is the subject of the Infra Check.
- 13.4 Customer must pay the charge specified by ACASIA for the Infra Check, unless the Customer places an Order for the aRC Services which is the subject of the Infra Check within the Infra Check Validity Period and ACASIA accepts that Order.

14. Access to Premises

- 14.1 In addition to the requirements set out in the Agreement, the Customer shall ensure that its End User:

- (a) provide ACASIA, at no cost to ACASIA, with all necessary utility services (such as electricity and air conditioning) as reasonably required by ACASIA for the provision of the aRC Services and the proper operation of equipment necessary to provide the aRC Services; and
 - (b) provide ACASIA, at no cost to ACASIA, all assistance and take all safety precautions as may be reasonably necessary to ensure the safe and proper performance by ACASIA of all work, at the Customer's premises.
- 14.2 ACASIA will connect existing End User or the Customer building cabling to the aRC Service provided that:
- (a) the cabling has been installed by a registered cabling service provider; and
 - (b) the cabling has been installed to and continues to meet minimum technical requirements determined by the relevant regulator in the terminating locations.
- 14.3 Customer must ensure that a standard mains voltage DC and AC, 3 pins power point sockets with associated neon light is provided within one meter of the required installation site for each aRC Services line terminating equipment that is not accommodated in a telecommunications equipment cabinet.

15. Planned Outage/Maintenance Activities

- 15.1 ACASIA shall give advance notification for all Planed Outage/Maintenance as follows:
- (a) At least 14 Working Days for Normal Planned Outage/Maintenance with or without Outage prior to the activity;
 - (b) At least 3 Working Days for Urgent Planned Outage/Maintenance with or without Outage prior to the activity;
 - (c) At least 24 hours for Emergency Planned Outage/Maintenance with or without Outage prior to the activity.
- 15.2 Normal Planned Outage/Maintenance
- (a) Normal Planned Outage/Maintenance is defined as a planned work or maintenance activity that does not require immediate action by ACASIA to attend to a failure of a function on the infrastructure or equipment and has no immediate impact to the aRC Service. However, Outage might occur depending on the type of work needed to be done to rectify a problem.
 - (b) Normal Planned Outage/Maintenance may usually be carried out at any time around midnight when the Customer's traffic is expected to be at the minimum

or at such time to be mutually agreed between ACASIA and Customer and/or End User.

15.3 Urgent Planned Outage/Maintenance

- (a) Urgent Outage/Maintenance is defined as an unplanned work and maintenance activity that needs immediate attention and action by ACASIA to rectify a critical failure of the infrastructure that may not have immediate impact to the aRC Service but will have immediate impact to the majority of the customers' circuits if the problem is not attended to urgently.
- (b) Customer is to be notified by telephone and/or e-mail, at least 3 Working Days prior to the activity. Urgent Outage/Maintenance shall be carried out around midnight when the Customer's traffic is expected to be at the minimum or any time that ACASIA feels best or appropriate to ensure minimal impact to the aRC Service.

15.4 Emergency Planned Outage/Maintenance

- (a) Emergency Outage/Maintenance is defined as an unplanned work and maintenance activity that needs immediate attention and action by ACASIA to rectify a critical failure of the infrastructure that may not have immediate impact to the aRC Service but will have immediate impact to the majority of the customers' circuits if the problem is not attended to urgently.
- (b) Customer is to be notified by telephone and/or e-mail, at least 24 hours prior to the activity. Emergency Outage/Maintenance shall be carried out around midnight when the Customer's traffic is expected to be at the minimum or anytime that ACASIA feels best or appropriate to ensure minimal impact to the aRC Service.

16. aRC Services PE Routers / Node Locations

16.1 The aRC Services PE or POP (Point of Presence) Locations on the ACASIA Network are set out in the table below. Customer acknowledges that ACASIA may at its discretion make changes to the list below. Customer shall verify with ACASIA whether there have been any changes to the table, as it is updated from time to time.

Country	PE Location
Malaysia	Plaza VADS, Level 8, No 1, Jalan Tun Mohd Fuad, Taman Tun Dr Ismail, 60000, Kuala Lumpur, Malaysia
Singapore	Level 7, Singapore Equinix, 20 Ayer Rajah Crescent, 139964, Singapore

Thailand	TCCT Data Centre @ Bangna (BNDC), 3rd Floor, Inter Link Building, 1854, Bangna Trad Road, Bang Na, Bangkok 10260, Thailand
Philippines	PLDT VITRO IDC, Danny Floro Corner C.P. Garcia Sts. Bagong Ilong, 1600, Pasig City, Philippines
Indonesia	Cyber Building 1 - 7th Floor Jalan Kuningan Barat No. 8, First Floor- Jakarta Selatan, DKI Jakarta, Indonesia
Brunei	Telbru Telephone House, Datacom Datacenter, CTO Divison, 1st Floor, New Wing, Telephone House, Telekom Brunei Berhad, Jalan Istana Darussalam, Kg Sumbiling, Bandar Seri Begawan, BS8511, Brunei Darussalam
Vietnam	VTN2 Building, 125, Hai Ba Trung Str, Dist 1, Ho Chi Minh City, Vietnam

Table 2: aRC Services PE Routers / Node Locations Table

Agreed and Accepted:

[Insert Company's Name]

By :
Designation :

ACASIA Communications Sdn. Bhd.

By :
Designation :

Accepted and made effective on the [<insert Effective Date>](#) [Effective Date]

APPENDIX A

SPECIAL CONDITIONS FOR CUSTOMER'S EQUIPMENT (OWNED BY CUSTOMER ONLY)

1. CONNECTION TO ACASIA'S EQUIPMENT/CONTRACTED PROVIDER'S EQUIPMENT

1.1 The Customer shall:

- (a) provide ACASIA or the Contracted Provider at no cost a set of guide book which contain with respect to the Customer's Equipment, sufficient information of the particulars of operation and its description, building and drawing particulars, drawing picture of electric circuit type, complete description of its circuit and its maintenance and requirement procedures. Except with the permission of ACASIA in writing, the Customer shall make no changes or modification whether on the Customer's Equipment or any details or specification contained in the said guide book;

- (b) The Customer shall be responsible to ensure that Customer's Equipment and its usage shall at all times comply with the local laws, rules and regulations. The Customer shall upon request made by any ACASIA's authorized representative forward to him documentary evidence to his satisfaction confirming that the Customer's Equipment has been tested and regularly serviced and also complied with the said rules and regulations;
 - (c) The Customer shall fix and connect the Customer's Equipment to ACASIA's Equipment or the Contracted Provider's Equipment to the satisfaction of ACASIA and ensure that the Customer's Equipment is operated in proper way as not to cause any interruption to the smooth and efficient operation or the maintenance of any plants or ACASIA's power connection to a state where damages or interruption to its smooth and efficient operation may occur.
- 1.2 The Customer shall at all times maintain the Customer's Equipment to be in good condition and in compliance with the specifications when Customer's Equipment is connected to ACASIA Equipment or the Contracted Provider's Equipment.
 - 1.3 If requested by any ACASIA's authorized representative, the Customer shall without any cost or expense to ACASIA or the Contracted Provider, inspect and conduct a test on the Customer's Equipment whether it is connected or not to ACASIA's Equipment or the Contracted Provider's Equipment to ascertain that the Customer's Equipment is in good condition and complies with the specifications. An authorized representative of ACASIA may be present when the test and inspection are carried out.
 - 1.4 Notwithstanding anything or without prejudice to the provisions contained in sub-paragraph above, ACASIA reserves the right to test and inspect the Customer's Equipment at any reasonable times (if necessary) in the premises of ACASIA or the Contracted Provider's premises in the manner determined by ACASIA to ensure that the Customer's Equipment is in good condition and complies with the specification. ACASIA may at its discretion, impose reasonable charges for the inspection and testing and the Customer shall upon demand pay such charges to ACASIA.
 - 1.5 The Customer shall at its own cost and expenses, make an agreement with the supplier of the Customer's Equipment to immediately provide skilful local technical staff to test the Customer's Equipment and provide other services deemed fit by ACASIA to ensure that the Customer carry out its obligations herein.
 - 1.6 ACASIA shall not be liable for any breach of law, damages to property or injury to any persons due to fire, electric shock or other mishaps as a result to the use, operation or connection of the Customer's Equipment to ACASIA's Equipment or Contracted Provider's Equipment and the Customer shall discharge and indemnify ACASIA and Contracted Provider of any action or claim in respect of the breach, damage and injury.

- 1.7 ACASIA shall not be responsible for any unsatisfactory operation, performance or reliability of the Customer's Equipment when it is connected to ACASIA's Equipment or Contracted Provider's Equipment. However, ACASIA shall maintain ACASIA's Equipment or cause the Contracted Provider's to maintain the Contracted Provider's Equipment (subject to the provision of these Specific Terms) to comply with the requirement of standard operation performance set by ACASIA in respect of ACASIA's Equipment or Contracted Provider's Equipment when it is not connected to the Customer's Equipment. The reporting processes are as follows:
- (a) the Customer shall before reporting any breakdown of ACASIA's Equipment or Contracted Provider's Equipment carry out a series of tests and inspections on the Customer's Equipment to ascertain that the breakdown was not caused by any of their equipment. ACASIA, upon receiving the report shall conduct a series of test and inspection on ACASIA's Equipment or cause the Contracted Provider's Equipment to be tested and inspected (by removing it from the Customer 's Equipment) as would normally be the requirement of the standard operation performance set by ACASIA for it when it is not connected to the Customer's Equipment;
 - (b) if the result of the series of test and inspection show that ACASIA's Equipment or the Contracted Provider's Equipment does not fulfil the requirement of the standard operation performance, the Customer will not be charged for the test or inspection and will not be liable to pay any cost incurred by ACASIA to remedy the breakdown;
 - (c) if the result of the series of tests and inspections shows that ACASIA's Equipment or Contracted Provider's Equipment complies with the requirement of the standard operation performance, the Customer shall upon demand pay all cost incurred by ACASIA to carry out the said series of test and inspection;
 - (d) in such case as mentioned in clause (c) above, ACASIA may upon the Customer's request render assistance to Customer to conduct technical assistance, testing and/or inspections after being notified of the results of ACASIA's testing and inspections at a cost and upon such terms and conditions to be mutually agreed between the parties before any assistance is rendered or testing and inspections conducted by ACASIA provided that:
 - (i) ACASIA is qualified to make the said investigation; and
 - (ii) the Customer shall bear all expenses in respect of the same.

