

## **SPECIFIC TERMS FOR ACASIA MANAGED INTERNET SERVICES (aXIS).**

The Specific Terms for ACASIA Managed Internet Services also known as aXIS herein, set out below. This 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 reference to the Master Service Agreement dated \_\_\_\_\_; executed by

ACASIA Communications Sdn. Bhd (Company No.: 19950108967(348170-P)) ("ACASIA") and includes its successors in title and assigns also defined as Providing Party;

**Customer Name** ("Customer") means the party that subscribing aXIS also known as Ordering Party.

Terms not defined in this Specific Terms shall have the meanings given to them in the Part 1 of the Agreement and the Service Order Form, as the case may be.

### **1. DEFINITIONS & INTERPRETATION**

**ACASIA Engineer** means ACASIA personnel that manage the provisioning and coordination of aXIS.

**After-sales support** means the coordination work to be performed and extended by ACASIA after the successful provisioning of the service.

**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.

**aXIS** or Service means managed broadband internet service provided by the contracted provider and/or ISP within ACASIA partner network coverage which delivers internet bandwidth through wired and wireless technologies at various network speeds, including all terms and conditions set forth by the ISP under the provision of service. Our offerings for aXIS are divided to 2 packages; wired (aXIS Fixed) consisting of Supreme and Elite and wireless (aXIS Mobile) consisting of Active and Social).

**Billing Start Date** or **BSD** refers to the date as specified in the handover letter and the invoice prepared by ACASIA to the Customer for all charges, fees or expenses under the terms stated herein which will be payable by the Customer.

**Contract Period** means the initial and minimum period specified in the SOF and it is effective from the Bill Start Date.

**Contracted Provider** means a third party service provider from whom ACASIA acquire any service or component of a service for the purpose of reselling the aXIS to the Customer.

**Customer Equipment** means the hardware and software, or any equipment used by Customer or an End User to connect to, access or use aXIS and includes all equipment owned or rented by the Customer and connected to ACASIA's or ISP's Equipment.

**Customer Edge (CE)** or CE router or any equipment at Customer premises.

**Customer Premises Equipment or CPE** means a terminal or associated equipment located at the Customer's premises and which is connected to ACASIA's telecommunications channel at the demarcation point which is established in a building or premise to separate the Customer(s)' Equipment from ACASIA's and ISP Equipment.

**Charges** means any charges as per depicted in the SOF or Annexe(s) or described in this Agreement.

**Dedicated Internet Access ("DIA")** means a connection delivered via Ethernet or private-line circuits, that is not shared with other customers.

**Elite** means the broadband service for customer to have a reliable internet connectivity.

**End User** means the person-in-charge who is directly engage with ACASIA or ACASIA's Contracted, or ISP Provider permitted to use or access aXIS at the Site.

**Handover Date** refers to the date when the Service is handed over to Customer after it is successfully tested, delivered and accepted by Customer.

**Handover Notification Form or HNF** is the official document provided by ACASIA to notify Customer the Service readiness.

**Installation** means installation of aXIS and its network equipment. This is excluding of installation of Customer equipment i.e. CE Router, if any.

**Internet Service Provider or ISP** means the infrastructure provider that provides aXIS Service.

**ISP's Equipment** means ISP's equipment refers to indoor equipment provided by the ISP and will be at all time subjects to ISP to provide and maintain.

**Mobile** means unwired solution services for the Customer to have wirelessly connectivity.

**Order** means order for aXIS Service, capacity or other matter including or request to vary or reconfigure existing service submitted to ACASIA by Customer in the SOF specified by ACASIA from time to time.

**Provisioning** means installation or providing the service until ACASIA demarcation at Customer / End User premises.

**Ready for Service Date or RFS Date** refers to the date proposed or requested by the Customer for the Service(s) to be ready for technical operation and/or commercial service as indicated in the Order or the SOF. This date might not be Handover date.

**Regional Network Operation Centre or RNO** is ACASIA engineering team that manage the fault reporting process. It coordinates the activities that arise from a fault reported by Customer till the fault is rectified.

**Site** means a site or location for installation which is specified by the Customer in the SOF.

**Service Order Form or SOF** means the order form to be completed by the Customer to subscribe the Service, which shall be substantially in the form (if any) set out in the relevant annex or schedule (s) or such other form as ACASIA may specify from time to time.

**Supreme** means the DIA service for the Customer to have a dedicated internet access.

## **2. aXIS SERVICE DESCRIPTION**

- 2.1 aXIS, in this Specific Terms is in reference to each individual aXIS service that ACASIA provides to Customer under this Agreement.
- 2.2 aXIS will be provided at the Site as per specified in related SOF.
- 2.3 Any changes of the aXIS package are subject to the ISP's terms and condition and may subject to change without prior notice.

## **3. ACCEPTANCE OF ORDER**

- 3.1 Prior to order acceptance, infra checking via system shall be conducted based on the Site address and ACASIA shall confirm that aXIS can be provided at the Site based on infra check result.
- 3.2 The provision of an aXIS is subject to ACASIA, ACASIA's Contracted Provider and ISP's infrastructure coverage.
- 3.3 Customer must complete all the information requested in the SOF inclusive and not limited to the full address of the Site, latitude, and longitude, residing company name, contact number, contact person detail and the End User that will be presence at the Site. Failing to provide the accurate information may cause the Service provisioning to be delayed.
- 3.4 Customer must ensure their premise is conducive for aXIS's Installation and make sure the readiness of internal wiring for Installation purpose.
- 3.5 Any cost for internal wiring shall be borne by the Customer.

## **4. PROVISION AND INSTALLATION**

- 4.1 ACASIA will contact the Customer to arrange the appointment for aXIS installation prior to aXIS installation day and subject to notification by ISP's. ACASIA will commence the installation only if the Customer confirms the appointment schedule. The Customer is responsible for obtaining necessary access and right-of-way from building management for aXIS installation, if any.
- 4.2 If the Service Installation is not completed during the first visit as per clause 4.1 and due to Customer related issue, the preceding action to complete the aXIS installation is chargeable and will be imposed to Customer in accordance to aXIS Standard Charge Rate. All subsequent visit that has been agreed will be notified to Customer in writing subject to the Standard Charge Rate.
- 4.3 It is Customer's responsibility to make sure that there are enough mains socket power outlets at the site to provide a power supply for any equipment which may form part of the aXIS Installation.

**5. TESTING OF SERVICE AND COMMENCEMENT DATE**

- 5.1 After aXIS Installation is completed, a test will be performed to verify aXIS is up for handover to Customer. The speed test will be at least 70% of the subscribed speed. Failing to fulfil these tests, ACASIA will request the ISP to troubleshoot until the issue is resolved.
- 5.2 Upon a successful aXIS Installation and Testing, the BSD shall command, and ACASIA will send a written notification on the Handover Date to the Customer. Subsequently a Handover Notification Form will be provided to Customer to acknowledge the handover of the service(s).
- 5.3 If Customer cancels the aXIS Service prior to the Handover Date, Customer shall pay all charges as stated in the SOF and all costs incurred by ACASIA for the service as at the date of the cancellation. ACASIA may at its sole and absolute option set off any costs incurred from any security deposit or call upon the bank guarantee (if any). Failing which such amount shall be deemed to be a debt which is due and owing to ACASIA and be recoverable by ACASIA from the Customer by way of civil suit or otherwise.

**6. SERVICE LEVEL AGREEMENT**

- 6.1 aXIS Elite and aXIS Mobile commands by way of "best effort" service which means the potential speed that can be obtained will depend on the load on the line at the time of using the aXIS Service (s) and will subject to the ISP's Package as per clause 2.3. There is no Service Level or rebate commitment provided.
- 6.2 As for the aXIS Supreme (DIA), ACASIA provides the Service Level Agreement to the Customer, and it shall be substantially identical to the terms of ISP's offering.

**7. CHARGES AND PAYMENT**

- 7.1 The charges shall be notified and written in the SOF, and at all time subject to 6% Malaysia SST.
- 7.2 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.

Save as otherwise provided herein, the Customer shall comply with Payment Terms as more particular described in the Agreement.

7.3 aXIS Standard Charge Rate maybe imposed subject to the following condition:-

- a) Installation is not completed during the first Site Visit as per clause 4 and due to Customer related issue, the preceding action that has been agreed between ACASIA and Customer to complete aXIS installation is chargeable and will be imposed to Customer in accordance to aXIS Standard Charges Rate.
- b) Any request for ACASIA Engineer to be present at Customer Site during customer activity or any change request to the aXIS equipment that is not standard or stipulated in the SOF.

7.4 aXIS Standard Charge Rate is USD 100 for the first 100 kilometer radius from ACASIA office and USD 15 per subsequent kilometre and will be automatically charge upon execution of Clause 7.3.

## **8. FAULT REPORTING**

8.1 Any fault Customer may detect in relation to the aXIS Service must be reported to ACASIA as soon as possible by calling Helpdesk at+ 603 22411 1141 or email to [support@acasia.net](mailto:support@acasia.net) or as per stipulated in the HNF.

## **9. TERMINATION**

9.1 Contract Period of the Service is based on the term as stipulated in the SOF.

9.2 Thirty (30) Days termination notice is required to terminate the Service upon expiry of the Contract Period.

9.3 Early termination fee will be imposed on the Service to Customer who terminate aXIS Service before the end of the minimum subscription period subject to the ISP terms and conditions.

9.4 Customer must return the ISP's Equipment to the nearest ISP's outlet upon the termination date of the Service, failing which may result to additional Charge by ISPs

9.5 Any request for ACASIA to return the ISP's equipment may subject to aXIS Standard Charges Rate as per Clause 7.

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**Schedule 1**

**aXIS Service Order Form (SOF).**

**Appendix A**  
**SPECIAL CONDITIONS FOR CUSTOMER EQUIPMENT (OWNED BY CUSTOMER ONLY)**

**CONNECTION TO ISP'S EQUIPMENT**

1. The Customer shall provide ACASIA at no cost a set of guide book which contain with respect to Customer 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 Equipment or any details or specification contained in the said guide book.
2. The Customer shall be responsible to ensure that Customer Equipment and its usage shall at all times comply with the local law and regulation. The Customer shall upon request made by any ACASIA's authorised officers forward to him documentary evidence to his satisfaction confirming that the Customer Equipment has been tested and regularly serviced and also complied with the said rules and regulations.
3. The Customer shall fix and connect the Customer Equipment to ISP's Equipment to the satisfaction of ACASIA and ensure that the Customer 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. In addition the Customer shall:
  - (a) The Customer shall at all times maintain the Customer Equipment to be in good condition and in compliance with the specification when Customer Equipment is connected to ISP's Equipment.
  - (b) If requested by any ACASIA's authorised officers, the Customer shall without any cost or expense to ACASIA, inspect and conduct a test on the Customer Equipment whether it is connected or not to ISP's Equipment to ascertain that the Customer Equipment is in good condition and complies with the specification. An authorised officer of ACASIA may be present when the test and inspection are carried out.
  - (c) 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 in the manner determined by ACASIA to ensure that the Customer 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.
4. The Customer shall on its own expenses, make an agreement with the supplier of the Customer Equipment to immediately provide skilful local technical staff to test the Customer Equipment and provide other services deemed fit by ACASIA to ensure that the Customer carry out its obligations herein.
5. 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 Equipment to ISP's Equipment and the Customer shall discharge and indemnify ACASIA of any action or claim in respect of the breach, damage and injury.
6. ACASIA shall not be responsible for any unsatisfactory operation, performance or reliability of the Customer Equipment when it is connected to ISP's Equipment. However, ACASIA shall maintain ISP's Equipment (subject to the provision of this Specific Terms) to comply with the requirement of standard operation

performance set by ACASIA in respect of ISP's Equipment when it is not connected to the Customer Equipment. The reporting processes are as follows:

- (a) The Customer shall before reporting any breakdown of ISP's Equipment carry out a series of tests and inspections on the Customer 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 ISP's Equipment (by removing it from the Customer 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 ISP'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 ISP'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:
  - (ii) ACASIA is qualified to make the said investigation; and
  - (iii) The Customer shall bear all expenses in respect of the same

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