

SERVICE ORDER FORM - AGREEMENT TERMS AND CONDITIONS

1. **Provision of the Service.** X86 Network Sdn. Bhd. ("X86 Network") will provide the Customer with the services described in the Service Order (collectively, the "Service"), subject to these Terms and Conditions ("SOA Terms"). X86 Network reserves the right to reject any Service Order at its sole discretion. Service provisioning is subject to the continuing availability of capacity and facilities. By signing the Service Order, the Customer confirms that the authorized signatory has full authority to bind the Customer to these SOA Terms.
2. **Agency Authorization.** These SOA Terms authorize X86 Network to act as agent for the Customer solely to the extent necessary to provide the Service. This includes ordering, modifying, or terminating telecommunications facilities on the Customer's behalf. X86 Network shall not exceed the scope of services agreed in the Service Order without prior written approval from the Customer.
3. **Term and Renewal.**
 - A. **Initial Term:** The Service shall be provided for the term specified in the Service Order ("Initial Term"). These SOA Terms remain in effect until the applicable Service Order is terminated or expires.
 - B. **Automatic Renewal:** Unless either party provides written notice of non-renewal at least 30 days prior to the end of the Initial Term, the Service Order will automatically renew on a month-to-month basis until terminated by either party with 30 days' written notice.
 - C. **Termination During Renewal:** Any termination during a Renewal Term remains subject to Section 8 of these SOA Terms.
4. **Billing.**
 - A. **Start of Service Date:** The "Start of Service Date" is the date on which X86 Network notifies the Customer in writing that the Service is ready for use.
 - B. **Invoicing:** X86 Network shall invoice via electronic mail, and Customer shall pay in advance on a monthly basis for the Service Order, the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and all excise, sales, use, or other taxes, fees, surcharges, and charges applicable to the Service (collectively, "Taxes"). Payment terms are as set out in Clause 5.
 - C. **Tax Obligations:** All payments made by Customer under these SOA Terms shall be made without any deduction or withholding for or on account of any Tax. If Customer is required by law to make any deduction or withholding from any payment due hereunder to X86 Network, then, notwithstanding anything to the contrary contained in these SOA Terms, the gross amount payable by Customer to X86 Network shall be increased so that, after any such deduction or withholding for Taxes, the net amount received by X86 Network will not be less than X86 Network would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that Customer should have made a deduction for withholding for or on account of any Taxes with respect to all or a portion of any payment made hereunder, Customer hereby agrees to indemnify X86 Network for Taxes and to hold X86 Network harmless on an after-tax basis from and against any such Taxes, interest or penalties levied or asserted against them in connection therewith.
 - D. **Service Tax (SST) Applicability:** Pursuant to the Service Tax Act 2018, the Service provided hereunder is classified as a telecommunication service and is subject to the prevailing Service Tax (SST). X86 Network shall apply SST to all invoiced amounts unless the Customer provides verifiable documentation proving it holds a valid license issued by the Malaysian Communications and Multimedia Commission (MCMC) and strictly qualifies for a business-to-business tax exclusion under applicable customs regulations.
 - E. **Stamp Duty:** Stamp duty up to 0.5% of the Total Contract Value (TCV) shall be borne by the Service Requestor, as required by the Government of Malaysia.
 - F. **Foreign Currency Adjustment:** Customer acknowledges and agrees that X86 Network may adjust rates for Service solely on a pass-through basis to the extent that the underlying services are provided from a supplier in a foreign currency.
5. **Payment.**
 - A. **Payment Terms:** All invoices are due on receipt, payable by company cheque, wire transfer, or online banking/interbank transfer in available funds.
 - B. **Late Payment:** If any amount due on any invoice is not received by X86 Network within thirty (30) days of the invoice date ("Payment Date"), then, in addition to any other remedies available to X86 Network (including, but not limited to, those set forth in Section 8), X86 Network may in its sole discretion:
 - i. impose a late payment penalty in the amount of one point five percent (1.5%) per month of the amount due;
 - ii. require Performance Assurance in the form of an advance payment as set forth in Section 6 below.
6. **Credit.**
 - A. **Credit Review:** X86 Network reserves the right to conduct a review of Customer's credit rating, credit history, and payment history. Such a review may be initiated under any of the following circumstances:
 - i. Prior to the Effective Date of the Service Order;
 - ii. Upon two (2) or more late payments within any rolling 12-month period;
 - iii. Upon a material adverse change in Customer's financial condition or business prospects, supported by verifiable evidence; or
 - iv. Upon Customer entering into any insolvency, restructuring, or creditor arrangement proceedings.
 - B. **Performance Assurance:** X86 Network may, as a condition of providing new Services or continuing to provide Service, require Customer to tender a Performance Assurance payment, or to increase or renew an existing Performance Assurance payment, upon the occurrence of any condition set out in Clause 6A. Such Performance Assurance payments shall take the form of advance payments equal to the total of all MRCs and NRCs for the Service for up to six (6) months or such lesser amount as X86 Network otherwise requires, and shall be applied against Customer's charges due under the Service Order (or any other Service Order to which Customer is a party) over the series of months following receipt; provided, however, that Customer shall remain obligated to continue to pay for Services each month in order to maintain the level of the Performance Assurance payment. Any request for a Performance Assurance payment hereunder shall be honoured by Customer within thirty (30) days of request by X86 Network.
 - C. **Set-Off Rights:** Notwithstanding anything in these SOA Terms to the contrary, payments due are not subject to reduction, set-off, or adjustment of any nature by Customer, except where:
 - i. X86 Network has acknowledged in writing a billing error on the relevant invoice; or
 - ii. A credit has been formally issued by X86 Network pursuant to the SLA provisions under Section 9.
 - iii. Any such permitted set-off shall be limited to the exact amount of the acknowledged error or issued SLA credit only.
 - D. **Service Suspension:** If Service is suspended or terminated by X86 Network because of any non-payment or other breach of these SOA Terms by Customer, no service interruption shall be deemed to have occurred.
 - E. **Legal Fees:** If X86 Network initiates legal action to pursue collection of any amount due under this Service Order, Customer shall be responsible for and agrees to pay for any and all attorneys' fees and expenses incurred by X86 Network.

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7. Disputes.

- A. Raising a Dispute:** If Customer reasonably and in good faith disputes any portion of X86 Network's invoice, Customer shall, within ten (10) working days of the invoice date, submit written notice to X86 Network of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Customer does not deliver such written notice within ten (10) working days of the invoice date, the invoice will be deemed correct, and Customer shall have waived its rights to dispute the invoice.
- B. Resolution Process:** Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The parties shall negotiate in good faith to resolve any disputes within thirty (30) days following X86 Network's receipt of Customer's timely written notice.
- C. Outcome:** Any amounts that X86 Network determines to be in error shall be adjusted on next month's invoice. Any disputed amounts that X86 Network determines to be correct as billed shall be due and payable by Customer, upon notification and demand by X86 Network, along with any applicable charges pursuant to Section 5 above.

8. Termination

- A. X86 Network's Right to Terminate:** X86 Network may cancel or terminate this Service Order (including these SOA Terms) and any other Service Order and SOA Terms in effect with Customer, or suspend any and all Services purchased by Customer hereunder or under any other SOA Terms or Service Order, without any liability at any time upon:
- any failure of Customer to timely pay any and all amounts due hereunder;
 - any other breach by Customer of any provision of these SOA Terms or the Service Order;
 - any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; or
 - any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination.
- For purposes of clarification, in any case where X86 Network is entitled to cancel or terminate this Service Order pursuant to this Section 8, X86 Network shall be entitled to cancel or terminate not only this Service Order and these SOA Terms, but also any other Service Orders and SOA Terms to which Customer is a party.
- B. Cure Period:** Notwithstanding Section 8A above, for any breach other than non-payment or insolvency, X86 Network shall provide Customer with written notice of such breach and Customer shall have fourteen (14) days from receipt of such notice to remedy the breach. If Customer fails to remedy the breach within such cure period, X86 Network may proceed with termination or suspension without further notice.
- C. Early Termination Charges:** Except as otherwise expressly provided in Sections 14 and 15, if:
- Customer cancels or terminates any Service or the Service Order prior to the end of the Initial Term or any subsequent Renewal Term for any reason; or
 - X86 Network terminates these SOA Terms and/or the Service Order for any reason provided under this Section 8 (including failure to make timely payment), then Customer shall pay X86 Network an early termination charge (as liquidated damages and not as a penalty) equal to:
 - all NRCs specified in the cancelled or terminated Service Order(s), plus
 - the aggregate fees, charges, expenses, and taxes payable by X86 Network (including liquidated damages, disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation or termination of the Service(s), plus
 - all MRCs specified in the cancelled or terminated Service Order(s) for the remaining balance of the term.
- Notwithstanding the above, no early termination charge shall be payable by Customer where termination is directly caused by X86 Network's material breach of its obligations under these SOA Terms.
- D. ETC Payment & Disconnection:** All early termination charges shall be due and payable within thirty (30) days of the effective date of termination. X86 Network will make commercially reasonable efforts to process any disconnection request within thirty (30) days, subject to Customer's payment of early termination liability. Customer must pay for Services until such disconnection actually occurs.
- E. Survival:** Upon expiration or termination, X86 Network shall owe Customer no further duties, obligations, or consideration; provided, however, that expiration or termination of these SOA Terms shall not affect the rights or obligations of either party that have arisen prior to the date of expiration or termination, nor shall Customer be relieved of any accrued liabilities.

9. Interruption of Service

- A. SLA Credit Entitlement:** In the event of a Service Outage, Customer shall be entitled to a credit pursuant to the applicable Service Level Agreement, or in an amount not exceeding ten percent (10%) of the MRC for the period during which such Service Outage occurs. Such credit shall only apply where X86 Network is in breach of the applicable SLA. For the avoidance of doubt, the SLA clock shall commence only when:
- Customer has submitted written notice of the Service Outage to X86 Network; and
 - X86 Network or its vendor has confirmed that the issue is attributable to X86 Network's facilities, equipment, or upstream vendor.
- No credit shall be applicable where the root cause is determined to be within the Customer's own equipment, infrastructure, or premises. For prolonged outages constituting an Excusable Delay or Failure, the provisions of Section 10 shall apply.
- B. Credit Claim Window:** Credit allowance shall be measured only after X86 Network's receipt of written notice from Customer and will be provided only if Customer submits a written credit claim within ten (10) working days of the Service Outage occurring.
- C. Outage Definition & Exclusions:** A Service Outage will be deemed to have occurred only if the Service becomes unusable to Customer as a result of the inability of X86 Network's facilities, equipment, or personnel to provide the Service, and only when the Service Outage is not the result of:
- fault or negligence of Customer or its contractors, agents, representatives, or users;
 - the failure of facilities or other equipment not part of X86 Network's Service or not within X86 Network's reasonable control;
 - any planned interruption or routine maintenance; or
 - other circumstances beyond the reasonable control of X86 Network.
- No credit shall be allowed for a Service Outage of less than thirty (30) minutes. Under no circumstance shall a Service Outage be deemed a default under these SOA Terms.
- D. Third-Party / Vendor Outages:** For any Service not provided on an X86 Network-owned and operated facility:
- X86 Network shall make commercially reasonable efforts to obtain credits from its underlying vendor for any confirmed Service Outage; and
 - Customer's credit shall be equal to a pass-through of any credit that X86 Network receives from the underlying vendor. The same SLA clock conditions in Section 9A apply, credit is only applicable upon Customer's written report and confirmation of fault by X86 Network or its vendor.
- E. Planned & Emergency Maintenance:** X86 Network shall use commercially reasonable efforts to perform maintenance at times that minimise disruption to the Customer. The following advance notice periods shall apply:
- Planned Maintenance:** Minimum 14 days' prior written notice
 - Emergency Maintenance:** Minimum 3 days' prior written notice
- Maintenance carried out in accordance with the above notice periods shall not constitute a Service Outage for the purposes of SLA credit calculation.
- F. Service Availability:** The Service is offered twenty-four (24) hours per day, seven (7) days per week. For purposes of Service Outage credit computation, every month should be considered to have 720 hours.

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10. Excusable Delay or Failure

- A. **Definition:** Neither party will be in default or otherwise liable for any Service Outage, delay, or failure of its performance under these SOA Terms or the Service Order to the extent such Service Outage, delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party, inability to secure materials, labour or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure").
- B. **Suspension of Terms:** Any such Excusable Delay or Failure shall suspend the SOA Terms and the Service Order until the Excusable Delay or Failure ceases, and, if practical, the period of the SOA Terms and Service Order shall be deemed extended accordingly.
- C. **Notification Obligation:** The party affected by an Excusable Delay or Failure shall provide written notice to the other party within five (5) business days of becoming aware of such event, describing the nature of the event, its anticipated duration, and the obligations affected. Failure to provide timely notice shall not excuse the affected party from its obligations to the extent the delay or failure could have been mitigated with prompt notification.
- D. **Mitigation Obligation:** The affected party shall use commercially reasonable efforts to mitigate the impact of the Excusable Delay or Failure and to resume performance of its obligations as soon as reasonably practicable. This includes, where applicable, activating contingency or business continuity measures available to the affected party.

11. Limitation of Liability & Disclaimer of Warranties

- A. **Warranty:** X86 Network warrants that it will deliver the Service with reasonable skill and practice, and in accordance with the Service Level Agreement ("SLA") specified in the Service Order. Customer's sole remedy for any breach of this warranty shall be the SLA credit as set forth in Section 9.
- B. **Disclaimer of Warranties:** Except as expressly set forth in Section 11A above, X86 Network makes no warranties, representations, or other agreements, express or implied, to Customer or any third party with respect to the Service, including without limitation the implied warranties of merchantability or fitness for a particular purpose.
- C. **Exclusion of Consequential Damages:** Notwithstanding any other provision of these SOA Terms, in no event shall X86 Network be liable for special, incidental, consequential, exemplary, indirect, or punitive damages including, without limitation:
 - i. loss of revenue or profit or any other business loss including goodwill;
 - ii. loss of use of any property;
 - iii. cost of substitute performance, equipment, or services;
 - iv. downtime costs; or
 - v. claims of Customer for such damages,regardless of whether damages are caused by wilful misconduct, negligent act or omission, or other wrongful act arising from or related to these SOA Terms, and regardless of whether X86 Network was advised of or could have foreseen the possibility of such damages.
- D. **Liability Cap:** Regardless of any other provision of these SOA Terms, X86 Network's entire liability for any claim, loss, expense, or damage under these SOA Terms and the Service Order shall in no event exceed the sum actually paid by Customer to X86 Network for the affected Service during the three (3) month period preceding the date such claim first arose. The foregoing limitations apply to all causes of action and claims of any kind including, without limitation, breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort.
- E. **Acknowledgement:** Customer acknowledges and accepts the reasonableness of the foregoing disclaimers and limitations of liability. For purposes of this Section 11, all references to X86 Network shall include its affiliates, agents, suppliers, officers, directors, shareholders, and employees.

12. Customer's Responsibilities

- A. **Regulatory & Legal Compliance:** Customer acknowledges and agrees that:
 - i. Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its operation and the provision of services to its end users and/or customers;
 - ii. Customer shall comply with all applicable laws, rules, and regulations relating to Customer's business operations; and
 - iii. Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, and other consents and waivers necessary for installation of facilities and equipment to provide and make use of the Service.
- B. **Equipment Obligations:** Equipment used by Customer or Customer's agents, employees, or end users in connection with any Service shall not:
 - i. interfere with or impair service over any facilities and equipment of X86 Network and its suppliers;
 - ii. impair the privacy of any communications carried over X86 Network's Services; or
 - iii. create hazards to the employees of X86 Network or the public.X86 Network may, in its sole discretion, suspend Service upon provision of notice if Customer does not comply with the foregoing obligations.
- C. **Customer-Initiated Delivery Hold:** In the event the Customer requests to suspend or place a hold on an ongoing Service delivery (due to factors including, but not limited to, site readiness, cross-connect delays, or rack space unavailability), X86 Network shall accommodate such a hold for a maximum period of two (2) months. Following the expiration of this two-months period, the delayed delivery will be reassigned to a lower priority status to allow X86 Network to effectively allocate its technical resources to other pending deliveries. To resume the Service delivery, the Customer must provide X86 Network with a minimum of three (3) working days' prior written notice. Resumption of the delivery is strictly subject to resource availability and scheduling; X86 Network cannot guarantee immediate or next-day turnaround upon the lifting of the hold. X86 Network will utilize commercially reasonable efforts to allocate the necessary resources and finalize the delivery as promptly as scheduling permits.
- D. **Resale of Service:** In connection with its resale of the Service, Customer is solely responsible for interacting with its customers on all matters including, without limitation, all billing, billing adjustments/credits, service installation, placing and handling of service orders, customer service, creditworthiness, dispute handling and resolution, and all other service-related requirements. X86 Network shall have no liability to Customer's end users and/or carrier customers arising from or relating to these SOA Terms or the Service Order. Customer shall comply with all terms and conditions of these SOA Terms regardless of Customer's ability to collect payment from its own end users and/or carrier customers.
- E. **Indemnity:** Customer shall protect, defend, indemnify, and hold harmless X86 Network, its officers, directors, employees, contractors, and agents from and against any third-party claims, losses, damages, and expenses (including reasonable attorney's fees) arising directly from Customer's negligence, wilful misconduct, or breach of these SOA Terms.

13. Equipment and Location

- A. **Access to Premises:** Customer shall grant X86 Network and its authorized agents and contractors' reasonable access to Customer's leased facilities to the extent necessary for the installation, connection, removal, and maintenance of equipment, facilities, and systems relating to the Services. X86 Network shall provide Customer with a minimum of 24 hours' advance notice prior to accessing Customer's premises, except in emergency situations where immediate access is required to restore or maintain the Service. Where Customer fails to provide or delays granting the required access, the SLA clock shall be suspended for the duration of such access delay. No SLA credit shall accrue during the period in which X86 Network's ability to resolve a fault or perform maintenance is directly impeded by Customer's failure or delay

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in granting access.

- B. **Equipment Modification:** Customer shall not allow or cause any service, facility, or equipment of X86 Network or its suppliers to be rearranged, moved, modified, repaired, or relocated without X86 Network's prior written consent.
- C. **No Liens or Encumbrances:** Customer shall not create or allow any liens or other encumbrances to be placed on any facilities or equipment belonging to X86 Network or its suppliers.
- D. **Equipment Ownership & Return:** All X86 Network and supplier equipment shall remain the exclusive property of X86 Network and the respective supplier. Upon termination of these SOA Terms, Customer shall return all such equipment to X86 Network as soon as reasonably practicable, and in any event no later than fourteen (14) days after the effective date of termination. Any equipment not returned within this period may be subject to replacement charges at X86 Network's prevailing rates.
- E. **Infrastructure Design:** X86 Network shall have sole discretion to design and provision the underlying infrastructure as it deems necessary to provision the Services pursuant to these SOA Terms.

14. Customer Acknowledgement

- A. **Multi-Vendor Services:** Customer acknowledges and agrees that a Service may be comprised of multiple services and/or multiple vendors, and X86 Network will arrange to provide services or facilities on Customer's behalf within the service area.
- B. **Third-Party Interconnection Facilities:** Customer may, subject to X86 Network's prior written approval, order its own third-party telecommunication access facilities to extend the Service from X86 Network's point of demarcation to any other location ("Interconnection Facilities").
- C. **Payment Obligation:** If Customer orders its own Interconnection Facilities through any party other than X86 Network, the unavailability, incompatibility, delay in installation, inoperability, and/or any other impairment of such Interconnection Facilities shall not excuse Customer's obligation to pay X86 Network for all MRCs, NRCs, and any other applicable charges, fees, and taxes, whether or not such Service is useable by Customer.

15. Cancellation or Disconnection of Service

- A. **Cancellation Within 48 Hours:** If Customer cancels the Service Order in whole or in part within forty-eight (48) hours following Customer's submission of the Service Order, Customer shall pay (as liquidated damages and not as a penalty) a cancellation fee equal to any processing or other termination or cancellation fees payable by X86 Network to third parties in connection with such cancellation.
- B. **Cancellation After 48 Hours (Pre-Service):** If Customer cancels the Service Order in whole or in part after forty-eight (48) hours following submission but before the Start of Service Date, Customer shall pay (as liquidated damages and not as a penalty) a charge equal to:
 - i. six (6) months' MRC for the Service ordered; plus
 - ii. X86 Network's internal costs incurred in attempting to fulfil Customer's Service Order; plus
 - iii. the aggregate fees, charges, expenses, and taxes payable by X86 Network (including liquidated damages, disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation.
- C. **Cancelled Termination Request:** If Customer requests X86 Network to terminate a Service and subsequently cancels that request, X86 Network will use commercially reasonable efforts to ensure the Service is not terminated but shall not guarantee against termination. X86 Network will not grant any outage credits for Service Outages related to the cancelled request for termination, nor shall X86 Network be liable for any damage resulting from a Service Outage related to such cancelled request.
- D. **Post-Service Date Cancellation:** Any cancellation by Customer on or following the Start of Service Date shall be subject to the charges set forth in Section 8 of these SOA Terms.

16. General

- A. **Assignment:** X86 Network may assign these SOA Terms to any subsidiary, parent or affiliated company, or to a successor company pursuant to any reorganization or merger of its business, or to any successor pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by either party will be permitted without the prior written consent of the other party, which consent will not be unreasonably withheld or denied. The rights and obligations under these SOA Terms shall survive any merger or sale of either party and shall be binding upon the successors and permitted assignees of each party.
- B. **Governing Law & Dispute Resolution**
 - i. **Governing Law:** These SOA Terms and the Service Order are governed by the laws of Malaysia. The parties' consent to the exclusive jurisdiction of the courts of Malaysia.
 - ii. **Dispute Resolution:** In the event of any dispute arising out of or in connection with these SOA Terms, the parties shall first attempt to resolve the dispute through good-faith negotiation at senior management level within 30 days of written notice of the dispute. If the dispute remains unresolved, either party may refer the matter to mediation administered by the Asian International Arbitration Centre (AIAC) or such other mutually agreed mediator, before initiating any court proceedings. Costs of mediation shall be shared equally between the parties unless otherwise agreed.
- C. **Construction & Severability:** In the event that any provision of these SOA Terms conflicts with applicable law or is declared invalid by a court of competent jurisdiction, such provision shall be deemed restated to reflect as nearly as possible the original intentions of the parties. Each provision of these SOA Terms is severable from the whole, and if one provision is declared invalid, the remaining provisions shall remain in full force and effect.
- D. **Waiver:** Failure of either party to enforce any provision of or its rights under these SOA Terms, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.
- E. **Confidentiality**
 - i. **Obligation:** Neither party shall disclose to any third party, during the term of these SOA Terms and for two (2) years following expiration or termination, any terms of these SOA Terms or the Service Order, including any rate information, unless such disclosure is required by any Malaysian regulatory authority (including MCMC or SSM), is otherwise required by applicable Malaysian law, or is necessary in any proceeding establishing or applying rights or obligations under these SOA Terms.
 - ii. **Sole Confidentiality Agreement:** This Section 16E constitutes the entire confidentiality agreement between the parties with respect to the subject matter of these SOA Terms and supersedes any prior confidentiality arrangements between them. No separate non-disclosure agreement is required for the purposes of these SOA Terms.
 - iii. **Non-Solicitation:** Under no circumstances during the Initial Term (and Renewal Terms, if any) shall either party utilise any information obtained in connection with these SOA Terms to contract directly with any vendors, contractors, or customers of the other party with respect to that specific Service or a replacement or substitute for that Service. Nothing in these SOA Terms shall preclude either party from purchasing, selling, or utilizing any other telecommunications, information, or ancillary services from or to any other entity, or from using independently developed information to do so.
 - iv. **Permitted Disclosures:** Notwithstanding the above:
 - a) Customer expressly consents to X86 Network sharing information only with its affiliates and authorized agents for the purpose of offering Customer additional products and services (subject to Customer's right to withdraw such consent at any time upon written notice);
 - b) X86 Network may display Customer's name and/or logo on its website and marketing materials solely to identify Customer as a client of X86 Network, without further consent required; and
 - c) X86 Network shall obtain Customer's prior written consent before issuing any press release or making any public disclosure (including in investor materials) that specifically references the Customer or the terms of this agreement.

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- F. Third Party Beneficiaries:** The representations, covenants, obligations, rights, and agreements of the parties set forth in these SOA Terms are not intended for, nor shall they be for the benefit of or enforceable by, any third party not a party to these SOA Terms, including Customer's end users and/or customers. X86 Network shall have no relationship with such end users and/or customers. No fiduciary relationship arises under these SOA Terms or the Service Order.
- G. Headings & Interpretation:** The headings used in these SOA Terms are for convenience only and do not in any way limit or affect the meaning of any terms hereof. These SOA Terms shall be construed fairly according to their terms, without regard to the drafter of any provision.
- H. Notices:** Any notice given pursuant to these SOA Terms or the Service Order shall be in writing and delivered by overnight courier, registered or certified mail, hand delivery, or electronic mail to the address provided in the Service Order. Notices shall be deemed received as follows:
- Email: Same business day if sent before 5:00 PM (Malaysian time); next business day if sent after 5:00 PM
 - Overnight courier: Next business day after dispatch
 - Registered/certified mail: Three (3) business days after posting
 - Hand delivery: Upon actual receipt with written acknowledgement
- I. Entire Agreement:** These SOA Terms, together with the Service Order, constitute an entire agreement between the parties with respect to the subject matter hereof and supersede all prior offers, communications, representations, understandings, and agreements, whether verbal or written. X86 Network shall not be bound by any provision in any purchase order, confirmation, or other communication from Customer that is at variance with or conflicts with any provision of these SOA Terms, unless specifically identified in a written amendment signed by both parties. These SOA Terms and the Service Order may be modified only in writing signed by both parties.
- J. Counterparts & Electronic Signatures:** These SOA Terms and the Service Order may be executed in one or more counterparts, whether by original, photocopy, facsimile, or electronic means. Electronic signatures, whether applied through a recognized e-signature platform or by scanned signed copy transmitted via email, shall be deemed valid and binding to the same extent as original signatures. All counterparts together shall constitute one and the same instrument.
- K. Independent Contractors:** The parties are independent contractors for the purposes of these SOA Terms. Nothing herein shall be deemed to constitute a partnership, agency agreement, or joint venture between the parties. X86 Network shall have no liability or responsibility for the content of any communication transmitted via the Service by Customer or any other party.
- L. Data Ownership & Protection**
- Data Ownership:** All data and information generated or transmitted by the Customer during use of the Services shall remain the sole property of the Customer. X86 Network shall not claim any ownership rights over such data and shall only process or transmit such data as necessary to provide the Services in accordance with this Agreement. X86 Network shall not use the Customer's data for any other purpose nor disclose it to any third party, except where required by law, regulation, or order of a competent authority, or where disclosure is necessary for operational purposes such as network monitoring or troubleshooting.
 - Data Breach Notification:** In the event of any unauthorized access to, disclosure of, or loss of Customer data within X86 Network's systems or network ("Data Breach"), X86 Network shall notify the Customer in writing within 72 hours of becoming aware of such Data Breach. Such notification shall include, to the extent known: the nature of the breach, the data affected, the likely consequences, and the measures taken or proposed to address the breach. X86 Network shall cooperate with Customer in any reasonable investigation of the Data Breach and take prompt remedial action to prevent recurrence.

X86 Network Sdn Bhd

Authorized Signatory

COMPANY:

Authorized Signatory

Name :
Designation :
Date :
Company Stamp/Seal :

Name :
Designation :
Date :
Company Stamp/Seal :