

Specific Terms and Condition for CelcomDigi Corporate Access

The Service (as hereinafter defined) is made available by Celcom and Digi to the Customer subject to these specific terms and conditions for the Service ("**Specific Terms and Conditions for CelcomDigi CAS**" or "**STC for CelcomDigi CAS**") which shall always be read together with the [General Terms and Conditions for CelcomDigi Enterprise Services \("GTC"\)](#) published on CelcomDigi's Website as of the Effective Date (as hereinafter defined).

Nothing in this STC for CelcomDigi CAS shall be construed as limiting any other rights Celcom and Digi may have under the Agreement unless specifically stated otherwise.

The Agreement shall come into effect on the date of execution of the Registration Form by the Customer ("**Effective Date**") and shall continue to be in force until the expiry or termination of all Circuits (as hereinafter defined) under this Agreement in accordance with the Terms and Conditions.

1. Definitions

In this STC for CelcomDigi CAS, unless the context otherwise requires, the capitalised terms have the meanings assigned to them below and in the GTC.

"Celcom's and/or Digi's Network" means the components and functionality of the software, network integration, network management systems, and associated facilities which are owned or leased, and operated by Celcom and/or Digi for the provision of the Service.

"Change Request" means written notice from the Customer to Celcom and/or Digi describing a proposed change (including but not limited to upgrades, additions, substitutions, alteration, modification or relocation) to the Circuits (as hereinafter defined) at any of the Customer's Premises;

"Circuits" means individually the physical telecommunication circuits, equipment and systems (including but not limited to all ancillary equipment and parts necessary for the operation and function of such circuits, equipment and systems) specified in the Registration Form necessary for the provision of the Service.

"Circuit" means the singular of Circuits;

"Commencement Date" means the date of commencement of respective Circuit which shall be the date the User Acceptance Test Document (as hereinafter defined) is signed by the Customer and Celcom and/or Digi or as otherwise defined in this STC for CelcomDigi CAS, or the first invoice date issued by Celcom and/or Digi for the Service, whichever is earlier;

"NOC" means Celcom's and/or Digi's network operations center;

“Premises” means the premises or locations where the Circuits are installed and commissioned as specified in the Registration Form;

“Ready for Service Date” means the date each Circuit is ready for the purpose of the Service (as hereinafter defined);

“Service” means either one of the following circuits and infrastructure services: (a) private leased line (PLL); (b) dedicated internet access (DIA); (c) internet protocol virtual private network (IPVPN); (d) very small aperture terminal (VSAT); (e) satellite and/or (f) other circuit and infrastructure services for the capacity and locations stated in the Registration Form;

“Service Fees” means the fees specified in the Registration Form payable by the Customer to Celcom and/or Digi under the Agreement for the Service rendered;

“User Acceptance Test” means the end-to-end tests to be conducted by the Parties on the Circuit within two (2) weeks from the Ready for Service Date to ensure the Circuits are compatible for the purpose of the Service; and

“User Acceptance Test Document” means the document to be signed off by the Parties upon completion of the User Acceptance Test.

2. Period of Agreement

1. The Customer agrees to subscribe to the Service for a minimum subscription period as specified in the Registration Form (**“Minimum Subscription Period”**) commencing from the Commencement Date. Upon expiry of the Minimum Subscription Period and provided that the Customer is not in breach of any terms of the Terms and Conditions, subscription to the Service will be automatically renewed for subsequent periods of one (1) year each (**“Extended Subscription Period”**) until and unless otherwise terminated by either Party in accordance with the Terms and Conditions. **“Service Period”** refers to the Minimum Subscription Period and all Extended Subscription Period(s).
2. The subscription of each Circuit shall simultaneously commence from the Commencement Date and shall continue until termination of the related Circuit.

3. Provision of the Service

1. Celcom and/or Digi will provide the Service to the Customer in accordance with the particulars set out in the Registration Form, as the case may be. The Customer may request for upgrades of or modification to the existing Circuit, or place orders for additional Circuit by issuing a Change Request and executing the necessary form(s) in the format as

determined by Celcom and/or Digi. Upon receipt of the Change Request, Celcom and/or Digi shall make the necessary changes.

2. In the event Celcom and/or Digi is unable to carry out any such Change Request, Celcom and/or Digi shall within seven (7) days of receipt of the Change Request inform the Customer of the same, in which case the Customer shall be entitled to appoint a third party to carry out such changes and Celcom and Digi shall in no way be liable to Customer for any fees and/or expenses arising therefrom.
3. Celcom and/or Digi shall not make any changes to the Circuit or any part thereof unless authorised in writing by the Customer by way of a Change Request issued by the Customer.
4. The Customer shall reimburse Celcom and/or Digi for all actual expenses and costs incurred in carrying out changes to the Circuits pursuant to any Change Request.
5. Celcom and/or Digi reserves the right not to accept or proceed with the Customer's application for the Service by issuing the Customer a notice if: (a) the Customer's Registration Form is not duly completed and signed; (b) the Customer fails to provide Celcom and/or Digi with the information requested by Celcom and/or Digi; or (c) Celcom and/or Digi determines, in Celcom's and/or Digi's absolute discretion, that Celcom and/or Digi is unable to provide the Service for any reason which may include: (i) availability of resources, including but not limited to, network availability and Celcom's and/or Digi's area of coverage at the time at which the Service is requested or delivered; or (ii) geographic and technical capacity of the CelcomDigi's System and of Celcom's and/or Digi's delivery systems at the time at which the Service is requested or delivered.
6. The Customer agrees that where the Service provided due to any Change Request exceeds the scope described in the Registration Form, or additional Service is provided by Celcom and/or Digi, the Customer shall be liable for additional charges or fees in accordance with Celcom's and/or Digi's then prevailing rates.

4. Acceptance

1. Celcom and/or Digi, as the case may be, will install and commission its equipment necessary to provide the Circuit connected to the Customer's Equipment and that they are compatible and may properly function and interoperate with the Service.

2. The Customer must ensure that the Customer's Equipment meets the technical requirements and configurations prescribed by Celcom and/or Digi, and that the Customer's Equipment is ready for connection by the Ready for Service Date. Celcom and/or Digi, as the case may be, will commission the connection of the Customer's Equipment to the CelcomDigi's System and make the connectivity available for the User Acceptance Test. The Customer must promptly test the Service and signify the Customer's acceptance of the Service.
3. Celcom and/or Digi, as the case may be, will deliver a test report to the Customer upon completing the installation and commissioning of the Circuits at each of the Premises. Thereafter, the Parties shall conduct the User Acceptance Test. Upon successful completion of the User Acceptance Test, Celcom and/or Digi will issue the User Acceptance Test Document which shall be signed by the Parties. The Customer will be invoiced for the Service within three (3) days of the execution of the User Acceptance Test Document.
4. In the event the User Acceptance Test Document is not signed off by the Customer within two (2) weeks from the issuance of the User Acceptance Test Document by Celcom and/or Digi, as the case may be, and there is no dispute raised by the Customer on the Service within such stipulated time, the Minimum Subscription Period shall be deemed to have commenced on the first invoice date issued by Celcom and/or Digi.

5. Use of the Service and the Customer's Obligations

1. The Customer is responsible:
 - a. for ensuring the Customer's Equipment meets the technical requirements as specified in Clause 4 above. Celcom and/or Digi will not be liable for any Service or network failure or performance degradation resulting from the Customer's non-compliance with such requirements;
 - b. for ensuring all Equipment, hardware, software or network connected to or used with the Service is connected and used in accordance with: (i) all applicable instructions, safety and security procedures applicable to the use of such equipment, hardware, software or networks; and (ii) all instructions, notices, technical requirements and directions as may be determined by Celcom and/or Digi from time to time; and
 - c. at the Customer's own cost and expense, to identify and assist Celcom and/or Digi in making available Premises suitable for

installation of the Circuits. All consents, permits, licenses and approvals from the relevant authorities and third parties for the installation of such Circuits at such Premises, where applicable shall be obtained by the Customer.

2. The Customer undertakes that it shall:

- a. within twenty-four (24) hours of discovery of any breakdown of the Circuits or any part thereof, inform Celcom and/or Digi, as the case may be, of the same;
- b. not appoint any other person/or company to provide maintenance service for the Circuits during the Service Period;
- c. comply with the provisions of any law, regulation or rule as may be imposed by any legal, regulatory, governmental or statutory body, including but not limited to the CMA and the PDPA in using the Service;
- d. cease to use the Circuits for such period of time as may be directed by Celcom and/or Digi PROVIDED ALWAYS that Celcom and/or Digi shall give not less than seven (7) days' prior written notice of the same to the Customer, and shall provide and make available to the Customer alternative equipment, systems and circuits and shall take all necessary steps to ensure that the operations of the Customer shall continue uninterrupted;
- e. promptly lodge a report to Celcom and/or Digi upon the discovery of any fraud, theft, unauthorised usage or any unlawful activities carried out on the Circuits; and
- f. ensure that Uninterrupted Power Supply ("UPS") shall be provided to the Customer's Equipment at all the Premises; (i) UPS shall be provided to Celcom's and/or Digi's equipment installed or placed at the Customer's Premises; and (ii) Celcom's and/or Digi's equipment which are installed/placed at the Customer's Premises shall be installed/placed in an air-conditioned room for twenty-four (24) hours for seven (7) days a week.

6. Service Interruption

1. Celcom and/or Digi, as the case may be, will notify the Customer in advance if Celcom and/or Digi conducts any schedule or unscheduled maintenance work on the Celcom's and/or Digi's Network.

2. In the event of any service interruption, the Customer must carry out an inspection on the Customer's Equipment, at the Customer's own cost and expense to ascertain the cause of any service interruption. Celcom and/or Digi shall only take diagnostic and remedial action after receipt of the Customer's notice of the service interruption.
3. If Celcom and/or Digi finds that the service interruption is caused by any equipment owned or under the control of Celcom and/or Digi, Celcom and/or Digi shall take all reasonable steps to remedy or repair the same.
4. If Celcom and/or Digi finds that the service interruption is not due to any fault on the CelcomDigi's System, Celcom and/or Digi may, but shall not be obliged, upon the Customer's request and at the Customer's cost and expense, conduct such further investigation on the Customer's Equipment for the purpose of identifying the cause of the service interruption.
5. Celcom and/or Digi provides no guarantee on the performance of the Service to a particular service level unless such guarantee is mutually agreed in writing by both Celcom and/or Digi and the Customer.

7. Deposit, Charges and Billing

1. Celcom and/or Digi may, at its discretion, require the Customer to give Celcom and/or Digi, as the case may be, a deposit or upfront payment as security for the performance of the Customer's obligations to Celcom and/or Digi under the Agreement.
2. Celcom and/or Digi may, at its sole discretion, use the deposit at any time to offset any outstanding service charges or fees due and payable under any of the Customer's accounts with Celcom and/or Digi.
3. Any remaining balance will be refunded to the Customer without interest after the Service is terminated provided that there are no outstanding service charges or fees due and payable by the Customer to Celcom and/or Digi.
4. This deposit does not relieve the Customer from the Customer's obligations to pay any service charges or fees, nor does it constitute a waiver of Celcom's and/or Digi's rights to suspend, disconnect or terminate the Service due to non-payment.
5. Celcom and/or Digi will invoice the Customer for the Service from the Commencement Date in the billing frequency as per stated in the Registration Form. The recurring and non-recurring fees for the Service

during the Service Period are as set out in the Registration Form, unless otherwise agreed in writing by Parties.

6. The Service Fees for each Circuit shall be calculated for such Circuit only and the Customer agrees that the Service Fees shall be imposed from the Commencement Date of said Circuit.
7. The billing provisions outlined in **Clause 18** of the GTC shall apply to this STC for CelcomDigi CAS.

8. General Exclusions

1. Celcom and Digi shall not be liable to pay any other compensation where such failure to provide the Service accordingly arises from the following: (a) faults caused by the Customer's Device, applications, interconnected equipment, networks, systems or gateways and/or the Customer's acts or omissions or that of the Customer's employees, sub-contractors, servants and agents; and (b) any scheduled outage for the performance of maintenance Service by Celcom and/or Digi on CelcomDigi's System or any non-schedule or emergency outage.

9. Obligations and Responsibilities in Relation to Equipment and Premises

1. If the Customer uses or leases any equipment, such as a router or any hardware from Celcom and/or Digi, as the case may be, Celcom and/or Digi shall at all times retain ownership over the equipment leased to the Customer.
2. The Customer must take all reasonable care of the equipment and return the equipment to Celcom and/or Digi at the expiry of this Service in the same condition as it was provided to the Customer (fair wear and tear excepted), failing which the Customer must compensate Celcom and/or Digi for the cost of replacement.
3. The leased equipment must only be used in conjunction with the Service. The Customer acquires no rights, lien or claim to any passwords, user identification names and/or any codes assigned to the Customer and Celcom and/or Digi reserves the right to change or re-assign the same to the Customer at Celcom's and/or Digi's sole discretion without being liable to the Customer in any manner whether for damages or otherwise.
4. The Customer shall retain all title and risk to the Customer's Equipment used in connection with the Service.

10. Access to Premises

1. The Customer must ensure safe and timely access for Celcom and/or Digi, including its personnel, contractors or agents to the relevant Premises as specified in the Registration Form (including non-working days and after normal working hours).
2. The Customer shall co-operate with Celcom and/or Digi to facilitate the provision of the Service, including any necessary repair and restoration work.
3. The Customer agrees to indemnify Celcom and/or Digi for any physical injury or property damage arising from such access to the Customer's Premises.
4. Celcom and/or Digi shall not be liable for any delay in rendering any Service, if such delay is caused by the Customer.

11. Vacation of Premises

1. If the Customer terminates any Circuit at any of the Premises pursuant to the Terms and Conditions, or intends to vacate any of the Premises where any part of the Circuits are installed, the Customer shall give at least thirty (30) working days' prior written notice to Celcom and/or Digi to remove or relocate such Circuits provided that in the event of relocation, the monthly Service Fees for the new location shall continue to apply and be payable by the Customer to Celcom and/or Digi. The cost and expenses for such removal or relocation shall be borne by the Customer.
2. Subject to **Clause 17** herein, in the event Customer's request for Service suspension has been approved by Celcom and/or Digi due to relocation purposes, the suspension duration shall be included or added into the Minimum Subscription Period.

12. Insurance

1. The Customer shall be responsible to obtain adequate insurance cover for any Celcom's and/or Digi's equipment on the Customer's Premises. If requested by Celcom and/or Digi, the Customer shall furnish Celcom and/or Digi with copies of such insurance policy or policies and such documents evidencing payment of the premium on such insurance policy or policies.

13. Content

1. In addition to other provisions of the Terms and Conditions, the Customer is responsible for the use of the Service and any liability arising from the content which the Customer disseminates through the Service. The

Customer will indemnify Celcom and/or Digi for any loss and claims arising from such use and liability on the content.

14. Security

1. In the event the Customer requests Celcom and/or Digi to hire a security personnel at the Premises, any cost relating to the security personnel shall be borne by the Customer. Except where the Circuit is installed at Celcom's and/or Digi's Premises, if Celcom and/or Digi discovers that any of the Premises at which the Circuits are installed is or has become unsafe, Celcom and/or Digi will notify the Customer in writing of the same and the Customer shall immediately upon receipt of such notice take steps to remedy the situation, failing which Celcom and/or Digi reserves the right to suspend the Service at such Premises.
2. The Customer shall not: (a) cause any damage to the Circuits; (b) without prior written consent from Celcom and/or Digi cause or permit the removal or relocation of the Circuits or any part thereof; (c) without prior written consent from Celcom and/or Digi connect any other telecommunication lines or equipment to the Circuits; or (d) tamper with the Circuits.
3. The Customer shall at its own cost replace on demand and fully indemnify Celcom and/or Digi for all expenses incurred by Celcom and/or Digi as a result of breach of **Clause 14.2** above.

15. Termination

1. Either Party shall be entitled to terminate this Agreement by giving at least thirty (30) days prior written notice to the other Party without assigning any reason whatsoever. Celcom and Digi shall not be liable for any compensation and damages towards the Customer in the event Celcom and/or Digi exercises its right to terminate for convenience in accordance with the Terms and Conditions. However, termination by the Customer prior to the expiry of any Minimum Subscription Period is subject to a Termination Fee as specified in the Registration Form.
2. Upon expiry or termination of this Agreement for any reason, Celcom and/or Digi reserves the right to retain any of the Customer's Equipment installed at Celcom's and/or Digi's Premises until Celcom and/or Digi receives all sums due and payable in respect of the terminated Service.

16. Suspension

Service Suspension by Celcom and/or Digi

1. Without limiting other rights Celcom and/or Digi may have under the Terms and Conditions, Celcom and/or Digi shall be entitled to suspend the Service, without liability at any time: (a) with notice, if it is in Celcom's and/or Digi's reasonable opinion, the suspension is necessary to protect the Premises and/or Service and/or its network equipment and/or facilities and/or those of its other customers; or (b) without notice, if it is necessary to address emergency repairs on the Circuits.

Service Suspension Requested by the Customer

2. The Customer may request a temporary suspension of the Service, which will be reviewed and approved by Celcom and/or Digi on case-by-case basis. The maximum duration of each suspension is two (2) months. For clarity, the Customer is allowed a maximum of two (2) service suspension requests per year.
3. Celcom and/or Digi reserves the sole discretion to accept or reject the Customer's application for the Service suspension.

Effect of Service Suspension

4. For Service suspension by Celcom and/or Digi pursuant to Clause 16.1 above, the Customer is entitled to SLA service rebate pursuant to Clause 17 herein. For clarity, the Customer shall continue to be liable for the Service Fees during the suspension period.
5. For Service suspension requested by the Customer pursuant to Clause 16.2 above, (a) any suspension duration shall not be counted towards the Minimum Connection Availability; and (b) the suspension duration will be added to the Minimum Subscription Period.

17. Minimum Connection Availability Guarantee

1. Celcom and/or Digi will ensure that the Service at each of the Premises is available all times (24 hours a day and 7 days a week) and where applicable, subject to the SLA specified in the Registration Form, or as otherwise agreed in writing by the Parties throughout the Service Period ("**Minimum Connection Availability**").
2. In the event Celcom and/or Digi fails to provide the service availability at any of the Premises, Celcom and/or Digi shall pay to the Customer service rebate calculated as follows : -

For individual Circuit:

$$\frac{[(SLA - X) * Y]}{SLA}$$

where:-

$$X = \frac{(nA - B) * 100\%}{nA}$$

where n = number of Circuit

A = Total minutes in a year

B = Total downtime of individual Circuit

Y = Total Annual Service Fees for individual Circuit.

SLA = Service Level Availability

3. The Minimum Connection Availability shall exclude the following events:
 - a. delays or fault resulting from the Customer's failure to comply with its obligations under the Agreement;
 - b. faulty infrastructure, Equipment or internal wiring of the Customer;
 - c. for the period that the Customer's Premises are inaccessible;
 - d. for the period of failure or delay in obtaining site access, right of way or permit to work in areas where the Customer is responsible to obtain such approval;
 - e. for the period of failure or delay in obtaining site access, wayleave, right of way or permit to work in areas where Celcom and/or Digi is responsible to obtain such approval or where Celcom and/or Digi is instructed to temporarily stop restoration works;
 - f. occurrence of any Force Majeure events;
 - g. planned maintenance work for the purpose of upgrading or maintaining the network system provided the Customer is informed in advance of such maintenance work;
 - h. the Customer at its own accord requests for deferment of the service delivery, commissioning and/or restoration; and

- i. inability of Celcom and/or Digi to contact the Customer for the appointment or when confirming with the Customer on the service recovery time by the agreed method and process.
4. The service rebate referred in **Clause 17.2** above shall be calculated at every end of the respective calendar year and set-off or deducted against the Service Fees payable by the Customer which will be reflected in the Invoice in accordance with the payment term specified in the Terms and Conditions.
5. If the Customer disputes any items in a service rebate, in whole or in part, the Customer shall inform Celcom and/or Digi, as the case may be, within thirty (30) days from the date of the Invoice. The Parties shall use their best endeavour to resolve the dispute within seven (7) days of notification. Once resolved, Celcom and/or Digi will issue a new Invoice the Customer for the agreed amount. If no dispute is raised within thirty (30) days from the Invoice date, Celcom and/or Digi will consider that the Customer has accepted the Invoice. Celcom and/or Digi reserves the right to accept or reject any dispute received after the stipulated thirty (30) days' period.

18. Maintenance Support and Problem Reporting

1. Celcom and/or Digi shall make available and provide its NOC as the point of contact for the Customer to report any problem or complaint in respect of the Circuits and the Service, the details of which are set out below:

Celcom's NOC	
Toll free	1-800-11-9090 (IVR - Option 1)
Phone	+603-7200 5500
Email	noc_celcom@celcomdigi.com
Digi's NOC	
Phone	0163003000 (IVR - Option 1)
Email	digi.noc.enterprise@ericsson.com

19. Miscellaneous

1. Celcom and Digi reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of these Terms and Conditions

without prior notice to the Customer and the Customer shall be bound to observe, perform, and comply with the Terms and Conditions herein and any amendments thereof.

2. Celcom's and Digi's decisions in any matter in relation to these Terms and Conditions shall be final and conclusive. Any request for appeal or review shall not be entertained.
3. Celcom and Digi shall not be liable for any claim by the Customer or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with these Terms and Conditions.
4. Celcom and Digi does not take any responsibility in the event the Customer is prevented from subscribing to the Service, as a result of certain technical restrictions, other limitations or Force Majeure events.
5. In the event any of these Terms and Conditions is invalid, illegal and unenforceable under any applicable law or for any reason whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
6. No delay or indulgence by Celcom and/or Digi in enforcing any terms or conditions herein shall constitute a waiver by Celcom and/or Digi of the Customer's breach of these Terms and Conditions.
7. Each Party shall bear their respective costs and expenses in connection with and incidental to the preparation, execution, delivery and completion of the Agreement, including but not limited to all legal fees and out-of-pocket expenses incurred. All stamp duties payable under these Terms and Conditions, if any, shall be borne by the Customer which will be billed to the Customer.
8. These Terms and Conditions shall be construed and governed by the laws of Malaysia. In the event of a dispute, the courts of Malaysia shall have exclusive jurisdiction.