

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

These General Terms and Conditions ("GTC") together with the applicable Specific Terms and Conditions ("STC") and the Purchase Order, including all schedules attached thereto ("Schedules") (collectively, the "Agreement") shall govern the Purchase Order and constitute the entire and sole binding agreement between the Parties with respect to the subject matter under the Purchase Order. The Vendor acknowledges and agrees that the Agreement supersedes and prevails over any other terms and conditions, whether appearing on any quotations, proposals, invoices or other documents exchanged before or after the date of issuance of the Purchase Order.

1. DEFINITIONS AND INTERPRETATION

1.1. In this GTC:

"Affiliates"	Means, with respect to either Party, another entity and/or person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party;
"Agreement"	means, collectively this Purchase Order, including the General Terms and Conditions (GTC), the applicable Specific Terms and Conditions (STC) and the schedules and/or appendices to the Purchase Order as provided by TIME to the Vendor, together with any variations and amendments thereto made by TIME from time to time;
"Business Day"	means a day in which the banks are open for business in the state of Selangor, Malaysia;
"Charges"	means the amounts payable by TIME to the Vendor for the supply and performance of Deliverables as may be ordered under a Purchase Order from time to time and which are built on the item prices, schedule of rates and fees detailed in the Purchase Order;
"Control"	means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;
"Deliverables"	means the system, hardware, software, equipment, goods, products and/or Services, including any related documentation, designs, plans, reports, specifications, maps, papers and other materials, to be provided and/or provisioned by the Vendor under a Purchase Order to TIME and any item or work incidental, ancillary or imperative to such Deliverables;
"Force Majeure"	means, in relation to any Party, any act, event or circumstance including but not limited to, acts of God, war (whether declared or not), insurrections, or national emergency, sabotage, riot, natural disaster, failure of public infrastructure (such as power and telecommunications networks), or any governmental act or omission, the cause of which is not of such Party's making nor within that Party's reasonable control, which are not reasonably foreseeable and could not have been guarded or avoided through the exercise of reasonable precautions or actions against or such occurrence;
"General Terms and Conditions" or "GTC"	means this document;
"Intellectual Property Rights"	means: (a) patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how, secret formulae and processes, lists of suppliers and customers and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights, moral rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition; and (b) any application or right to apply for registration of any of the rights referred to in (a) above, that are currently existing or will exist in the future;

"Parent Guarantee"	means an "unconditional on-demand" and irrevocable guarantee required to be procured by the Vendor from its holding and/or ultimate holding company acceptable to TIME as security for the due performance of the Vendor of its obligations under a Purchase Order;
"Parties"	means TIME and the Vendor when referred to collectively;
"Party"	means TIME or the Vendor, as the case may be;
"Performance Guarantee"	means an "unconditional on-demand" and irrevocable guarantee required to be procured by the Vendor from a reputable financial institution acceptable to TIME from time to time as security for the due performance of the Vendor of its obligations under a Purchase Order;
"Personal Data"	means all or a part of personal data, personal information or data relating to individuals of any kind provided by TIME or its Affiliates to the Vendor that relates directly or indirectly to TIME or its Affiliates or in the possession of TIME or its Affiliates including any expression of opinion about TIMES or its Affiliates;
"Personnel"	means in relation to a Party, its employees, directors, officers, agents, advisers, consultants, representatives, contractors and sub-contractors and the personnel of such agents, advisers, representatives, contractors and sub-contractors;
"Purchase Order"	means the order issued by TIME and confirmed by the Vendor for the supply or provision of the Deliverables;
"Services"	means any services described and set out in the Agreement that may be provided by the Vendor to TIME;
"Specific Terms and Conditions" or "STC"	means the document that sets out the additional terms and conditions applicable to the Deliverables;
"Vendor"	Means the party supplying, delivering and provisioning the Deliverables under the Purchase Order to TIME;
"Vendor Portal"	means online system provided by TIME for Vendor to access information, submit documentation, manage transactions, communicate with TIME and perform other functions related to the provision of goods or services under the Agreement and through which the relevant terms and conditions and TIME's policies could be assessed by the Vendor;
"TIME"	means TT dotCom Sdn Bhd or TIME's Affiliates entity whose name appears in the Purchase Order;
"TIME's Business Integrity & Anti-Corruption Policy"	means TIME's Anti-Bribery & Corruption Policy at https://www.time.com.my/wp-content/uploads/pdf/general/TIME%27s-ABC-Policy_22Nov23_V4.pdf which may be amended or updated from time to time;

- 1.2 No rule of construction shall apply to disadvantage a Party on the basis that it drafted this Agreement or any part of it.
- 1.3 References to any law or legislation include all related regulations, rules and statutory instruments made under that law.
- 1.4 Words referring to a person include both individuals and entities (corporate or unincorporated) and vice versa.

2. GENERAL SCOPE & STRUCTURE OF THE AGREEMENT

- 2.1. This Agreement governs the purchase by TIME and the provision by the Vendor of Deliverables, and shall consist of the following documents, listed in the order of precedence to prevail in the event of any conflict or inconsistency (and only to the extent of such inconsistency):
 - (a) the Schedules;
 - (b) the Specific Terms and Conditions (if applicable);
 - (c) these General Terms and Conditions; and
 - (d) the Purchase Order (unless it is expressly referred to and stated therein, with the Parties' mutual agreement, to override a specific clause of GTC or STC and such override shall only apply only to the extent so stated).
- 2.2. Any other terms and conditions set out by the Vendor in any documents (including quotations, invoices, or confirmations) shall not apply, even if referred to, attached or signed. The Agreement shall be the sole and exclusive terms governing the relationship between the Parties in connection with the Purchase Order and provision of Deliverables. Any shrink-wrap, click-wrap or click-through software licence terms shall not apply to any software supplied by the Vendor

under any circumstances, regardless of whether such terms are presented or accepted during installation or use of Deliverables.

- 2.3. The Agreement shall apply to all Purchase Orders issued by TIME to the Vendor and any act of performance in fulfillment of a Purchase Order (including delivery of Deliverables or commencement of Services) by the Vendor shall constitute full and unconditional acceptance of the Agreement.

3. VENDOR PORTAL

All TIME's guidelines, requirements, policies and standard operating procedures ("SOPs") whether or not specifically referenced in this Agreement, including but not limited to Data Processing Addendum, are published on the Vendor Portal for the Vendor's reference and compliance. The Vendor shall be responsible for regularly checking the Vendor Portal and is expected to review, understand and comply with all such SOPs terms and any updates. Such terms and policies form an integral part of this Agreement as if set out in full herein.

4. VENDOR'S PERSONNEL

- 4.1. The Vendor shall ensure that all its Personnel involved in the performance of this Agreement are suitably qualified, competent, and have the necessary experience, skills, and authorisations to carry out their assigned tasks. The Vendor shall be fully responsible for the acts, omissions, and performance of its Personnel and shall ensure that they comply with all applicable terms of this Agreement as if they were the Vendor itself.
- 4.2. The Vendor shall notify TIME of any proposed changes to the specifications or method of construction of the Deliverables as set out in the Schedules attached to the relevant Purchase Order and shall not implement such changes without TIME's prior written approval.

5. PURCHASE ORDER

- 5.1. TIME may, at any time and from time to time, order any Deliverables based on the relevant pricing set out in the Schedules by issuing a Purchase Order to the Vendor.
- 5.2. The Vendor may only reject a Purchase Order within three (3) Business Day from the date of receipt of the Purchase Order from TIME, failing which, it shall be deemed to have been accepted by the Vendor. The Vendor may only reject a Purchase Order if it is incomplete or in conflict with the scope of work/services set out in the Schedules.
- 5.3. If the Vendor rejects a Purchase Order, the Vendor shall promptly notify TIME of the reasons for such rejection. If TIME elects not to cancel such Purchase Order, the Parties shall agree to amend such Purchase Order accordingly.
- 5.4. TIME may request to amend a Purchase Order by notifying the Vendor in writing specifying in reasonable detail the nature of the amendment ("PO Amendment Request"). The Parties shall, within seven (7) days from the date TIME receives the PO Amendment Request, meet to discuss the revisions required.
- 5.5. TIME may cancel any Purchase Order, in whole or in part, without any liability, by written notice at any time provided that such cancellation is any time before the delivery or performance date of such Deliverables. Any payment made in advance by TIME to the Vendor, shall be refunded by the Vendor within seven (7) days upon receiving the cancellation notice from TIME.

6. CHARGES, INVOICING AND PAYMENT

- 6.1. The Charges set out in the Appendix, which shall be the full and exclusive remuneration of the Vendor for the provision of the Deliverables specified in the Purchase Order and all other matters howsoever connected with the provision of the Deliverables to TIME.
- 6.2. All invoices shall be accompanied by applicable supporting documents to enable TIME to verify the content and the amount of the Invoice, failing which TIME may reject an Invoice.
- 6.3. The Vendor shall issue all invoices to TIME within six (6) months from the date in which the invoice should have been issued ("Invoicing Period"), failing which, the Vendor shall be deemed to have waived and forfeited its rights to issue the invoice. TIME is not obligated to pay any late invoice issued after the Invoicing Period.
- 6.4. TIME shall pay the Vendor all amount undisputed by TIME in the invoice within forty-five (45) days from the date of receipt of the invoice.
- 6.5. TIME may, at any time, set-off any amount due to the Vendor with any amount that the Vendor owes to Time under this Agreement, Purchase Order or such other agreement entered with the Vendor.
- 6.6. *Withholding Tax:* If TIME is required by law to make any deduction or withholding from any sum otherwise payable to Vendor under this Agreement, TIME shall be entitled to deduct or withhold such amount and effect payment thereof to the tax authority. Upon request from the Vendor, TIME will provide the Vendor official tax receipts or other evidence issued by the tax authorities sufficient to establish that any taxes which are withheld have been paid.

- 6.7. *Sales & Service Tax (SST):* If SST is applicable and payable by TIME, the Vendor shall issue a full tax invoice in compliance with the relevant laws, provide all necessary information and documents reasonably required by TIME, ensure the accuracy and validity of its SST registration details at all times, and promptly notify TIME of any changes.

7. PERFORMANCE GUARANTEE AND PARENT GUARANTEE

- 7.1. If required by TIME, the Vendor shall, at its sole expense and no later than ten (10) days after the acceptance of the Purchase Order or any other date mutually agreed, provide one or more "on-demand", irrevocable and unconditional bank guarantee in the amount prescribed by TIME and issued by a reputable financial institution acceptable to TIME ("**Performance Guarantee**") or procure the same guarantee from its holding company or ultimate holding company ("**Parent Guarantee**").
- 7.2. The Performance Guarantee or Parent Guarantee shall be valid for the duration of the Purchase Order and extended or renewed by TIME accordingly upon extension or renewal of the Purchase Order.
- 7.3. The Vendor's failure to provide or maintain the Performance Guarantee and/or Parent Guarantee shall be treated as a material breach of this Agreement and TIME shall have the right to cancel the Purchase Order in whole or in part without any liability to the Vendor.
- 7.4. Notwithstanding anything to the contrary, TIME shall not be obliged to make any payment under a Purchase Order unless and until the Performance Guarantee and/or Parent Guarantee is provided following this clause.

8. REPRESENTATION AND WARRANTIES

The Vendor represents, warrants and undertakes that:

- (a) it is properly incorporated, has the necessary authority, and this Agreement is valid and binding;
- (b) its performance of obligations will not breach any law, contract or TIME's policies;
- (c) it will comply with all applicable laws and TIME's policies when on TIME's premises;
- (d) it has and will maintain all necessary permits and approvals;
- (e) it is a qualified, experienced and skilled service provider with the necessary resources, capacity and technical expertise to perform its obligations under this Agreement, in line with current and evolving best industry practices;
- (f) the Deliverables will be fit for purpose and meet the agreed features and specifications;
- (g) all Services will be performed diligently, professionally, with due care and skill, and in accordance with the service descriptions in the Agreement and best industry practices;
- (h) it will exercise due care to avoid unreasonable interference with or damage to any existing facilities or sites during the performance of Services; and
- (i) it will minimise any disruption to TIME's network or operations when performing the Services, except for any agreed scheduled outages or disruptions.

9. DELIVERY

- 9.1. TIME shall, at its own cost, comply with all delivery, import or export requirements and obtain necessary permits.
- 9.2. If applicable, the Deliverable includes equipment, goods or products shall be supplied and delivered in accordance with the International Commercial Terms 2020 (as updated from time to time) ("INCOTERMS") as agreed by the Parties.
- 9.3. All Deliverables must be delivered carriage paid unless otherwise stipulated in the Purchase Order and adequately packed or protected to withstand transit and short-term storage. Packages shall be clearly marked with the Purchase Order number and enclosed with a packing note. The Deliverables shall be delivered to the designated warehouse or location on the agreed delivery date during TIME's working hours: Monday to Friday at 8.30 a.m to 5.30 p.m and the Vendor shall call the warehouse before any delivery.
- 9.4. All documents related to the Purchase Order shall bear the Purchase Order number. The duplicate Purchase Order must be duly signed and returned together with proof of delivery to support Vendor's invoice. Any receipt of the Deliverables must be acknowledged and duly signed by TIME's authorised personnel.
- 9.5. TIME may reject any Deliverables, in whole or in part, if they are damaged, incomplete, do not conform to the specifications, or are otherwise not in accordance with the Purchase Order. Such rejection may be made within a reasonable time following delivery and inspection. In such cases, the Vendor shall retain the risk and shall, at its own cost, remain responsible for correcting the non-compliance and completing proper delivery. TIME shall be entitled, without prejudice to any of its other rights, to procure replacement Deliverables from alternative sources and claim from the Vendor any additional costs incurred. Any prior payment by TIME shall not be deemed acceptance of the Deliverables or a waiver of TIME's right to reject them.

10. TITLE AND RISK

- 10.1. Subject to Clauses 9.5, 10.2 and 10.3, title and risk of loss or damage to the Deliverables shall pass to TIME as follows:
 - (a) for standalone Deliverables, e.g. hardware, software, equipment or goods upon acceptance of delivery at the designated delivery location; and
 - (b) for Deliverables that require testing, upon TIME's execution of an acceptance certificate in accordance with the provisions specified in the Specific Terms and Conditions or the Schedule, as applicable.
- 10.2. Acceptance of Deliverables does not waive the Vendor's obligations relating to warranties, specifications or other continuing obligations under this Agreement.
- 10.3. Upon title transfer, the Vendor shall convey full rights and title to TIME, free from all liens and encumbrances, with appropriate documentation. Such transfer shall not affect TIME's right to reject or return Deliverables under any Purchase Order.

11. LIQUIDATED DAMAGES FOR DELAY

Unless otherwise stated in the Schedule or Purchase Order, if the Vendor fails to meet any delivery date or completion date (including any extension granted), TIME may impose liquidated damages of 0.5% of the total Purchase Order value per day of delay (or part thereof), capped at 10% of the total Purchase Order value. Payment of such damages shall not relieve the Vendor of its obligation to complete delivery without any additional costs. TIME may deduct the amount from any sums payable, call on the Performance Guarantee and/or enforce the Parent Guarantee. Both Parties agree that these liquidated damages are a genuine pre-estimate of loss and not a penalty.

12. AUDIT

TIME or its appointed agent shall, at any time but not more than two (2) times a year, be entitled to access the records and premises of the Vendor to audit the Vendor's compliance with and performance of its obligations under this Agreement, e.g. the practices, procedures, systems and general controls relating to the Services. TIME shall give a minimum of ten (10) Business Days written notice and the Vendor shall comply with the reasonable requests to such audits. Each Party shall bear its own cost and expenses of the audit, unless the audit reveals or indicates a failure by the Vendor of its obligations under the Agreement, in which case the Vendor shall bear all costs and expenses;

13. TERM AND TERMINATION

- 13.1. This Agreement shall remain in full force and effect for the duration of the Agreement.
- 13.2. TIME may terminate the Purchase Order by a prior written notice to Vendor, without being liable for any payment or charges, if:
 - (a) the Vendor is in breach of any terms of the Agreement;
 - (b) the Vendor's non-compliance of TIME's policy, guideline, requirement or SOP;
 - (c) the Vendor's representations and warranties to TIME have failed or proven inaccurate in whole or part thereof;
 - (d) the Vendor fails to make adequate progress in the provision of the Deliverables, so as to delay its timely completion;
 - (e) there is a change of Control of the Vendor;
 - (f) the Vendor ceases or threatens to cease its business or operations;
 - (g) the Vendor becomes insolvent or make a general assignment for the benefit of creditors; or
 - (h) the Vendor becomes a subject of any proceeding under laws relating to bankruptcy, insolvency, dissolution, reorganisation or liquidation or similar relief, including appointment of trustee, receiver, liquidator for all or part of its assets.
- 13.3. Notwithstanding the above, TIME may terminate this Purchase Order for whatsoever reasons by giving at least fourteen (14) days prior written notice to the Vendor. In such event of termination, TIME shall only be liable to pay amount that are properly due and payable for Deliverables that have been satisfactorily provided, approved and accepted by TIME up to the date of termination. Any advance payment paid by TIME in advance shall be promptly refunded by the Vendor to TIME upon termination.

14. CONSEQUENCES OF TERMINATION

- 14.1. The terms of this Agreement shall continue to apply to any Purchase Order which are still subsisting until the Purchase Order is completed or earlier terminated.
- 14.2. Upon the expiry or termination of the Agreement, the Vendor shall within seven (7) days return to TIME or, where instructed, destroy Confidential Information of TIME, at its own cost and immediately cease using all such Confidential Information.
- 14.3. Where required by TIME, the Vendor shall provide to TIME a written undertaking confirming that it has fully complied with the foregoing clause and that it is not in possession or control of TIME's Confidential Information.

15. INDEMNITIES & LIMITATION OF LIABILITY

- 15.1. Neither Party will be liable, whether for negligence, breach of contract, tort, strict liability or otherwise and whether or not reasonably or actually possible to contemplate, for any indirect, incidental or consequential loss or damage.
- 15.2. The Vendor shall fully indemnify TIME for all costs, losses, claims, damages, expenses, penalties, fines, actions, demands, suits and/or proceedings incurred or suffered by TIME, its Affiliates or Personnel which arises out of or in connection with (a) the Vendor's act, omission, negligence, default, non-compliance, misconduct or breach of this Agreement; or (b) any infringement or claim of infringement of third party Intellectual Property Rights. In such claims, demands, actions or proceedings, the Vendor shall not enter into any settlement, make any admission, or waive any available defences without TIME's prior written consent. The indemnity obligation shall survive the expiry or termination of the Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Neither Party shall acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by the other Party or the other party's respective affiliates through the provision of the Deliverables.
- 16.2. Intellectual Property Rights in any Deliverables which are specifically created and/or customized for TIME by the Vendor or its sub-contractors on its behalf (whether alone or jointly with TIME), pursuant to this Purchase Order shall belong to and be vested in TIME on its creation without restrictions and conditions unless otherwise agreed by the Parties.

17. CONFIDENTIALITY

The Parties acknowledge that a separate non-disclosure agreement ("NDA") has been entered into between them, which governs confidentiality obligations. In addition, the Vendor shall keep all Confidential Information (defined in the NDA) related to this Agreement confidential and ensure its Personnel do the same. Such information shall only be used to perform the Vendor's obligations under this Agreement, unless otherwise permitted by law. These confidentiality obligations shall survive for five (5) years after the expiry or termination of this Agreement. In the event of any conflict between the NDA and this GTC with respect to confidentiality, the terms of this GTC shall prevail.

18. DATA SECURITY AND PROTECTION

Where the Vendor receives, processes and/or has access to any data from TIME under this Agreement or Purchase Order, the Vendor shall also comply with TIME's Data Processing Addendum. The obligations herein shall survive the termination or expiry of the Agreement.

19. PERSONAL DATA PROTECTION

If the Vendor receives, processes and/or has access to any personal data from TIME under this Agreement or any Purchase Order, the Vendor shall fully comply with the Personal Data Protection Act 2010 ("PDPA") and the relevant regulations and guidelines and shall process such personal data only as instructed by TIME and strictly for the purpose of fulfilling its obligations under this Agreement. The obligations herein shall survive the termination or expiry of the Agreement.

20. ANTI-BRIBERY AND ANTI-CORRUPTION

- 20.1. Vendor agrees to comply with and ensure all its Personnel comply with all applicable laws and regulations relating to anti-bribery and corruption and TIME's Anti-Bribery & Corruption Policy. The Vendor shall take all measures to prevent corrupt practices, unfair means and illegal activities at all times throughout the term of the Agreement, including maintain accurate books, records and accounts related to its activities and internal controls.
- 20.2. Any breach of this Clause 20 shall be deemed a material breach of this Agreement and TIME shall have the right to suspend payment or to immediately terminate this Agreement without any liability whatsoever.

21. OCCUPATIONAL HEALTH AND SAFETY ACT 2022 (OSHA)

The Vendor confirms and shall ensure that it, its personnel and its sub-contractors have read, understood, and shall, at all times, comply with all applicable safety laws (including the Occupational Safety and Health Act and similar laws) and the Customer's health, safety and environmental requirements or guidelines.

22. COMPLIANCE WITH LAW AND CODE OF CONDUCT

The Parties shall comply with all applicable laws in the performance of its obligations under the Agreement. The Vendor shall ensure that all Deliverables and its Personnel shall comply with all applicable laws and shall obtain from competent authorities all necessary permit, licence, visa and

authorisation for performance of its obligations under this Agreement. The Vendor shall comply with TIME Vendor's Code of Conduct which may be updated by Time from time to time.

23. INSURANCE

Without limiting its obligations and liabilities under the Agreement, the Vendor shall, at its own cost, maintain the necessary and adequate insurance for the full term of the Agreement. Upon request, the Vendor shall furnish a copy of the relevant certificate(s) of insurance to TIME and if required by TIME, the Vendor shall increase the insurance coverage value.

24. FORCE MAJEURE

Neither TIME nor the Vendor shall be liable for any delay or failure to perform its obligations under this Agreement where and to the extent such delay or failure is caused by Force Majeure event.

The Party affected by a Force Majeure event shall notify the other Party in writing within ten (10) days of becoming aware of the event, specifying its nature, expected duration, delay and impact on performance and use its commercially reasonable endeavours to prevent or minimise any such impact and delay.

The Parties agree that Force Majeure **shall not** include the following:

- (a) late delivery of materials caused by market oversupply, oversold conditions or similar occurrences;
- (b) late performance by a Vendor caused by a shortage of labour, deficiencies of equipment and materials or similar occurrences, except where such delay results from Force Majeure events and no acceptable alternatives is available; and
- (c) financial distress or insolvency of the Vendor or its subcontractors.

Notwithstanding anything to the contrary, if a Force Majeure event continues for more than ninety (90) days, then TIME shall have the right to terminate this Agreement by giving a prior written notice of seven (7) days.

25. ASSIGNMENT

Due to the nature of the transactional relationship between the Parties, the Vendor shall not, assign, novate or transfer any or all of its obligations under this Agreement to any person, entity or organisation, unless with the prior written consent of TIME. TIME may assign, novate or transfer this Agreement to any of its Affiliates by notice in writing to the Vendor. The Vendor shall, where requested by TIME, take such reasonable steps to execute such documents to give effect to the said assignment, novation and/or transfer.

26. SUBCONTRACTING

The Vendor shall not sub-contract the performance of any of its obligations under this Agreement to any third party without prior written consent of TIME, which may be granted or withheld by TIME, in its sole discretion. The failure to comply with this Clause 26 shall be construed as a material breach of this Agreement.

27. SERVICE OF NOTICE

Any notice, request or other communication with reference to this Agreement shall be in writing. A notice request or other communication sent: (i) by hand shall be deemed to have served on the day of delivery; (ii) by registered post shall be deemed to have been served on the 3rd (third) day after posting; (iii) by e-mail or electronic transmission shall be deemed to have been received on the first (1st) business day after the e-mail is sent; (iv) by posting the notice on the relevant websites, the day such notice is posted. If any delivery or receipt occurs on a day that is not a Business Day or is delivered later than four (4) pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next Business Day. Each Party's address for the service of Notice shall be as stated in the Purchase Order.

28. DISPUTE RESOLUTION

- 28.1. If there is any dispute, controversy or claim arising out of or relating to the Agreement ("**Dispute**"), either Party may issue a written notice ("**Dispute Notice**") to the other Party stating the nature of the Dispute and requesting good faith discussion. If the Dispute remains unresolved after sixty (60) days from the date of the Dispute Notice, either Party may refer the Dispute to arbitration following the Asian International Arbitration Centre ("**AIAC**") arbitration rules. No court or arbitration proceedings may be commenced unless this process has been followed.
- 28.2. The arbitration proceedings shall be conducted in English in Kuala Lumpur. There shall be three (3) arbitrators. Each Party shall appoint one (1) arbitrator respectively within thirty (30) days of the referral of the Dispute. The two appointed arbitrators shall agree on the third arbitrator within thirty (30) days, failing which, the third arbitrator shall be appointed by the Director of AIAC.

- 28.3. The arbitration award shall be final and binding on the Parties. The fees for the arbitration and/or other charges shall be borne by the losing Party, unless otherwise decided by the arbitrators.
- 28.4. Notwithstanding anything to the contrary, a Party shall not be prevented from seeking or obtaining an enjoining order, interim order or interim relief in the court prior to commencement of arbitration.
- 28.5. The Vendor shall not disclose the existence, details or outcome of the Dispute or any related arbitration (including the award), unless otherwise required by law or rules of any stock exchange.
- 28.6. Notwithstanding any Dispute, negotiation, mediation or arbitration at any time, the Vendor shall continue with the performance of its obligations.

29. GENERAL CLAUSES

- 29.1. **Governing Law** - The Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 29.2. **Amendments to the General Terms and Conditions** - TIME may, at its absolute discretion to amend, vary, modify or waive any General Terms and Conditions and/or any Specific Terms and Conditions. Such amendments shall take effect upon being posted on the Vendor Portal or TIME's corporate website, unless otherwise stated by TIME in writing. The Vendor shall be deemed to have accepted the amended terms if it continues its business relationship with TIME or continues performing its obligations under the Agreement without raising any written objection.
- 29.3. **Severability** - In the event of the invalidity of any provision of the Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of the Agreement and further agree to substitute for such invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 29.4. **Survival of Provisions** - Any terms of this Agreement that are expressly stated to survive or are intended by their nature to continue, will remain in effect after the expiry or termination of the Agreement. This includes all representations, warranties and indemnities.
- 29.5. **Time of The Essence** - Where a time period has been specifically provided for in the Agreement, the time period stated therein shall be of the essence.
- 29.6. **Waiver of Remedies** - No delay or failure by TIME to exercise any right, power or remedy under this Agreement shall be considered a waiver of that right. A partial or single exercise of any right does not prevent further or full use of that or any other right.
- 29.7. **Cumulative Rights and Remedies** - Except as expressly provided in the Agreement, the rights of a Party under this agreement are in addition to and do not exclude or limit any other rights or remedies provided by law.
- 29.8. **Further Assurances** - Upon request by TIME, the Vendor agrees to promptly sign any documents and take any necessary actions, at no additional cost, to complete or support the transactions under the Agreement.
- 29.9. **Relationship** - Nothing in the Agreement, or in any document referred to in it or any arrangement contemplated by it shall be construed to constitute either Party a partner or agent of the other Party for any purpose whatsoever.
- 29.10. **Costs and Expenses** - Each Party is responsible for its own costs and expenses in relation to the Agreement. The Vendor shall bear the stamp duty of the Agreement, if applicable.
- 29.11. **Language** - All data, correspondence, document, description, diagram, instructions, marking for ready identification of major items in relation to the Deliverables and correspondences shall be in the English language. Should the text of this Purchase Order, the Statement of Work, or any other document in relation to the foregoing exist in another language other than English, then the present English version shall prevail over any other language versions.
- 29.12. **Successors in Title** - The Agreement shall be binding upon the successors in title of the Parties.
- 29.13. **Public Announcements** - The Vendor shall not make any public announcements or publicity releases relating to the Agreement without TIME's prior written approval.
- 29.14. **Entire Agreement** - This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement.

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SPECIFIC TERMS AND CONDITIONS OF PURCHASE ORDER

These Specific Terms and Conditions ("STC") together with the General Terms and Conditions ("GTC") and the Purchase Order, including all schedules and appendices attached thereto (collectively, the "Agreement") shall be read together and constitute the entire and sole binding agreement between the Parties with respect to the subject matter herein.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise defined in this STC, capitalised terms in the GTC shall have the same meaning in this STC.

1.2 In this STC:

"**Acceptance**" means the Services are accepted by TIME for having passed the relevant Acceptance Tests;

"**Acceptance Certificate**" means a certificate duly signed by an authorised signatory of TIME signifying TIME's Acceptance of the Deliverables;

"**Acceptance Test**" means the end-to-end testing(s) conducted on the Deliverables to ascertain that the Deliverables comply with the Specifications, have been commissioned successfully and its operations compatible with and are able to inter-operate seamlessly with the Network as well as third party products, system and network (as applicable);

"**Delivery Date**" means the date, as set out in the Schedule or Purchase Order (or any extension thereof), that the Deliverables (or part thereof) are required to be delivered by Vendor to TIME;

"**Documentation**" means all the relevant documents and data, in full description in the form of technical details, electrical protocol, interfaces and information concerning Vendor's interpretation of the interfaces, including but not limited to 'as built' drawings, technical drawings, flow charts, programming listings overview, modification details, handbooks, manuals and operating manuals for training, installation, operation, maintenance and testing of any Deliverables and/or network diagrams, standard recommendations supporting operation and maintenance, compliance table to relevant international industry standards, specifications and other related materials in machine or human readable form stored in any printed or printable form and all instructional and informational aides in any form (including audio, video and text) and or any medium in relation to the use, operation and maintenance of any Deliverables;

"**Endemic Failure**" means any defect in design, material and/or workmanship in any Deliverables or part thereof (including third party Deliverables) that either:

- (a) repeats itself in a systematic or significant way;
- (b) affects the fundamental use and functionality of the Deliverables or part thereof; or
- (c) although existed during the Warranty Period, due to its inherent nature, was impossible to detect until after the expiration of such Warranty Period;

"**Hardware**" means Vendor's and third party's off-the-shelf equipment, spare parts and items (excluding Software and any peripherals, ancillary items and related Documentation) supplied by Vendor to be used in the Network. The Hardware ordered will be specified in the respective Purchase Order(s);

"**INCOTERMS**" means the International Commercial Terms 2020;

"**Network**" means TIME's telecommunications infrastructure, network and systems in Malaysia and other countries, including any expansion thereof from time to time;

"**Schedule**" means a document stipulating the detailed scope of works and terms of the Service(s) provided by the Vendor to TIME;

"**Software**" means:

- (a) any computer, executable code, programmes, software, module or package or any part thereof in binary code;
- (b) all user documentation in respect of such programs;
- (c) all updates and new releases to the Software together with input and output formats, modules and workarounds and any part of the software, object codes, programme listings, data models, flow charts, outlines, narrative descriptions, operating instructions and supporting documentation; and

- (d) the tangible source media upon which such programmes and documentation are recorded, including all back-up copies.

Software available for licensing may include third party Software. Software purchased or licensed will be set out in the respective Purchase Order(s). Software refers to both basic and optional off-the-shelf software;

"**Specifications**" means the technical and functional requirements for the Hardware, Software and Services as set out in the Schedule, and includes detailed descriptions of design and materials used, standards of workmanship or materials to be met, behaviours or other characteristics of a component, element, system or network, manufacturers and the Vendor's specifications, specifications relating to compatibility, interoperability, integration and interfacing, and such other specifications as would reasonably be expected for products, works and services having the purpose and characteristics of the Services, or as specified by any applicable international standards, including any amendments from time to time agreed between the Parties;

2. AGREEMENT

2.1 Parties agree that the Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous agreements and correspondences whether appearing on any quotations, proposals, invoices or other documents, whether written or oral, and any shrink-wrap and click-through software licensing agreements such as End-User License Agreement (EULA) or any other agreement of similar nature entered hereinafter, pertaining to the subject matter herein. For avoidance of doubt, this exclusion does not preclude TIME from amending any provisions in the Agreement in accordance with the provisions under the GTC or this STC after the coming into effect of this STC.

2.2 In the event of any inconsistency between the documents, the following will be the order of priority:

- (a) Schedules;
- (b) this Specific Terms and Conditions;
- (c) the General Terms and Conditions;
- (d) the INCOTERMS (if any);
- (e) the Purchase Order (unless it is expressly referred to and stated therein, with the Parties mutual agreement, to override a specific clause of GTC or STC and such override shall only apply only to the extent so stated).

3. SERVICES

3.1 TIME may purchase the following Services from Vendor:

- 3.1.1 installation and commissioning Services;
- 3.1.2 end-to-end turnkey Services; and/or
- 3.1.3 such other Services as may be set out in the Schedule.

3.2 Vendor undertakes to provide and deliver the Services in a manner that ensures interoperability and end-to-end compatibility with TIME's Network as a whole, including without limitation:

- (a) performing integration tests, including tests relating to the inter-conjunction of the relevant Deliverables with the Network; and
- (b) adapting into and verifying the operations of the Deliverables with the Network, the interfaces, conjunctions, inter-working relations, mediations, links and payload and traffic or data management flows of the Network, and every part shall, when complete, jointly fulfil the requirements of the Specifications.

3.3 Upon completion of verification, Vendor shall provide an integration report to TIME within three (3) Business Days specifying the result of such verification and the list of outstanding issues and action plans which the Vendor shall undertake.

4. IMPLEMENTATION PLAN

4.1 Where required by TIME, Vendor shall provide an implementation or delivery plan ("**Implementation Plan**") setting out key dates, delivery milestones, and any dependencies related to the fulfilment of this Purchase Order.

4.2 The Implementation Plan shall be submitted for TIME's review, and Vendor shall incorporate any reasonable comments provided by TIME.

4.3 Vendor shall comply with the agreed Implementation Plan and shall promptly notify TIME of any delays, deviations, or changes. Any revision to the Implementation Plan shall require TIME's prior written approval.

4.4 For the avoidance of doubt, any approval or review by TIME regarding the Implementation Plan shall not relieve Vendor of any of its obligations under this Purchase Order, including timely delivery and performance.

5. DELIVERY

- 5.1 Vendor shall supply and deliver the Deliverables in accordance with the Purchase Order, provisions of this STC and the INCOTERMS.
- 5.2 If the Deliverables are delivered prior to the Delivery Date, TIME is entitled to either accept or reject the Deliverables. If TIME opts to reject the Deliverables, Vendor shall bear all additional costs and expenses to remove the Deliverables from the place of delivery and to re-deliver the Deliverables on the Delivery Date.
- 5.3 TIME may reject (in whole or in part) the Deliverables if, upon inspection, the packaging is damaged and the quantity does not match that as specified in the consignment note or Purchase Order. Vendor shall re-deliver the rejected Deliverables in accordance with this STC at Vendor's own cost.
- 5.4 If the quantity and packaging are in order, TIME shall issue a Goods Receipt Notice to Vendor, which issuance shall in no way be construed as Acceptance by TIME.
- 5.5 TIME reserves the right to reject any defective, damaged or missing components of the Deliverables upon unpacking the consignments, which Vendor shall replace and deliver to TIME in accordance with this STC at Vendor's own cost.
- 5.6 Vendor shall, at its own cost, obtain (or where applicable, assist TIME to obtain) all requisite permits in relation to the importing or exporting of the Deliverables. Any non-compliance therein shall entitle TIME to reject such Deliverables and any costs incurred therefrom shall be borne by Vendor.
- 5.7 Vendor shall keep TIME updated at all times on the progress of the Delivery.

6. ACCEPTANCE

- 6.1 Parties shall physically conduct joint Acceptance Tests for any Deliverables, unless mutually agreed otherwise.
- 6.2 The procedure and criteria for such Acceptance Tests shall be specified in the Schedule.
- 6.3 Vendor shall provide its own installation and test tools during installation and Acceptance testing(s).
- 6.4 The Acceptance Tests for the Hardware, Software and Services shall be conducted by the date specified in the Implementation Plan, unless otherwise agreed by TIME.
- 6.5 The results of any Acceptance Tests shall be recorded in the Acceptance Certificate, and if accepted by TIME, shall be signed off accordingly by TIME's duly authorised representative, without prejudice to its rights and remedies under this Agreement.
- 6.6 If Vendor fails to fulfil any criterion in the Acceptance Test, Vendor shall, promptly at its own costs and without prejudice to TIME's other rights and remedies, conduct additional round of test(s) until all criteria have been fulfilled. TIME may elect to carry out further Acceptance Test on its own to rectify any defects, and the costs incurred therein shall be borne by Vendor, or, if paid by TIME, shall be reimbursed by Vendor to TIME or set-off from the amount due and owing by TIME to Vendor.
- 6.7 If, after two (2) repeated Acceptance Tests, any part of the Deliverables fails to fulfil a criterion in the Acceptance Test, including non-compliance with the Specifications or its operations incompatible and/or unable to inter-operate seamlessly with the Network or with third party products, system and network (if applicable), Vendor shall be considered to be in material breach of the relevant Purchase Order and TIME may reject such Deliverables or elect to exercise its rights and remedies under this Agreement.
- 6.8 Vendor acknowledges that if successful completion of such tests was based upon all of the active functionalities being turned on at the time of testing, should Vendor subsequent to receiving any Acceptance proceed to deactivate any such functionalities or interfaces without the consent of TIME, then the acceptance shall be deemed withdrawn and any payment that may have been due will become void. If any payment has been made by TIME, then such payment shall be returned to TIME within fourteen (14) days from the date of such deactivation.
- 6.9 All Deliverables shall be tested at the place of delivery and Vendor shall make all necessary preparations to mitigate any interference to TIME's Network, save as otherwise agreed by TIME.

7. DELAYS AND LIQUIDATED DAMAGES

- 7.1 Within two (2) Business Days upon Vendor becoming aware that it will not, or is unlikely to achieve, a Delivery Date, it shall promptly notify TIME in writing and provide the following details (including supporting documents):
- the cause(s) of the delay;
 - the expected duration of the delay;
 - Vendor's other obligations that will be impacted by the delay; and
 - the steps and duration to be taken to remedy the delay.

- 7.2 Vendor shall, periodically or as and when requested by TIME, update TIME of the matters referred to in **Clause 7.1**.
- 7.3 Without prejudice to TIME's other rights and remedies under this Agreement or at law, if Vendor fails to meet any Delivery Date (or any extension thereof), TIME shall be entitled to claim for Liquidated Damages stipulated below (or as otherwise prescribed in the Schedule or Purchase Order, as the case may be):

Liquidated Damage is a sum equivalent to 0.5% of the total value of the Purchase Order related to the Deliverables of each day of delayed (or any part thereof) up to a maximum amount of 10% of the total value of the said Purchase Order.

- 7.4 The payment of Liquidated Damages shall not relieve Vendor from its obligation to provide and/or deliver the Deliverables in accordance with the terms of this Agreement.
- 7.5 Vendor shall on demand pay such Liquidated Damages to TIME within fourteen (14) days thereof, failing which TIME shall be entitled to:
- set-off such amounts from any amount due and payable to Vendor under any Purchase Order; and/or
 - if applicable, exercise any other rights and remedies including but not limited to making a call on the Performance Guarantee and/or enforcing the Parent Guarantee.
- 7.6 The Parties acknowledge that Liquidated Damages represent a genuine pre-estimate of TIME's loss, is in proportion to TIME's interest in enforcing performance, and is not imposed on the Vendor as a penalty.

8. EXTENSION OF TIME

- 8.1 Vendor may submit a written request to TIME for an extension of Delivery Date for any delays not caused by Vendor (including any sub-contractors of Vendor). The decision to grant an extension is at the sole and absolute discretion of TIME.
- 8.2 If an extension is granted, Vendor shall complete the performance under the Purchase Order by the mutually agreed extended date at no additional costs to TIME.
- 8.3 Vendor may only request for extension by reason of the following:
- Force Majeure Event;
 - delays proven to be directly caused by TIME; and/or
 - acts or omissions of other persons or contractors employed by TIME in executing work not forming part of a Purchase Order.
- 8.4 Vendor's right to request for an extension of time under this **Clause 8** is conditional upon the Vendor:
- first notifying TIME in writing of the delay or potential delay;
 - providing evidence that the delay is attributable to one or more factors set out in **Clause 8.3**; and
 - undertaking reasonable effort to mitigate the effect of the delay.

9. ENDEMIC FAILURE

- 9.1 If TIME discovers an Endemic Failure in the Hardware and/or Software supplied by Vendor, TIME may notify Vendor in writing, providing a summary of the Endemic Failure.
- 9.2 If Vendor becomes aware of an Endemic Failure occurring in the Hardware and/or Software anywhere in the world and the same type of Hardware and/or Software has been supplied to TIME, Vendor shall immediately inform TIME of the same in writing.
- 9.3 Within five (5) days of either the receipt of the written notice by TIME under **Clause 9.1**, or informing TIME of the Endemic Failure under **Clause 9.2**, Vendor shall either:
- remedy the Endemic Failure so the Deliverables may fully function in accordance with the Specifications and other requirements in the Agreement; or
 - replace the Deliverables affected by Endemic Failure (including any Hardware or Spare Part thereof) with identical or similar type supplied by Vendor to TIME, regardless of whether such other identical or similar deliverables are, at the time of replacement, is subject to the same Endemic Failure or not.
- 9.4 Any remedial work or replacement to the Deliverables shall be subject to Acceptance Test and new Warranty Periods (irrespective of whether the existing Warranty Period for the affected Deliverables has expired or not).
- 9.5 If requested by TIME, Vendor shall, at its own cost and risk, immediately remedy at or collect from the location designated by TIME all Deliverables affected by the Endemic Failure. If Vendor does not collect such Deliverables within a reasonable period of time, then TIME may deliver all or some of the affected Deliverables to Vendor at Vendor's cost and risk.
- 9.6 If Vendor has failed to remedy such Endemic Failure in accordance with **Clause 9.3**, without prejudice to any of TIME's rights and remedies under this Agreement or at law, TIME may issue prior written notice to Vendor to terminate any affected Purchase Order.

9.7	This Clause 9 shall apply to each Deliverable for a period of five (5) years from the date of Acceptance of the Deliverable, unless otherwise specified in the Schedule.	14.2	Parties shall meet as often as is reasonably necessary to facilitate the implementation of all Deliverables.
10.	MAINTENANCE AND SUPPORT	14.3	Vendor shall prepare and provide progress report of each meetings, schedule and action plan as and when reasonably required by TIME.
10.1	Any maintenance and support services, if required by TIME, shall be provided by Vendor in accordance with the terms and conditions under the relevant Schedule.	14.4	Vendor shall use best effort to ensure that TIME's Network is not disrupted by Vendor carrying out its obligations under the Agreement save and except for any scheduled disruption agreed with TIME.
10.2	Vendor shall ensure that the maintenance and support shall be made available to TIME for a minimum period of five (5) years from the Delivery Date, unless otherwise specified in the Schedule.	15.	VENDOR PERSONNEL
11.	END OF LIFE AND END OF SUPPORT	15.1	Vendor shall commit to sufficient number of personnel as is necessary to perform its obligations under this Agreement.
11.1	In the event that any: (a) Hardware will be discontinued and/or no longer supplied or offered including due to the end of life of the Hardware; and (b) Software will no longer be supported, (collectively " End of Life "), Vendor shall provide written notification to TIME at least twenty-four (24) months prior to the date of the End of Life, which shall state, amongst other things: (i) the date of the End of Life of the Hardware and/or Software; and (ii) details of the new Hardware and/or Software replacing the outgoing Hardware and/or Software.	15.2	If TIME reasonably believes the performance of Vendor's personnel (including any appointed project manager and key personnel) is unsatisfactory, or their conduct improper, or is in violation of the law or TIME's code of conduct, TIME may notify Vendor and upon receipt of any such notification, Vendor shall within five (5) Business Days, take prompt and corrective action at Vendor's own cost. If after such five (5) Business Days, the problem is not rectified to TIME's reasonable satisfaction, Vendor shall within ten (10) Business Days replace such person with another person reasonably acceptable to TIME at the Vendor's own cost.
11.2	At any time after receiving notification from Vendor pursuant to Clause 11.1 , Vendor acknowledges and agrees that TIME may request Vendor to provide replacement Hardware and/or Software to undertake any proof of concept and/or compatibility test, and Vendor agrees to provide reasonable support to TIME.	15.3	Vendor is solely and fully responsible for all acts and omission of its personnel, and is solely responsible for the payment of salaries, benefits and plans, required by law, to its personnel and for the payment of any and all federal, state and local taxes, withholding tax or other payments due on such compensation.
11.3	If any Hardware and/or Software (including Hardware and/or Software which has reached end of life) is no longer supported by Vendor (" End of Support "), Vendor shall provide written notification to TIME at least sixty (60) months prior to the date of the End of Support, which shall state, amongst other things, the date of the End of Support of the Hardware and/or Software.	15.4	Vendor shall ensure that its personnel and sub-contractors have the requisite visas, work permits, employment passes, safety passport, certification, approvals and consents to carry out the obligations under this Agreement.
12.	DOCUMENTATION	16.	RECORD RETENTION
12.1	Vendor shall provide to TIME the complete Documentation relating to the use, operation and maintenance of any Deliverables at its own cost.	16.1	Vendor shall, and shall ensure that all its sub-contractors will, keep or cause to be kept, complete, up-to-date and accurate record of all data, materials and documents which relate to the Deliverables and Vendor's performance under this Agreement, in a secure facility readily accessible by TIME and any auditor or regulator for at least seven (7) years from the creation of the records or the date of the relevant transaction, whichever is later, or such other period as may be required by applicable laws.
12.2	The Documentation shall be: (a) in the English language; (b) user friendly; and (c) comprehensive and provide detailed description of the format, functions, processes and how any Deliverables is to be used, operated and maintained.	16.2	Vendor shall, within ten (10) Business Days from TIME's request, provide all such records as required for verification of compliance with this Agreement.
12.3	Vendor shall provide one (1) hard copy and one (1) soft copy of such Documentation and allow TIME to make multiple copies of the same for training, operation and maintenance purposes or any other purpose as may be necessary to operate the Network or part thereof, or as may be detailed in this Agreement.	16.3	Vendor shall provide no less than ninety (90) days' prior written notice to TIME of its intention to destroy or dispose of any records.
12.4	If any part of the Documentation is incomplete, incorrect or unintelligible, the Party discovering such deficiency shall notify the other Party and Vendor shall immediately complete or correct such part of the Documentation at no cost to TIME.	17.	REPRESENTATIONS AND WARRANTIES
13.	CHANGE REQUEST	17.1	Vendor acknowledges and agrees that, in addition to the representations and warranties as set out in the GTC, the representations and warranties herein shall: (a) be given as at the date of this Agreement and repeated by Vendor at the time each Purchase Order is placed by TIME; and (b) not result in a breach of any order, judgement or decree of any court, government body, statutory authority, regulatory body or other government agency to which it is a party or by which it is bound.
13.1	If TIME wishes to make any amendment or variation to a Schedule or Purchase Order, TIME shall notify Vendor in writing (" Change Request ").	17.2	Without limitation to the duration of the Warranty Period, Vendor represents, warrants and undertakes, in respect of the Deliverables, that: (a) it has good and valid title to the Deliverables and a legally enforceable right and power to grant any title or licence under this Agreement to TIME; (b) it shall deliver to TIME such good title and licence free of any lien, pledge, encumbrances, mortgage, or any other charge or right whatsoever of any third party; (c) neither the possession, use, copying, adaptation, authorised development, modification, supply of or maintenance of the Deliverables, or any part thereof, will infringe the Intellectual Property Rights; (d) the Deliverables shall in all respects: (i) be approved or type-approved by the appropriate authority; (ii) comply with applicable laws including those relating to quality assurance, quality of service and the environment; (iii) are suitable for the climate and are able to withstand the climate conditions of the area at which the Deliverables are installed and/or operating; (iv) meet and comply with industry standards; and
13.2	Vendor shall use best effort to implement the Change Request without any cost to TIME, within seven (7) days from the receipt of the Change Request (or any mutually agreed extension thereof).		
13.3	If there are costs to be incurred, Vendor shall, within five (5) days of receipt of the Change Request, submit to TIME a quotation for such Change Request (" Quotation ").		
13.4	If necessary, within seven (7) days from the receipt of the Change Request or Quotation (as applicable), Parties shall meet to discuss whether there are further information and/or revisions required.		
13.5	If TIME accepts the Quotation, the Change Request shall only take effect on the date specified in the Purchase Order (issued pursuant to such Change Request), or such other date to be mutually agreed by Parties.		
13.6	If TIME rejects the Quotation, the Change Request shall be deemed to be cancelled forthwith.		
14.	PROJECT MANAGEMENT		
14.1	Vendor shall appoint a project manager and sufficient key personnel and ensure that they oversee and execute the supply and implementation of all Deliverables in accordance with the Purchase Order, Implementation Plan or Schedule, as the case may be.		

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| | (v) | are fully compatible, interchangeable, inter-operable and integrable with TIME's Network (existing and future) and where applicable, third party products, systems and networks. | 19.2 | Vendor shall, at its own cost, execute and complete all works necessary to rectify and remedy any defect during the Warranty Period. |
| 17.3 | All Deliverables supplied to TIME shall be: | | 19.3 | If any Deliverables fail to perform or any defect appears or is discovered at any time during the Warranty Period, Vendor shall rectify the defect in accordance with the service level in the Schedule (or as mutually agreed otherwise), failing which, TIME shall, without prejudice to any of its other rights and remedies, be entitled to replace the affected Deliverable or engage a third party to repair the defects in accordance with the instructions and/or manual provided by Vendor, at Vendor's sole cost and expense. |
| | (a) | new and unused and the most up-to-date model and version available on general release to Vendor's customer; | | Vendor shall, in respect of each Deliverable, throughout the Warranty Period, provide TIME with monthly activity reports (in a form approved by TIME), specifying: |
| | (b) | of good quality, free from defects and deficiencies; and | | (a) any areas of non-compliance with the warranties notified by TIME or discovered by TIME or Vendor; and |
| | (c) | unaffected by past, present or future date change on the performance or functionality of the Deliverables. | | (b) corrective action, including response and restoration times, taken by Vendor to remedy each area of non-compliance. |
| 17.4 | Vendor represents, warrants and undertakes, in respect of the Software supplied to TIME, that: | | 20. | INTELLECTUAL PROPERTY RIGHTS |
| | (a) | it has or will acquire good and valid title to the Software and has obtained all third party licenses and consents (including the right to sublicense the same to TIME) necessary to grant a licence in accordance with this Agreement to enable TIME to use royalty-free any relevant third party software modules embodied within or used in connection with the Software and the hardware, and any third party documentation or materials furnished as part of the implementation of the Services without payment by TIME to any such third party; | 20.1 | Intellectual Property Rights in any Deliverables which existed prior to a Purchase Order or which are created outside the scope of this Agreement (" Pre-Existing Works ") belong to the respective Parties (or their Affiliates or third-party licensors). |
| | (b) | it is capable of validly assigning all Intellectual Property Rights in the Customised Works to TIME or such third party as may be designated by TIME; | 20.2 | Intellectual Property Rights in any Deliverables which are specifically created and/or customised for TIME by Vendor or its sub-contractors on its behalf (whether alone or jointly with TIME), pursuant to a Purchase Order (" Customised Works ") shall belong to and be vested in TIME on its creation without restrictions and conditions unless otherwise agreed by the Parties. |
| | (c) | the Software (including all modifications, enhancement and customisation) do not in any way infringe any third party rights; and | 20.3 | If any Intellectual Property Rights in the Customised Works vests (either by operation of law or otherwise) in Vendor or persons acting on behalf of Vendor, Vendor shall assign or procure the assignment of the Intellectual Property Rights in the Customised Works to TIME or such third party as TIME may designate. Vendor agrees that it will execute, at its own costs, all documents and do all acts necessary to give effect to such assignment. |
| | (d) | the Software will not contain any malware. | 20.4 | In respect of any Intellectual Property Rights in any Deliverables owned by Vendor and/or third parties, Vendor grants to TIME a perpetual, irrevocable, fully paid, royalty-free and non-exclusive licence to TIME, its Affiliates and its third party suppliers or contractors to possess, use, develop, modify and copy any Deliverables for business, operations and maintenance purposes. For the avoidance of doubt, "develop" and "modify" as used above shall require Vendor's prior approval. |
| 17.5 | Vendor represents, warrants and undertakes that the Services shall be properly and completely supplied, delivered, installed, integrated, optimised, commissioned, tested, interfaced and interconnected with the Network and third party products, systems and networks if applicable, and maintained and supported, in accordance with all Specifications and provisions under this Agreement. | | 20.5 | Without prejudice to TIME's other rights and remedies under this Agreement or at law, Vendor shall fully indemnify, defend and hold harmless TIME from and against any and all damages, losses, liabilities, judgement, settlements, interest, awards, costs and/or expenses suffered or incurred by TIME arising out of or relating to any lawsuits, claim, threat, actions, proceedings or demands by any third party arising from Vendor's possession, use, copying, adaptation, development, modification, maintenance or supply of the Deliverables or part thereof that infringes the Intellectual Property Rights of any third party. |
| 17.6 | Vendor represents and warrants that as at the date of delivery of the Documentation, they are complete and accurate and free from incorrect and/or omitted instructions and references which may affect the performance and/or operation of any Deliverables. | | 20.6 | In the event of occurrence of any claim relating to Vendor's alleged infringement of third party's Intellectual property Rights, TIME shall (a) promptly notify Vendor in writing of any such claim and grant control of the defense and all related settlement negotiations to Vendor; and (ii) cooperate with Vendor, at the Vendor's expense, in defending or settling such claim, provided that any such settlement shall require TIME's prior written consent. TIME may have its own counsel in attendance at all public interactions and substantive negotiations at its own cost. |
| 17.7 | Vendor represents and warrants that: | | 20.7 | Where the Deliverables or any part thereof is or in Vendor's opinion is likely to be, claimed to infringe any third party Intellectual Property, or TIME's use or continued use and/or operation of the Deliverables is threatened, Vendor may at its expense: |
| | (a) | all information provided to TIME shall be true, complete and accurate at all times and TIME may rely on all such information without having to carry out any independent verification; and | | (a) procure for TIME the right to continue using, copying, adapting, developing, modifying or maintaining the Deliverables (or any part thereof) in accordance with the terms of the Agreement; |
| | (b) | it has examined, will examine and become familiar with this Agreement and will obtain all necessary information as to risks and contingencies that an experienced vendor would take into account. | | (b) modify the Deliverables so that it ceases to be infringing; |
| 17.8 | TIME gives no warranty with respect to the information that it provides either as to its accuracy or sufficiency or as to how the information should be interpreted and Vendor shall make use of and interpret the information at its own risk as TIME shall be entitled to rely upon Vendor as a professional, experienced and skilled expert. | | | (c) replace the Deliverables with non-infringing alternatives; or |
| 17.9 | Vendor represents and warrants that it is adequately financed to meet all its financial obligations which it may be required to assume under this Agreement and it will perform its obligations under this Agreement in an expeditious and economical manner. | | | (d) reimburse TIME such costs of modifying or replacing the Deliverables which TIME incurs in the course of procuring the non-infringing alternatives, |
| 18. | REMEDIES FOR BREACH OF REPRESENTATION AND WARRANTIES | | | provided that any modification or replacement must be in compliance with the Specifications and terms of this Agreement. |
| 18.1 | Without prejudice to any other rights and remedies of TIME, if there is a breach of any of the warranties under this Agreement, TIME shall have the right to require Vendor to, at its own cost, promptly take all reasonable actions in order to secure compliance with the said warranties including, but not limited to: | | 20.8 | If Vendor fails to comply with Clause 20.7 within thirty (30) days upon becoming aware of an infringement claim, or the likelihood of it, or upon being notified by TIME of such claim, (as the case may be), TIME shall be entitled to terminate the Purchase Order and/or this Agreement in accordance with the provisions under the GTC. |
| | (a) | replacing the Hardware or Software with items conforming to such warranties; | | |
| | (b) | re-rendering the Services of the replaced Deliverable free of charge; | | |
| | (c) | providing workaround, additional or replacement Services, at no additional charge; and/or | | |
| | (d) | reimburse TIME for any costs which TIME has or may incur, including but not limited to costs of replacing the Hardware and/or Software or making alternate arrangements for operations and maintenance of the Hardware and/or Software. | | |
| 19. | WARRANTY PERIOD FOR DEFECTS | | | |
| 19.1 | Vendor warrants that all Deliverables shall operate, function and perform in accordance with the relevant Specifications free from any defects for a period of twenty-four (24) months from the date of Acceptance of the Hardware, Software and/or Services, as the case may be (" Warranty Period "). | | | |

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