

LOCAL DE-CIX TERMS AND CONDITIONS (MALAYSIA)

- 1. Scope**

These Special DE-CIX Terms and Conditions of Business, Malaysia ("DE-CIX Terms and Conditions Malaysia") of the DE-CIX group company shown on the cover sheet of the DE-CIX Agreement ("DE-CIX") are an integral part of the DE-CIX Agreement between the parties.
- 2. Severability clause**

If a provision in these DE-CIX Terms and Conditions Malaysia or other contractual provision is or becomes invalid, this will not affect the validity of the remaining provisions or agreements. That will not apply if compliance with the contract would constitute an intolerable hardship for one of the parties to it.
- 3. Governing Law and Dispute Resolution: Malaysia**

The DE-CIX Agreement shall be subject to and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction for any disputes arising out of or in connection with these DE-CIX Terms and Conditions Malaysia.
- 4. Late Payment Interest**

Any amount not paid by Customer within thirty (30) days after the date of the relevant invoice, absent any good faith dispute regarding the unpaid portion, will be subject to a late charge in the amount of one and one-half percent (1.5%) per month or the maximum amount allowable by law, whichever is less. Such interest shall accrue from the day after the date on which payment is due up to and including the date on which payment is received by DE-CIX.
- 5. Force Majeure**

Neither party will be responsible for failure to fulfill its obligations, to the extent that such failure results from an event beyond its reasonable control ("Force Majeure"). Should the Force Majeure prevail for a continuous period exceeding thirty (30) days or for a cumulative period exceeding two (2) months in the term, then either party may give to the other party a notice of termination of the Agreement.
- 6. Limitation of Liability**

As permitted by law, neither party will be liable to the other for any consequential, special, exemplary, or punitive damages (including damages for loss of data, revenue and/or profits), whether foreseeable or unforeseeable, arising out of this Agreement, regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages. The entire, aggregate liability of either Customer or DE-CIX, for all claims arising in connection with this DE-CIX Agreement will not exceed total contract value of the SOF.
- 7. Survival**

All indemnities and other provisions of this DE-CIX Agreement which, by their terms, require performance after the termination or expiration of the Agreement, or apply to events that may occur after the termination or expiration of this DE-CIX Agreement, will survive the termination or expiration of this DE-CIX Agreement.
- 8. Invoicing Requirement and Payment Terms**

All payment and amount due and payable under this DE-CIX Agreement will be paid in Malaysian Ringgit (MYR) unless otherwise specified in the SOF. The parties hereby agree that DE-CIX shall have the right to review and where appropriate adjust and change the prices set forth in the SOF on annual basis subject to DE-CIX giving thirty (30) days' prior written notice to the Customer. The parties shall negotiate in good faith an adjustment to the prices set forth herein for the extended renewal terms. If mutually agreeable price terms are not reached by the annual SOF anniversary date, then either party may terminate this DE-CIX Agreement upon providing the other party with at least thirty (30) days written notice.