

**SERVICE ORDER AGREEMENT TERMS AND CONDITIONS**

**1. Provision of the Service.** X86 NETWORK SDN BHD will provide Customer as identified on the Service Order with the use of the X86 NETWORK SDN BHD services as are described on the Service Order (collectively, the "Service"), which Service Order has been issued and agreed upon pursuant to these terms and conditions (referred to hereafter as the "SOA Terms"). X86 NETWORK SDN BHD reserves the right to reject any Service Order for any reason at any time in its sole discretion. Services will be ordered and provisioned subject to continuing availability of capacity and facilities and all terms and conditions set forth herein. As a material part of the consideration for entering these SOA Terms, Customer agrees not to contest or assert any defense relating to the authority of any representative or employee to agree to these SOA Terms.

**2. Agency Authorization.** These SOA Terms authorize X86 NETWORK SDN BHD to act as agent for Customer solely as necessary to provide the Service, including but not limited to, ordering telecommunications and other services or facilities and increasing, adding to, terminating, decreasing, removing and/or rearranging such services or facilities on Customer's behalf.

**3. Term and Renewal.** The term of these SOA Terms shall remain in effect until the Service Order to which these SOA Terms apply has been terminated or expires. Subject to Section 8 below, the Service with respect to this Service Order shall be provided for the term specified in the Service Order ("Initial Term"). Unless one of the parties provides written notice of termination to the other party on or before ninety (90) days prior to the expiration of the Initial Term of the Service Order, the term of such Service Order shall automatically continue in full force for one or more renewal term(s) ("Renewal Term(s)"), equal in length to the lesser of one (1) year or the Initial Term of such Service Order, until a party provides written notice of termination of the Service Order in accordance with this Section or otherwise terminates the Service Order pursuant to the provisions of Section 8 below.

**4. Billing.** The "Start of Service Date" shall be defined as the date upon which X86 NETWORK SDN BHD notifies the Customer with respect to a particular Service that the Service is ready for use by Customer. X86 NETWORK SDN BHD shall invoice via electronic delivery mail, and Customer shall pay in advance on a monthly basis for the Service Order, the monthly recurring charges ("MRCs"), non-recurring charges ("NRCs"), and all excise, sales, use, or other taxes, fees, surcharges, and charges applicable to the Service (collectively, "Taxes"). All payments made by Customer under these SOA Terms shall be made without any deduction or withholding for or on account of any Tax. If Customer is required by law to make any deduction or withholding from any payment due hereunder to X86 NETWORK SDN BHD, then, notwithstanding anything to the contrary contained in these SOA Terms, the gross amount payable by Customer to X86 NETWORK SDN BHD shall be increased so that, after any such deduction or withholding for Taxes, the net amount received by X86 NETWORK SDN BHD will not be less than X86 NETWORK SDN BHD would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that Customer should have made a deduction for withholding for or on account of any Taxes with respect to all or a portion of any payment made hereunder, Customer hereby agrees to indemnify X86 NETWORK SDN BHD for Taxes and to hold X86 NETWORK SDN BHD harmless on an after-tax basis from and against any such Taxes, interest or penalties levied or asserted against them in connection therewith. Customer

acknowledges and agrees that X86 NETWORK SDN BHD may adjust rates for Service solely on a pass-through basis to the extent that the underlying services are procured from a supplier in a foreign currency.

**5. Payment.** All invoices are due upon receipt, payable by company check or wire transfer in available funds. If any amount due on any invoice is not received by X86 NETWORK SDN BHD within thirty (30) days of the invoice date ("Payment Date"), then, in addition to any other remedies available to X86 NETWORK SDN BHD (including, but not limited to, those set forth in Section 8), X86 NETWORK SDN BHD may in its sole discretion: (i) impose a late payment fee in the amount of one point five percent (1.5%) per month of the amount due; (ii) require performance assurance in the form of an advance payment ("Performance Assurance") as set forth in Section 6 below.

**6. Credit.** X86 NETWORK SDN BHD reserves the right to conduct a review of Customer's credit rating, credit history, and payment history at any time prior to the Effective Date or at any time during the Service Order term. X86 NETWORK SDN BHD may, as a condition of providing new Services or continuing to provide Service, require Customer to tender a Performance Assurance payment or to increase or renew the amount of an existing Performance Assurance payment if X86 NETWORK SDN BHD determines that there has been an adverse change in Customer's financial condition or business prospects, or if Customer has been late in paying its invoices. Such Performance Assurance payments shall take the form of advance payments equal to the total of all MRCs and NRCs for the Service for up to six (6) months or such lesser amount as X86 NETWORK SDN BHD otherwise requires, and shall be applied against Customer's charges due under the Service Order (or any other Service Order to which Customer is a party) over the series of months following receipt; provided, however, that Customer shall remain obligated to continue to pay for Services each month in order to maintain the level of the Performance Assurance payment. Any request for a Performance Assurance payment hereunder shall be honored by Customer within thirty (30) days of request by X86 NETWORK SDN BHD. Notwithstanding anything in these SOA Terms to the contrary, payments due are not subject to reduction, set-off, or adjustment of any nature by Customer. If Service is suspended or terminated by X86 NETWORK SDN BHD because of any non-payment or other breach of these SOA Terms by Customer, no service interruption shall be deemed to have occurred. If X86 NETWORK SDN BHD initiates legal action to pursue collection of any amount due under this Service Order, Customer shall be responsible for and agrees to pay for any and all attorneys' fees and expenses incurred by X86 NETWORK SDN BHD.

**7. Disputes.** If Customer reasonably and in good faith disputes any portion of X86 NETWORK SDN BHD's invoice, Customer shall, within ten (10) days of the invoice date, submit written notice to X86 NETWORK SDN BHD of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Customer does not deliver such written notice within ten (10) days of the invoice date, the invoice will be deemed correct and Customer shall have waived its rights to dispute the invoice. Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The parties shall negotiate in good faith to resolve any disputes within fifteen (15) days following X86 NETWORK SDN BHD's receipt of Customer's timely written notice. Any amounts that X86 NETWORK SDN BHD determines to be in error shall be adjusted on the next month's invoice. Any disputed amounts that X86 NETWORK SDN BHD determines to be correct as billed shall be due and payable by Customer, upon notification and demand by X86 NETWORK SDN BHD, along with any charges that X86 NETWORK SDN BHD may impose pursuant to Section 5 above.

**8. Termination.** X86 NETWORK SDN BHD may cancel or terminate this Service Order (including these SOA Terms) and any other Service Order and SOA Terms in effect with Customer, or suspend any and all Services purchased by Customer hereunder or under any other SOA Terms or Service Order, without any liability at any time upon: (i) any failure of Customer to timely pay any

and all amounts due hereunder; (ii) any other breach by Customer of any provision of these SOA Terms or the Service Order; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; or (iv) any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination. For purposes of clarification, in any case where X86 NETWORK SDN BHD is entitled to cancel or terminate this Service Order pursuant to this Section 8, Customer hereby agrees that X86 NETWORK SDN BHD shall be entitled to cancel or terminate not only this Service Order and these SOA Terms, but also any other Service Orders and SOA Terms to which Customer is a party. Except as otherwise expressly provided in Sections 14 and 15 (which relate to cancellations by Customer prior to the Start of Service Date), if (a) Customer cancels or terminates any Service or the Service Order prior to the end of the Initial Term or any subsequent Renewal Term of the Service Order for any reason; or (b) X86 NETWORK SDN BHD terminates these SOA Terms and/or the Service Order (and any other SOA Terms and/or Service Orders pursuant to which Customer purchases Services from X86 NETWORK SDN BHD) for any reason provided for under this Section 8 (including, but not limited to, a failure to make timely payment of invoiced amounts), then Customer shall pay X86 NETWORK SDN BHD an early termination charge (as liquidated damages and not as a penalty) equal to:

- (x) all NRCs specified in the cancelled or terminated Service Order(s), plus
- (y) the aggregate fees, charges, expenses, and taxes payable by X86 NETWORK SDN BHD (including, but not limited to, liquidated damages, and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation or termination of the Service(s), plus
- (z) all MRCs specified in the cancelled or terminated Service Order(s) for the remaining balance of the term of such Service Order(s).

All early termination charges shall be due and payable within ten (10) days of the effective date of termination. Upon expiration or termination, X86 NETWORK SDN BHD shall owe Customer no further duties, obligations, or consideration; provided, however, that expiration or termination of these SOA Terms shall not affect the rights or obligations of either party that have arisen prior to date of expiration or termination, nor shall Customer be relieved of any liabilities. X86 NETWORK SDN BHD will make commercially reasonable efforts to process any request for disconnection by Customer in advance of the expiration or termination of the applicable term of a Service Order in thirty (30) days or less, subject to Customer's payment of early termination liability. Customer must pay for Services until such disconnection actually occurs.

**9. Interruption of Service.** In the event of interruption in the Service ("Service Outage"), Customer shall be entitled to a credit pursuant to the applicable Service Level Agreement or in an amount maximum of ten percent (10%) of MRC for the period during which such Service Outage occurs; provided, however, that such credit allowance shall be measured only after X86 NETWORK SDN BHD's receipt of written notice thereof from Customer and will be provided only if Customer provides written notice with respect to obtaining such credit within fifteen (15) days of the Service Outage occurring. Under no circumstance shall a Service Outage be deemed a default under these SOA Terms. A Service Outage will be deemed to have occurred only if the Service becomes unusable to Customer as a result of the inability of X86 NETWORK SDN BHD's facilities, equipment or personnel to provide the Service, and only when the Service Outage is not the result of: (i) fault or negligence of Customer or its contractors, agents, representatives, or users; (ii) the failure of facilities or other equipment not part of X86 NETWORK SDN BHD Service or facilities or not within X86 NETWORK SDN BHD's reasonable control; (iii) any planned interruption or routine maintenance; or (iv) other circumstances beyond the reasonable control of X86 NETWORK SDN BHD. X86 NETWORK SDN BHD shall use commercially reasonable efforts to perform routine

maintenance at mutually agreeable times. Notwithstanding the foregoing or anything herein to the contrary, for any Service not provided on a X86 NETWORK SDN BHD-owned and operated facility: (a) X86 NETWORK SDN BHD shall make commercially reasonable efforts to obtain credits from its underlying vendor for any Service Outage; and (b) Customer's credit for any Service Outage shall be equal to a pass-through of any credit that X86 NETWORK SDN BHD receives from the underlying vendor. The Service is offered twenty-four (24) hours per day, seven (7) days per week. For purposes of Service Outage credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for a Service Outage of less than thirty (30) minutes.

**10. Excusable Delay or Failure.** Neither party will be in default or otherwise liable for any Service Outage, delay, or failure of its performance under these SOA Terms or the Service Order to the extent such Service Outage, delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, action or inaction of a supplier or other third party, inability to secure materials, labor or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure"). Any such Excusable Delay or Failure shall suspend the SOA Terms and the Service Order until the Excusable Delay or Failure ceases, and, if practical, the period of the SOA Terms and Service Order shall be deemed extended accordingly.

**11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE SET FORTH IN THESE SOA TERMS, X86 NETWORK SDN BHD MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. X86 NETWORK SDN BHD SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE AND MAINTAIN THE SERVICE TO CUSTOMER AS SPECIFIED HEREIN. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SOA TERMS, IN NO EVENT SHALL X86 NETWORK SDN BHD BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR ANY OTHER BUSINESS LOSS INCLUDING GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF CUSTOMER FOR SUCH DAMAGES, REGARDLESS OF WHETHER DAMAGES ARE CAUSED BY WILLFUL MISCONDUCT, NEGLIGENT ACT OR OMISSION, OR OTHER WRONGFUL ACT ARISING FROM OR RELATED TO THESE SOA TERMS AND REGARDLESS OF WHETHER X86 NETWORK SDN BHD WAS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY FOR THE FAILURE OR NON-PERFORMANCE OF X86 NETWORK SDN BHD AND/OR THE SERVICE SHALL BE TO RECEIVE A CREDIT AS SET FORTH IN SECTION 9 ABOVE. REGARDLESS OF ANY OTHER PROVISION OF THESE SOA TERMS, X86 NETWORK SDN BHD'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, EXPENSE, OR DAMAGE UNDER THESE SOA TERMS AND THE SERVICE ORDER SHALL IN NO EVENT EXCEED THE SUM ACTUALLY PAID BY CUSTOMER TO X86 NETWORK SDN BHD FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE SUCH CLAIM FIRST AROSE. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION AND CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THESE SOA TERMS OR THE SERVICE ORDER INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OR ANY OTHER TORT. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. FOR PURPOSES OF THIS SECTION 11, ALL REFERENCES TO X86 NETWORK SDN BHD SHALL INCLUDE ITS AFFILIATES, AGENTS, SUPPLIERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND

## **EMPLOYEES.**

**12. Customer's Responsibilities.** Customer acknowledges and agrees that: (i) Customer is solely responsible for obtaining all licenses, approvals, and regulatory authority for its operation and the provision of services to its end user and/or customers; (ii) Customer shall comply with all applicable laws, rules, and regulations relating to Customer's business operations; (iii) Customer is solely responsible for obtaining all local permits, landlord consents, access licenses and permissions, and other consents and waivers necessary for installation of facilities and equipment to provide the Service and make use of the Service; and (iv) equipment used by Customer or Customer's agents, employees or end users in connection with any Service shall not: (a) interfere with or impair service over any facilities and equipment of X86 NETWORK SDN BHD and its suppliers; (b) impair the privacy of any communications carried over X86 NETWORK SDN BHD's Services; or (c) create hazards to the employees of X86 NETWORK SDN BHD or the public. In addition to any other remedies available hereunder, X86 NETWORK SDN BHD may, in its sole discretion, suspend Service upon the provision of notice if Customer does not comply with the foregoing sentence. In connection with its resale of the Service, Customer is solely responsible for interacting with its customers on all matters including, without limitation, all billing, billing adjustments/credits, service installation, placing and handling of service orders, customer service, creditworthiness, dispute handling and resolution, and all other service-related requirements of its end user and carrier customers and X86 NETWORK SDN BHD shall have no liability to Customer's end user and/or carrier customers arising from or relating to these SOA Terms or the Service Order. Customer shall comply with all terms and conditions of these SOA Terms and the Service Order including, without limitation, its payment obligations, regardless of Customer's ability to collect payment from its end user and/or carrier customers. X86 NETWORK SDN BHD shall have no obligation to interact with Customer's customers for any reason or purpose. Customer shall protect, defend, indemnify, and hold harmless X86 NETWORK SDN BHD, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, allegations, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to any claim made by any of Customer's customers or other third parties relating to or arising from Customer's use of the Services.

**13. Equipment and Location.** Customer will grant X86 NETWORK SDN BHD and its agents and contractors access to and use of Customer's leased facilities to the extent reasonably necessary for the installation, connection, removal, and maintenance of equipment, facilities, and systems relating to Services. Customer will not allow or cause any service, facility, or equipment of X86 NETWORK SDN BHD or its suppliers to be rearranged, moved, modified, repaired or relocated without X86 NETWORK SDN BHD's written consent. Customer will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of X86 NETWORK SDN BHD or its suppliers. All X86 NETWORK SDN BHD and supplier equipment shall remain the exclusive property of X86 NETWORK SDN BHD and the supplier, respectively, and shall be immediately returned to X86 NETWORK SDN BHD upon termination of these SOA Terms. X86 NETWORK SDN BHD will have sole discretion to design and provision the underlying infrastructure as it deems necessary to provision the Services pursuant to these SOA Terms

**14. Customer Acknowledgement.** Customer acknowledges and agrees that a Service may be comprised of multiple services and/or multiple vendors and X86 NETWORK SDN BHD will arrange to provide services or facilities on Customer's behalf within the service area. Customer may, subject to X86 NETWORK SDN BHD's prior written approval, order its own third party telecommunication access facilities provided by Customer or its third party supplier other than X86 NETWORK SDN BHD to extend the Service provided by X86 NETWORK SDN BHD from X86 NETWORK SDN BHD's point of demarcation to any other location (hereinafter "Interconnection Facilities") ordered through a party other than X86 NETWORK SDN BHD. If Customer orders its

own Interconnection Facilities through any party other than X86 NETWORK SDN BHD, the unavailability, incompatibility, delay in installation, inoperability, and/or any other impairment of Interconnection Facilities shall not excuse Customer's obligation to pay X86 NETWORK SDN BHD for all MRCs, NRCs, and any other charges, fees, and taxes applicable to the Service, whether or not such Service is useable by Customer.

**15. Cancellation or Disconnection of Service.** If Customer cancels in whole or in part the Service Order within forty-eight (48) hours following Customer's submission of the Service Order, Customer shall pay (as liquidated damages and not as a penalty) a cancellation fee equal to any processing or other termination or cancellation fees payable by X86 NETWORK SDN BHD to third parties in connection with the cancellation or termination of the Service Order. If Customer cancels in whole or in part the Service Order on or after forty-eight (48) hours following Customer's submission of the Service Order but before the Start of Service Date for such Service, Customer shall pay (as liquidated damages and not as a penalty) a charge equal to: (a) six month's MRC for the Service ordered; plus (b) X86 NETWORK SDN BHD's internal costs incurred in attempting to fulfill Customer's Service Order; plus (c) the aggregate fees, charges, expenses, and taxes payable by X86 NETWORK SDN BHD (including, but not limited to, liquidated damages, and disconnection, early cancellation or termination charges payable to third parties) in connection with the cancellation or termination of the Service. If Customer requests X86 NETWORK SDN BHD to terminate a Service, and Customer later cancels its request for termination, X86 NETWORK SDN BHD will use commercially reasonable efforts to ensure that the Service is not terminated but shall not guarantee against termination. X86 NETWORK SDN BHD will not grant any Outage credits for Service Outages related to the cancelled request for termination, nor will X86 NETWORK SDN BHD be liable to Customer for any damages resulting from a Service Outage related to a cancelled request for termination of service. For purposes of clarification, any cancellations by Customer on or following the Start of Service Date for a Service shall be subject to the charges set forth in Section 8 of these SOA Terms.

**16. General.**

**A. Assignment.** X86 NETWORK SDN BHD may assign these SOA Terms to any subsidiary, parent or affiliated company, or to a successor company pursuant to any reorganization or merger of its business (i.e., if X86 NETWORK SDN BHD is not the surviving entity), or to any successor pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by either party will be permitted without the prior written consent of the other party, which consent will not be unreasonably withheld or denied. The rights and obligations under these SOA Terms shall survive any merger or sale of either party and shall be binding upon the successors and permitted assignees of each party.

**B. Governing Law.** These SOA Terms and the Service Order are deemed to be made in Malaysia and will be governed by the laws of Malaysia, without regard the choice of law provisions. The parties further consent to exclusive jurisdiction and venue in the state and federal courts located in Malaysia. Each party waives all defenses of lack of personal jurisdiction and forum non-convenience. Process may be served on either party in the manner authorized by applicable law or court rule.

**C. Construction; Severability.** In the event that any provision of these SOA Terms conflicts with the law under which these SOA Terms is to be construed or if any provision is declared invalid by a court with jurisdiction over the parties to these SOA Terms, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Each provision of these SOA Terms is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

**D. Waiver.** Failure of either party to enforce any of the provisions of or its rights under these

SOA Terms, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.

**E. Confidentiality.** Neither party shall disclose to any third party during the term of these SOA Terms and for two (2) years following the expiration or termination of these SOA Terms, any of the terms of these SOA Terms or the Service Order, including any rate information, unless such disclosure is required by any state or federal governmental agency, is otherwise required by law, or is necessary in any proceeding establishing or applying rights or obligations under these SOA Terms. Any information or documentation disclosed between the parties shall be subject to the terms and conditions of the non-disclosure agreement ("NDA") executed by both parties, which terms and conditions are incorporated by reference as if stated herein, and which shall apply for the term and for two (2) years as stated above. For purposes of clarification, under no circumstances during the Initial Term (and Renewal Terms, if any) of a Service shall either party utilize any information obtained in connection with these SOA Terms to contract directly with any vendors, contractors, or customers of the other party with respect to that specific Service or a replacement or substitute for that Service; provided, however, that nothing in these SOA Terms shall be construed to preclude either party from purchasing, selling or utilizing any other telecommunications, information, or ancillary services from or to any other entity or from using information independently developed to purchase, sell, or utilize such services. Notwithstanding the requirements and obligations of this Section: (i) Customer expressly consents to X86 NETWORK SDN BHD's sharing of information only with its affiliates and authorized agents for purposes of offering Customer additional products and services (subject to Customer being entitled to withdraw such consent at any time upon written notice); and (ii) X86 NETWORK SDN BHD shall have the right to issue a press release regarding its agreement with Customer and/or to publicly disclose, including in marketing or investor materials, otherwise that it is providing services to Customer.

**F. Third Party Beneficiaries.** The representations, covenants, obligations, rights, and agreements of the parties set forth in these SOA Terms are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to these SOA Terms including, without limitation, Customer's end user and/or customers. Under these SOA Terms, X86 NETWORK SDN BHD shall have no relationship with the end user and/or customers to which Customer may provide service. Customer further acknowledges and agrees that no fiduciary relationship arises under these SOA Terms or the Service Order.

**G. Headings; Interpretation.** The headings used in these SOA Terms are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of these SOA Terms. These SOA Terms shall be construed fairly according to its terms, without regard to the drafter of any provision hereof.

**H. Notices.** Any notice given or made pursuant to these SOA Terms or the Service Order will be effective if in writing and delivered by overnight courier, first class or certified mail, or electronic delivery (email), and delivered at the address provided in the Service Order for each party, or such other address as may be furnished by either party to the other.

**I. Entire Agreement.** These SOA Terms, together with the Service Order attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the parties. X86 NETWORK SDN BHD shall not be bound by any provision in any purchase order, confirmation, correspondence or other communication from Customer which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of these SOA Terms or the Service Order, unless such variance, addition, definition/clarification, or conflict is specifically identified in a written

agreement signed by Customer and X86 NETWORK SDN BHD which expressly references the appropriate provision of these SOA Terms or the Service Order. These SOA Terms and the Service Order may be modified only in writing signed by both parties.

**J. Counterparts.** These SOA Terms and the Service Order may be executed in one or more counterparts, whether by original, photocopy or facsimile, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

**K. Independent Contractors.** Except as specifically and expressly provided herein, the parties shall be considered independent contractors for the purposes of these SOA Terms. Except as specifically and expressly provided herein, the relationship between X86 NETWORK SDN BHD and Customer shall not be that of partners, agents, or joint Ventures for one another, and nothing in these SOA Terms shall be deemed to constitute a partnership, agency agreement, or joint venture between them for any purpose whatsoever. X86 NETWORK SDN BHD shall have no liability or responsibility for the content of any communication transmitted via the Service by Customer or any other party.