DATA USE AND LICENCE TERMS AND CONDITIONS

BOND PRICING AGENCY MALAYSIA SDN BHD

1. **DEFINITIONS**

   All defined words, terms, and expressions used herein shall either be defined below or have the same meaning as assigned to them under the Data Order Form.

BondStream	means the software or platform developed by the Licensor for the purposes of delivering the applicable Services to the User.
Confidential Information	means any and all information, including all Data, log in details and/or password, information and material of whatsoever nature (whether oral, written or in any other form) (whether or not such information is marked/described as confidential or not and whether or not it would be apparent to a reasonable person that such information is of a confidential or proprietary nature the maintenance of which is important to the Licensor and/or its affiliates) disclosed by the Licensor and/or any of its employees to the User and/or the Named User pursuant to this Terms and Conditions and/or the Services.
Named User	means the personnel that are granted access to the Services, specifically named in Section 8 of the Data Order Form.
Data	means the data and/or information to be provided by the Licensor to the User pursuant to the Services subscribed by the User.
Fee(s)	means the Fees for the Data and/or Services as detailed in the Data Order Form to be paid by the User to the Licensor.
Force Majeure Event	means anything or any event which is regarded as being beyond the control of a party and includes, but is not limited to, acts of God, acts or omissions (including material alternation) of any government or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrument thereof including any quarantine or lockdowns; epidemic, pandemic, outbreak of any disease, fire, storm, flood, earthquake, accident, acts of public enemy, acts of terrorism, war, rebellion, insurrection, riot, invasion, strikes, or lockouts, or other industrial disputes (except any strikes, lockouts or industrial disputes involving solely a party's employees).
Intellectual Property	means any patents, know-how, trade secrets and other confidential information, copyright (including without limit all such rights in the BondStream or any other computer software and any databases), registered and unregistered trademarks (including without limit any trade, brand or business names and any distinctive smells or sounds used to differentiate goods and services), domain names, registered and unregistered designs, layout-designs of integrated circuits, geographical indications and plant varieties (in each case for the full period thereof and all extensions and renewals thereof), applications to register any of the aforesaid items (including the right to so apply), licences relating to any of the aforesaid items, rights in the nature of any of the aforesaid items in

any country, and rights to sue for passing off, or other similar industrial or commercial right owned or attributed to the Licensor whether prior to or after the commencement of the Term.

Licensor	means the party described in Section 1, item 2 of the Data Order Form.
Other Business	means any fair valuation, fund accounting, calculation of net asset value or any other accounting calculation including without limitation using the Data for any financial reporting, custody reporting, treasury and risk management purposes or for the purpose of any custodianship services or any other services provided by the User for any of the User's clients or potential clients.
Service(s)	means the services subscribed by the User in accordance with the Data Order Form.
Terms and Conditions	means this Data Use and Licence Terms and Conditions and the Data Order Form (as and when updated from time to time).
Territory	means Malaysia.
User	means the party described in Section 1, item 3 of the Data Order Form.

2. Unless there is something in the subject or context which is inconsistent with such construction or unless it is otherwise expressly provided:

2.1. References in this Terms and Conditions to writing shall include typewriting, printing, lithography, photography, telefax and electronic emails and any mode of reproducing words in a legible and non-transitory form.

2.2. Words importing the singular shall also include the plural and vice-versa; words importing a gender include every gender; and references to persons include an individual, firm, company, corporation, unincorporated body of persons or any state or agency thereof.

2.3. Clause headings are inserted for convenience of reference only and shall not be deemed to be part of the Terms and Conditions or in any way affect the interpretation or construction thereof.

2.4. In this Terms and Conditions, unless the context otherwise requires, references to "day(s)" shall mean a twenty-four (24) hour period as in calendar day and references to "business day(s)" or "working day(s)" shall mean a day on which the stock market of Bursa Malaysia Securities Berhad is open for trading in securities.

2.5. Where a word or phrase is given a defined meaning in this Terms and Conditions, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning.

2.6. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Terms and Conditions or any part of it.

2.7. Any reference to any statute, law, by-laws, rules, regulation or statutory terms and conditions shall be construed as including reference to any statutory modification, consolidation or re-enactments.

2.8. References to either party in this Terms and Conditions includes the permitted successors, assigns, heir, trustees and personal representatives of such party.

3. **PROVISION OF LICENCE**

3.1. The Licensor agrees to provide the User the licence to use the Services from the Commencement Date for the Term stated in the Data Order Form in consideration of the Fees paid by the User and the User accepts such the licence to use the Service the terms and conditions herein contained.

3.2. The User acknowledges and agrees that the Services and any benefit arising from or in connection with the Services (including but not limited to any Data and/or any report, document provided by the Licensor) shall be for the benefit of the User subject to the terms and conditions of this Terms and Conditions. The Licensor is not liable for any losses or damages that occurred in the event that the Data were shared and used by any of the User's subsidiaries, affiliates and/or related companies.

3.3. The User represents and warrants that it shall, and shall procure that it's employees and/or personnel shall, strictly comply with all applicable laws in respect of the Services and the use of the Data, including without limitation the Licensor's Code of Conduct for Business Partners as may be amended, revised and/or updated by the Licensor from time to time and/or any other guidelines provided by the Licensor. The Licensor's Code of Conduct for Business Partners is published at the Licensor's website.

4. **SERVICES**

4.1. The Services to be provided by the Licensor to the User shall be the Services as listed and detailed in the Data Order Form.

4.2. The Licensor may, at its sole discretion and at any time, with as much prior notice to the User as is reasonably practicable (i) change the name, content, format and/or nature of the Services and/or the Data; and/or (ii) change the means of access to the Services.

Orders of the Services and/or Data

4.3. Any and all orders for any of the Services must be made by forwarding the respective duly filled up Data Order Form by email or any other means as may be informed by the Licensor. The Services will only be provided to the User upon acceptance and confirmation of the Data Order Form by the Licensor. The Licensor is not liable in the event of any error in the provision of the Services pursuant to any mistakes made by the User in the Data Order Form.

4.4. If the User requires any additional Service or an update to the current Services duly subscribed by the User, the User shall fill up the Data Order Form and submit the same to the Licensor in accordance with Clause 4.3 above. Any update and/or additional service

subscribed by the User shall be deemed as the Services and shall be subject to the prevailing Fees and the terms and conditions of this Terms and Conditions. The new Data Order Form shall be deemed as part of and read together with the Terms and Conditions.

Delivery of Services and/or Data

4.5. The method of delivery of the Services and/or the Data shall be in accordance with the Data Order Form for each respective Services. The delivery method of the Services and/or Data may be changed by the Licensor if it deems necessary, subject to prior notice provided to the User. Notwithstanding the aforementioned, the Licensor shall have the right to change any delivery method without prior notice to the User in the case of any actual or potential data and/or security breach either at the Licensor's or the User's end.

4.6. The log in information and/or details to BondStream and/or the Licensor's website including without limitation, IDs, password, number of IDs provided, will be as detailed in the Data Order Form. The User acknowledges that the log in information may differ between each respective Services and that the User will only obtain access to parts of BondStream or the Licensor's website in relation of the Services subscribed by the User. The Licensor shall have the right to suspend any log in, activity and/or access to the Services and/or Data if there is a breach of the terms and conditions of this Terms and Conditions by the User and/or any of its Named User or in the event of any actual and/or potential security breach.

4.7. The User agrees that one (1) log in ID and passwords shall be used by one (1) Named User only and the Named User shall be either a director or employee of the User at all times while having access to the Data, BondStream terminal, and/or the Services. The User shall be liable for any breach including any negligence, acts or missions of any of its Named User that have accessed to the log in ID, passwords, Data and/or the Services.

4.8. Without prejudice to the Licensor's other rights and remedies specified herein, in case of unauthorised use of the log in ID, passwords, the Services and/or if any of the Named User shares the log in ID and passwords with any other employees and/or personnel of the User, the User shall, immediately be liable to pay the Licensor an amount equal to the Fees that the Licensor would have charged the User from the Commencement Date, had the User requested for any additional access of the Services

4.9. The Licensor will to the best of its ability maintain and update BondStream and its website to ensure no interruption to User's access to BondStream and its Licensor's website. The after sales maintenance and support services for the respective Services shall be provided to the User in accordance with the Maintenance and Support Document attached as Schedule 1.

5. **LICENCE**

5.1. Subject to the User's compliance to this Terms and Conditions, the Licensor grants to the User, a limited, personal, revocable, non-exclusive, non-transferable, and non-sublicensable license during the Term to access and use the Data in accordance with the Data Order Form and the User agrees that the Data shall in no circumstance be used in any other manner or for any other purposes.

5.2. Unless otherwise agreed in writing by the parties, the license granted to the User in accordance with Clause 5.1 above is limited to the Territory. The Licensor is not liable in the event that the Services and/or Data provided are used for any purposes outside the Territory.

6. **FEES**

6.1. The User agrees to make payment of the Fees as detailed in the Data Order Form to the Licensor in accordance with the Terms and Conditions.

6.2. All payment of the Fees shall be made within forty-five (45) calendar days from the date of invoice. If the User fails to make full payment of any invoice by the due date, the Licensor may without any prior notice immediately suspend the Service(s) until all outstanding Fees are paid and received by the Licensor. A reconnection fee of Ringgit Malaysia Five Hundred (RM500) shall apply and will automatically be charged to the User, in the event of a suspension of Service(s). The Service(s) shall only be re-connected upon full payment of both the outstanding Fees and the reconnection fee. If the Fees, any part of the Fees and or the reconnection fee remains unpaid thirty (30) calendar days after date of suspension, the Service(s) shall be terminated forthwith without any notice whatsoever to the User. In the event of such termination, any outstanding Fees shall remain payable by the User to the Licensor.

6.3. The User acknowledges that the Fees shall increase annually at the rate of not more than five percent (5%) to address the ever-rising supply costs and general inflation. Any increase in Fees will not apply until the renewal of the User's existing subscription Term. The User further recognizes that the Fees may be adjusted without notice due to changes in government/ regulatory compliance and charges.

6.4. The User acknowledges that calculation of the correct Fees applicable for the Pricing Services as detailed in Section 2 of the Data Order Form shall depend on information to be provided by the User to the Licensor (eg: Declaration of Fixed Income Fund Size). The User agrees to provide any such information requested by the Licensor in order for the Licensor to calculate the correct Fees for the Pricing Services. If such information is not submitted to the Licensor, the Licensor shall have full discretion in determining the Fees for the Pricing Services.

6.5. Any sums payable by the User to the Licensor pursuant to this Terms and Conditions shall be paid in full, free and clear of any set off, counterclaim, deduction or tax (including withholding tax) whatsoever. Where any tax is required to be paid by the Licensor, the User shall pay an additional sum to the Licensor so that the net amount received by the Licensor is the same as it would have been had no such tax been required. Fees shall be non-refundable (including on termination of the Terms and Conditions).

6.6. Payment of the Fees is to be made by cheque payable to **BOND PRICING AGENCY MALAYSIA SDN BHD** or telegraphic transfer directly into the Licensor's account as detailed below or any other accounts as may be updated by the Licensor from time to time.

Account Name	: **Bond Pricing Agency Malaysia Sdn Bhd**
Bank	: **RHB Bank Bhd (Mid Valley Branch)**
	17-G & 17-1, The Boulevard, Mid Valley City
	Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia
Account No.	: **2-14099-00051720**
Swift Code	: **RHBBMYKL**

6.7. If the User disputes any invoice issued, it shall notify the Licensor of such dispute within fourteen (14) business days of the receipt of the invoice failing which the User shall be deemed to have agreed to the issued invoice.

7. **INTELLECTUAL PROPERTY AND DATA**

7.1. The User agrees that all Intellectual Property in relation to the Data, Services and/or this Terms and Conditions shall belong solely to the Licensor and other than the license of use expressly granted to the User under this Terms and Conditions, the User shall have no other rights or claim to the Intellectual Property of the Service(s), the Data including without limitation the BondStream terminal and/or the Licensor's website.

7.2. The User shall not:
   (a) commit any act or omission in any manner which creates an impression that any of the Licensor's Intellectual Property belongs to or is associated with the User. In the case of any infringement claim or any claim of similar nature of the Intellectual Property by any third party, the User shall not make any statement whatsoever including any claims or any admission of liability of the infringement or claims, and the User shall notify the Licensor in accordance with Clause 7.7 below;
   (b) use the Licensor's and/or Licensor's personnel's names in any publication, promotional, oral or written presentation without the prior written approval of the Licensor;
   (c) modify, alter, re-design, amend in any manner and/or reverse engineer the Intellectual Property and/or the Data provided by the Licensor for any purpose whatsoever;
   (d) use the name or trade names of the Licensor in a manner that suggests that the Licensor endorses or is associated with the User's business, products or services, unless otherwise approved by the Licensor in writing;
   (e) use the Intellectual Property and/or the Data provided by the Licensor to generate, produce and/or create any new products and/or services either for the purpose of the User and/or any of its related entities, agents, clients or customers; and/or
   (f) save for as expressly provided for under this Terms and Conditions, in any manner publish, replicate, reproduce, redistribute and/or recirculate any part of the Intellectual Property and/or the Data to any third party without the Licensor's prior written consent. In the event that consent was provided by the Licensor for any publication pursuant to this clause 7.2(e), the User agrees to quote the Licensor or to specify the Licensor as the data provider in any approved publication. The Licensor shall have the right to request for a copy of the publication for its review.

7.3. The User shall use the Data in accordance with the Terms and Conditions and only for the purposes of its internal evaluation and analyses of the Data or according to any other purpose(s) or restriction(s) as expressly stated in this Terms and Conditions. The User shall keep the Data confidential and shall not distribute the Data to any third party whether within or outside the User's group of companies, unless as expressly provided for under this Terms

and Conditions or otherwise consented in writing by the Licensor (consent which may be withheld or given on such conditions as the Licensor thinks fit).

7.4. Subject to Clause 7.5, the Licensor warrants that as at the time of delivery of the Data to the User, to the best of its knowledge, that the Data as derived, compiled or calculated by the Licensor in accordance with the Licensor's methods are accurate and correct. The User acknowledges that the Data provided by the Licensor are derived and calculated based upon other market information obtained by the Licensor from other third-party sources, and such sources are believed by the Licensor to be reliable and up to date as at the date of its release. Notwithstanding the aforementioned, the Licensor disclaims all responsibility and lability towards the third-party data and in no event shall the Licensor be liable for any errors or mistake in the Data if such errors or mistakes are due to any of the third-party data obtained by the Licensor.

7.5. The User acknowledges that any business decision made by the User pursuant to its subscription of the Services and/or delivery of the Data shall be at the User's own risk. None of the Services and/or the Data delivered to the User constitutes a solicitation, offer, opinion, or recommendation by the Licensor to buy or sell any security, or to provide legal, tax, accounting, financing or investment advice or services regarding the profitability or suitability of any security or investment. The User is advised to consult its own professional investment advisors before making any investment decision. The Data is provided on an "as is" basis, and while care has been taken to ensure the accuracy and reliability of the information in accordance with Clause 7.4, the Licensor provides no warranties or representations of any kind, either express or implied, including, but not limited to, warranties of title or of fitness for a particular purpose, accuracy, correctness, non-infringement, timeliness, completeness, or that the Data is always up-to-date.

7.6. The User hereby acknowledges and agrees that the Licensor shall have the sole and full discretion in relation to any action taken for the protection of the Intellectual Property and/or the Data and the User shall immediately notify the Licensor upon becoming aware of:
    (a) any unauthorised disclosure, infringement, suspected infringement or challenge to the Intellectual Property and/or Data which has been used or disclosed pursuant to this Terms and Conditions;
    (b) any infringement, suspected infringement or challenge to the Intellectual Property; or
    (c) any matter or circumstance of whatsoever nature which might affect the Licensor's interests under this Terms and Conditions.

7.7. The User agrees that it shall not in any manner use the Data for the purpose of any Other Business. For avoidance of doubt, the User agrees that in the event the User intends to use the Data for the purpose of any Other Business, the User shall provide the Licensor with the list of all of such clients or potential clients and shall procure that its clients or potential clients shall enter into a separate written agreement with the Licensor prior to using the Data. Any separate written agreement executed between the Licensor and the User's client shall be subject to separate fees at the Licensor's prevailing rates. The User agrees that the Licensor has the right to deny any request to enter into any agreement with the User's clients or potential clients.

7.8. The User agrees that in the event the User intends to subscribe to the Other Business provided by any third-party service provider, the User shall provide the Licensor with the list

of the Other Business service provider and shall procure that the service provider shall enter into a separate written agreement with the Licensor prior to using the Data. Any separate agreement executed between the Licensor and the User's third-party service provider shall be subject to separate fees at the Licensor's prevailing rates. The User agrees that the Licensor has the right to deny any request to enter into any agreement with the User's third-party service provider.

7.9. The User's client and/or third-party service provider (as the case may be) shall be named and listed in Section 9 of the Data Order Form and the User shall promptly update the Licensor in writing of any amendments and/or addition to the list.

7.10. Content of other third-party websites, services, goods or advertisements may be displayed on or linked to the BondStream terminal (either directly or indirectly) and such content may be accessed by the User depending on the Services subscribed by the User. The User acknowledges that any third-party contents displayed or linked to the BondStream terminal are not maintained or controlled by the Licensor, and that the Licensor shall not be liable for any damages arising from the use of such contents by the User and the Licensor shall not be held responsible for the availability, fitness for purpose, or accuracy of such third-party websites, services, goods or advertisements.

8. **CONFIDENTIALITY**

8.1. The User acknowledges that the Data and/or Intellectual Property provided to and/or disclosed to the User by the Licensor are the Licensor's Confidential information regardless whether the source of the Data and/or Intellectual Property are obtained by the Licensor on publicly available medium. Unless otherwise agreed, the User will treat such Confidential Information as confidential unless the Confidential Information:
   (a) is discovered independently by the User as evidenced by its written records; or
   (b) is required by law to be publicly disclosed, provided that the User gives the Licensor prompt notice of any such legal request so that the Licensor may enter objections and/or defences to such disclosure and/or discuss and agree with the User on the form and content of the disclosure. If the User is unable to provide the notice to the Licensor prior to such disclosure due to the need to make an immediate disclosure, the User undertakes to disclose to that third party only the minimum amount of information required to satisfy its obligations under the law.

8.2. The User shall not, and shall procure that the User's personnel and/or any of its Named User shall not, at any time except to the extent that is strictly necessary for the purpose of carrying out its obligations or to enable it to exercise its rights under this Terms and Conditions, make copies of or reduce the Confidential Information to any electronic form or to store it in a database or other electronic media ("**Copies**"), and further, the User shall, and shall procure that the User's personnel and/or any of its Named User shall clearly mark all Copies as confidential, ensure that all Copies supplied to it or made by it can be separately identified from its own information, and use all reasonable endeavors to ensure that all Copies within its control are protected against theft or unauthorised access and that no person discovers the Confidential Information unless authorised.

8.3. The User agrees to:
   (a) protect and prevent disclosures of the Confidential Information;

(b) exercise at a minimum the same care it would exercise to protect its own Confidential Information; and

(c) not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except as authorised by the Licensor. In no event shall the User exercise less than a reasonable standard of care to keep confidential the Confidential Information.

8.4. All Confidential Information (including Copies) supplied to the User and/or the User's personnel or otherwise in their respective possession or within their control and containing or pertaining to any Confidential Information, shall be destroyed, permanently erased or returned or caused to be destroyed, permanently erased or returned to the Licensor on request, provided that such obligation to return shall not apply to such Confidential Information, (i) that the User is required by law or professional regulations or professional bodies to retain; and (ii) that is contained in electronic storage which cannot be reasonably isolated for deletion, and provided further that the confidentiality obligations contained in this Terms and Conditions shall continue to apply to such Confidential Information that is retained.

8.5. The User's confidentiality obligations for any retained Confidential Information shall continue in perpetuity or in the case of any Intellectual Property until that Intellectual Property rights expire.

8.6. The provision of this Clause 8 shall survive termination of this Terms and Conditions.

9. **TERMINATION**

9.1. Either party may terminate the Service or any respective Services at any time during the Term without cause by giving at least thirty (30) business days prior written notice to other party. However, if any of the Service subscribed by the User is terminated, any add-on service to such terminated Service shall also be automatically terminated.

9.2. Without prejudice to other remedies, either party may immediately terminate the Services by serving written notice upon the other party if the party receiving the notice commits any material breach of any of the terms of this Terms and Conditions, and in the case of a breach capable of remedy fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be modified. A breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.

9.3. Notwithstanding Clause 9.2, the User agrees that any acts or omissions by the User in connection with the Services, Data and/or the Intellectual Property, which prejudices or violates the rights of the Licensor, including without limitation any acts or omissions that prejudices the confidentiality of the Data and/or the Intellectual Property will be deemed as a material breach that is not capable of being remedied and the Licensor shall have the right to immediately terminate the Service. The Licensor may seek equitable relief (including specific performance or injunctive relief (as may be appropriate)) against any such breach, in addition to any other rights or remedies which the Licensor may have at law.

9.4. The Licensor may immediately terminate the Service if:
(a) the User has winding-up or analogous proceedings presented against it in court; or

(b) a Force Majeure Event continuing for a duration of more than thirty (30) days.

9.5. The Licensor may immediately terminate the Service, if the User does, facilitates or permits any act in connection with the Services, Data and/or the Intellectual Property, which prejudices or violates the rights of the Licensor.

9.6. Upon termination of the Services the User shall:
(a) immediately cease to use the Service, and/or the Data provided to the User;
(b) immediately cease to use the Licensor's delivery medium including without limitation SFTP, servers, websites, any log-in IDs, passwords; and
(c) within ten (10) business days from the effective date of termination make payment full payment of any outstanding Fees incurred for the Services up to the effective date of termination.

10. **LIABILITY AND INDEMNITY**

10.1. The Licensor's maximum liability relating to the Services rendered under this engagement (regardless of form of action, whether in contract, negligence, strict liability in tort or otherwise) shall not exceed the total Fees paid to Licensor for the respective Services that gives rise to the liability.

10.2. The User shall indemnify the Licensor against any liabilities, actions, claims, proceedings, damages, costs, losses, demands and reasonable legal costs which the Licensor and/or any of its affiliates may suffer, sustain or incur in connection with negligence or default, or any breach by the User of any of the terms and/or warranties contained in this Terms and Conditions, including the enforcement of this Terms and Conditions.

10.3. This Clause shall survive the termination of this Terms and Conditions.

11. **MISCELLANEOUS PROVISIONS**

Governing Law

11.1. This Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of Malaysia and parties submit to the exclusive jurisdiction of the Malaysian courts.

Anti-Corruption and Anti-Bribery

11.2. The Licensor has instituted and maintains policies and procedures designed to prevent bribery and corruption in compliance with the Malaysian Anti-Corruption Commission Act 2009. As such, the Licensor will not, directly or indirectly, accept, offer or make any payment or provide anything else of value or engage in any activity or conduct that will violate any anti-bribery or anti-corruption laws or regulations that are applicable to the Licensor. Any report on improper conduct may be made in writing (via e-mail to whistleblowing@bpam.com.my) and will be treated with the utmost confidentiality.

11.3. The Licensor's Anti-Bribery & Corruption Policy can be located on the Licensor's website.

Personal Data

11.4. The User acknowledges and understands that personal data of its shareholders, directors and/or employees ("**Relevant Persons**") may be collected and processed by the Licensor for purposes related to the performance of this Terms and Conditions and other legitimate business purposes ("**Purpose**"). To the extent that personal data is disclosed to the Licensor, the User represents and warrants that the appropriate consents have been obtained from the Relevant Persons or that it is otherwise entitled to provide the personal data to the Licensor and to permit the Licensor to process the personal data for the Purpose. The terms "personal data" and "process" shall have the meaning set out in Section 4 of the Malaysian Personal Data Protection Act 2010.

Notices

11.5. All notices and other communications required by the provisions of this Terms and Conditions to be given by any of the parties hereto to the others may be delivered by hand, sent by registered post or electronic mail (e-mail) to the address as indicated in the Data Order Form or to such other address as any party may from time to time notify the other.

11.6. Notices shall be deemed duly received if sent by:
   (a) hand, when actually received at the address of the recipient provided that if notice is served in a day which is not a business day or after 5 pm on any business day, that notice will be deemed to be duly received by the recipient on the first business day after that day;
   (b) courier, five (5) business day after the date of dispatch; or
   (c) e-mail, at the time of transmission provided that that no delivery failure message is received by the sender, and provided further that if the e-mail is sent on a day which is not a business day or after 5pm on any business day, the notice will be deemed to be duly received by the recipient on the first business day after that day.

Severability

11.7. If any term or provision of this Terms and Conditions or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable and the remainder of this Terms and Conditions shall be capable of substantial performance, then each term and provision of this Terms and Conditions not so affected shall be valid and enforceable to the extent permitted by law.

11.8. Each party shall, in any such event, execute such additional documents as the other party may reasonably request in order to give valid, legal and enforceable effect to any provision which is determined to be invalid, illegal or unenforceable.

Assignment

11.9. This Terms and Conditions or any part therein may not be assigned without the prior written consent of the other party.

Entire Terms and Conditions and Amendment

11.10. The Terms and Conditions, including each respective Data Order Form and Schedules attached hereto constitute the entire agreement between the parties as it relates to the subject matter hereof, and there are no representations, understandings or agreements relative hereto or thereto which are not fully expressed herein.

11.11. Any changes and/or updates that replace or supplement the Data Order Form shall be deemed as part of the Terms and Conditions, and the terms and conditions herein shall be applicable to any such amended or supplemented Data Order Form.

11.12. This Terms and Conditions, the Data Order Form, schedules and all terms and conditions herein may be modified or amended by the Licensor from time to time and any such modification or amendment shall be notified to the User.

Force Majeure

11.13. If by reason of any Force Majeure Event, any party is delayed in or prevented from or hindered in performing any of its obligations under this Terms and Conditions, then such delay or non-performance (as the case may be) shall not be deemed to be a breach by the party affected by the Force Majeure Event of its obligations under this Terms and Conditions. In such an event, the obligations of the party affected by the Force Majeure Event shall be suspended for the period during which such Force Majeure Event continues, provided however that no party shall be relieved of its obligations under this Terms and Conditions by reason of a Force Majeure Event unless it has used all reasonable efforts to mitigate the effects of the Force Majeure Event, including but not limited to taking such measures which are reasonable and appropriate in all the circumstances to overcome the effects of the Force Majeure Event. For the purposes of this Terms and Conditions, financial distraught or difficulty in fulfilling payment obligations shall not be deemed as a Force Majeure Event.

Independent Parties

11.14. The parties' relationship will be that of an independent contractor and nothing in this Terms and Conditions should be construed to create a partnership, joint venture, or employer-employee relationship.

Non-Waiver

11.15. It is further agreed that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No rights or obligations other than those expressly recited herein are to be implied.

Costs and Stamp Duty

11.16. The User shall bear any costs (including legal and stamping cost) incurred in the preparation and execution of this Terms and Conditions.

SCHEDULE 1

Maintenance and Support Document

No.	Service Item	Service Definition	Services / Functions	Service Level	Target Level
1.0	Scheduled Availability – For Evaluated Pricing Services Only	Evaluated Pricing Services under Section 2 of the Data Order Form	**EVALUATED PRICING SERVICES FILE DELIVERY** Updated fair valuation prices for Ringgit bonds for Evaluated Pricing Services are targeted to be delivered to the User on a daily basis. If BPAM is not able to deliver the Evaluated Pricing Services files via BondStream, BPAM shall to the best of its ability, deliver the files either via email or CD to the Named User.	**EVALUATED PRICING SERVICES FILE DELIVERY** Delivery is done daily by 6.30pm or latest by 7.00pm from Mondays to Fridays except on public holidays and any day that has been gazetted as public holiday in the Federal Territory.	Scheduled Availability 95%
			BONDSTREAM ACCESS BPAM shall subject to the terms and conditions of this Data Use and License Terms and Conditions ensure that BondStream terminal and/or	Everyday for 24 hours.	

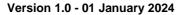| No.	Service Item	Service Definition	Services / Functions	Service Level	Target Level
			its website is accessible at all times. BondStream terminal and/or BPAM's website is deemed to be accessible if at least one (1) Named User is able to access the BondStream terminal and/or BPAM's website.		
1.1	**Excluded events and causes** Downtime due to the following causes and events will not be included in computing scheduled availability target level percentage: (a) Planned downtime for system or infrastructure maintenance and/or any other activities, with prior notice, that are deemed necessary to improve system performance and services. BPAM shall to the best of its ability minimise and avoid downtime during business hours. For the avoidance of doubt any downtime notice may either be provided to the User individually or maybe announced in BondStream and/or BPAM's website. (b) Power failure at the User's site. (c) Failure of national infrastructure and/or any third party infrastructure that is beyond BPAM's control, that includes but not limited to power failure, BURSA ETP and/or any other official bond reporting system (as the case may be) downtime, and/or telecommunication line failure. (d) Service interruption arising from Force Majeure Event. (e) System failure and connectivity downtime at the User's site.				

No.	Service Item	Service Definition	Services / Functions	Measurement Metrics	Service Level

2.0	Customer Service	Single contact point as well as customer service center where the following can be directed to for resolution:
		
		(a) Questions on the usage of BPAM Services.
		(b) Questions on Pricing Accuracy
		
		(c) **System Failure** – A system failure occurs due to a malfunction in BPAM's hardware or software. In such scenarios BPAM will to the best of its ability commit to resolve the malfunction within one (1) business day.
		
		(d) **Connectivity Down Time** – The User acknowledges that all internet connectivity in relation to the Services are provided by third party service providers, pursuant thereto any connectivity downtime
			Service Availability
			The User may contact Customer Service via telephone at +603 2772 0888 or e-mail at: enquiries@bpam.com.my during operational hours as detailed below.
			
			Operational Hours
			Monday to Friday from 8:30am – 6:00pm excluding public holidays and any day that has been gazetted as public holiday in the Federal Territory.
			
			Incident and problem management comprising:
			  (a) Problem logging;
			  (b) Problem diagnosis;
			  (c) Problem prioritization;
			  (d) Problem escalation;
			  (e) Problem monitoring; and/or
			  (f) Problem resolution.
				First feedback / reply
				
				Subsequent feedback/reply
					For enquiries submitted before 5:00pm
					Acknowledgement of enquiry will be sent within one (1) hour after receipt.
					
					For enquiries submitted after 5:00pm:
					Acknowledgement of enquiry will be sent by 9:30am the next business day.
					
					For all subsequent and/or follow up enquiries, response will be provided as soon as practicable.

No.	Service Item	Service Definition	Services / Functions	Measurement Metrics	Service Level
		is beyond BPAM's control. BPAM will to the best of its ability work with the third - party service providers, to resolve any connectivity downtime issue as soon as practicable. (e) **Software Bugs** – Any software bug reported by the User will be logged into BPAM'S bug list. An email response will be sent and BPAM will to the best of its ability resolve a software bug within five (5) business days. (f) **Data Error** – Any data error reported by the User will be logged into BPAM'S error log. An email response will be sent to the User and BPAM will to the best of its ability resolve a data error within two (2) business days.			

No.	Service Item	Service Definition	Services / Functions		
3.0	Historical Data Information	Retention of historical data that is available on BondStream. All historical data available on Bondstream is provided on as-is basis.	Historical data is available for the User to retrieve via BondStream. All historical data available on Bondstream is provided on as-is basis.		

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