

STATEMENT OF WORK FOR THE SUPPLY, DELIVERY, OF PRODUCT, SOLUTIONS,
AND SERVICES FOR CLOUD PBX /
PERNYATAAN KERJA UNTUK PENYEDIAAN, PENGIRAMAN PRODUK, SOLUSI,
DAN LAYANAN CLOUD PBX

NO. 023/XL/II/2021

(shall form part of the Agreement / menjadi bagian dalam Perjanjian)

I. INTRODUCTION (BACKGROUND) / INTRODUKSI (LATAR BELAKANG)

This Statement of Work, is entered into on 023/XL/II/2021 pursuant to Supply Product and Service Framework Agreement 022/XL/II/2021 dated 08 February 2021, between PT XL Axiata, Tbk (“XL”) and PT Batam Bintang Telekomunikasi (“Supplier”), as may be amended from time to time (the “Agreement”).

Pernyataan Kerja ini ditandatangani pada tanggal 023/XL/II/2021 berdasarkan Perjanjian Induk Penyediaan Produk dan Layanan No. 022/XL/II/2021 tanggal 08 February 2021 antara PT XL Axiata Tbk (“XL”) dan PT Batam Bintang Telekomunikasi (“Supplier”) sebagaimana dapat diubah dari waktu ke waktu (“Perjanjian”).

1) The following Statement of Work(s) terms and conditions including all Annexes, Schedules and Appendices attached herein or incorporated by reference herein, as may be amended or added to from time to time by mutual agreement, shall be read together with the terms and conditions of the Agreement.

1) Syarat dan ketentuan dalam Pernyataan Kerja ini, termasuk seluruh lampiran-lampiran, Skedul, dan dokumen tambahan yang terlampir dalam Pernyataan Kerja ini atau digabungkan dengan referensi dalam Pernyataan Kerja ini, sebagaimana dapat diubah atau ditambahkan dari waktu ke waktu oleh kesepakatan bersama, harus di baca secara bersama-sama dengan syarat dan ketentuan yang tercantum dalam Perjanjian.

2) All capitalised terms used herein shall have the meaning set out in Clause 1 - Definitions of the Agreement save and except for the following words and expressions which shall have meanings respectively ascribed to them in Appendix A of this Statement of Work.

2) Seluruh istilah yang diawali dengan huruf kapital dalam Pernyataan Kerja ini memiliki arti sebagaimana tercantum dalam Pasal 1 - Defnisi dalam Perjanjian, selain dan kecuali untuk kata-kata dan ungkapan-ungkapan yang memiliki arti masing-masing sebagaimana disebutkan dalam Lampiran A Pernyataan Kerja ini.

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II. TERMS AND CONDITION OF STATEMENT OF WORK / SYARAT DAN KETENTUAN
PERNYATAAN KERJA

1. Number of Statement of Work(s) / no. Pernyataan Kerja	
023/XL/11/2021	
2. Title of Statement of Work(s) / Judul Pernyataan Kerja	
Statement Of Work For The Supply, Delivery, Of Product, Solutions, And Services For Cloud PBX	Pernyataan Kerja Untuk Penyediaan, Pengiriman Produk, Solusi, Dan Layanan Cloud PBX
3. Effective Date of the Statement of Work(s) / Tanggal Efektif Pernyataan Kerja	
The Effective Date of the Statement of Work(s) shall be on 12 December 2020	Tanggal Efektif Pernyataan Kerja ini adalah 12 Desember 2020
4. Duration of Statement of Work(s) / Jangka Waktu Pernyataan Kerja	
a) This Statement of Work shall valid from the Effective Date and shall be valid until the latest expiry date or termination of the latest Technical Clarification. For the avoidance of doubt, termination of an individual Technical Clarification. and/or PO shall not constitute termination of this Statement of Work.	a) Pernyataan Kerja ini berlaku sejak Tanggal Efektif dan berlaku sampai dengan tanggal berakhir atau diakhirinya Klarifikasi Teknis yang paling terakhir. Untuk menghindari keraguan, pengakhiran terhadap suatu Klarifikasi Teknis, dan/atau PO tidak berlaku sebagai pengakhiran terhadap Pernyataan Kerja ini.
b) XL may terminate this Statement of Work and/or any relevant Technical Clarification or PO or both of the above for its convenience, without cause, by giving at least thirty (30) Business Days prior Notice to the Supplier. If termination of this Statement of Work or any relevant Technical Clarification, then: (i) if there is no Products and/or Services have been delivered by the Supplier, Supplier shall release and discharge XL from any obligation or commitment to pay Supplier the Price for the un-delivered Products and/or Services and XL has no obligation to pay any penalty to Supplier in relation to such termination; or	b) XL dapat mengakhiri Pernyataan Kerja ini dan/atau setiap Klarifikasi Teknis atau PO atau kedua dokumen tersebut untuk kenyamanan XL tanpa alasan apapun, dengan memberikan pemberitahuan paling lambat 30 (tiga puluh) Hari Kerja sebelumnya kepada Supplier. Apabila pengakhiran Pernyataan Kerja ini atau setiap Klarifikasi Teknis terkait, maka: (i) Apabila tidak terdapat Produk dan/atau Layanan yang telah dikirimkan oleh Supplier, Supplier harus melepaskan dan membebaskan XL dari setiap kewajiban atau komitmen untuk membayar Supplier atas Harga dari setiap Produk dan/atau Layanan yang belum diserahkan dan XL tidak bertanggung jawab untuk membayar denda apapun kepada Supplier sehubungan dengan pengakhiran tersebut; atau

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<p>(ii) if there is any Products and/or Services that have been delivered by the Supplier to Delivery Location and are accepted by XL as proven by signed Certificate of Acceptance, then XL will pay the amount of such Products and/or Services and will be paid by XL to Supplier in accordance with the payment procedure as set forth in the Agreement.</p>	<p>(iii) Apabila setiap Produk dan/atau Layanan telah diserahkan oleh Supplier ke Lokasi Pengiriman dan telah diterima oleh XL sebagaimana dibuktikan oleh Sertifikat Penerimaan telah ditandatangani oleh Xi, maka XL akan membayar jumlah Produk dan/atau Layanan dan akan dibayarkan oleh XL kepada Supplier sesuai dengan ketentuan pembayaran yang tercantum dalam Perjanjian.</p>
<p>5. Contract Value / Nilai Kontrak</p>	
<p>As set out in Appendix C</p>	<p>Sebagaimana tercantum dalam Lampiran C</p>
<p>6. Scope of Works / Lingkup Pekerjaan</p> <p>XL is engaging the Supplier on a non-exclusive basis to supply, deliver and provide works and services to deliver Cloud PBX Service for XL's Internal Use and/or External Use with detail as per Appendix B.</p> <p>XL menunjuk Supplier secara non-eksklusif untuk menyediakan, menyerahkan dan melaksanakan pekerjaan dan layanan untuk menyerahkan Layanan Cloud PBX untuk Kepetua Internal XL dan Kepetuaan External dengan rincian sebagaimana tercantum dalam Lampiran B.</p>	
<p>7. Product/Software/Works and/or Services Specifications and Requirements / Spesifikasi dan Persyaratan Produk/ Perangkat Lunak (Software) dan/atau Jasa (Service)</p> <p>As set out in Appendix B</p> <p>Sebagaimana tercantum dalam Lampiran B.</p>	
<p>8. Prices / Harga</p> <p>As set out in Appendix C</p> <p>Sebagaimana tercantum dalam Lampiran C.</p>	
<p>9. Payment Terms</p> <p>The Terms of Payment shall be as set out in Appendix C and invoicing procedure of any payment shall refer to Clause 5.1 of Agreement.</p> <p>Sebagaimana tercantum dalam Lampiran C.</p>	
<p>10. Withholding Tax</p> <p>refer to the Agreement</p> <p>Merujuk pada Perjanjian</p>	
<p>11. Project Timeline</p>	

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As set out in Appendix D	Sebagaimana tercantum dalam Lampiran D.
12. Delivery Location	
As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B.
13. Delivery Lead Time / Jangka Waktu Pengiriman	
Delivery Lead Times shall be as set out in the Project Timeline in as specified in Appendix D of this Statement of Work and/or the relevant Technical Clarification in the Project Timeline approved by XL.	Jangka Waktu Pengiriman harus sesuai sebagaimana ditetapkan dalam Jadwal Proyek sebagaimana tercantum dalam Lampiran D Pernyataan Kerja ini dan/atau Klarifikasi Teknis terkait dalam Jadwal Proyek yang disetujui oleh XL.
14. Delivery Mode	
The terms of delivery for Product shall be in accordance with INCOTERMS 2010, the Incoterms is DDP XL's designated site. For avoidance of doubt the Supplier is responsible for transportation, warehousing and unloading of Products/Hardware and Services to the XL's designated Site and such costs and expense shall be borne by the Supplier.	Persyaratan pengiriman Produk harus sesuai dengan INCOTERMS 2010, DDP Incoterms adalah lokasi yang ditunjuk oleh XL. Untuk menghindari keraguan, Supplier bertanggung jawab atas pengangkutan, pergudangan, dan pembongkaran Produk / Perangkat Keras dan Layanan ke Lokasi yang ditunjuk XL dan biaya serta pengeluaran tersebut akan ditanggung oleh Supplier.
15. Provision of Works and/or Services	
As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B
16. Training / Pelatihan	
As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B
17. Service Level Agreement	
As set out in Appendix F	Sebagaimana tercantum dalam Lampiran F
18. Service Credit	
As set out in Appendix F	Sebagaimana tercantum dalam Lampiran F
19. Warranty Period of the Product/Software	

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As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B
20. Warranty Period for the Works or Services	
As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B
21. Liquidated Damages	
As set out in Appendix F	Sebagaimana tercantum dalam Lampiran F
22. Replacement Units	
As set out in Appendix B	Sebagaimana tercantum dalam Lampiran B
23. Notices / Pemberitahuan	
Save otherwise agreed by the relevant Party, all notices, consents, waivers, and other communications under this Agreement shall be issued to the following addresses as set out below:	Kecuali disepakati lain oleh Pihak terkait, segala pemberitahuan, persetujuan, pengesampingan, dan komunikasi lainnya berdasarkan Perjanjian ini harus diterbitkan kepada rincian alamat sebagaimana berikut ini:
(a) XL: XL Axiata Tower, Jl. H.R. Rasuna Said X5 Kav. 11-12, Kuningan Timur, Setiabudi, Jakarta 12950, Indonesia	
Purposes	
<ul style="list-style-type: none"> • Implementation <ul style="list-style-type: none"> ○ Attention/U.p: Rifqi Dimas Febrianto ○ E-mail: • Payment Process <ul style="list-style-type: none"> ○ Attention/U.p: Jessica Febrina ○ E-mail: 	
(b) Supplier: PT. Batam Bintang Telekomunikasi Jl. Markisa No.1 , Batamindo Industrial Park, Mukakuning, Batam, Kepulauan Riau, Indonesia Attention/ U.p: Nurprihati Alriyanti Title: Account Manager Sekretariat Email : yanti@bbt.co.id	
24. Special Terms and Conditions (if any) / Syarat dan Ketentuan Khusus	
As per Appendix E	Sebagaimana tercantum dalam Lampiran E

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25. Compliance to XL Policies and XL's Customer Requirement / Kepatuhan terhadap Kebijakan XL dan Persyaratan Pelanggan XL.

Supplier shall comply with all relevant XL's Policies, and any amendments thereto from time to time notified in writing by the XL to the Supplier. In addition to that, Supplier shall ensure any Products, Works and/or Service shall be in compliance with all requirement applied by the relevant XL's Customer as notified by XL to Supplier from time to time.

Supplier harus mematuhi semua Kebijakan XL yang relevan, dan setiap perubahannya dari waktu ke waktu diberitahukan secara tertulis oleh XL kepada Supplier. Sebagai tambahan, Penyedia harus memastikan setiap Produk, Pekerjaan, dan/atau Layanan harus sesuai dengan persyaratan yang diterapkan oleh Pelanggan XL terkait sebagaimana diberitahukan oleh XL dari waktu ke waktu kepada Penyedia.

III. GENERAL PROVISIONS OF STATEMENT OF WORKS / KETENTUAN UMUM PERNYATAAN KERJA

1) This Statement of Work, Technical Clarification, PO, Framework Agreement and together with all schedules and appendices expressly referred to in this Statement of Work, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto. For the avoidance of doubt, any document not expressly referred to in this Statement of Work shall not form part of the Statement of Work and shall not be binding as between the Parties.

1) Pernyataan Kerja ini, Klarifikasi Teknis, PO, Perjanjian Induk dan seluruh lampiran dan skedulnya yang secara tegas merujuk ke Pernyataan Kerja ini, mewakili keseluruhan pemahaman, dan merupakan keseluruhan perjanjian, dalam kaikannya dengan pokok bahasannya dan menggantikan perjanjian sebelumnya antara Para Pihak sehubungan dengan hal tersebut. Untuk menghindari keraguan, dokumen apa pun yang tidak secara tegas dirujuk dalam Pernyataan Kerja ini tidak boleh menjadi bagian dari Pernyataan Kerja ini.

2) This Statement of Works may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts, when taken together shall constitute one and the same signed agreement between the Parties.

2) Pernyataan Kerja ini dapat ditandatangani pada sejumlah salinan, dimana masing-masing Salinan akan dianggap asli dan salinan-salinan tersebut ketika ditandatangani bersama-sama akan merupakan satu perjanjian dan sama yang ditandatangani antara Para Pihak.

3) this Statement of Works can be executed by electronic signatures or handwritten signature by either Party. In case of a Party executes this Statement of Works by electronic signature, such electronic signature shall be deemed as original signatures. The Parties agree that electronic signatures should be given the same legal force and effect as handwritten signature.

3) Tandatangan dapat dilakukan dengan cara melalui tandatangan elektronik atau tandatangan secara langsung oleh masing-masing Pihak. Dalam hal salah satu Pihak menandatangani Pernyataan Kerja ini dengan tandatangan elektronik, tandatangan elektronik tersebut dianggap asli dari Pihak terkait. Para Pihak sepakat bahwa tandatangan elektronik tersebut memiliki kekuatan hukum yang sama dengan tandatangan yang dibuatnya secara langsung.

4) notwithstanding to the above provision, this Statement of Works can be executed by using mixed signature, whereas one Party executes by electronic signature and the other Party executes by

4) Terlepas dari ketentuan di atas, Pernyataan Kerja ini dapat ditandatangani dengan menggunakan tanda tangan dalam metode yang berbeda, dimana salah satu Pihak menandatangani menggunakan tanda

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handwritten signature. In such a case, the Parties further agree that the Statement of Works will be deemed to be effective from the date that the last Party signed this Statement of Works or the specific Effective Date as stipulated herein (whichever earliest).

- 5) this Statement of Work in two language, namely Indonesian language and the English language. In case of any discrepancy in interpretation or understanding upon the content of this Agreement between the Indonesian-language text and the English-language text, the Indonesian language text shall prevail. In the event there is any provision and/or statement that only expressed only in english language, the Parties agree that the interpretation of such provisions and/or statement shall interpreted with the available language version until the Indonesia language version available of such provision and/or statement agreed by the Parties.

tangan elektronik dan pihak lainnya menandatangani dengan menggunakan tanda tangan basah. Dalam hal demikian, Para Pihak selanjutnya menyetujui bahwa Perjanjian ini akan dianggap efektif sejak tanggal Pihak terakhir menandatangani Perjanjian ini atau tanggal yang disepakati bersama oleh Para Pihak

- 5) Pernyataan Kerja ini dibuat dalam dua bahasa, yaitu Bahasa Indonesia dan Bahasa Inggris. Dalam hal terdapat perbedaan dalam penafsiran atau pengertian mengenai isi Perjanjian ini antara kata-kata dalam Bahasa Indonesia dan kata-kata dalam Bahasa Inggris, maka kata-kata dalam Bahasa Indonesia yang berlaku. Apabila terdapat ketentuan dan/atau pernyataan yang hanya dinyatakan dalam bahasa Inggris, Para Pihak sepakat bahwa interpretasi atas ketentuan dan/atau pernyataan tersebut akan ditafsirkan sesuai dengan bahasa yang tersedia, sampai dengan tersedianya versi bahasa Indonesia yang disepakati oleh Para Pihak terhadap ketentuan dan/atau pernyataan terkait.

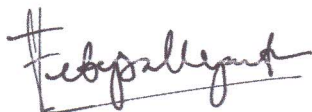
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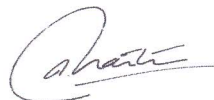
EXECUTION PAGE

IN WITNESS WHEREOF, this Statement of Work executed by the duly authorised representatives of the Parties. / DEMIKIANLAH, Pernyataan Kerja ini ditandatangani oleh perwakilan sah dari Para Pihak.

SIGNED for and on behalf of
PT XL AXIATA TBK
in the presence of:

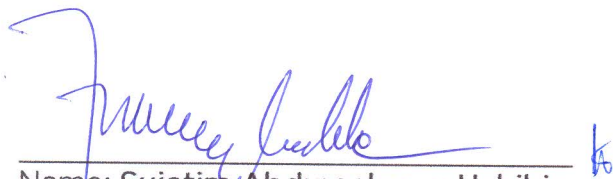


Name: Feby Sallyanto
Title: Chief Enterprise and SME Officer



Name: Budi Pramantika
Title: Director

SIGNED for and on behalf of
PT Batam Bintang Telekomunikasi /
in the presence of:



Name: Sujatim Abdurachman Habibie
Title: President Director

Appendix A – Definition

In this Statement of Work / Dalam Pernyataan Kerja Ini:

Acceptance means shall refer to the meaning of term Acceptance in the Agreement.

Penerimaan adalah merujuk pada pengertian Acceptance pada Perjanjian.

Certificate of Acceptance shall refer to the meaning of term Certificate of Acceptance in the Agreement.

Sertifikat Penerimaan adalah merujuk pada pengertian Certificate of Acceptance pada Perjanjian.

Delivery Lead Time means shall refer to the meaning of term Delivery Lead Time in the Agreement.

Jangka Waktu Pengiriman adalah merujuk pada pengertian Delivery Lead Time pada Perjanjian.

External use means any Product and/or Service ordered by XL for the benefit of XL's Customer and for the purpose of XL's external use.

Kebutuhan Eksternal adalah setiap Produk dan/atau Layanan yang dipesan oleh XL untuk kepentingan Pelanggan XL dan untuk tujuan penggunaan eksternal.

Hardware means shall refer to the meaning of term Hardware in the Agreement.

Hardware adalah merujuk pada pengertian Hardware pada Perjanjian.

Internal Use means any Product and/or Service ordered by XL for the benefit of XL and for the purpose of XL's internal use.

Kebutuhan Internal adalah setiap Produk dan/atau Layanan yang dipesan oleh XL untuk kepentingan XL dan untuk tujuan penggunaan internal XL.

Personal Information means (i) personal information (or, where an analogous term is used, that analogous term) as described under the Privacy Laws (ii) information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not; about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion, and which is collected by or provided to the Supplier in connection with this Agreement (iii) held by or reasonably accessible to Supplier or XL, or as may be described as such in XL Policies.

Informasi Pribadi adalah (i) informasi pribadi (atau, di mana istilah analog digunakan, istilah analog tersebut) seperti yang dijelaskan dalam Perundang-Undangan Privasi; (ii) informasi atau suatu pendapat (termasuk informasi atau suatu pendapat yang membentuk bagian dari suatu database) baik benar atau tidak, dan baik yang direkam dalam bentuk material atau tidak, tentang individu yang identitasnya nyata, atau dapat dipastikan secara wajar, dari informasi atau suatu pendapat, dan yang dikumpulkan oleh atau diberikan kepada Partner atau Waktunya sehubungan dengan Perjanjian ini; dan (iii) dipegang oleh atau dapat diakses secara wajar oleh Partner or Waktunya atau XL, atau sebagaimana dijelaskan dalam kebijakan XL.

Privacy Law means shall refer to the meaning of term Privacy Laws in the Schedule 5 of Agreement.

Perundang-undangan Privasi adalah merujuk pada pengertian Privacy Laws pada Schedule 5 Perjanjian.

Product shall refer to the meaning of term Product in the Agreement.

Produk adalah merujuk pada pengertian Product pada Perjanjian.

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Purchase Order or PO means Purchase Order form which issued by XL to the Supplier for ordering the Product and Services under this Statement of Work.

Purchase Order atau PO adalah Purchase Order form yang diterbitkan oleh XL kepada Supplier untuk pemesanan Produk dan/atau Layanan berdasarkan Pernyataan Kerja ini yang akan

Ready for Services or RFS means shall refer to the meaning of term Ready for Services in the Agreement.

Ready for Services atau RFS adalah merujuk pada pengertian *Ready for Services* pada Perjanjian

Service means refer to the meaning of term Service in the Agreement.

Layanan adalah merujuk pada pengertian *Services* pada Perjanjian.

Software refer to the meaning of term Software in the Agreement.

Software adalah merujuk pada pengertian *Software* pada Perjanjian.

Support and Maintenance Services means any services, support operation and maintenance services of the Product performed by Supplier in relation to the Cloud PBX Project with detail as set out in Appendix B of this Statement of Work

Layanan Dukungan dan Pemeliharaan adalah setiap layanan, layanan dukungan operasional dan pemeliharaan atas Produk yang dilaksanakan oleh Supplier sehubungan dengan Proyek Cloud PBX dengan rincian sebagaimana tercantum dalam Lampiran B Pernyataan Kerja ini.

Support and Maintenance Period shall mean the period(s) when the Support and Maintenance Services is taking place that is one (1) year, which will be divided as per purpose of each Project as follow: (i) if Project for XL's Internal Use, will commence as of the Product and/or Service Acceptance signed by XL and Certificate of Acceptance signed by XL and (ii) if Project for External Use of XL's Customer, will commence as of the Product and/or Service Acceptance by Customer and the Certificate of Acceptance signed by the relevant Customer.

Periode Dukungan dan Pemeliharaan adalah periode dimana Layanan Dukungan dan Pemeliharaan berlangsung yaitu 1 (satu) yang akan dibagi sebagaimana tujuan setiap Proyek sebagai berikut (i) apabila Proyek untuk Kebutuhan Internal XL, akan dimulai sejak Produk dan/atau Layanan diterima oleh XL dan Sertifikat Penerimaan ditandatangani oleh XL; dan (ii) apabila Proyek untuk Kebutuhan External, akan dimulai sejak Penerimaan Produk dan/atau Layanan oleh Pelanggan dan Sertifikat Penerimaan telah ditandatangani oleh Pelanggan terkait.

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Technical Clarification means Minutes of technical clarification form as agreed by the Parties in Appendix G of this Statement of Work, Supplier setting out the specifications, system requirements and performance capabilities of a Product and/or Service as agreed and signed on behalf of both Parties. For the avoidance of doubt, the Technical Clarification shall apply specifically to the relevant Project as describe in such Technical Clarification and the Technical Clarification shall not contradict with the provisions of the Framework Agreement and Statement of Work, except for the matter related to the technical, operational, and commercial of the relevant Project.

Cloud PBX Proposal Document means the documents submitted by Supplier to XL on or around [23 November 2020] (Version V2 with file name RFP_UC_Cloud_PBX_v2_filled_211020.xlsx and Price_Structure_Cloud_PBX_Partner.v1_filled_Final_Offer_201120) containing detail information of Cloud PBX by which such proposal has been agreed by XL and shall be deemed as an integral part of this Statement of Work.

Cloud PBX Service means the service solution of Cloud PBX technology Managed by Supplier for the benefit of XL and/or XL's Customer, which include supply and install of Hardware and Software, support and maintenance and any necessary works required for the operation of Cloud PBX Project.

Cloud PBX Project means any product/service involve and use the Cloud PBX Service to be delivered by Supplier for Internal Use or External in accordance with XL's Purchase Order under this Statement of Work.

Works refer to the meaning of term Works in the Agreement.

Klarifikasi Teknis adalah formulir klarifikasi teknis sebagaimana disepakati oleh Para Pihak dalam Lampiran G Pernyataan Kerja Ini, Supplier yang menjelaskan spesifikasi, persyaratan sistem, dan kemampuan kinerja suatu Product dan/atau Layanan yang disepakati dan ditandatangani, atas nama oleh Para Pihak. Untuk menghindari keraguan, Klarifikasi Teknis harus berlaku khusus untuk Proyek terkait seperti yang dijelaskan dalam Klarifikasi Teknis tersebut dan Klarifikasi Teknis tidak boleh bertentangan dengan ketentuan Perjanjian dan Pernyataan Kerja, kecuali untuk masalah yang terkait dengan teknis, operasional, dan komersial dari Proyek yang relevan.

Dokumen Proposal Cloud PBX adalah dokumen yang disampaikan oleh Supplier kepada XL pada dan sekitar tanggal 23 November 2020 (Version V2 with file name RFP_UC_Cloud_PBX_v2_filled_211020.xlsx and Price_Structure_Cloud_PBX_Partner.v1_filled_Final_Offer_201120) yang mengatur rincian informasi Cloud PBX yang mana proposal tersebut telah disetujui oleh XL dan harus dianggap sebagai bagian yang tidak terpisahkan dengan Pernyataan Kerja.

Layanan Cloud PBX adalah layanan solusi terhadap teknologi Cloud PBX yang dikelola oleh Supplier untuk kepentingan XL dan/atau Pelanggan XL, yang termasuk penyediaan dan pemasangan Hardware dan Software, layanan pendukung dan pemeliharaan dan setiap pekerjaan-pekerjaan yang dibutuhkan untuk operasional Proyek Cloud PBX.

Proyek Cloud PBX adalah setiap Produk dan/atau Layanan yang akan diberikan oleh Supplier, melibatkan dan menggunakan Layanan Cloud PBX yang akan dilaksanakan oleh Supplier untuk kepentingan Internal maupun Kepentingan External sesuai dengan Purchase Order XL berdasarkan Pernyataan Kerja ini.

Pekerjaan-Pekerjaan adalah merujuk pada pengertian Works pada Perjanjian.

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XL's Customer means a party purchasing and subscribe for any Product and/or Services from XL which using Cloud PBX Service in accordance with the provisions as agreed between XL and such party.

Pelanggan XL adalah suatu pihak yang membeli dan berlangganan untuk setiap produk dan/atau layanan XL yang menggunakan Layanan Cloud PBX sesuai dengan ketentuan yang disetujui antara XL dan Pihak tersebut.

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**APPENDIX B
SCOPE OF WORK AND SPECIFICATIONS**

1. Scope of Work

This Appendix is to define the deliverables, assumptions, application development process, responsibilities and the project management methodology, as well as establish responsibilities of Supplier for the Cloud PBX ("Project"). Unified Communication (UC) Cloud PBX is one of telephony services which can be accessed through the public internet network making it easier for customers to use and manage. This Cloud PBX service should be deployed with a high quality-of-experience from a well, integrated business platform. The user experience of the offering must deliver outstanding quality of service, natively to desktop, deskphone and mobile devices.

In This Statement of Work, Supplier shall perform the following Scope of Work:

No.	Acceptance Item
1. <i>Technical delivery</i>	
1	Cloud PBX Feature
(i)	Provide basic communication feature : - Audio Call - Instant Messaging - Audio Video (video call) - Call Forwarding - Group Extension - Call Flow Management - Conference Call - Voicemails - Faxbox - Transfers Call
(ii)	Provide recording feature : - Record Audio and Video call - Recording data can only be opened by PIC Group Company
(iii)	Cloud PBX Incoming Call: - Provide hunting receiver number - Provide IVR - Hot Desking
(iv)	Provide web widget click to call
(v)	Provide web RTC
(vi)	Cloud PBX should be able to be accessed via multi client device: - IP Phone - Mobile Phone - Web RTC
(vii)	Cloud PBX should be able to serve multy user communication simultaneously
(viii)	Cloud PBX should be able to be integrated with Legacy (GSM)
(ix)	Cloud PBX Support Codec : Multi Codec (G711 alaw/ulaw & G729)
(x)	Support Geo Cities Blocking

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(xi)	Provide All SIP Response Code and Reporting
2	Cloud PBX Web Platform
(i)	The platform should provide user hierarchy : - Level Provider/Super Admin - Level Corporate Group Admin - Level Employee/Client User
(ii)	The platform should provide specific menu for each user hierarchy : - Provider/Super Admin: Provider Management - PIC Corporate Group : Corporate Management - Employee/Client User : Personal Management
(iii)	The platform should provide log historical data and it can be downloaded : - Log Historical Corporate Registration - Log Historical Active/deactive subs or license - Log Historical Termination Corporate - Log Historical communication of user (can only be downloaded by Corporate Admin)
(iv)	The platform should provide automatic notification system (content: Hyperlink or QR Code) : - Notification for each corporate registration request (sCloud PBXcess/failed) - Notification for each activate/deactivate subs or license (sCloud PBXcess/failed) - Notification for each corporate termination request (sCloud PBXcess/failed)
(v)	The platform should be able to be integrated with others platform : - Salesforce system - SMS Broadcast system - SAP system
(vi)	The platform should provide tools for PIC Corporate to do self service : - Registration Corporate - Termination Corporate - Activation User Employee - Deactive User Employee
(vii)	Billing system of Cloud PBX Web Platform : - The platform should be able to provide usage limitation feature - The platform should be able to provide log historical call - The platform should be able to create and manage call package (Call and Video Call), sCloud PBXh as time base or room base
(viii)	The Platform should provide tools for Provider Admin to do below task: - Suspend User ID - Freeze Corporate ID
(ix)	Web Platform must be protected by strong system security, please mention what kind of system security
(x)	Cloud PBX Web Platform should be able to be white labeled
(xi)	Cloud PBX call records can be saved on a. On Premis Customer b. Cloud Provider c. Partner Storage
(xii)	Partner provide interface for XL to collect CDR for each Corporate
3	Cloud PBX Client Apps
(i)	Client apps should provide hierarchy of user login : - Provider Level as super admin - Customer Group admin - Employee/Client User
(ii)	Client apps should provide usage information of each user id
4	Cloud PBX Server Access

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(i)	Cloud PBX Server should be able to be connected to Leased Line
(ii)	Cloud PBX Server should be able to be connected to VPN MPLS
(iii)	Cloud PBX Server should be able to be connected to Internet
2 Manage Service	
1 Helpdesk Support	
(i)	Partner will provide Help Desk (On Call) who classified as expertise that will support : - Any technical inquiries related operation and maintenance activity - Any technical inquiries related problem solving - Any technical inquiries which is not limited to operating rules, routine maintenance tasks and problem investigation, but expanding to all issues or difficulties that arise in the areas of operations and maintenance
(ii)	Availability of helpdesk support: 24 hours, 7 days a week, 365 days a year
(iii)	Accessibility via several modalities, including email, telephone or in writing, which will be available at the following contact points: - Telephone: 124 - E-mail: customercare@ofon.co.id
(iv)	The Help Desk must respond to problems submitted via the different modalities in accordance with the following response times: - Telephone: 15 minutes, start from the call initiated by XL - E-mail: within 15 minutes of e-mail being received by Partner
(v)	Partner will support XL with On-site Intervention Service to perform operations and maintenance activities required by XL
(vi)	Partner should provide escalation procedure for operation and maintenance
(vii)	Partner should provide monitoring system for traffic utilisation and fault management for XL and sepecific XL customer with different username and password
(viii)	Partner should provide monthly performance report consist of trouble ticket, SLA performance for installation and service
3 Project Delivery	
Planning and Assessment	
2.1	- Logical information planning, i.e.: IP address, VLAN, port-mapping, cabling interconnection
	Hardware/Software Setup
2.2	- Software installation and configuration for complying the compliance
2.3	Services Testing
2.4	UAT and Documentation Report
4 Training	
4.1	Portal Administration
4.2	Numbering Management
4.3	Device Management
4.4	Basic Configuration
4.5	Troubleshooting

The implementation of the above Scope of Works shall be in compliance with the following provisions:

1. Support and Maintenance Period	a) Any Support and Maintenance Period for Products and Works shall commence on the same commencement date and valid for the same Period of Managed Service of Product as agreed by the
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	<p>Parties in the relevant Technical Clarification as set out paragraph (b) below.</p> <p>b) Managed Service for Products and Works which implemented in XL's Customer shall be valid for period as agreed by the Parties in the relevant Technical Clarification and it shall commence from the date of the Certificate of Acceptance signed by XL and the relevant Customer.</p>
2. Support and Maintenance Services Scope	<p>Notwithstanding anything contrary under the Agreement, Support and Maintenance Services that shall be provided by the Supplier as part of Cloud PBX Service under this Statement of Work shall be in accordance with all technical requirement as set out in Cloud PBX Proposal Documents or any specific requirement agreed by the Parties in the relevant Technical Clarification.</p>
3. Planning and Design responsibility	<p>Refer to Cloud PBX Proposal Document</p>
4. Necessary Deliverables for Acceptance	<p>Any additional requirements or modifications to any Product and Services which are necessary for the fulfilment of the Supplier's obligations under this Statement of Work but which were not included in the Supplier's design of the Product and Services and are necessary to achieve Final Acceptance (or any type of approval of a Deliverable) shall be provided at Supplier's cost regardless of the fact that the design of the Product/Hardware and Services was approved or suggestion for modifications were made by XL.</p>
5. Latest Availability of Products	<p>a) All Products offered to Supplier will always be the latest generally available date at that point of offering. In the event if the Supplier fails to inform XL of the Suppliers plan of the Suppliers plans of new development to enhance the Products/Hardware, and XL issues a Purchase Order for Products under this Statement, and discovers within 2 weeks from date of Purchase Order that such new enhanced Products is commercially available, then XL shall have rights to cancel the Purchase Order at no cost to XL and XL may issue a new Purchase Order for such new enhanced Products.</p> <p>b) If XL chooses to order such new or enhanced Product after 2 weeks from the issue of the Purchase Order, the Parties shall agree on the price, delivery times and other provisions relating to XL exercising the option specified in paragraph A above. This option is only valid for new or enhanced Product only.</p>
6. Software Upgrades	<p>a) The Supplier agrees to make available to XL all latest Releases and enhancement of Products as reasonably practicable and in any event by the Generally Available date.</p> <p>b) In the event if there is a software Release upgrade by Supplier and such software Release upgrade is required by XL to rectify performance and/or operational issues of XL's network, then</p>

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	Supplier shall provide the said software Release upgrade to XL free of charge.
7. Upwards and Downwards Compatibility	The Supplier shall further ensure that during the duration of three (3) years from the Product/Hardware receiving Final Acceptance, the Product/Hardware it supplies pursuant to a Purchase Order will be able to work with all the Supplier's equipment in XL network without any loss of functionality or features and will integrate, inter-operate and provide the required features and functionality (excluding capacity related performance) when interfaced with the Supplier's system in XL network, without requiring a change of hardware or software.
8. Obsolescence Protection	<p>a) The Supplier undertakes to ensure that for a period of three (3) years from the date of any Acceptance of Product/Hardware Certificate, the Product/Hardware referred to in that Final Acceptance Certificate (excluding third party Equipment) shall not become obsolete as a result of the Supplier issuing any compulsory New Release. In this clause "Obsolete" means that the loading and use of such compulsory New Release onto such Product/Hardware would be impracticable due to incompatibility or significant loss of functionality or capacity.</p> <p>b) In the event that the Supplier breaches this undertaking and Product/Hardware or any part thereof supplied to XL needs to be swapped out then the Supplier shall, provide XL with replacement Product/Hardware and implementation services necessary to install the replacement Product/Hardware, and to implement the new Release. Such new Product/Hardware shall seamlessly inter-operate with XL existing system in the Network.</p>
9. Long Term Support	<p>a) The Supplier agrees to maintain the technical capability and expertise to provide support for the Product/Product/Hardware and Services. The Supplier shall, if required to do so at the option of XL, to execute the renewal of the Support and Maintenance Services Agreement with the Supplier to ensure: the correct functioning and interoperability of the Product/Product/Hardware and Services and provide technical support services, hardware and software support, for a period required by XL which may be a minimum period of one (1) year extendable to a maximum period of ten (10) years, from the date of the expiry of the Support and Maintenance Period, except as otherwise agreed by the Parties.</p> <p>b) The Supplier further warrants that there shall be a continuous supply of the same type version of the Product/Hardware (or parts thereof such as but not limited to components, chassis, modules, boards, cards), purchased under this Statement of Work, available for sale for XL's continuous purchase for future expansion in the XL's Network for at least three (3) years from the date of Statement of Work.</p> <p>c) In the event the Supplier during the renewal of the Support and Maintenance Period breaches, any of the Long Term Support obligations set out in this Clause, the Supplier shall at the XL's option either (i) replace the existing Equipment at its own cost and expense (including cost of new Equipment) or (ii) pay XL for any</p>

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	<p>costs which XL has to incur, including but not limited to costs of replacing the existing Equipment (including cost of new Equipment/equipment) or making alternate arrangements for operation and maintenance of the Equipment, etc. due to Supplier's intention to cease the maintenance of the Equipment, prior to the Long Term Support duration as stated above.</p>
<p>10. Life Span of Product/Hardw are</p>	<p>d) The Life span of Product/Hardware is three (3) years from Acceptance date of Product/Hardware and subject to XL signing a Support and Maintenance Agreement. In the event the Equipment goes end of life prior to the expiry of the said three (3) years Life Span and no longer functions in accordance to the performance requirements of XL and the Specifications in this Statement of Work, then the Supplier during the renewal of the Support and Maintenance Period shall, provide XL with replacement Equipment at similar capacity and capability and implementation services necessary to the replacement Equipment no additional costs to XL. Such new Equipment shall, seamlessly inter-operate with XL existing system in the Network.</p>
<p>11. Interworking, Interfaces and Interoperability</p>	<p>a) Interoperability and Integration of the Deliverables shall be performed by the Supplier in accordance with the provision under the Agreement. Multi-Supplier Integration and Interoperability and shall be at no additional cost to XL and not to be charged to XL's incumbent Third Party Suppliers and XL's Customer during the Term of the Statement of Work.</p> <p>b) The Supplier must perform all activities and services required to be carried out, and bear all costs and expenses relating to:</p> <p>(i) ensuring that where applicable, each Product/Hardware and System supplied to XL shall meet the following criteria;</p> <p>(A) are compatible with the interfaces existing in XL's Network;</p> <p>(B) are compatible with the interfaces as specified in the Technical Annexes;</p> <p>(C) Integrate, interwork, interface, interconnect and inter-operate with XL's existing Other Systems;</p> <p>(D) interwork, Integrate, interface, interconnect and inter-operate with the Supplier's provided own Equipment notwithstanding if the interfaces are standard or non-standard;</p> <p>(E) Integrate, interwork, interface, interconnect and inter-operate with XL's OSS/BSS System and service layer,</p> <p>(ii) providing the interfaces including any modifications or the development of the necessary interfaces, between the Product, Equipment, System, Works, and/or Software and the Customer's Other Systems where necessary and required;</p> <p>(A) to fulfill the obligations set out in 31 B 1 (a) to (e); and</p> <p>(B) for future enhancements, Interface developments, and/or upgrades required in the Supplier's System to be integrated with Customer's Other Systems, provided the Customer's Other Systems is compliant with the</p>

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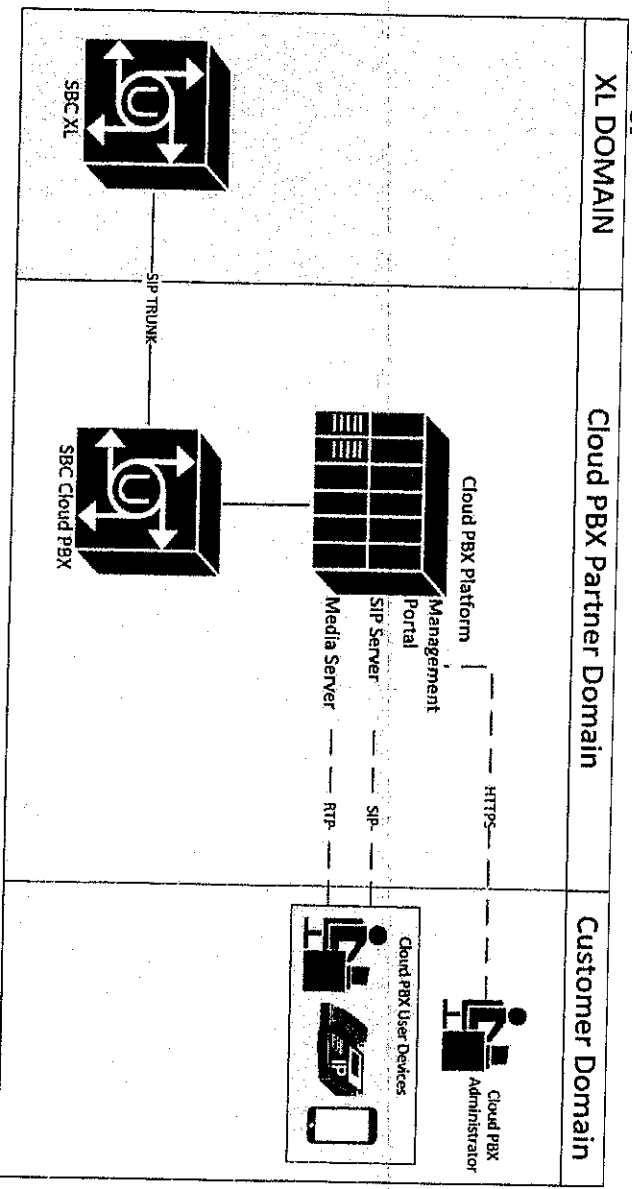
	<p>interfaces specified in the Technical Annexes or is compliant with the standard interfaces; and</p> <p>(C) Interoperability Testing to ensure Integration of the Equipment, Software, Product, Works and System with XL existing Other Systems in XL network and XL future equipment, software, product and systems related to the technology covered in the Technical Annexes provided by XL's Incumbent Third Parties.</p> <p>c) Any cost incurred from such activities above shall be the responsibility of each party without any obligations to compensating the other parties.</p> <p>"XL's Incumbent Third Party Supplier" refer herein means any existing supplier appointed by XL from time to time to performed service to support XL's business as may be related to the Cloud PBX Project.</p> <p>"Other Systems" refer herein any element equipment, software, product and system that is owned by XL and/or XL's Customer and not part of the Equipment, Software, Product, Works and System deployed by Supplier under this Statement of Work.</p> <p>d) As part of the Acceptance Test Procedure, the Supplier shall demonstrate that the Product/Hardware, Works and System successfully Interworks and meets the Acceptance Test & Handover Requirements as set out in the Cloud PBX Proposal Document.</p> <p>e) In the event the Supplier's Product/Hardware, Works, and System fails to successfully Interwork, the Supplier shall, where applicable and at XL's request, work with a third party supplier at the Supplier's cost until such failure has been resolved.</p> <p>f) Any modifications or customizations required by XL for the Supplier's Hardware Equipment, Product Works, System provided outside the scope of this Statement of Work and not mentioned in the Technical Annexes, shall be subject to a separate mutual commercial agreement. However, any related Multi-Supplier Integration and Interoperability services shall be provided at no costs to XL and not to be charged to XL's Incumbent Third Party Suppliers.</p> <p>g) At XL's request, the Supplier shall provide assistance to a third party supplier, to enable a third party supplier to demonstrate that its product successfully Interworks with any Supplier Product which is used in any of the XL Network (whether procured under the Agreement or otherwise).</p> <p>h) The Supplier must perform all activities and services required to be carried out for the purpose of Interoperability and Integration of any Product/Hardware/Software installed and used by XL's Customer in accordance with any applicable requirement requested by XL's Customer from time to time. Such Integration and Interoperability and shall be at no additional cost to XL and/or XL's Customer and not to be charged to XL's incumbent Third Party</p>
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	Suppliers and XL's Customer incumbent Third Party Suppliers during the Term of the Statement of Work.
12. Successor Products	<p>a) XL shall also have the right to apply any of the discounts to any successor of the Deliverables in the Price List (including alternative Products that have the same functionality as to the Deliverables in the Price List) (the "Successors").</p> <p>b) For the like for like functionality the Supplier shall not increase the price for a Deliverable when introducing a successor Product.</p>
13. Baby-Sitting Period	<p>After the earlier of the Acceptance Date, the Baby-Sitting Period shall automatically commence for a consecutive 3 (three) months. The purpose of this Baby-Sitting Period is to make sure that the Products is running stable and problem-free as well as to ensure that that XL Personnel have adequate knowledge and skill in the design, operation and use of the Products. Any issues arising within this Baby-Sitting Period will fall under the Supplier's responsibility to remedy and/or rectify. This Baby-Sitting Period is also included in the Support and Maintenance Period.</p>

II. Topology



III. RACI MATRIX

No.	Task List	XL Axiata	Supplier
1	Sales and marketing (account management)	R	C
2	Services order and hardware delivery	A	R, A
3	Environment readiness: - Rack space & utilities - Cabling/patch cord - Power Electricity - Working permit	R	
4	Collecting information and assessment	C	R, A

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5	Tested network preparation: - Infrastructure equipment, i.e.: switch, router, firewall, transceiver/SFP, etc. - Existing equipment configuration, i.e.: 802.1q, routing, e-line/e-lan service activation, internet access, firewall policy (if any).	R, A	C
6	Cloud PABX installation and configuration on OFON's demarcation: - Tenant and license activations - Provisioning and number management	C	R, A
7	Cloud PABX installation and configuration on Customer's demarcation: - Hardware (IP Phone) mounting and Power On - Software installation and configuration	C	R, A
8	Cloud PABX service POC/Installation Report	C	R, A
9	POC/Installation report and documentation	C	R, A
10	Billing and invoicing to customer	R	C

R = Responsible
A = Accountable
C = Consultative
I = Informed

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PRICE AND TERMS OF PAYMENT
APPENDIX C

PART 1 – PRICE

The Parties may agree to other price points for specific Projects and these shall be stated in the Technical Clarification. In the case where the Product and/or Service ordered for the purpose of External Use and XL's offer price or fee to XL's Customer at rates below the Pricelist as set out in this Appendix, the Pricelist as set out in agreed Technical Clarification shall be used as the applicable reference for Supplier to invoice XL.

I. CLOUD PBX

Commercial	Type of Charge	Price/Unit (IDR)	Unit	Qty	Total Cost	Remarks
Setup/Integration Cloud PBX						
SIP Trunk	OTC	5,000,000	Trunk	2	10,000,000	
White Label	OTC	3,500,000	Lot	1	3,500,000	
Virtual PBX Activation	OTC	15,000,000	Set	1	15,000,000	500 Devices / 50CCs (Scale Up per 500 Devices / 50CCs)
Total Setup Fees					28,500,000	
License	MRC	25,000	Device	1	25,000	Min Quantity Order <ul style="list-style-type: none"> New Customer: 20 licenses Additional: No minimum quantity order
Provisioning License	OTC	50,000	Device	5	250,000	Min Quantity Order <ul style="list-style-type: none"> New Customer: 20 Additional: 5 Simulation Additional <ul style="list-style-type: none"> Customer order add license ≤ 5, then Provisioning fees will be 5 x IDR 50k or IDR 250k Customer order add 10 licenses, then Provisioning fees will be 10 x IDR 50k or IDR 500k
Custom dashboard (Theme/Logo) for Corporate Customer	OTC	5,000,000	Lot	1	5,000,000	

II. IP PHONE

A. CAPEX Base IP Phone

Device & Series	Charge	Price/Unit	Unit	Remarks
Fanvil X1S	OTC	650,000	Device	<ul style="list-style-type: none"> Exclude Managed Service and Provisioning Minimum Quantity Order New Customer: 20 units IP Phone Additional: No min quantity
Fanvil X1S	OTC	750,000	Device	

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B. Opex Base IP Phone (Lease IP Phone)

Price/Unit Based on Area			Unit	Remarks
Device & Series	Jabodetabek	Jawa	Others	
Fanvil X1S	65.000	65.000	NA	Device
Fanvil X3S	75.000	75.000	NA	Device
				<ul style="list-style-type: none"> • Price exclude Managed Service and Provisioning • Minimum Quantity Order ○ New Customer: 20 units IP Phone ○ Additional: No min quantity

C. Professional Service

No	Professional Service	Charge	Price/Unit	Unit	Remarks
1	Managed Service	MRC ¹⁾	25.000	Device	Quantity follow hardware IP Phone
2	Provisioning	NRC ²⁾	50.000	Device	<ul style="list-style-type: none"> • Min Quantity Order • New Customer: 20 • Additional: 5 <p><u>Simulation: Additional</u></p> <ul style="list-style-type: none"> • Customer order add license ≤ 5, then Provisioning fees will be 5 x IDR 50k or IDR 250k • Customer order add 10 licenses, then Provisioning fees will be 10 x IDR 50k or IDR 500k

¹⁾ MRC = Monthly Recurring Charge, means a charge of Service that shall be paid in monthly basis with the agreed billing cycle. The Parties agree that, in case the commencement of Service Period falls in the middle of billing cycle, the MRC for the relevant month for will be billed on a pro rata basis.

²⁾ NRC = Non-Recurring Charge, means a charge of Service applied as on time charge.

III. STORAGE RECORDING

No	Professional Service	Type of Charge	Price Per Unit	Unit	Remarks
1	Cloud Storage	MRC	200.000	100 GB	Minimum contract 12 months
2	Managed Service Cloud Storage	MRC	200.000	100 GB	
3	Provisioning Cloud Storage	NRC	235.000	Lot	
4	On-Premise Storage	MRC	NA	NA	On premise storage will be treated as project
5	Provisioning On-Premise Storage	NRC	NA	NA	On premise storage will be treated as project

IV. INTEGRATION WITH OTHER CLOUD PBX/JC

No	Difficulties	Type of Charge	Price Per Unit	Unit	Remarks
3	Simple	NRC	2.500.000	Lot	2 Entities only, extension to extension, without other PSTN
4	Medium	NRC	5.000.000	Lot	3 Entities (Involving Media gateway and other PSTN)
5	Hard	NRC	10.000.000	Lot	More than 3 entities, Complex scenario, with multiple dial-plan
6	Custom	NRC	Per Project	Lot	Complex scenario requirement based on discussion

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PART 2 PAYMENT TERMS

- I. **Payment Milestone for supply and delivery of Product:**

100% of the Purchase Order value of the Product to be invoiced upon the delivery of Products to the Delivery Location with complete Minutes of Products Delivery signed by XL together with the required supporting documentation verified by XL which includes;

 - (i) the Material on Site document signed by XL representative and acknowledge by XL project team.
 - (ii) Copy of Purchase Order
 - (iii) Packing list and shipping invoice for the relevant Products
 - (iv) Copy of Products Delivery Acceptance Certificate
- II. **Payment Milestone for supply and performance of Services (except Maintenance and Support Services)**

100% of the invoice amount of the Services to be invoiced upon XL signing the Final Acceptance Certificate.

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**APPENDIX D
PROJECT SCHEDULE**

Kick off Setup

No	Project Delivery	Duration	Schedule		Januari 2021				Februari 2021				Remarks
			Start	End	1	2	3	4	1	2	3	4	
1	Planning and Assessment	1 week	04/01/21	08/01/21									
	Logical information planning, i.e.: IP address, VLAN, port-mapping, cabling interconnection												
	Whitelabeling parameter preparation												
2	Cloud PBX Setup	2 weeks	11/01/21	22/01/21									
	Software installation and configuration for complying the compliance												
3	Services Testing	2 weeks	25/01/21	05/02/21									
4	UAT and Documentation Report	1 week	08/02/21	12/02/21									
5	Training for first initiation transfer knowledge and customer requirements from customer	2 week	15/02/21	26/02/21									

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APPENDIX E
SPECIAL TERMS AND CONDITIONS

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**APPENDIX F
SERVICE LEVEL AGREEMENT**

Unless otherwise stated in the Technical Clarification, the following Service Level Agreement shall apply for any works and service provided by the Supplier under this Statement of Work:

KPI	Item	SLA	Liquidated damages (LD's)
Project Delivery	Project Deliverables	The scheduled RFS (Ready For Service) or Acceptance which stated in proposal for each milestone and the completion date of each milestone is defined in proposal or kick-off meeting	Any delay in achieving the scheduled RFS completion date for each milestone due to Supplier delay will be subject to Liquidated Damages of: <ul style="list-style-type: none"> • 1% per day for delay from the scheduled date for delivery of product/application of each PO • Maximum of 15 % (fifteen percent) of each PO
		Mean Time to Deliver (MTTD) didefinisikan sebagai rata-rata waktu yang dibutuhkan oleh Penyedia dalam memenuhi permintaan Aktivasi / Terminasi yang terjadi sejak diterimanya Surat Perintah Kerja yang lengkap dan terkonfirmasi. Penyedia menjamin MTTD yang akan diterima oleh XL sebagai berikut: a. Cloud PBX maksimal 3 hari kerja b. Managed Service IP Phone maksimal 7 hari kerja	Any delay in achieving the scheduled RFS completion date for each milestone due to Supplier delay will be subject to Liquidated Damages of: <ul style="list-style-type: none"> • 1% per day for delay from the scheduled date for delivery of product/application of each PO • Maximum of 15 % (fifteen percent) of each PO

No	SLA	Performance Level Target (Tech and BU Team need to confirm)	Measurement Interval	Service Credit (Not Meet Performance Level Target)
A. Availability and Technical KPI SLA				
B. Fault Management SLA				
4	Response Time to Critical Incidents	100% of Critical Incidents responded to within 15 Minutes	Quarterly	3.0%*Quarterly Fees
5	Resolution Time for Critical Incidents	100% of Critical Incidents Restored within 2 hours	Quarterly	

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6	Permanent Fix for Critical Incidents	30 Days or as Agreed	Quarterly	
7	Response Time to Major Incidents	100% of Major Incidents responded to within 30 minutes	Quarterly	2.0%*Quarterly Fees
8	Resolution Time for Major Incidents	100% of Major Incidents Restored within 6 hours	Quarterly	
9	Response Time to Minor Incidents	100% of Minor Incidents responded to within 60 Minutes	Quarterly	1.5%*Quarterly Fees
10	Resolution Time for Minor Incidents	100% of Minor Incidents Restored within 8 Business Days	Quarterly	
11	Contract Maintenance should be cover: <ul style="list-style-type: none"> • 24 x 7 x 365 Supports • Phone Call • Emergency Call Handling • E-mail • Remote Access 			

Note	Description	Formula
Service Credit	Penalty that reduces partner fees if partner not meet Performance Level Target	as describe above in the table
Liquidated Damages	Penalty that reduces partner fees if partner failed to meet delivery/milestone dateline	1%*Σ delay days*PO Value (maximum cap 15%)
Fault Criteria	<ol style="list-style-type: none"> 1. Critical: A critical incident with very high impact <ol style="list-style-type: none"> a. Cloud PBX is down for all customers b. Cloud PBX is down for several tenants caused by OFON's system 2. Major: A major incident with significant impact <ol style="list-style-type: none"> a. Cloud PBX is unavailable for a subset of customers b. Core functionality is significantly impacted 3. Minor <ol style="list-style-type: none"> a. A minor inconvenience to customers, workaround available b. Usable performance degradation 	

Escalation Table

Level	Support	Person In Charge	Email	Telephone
1	SOC 24x7	Service Operation Center OFON	soc@ofon.co.id	124
2	Head of Operations	Rahmad Sis Pambunan	rahmad.sis@ofon.co.id	08170510373
3	Head of Product Development	Steven Hervianto Galuh	steven.galuh@ofon.co.id	02139735378 / 087878398080
4	Head of Commercial & Partnership	Adhi Safriansyah	adhi.safriansyah@ofon.co.id	02139730053/ 087894794788

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**APPENDIX G
TECHNICAL CLARIFICATION FORM**

MINUTES OF TECHNICAL CLARIFICATION

I. DETAIL OF PROJECT

- Proof of Concept (POC) Commercial
 Date: [*]
 Reference Number of SOW: [*]
 XL's Customer Detail: [*]
 Project Name : [*]
 Commencement Date of Service: [*]
 Service Period: [*]

II. DETAIL ORDER

1. Product (Software/Hardware/ License)

Item	Description	Price / unit	Qty	Total Price	Remarks
[*]	[*]	[*]	[*]	[*]	[*]

2. Service

Item	Description	Price / unit	Qty	Total Price	Remarks
[*]	[*]	[*]	[*]	[*]	[*]

III. Detail Service Level Agreement and Project Timeline

- Refer to the SLA and Project Timeline as set out in the SOW
 Refer to the SLA and Project Timeline as set out in Attachment 1 of this Technical Clarification.

IV. OTHER COMMERCIAL ARRANGEMENT

1. Terms of Payment

- Monthly
 One time charge
 [*] days after invoice date.

2. Specific Terms and Conditions of Service

- Based on provisions under the reference SOW
 Specific Terms and Conditions, as follows:
 [Please insert any detail of specific commercial deal for the Project]
 Detail of Delivery Location
 [Please insert any detail of Delivery Point for the Project]

This Technical Clarification is agreed and executed by the duly authorised representatives of the Parties:
 PT Batam Bintan Telekomunikasi PT XL AXIATA TBK

Name : [*]
 Title : [*]

Name : [*]
 Title : [*]

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ATTACHMENT 1 OF TECHNICAL CLARIFICATION

I. PROJECT TIMELINE

[Please complete with applicable Project Timeline for the Project]

II. SERVICE LEVEL AGREEMENT

[Please complete with applicable Service Level Agreement for the Project]



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