GOVERNMENT RESOURCE PLANNING (GRP)
SUBSCRIPTION AGREEMENT

Between

MALAYSIA PRODUCTIVITY CORPORATION

and

CENTURY SOFTWARE (MALAYSIA) SDN BHD
[Company No. 199701030091 (445590-U)]

FOR A PERIOD OF

01 OCTOBER 2023 TO 30 SEPTEMBER 2024

CONTRACT NO.: K36/2023

TABLE OF CONTENTS

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

KERAJAAN MALAYSIA

LHDN
MALAYSIA

SIJIL SETEM
ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* — FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.* — T01E118286XF023

Jenis Surat Cara
Type Of Instrument — PERJANJIAN PERKHIDMATAN
SURAT CARA UTAMA

Tarikh Surat Cara
Date Of Instrument — 21 / 12 / 2023

Balasan *Consideration* — RM 239,030.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
MALAYSIA PRODUCTIVITY CORPORATION, (TIADA)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
CENTURY SOFTWARE (MALAYSIA) SDN. BHD., (445590-U, 199701030091)

Butiran Harta / Suratcara *Property / Instrument Description*
TIDAK BERKENAAN

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem *Stamp Certificate No.*	F1232A231356558
Tarikh Penyeteman *Date of Stamping*	28/12/2023
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 240.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 240.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37,P.U.(A) 428/2021

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No. :* KK/BSKK/10/600-2/1/2(60)   Tarikh Cetak *Printed Date :* **28/12/2023 11:37:52**

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- tamat/end ---

GOVERNMENT RESOURCE PLANNING (GRP)
SUBSCRIPTION AGREEMENT

THIS GOVERNMENT RESOURCE PLANNING (GRP) SUBSCRIPTION AGREEMENT ("Agreement") is made this ......21......... day of .....December..............., 2023.

BY AND BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION, a statutory body established under the Malaysia Productivity Corporation (Incorporation) Act 1966 [Act 408], with its registered office at Lorong Produktiviti, Jalan Sultan, 46200 Petaling Jaya, Selangor, Malaysia ("Customer"); and

AND

CENTURY SOFTWARE (MALAYSIA) SDN BHD [Company No. 199701030091 (445590-U)], with its registered business address is at A-G, Block A, Level G, Sunway PJ 51A, Jalan SS 9A/19 Seri Setia, 47300 Petaling Jaya, Selangor, Malaysia ("Company");

Customer and Company may each be referred to in this Agreement as a "Party" or together as the "Parties".

BACKGROUND

(A) The Customer requires cloud services and other related services from the Company;

(B) The Company agrees to render cloud services and other related services to the Customer; and

(C) Both Parties agree to be subject to the terms and conditions as set forth in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 All definitions and capitalised terms used in this Agreement have the meaning assigned to them as specified in Schedule 1 (Part A – Definitions). Additional definitions for specific terms are provided elsewhere within this Agreement. The guidelines for interpretation are outlined in the interpretation clause found in Schedule 1 (Part B – Interpretation), establishing the principles for understanding the contents of this Agreement.

2. **AGREEMENT AND SCOPE**

2.1 These terms and conditions together with the attached schedules, constitute the binding Agreement between the Customer and the Company. This Agreement governs the Customer's access to and the utilisation of the Cloud Services (as defined herein) specified in Schedule 2 (Cloud Services Details), which includes Services (as defined herein) outlined in Schedule 3 (Services).

3. CLOUD SERVICES

3.1 Description of Cloud Services

3.1.1 Subject to the terms and conditions of this Agreement, the Company shall provide the Cloud Services in accordance with Schedule 2 (Cloud Services Details), which forms an integral part of this Agreement.

3.2 Applicability to Updates

3.2.1 The terms and conditions outlined in this Agreement shall extend their effect to include Updates (as defined herein) subsequently supplied by the Company to the Customer for the Cloud Services throughout the relevant Subscription Period (as defined herein).

3.2.2 The terms of this Agreement shall also apply to Updates (as defined herein) as subsequently provided by the Company to Customer for the Cloud Services during the applicable Subscription Period (as defined herein).

3.3 Access to Cloud Services

3.3.1 Company grants to Customer the Cloud Services, solely in accordance with the applicable terms as set forth in the Agreement during the applicable Subscription Periods.

3.3.2 The right to access and use the Cloud Services during the Subscription Period is only to the extent of authorisations acquired by the Customer and is limited to Customer's own internal business operations and purposes.

3.3.3 Customer may permit its Users (as defined herein) to have access and use the Cloud Services in accordance with this Agreement provided that each User agrees in writing to be bound by this Agreement, and Customer is responsible and fully liable for User's compliance with and breach of this Agreement.

3.3.4 Company shall host and provide the Cloud Services from such centre(s) and location(s) as Company may determine.

3.3.5 Customer must have an Account assigned by the Company to use the Cloud Services and is responsible for the information the Customer provides to create the Account, the security of its passwords for the Account, and for any use of its Account. Company has no obligation to provide multiple accounts to Customer.

3.4 Customer Configuration

3.4.1 Company's provision of the Cloud Services is based on the requested Customer configurations. The Customer acknowledges and agrees that the Customer is solely responsible for the Customer configurations and assuring that the selection conforms to the Customer's policies and procedures and complies with all applicable laws and regulations in jurisdictions in which the Customer accesses the Cloud Services. In this context, the Company at its sole discretion may provide reasonable assistance and guidance, upon a request by the Customer related to in the configuration of the Cloud Services to ensure compliance with policies and applicable laws.

3.5 **Resources and Software**

3.5.1 Company will provide the facilities, personnel, equipment, if any, and other resources necessary to provide the Cloud Services and generally available user guides and Documentation (as defined herein) to support Customer's access and use of the Cloud Services.

3.6 **Managing Parties**

3.6.1 If Customer enters into a contract for a third-party to manage the Cloud Services. Customer may authorize the Managing Party (as defined herein) to use the Cloud Services on Customer's behalf, provided that:

(a) the Managing Party only uses the Cloud Services for Customer's internal business operations and purposes;

(b) the Managing Party agrees in writing to be bound by this Agreement;

(c) Customer provides Company with written notice that a Managing Party will be using the Cloud Services on Customer's behalf; and

(d) Customer remains responsible for all use of the Cloud Services by the Managing Party.

4. RESTRICTIONS

4.1 The Customer shall use the Cloud Services in accordance with this Agreement. Customer shall not, and shall prevent Users from using the Cloud Services to:

(a) license, sublicense, access, sell, transfer, assign, distribute, or otherwise commercially exploit or make the Cloud Services available to any third-party except as permitted by this Agreement;

(b) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, or republish any part of the Cloud Services;

(c) alter or remove any marks or proprietary legends contained in the Cloud Services;

(d) evade or otherwise interfere with any authentication or security measures of the Cloud Services;

(e) interfere with or disrupt the integrity or performance of the Cloud Services;

(f) conduct fraudulent activities;

(g) attempt to gain unauthorized access to the Cloud Services, engage in any denial of service attacks, or otherwise cause immediate, material, or ongoing harm to Company, its provision of the Cloud Services, or to others;

(h) impersonate or misrepresent an affiliation with a person or entity;

(i) monitor the availability, security, performance, functionality, or for any other bench-marking or competitive purposes without Company's express written permission;

(j)   violate applicable law or regulation, infringe on the rights of any person or entity, or violate this Agreement.

4.2   Each of (a) to (j) is a material breach of this Agreement.

4.3   The Customer is prohibited from engaging in, and shall not facilitate or allow any third party to access or utilize the Cloud Services for the purpose of creating or endorsing, either directly or indirectly, products or services that rival the Company's Cloud Services.

5.   SERVICES AND SERVICE LEVELS

5.1   In using the Cloud Services, the Company shall provide support services and maintenance services (collectively described as "Services") to Customer, as outlined in Schedule 3 (Services), which forms part of this Agreement.

5.2   The Company shall offer the Cloud Services in strict adherence to the guidelines as set forth in the Service Level Agreement as described in Schedule 4 (Service Level Agreement), which forms an integral part of this Agreement.

6.   SUBSCRIPTION TERM

6.1   The Agreement shall come into force upon the subscription effective date until the subscription expiry date in accordance to Schedule 5 (Subscription Period and Fee) unless terminated earlier by a Party pursuant to Clause 7 (Termination) below.

7.   TERMINATION

7.1   **Termination for Convenience**

7.1.1   Either Party may terminate this Agreement for any reason on at least one (1) month's prior written notice to the other.

7.2   **Termination for Cause**

7.2.1   Either Party may terminate for cause the entire Agreement, without liability to the other at any time with immediate effect upon written notice if the other Party:

(a)   is in material breach of any of its obligations under the Agreement and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or

(b)   voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; passes a resolution for winding-up or a court of competent jurisdiction makes an order to that effect;

(c)   becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

7.2.2 Upon the termination or expiration of the Agreement, access to or utilization of the relevant Cloud Services will promptly cease. Additionally, in accordance with the provisions of Clause 9.3 (Data Deletion and Sanitization), all Confidential Information pertaining to the Cloud Services shall be either destroyed or, upon request of the Customer, promptly returned.

7.2.3 Except where an exclusive remedy is specified in the Agreement, the exercise by either Party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies (including Customer's obligation to pay the applicable fees) it may have under this Agreement, by law, or otherwise.

8. FEES AND PAYMENT

8.1 Customer agrees to pay all fees for the Cloud Services, in accordance with the terms of this Agreement.

8.2 The fees charged for Cloud Services and the Services transacted under this Agreement will be Company's fees as specified in Schedule 5 (Subscription Period and Fee).

8.3 All fees payable are due within fourteen (14) days from the invoice date upon presentation of the applicable invoice.

8.4 The Company's fees incorporate the Sales and Service Tax (SST). Should alterations occur in the laws governing taxes or tax-related payment regulations instituted by governmental or relevant authorities, potentially impacting the execution of Cloud Services stipulated in this Agreement, adjustments pertaining to tax and tax payment shall be made in accordance with the new regulations. These adjustments will be agreed upon by both Parties to align with the updated laws.

8.5 The provision of the Cloud Services and the Services to the Customer by the Company under this Agreement is subject to Customer's timely payment of all fees owed to the Company for access to and use of the Cloud Services, as provided for in the Agreement.

9. CUSTOMER DATA

9.1 Customer Data

9.1.1 Customer owns exclusively all right, title and interest in and to Customer Data (as defined herein) and shall have sole responsibility and liability for:

(a) the legality, appropriateness, and integrity of Customer Data;

(b) the completeness, reliability, accuracy and quality of Customer Data;

(c) obtaining all rights and maintaining all necessary licenses and consents, if any, related to Customer Data as required by the Company to perform the Cloud Services; and

(d) the entering of Customer Data into the Cloud Services.

9.1.2   Customer acknowledges that:

(a)   Company will not be held responsible in any way for infringement or violation of proprietary rights over such Customer Data or the violation of any applicable laws, arising or relating to such Customer Data and/or communications unless such infringement or violation is directly attributable to the Company's actions or negligence. In such case, the Company shall cooperate with the Customer to resolve any legal or compliance issues related to the Customer Data.

(b)   the Customer Data has been collected and is maintained in compliance with applicable Data Protection Laws (as defined herein).

9.1.3   Customer grants to Company a right:

(a)   to use, host, process, transmit, monitor, manage, replicate, access, store, and cache Customer Data in connection with performing our rights and obligations under the Agreement for a period of time consistent with Company's standard business processes for the provision of the Cloud Services pursuant to and in accordance with this Agreement;

(b)   where necessary, to transfer Customer Data, to any third parties used by the Company but only as required for the provision of the Cloud Services; and

(c)   Where applicable, to collect other data derived from Customer's use of the Cloud Services for development, benchmarking and for creating analyses.

9.1.4   The Customer grants to the Company a limited right to use, host, process, transmit, and store Customer Data solely for the purpose of performing its obligations under the Agreement. The Company shall not transfer Customer Data to third parties without the prior written notification of the Customer, except when required for the provision of the Cloud Services, and any such transfer shall be done with the utmost consideration for data security and confidentiality. The Company shall not collect data derived from Customer's use of the Cloud Services for any purpose other than improving the performance and security of the Cloud Services.

9.1.5   During the Subscription Period, Customer will be entitled to access Customer Data at any time.

9.2   **Customer Data Protection**

9.2.1   Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. These safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Data.

9.2.2   The Customer shall ensure compliance with the Data Protection Laws and security best practices as contemplated by this Agreement, with particular regard to:

(a)   its collection, processing and use;

(b)   its safeguarding and protection;

(c) any transfer to third parties; and

(d) its retention.

9.3 **Data Deletion and Sanitization**

9.3.1 Data Return and Retention Period

(a) Upon expiration or termination notice of this Agreement:

 i. Company shall promptly return all Customer Data to the Customer.
 ii. Customer Data will be retained for a period of fourteen (14) Business Days before deletion and initiation of the Data Sanitization process (as defined herein).

9.3.2 Deletion Process

(a) At the end of the retention period specified in Clause 9.3.1 (a)(ii) above, the Company shall execute the process of Data Sanitization (defined as the process of deliberately, permanently and irreversibly removing or destroying the data stored that it cannot be recovered or reconstructed), unless the applicable law mandates retention for a specific period.

(b) Subsequent to the Data Sanitization process, all of the Customer Data and associated Documentation will be permanently removed. It is expressly clarified that, upon the expiration or termination notice, the Customer shall have no entitlement to access the Cloud Services.

9.3.3 Liability

(a) The Company shall bear no liability for any loss or damage resulting from the deletion of Customer Data in accordance with Clause 9.3.2 of this Agreement.

(b) The Customer agrees to indemnify and hold the Company harmless against any claims or liabilities arising from Customer Data deletion upon expiration or termination of this Agreement except to the extent that such claims or liabilities result from the Company's gross negligence or willful misconduct.

10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 All rights, title and interest in and to the Cloud Services (including without limitation all Intellectual Property Rights (as defined herein) therein and all modifications, extensions, customizations, scripts or other derivative works of the Cloud Services provided or developed by Company) and anything developed or delivered by or on behalf of Company under this Agreement are owned exclusively by Company or its licensors.

10.2 Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Cloud Services, express or implied, or ownership in the Cloud Services or any Intellectual Property Rights thereto.

11. OBLIGATIONS OF THE PARTIES

11.1 **Customer Obligations (Customer Access)**

11.1.1 Customer is responsible for all activity occurring under Customer's Cloud Services under the Company's designated Account. Customer will provide Company with all information and assistance required to supply the Cloud Services or enable Customer's use of the Cloud Services.

11.1.2 Customer will immediately notify Company of any unauthorized Account use or other suspected security breach, or unauthorized use, copying or distribution of Cloud Services, Documentation or Customer Data.

11.2 **Company Obligations (Representations)**

11.2.1 The Company represents and warrants to the Customer that:

(a) it is a corporation validly existing under the laws of the Malaysia;

(b) it has the corporate power to enter into and perform its obligation under this Agreement and to carry out the transaction and to carry on its business as contemplated by this Agreement;

(c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement;

(d) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its obligations under this Agreement;

(e) this Agreement constitutes a legal, valid and binding obligation of the Company and is enforceable in accordance with its terms and conditions;

(f) it has necessary financial and ability to perform its obligations under this Agreement; and

(g) Customer has entered into this Agreement in reliance on its representations and warranties as aforesaid.

12. LIMITED WARRANTIES

12.1 Each Party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

12.2 Subject to limitations in this Clause 12, Company warrants that:

(a) the Cloud Services shall:

       i.   operate substantially in accordance with the terms of this Agreement and as specified in the applicable Documentation, when used in accordance with the terms of the Agreement; and

      ii.   conform to the applicable service levels as set forth in Schedule 4 (Service Level Agreement).

(b)   the Services will be rendered using commercially reasonable care and skill, and in accordance with recognised standards of industry practice.

12.3   Company does not warrant any specifications other than those set out in the Documentation.

12.4   Customer acknowledges and is aware that, in accordance with the current state of technology, the Cloud Services cannot be fully error-free, or operate entirely without interruption.

12.5   Further, Company does not warrant:

(a)   against problems caused by Customer's use of the Cloud Services with any third-party software, misuse, improper testing, unauthorized attempts to repair, modifications or customizations to the Cloud Services by Customer or failure to comply with instructions provided by Company or any other cause beyond the range of the intended use of the Cloud Services;

(b)   against any Malware, data breaches and data losses which could not have been avoided by adequate, state-of-the art security in accordance with Company's then-current security infrastructure;

(c)   that the Cloud Services will achieve Customer's intended results.

12.6   If the Cloud Services provided to Customer are not performed as warranted, Customer must promptly provide Company with a written notice that describes the deficiency in the Cloud Services and the Parties shall engage in good faith efforts to promptly resolve the issue.

13. REMEDIES

13.1   During the Subscription Period, if the Cloud Services does not conform with the warranties provided in Clause 12 (Limited Warranties) above, the Company will at its discretion and expense correct any such non-conformance or provide the Customer with an alternative means of accomplishing the desired performance. This constitutes the Customer's sole remedy for breaches of warranty on the part of the Company under this Agreement. Customer shall not be entitled, and the Company shall not be under any obligation, to give a refund of the prepaid fees.

14. DISCLAIMER

14.1   To the maximum permitted by applicable law, the warranties and remedies provided in Clause 12 (Limited Warranties) and Clause 13 (Remedies) are exclusive and in lieu of all other warranties, express, implied or statutory, including warranties of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to

the maximum extent permitted by applicable law, expressly disclaimed by Company, its Affiliates, sub-contractors and suppliers.

14.2 Company does not warrant that the Cloud Services will be performed error-free or uninterrupted, that Company will correct all service errors, or that the related services will meet Customer's requirements or expectations. However, Company shall work diligently to address and rectify any service errors or interruptions that are solely attributable to the Company's actions or negligence, with reasonable efforts to minimize the impact on the business of the Customer in relation to the Cloud Services. Company is not responsible for any issues related to the performance, operation or security of the services that arise from Customer Data or third party applications or services provided by third parties.

15. LIMITATIONS OF LIABILITY

15.1 In no event will either Party or its Affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this agreement), sales, data, data use, goodwill, or reputation.

16. INDEMNIFICATION

16.1 Each Party shall at its own expense indemnify and keep the other including its directors, officers, employees, agents, successors and assigns indemnified from and against any actual or third-party claims, actions, suits, liabilities, losses, damages, costs, and expenses arising out of or in connection with the Agreement that includes:

(a)   any violation of any Intellectual Property Rights;

(b)   any violation of proprietary right of any person or entity;

(c)   any violation of any state, and/or federal laws or regulations; and

(d)   any defamatory matter.

17. CONFIDENTIALITY

17.1 By virtue of this Agreement, the Parties may disclose to each other information that is confidential. Confidential Information shall be limited to the terms under this Agreement and the Customer Data residing in the Cloud Services, and all information clearly identified as confidential at the time of disclosure.

17.2 A Party's Confidential Information shall not include information that:

(a)   is or becomes a part of the public domain through no act or omission of the other Party;

(b)   was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;

(c)   is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or

(d) is independently developed by the other Party.

17.3 Each Party agrees not to disclose the other Party's Confidential Information to any third-party. Each Party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Company will protect the confidentiality of Customer Data residing in the Cloud Services for as long as such information resides in the Cloud Services.

17.4 The Company shall, within thirty (30) days after such expiration or termination of this Agreement, return all Confidential Information of the Customer in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

18. PERFORMANCE BOND

18.1 Company shall upon executing the Letter of Acceptance dated 18th September 2023 ("**LOA**") from the Customer, provide a Performance Bond (as defined herein) issued by an approved licensed bank or financial institution incorporated in Malaysia for a sum equivalent to two and half per centum (2.5%) of the total Agreement Price being equivalent to **Ringgit Malaysia Five Thousand Nine Hundred Seventy Five and Seventy Five Cent (RM 5,975.75)** only (hereinafter referred to as the "**Performance Bond**"). The Company agrees to adhere to all provisions which are set out in the LOA and shall deposit the Performance Bond with the Customer to secure the due performance of the obligation under this Agreement by Company.

18.2 Notwithstanding anything contained in this Agreement, the Customer shall be entitled at any time to call upon the Performance Bond, wholly or partially, in the event Company fails to perform or fulfils its obligations under this Agreement and such failure is not remedied in accordance with this Agreement.

18.3 If payment is made to the Customer pursuant to any claim under the Performance Bond, Company shall issue to the Customer further security in the form of additional performance bond for an amount not less than the amount to be paid to the Customer on or prior to the date of such payment so that the total price of the Performance Bond shall always be maintained at the value specified in Clause 18.1.

18.4 The Performance Bond shall remain valid at all times throughout the term of the Agreement and up to twelve (12) months after the expiry or termination of the Agreement or any subsequent extended term of the Agreement, whichever is later.

18.5 If any delay in fulfilment of this Agreement is attributable to Company, the Performance Bond shall be extended for such additional period as deemed necessary by the Customer until Company has remedied the cause of such delay to the satisfaction of the Customer.

19.   SETTLEMENT OF DISPUTES

19.1 Dispute Resolution

19.1.1 Parties shall take all measures to settle any dispute that arise out of, or in any connection with, this Agreement by way of negotiation. In the event of the dispute that arise out of, or in any connection with, this Agreement fail to be resolve by way of negotiation, Parties may refer for such dispute to the Dispute Resolution Committee which shall comprise of the following:

(a) the director of Customer or his representative as Chairman;

(b) two (2) representatives from Customer; and

(c) two (2) representatives from the Company.

19.1.2 The Dispute Resolution Committee can decide and conduct its own procedures.

19.1.3 In the event such disputes fail to be settled pursuant to the above Clause the dispute will be settled according to Clause 22 [General Provisions - part (D)].

20.   COST OF THE AGREEMENT AND STAMP DUTY

20.1   Any cost and expenses incurred and incidental to the preparation of this Agreement shall be borne by each Party and the cost of stamp duty shall be borne by Company.

21.   COUNTERPARTS

21.1   This Agreement may be executed in any number of counterparts and each such counterpart shall constitute an original of this Agreement. This Agreement shall not be effective until each Party has executed at least one counterpart.

22.   GENERAL PROVISIONS

(A)   Sub-contracting

Company may subcontract all or part of the Cloud Services to a qualified third-party. Company may also at any time involve any of the Company's Affiliates and successors in business as subcontractors under this Agreement. In the event of subcontracting, Company shall provide prior written notice to the Customer, including the identity of the subcontractor and the scope of the subcontracted services. In such event, Company will be liable for any sub-contractors used in the performance of the Company's obligations under the Agreement. The Customer reserves the right to object to the use of a specific subcontractor on reasonable grounds, subject to a good faith discussion and resolution between the Parties.

(B)   Assignment

Except as permitted herein, neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either Party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, the Company may at any time upon notice to Customer assign or

otherwise transfer Company's rights and obligations under the Agreement to any of the Company's Affiliates or successors in business.

(C)   Independent Contractors

The relationship between Customer and Company is that of independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between Customer and Company.

(D)   Governing Law and Jurisdiction

This Agreement is governed by the substantive and procedural laws of Malaysia and each Party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Malaysia in any dispute arising out of or relating to this Agreement.

(E)   Amendments

Any amendments, modifications or additions to this Agreement must be made in writing and executed on behalf of the Parties hereto by their duly authorized representatives.

(F)   Entire Agreement

The terms under this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter.

(G)   Severability

Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the Parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.

(H)   No Waiver

No waiver by either Party of any breach or default or exercise of a right of a Party under the Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.

(I)   Notices

Except as otherwise specified in the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon the date of delivery, if sent by email, registered post and personal delivery to the following addresses:

To Customer:

Address: **MALAYSIA PRODUCTIVITY CORPORATION**
          Lorong Produktiviti, Jalan Sultan,
          46200 Petaling Jaya,
          Selangor, Malaysia.

Phone: 03 7955 7266
Email address.: hisyam@mpc.gov.my

To the Company:

Address: **CENTURY SOFTWARE (MALAYSIA) SDN BHD**

   A-G, Block A, Level G, Sunway PJ 51A,
   Jalan SS 9A/19, Seri Setia,
   47300 Petaling Jaya,
   Selangor.
Phone: 03 7962 7888
Email address.: csmsupport@censof.com

(J)   Force Majeure

Neither Party will be in default if its performance is delayed or becomes impossible or impractical by reason of any cause beyond such Party's reasonable control (other than the obligation to make payments of money). The Party affected by such circumstances shall promptly notify the other Party in writing and provide details of the event and the expected impact on performance. The affected Party shall make reasonable efforts to mitigate the effects of the event and resume performance as soon as it becomes feasible.

(K)   Publicity

Neither Party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in the press releases, public announcements and marketing materials) without the prior written consent of the other Party.

(L)   Surviving Provisions

The terms of the Agreement which by their nature are intended to survive termination or expiration of the Agreement shall so survive.

(M)   Time

Time wherever mentioned herein shall be of the essence in this Agreement.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement or caused it to be executed in their names and on their behalf by their duly authorised representatives on the date set forth.

For and behalf of   )
MALAYSIA PRODUCTIVITY   )
CORPORATION   )

....
Zahid Ismail
NRIC No: 660320 - 07 - 5225
Designation: Director General.

in the presence of: -

....
Mohd Hisyam Hatimtai
NRIC No: 780321-10-5277
Designation:

MOHD HISYAM BIN HATIMT··!
PENGURUS KANAN
····AN PRODUKTIVIT···.

For and behalf of   )
CENTURY SOFTWARE (MALAYSIA) SDN)
BHD   )
[Company No. 199701030091 (445590-U)])

....
Name: Zainul Ariffin Harun
NRIC No.
Designation: **710127-10-5827**
       Director
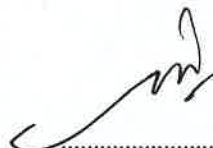
in the presence of: -

....
Name: HAFIZ IZFARUDIN BIN ALIAS
NRIC No:
Designation: 790827 - 06 - 5021

HEAD OF SALES, GOVERNMENT AGENCIES

17

SCHEDULE 1

DEFINITIONS AND INTERPRETATION
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PART A: DEFINITIONS

Terms and expressions used in this Agreement shall have the meanings set out below:

TERM	MEANING
(a) "Account"	means Customer's Cloud Services account;
(b) "Affiliate(s)"	mean any entity that directly or indirectly has Control, is Controlled by, or is under common Control with a party;
(c) "Agreement"	means the complete and entire understanding between the Parties;
(d) "Business Hours"	refer to the period between 08:30 AM to 05:30 PM on any given Business Days (as defined herein), totalling eight (8) hours in duration;
(e) "Business Days"	means Mondays through Fridays or Sundays through Thursdays, inclusive, as the case maybe, but does not include national or state or public holiday in the state or locality where the relevant action to be taken;
(f) "Cloud Services"	means the computing resources that includes subscription-based license, infrastructure, storage, computing resources including the platform and other "as-a-service" solution;
(g) "Confidential Information"	means any information disclosed to a Party by the other Party concerning the business and/or affairs of the other Party, including but not limited to information relating to a Party's operations, technical or commercial know-how, pecifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents, data and information which, when provided by one Party to the other: a) are clearly identified as "Confidential" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 (ten) days; or c) a reasonable person would understand to be confidential at the time of disclosure, including Customer Data;
(h) "Control"	means control of greater than fifty percent (50%) of the voting rights or equity interests of a party;
(i) "Customer Data"	means all data, information, records, files, input materials, reports, forms, and/or other such items that are received, stored, submitted

		in the Cloud Services and/or transmitted using the Cloud Services or other resources of the Company;
(j)	"Data Protection Laws"	mean Personal Data Protection Act 2010 and other applicable data privacy, protection and related security laws;
(k)	"Documentation"	means the technical operating instructions, program, specifications, and any other documentation as are made available by the Company, which may be updated, modified, supplemented, or otherwise amended from time to time;
(l)	"Email"	means support request sent via email to _csmsupport@censof.com_
(m)	"Force Majeure"	means any act of God, war (whether declared or not), invasion, revolution insurrection or any other unforeseeable act or event of a similar nature or force which is beyond the Parties' control and which prevents either of the Parties from fulfilling any or all of their obligations under the Contract;
(n)	"Intellectual Property Rights"	means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, source codes, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, rights in designs);
(o)	"Malware"	refers to anything or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices;
(p)	"Managing Party"	means the authorized organization appointed by the Customer other than the Company to use the Cloud Services on the Customer's behalf;
(q)	"Request for Service (RFS) Website"	means support request sent via online helpdesk system at http://www.censof.com/rfs ;
(r)	"Response Time"	is calculated from the initial support request receipt by service desk agents during Business Hours. Request sent in close to the end of the business day will be responded within the first hour of the next business day;
(s)	"Resolution Time"	means the duration of time in which shall provide solution in relation to an incident and its severity level as stipulated in Schedule 4 (Service Level Agreement) of this agreement. The Resolution Time shall subject to the Updates as per Schedule 3

(Services);

(t)	"Site"	means the Customer's address as first-mentioned in this Agreement;

(u) "Subscription Period" means the applicable term the Cloud Services is to be provided by the Company, as specified under this Agreement;

(v) "Updates" means a hotfix, patch or minor version updates to the Cloud Services; and

(w) "User(s)" means those individuals or entities associated with the Customer including Customer's affiliates, employees, contractors, and agents authorised by Customer to access and use the Cloud Services on Customer's behalf in accordance with the Agreement.

PART B: INTERPRETATION

1. In this Agreement, unless otherwise specified:

(a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Appendices are to clauses, subclauses, paragraphs, schedules and annexures to this Agreement;

(b) use of any gender includes the other genders;

(c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);

(e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(f) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;

(g) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement; and

(h) the recitals, schedules and appendices hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement and in the event of any inconsistency between the terms of recitals, any schedules, appendices, and the terms of this Agreement, the terms of this Agreement shall prevail.

2. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

(a) as between two clauses of this Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;

(b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

(c) as between any value written in numerals and that in words, the value in words shall prevail.

SCHEDULE 2

CLOUD SERVICES DETAILS

_____

1. Introduction

2.1 "Government Resource Planning" ("GRP") refers to the Standard Accounting for Government Agencies (SAGA) Financial System. Hosted on the cloud, this system can be accessed via a standard web browser, and its usage entails an annual subscription fee. Notably, the system necessitates no additional hardware for operation.

2. Features

2.2 The features provided by the Cloud Services include:

GRP Annual Subscription
I.   GRP Annual Subscription
Cloud Hosting
System-Wide Features:
1.   Unlimited User License
2.   Specialized dashboard
3.   Universal Search
4.   Generic Inquiry
5.   Report Designer & Report Writer Email Management
6.   Backup & Snapshot Features
II.   Services:
1.   Functional Maintenance Visit – 2 times per year
2.   Technical Maintenance Report – 2 times per year
III.   Cloud Disaster Recovery
Disaster Recovery Simulation - 2 times per year
IV.   Century Financials v8.2 Historical Backup (Static)
Subscription for 2 Users
V.   e-Claims Annual Subscription
Cloud Hosting
VI.   Asset Portal Annual Subscription
Cloud Hosting

GRP Annual Subscription
VII. **Signing Cloud Annual Subscription**
VIII. **Professional Annual Subscription (Third Party)**
SSL Server Certificate - GLOBALSIGN

2.3   Back-up of the Customer Data Retention

No.	Back-up Frequency	Retention Period
1.	Daily	3 Months
2.	Weekly	3 Months
3.	Monthly	12 Months
4.	Yearly	7 Years

SCHEDULE 3

SERVICES

_____

PART A: SUPPORT SERVICES

1.   The Company shall provide support services connected to the utilisation of the Cloud Services encompassing error identification and resolution.

2.   Throughout the Subscription Period, the Company shall supply the support services to the Customer, subject to the provisions described Clause 5 below.

3.   The Company is obligated to deliver the support services with a reasonable level of skill and care.

4.   The Company is bound to provide support services in accordance with the stipulations delineated in Schedule 4 (Service Level Agreement).

5.   The Company retains the right to suspend the provisioning of support services during intervals when the Customer is not subscribed or in cases where there are no active Users of the Cloud Services.

PART B: MAINTENANCE SERVICES

1.   Introduction

1.1   Throughout the Subscription Period, maintenance services shall be extended to the Customer by the Company.

1.2   The Company is obligated to provide maintenance services with reasonable degree of skill and care.

2.   Scheduled Maintenance Services

The Company shall, whenever possible, give to the Customer appropriate prior written notice regarding scheduled maintenance services that may affect the accessibility of the Cloud Services or have a substantial adverse effect on their performance. This notification is in addition to the Company's other notice obligations as detailed in this Schedule 3 (Services).

3.   Updates

3.1   Prior to implementing any critical Update to the Cloud Services, the Company shall provide written notice to the Customer. Similarly, for non-critical Updates, the Company shall extend reasonable prior written notice to the Customer.

3.2   Application of Updates to the Cloud Services shall adhere to the following procedure:

(a)   Critical Updates, corresponding to reported critical issues, shall be promptly applied to the Cloud Services upon completion of relevant Update testing as specified in Schedule 4 (Service Level Agreement); and

(b)   All other Updates shall be applied to the Cloud Services according to a schedule communicated by the Company to the Customer, or as mutually agreed upon by the Parties from time to time.

4.   Release

4.1   The Company shall give to the Customer reasonable prior written notice of the application of a Release (defined as a major version upgrade of Cloud Services) to the Cloud Services.

4.2   The Company shall apply each Release to the Cloud Services within any period notified by the Company to the Customer or agreed by the Parties in writing.

5.   Functional Maintenance Visit

5.1   Company will conduct functional maintenance visit as set forth in Schedule 2 (Cloud Services Details) (Clause 2.1) above. Such visits shall be made during Subscription Period by prior appointment with the Customer. During functional maintenance visit, Company will report and discuss issues, share knowledge on the Cloud Services and shall be conducted at Customer's Site.

6.   Technical Maintenance Report

6.1   Company shall provide technical maintenance report as set forth in Schedule 2 (Cloud Services Details) (Clause 2.1) above.

(a)   Technical maintenance report which includes:
  i.   configuration investigation; and
  ii. summary of the entire configuration investigation and the results of each configuration subsection.

(b)   Database configuration investigation
  i.   to monitor database structural and configuration issues that could bring about ineffective database management.
  ii.   perform visual checks, diagnostic and fine tuning.
  iii. Disk space utilization checks.
  iv.   Disk fragmentation checks.
  v.   File system fine tuning (if needed).
  vi.   provide Diagnostics Report.
  vii. System log run-through (boot-up logs, shutdown logs).
  viii. error logs run-through.
  ix.   System auditing logs run-through.
  x.   Online diagnostics check.

SCHEDULE 4

SERVICE LEVEL AGREEMENT

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PART A: SUPPORT SERVICES

1.   Introduction

1.1   This Support Service Level Agreement ("Support SLA") applies to the use of the Cloud Services under this Agreement.

2.   Support Commitment

2.1   The Company will use reasonable efforts in responding and resolving to Request for Service ("RFS") Website or Email sent by the Customer during Business Hours within the stipulated response and resolution time. In the event the Company does not meet the support commitment, the Customer may impose a penalty to Company.

2.2   All service requests shall be via Request for Service ("RFS") Website. If there is problem in connection with the RFS System, the "Request For Services" document shall be emailed to Company.

2.3   Support commitments are in accordance with the table below.

2.3.1   Response Time

Description	Response Time
Responding to Email or Request for Service (RFS) Website sent by the Customer during Business Hours	One (1) Hour

2.3.2   Resolution Time

Priority / Criticality	Types Of Error	Description	Resolution Time (Day)
Stopped Production	1. Data cause by Cloud Services 2. Report 3. Printing 4. Function 5. Customised Function/Report	**1) Data problem caused by Cloud Services** a) Data related to invoice and payment. b) Data related to EFT / Cheque. **2) Report** a) Report related to Payroll process starting from process 1 until process 6.	3

Priority / Criticality	Types Of Error	Description	Resolution Time (Day)
		b) Financial Year report which required to submit within 1 or 2 days. **3) Printing** a) Cheque Printing **4) Function** a) Payroll process step 1 until step 6 b) Payment c) EFT File Generation/ Cheque print. d) Customized Function/Report: e) Customized report related to Payroll process starting from process 1 until process 6. f) Financial Year report which required to submit within 1 (or 2) day(s). g) System inaccessible to all users.	
Impeding Production	1. Data caused by Cloud Services 2. Report 3. Printing 4. Function 5. Customised Function/Report	1. Data caused by Cloud Services - Not Applicable 2. Report - Not Applicable 3. Printing - Other than item listed in Stop Production 4. Function - Other than item listed in Stop Production 5. Customised Function/Report - Not Applicable	7

Priority / Criticality	Types Of Error	Description	Resolution Time (Day)
Failure / Functional Minor	1. Function	All reports - other than report stated in Stop Production. Program which is not working according to the standard requirements.	10

3. Penalty

3.1 The Company acknowledges that any failure to meet the specifications of either the Support Services (Part A) or the commitment obligations outlined in the Cloud Services Availability (Part B) of the Service Level Agreement below, shall result in the imposition of penalties.

3.2 The Company shall pay RM100.00 per day for each day delay up to a maximum of RM500.00 per incident where CSM fails to respond within the response time or resolution time a specified in Clause 2 (Support Commitment) above.

3.3 The total cumulative penalty imposed for non-compliance with both Support Services and the Availability Commitments (as described in Clause 2 of Part B Cloud Services Availability below) shall not exceed ten percent (10%) of the Subscription Fee as specified in Schedule 5 (Subscription Period and Fee) of this Agreement.

3.4 The cumulative penalty mentioned herein shall be the sole and exclusive remedy available to the Customer in the event of non-compliance by the Company.

3.5 The penalty will only be applicable if the Customer has made payment of the Subscription Fee as set forth in Schedule 5 (Subscription Period and Fee) of this Agreement. In the event that the Customer has fulfilled the payment obligations in accordance with the specified terms, the penalties outlined in the penalty clause shall be enforceable as stated. This condition is an essential element governing the activation of penalties for non-compliance and is subject to the terms and conditions outlined in the Agreement.

3.6 No penalties will be imposed on the Company if the issue leading to non-compliance with the obligations under the Service Level Agreement arises from actions or circumstances within the control of the Customer.

4. Exclusions (Service Level Agreement)

4.1 The service commitment does not apply to any unavailability, suspension or termination of the support services under this Schedule 4 (Service Level Agreement):

(a) caused by factors outside the Company's reasonable control, including any Force Majeure Event or Internet access or related problems beyond the demarcation point of the Cloud Services;

(b) that result from any actions or inactions of the Customer or any third-party, including failure to acknowledge a recovery volume;

(c)   that result from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology (other than third-party equipment within the Company's direct control);

(d)   that result from any maintenance as provided for pursuant to the terms and conditions; or

(e)   arising from the Company's suspension or termination of the Customer's right to use the Cloud Services in accordance with the terms and conditions.

4.2   The following type of services are not subjected to imposition of penalty under Clause 3 (Penalty) of Schedule 4 (Service Level Agreement):

(a)   Awaiting User Feedback

(b)   Modification

(c)   Information

(d)   Quotation

(e)   Enhancement

PART B: AVAILABILITY SERVICES

1.   Introduction

1.1   This Availability Service Level Agreement ("Availability SLA") applies to the use of the Cloud Services under this Agreement.

2.   Availability Commitment

2.1   The Company will use commercially reasonable efforts to make the Cloud Services available with an Uptime Percentage (defined below) of at least 99.70%, in each case during any billing cycle ("Availability Commitment").

2.2   "Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during Business Hours of the month in which the Cloud Services, as applicable, was in the state of Unavailable (means the Customer's Account has no external connectivity). Uptime Percentage measurements excluding downtime resulting directly or indirectly from any Service Level Agreement Exclusions as defined in Schedule 4 [Part A- Exclusions (Service Level Agreement)] above.

2.3   In the event the Company does not comply with the Availability Commitment, as outlined in Clause 2 above, penalties will be applied as specified in Clause 3 (Penalty) below. The calculation for determining the time-related penalties for failing to meet the Availability Commitment will rely on a minimum of eight (8) Business Hours (as defined herein), for each Business Days (as defined herein), with subsequent penalties on the other Business Days within the same month shall also being based on a minimum of eight (8) Business Hours each.

3. Penalty

3.1 The Company acknowledges that any failure to meet the specifications of either the commitment obligations outlined in the Cloud Services Availability (Part B) of the Service Level Agreement or the Support Services (Part A) as stated above, shall result in the imposition of penalties.

3.2 The Company shall pay RM100.00 per day for each day delay up to a maximum of RM500.00 per incident where Company fails to meet the Availability Commitments as specified in Clause 2.1 of Schedule 4 Service Level Agreement (Part B) above.

3.3 The total cumulative penalty imposed for non-compliance with both the Availability Commitments (as described in Clause 2 of Part B Cloud Services Availability above) and Support Services (as described in Part A above) shall not exceed ten percent (10%) of the Subscription Fee as specified in Schedule 5 (Subscription Period and Fee) of this Agreement.

3.4 The cumulative penalty mentioned herein shall be the sole and exclusive remedy available to the Customer in the event of non-compliance by the Company.

3.5 The penalty will only be applicable if the Customer has made payment of the Subscription Fee as set forth in Schedule 5 (Subscription Period and Fee) of this Agreement. In the event that the Customer has fulfilled the payment obligations in accordance with the specified terms, the penalties outlined in the penalty clause shall be enforceable as stated. This condition is an essential element governing the activation of penalties for non-compliance and is subject to the terms and conditions outlined in the Agreement.

3.6 No penalties will be imposed on the Company if the issue leading to non-compliance with the obligations under the Service Level Agreement arises from actions or circumstances within the control of the Customer.

4. Exclusions (Availability SLA)

4.1 The Availability Commitment does not apply to any unavailability, suspension or termination of the Cloud Services as specified in Clause 5 Part A (Service Level Agreement Exclusions) above.

SCHEDULE 5

SUBSCRIPTION PERIOD AND FEE

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1. Subscription Period :

Subscription Effective Date	01 October 2023
Subscription Expiry Date	30 September 2024

2. Subscription Fee:

Description	Annual Subscription		
	Qty	Unit Price (RM)	Total Price (RM)
Government Resource Planning 9.0			
Financials Modules			
Advances & Claims			*Price Not Applicable*
Budget Control			
Cash Book			
Fixed Asset			
General Ledger			
Investment			
Loan Management			
Payables			
Payroll			
Projects			
Purchasing			
Receivables			
		Total	-
Professional Annual Subscription			
Century GRP 9.0 Annual Maintenance Subscription	1	135,000.00	135,000.00
Professional Annual Subscription - Asset Portal	1	30,000.00	30,000.00
Professional Annual Subscription - e-Claim	1	42,000.00	42,000.00
Professional Annual Subscription - Digital Signing Subscription	1	15,710.00	15,710.00
		Total	222,710.00
Professional Annual Subscription (Third Party)			
SSL Server Certificate - GLOBALSIGN	2	1,750.00	3,500.00
		Total	**3,500.00**
Total Annual Subscription for Year 2023			**226,210.00**
Discount			**(710.00)**
Total Annual Subscription After Discount for Year 2023			**225,500.00**
SST 6%			**13,530.00**
Grand Total Annual Subscription for Year 2023			**239,030.00**

3. Subscription Fee Payment Schedule:

PAYMENT MILESTONE	AMOUNT OF FEES PAYABLE (RM)	DUE DATE
01 October 2023 – 30 September 2024	RM239,030.00	Upon Contract Signing

SCHEDULE 6

PERFORMANCE BOND

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HSBC

HSBC BANK MALAYSIA BERHAD
LEVEL 2, MENARA IQ, LINGKARAN TRX
55188 TUN RAZAK EXCHANGE

DATE OF ISSUE:
27SEP2023

BANK GUARANTEE NO.:

PEBKLH546721

UNDERTAKING TERMS AND CONDITIONS:

GTRF/SYA

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PERBADANAN PRODUKTIVITI MALAYSIA
LORONG PRODUKTIVITI, JALAN SULTAN
46200 PETALING JAYA, SELANGOR
MALAYSIA

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DEAR SIRS,

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IN CONSIDERATION OF PERBADANAN PRODUKTIVITI MALAYSIA OF LORONG
PRODUKTIVITI, JALAN SULTAN, 46200 PETALING JAYA, SELANGOR,
MALAYSIA (HEREINAFTER CALLED THE "PRINCIPAL") ALLOWING CENTURY
SOFTWARE (MALAYSIA) SDN BHD OF A-G, BLOCK A, LEVEL G, SUNWAY
PJ51A, JALAN SS9A/19, SERI SETIA, 47300 PETALING JAYA, SELANGOR
(HEREINAFTER CALLED THE "APPLICANT") FOR "PERLANTIKAN PEMBEKAL
BAGI MEMPERBAHARUI LANGGANAN TAHUNAN DAN PENYELENGGARAAN SISTEM
GRP 9.0 DENGAN PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS", WE,
HSBC BANK MALAYSIA BERHAD OF GLOBAL TRADE AND RECEIVABLES
FINANCE, MENARA IQ, LEVEL 30, LINGKARAN TRX, 55188 TUN RAZAK
EXCHANGE, KUALA LUMPUR, MALAYSIA (HEREINAFTER CALLED THE
"GUARANTOR"), AT THE REQUEST OF THE APPLICANT IRREVOCABLY
UNDERTAKE TO GUARANTEE THE PRINCIPAL AS FOLLOWS:

.

1. ON THE PRINCIPAL'S FIRST WRITTEN DEMAND, THE GUARANTOR SHALL,
   WITHIN SEVEN (7) WORKING DAYS OF THE DEMAND, PAY TO THE
   PRINCIPAL THE AMOUNT SPECIFIED IN THE DEMAND WITHOUT PROOF,
   CONDITIONS OR CERTIFICATION NOTWITHSTANDING ANY CONTESTATION
   OR PROTEST BY THE APPLICANT OR BY ANY OTHER THIRD PARTY AND
   WITHOUT PROOF OR CONDITIONS PROVIDED ALWAYS THAT THE TOTAL
   LIABILITY OF THE GUARANTOR SHALL NOT EXCEED THE AGGREGATE SUM
   OF RINGGIT MALAYSIA FIVE THOUSAND NINE HUNDRED SEVENTY FIVE
   AND SEN SEVENTY FIVE ONLY (RM5,975-75).

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2. SUBJECT ALWAYS TO THE PROVISIONS OF CLAUSES 3, 4 AND 5
   HEREINBELOW, THE GUARANTOR SHALL NOT BE DISCHARGED OR RELEASED
   FROM THIS GUARANTEE BY ANY ARRANGEMENT BETWEEN THE APPLICANT
   AND THE PRINCIPAL WITH OR WITHOUT THE CONSENT OF THE GUARANTOR
   OR BY ANY ALTERATION IN THE OBLIGATIONS UNDERTAKEN BY THE
   APPLICANT OR BY ANY FORBEARANCE, WHETHER AS TO PAYMENT, TIME,

GEN 508H2

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DATE OF ISSUE: | BENEFICIARY:
27SEP2023 | PERBADANAN PRODUKTIVITI MALAYSIA

PERFORMANCE OR OTHERWISE, BUT THE GUARANTOR SHALL FORTHWITH BE
INFORMED OF SUCH ARRANGEMENT OR ALTERATION.

3. THIS GUARANTEE SHALL BE IRREVOCABLE AND REMAIN IN FORCE FROM
   01 OCTOBER 2023 UNTIL 30 SEPTEMBER 2025 (BOTH DATES INCLUSIVE)
   (THE "VALIDITY PERIOD"). IT IS CLEARLY UNDERSTOOD AND AGREED
   THAT THE GUARANTOR'S OBLIGATIONS AND LIABILITIES UNDER THIS
   GUARANTEE SHALL CEASE AND THIS GUARANTEE WILL NOT BE VALID AND
   SHALL CEASE TO HAVE EFFECT AFTER THE EXPIRY OF THE VALIDITY
   PERIOD WHETHER OR NOT THIS GUARANTEE IS RETURNED TO THE
   GUARANTOR FOR CANCELLATION AND THE GUARANTOR IS ONLY OBLIGED
   TO PAY UNDER THIS GUARANTEE IN RESPECT OF DEMANDS, IF ANY,
   MADE BY THE PRINCIPAL IN WRITING AND RECEIVED BY THE GUARANTOR
   BY CLOSE OF BUSINESS ON THE LAST DAY OF THE VALIDITY PERIOD
   (IF THE LAST DAY OF THE VALIDITY PERIOD FALLS ON A DAY ON
   WHICH COMMERCIAL BANKS IN KUALA LUMPUR ARE GENERALLY NOT OPEN
   FOR BUSINESS, THEN THE DEMAND MUST BE MADE AND RECEIVED BY THE
   GUARANTOR BY CLOSE OF BUSINESS ON THE LAST AVAILABLE DAY
   WITHIN THE VALIDITY PERIOD ON WHICH COMMERCIAL BANKS IN KUALA
   LUMPUR ARE GENERALLY OPEN FOR BUSINESS). FOR THE AVOIDANCE OF
   DOUBT, THE LIMITATION PERIOD PRESCRIBED BY LAW FOR COMMENCING
   ANY ACTION UNDER THIS GUARANTEE SHALL BEGIN TO RUN FROM THE
   DATE OF A VALID DEMAND ON THE GUARANTOR IN ACCORDANCE WITH THE
   PROVISIONS UNDER THIS GUARANTEE AND IF MORE THAN ONE DEMAND IS
   MADE, THEN FROM THE DATE AND TO THE EXTENT OF EACH DEMAND
   RESPECTIVELY.

   THE RETENTION OF THIS GUARANTEE AFTER THE EXPIRY OF THE
   VALIDITY PERIOD DOES NOT CONFER ANY RIGHTS UPON THE PRINCIPAL.

4. IN THE EVENT THAT THE CONTRACT IS DETERMINED FOR ANY REASONS
   WHATSOEVER BEFORE THE EXPIRY OF THE VALIDITY PERIOD, THIS
   GUARANTEE SHALL TERMINATE AND CEASE TO BE OF ANY FURTHER
   EFFECT AFTER 30 DAYS FROM THE DATE OF DETERMINATION OF THE
   CONTRACT ("THE TERMINATION DATE"), PROVIDED THAT ANY DEMAND
   SHALL HAVE BEEN MADE BY THE PRINCIPAL BY CLOSE OF BUSINESS
   WITHIN 14 DAYS FROM THE TERMINATION DATE. TERMINATION OF THE
   CONTRACT SHALL BE CERTIFIED IN WRITING BY THE PRINCIPAL AND
   THE GUARANTOR SHALL RELY ON SUCH CERTIFICATION WHICH SHALL BE
   CONCLUSIVE AS AGAINST ALL PARTIES HERETO THIS GUARANTEE.

5. NOTWITHSTANDING ANY OTHER PROVISION IN THIS GUARANTEE, THIS
   GUARANTEE (IN ITS ORIGINAL FORM) MUST BE PRESENTED TO THE
   GUARANTOR SIMULTANEOUSLY WITH ANY DEMAND FOR PAYMENT HEREUNDER
   .... TO BE CONTINUED ON PAGE 3 ....

GEN 508H2

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DATE OF ISSUE: | BENEFICIARY:
27SEP2023 | PERBADANAN PRODUKTIVITI MALAYSIA
                                   |
                                   |
                                   |

   (AND WILL BE RETURNED BY THE GUARANTOR AFTER VERIFICATION
   WHERE THE DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER). FOR
   THE AVOIDANCE OF DOUBT, THE GUARANTOR SHALL HAVE NO LIABILITY
   TO EFFECT PAYMENT HEREUNDER IF THIS GUARANTEE (IN ITS ORIGINAL
   FORM) IS NOT SO PRESENTED TO THE GUARANTOR.

6. THIS GUARANTEE IS PERSONAL TO THE PRINCIPAL AND IS NOT
   TRANSFERABLE OR ASSIGNABLE.

7. THIS GUARANTEE IS TO BE GOVERNED BY AND CONSTRUED IN
   ACCORDANCE WITH THE LAWS OF MALAYSIA.

8. THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND
   GUARANTEES 2010 REVISION, ICC PUBLICATION NO. 758 ("URDG
   758") SAVE AND EXCEPT THAT THE REQUIREMENT FOR A SUPPORTING
   STATEMENT UNDER ARTICLE 15(A) OF URDG 758 IS HEREBY EXCLUDED.

SIGNED FOR AND ON BEHALF OF THE SAID)
GUARANTOR IN THE PRESENCE OF   )
)
)
)
)
)
ELVEZUKRINA BINTI RISMAN   )
· · · · · · · · · · 078887 ·   ) Vinnoly A/P. Mudlandy   Monnitah A/P Rajendran
(WITNESS)   045111   053479

***************** THIS DOCUMENT CONSISTS OF 3 PAGES *****************

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

KERAJAAN MALAYSIA

LHDN
MALAYSIA

RESIT RASMI SETEM
STAMP OFFICIAL RECEIPT

ASAL

(Sila lekatkan resit rasmi setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp official receipt to the instrument as evidence of stamping

Cara Bayaran *Payment Method*	KREDIT TAMBAH NILAI
No. Adjudikasi *Adjudication No.*	GDFAA0019CC3CBF
Jenis Surat Cara *Type Of Instrument*	PERFORMANCE BOND SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument*	27 / 09 / 2023
Balasan *Consideration*	RM 5,975.75

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
CENTURY SOFTWARE (MALAYSIA) SDN BHD, NO SYARIKAT 445590U

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
PERBADANAN PRODUKTIVITI MALAYSIA, NO SYARIKAT NA

Butiran Harta / Suratcara *Property / Instrument Description*
PEBKLH546721

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Resit Rasmi Setem *Stamp Official Receipt No.*	B0909Z231492703
Tarikh Penyeteman *Date of Stamping*	27/09/2023
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 10.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 10.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No. :* KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak *Printed Date :* **27/09/2023 03:44:21**

Pengesahan ketulenan Resit Rasmi Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Official Receipt can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- tamat/end ---

SCHEDULE 7

LETTER OF ACCEPTANCE

PERBADANAN PRODUKTIVITI MALAYSIA
MALAYSIA PRODUCTIVITY CORPORATION
Lorong Produktiviti, Jalan Sultan
46200 Petaling Jaya, Selangor
MALAYSIA

MPC
PERBADANAN PRODUKTIVITI MALAYSIA

MALAYSIA MADANI

Tel : 603 7955 7266
Laman Web : www.mpc.gov.my
E-mel : info@mpc.gov.my

CERTIFIED TO ISO 9001:2015
CERT. NO. : QMS 00547

(Badan Berkanun di bawah Kementerian Pelaburan, Perdagangan dan Industri – MITI)

SURAT SETUJU TERIMA

MPC.100-14/1/23

18 September 2023

CENTURY SOFTWARE (M) SDN BHD
A-G, Block A, Level 8,
Sunway PJ 51A, Jalan SS 9A/19,
Seri Setia, Petaling
47300, Petaling Jaya, Selangor
(U/P: En. Mohamad Fitri Abdul Aziz)

Tuan,

PERLANTIKAN PEMBEKAL BAGI MEMPERBAHARUI LANGGANAN TAHUNAN DAN PENYELENGGARAAN SISTEM GRP 9.0 DENGAN PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS

Dengan ini dimaklumkan bahawa Perbadanan Produktiviti Malaysia (MPC) telah bersetuju menerima tawaran sebut harga syarikat tuan dengan harga sebanyak **Ringgit Malaysia Dua Ratus Tiga Puluh Sembilan Ribu dan Tiga Puluh Ringgit sahaja (RM 239,030.00)** termasuk 6% SST yang merupakan harga kontrak bagi tempoh kontrak selama satu tahun tertakluk kepada dokumen sebut harga yang menjadi sebahagian daripada perolehan ini dan Surat Setuju Terima ini berserta dengan Lampiran A kepada Surat Setuju Terima iaitu maklumat terperinci kontrak (selepas ini disebut sebagai "Surat ini").

2.   Dengan pengakuan penerimaan Surat ini, suatu kontrak yang mengikat terbentuk antara Kerajaan dengan syarikat tuan. Satu dokumen kontrak hendaklah ditandatangani dengan kadar segera dengan memasukkan semua terma sebagaimana dokumen sebut harga serta semua terma dalam **Lampiran A**. Sehingga dokumen kontrak tersebut ditandatangani, Surat ini hendaklah terus mengikat kedua-dua pihak. Jadual di bawah adalah jadual fasa pembayaran sebagai rujukan:

Jadual Pembayaran:

Bil.	Perkara	Kuantiti	Harga (RM)
1.	Professional Annual Subscription		
	• Century GRP 9.0 Annual Maintenance Subscription	1	135,000.00
	• Professional Annual Subscription – Asset Portal	1	30,000.00
	• Professional Annual Portal	1	42,000.00

Bil.	Perkara	Kuantiti	Harga (RM)
	• Professional Annual Subsciption – Digital Signing	1	15,710.00
2.	Subscription (Third Party) • SSL Server Certificate – GLOBALSIGN (Qty:2)	1	3,500.00
3.	Jumlah Tahunan Penyelenggaraan		226,210.00
	Diskaun		(710.00)
	Jumlah Tahunan Penyelenggaraan Selepas Diskaun		225,500.00
	SST 6%		13,530.00
	Jumlah Tahunan Penyelenggaraan (Termasuk SST 6%)		**239,030.00**

3.   Harga kontrak adalah termasuk peruntukan Kerajaan sebanyak 6% cukai perkhidmatan memandangkan perkhidmatan ini dikenakan cukai dan syarikat tuan berdaftar dengan Jabatan Kastam Diraja Malaysia (JKDM). Pembayaran cukai perkhidmatan ini adalah dikira berdasarkan tuntutan sebenar dan tarikh kuat kuasa pendaftaran syarikat tuan dengan JKDM.

4.   Adalah dimaklumkan bahawa tiada perkhidmatan boleh dibuat melainkan jika syarikat tuan telah mengemukakan kepada Kerajaan suatu bon pelaksanaan yang tidak boleh dibatalkan yang berjumlah **Ringgit Malaysia Lima Ribu Sembilan Ratus Tujuh Puluh Lima dan Tujuh Puluh Lima Sen sahaja (RM 5,975.75)** seperti yang ditetapkan dalam **Lampiran A** tidak melebihi 14 hari dari tarikh pengakuan penerimaan Surat ini oleh syarikat tuan.

5.   Apa-apa kegagalan dalam mematuhi kehendak di perenggan 4 dalam tempoh masa yang ditetapkan, boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa cara jua bertanggungan terhadap syarikat puan **melainkan jika** penepian bertulis diberikan oleh orang yang diberi kuasa, bagi perkhidmatan yang perlu dibuat dengan segera atau serta-merta apabila kelewatan itu akan memudarat dan menjejaskan perkhidmatan dan kepentingan awam.

6.   Setelah pesanan/arahan dikeluarkan oleh MPC, syarikat tuan dikehendaki melaksanakan perkhidmatan dalam tempoh yang ditetapkan dan kualiti perkhidmatan tersebut hendaklah memuaskan hati serta memenuhi kehendak Kerajaan. Sekiranya syarikat tuan gagal melaksanakan perkhidmatan dalam tempoh dan/atau kualiti yang ditetapkan, MPC berhak membatalkan pesanan/arahan yang dikeluarkan dan/atau mengenakan *Denda/ Tolakan/ *Liquidated & Ascertained Damages* (LAD) seperti yang ditetapkan dalam Lampiran A.

2

7. Syarikat tuan juga adalah diingatkan bahawa Kerajaan berhak untuk membatalkan Surat ini sekiranya:

   a. syarikat tuan gagal mematuhi mana-mana terma di perenggan 4 dalam tempoh masa yang ditetapkan;

   b. syarikat tuan gagal mematuhi mana-mana terma yang dinyatakan dalam Surat Akuan Pembida Berjaya;

   c. syarikat tuan telah membuat salah nyataan (misrepresentation) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaan bagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan bon pelaksanaan atau dokumen lain yang palsu atau yang telah diubah suai;

   d. syarikat tuan membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

   e. syarikat tuan terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *sebut harga/tender sehingga dokumen kontrak ditandatangani;

   f. syarikat tuan telah memberikan subkontrak sama ada sepenuhnya atau sebahagiannya perkhidmatan tanpa kelulusan Kerajaan terlebih dahulu;

   g. syarikat gagal menyempurnakan perkhidmatan/membekalkan barang dalam tempoh yang ditetapkan seperti di Lampiran A;

   h. syarikat tuan gagal mematuhi mana-mana terma/arahan di dalam dokumen sebut harga;

   i. syarikat tuan/ pemilik/ rakan kongsi/ pengarah telah disabitkan atas kesalahan jenayah di dalam atau luar Malaysia;

   j. syarikat tuan digulungkan;

   k. syarikat tuan membekal barang-barang yang tidak tulen, bukan baharu atau yang terpakai;

   l. syarikat gagal mematuhi skop perkhidmatan yang ditetapkan dan/atau Service Level Agreement;

   m. syarikat tuan tidak mendapat kelulusan daripada Kerajaan terlebih dahulu bagi apa-apa penjualan atau pemindahan ekuiti sepanjang tempoh kontrak ini berkuat kuasa;atau

   n. terdapat perkara yang melibatkan kepentingan awam atau keselamatan dan kepentingan negara.

8. Sekiranya Surat ini dibatalkan atas alasan seperti yang ditetapkan di perenggan 7, MPC tidak akan bertanggungan terhadap apa-apa kerugian syarikat tuan termasuk kerugian masa hadapan.

9. Bersama-sama Surat ini disertakan **Surat Akuan Pembida Berjaya dan Surat Akuan Sumpah Syarikat** seperti di **Lampiran B dan Lampiran C** untuk ditandatangani oleh syarikat tuan dan dikembalikan bersama-sama dengan Surat ini.

3

10. Surat ini dihantar kepada syarikat tuan dalam tiga (3) salinan. **Sila kembalikan ke pejabat ini salinan asal dan kedua berserta lampiran yang berkaitan yang telah ditandatangani dengan sempurna oleh syarikat tuan dan saksi syarikat tuan tidak melebihi 14 hari dari tarikh Surat ini diterima untuk tindakan kami selanjutnya.** Apa-apa kegagalan dalam mematuhi kehendak di perenggan ini dalam tempoh masa yang ditetapkan boleh mengakibatkan Surat ini terbatal dan Kerajaan tidaklah dengan apa-apa jua bertanggungan terhadap syarikat tuan.

Sekian, terima kasih.

"MALAYSIA MADANI"
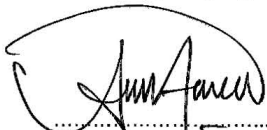**"BERKHIDMAT UNTUK NEGARA"**

Saya yang menjalankan amanah,

(ZAHID ISMAIL)
Timbalan Ketua Pengarah
Perbadanan Produktiviti Malaysia (MPC)

4

PENGAKUAN PENERIMAAN SURAT SETUJU TERIMA DAN LAMPIRAN YANG BERKAITAN OLEH SYARIKAT

Dengan ini disahkan bahawa yang bertandatangan di bawah ini mengakui penerimaan Surat ini dan lampiran yang berkaitan yang rujukannya ialah MPC.100-14/1/23 bertarikh ⎯⎯18 September 2023⎯⎯ dan bersetuju dengan terma dan syarat yang terkandung dalam Surat ini tanpa syarat yang mana salinan kepada Surat ini telah disimpan, dan selanjutnya disahkan bahawa tiada apa-apa terma, syarat atau stipulasi tambahan kepada yang terkandung Surat ini telah dikenakan.

Tandatangan Pembekal

Nama Penuh: **Ameer Shaik Mydin**

No. Kad Pengenalan: **630731-07-5687**

Alamat: **Century Software (Malaysia) Sdn Bhd
Unit A-G, Block A, Level G
Sunway PJ 51A, Jalan SS 9A/19
Seri Setia 47300 Petaling Jaya
Selangor**

Tarikh: 25/9/2023

Tandatangan Saksi

Nama Penuh: **Mohamad Fitri Abdul Aziz**

No. Kad Pengenalan: **790721-08-5729**

Alamat: **Century Software (Malaysia) Sdn Bhd
Unit A-G, Block A, Level G
Sunway PJ 51A, Jalan SS 9A/19
Seri Setia 47300 Petaling Jaya
Selangor**

Tarikh: 25/9/2023

Meterai atau Cop Perdanding

445590-U
CENTURY SOFTWARE SDN BHD

Tarikh: 25/9/2023

5

40

PERLANTIKAN PEMBEKAL BAGI MEMPERBAHARUI LANGGANAN TAHUNAN DAN PENYELENGGARAAN SISTEM GRP 9.0 DENGAN PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS

1. **Pendaftaran Syarikat Dengan Suruhanjaya Syarikat Malaysia (SSM) Atau Pendaftaran Koperasi Dengan Suruhanjaya Koperasi Malaysia (SKM) (jika berkaitan)**

   1.1 No. Pendaftaran : 199701030091 (445590-U)

   1.2 Tempoh Sah Laku :

2. **Pendaftaran dengan Kementerian Kewangan (jika berdaftar)**

   2.1 No. Pendaftaran : 357-00045138

   2.2 Tempoh Sah Laku : 20/07/2023 - 14/09/2026

   2.3 Kod Bidang : 210101, 210102, 210103, 210104

   2.4 Taraf Syarikat : BUMIPUTERA

   2.5 Tempoh Sah Laku Taraf Bumiputera : 20/07/2023 - 14/09/2026

3. **Harga dan Tempoh Kontrak**

   3.1 Harga Kontrak : RM239,030.00 (termasuk 6% SST)

   3.2 Tempoh Kontrak : 12 Bulan

   3.3 Tarikh Mula Kontrak : 1 Oktober 2023

   3.4 Tarikh Akhir Kontrak : 30 September 2024

Tempoh dan Jadual Penyempurnaan Perkhidmatan
*Senara item, kuantiti, jenis perkhidmatan dan/atau tempoh serta jadual penyempurnaan perkhidmatan yang ditetapkan seperti di *Lampiran A2*

Lampiran A2 (Jadual spesifikasi dalam dokumen Sebutharga) adalah untuk menyatakan tempoh atau jadual pembekalan mengikut tawaran syarikat – untuk tindakan MPC

4. **Bon Pelaksanaan**
   (*diisi oleh MPC)

   4.1 Kadar Bon Pelaksanaan : 2.5%

   4.2 Formula Bon Pelaksanaan : RM 239,030.00 x 2.5%

   4.3 Nilai Bon Pelaksanaan : RM 5,975.75

   4.4 Bentuk Bon Pelaksanaan : Jaminan Bank/ Bank Islam/ Bank Pembangunan Malaysia Berhad; atauJaminan Syarikat Kewangan; atau Jaminan Insurans/ Takaful

4.5 Tempoh Sah Laku : Dari tarikh kuat kuasa kontrak sehingga 12 bulan selepas tarikh tamat kontrak atau tarikh obligasi terakhir mengikut mana yang terkemudian

5. **Kenaan *Denda/ Tolakan/ _Liquidated & Ascertained Damages (LAD)_**
(Lewat/Gagal bekal barang atau tidak menepati spesifikasi)

Bon Ganti Rugi Tertentu dan Ditetapkan (LAD - _Liquidated Ascertained Damages_) dikenakan ke atas Penyebutharga yang dilantik apabila berlakunya perkara – perkara berikut:

1. Gagal menepati tarikh penyerahan akhir atau penghantaran Barangan/Perkhidmatan/Kerja yang telah dipersetujui di dalam perjanjian.

2. Kelewatan/ kegagalan menepati tarikh serahan akhir atau penghantaran Barangan/Perkhidmatan/Kerja yang ditetapkan adalah disebabkan oleh kecuaian dari pihak Pembida yang dilantik.

3. Rumusan LAD (_Liquidated Ascertained Damages_) berdasarkan jumlah hari lewat adalah seperti berikut:

$$\frac{\text{Jumlah Nilai Kontrak (T + D)}}{\text{T}} \quad \text{x} \quad \text{BFR (Purata: 5\%)}$$

T: Tempoh dari tarikh dipersetujui mula Kerja/Perkhidmatan/Pembekalan sehingga tarikh penyerahan.

D: Tempoh Hari Lewat

4. Kelewatan disebabkan berlakunya perubahan kerja (EOT - _Extension Of Time_) dan mendapat arahan dari MPC adalah berkecuali dari dikenakan LAD.

Sekiranya syarikat gagal menyempurnakan bekalan/ perkhidmatan yang telah ditetapkan dalam tempoh kontrak yang dipersetujui, maka syarikat dikehendaki membayar denda dalam tempoh 30 hari setelah menerima notis denda daripada Kerajaan dengan menggunakan formula berikut:

Formula : (BLR + 1%) x (Nilai Kontrak / 365) x (bilangan hari lewat)

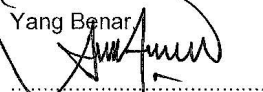| BIL	TAJUK PROGRAM	PERKARA	JUMLAH KESELURUHAN
1.	PERLANTIKAN PEMBEKAL BAGI MEMPERBAHARUI LANGGANAN TAHUNAN DAN PENYELENGGARAAN SISTEM GRP 9.0 DENGAN PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS	1. Professional Annual Subscription • Century GRP 9.0 Annual Maintenance Subscription • Professional Annual Subscription — Asset Portal • Professional Annual Portal • Professional Annual Subsciption — Digital Signing 2. Subscription (Third Party) • SSL Server Certificate — GLOBALSIGN (Qty:2)	RM 239,030.00

SURAT AKUAN PEMBIDA BERJAYA

<u>**PERLANTIKAN PEMBEKAL BAGI MEMPERBAHARUI LANGGANAN
TAHUNAN DAN PENYELENGGARAAN SISTEM GRP 9.0 DENGAN
PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS**</u>

Saya, ...**Ameer Shaik Mydin**.. yang mewakili
..................**Century Software (Malaysia) Sdn. Bhd.**............ nombor . pendaftaran
......................**445590-U**.......................... dengan ini mengisytiharkan bahawa saya
atau mana-mana individu yang mewakili syarikat ini tidak akan menawar atau
memberi rasuah kepada mana-mana individu dalam
...................**MPC**............................... atau mana-mana individu lain, sebagai
ganjaran untuk dipilih dalam *sebut harga/tender seperti di atas. Bersama ini
dilampirkan Surat Perwakilan Kuasa bagi saya mewakili syarikat seperti tercatatdi
atas untuk membuat pengisytiharan ini.

2.   Sekiranya saya atau mana-mana individu yang mewakili syarikat ini
didapati bersalah menawar atau memberi rasuah kepada mana-mana individu
dalam ....**MPC**...............................atau mana-mana
individu lain sebagai ganjaran mendapatkan *sebut harga/tender seperti di atas,
maka saya sebagai wakil syarikat bersetuju tindakan-tindakan berikut diambil:

2.1   penarikan balik tawaran kontrak bagi *sebut harga/tender di atas;atau
2.2   penamatan kontrak bagi *sebut harga/tender di atas; dan
2.3   lain-lain tindakan mengikut peraturan perolehan Kerajaan yangberkuat
      kuasa.

3.   Sekiranya terdapat mana-mana individu cuba meminta rasuah daripada
saya atau mana-mana individu yang berkaitan dengan syarikat ini sebagai
ganjaran mendapatkan *sebut harga/tender seperti di atas, maka saya berjanji
akan dengan segera melaporkan perbuatan tersebut kepada pejabat Suruhanjaya
Pencegahan Rasuah Malaysia (SPRM) atau balai polis yangberhampiran.

Yang Benar,

....
(Nama dan No. KP) Cop Syarikat :
Ameer Shaik Mydin
Catatan: **630731-07-5687**

i)   * Potong mana yang tidak berkenaan
ii)   Surat akuan ini hendaklah dikemukakan bersama Surat Perwakilan Kuasa

SURAT AKUAN SUMPAH SYARIKAT

Saya.............**Ameer Shaik Mydin**... nombor kad pengenalan
.630731-07-5687.........yang mewakili syarikat..**Century Software (Malaysia) Sdn. Bhd.**
nombor pendaftaran.......**445590-U**................ (*MOF/CIDB/SSM) dengan sesungguhnya
dan sebenarnya mengaku bahawa:

(a) syarikat **TIDAK** membuat salah nyataan (*misrepresentation*) atau mengemukakan maklumat palsu semasa berurusan dengan Kerajaanbagi perolehan ini atau melakukan apa-apa perbuatan lain, seperti memalsukan maklumat dalam Sijil Akuan Pendaftaran Syarikat, mengemukakan bon pelaksanaan atau dokumen lain yang palsu atauyang telah diubah suai;

(b) syarikat **TIDAK** membenarkan Sijil Akuan Pendaftaran Syarikat disalahgunakan oleh individu/syarikat lain;

(c) syarikat **TIDAK** terlibat dalam membuat pakatan harga dengan syarikat-syarikat lain atau apa-apa pakatan sepanjang proses *sebut harga/tender sehingga dokumen kontrak ditandatangani;

(d) syarikat/ pemilik/ rakan kongsi/ pengarah **TIDAK** disabitkan atas kesalahan jenayah di dalam atau luar Malaysia; dan

(e) syarikat **TIDAK** digulungkan.

Sekiranya pada bila-bila masa, dibuktikan bahawa pengisytiharan perenggan diatas adalah tidak benar,Kerajaan berhak menarik balik tawaran kontrak atau menamatkan perkhidmatan syarikat bagi projek ini.

Dan saya membuat Surat Akuan Bersumpah ini dengan kepercayaan bahawapa-apa yang tersebut didalamnya adalah benar serta menurut Akta Akuan Berkanun 1960.

Diperbuat dan dengan)
sebenar-benarnya diakui oleh)
) Tandatangan.............................
....)
di....**Petaling Jaya**............................)
pada ...2 6 SEP 2023...................)

Di hadapan saya,

No. B 467
VASANTHI A/P RAMADASS
BC/V/110
01.01.2021 - 31.12.2023

....
Pesuruhjaya Sumpah

Catatan:
i *Potong mana yang tidak berkenaan.
ii Surat akuan ini hendaklah ditandatangani oleh hanya penama di sijil pendaftaran MOF/CIDB.

16100 PETALING JAYA,
SELANGOR.