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erk Perusahaan / Company Brand :		Jebetan / Job title :
amat perusahaan / Company Address :		Manager  Kartu Identitas / ID Card SIM X KTP Passport
I. Pantai Gondang, Gondang, Kett. C rup Parusahaan / Company group :	Sangga, Kota / City :	Nomor I Number : 5209011701830001
ropinsi / Province :	Kab. Lombok Utara Kode post / ZP Code :	02.720.411.4-915.000
usa Tenggara Barat	83355	Nomor Telepone / Phone Number: 926
omor Telepone i Phone Number :	Nomor Fax I Fax Number :	Alamai Email / Email Address : mitust@thelomboklodge.com
arahubung / Contact Person		1
ontak kauangan/ Billing contact :		Kontak Teknis i Technical contact ;
ama I Name		Nama / Name :
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### PERJANJIAN BERLANGGANAN

### SISTEM JARINGAN

### KOMUNIKASI DATA

### PASAL 1

## DEFINISI

- 1.1 "Perjanjian Berlangganan" adalah perjanjian ini yang dibuat oleh dan antara PELANGGAN dan PT BLIP Integrator Provider (untuk selanjutnya disebut "BLIP") untuk berlangganan Jasa (sebagaimana didefinisikan di bawah ini), termasuk segata lampiran-tempiran yang merupakin satu kesatuan dan menjadi bagian yang tidak terpisahkan dengan Perjanjian Berlangganan ini.
- "Jasa" adalah Sistem Jaringan Komunikasi Data yang merupakan jaringan komunikasi data yang disediakan oleh BLIP termasuk BLIPnet, Managed Service, dan jasa turutannya, serta jasa-jasa lair yang akan dikembangkan kemudian sesuai kebutuhan PELANGGAN berdisankan FB atau FP (sebagaimana didefinisikan di bawah ini) yang diajukan oleh PELANGGAN dan disetujui oleh
- "BAA" adalah Berita Acara Operasional yang merupakan berita acara pema dan pengaktian Perangkat untuk pengoperasian Jasa. BAA harus dilandatangani BLP yang socara minimal diwakti oleh petugas yang melakukan pemasangan dan PELANGGAN yang diwakti oleh orang yang dilugaskan untuk menyaksikan atau orang yang bertanggung jawab atas petaksanaan pemasangan dan pengaktifan Perangkat. Pana Pihak sepalat bahwa BAA berlaku sebagai bukti pemasangan dan pengaktifan Perangka Jasa dan tanggal ditandata BAA bertaku sebagai dasar penagihan oleh BLIP.
- "FB" adalah Formulir Berlangganan yang merupakan formulir yang harus disi dan dilengkapi oleh PELANGGAN kemudian diserahkan kopada BLIP sebagai permohonan berlangganan Jesa. Di dalam FB terdapat tanggal RFS (Ready for Servica) yang disepakati delh BLIP dan PELANGGAN untuk pemasangan dan pengaktifan Perangkat di lokasi Pelanggan maupun di lokasi BLIP.
- 1.5. "FP" adalah Formulir Perubahan yang merupakan formulir yang harus disi dan dilengkapi oleh PELANGGAN kemudian diserahkan kepada BLIP untuk permohonan perubahan Jasa. Di dalam FP terdapat tanggal RFS (Ready For Scryko) yang disepatati oleh BLIP dan PELANGGAN untuk pemasangan dan pengaktifan Perangkat di lokasi Pelanggan maupun di lokasi BLIP.
- "Deskripsi Jasa" adalah ketentuan khusus mengenai Jasa yang berlaku antara PELANGGAN dan BUP yang akan menjadi lampiran pada Perjanjian
- "Isolir" adalah pemutusan sementara oleh BLIP, baik berdasarkan inisiatif BLIP sendiri ataupun berdasarkan permintaan PIELANGGAN, atas Jasa yang digunakan oleh PELANGGAN sebagaimana diallur lebih lanjut dalam Perjanjian Berlangganan ini.
- "Pemutusan" adalah pengakhiran berlangganan Jasa sebagaimana diatur dalam Perjanjian Berlangganan ini,
- 1.9. "Biaya Bulanan" adalah biaya yang wajib dibayar setiap bulan oleh PELANGGAN
- 1.10. "Biaya Transaksi" adalah biaya yang dibayar oleh PELANGGAN atas biaya yang timbul dalam proses pembayaran pemakalan Jas

Biaya Pemasangan" adalah biaya yang dibayar oleh PELANGGAN untuk pemasangan Perangkat dan Jasa pada torasi PELANGGAN maupun lokasi BLIP. Biaya Bulanan, Biaya Transaksi dan Biaya Pemasangan secara bersama-sama disebut sebagai Biaya

- 1.11 "Perangkat BLIP" adalah alat-alat milik iitau yang disediakan oleh BLIP yang ditempatkan dilokasi PELANGGAN atau lokasi lain yang disediakan PELANGGAN untuk pengoperasian Jasa.
  "Perangkat PELANGGAN" adalah alal-silal milik atau yang disediakan oleh
  - PELANGGAN untuk mendukung pengoper sian Jasa. Perangkat BLIP dan Perangkat PELAN 3GAN secara bersama
  - sebagai Perangkat
- "Service Level" adatah tingkat tayanan yang diberikan oleh BLIP kepada PELANGGAN yang dinyatakan dengan perbandingan waktu "up- time" terhadap waktu operasional dalam setiap bulan.
- "Tanggal Ready for Service" (RFS) adalai tanggal tertentu yang disepakati oleh BLIP dan PELANGGAN untuk operasional Jasa. Tanggal RFS harus dicantumkan dalam FB alau FP.
- "Sarana Pendukung" adalah sarana yang wajib disediakan oleh PELANGGAN sesuai dengan spesifikasi yang ditetapkan oleh BLIP untuk menyelenggarakan Jasa yang meliputi antara lein:
  - Menylapkan pembumian (grounding) di lokasi PELANGGAN:
  - menyiapkan penangkal petir;
  - menylapkan tower untuk akses wireless;
  - menyiapkan UPS (uninterruptible power supply);
  - menviapkan arrester AC (Alternate Current):
  - menyiapkan pendingin ruangan (air conditioner);
  - menytapkan ruangan dan sejala perijinan yang dibuluhkan untuk penempatan Perangkat,
  - lain-lain yang disyaratkan BLIP untuk penyelenggaraan Jasa.
- " Pemerintah", adalah pemerintah Indonesia atau pemerintah negara PELANGGAN apabila PELANGGAN bukan badan hukum Indonesia. 1.15

### SUBSCRIPTION AGREEMENT DATA COMMUNICATION

### NETWORK SYSTEM

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### ARTICLE 1 DEFINITION

- "Subscription Agreement" means this agreement made by and between CUSTOMER and PT BLIP Integrator Provider (hereinafter shall be referred to as BLIP) for the subscription of Service (as defined hereunder), including all attachments which serves as an integrated and inseparable part with this Subscription Agreement
- "Service" means Data Communication Network System which is a data communication network provided by BLIP which include BLIPnet, Managed Service, and other correlated service as well as other services which shall be developed further in accordance with the requirements of CUSTOMER based on FB or FP (as defined hereunder) submitted by CUSTOMER and approved by BLIP
- "BAA" is the Activation Certificate of Acceptance which is the certificate of acceptance of installation and activation of Equipment for the operational of Service. BAA must be signed by BLIP represented at the very least by the official who carries out the installation and by CUSTOMER represented by the person who is instructed to witness or person who is responsible for the installation and activation of Equipment. The Parties agree that BAA shall serve as evidence of installation and activation of EquipmentService and the issuance date of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing to the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the based for billing the parties of the BAA shall serve as the b
- 1.4. "FB" being the Formulir Berlanggananan means Subscription Form which to be filled and completed by CUSTOMER and submitted to BLIP as an application for subscription of Service. FB shall state the RFS (Ready For Service) date, which shall be mutually agreed between BLIP and CUSTOMER for the installation and activation of Equipment whether in CUSTOMER's location or BLIP's location.
- "FP" being the Formulir Perubahan means Modification Form to be filled and completed by CUSTOMER and submitted to BLIP as an application for modification of Service. FP shall state the RFS (Ready For Service) date, which shall be mutually agreed between BLIP and CUSTOMER for the installation and activation of Equipment whether in CUSTOMER's location or BLIP's location.
- "Service Description" means specific provision regarding Service applicable to CUSTOMER and BLIP which will be attached to this Subscription Form
- "Isolation" means a temporary disconnection performed by BUP, whether based on BLIP's own initiative or based on CUSTOMER's request, toward Service used by CUSTOMER as governed further in this Subscription Agreement,
- 1.8. "Termination" means termination of subscription of Service as governed in this Subscription Agreement.
- 1.9. "Monthly Fee" means fee to be paid monthly by CUSTOMER on Service
- 1.10. "Transaction Fees" are fees paid by the CUSTOMER for costs incurred in the process

"Installation Fee" means fee to be paid by CUSTOMER on the installation of Equipment and Service whether on CUSTOMER's location or BLIP's location Monthly Fee, Transaction Fee and installation Fee shall collectively refer to as Fee

- 1,11 "BLIP's Equipment" means equipments belong to or provided by BLIP positioned in CUSTOMER's location or other location provided by CUSTOMER for the operation of
  - CUSTOMER's Equipment means equipments belong to or provided by CUSTOMER to support the operation of Service.
  - Collectively, both BLIP's Equipment and CUSTOMER's Equipments shall be referred to
- 1.12 "Service Level" means service level to be provided by BLIP to CUSTOMER stated by comparison between total time of "up-time" against operational time every month.
- 1.13 "Ready for Service (RFS) Date" means a certain date agreed between BLIP and CUSTOMER for the operational of Service. RFS Date must be stated in the FB or FP.
- 1.14 "Supporting Equipment" means equipments that must be provided by CUSTOMER in accordance with the specification determined BLIP to operate Service which consist i.e.:
  - Prepare grounding in CUSTOMER's location;

  - Prepare the tower to wireless access;
  - Prepare UPS uninterruptible power supply: d.
  - Prepare arrester AC Alternate Current:
  - Prepare room air conditioning
  - Prepare room and all required licenses for the placement of Equips
  - Other as determined by BLIP or the performance of Service.
- "Government", is the Indonesian government or the government of Customer's country, should the Customer is not an Indonesia legal entity. 1.15



### RUANG LINGKUP

- BLP menyelenggarakan Jasa kepada PELANGGAN termasuk pemasangan dan pengaktifan Perangkat yang dibutuhkan oleh PELANGGAN untuk pengoperasian Jasa.
- 2.2. PELANGGAN menerima pengoperasian Jasa, pemasangan dan pengaktifan Perangkat tersebut di tempat yang merupakan milik atau yang berada dalam penguasaan PELANGGAN dengan spesilikasi Jasa sebagaimana disebut dalam FB dan atau FP dan atau Deskripsi Jasa.

### Pasil 3

- JANGKA WAKTU

  3.1. Jangka waktu berlangganan Jasa sebagaimana lercantum dalam FB dan berlaku terhitung sejak tanggal ditandatanganinya FB FP untuk masing-masing jaringan
- 3.2. Dalam hal diadakan perubahan layanan laringan dalam Jasa yang sama, ma jangka waktu berlangganan berlaku terhitung sejak tanggal diterbitkan FP perlama kali, sedangkan dalam hal diadakan perubahan Jasa, maka jangka waktu berlangganan berlaku terhitung sejak dilerbitkan FP untuk Jasa yang diubah
- 3.3. Apabila tidak ada pemberitahuan pemutusan Jasa secara tertulis dari PELANGGAN, maka dengan tunduk padia ketentuan-ketentuan Pasal 9, jangka waktu berlangganan Jasa ini akan diperpiningni secara otomatis minimal untuk 1 (satu) tahun berikutnya. Ketentuan di dilalam Pasal 3.3 ini juga berlaku untuk perpanjangan-perpanjangan berikutnya dari Jasa,

### PASAL 4 HAK DAN KEWAJIBAN BLIP

- Selain sebagaimana diatur dalam Pisal-pasal lainnya dalam Perjanjian Bertangganan ini, BLIP mempunyai hak-huk penuh antara lain sebagai berikut.
  - Molakukan perubahan atas Jalia. Perubahan atas Jasa tersebut akan dilaksanakan baik atas permintaan PELANGGAN ataupun atas kehendek BUP untuk keperingan kelangsungan dan kalancaran pengoperatian Jasa. Perulahan tersebut akan diberitahukan sebelumnya secara tertula oleh BUP kepada PELANGGAN.
  - Mengunjungi lokasi PELANGGAN setiap saat apabila dirasa perfu oleh BLIP guna keperluan pemeriksaan Perangkat dan/atau Sarana Pendukung demi kelangsungan pengoperasian Jasa.
- BLIP mempunyai kewajiban sebagai beri
   Memelihara Perangkat BLIP.
  - Memperbalki gangguan dan/atau kerusakan yang terjadi karena kesalahan BLIP tanpa membebankan biaya perbalkannya kepada PELANGGAN, Dalam hal gangguan dan/atau kerusakan itu terjadi bukan karena kesalahan BLIP atau gangguan dan/atau kerusaka bukan karena kesalahan BLIP atau gangguan dan/atau kerusakan itu tenjadi karena PELANGGAN melakukan perubahan sistem seperti mengubah fungsi aplikasi, koni gurasi parameter komunikasi, dan/atau dalam penggunaan Perangkatnya, maka BLIP dapat atas permehonan PELANGGAN memperbasik gangguan dan/atau kerusakan tersebut dengan biaya sebagaimana disi pakati oleh kedua belah Pihak.
- BLP menyediakan pelayanan 24 jam sehari dan 7 hari seminggu untuk menerima pengaduan/koluhan dari PELANGGAN apabila Jasa mengalami gangguan atau kerusakan. 4.3. BLIP menye
- 4.4. Pemberitahuan terjadi gangguan atau kerusakan pada Jasa dapat dis baik secara lisan lermasuk dengan telepon maupun secara tertulis termasuk dengan fax atau surat.
- 4.5. BLIP tidak bertanggungjawab atas informasi atau data (termasuk dalam bentuk video dan/atau audio, atau bentuk tainnya) yang dikirim PELANGGAN melalui Jasa

### PASAL 5 HAK DAN KEWAJIBAN PELANGGAN

- 5.1. PELANGGAN mempunyai hak sebagai benkut.
  - PELANGGAN mempunyai hak untuk mendapatkan restifusi atas terjadinya gangguan atau kerusakan pada Jasa yang terjadi karena kesalahan BLIP (Service Level) apabila PELANGGAN memberikan pemberitahuan tertulis dan diserujui oleh BLIP,
- 5.2. PELANGGAN juga memiliki hak untuk meminta dilakukannya Isolir atas Jaringan yang digunakan oleh PELANGGAN, Isolir dapat dilakukan berdasarkan persetujuan tertulis sabelumnya dari BLIP, dengan kondisi sebagai berikut,
  - Permintaan Isolir dilakukan secara tertulis oleh PELANGGAN dengan mencantumkan informasi yang lerkait antara lain:
    - jaringan yang akan di Isolir alasan dilakukan Isolir

    - jangka waktu Isolir
  - b, Isolir atas permintaan PELANGGAN hanva dapat dilakukan maksimum soon atas perimiran Pez-vivosovi nanya dapit diakukan maksimum untuk jangka waktu 2 (dua) bulan dan Bilip Bidak akan mengenakan Biaya Bulanan kepada PELANGGAN. Isolir yang dilakukan untuk jangka waktu lebih dari 2 (dua) bulan akan dikenakan Biaya Bulanan yang mulai diberlakukan pada bulan ketiga
  - C, setelah dilakukannya Isolir. Isolir hanya dapat dilakukan 1 (satu) kali selama jangka waktu
  - d. Perjanjian.
  - lsolir hanya dapat dilakukan apabila seluruh biaya telah dilunasi oleh PELANGGAN
- Selain sebagaimana diatur dalam penal-pasal lainnya dalam Perjanjian Berlangganan ini, PELANGGAN mempunyai kewajiban antara lain sibb :
   Membayar Blaya Transaksi dan Blaya Pemasangan

### Article 2

- SCOPE OF SERVICE

  2.1, BLIP shall operate the Service for CUSTOMER including inst
  the Equipment needed by CUSTOMER to operate the Service. ding installation and activation of
- 2.2. CUSTOMER accepts the operation of Service, installation and activation of the Equipment in the location owned or under the authority of CUSTOMER with the Service specification as stated in FB and or FP and or Service Description.

### APTICLE 2

### SCOPE

- 3.1. The subscription period of Service as stated in FB and shall be effectively valid since the issuance date of FB FP for each network.
- 3.2. In the event of network changes in the same Service, the valid time period will be the date of the issuance FP for the first time. As for the Service modification, the subscription time period shall be valid since the issuance of FP for the modified.
- 3.3. Should CUSTOMER does not provide a written notice to terminate this Subscription Agroement, as compliance to the provisions set up in Article 9, the subscription period shall be extended automatically to the next period with the minimum of 1 (one) year. This provision as stated in Article 3.3 shall also apply for the subsequent extensions of

- Article 4

  RIGHT AND DALIGATION OF BLIP

  4.1. In addition to rights as already stiputated in this Subscription A
  following full rights including but not limited: tion Agreement, BLIPhas the
  - To perform modification toward the Service. Such modification shall be performed whether based upon the request from CUSTOMER or based on BLIP desire for the sake of continuation and smoothness of the operation of Service. The respective modification will be previously informed in writing by BLIP to CUSTOMER
  - To visit the CUSTOMER's location at any time if deemed necessary by BLIP to inspect the Equipment and/or Supporting Equipment for the continuation of the operation of Service.
- 4.2. BLIP has the following oblig
  - To maintain BLIP's Equipment,
    - To fix any disturbance and/or failure which may be encountered due to BLIP's fault, in which case relevant repair costs will not be charged to the CUSTOMER. In the event that the disturbance and/or failure sits not due to BLIP's fault or if the disturbance and/or failure arises due to a system modification performed by the CUSTOMER such as modification of application, communications parameter configuration, and/or modification related to the use of Equipment, BUP may, at the request from the CUSTOMER, fix the disturbance and/or repair the failure at CUSTOMER cost as agreed by both Parties.
- 4.3. BLIP shall provide a 24 (twenty-four) hours per day, 7 (seven) days per week service to accommodate indictment and complaints from CUSTOMER should there is a failure or disturbance with the Service.
- 4.4. Notice on failure or disturbance on Service may be conveyed whether verbally including via telephone or in writing including via facsimile or letter.
- 4.5. BLIP will not be responsible for information or data (including those in the form of video and/or audio, or any other form) sent by the CUSTOMER through the Service.

### Article 5 RIGHTS AND OBLIGATIONS OF CUSTOMER

- 5.1. CUSTOMER has the following rights:
  - CUSTOMER has a right to receive restitution for the disturbance or failure on Service which occurred due to BLIP's fault (Service Level) in condition that CUSTOMER provide a written notice and approved by BLIP.
- CUSTOMER also reserve the right to ask for an isolation on Network used by CUSTOMER, isolation can be performed based on prior written approval from BLIP with the following condition:
  - Request for Isolation shall be made in writing by CUSTOMER stating the
    - related information, among others: Network on which the isolation shall be performed upon;
    - Reason for Isolation
  - III. Time period of Isolation
  - Isolation as requested by Customer can only be performed for a ma period of 2 (two) months and BLIP shall not charge the Monthly
  - BLIP shall charge the Monthly Fee for Isolation performed mor than a 2 (two) months time period, which shall start commencing on the third month after
  - Isolation shall can only be performed 1 (one) time for the time period of Subscription Agreement.

    Isolation shall can only be performed if all cost had been paid by CUSTOMER
- 5.3. In addition to other obligations stipulated in the articles of this Subscription Agreement, CUSTOMER must also fulfill the following obligations:
   a. To pay the Transaction Fee and the Installation Fee



- Membayar Biaya Bulanan terhitung sejak Jasa menjadi berbayar (online billing).
- Menyediakan Sarana Pendukung sesuai dengan spesifikasi yang ditentukan oleh BUP
- deemukan oleh bur Membayar biaya atas perubahan sebagaimana ditentukan dalam Perjanjian Berlangganan. Menjaga dan memelihara (dalam arti seluas-luasnya) Perangkat, d.
- suk pada saat Isolin
- eritahu BLIP apabila terdapat perubahan pada pelaksanaan Jasa yang disebabkan oleh sebab apripun. Memberi keterangan
- yang disebabkan deh sebab apipun.

  Memberi keterangan yang benar dan akurat dalam FB dan FP.

  Memberi BUP akses tyang bubas dari hambatan termasuk yang berasal dari pemilik atau penghuni lokasi) ke lokasi PELANGGAN untuk kepertuan pemeniksaian, perbaikan, pengaliban atau pengambilan perangkat dan untuk itu selekasnya menyediakan kepada BUP segala izin atau persetujuan dari pemilik atau Pihak yang menguasai lokasi tersebut bila di perfukan.
- 5.4. PELANGGAN wajib memenuhi Tanggal IFS yang sudah disepakati bensama dalam FB atau FP. Jika PELANGGAN tidai dapat memenuhi Tanggal RFS, maka tanggal penerbitan BAA efektif menjadi dasar penagihan dan Jasa menjadi berbayar (online biling), maskupun BAA tilak diandatangani oleh PELANGGAN, PELANGGAN wajib membayar segala biaya seperti yang diatur dalam Perjanjian
- PELANGGAN dilarang untuk melakukan hal-hal berikut ini:
   Mengubah etau menghubungian Jasa dengan cara apapun dan dalam bentuk apapun terhadap spestifikasi Jasa sebagaimana tercantum dalam Perjanjian Barlangganan tanpa izin tertula terlebih
- Mengalihkan hak pakai Jasa kepada Pihak ke tiga, baik untuk penggunaan secara tersendiri ataupun bersama-sama tanpa izin tertulis terlebih dahulu dari BLIF. 5.5. b.
- 5.6. PELANGGAN bertanggung jawab terhadiip segala kerusakan, kerugian, biaya dan/atau segala hal yang terjadi terhadap Jasa dan/atau Perangkat yang diakibatkan oleh penyediaan Saraha Pendukung yang tidak sesual dengan spesifikasi yang diayaratkan BLIP.
- Sarana Pendukung dan segala fasilitas milik PELANGGAN yang digunakan dalam penyelenggaraan Jasa menjadi tanggungjawab dan tetap berada dalam kepemilikan PELANGGAN.

### SERVICE LEVEL

- 6.1. Service Level terdiri atas availability dan kullitas Jasa, BUP menjamin bahwa Jasa yang dipergunakan PELANGGAN akan mempunyai availability 99,6% (Sembilan puluh sembilan koma delapan persen untuk BLIP Dedicated dan BUP Enterprise, Dan 99,5% (Sembilan puluh sembilan koma lima persen) untuk BLIP Starter, BLIP Content, BLIP Access dan BLIP Broadband Busin
- 82. PELANGGAN akan mendapat restrusi ata sterjadnya gangguan atau kerusakan pada Jasa yang terjadi karena kesalahan BLP. Restitusi hanya akan diberikan apabila PELANGGAN memberikan pemberikahuan tertulis kepada BLP, pemberikahuan mana harus mendapat pe setujuan dari BLIP, dengan ketentuan sebagai berikut:
  - Perhitungan besarnya restitusi adalah selisih avaitability yang dijanjikan dengan awalability yang sebenarnya dikalikan dengan Biaya Bulanan pada tiap bulannya. Restitusi:

(( N - (100%-SLA)\*720) / 720 ) x A

- - nan .
    N = Jumlah Koneksi yang terputus dalam satu bulan .
    720 = Jumlah Jam dalam satu bulan .
    A = Jumlah Biaya Bulanan
- Perhitungan service level sebagaimana yang ditentukan Perjanjian Berlangganan ini, didasarkan pada hal-hal sibb:
  - Sarana Pendukung harus sesuai dengan spesifikasi yang disyaratkan BUP
  - Perangkat harus sesuai dengan syarat penempalan Perangkat yang b.
  - ditentukan BUP Konfigurasi dan aplikasi disisi PELANGGAN tidak berubah c.
  - Parameter komunikasi Perangkat tidak berubah Letak Perangkat dan Sarana Pandukung tidak berubah

  - Tidak diperhitungkan keadaan liahar (pasal 12) f. Diperhitungkan jumlah jam dalum satu bulan yang bersangkutan
  - Deskripsi Jasa tidak berubah
- Perhitungan restitusi hamya didasarkan puda availability sebagaimana ditentukan dalam Pasal 6.2. Perjanjian Berlangginan ini Para Pihak sepakat bahwa tanggungiawah BLIP kepada PELANGGAN berkenaan dengan segata akibat yang timbul dari tidak terpenuhinya Sentoe Livel, terbatas hanya pada pembayaran restitusi, BLIP tidak memiliki kewajiban tumbahan apapun kepada PELANGGAN selain pembayaran restitusi berkenaan dengan segata akibat yang timbul dari tidak terpenuhinya Service Level.

### BIAYA DAN CARA PEMBAYARAN

- 7.1. PELANGGAN wajib membayar Biaya Pemisangan, Biaya Bulanan dan atau Biaya Transaksi kepada BLIP yang besamya sejerti tercantum dalam FB atau FP.
- 7.2. Biaya Pemasangan, Biaya Bulanan dari atau Biaya Transaksi seperti yang tercantum dalam Pasal 7.1. dibayarkan selambat-lambatnya 10 (sepuluh) hari sejak tanggal tagihan dalam mata uang yang tercantum dalam tagihan (invoice). Biaya-biaya tercebut harus tada dibayar mesipum tagihan belum atau tidak diterima oleh PELANGGAN oleh karena selaba papun.

- To pay the Monthly Fee starting when the Services become payable (online billing).
- To provide Supporting Equipment in accordance with the specification termined by BLIP
- To pay cost on changes as stipulated in the Subcription Agreement.
- To preserve and to maintain (in the broadest sense of the word) the Equipment
- To give notice to BLIP on any changes that occurred in the performance of the Service due to whatever reason, included within the Isolir period. Provide correct and accurate information in FB and FP
- To provide access (free from any obstruction or hindrance, including that from the owner or occupant of a location) in order for BLIP to enter CUSTOMER's location in order to perform inspection, repairing, removal or retrieval of Equipment, Subsequently, for such purpose, to immediately provide BLIP all permits and consents from the owner or occupant controlling the location, if necessary
- 5.4. CUSTOMER must comply with the RFS Date as mutually agreed in FB or FP. Should CUSTOMER raised to comply with RFS Date, issuance date of BAA shall become the basis for hilling and Service become payable (online billing), although BAA is not signed by CUSTOMER. CUSTOMER has the obligation to pay all cost as governed in this
- 5.5. CUSTOMER is prohibited to perform the following:

  a. Modify or connect Service in any way and in any form towards the specification of Service as stated in the Subsciption Agreement without prior written approval from BLIP.
- Assign the right of use on Service to other third parties, whether for independent use or collective use, without prior written approval from BLIP 5.5. b.
- 5.8. CUSTOMER must responsible for all damage, loss, fee and/or anything happens toward Service and/or Equipment caused by the provision of Supporting Equipment by CUSTOMER, which do not in compliance with specification determined by BLIP
- 5.7. Supporting Equipment and all facility owned by CUSTOMER used in the operat Service shall be the responsibility and remain under the ownership of CUSTOMER

### SERVICE LEVEL

- SERVICE LEVEL

  6.1. Service Level consists of availability and quality of Service. BLIP warrant that Service used by CUSTOMER shall have the 99.8% (ninety nine point eight percent) for BLIP Dedicated and BLIP Enterprise, And 99,5% (Ninety nine point five percent) for BLIP Starter, BLIP Content, BLIP Access and BLIP Broadband Business.
- 6.2. CUSTOMER shall receive restitution for any failure or damage on Service occurred due to BLIP's fault. Restitution shall be granted only if CUSTOMER provide BLIP with a written notice, of which the respective notice must be approved by BLIP, with the following provisions:
  - Calculation for the amount of restitution is the difference between promised availability and the actual availability multiplied with the monthly fee for every month:

(( N - (100%-SLA)\*720) / 720 ) x A

- Total Down Time Per Month
- Total Hour In a Month 720
- Total Monthly Fee
- 6.3. Calculation of service level as stipulated in this Subscription Agreement, shall be based on the following:
  - Supporting Equipment must be in accordance with the specification determined by BLIP
  - Equipment must be in accordance with the terms for placement of Equipment as stipulated by BLIP
  - Configuration and application at the side of CUSTOMER remain unchanged
  - Communication parameter of the Equipment remain unchanged Location of Equipment and Supporting Equipment remain unchanged

  - Not considering the Force Majeure conditions (Article 12)
  - Calculate the amount of hours in one month of the respective month
  - Service Description remains unchanged
- Calculation for restitution shall be based only on the availability as stipulated in article 6.2 of this Subscription Agreement. The Parties agree that BLIP's responsibility with regard to all matters occured as a result of the unfulfillment of Service Level shall be timited only on the payment of restitution, BLIP shall have no additional obligation with regard to all matters occured as a result of the unfulfillment of Service Level other than the payment of restitution

### Article 7 FEE AND TERMS OF PAYMENT

- 7.1. CUSTOMER has the obligation to pay Installation Fee, Monthly Fee to BLIP, in accordance with the amount as stated in FB or FP.
- 7.2. Installation Fee, Monthly Fee and/or Transation Fee as stipulated in Article 7.1 must be paid no later than 10 (ten) days after the billing date in currency as stated in invoice. The respective fees must be paid regardless the fact that CUSTOMER had not received the invoice with whatever reason.



- 7.3. Biaya Pemasangan, Biaya bulanan, dian atau Biaya Transaksi mutal dibertakukan sejak Jasa menjadi berbayar yang dibukdikan dengan tanggal diterbitkannya BAA, Tagihan pertama akan diperhitungkan secara proporsional dengan bulan berjalan.
- 7.4. Pembayaran Biaya atas Jasa dilatukun dengan cara transfer ke rekening BLP dengan nomor rekening dan nama Bank seperti tercantum dalam tagihan. Segala Biaya yang diterima BLP harus bersih (net) dari biaya transfer atau biaya maupun
- 7.5. PPN (Pajak Pertambahan Nilai), metersi dan biaya lain-lain (apabila ada) adalah tanggungan PELANGGAN
- 7.6. BLIP memiliki hak penuh mengubah Biaya Pemasangan, Biaya Bulanan atau Biaya Transaksi dengan pemberitahulin terlebih dahulu secara tertulis 1 (satu) bulan sebelum biaya baru tersebut dibirdakukan,

### Pasai 8 PERUBAHAN SAMBUNGAN

- PERUBAHAN SAMBUNGAN

  8.1. PELANGGAN dapat mengajukan permonoran perubahan spesifikasi Jasa sebagaimana tercantum datam FB dan FP atas salah satu hubungan atau alamat penyambungan, kecepatan, protokol atau apapun yang termasuk dalam pengertian perubahan sambungan kecuali untuk perubahan jenis Jasa, Permohonan tersebut harus dajukan secara tertulis baik melalui fax ataupun surat kopada BLIP. Apahia permintaan PELINGGAN secara teknis dimungkinkan maka BLIP akan mengabutkan permohonan tersebut.
- 8.2. Pelanggan sepakat bahwa segala binya atas perubahan sambungan ini akan ditanggung oleh PELANGGAN, BLIP dipat secara sepihak, melakukan perubahan spesifikasi untuk kepentingan kelangsungan dan kelancaran pengoperasian Jasa karena adanya perubahan sistem dari Pihak ketiga. Perubahan tersebut akan ditanggan perubahan sistem dari Pihak ketiga. Perubahan tersebut akan ditanggan perubahan sistem dari Pihak ketiga. Perubahan tersebut akan ditanggan perubahan sistem dari Pihak ketiga.
- 8.3. Dengan adanya perubahan sebagaimana diatur dalam Pasal 8, maka jangka waktu berlangganan Jasa berlaku sebagaimana dalam Pasal 3.1.
- 8.4. BLIP tidak bertanggung jawab stas gangguan, kerugian, kesalahan atau kegagalan pengiriman data yang disebabkan oleh perubahan-perubahan Jasa yang dilakukan oleh PELANGGAN tanpa adanya persetujuan tertulis terlebih dahulu dari BLIP
- 8.5. Jika jenis Jasa diubah, maka PELANGGAN wajib mematuhi aturan yang berlaku untuk jenis Jasa yang baru tersebut.
- 8.6. Segala perubahan yang terjadi atas Perjanjian Bedangganan ini, sebagai akibat adanya perubahan sambungan akan dicantumkan dalam FB / FP.

### Pa al 9 AKHIR DARI BERLANGGANAN 1454

- 9.1. Apabila PELANGGAN mengundurkan diri bertangganan Jasa sesudah ditandatanganinya FB atau FP maka:
  - Apabila Perangkat Milik BLIP belum dipasang, PELANGGAN wajib membayar 50% dari Biaya Pemasangan yang tercantum dalam FB
  - Apabila Perangkat Milik BLIP sudah terpasang, maka PELANGGAN wajib membayar 100% dari Biaya Pemasa FB atau FP.
- 9.2. PELANGGAN dapat, secara tertulis, memutuskan Jasa untuk masing-masing jaringan setelah berakhimya jangka waktu berlangganan sesuai Pasai 3 Perjanjian Bedrangganan ini. Permohonan pemutusan tersebut harus diterima B.I.P paling lambat 30 (tiga putuh hari kalender sebelum pemutusan. Tagihan tersekhir akan diperhitungkan secara proporsional dengan bulan berjatan apabita PELANGGAN mengajukan permohonar pemutusan sesuai dengan Pasal 9.2 Perjanjian Berlangganan ini.
- BLP dapat memutus penyedisan Jasa mebagaimana ditentukan Pasal 10.1, dan Pasal 10.2, Perjanjian Bertangganan ini, Selain itu, BLIP dapat memutus penyedisan Jasa tanpa melalui tata cara yang disebut dalam pasal 10.1, dan 10.2, karena hal-hal berkutt.
  - ljin Operasional PELANGGAN dicabut atau ditangguhkan oleh
  - PELANGGAN dinyatakan palilit atau dalam proses palilit, mengajuka
  - c. d.
  - permohunan penundaan ilevaajiban penbayaran hutang atau malakukan tindakan sehubungan adanya insolvensi.
    PELANGGAN tidak memberikan informasi yang benar di FB/FP
    PELANGGAN tidak melaksi nakan kewajiban-kewajibannya secara tepat sesual dengan keteriluan dan kondisi yang diatur dalam Perjanjian Bertangganan ini.
  - PELANGGAN me alakukan hal-hal yang dilarang dalam Perjanjian Berlangganan.
- Apabila terjadi pemutusan Jasa sebelum habisnya jangka waktu berlangganan, karena salah satu alasan sebagaimuna diatur dalam Pasal 9 ini, maka PELANGGAN tetap berkewajiban membinyar minimum Biaya Bulanan (termasuk Baya Transaksi) sampai jangka waktu berlangganan berakhir. Pasal 9.4. ini letap berlaku meskipun Perjanjian Berlangganian ini telah diakhiri atau diputus. Kecuali pemulusan Jasa dilakukan karena PEL/INGGAN menggunakan Jasa BLIP yang
- Apabila terjadi pemulusan Jasa, dengan tunduk pada Pasal 9.4 BLIP dapat mengakhiri Perjanjian Berlangganan Ini. Untuk pengakhiran Perjanjian Berlangganan ini PELANGGAN dan BLIP sepakat mengenyampingkan Pasal 1266 dan Pasal 1257 Kitab Undang-undang Hukum Perdata sepanjang dipertukannya putusan hakim untuk memutuskan suatu Perjanjian.

Pasel 10
SANKSI

10.1. Apabita PELANGGAN tidak membayai Biaya Pemasangan dan/atau Biaya Bulanan dan/atau Biaya Transaksi sampal akhir bulan berikutnya dan/atau melanggar kewajiban lain seperti datur dalam Perjanjian Berlangganan karena alasan apapun maka BLIP akan melakukan lsolir terhadap Jasa.

- 7.3. Installation Fee, Monthly Fee and/or Transation Fee shall be applied starting when Service is become payable, evidenced with the date of issuance of BAA. The first invishall be calculated in proportion with the recurring month.
- Payment on Service subscription fee shall be performed by direct transfer to BLIP's account of which the account number and name of the Bank is stated in Invoice, Subscription Fee received by BLIP must be free from transfer fee or other payable fees
- VAT (Value Added Tax), stamp duty and other fee (if any) is the responsibility of CUSTOMER.
- BLIP reserve the full right to change Installation Fee, Subscription Fee or Transaction Fee with a prior written notice in 1 (one) month before the new fee is applicable.

### Article 8 MODIFICATION OF CONNECTION

- CUSTOMER may request for modification of Service specification as stated in FB or FP on one of the connection or connection address, speed, protocol or any matters which falls under the definition of connection modification except for the modification of type of rails under the deminator or connection installation except to the inconsistion of type or Service. The respective request must be submitted in writing whether via fax or letter to BUP by submitting a written notice. If the request of CUSTOMER is deemed technically possible by BUP, BUP shall approve the respective request.
- 8.2. Customer agree that all charges as the consequence of modification shall be borne by CUSTOMER, BLIP reserves the sole right to modify the specification of Service for the continuation and smoothness of the operation of the Service due to a system modification made by a third party. The modification is to be recorded in the BAA
- With the modification as governed in this Article 8, subscription period of Service shall be in accordance with the provisions stated in Article 3.1
- 8.4. BLIP shall have no responsibility for any disturbance, loss, malfunction or failure in sending data caused by modifications on Service performed by CUSTOMER without prior written approval from BLIP.
- 8.5. Should the type of Service is changed, CUSTOMER shall have the obligation to comply with applicable rules of the respective new Service
- All changes occurred on this Subscription Agreement, as a result of modification on connection shall be stated in FB or FF

### Article 9 END OF SERVICE SUBSCRIPTION

- 9.1. Should CUSTOMER resign from Service subscription after the signing of FB or FP.
  - If the BUP's Equipment had not been installed, CUSTOMER must pay 50% of Installation Fee as stated in FB or FP.
  - If the BLIP's Equipment had been installed, CUSTOMER must pay 100% of Installation Fee as stated in FB or FP
- 9.2. CUSTOMER may, in writing, discontinue the Service for each network after the expiration of subscription period in accordance with Article 3 of this Subscription Agraement. Request for the discontinuation must be Accepted by BLIP at the latest 30 (thirty) calendar days before the discontinuation. Final invoice shall be calculated in Agreement. Request on the descrimination must be accepted by cluring the enterty (thirty) calender days before the discontinuation. Final invoice shall be calculated proportion with the recurring month if CUSTOMER apply the request for discontinuation in accordance with Article 9.2 of this Subscription Agreement.
- BLIP may discontinue the Service as stipulated in Article 10.1 and Article 10.2 of this Subscription Agreement, Additionally, BLIP may discontinue the Service without having to undergo the procedure as mentioned in Artile 10.1 and 10.2 due to the following
  - Operational license of CUSTOMER is revoked or suspi
  - CUSTOMER is awarded as bankrupt or in the process of bankprutcy, apply for a suspension debt repayment obligation of perform actions in relation to insolvency;
  - CUSTOMER does not provide correct information in FB or FP
  - CUSTOMER does not perform its obligations in the exact order in accordance with the provisions and conditions governed in this Subscription
  - CUSTOMER performs matters which are restricted in Subscription
- Should discontinuation of Service occured prior to the expiration of subscription period, due to the reasons as governed in this Article 9, CUSTOMER still have the obligation to pay minimum Monthly Fee (including Transaction Fee) until the subscription period, ends. This Article 9.4 still apply although this Subscription Agreement had been discontinued or terminated. Except that discontinuation of Service is due to the use of other RLIP service by CUSTOMER. other BLIP service by CUSTOMER
- 9.5. Should discontinuation of Service is due to Article 9.4, BLIP may terminate this Agreement, For the termination of this Agreement, CUSTOMER and BLIP agree to walve the Article 1266 and Article 1267 of Indonesian Civil Code with regard to the requirements of Judge decision for a termination of an agreement.

### Article 10 SANCTION

10.1. Should CUSTOMER does not pay installation Fee and/or Monthly Fee and/or Transaction Fee until the subsequent month and/or violate other obligation as governed in Subscription Agreement due to whatever reason, BLIP shall perform an isolation



- 10.2. Apabita dalam 1 (satu) bulan sejek tanggal Isolir PELANGGAN belum memenuhi kewajibannya tersebut, maka BI.IP akar melakukan pemutusan sambungan tanpa keharusan untuk memberi pemberitahuan lagi kepada PELANGGAN.
- 10.3. BLP akan membuka isolir dalam waktu selambaHambahnya 7 (tujuh) hari kerja, apabila kemudian PELANGGAN melunasi biaya-biaya sebagaimana dimaksud dalam Pasal 10.1 dan/atau biaya lain yang tertunggak berdasarkan Perjanjian Bertangganan ini dan menginformasikin kepada BLIP tentang petunasan yang telah dilakukan dan/atau menurut BLIP telah melaksanakan kewajiban seperti yang diatur dalam Perjanjian Bertangganan.
- 10.4. Apabila PELANGGAN belum melunasi tunggakan-tunggakan-tunggakan tersebut Pemutusan, BLIP dapat menuntut pilunasan tunggakan-tunggakan tersebut melalui proses hukum. Seluruh biaya proses tersebut akan dibebankan kepada
- 10.5. Dengan pemutusan Jasa dan/atau berakhirnya Perjanjian Berlangganan ini, maka Perangkat yang dilokasi PELANGGAN wajib dikembalikan oleh PELANGGAN kepada BLIP dalam keadaan lengkap dan tanpa adanya cacat baik yang terlihat maupun yang tersembunyi. Namun demikian, BLIP dapat mengambi Perangkat dalah DELANGAN BELANGGAN MENANGEN M dari lokasi PELANGGAN, PELANGGAN dengan ini memberi persetujuan kepada BLP untuk melakukan pengambilan kembali Perangkal dari lokasi PELANGGAN. Persetujuan yang diberikan PELANGGAN dalam Pasal 10.5 ini tidak akan diterik kembali deh PELANGGAN.
- 10.6. Blaya yang timbul dari pelaksanalin Pasal 10.5. menjadi tanggungan PELANGGAN. Pelanggan mengakui lilak dari BLIP untuk mengambil segala tindakan yang pertu untuk melaksanakan kelontuan pasal 10.6. ini.
- 10.7. Apabila perangkat yang ditempatkan di lokaci PELANGGAN hilang, rusak atau musnah karena sebab apapun (kecuali hal-hal sebagaimana diatur dalam Pasal 12) maka PELANGGAN setuju dan wajib mengganti Perangkat tersebut atau mengganti sesuai dengan harga Perangkat saat kehilangan terjadi paling lambat 1 (satu) bulan setelah kejadian.
- 10.8. BLIP berhak mengambil Perangkat BLIP di lokasi PELANGGAN salama masa

- Pasal 11
  TANGGUNG JAWAB ATAS PERANGKAT

  11.1. Perangkat BLIP dan segala fasihtas pendukungnya yang digunakan untuk penyelenggaraan Jasa tetap berada dalam kepemilikan BLIP.
- 11.2. Perangkat, Sarana Pendukung dan segala fasilitas lainnya milik PELANGGAN yang digunakan untuk penyelenggaraar Jasa menjadi tanggung jawab dan telap berada dalam kepemilikan PELANGGAN.
- 11.3. PELANGGAN wajib memberikan aksas (vang bebas dari hambatan termasuk yang berasal dari pemilik atau panghuni lokasi) ke lokasi PELANGGAN untuk kaperluan pemeliharaan, pemeriksaan, perbaikun, pengalihan maupun pencabutan Perangkat BUP dan untuk iku selaksari ya mempudakan kepada BUP segaligi dan perselujuan dari pemilik atau Pihak yang menguasai lokasi tersebut bila

- Pasal 12

  KEADAN KAHAR

  12.1. PELANGGAN dan BLIP tidak bertanggung jawab atas terhentinya, tertundanya pemenuhan Perjanjian Berlangganan dalam hal terjadinya Keadaan Kahar a.n bencana atam, (termasuk gempa bunit, tanah longsor, banjir, badai, angin topan,ganggun asmosferik), kebakaran, perang, huru-hare, pemogokan, pemberutakan dan angitarah. pemberontakan dan epidemi.
- 12.2. Semua kerugian dan baya yang diderita akibat terjadinya Keadaan Kahar akan ditanggung sendiri oleh Pihak yang bersungkutan.

### Pasul 13

- 13.1. PELANGGAN harus memelihara status terahasiaan semua hasil kerja dan tidak dibenarkan untuk memberikan alau menyiarkan kepada Pihak manapun, baik dalam bentuk lisan maupun tertulis tanpa persetujuan tertulis terlebih dahulu dari BLP selams berlakunya Perjanjian Berlangganan maupun setelah berakhirnya berjanjian Berlangganan maupun setelah berakhirnya Perjanjian Berlangganan ini.
- 13.2. Segala informasi dan data yang diberikan kepada PELANGGAN ataupun diketahui oleh PELANGGAN datam rangka pelaksanaan Perjanjian Bertangganan ini bersifat ratsasia dan PELANGGAN wejib menjaga kerahasiaan informasi, data serta modul dimaksud dengan tidak memberikan kesempatan kepada Pihak manapun untuk memperoleh atau mendapatkannya.
- 13.3. Dokumen berupa data, laporan dar informasi lainnya yang diterima oleh PELANGGAN selama Perjanjian Berlang janan adalah milik BUP dan tidak boleh diberikan kepada Pihak manapun tanpa in tertulis terlebih dahulu dari BUP.
- 13.4. Apabila PELANGGAN melanggar ketentuan dalam Pasal ini, PELANGGAN akan dikenakan sanksi dalam bentuk denda terhadap pelanggaran kerahasiaan. Denda terhadap pelanggaran kerahasiaan ini akin ditentukan berdasarkan kerugian yang dalami BLP dalam segata bentuk, Besalan dari denda pelanggaran kerahasiaan ini akan ditentukan berdasarkan pertimbengan BLP. sarkan pertimbangan BLIP.

### Pasil 14

Pasel 14

PENYELESALAN PERSELISIHAN

Apabila dalam pelaksanaan Perjanjian Berlangganan ini timbul perbedaan pendapat atau perselaishan maka BLIP flan PELANGGAN akan berusaha untuk menyelasakan secara musyawarah untuk mencapai sepakat. Untuk tip Pihak yang menuntut harus memberitahukan Pihak yang lain secara tertulis. Apabila dalam waktu 60 hari sijaik tanggal pemberitahuan tersebut perbedaan pendapat atau perselaishan belum dapat diselesairan secara musyawarah mufakat, maka penyelesaiannya dilakukan melalui Pengadian Negeri Denpasar. 14.1. Apabila dalam pelal

- 10.2. Should in 1 (one) month after the Isolation date, CUSTOMER had not fulfilled the respective obligation, BLIP shall perform a disconnection without having to provide notice to CUSTOMER.
- 10.3. BLIP shall open the Isolation not later than 7 (seven) working days, should CUSTOMER settle all the outstanding fee as stipulated in Article 10,1 or any other outstanding fee based on this Subscription Agreement and inform BLIP regarding the respective settlement, and/or under BLIP's consideration, CUSTOMER had fulfill the obligation as governed in Subscription Agreement.
- 10.4. Should CUSTOMER had not fulfilled its outstanding payments after Termination, BLIP may claim for a settlement of the respective outstanding payments through legal proceedings. All cost for the respective process shall be borne by CUSTOMER.
- 10.5. With termination of Service and/or the end of this Subscription Agreement, Equipment in the location of CUSTOMER must be returned by CUSTOMER to BLIP in complete condition with no defection whether dearly seen or hidden. Nevertheless, BLIP may relake Equipment form CUSTOMER's location. CUSTOMER retreby grants approval to BLIP to retake Equipment from CUSTOMER's location. Approval granted by BLIP in this Article 10.5 shall not be revoked by CUSTOMER
- 10.6. All cost occured due to the performance of the provisions of article 10.5 shall be borne by CUSTOMER. CUSTOMER acknowledge BLIP's right to take all measure to enforce the provisions of this article 10.6.
- 10,7. Should Equipment placed in CUSTOMER location is lost, damaged or vi Should Equipment places in COSTOMER location is lost, damaged or venien due to whatever reason (except for the reasons as governed in Article 12), CUSTOMER agree and obliged to compensate BLIP for the respective Equipment or to replace the Equipment according to the price of Equipment at the time of lost not later that 1 (one) month after the lost occured.
- 10.8. BLIP shall have the right to retrieve Equipment from CUSTOMER's location during the Isolation period

### Article 11 RESPONSIBILITY TOWARDS EQUIPMENT

- 11.1. BLIP's Equipment and all the supporting equipment used for the operation of Service shall remain under the ownership of BLIP.
- 11.2. Equipment. Supporting Equipment and other facility owned by CUSTOMER which had been used for the operation of Service shall be the responsibility and remain under the ership of CUSTOMER
- 11.3. CUSTOMER have the obligation to provide access (free from any obstruction or hindrance, including that from the owner or occupant of a location) to CUSTOMER's premises in order to perform maintenance, inspection, repairing, removal or retrieval of Equipment, Subsequently, for such purpose, to immediately provide BLIP all permits. and consents from the owner or occupant controlling the location, if necess

### FORCE MAJEURE

- 12.1. CUSTOMER and BUP shall not be responsible for the halt or suspension of the fulfillment of this Subscription Agreement should a Force Majeure occured, which shall consist among others: natural disasters (including earth quake, landslide, flood, storm, typhoon, atmosferic disturbence), fire, war, flot, stoppage, rebellion and epidemic.
- 12.2. All loss and cost sufferred due to Force Majeure shall be borne by the respective party.

### Article 13

- 13.1. CUSTOMER must maintain the confidentiality status of all work result and is prohibited to provide, convey to other parties whether verbally or written without prior written consent from BUP for the validity period of Subscription Agreement as well as after the
- 13.2. All information and data provided to CUSTOMER or become the knowledge of CUSTOMER for the performance of this Subscription Agreement shall be confidential in nature and CUSTOMER must maintain confidentiality of information, data and module by not allowing any chance to any party to obtain or acquire them.
- 13.3. Documents in the form of data, report and other information received by CUSTOMER during the Subscription Agreement belongs to BLIP and shall not be conveyed to other party without prior written consent from BLIP.
- 13.4. Should the CUSTOMER violate the terms of this clause, the CUSTOMER shall be imposed a sanction in the form of confidentiality violation penalty. This confidentiality violation penalty shall be determined based on the damages suffered by BLIP in any form. The amount of this violation penalty shall be solely determined by and the sole discretion of , BLIP.

### DISPUTE SETTLEMENT

14.1. Should in the performance of this Subscription Agreement a difference of opinion or dispute occurred. BLIP and CUSTOMER shall try to settle it through defiberations to reach consensus. Accordingly, the claiming party must inform inform the counterpart in writing. Should in 80 days after the date of notice, the respective difference of opinion or dispute had not been settled, the settlement shall be performed through the District



- Penal 15
  PENGGABUNGAN, PELEBURAN, PENGAMBILALIHAN DAN PEMBUBARAN
  18.1. Delem hal BUP etau PELANGGIN melaksanakan pengabungan darintabu
  peleburan darintabu pengambilathar maksi syarah-yarah Pelanggahan
  ita tatap bedalau, oleh karans du isak dan kawajan PELANGGAN atau BUP
  dalem peleksanaan Perjanjan Bedainganan ni totap mengikat keduabelah Pihak
  ataupun lepade Perseroan (badan hukum) penggaranya.
- 15.2. Daltum hall BUP stau PELANGGAN metakukan pembubaran kacuali pembubaran akabat penggabungan dan/atau pelaburan maka hak dan kawajiban kedua belah Pinak yaitu BUP dan PELANGGAN akan daselesaikan sesuai ketentuan hukum.

### Pami 18 PENAHSAHAN ATAU PENGURANGAN

- nambahan dan/stau pengurangan Jasa hanya dianggap sah sesalah mendapat untah tartaks dari PELANGGAN dengan menyebutkan janis dan data-data
- Delam hal penembehen Jese melo: PELANGGAN bertevegiber membeyar blays penambehen beit untak Bisnye Penesengan, Buya Butanan dan Bisnya Transaks sejak diserbitkannya BAA untuk penembehan masing-mesing Jese dan diskulutan setalah BLIP mengelustran tephan separa detentukan dalam Pasal 7.2 Perjanjan Bertanggenan Pembeyaran dela PELANGGAN herus tetap diskulutan walaupun perubahan terhadap Penganan Bertangganan belum distandatangan selah Para Pihak. Besamya bisnya panambehan akan distapkan oleh BLIP.

# Peast 17 17.1. Perjanjian Berlangganan ini bunduk kapada hukum yang berlaku di Indonesia, termasuk persturan seria kebijakan pemerintah terinya mengenal telakomunikasi yang berlaku di Indonesia.

- 17.2. Apabila ada hai-hai yang bidak atau balum dastur dalam Perjanjan Berlangganan jau, mata hai-hai tersebut akan diaur dan distaptian kemudian secara tertulis dengan latap mempanhakkan katenjuan-ketanjuan dan peraturan-peraturan marm BLP dan hukum yang berlatu Indonesia.
- 17.3. Apable terpid perbadaan data arters BLP dengen PELANGGAN, maka data yang alamit adalah data yang ada pada BLP PELANGGAN wegle membentahukan sebap perubahan data-data PELANGGAN, termesuk namun bigis terbataa nama, alamat, penguna, NPWP tepada BLP, Segala basya dan barugsan yang delaters BLP yang desebabkan dah bidak diaportannya perubahan data PELANGGAN akan menjedi tanggung eweb dan disaghikan kapada PELANGGAN.
- 17.4. Perperjen Berlanggenen mi dibust delem Behasa Indonesse dan Behasa Inggra dan keduanya berlatu sah. Jita terjad perbedaan interpretasi antara teta Behasa Indonessa dan telas delem Behasa Inggris maka teta Behasa Indonessa akan
- 17.5. Perjamjan Betangganan ini malipuli Lampiran, Destripsi Jana, FB, FP, BAA dan datuman-datuman lainnya yang nilevan dengan penyedaan dan pengaperasian Jana dan semuanya menupatan ustu kasatuan yang sidak dapat dipashkan Datam hal terpad terdelanasuran entara kastensan datam Penjanjan Berlangganan ini dengan ketersuan datam Lampiran, Destripsi Jana, FB, FP, BAA atau dokuman lainnya tersebut datam Perjanjian Berlangganan ini yang berlatu.

### MERGER, CONSOLIDATION, ACQUISITION AND DISSOLUTION

- 16.1. Should BLP or CUSTONER perform marger and/or consolidation and/or ocquested forms of the Subscription Agreement still apply therefore, rights and obliques CUSTONER or BLP in performing this Subscription Agreement shall band both an or the new logal entity se the replacement.
- 15.2. Should BLIP or CUSTOMER perform desclution unless for desclution due to marge and/or consolidation, rights and obliquitions of BLIP and CUSTOMER shall be willed as accordance with the prevailing laws.

- Powel 14
  ADDITION OR REDUCTION
  16.1. Addition and/or reduction of Senos shall only be conscient settruction from CUSTOMER stating the types and network data
- 18.2. In addition of Benice, CUSTOMER have the obligation to pay for addition of Service both for installation Fee, Monthly Fee and Transaction Fee starting from the assurance SAA for addition of sech Service and perform after BLIP sesses an encace as objusted in Ander 7.2 of this Agreement. Psyment by CUSTOMER must be performed albeit the fact that a modification of Subscription Agreement had not been eighed. The amount of additional fee shall be determined by BLIP.

- Article 17
  OTHERS

  17.1. This Agreement is governed by the provising fame in indonesia, including governous policy regarding telecommunication, applicable on indonesia.
- 17.2. Should there are other meltiers which had not been governed in the Subscript Agreement, the respective matters shall be agreed upon subsequently in writing we considering the internal terms and regulations of BLIP and the prevaling law.
- 17.3. Should there is decrepancy on data between BUP and CUSTOMER the accounte data is Data in BUP CUSTOMER must inform any changes of CUSTOMER's data, including without limitation names, address, managers, Tex registration number, to BUP All cost and loss incurred by BUP as a result of negligence by CUSTOMER to inform the changes of CUSTOMER's data shall be the responsible of and will be bitled to CUSTOMER.
- 17.4. This Subscription Agreement is made in Indonesian language and English language which both of them shall be considered valid. Should there is a different interpretended with the control of the Indonesian variation and English variation, the Indonesian variation prevail.
- 17.6. This Subscription Agreement shall also consist of Atsochment, Service Description, FB, FP, BAA and other relevant documents related to the provision and operation of Service of which shall considered as an integral and inseparable part. Should there is discripance between this Subscription Agreement with the provisions in Attachment, Service Description, FB, FP, BAA or other documents respectively, this Subscription Agreement shall prevail.



PT, BGRINTERNATOE AND CHIDER

Manager Area NTB

The Combok Lodge
Cherming Boutique Hotel
The Dining Restaurant Pedana Beach Tanjung Lombok Utara

Lampiren : 6