

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

MICROSOFT ONLINE SUBSCRIPTION SERVICES

This Service Schedule is attached to Order ref no. _____ issued pursuant to a Master Services Agreement no. _____ dated _____ entered into between Adventus Singapore Pte. Ltd. (the “**Supplier**”) and _____ (the “**Customer**”) (this “**Service Schedule**”).

1. Definitions

1.1. In this Service Schedule:

Consumption Offering or Commitment Offering	describes categories of Subscription offers specified in Clause 3.1.
Customer Agreement	means the Microsoft agreement with a Customer that is used to grant a right to the applicable Product(s) to that Customer from time to time.
Customer Data	has the meaning ascribed to it in Clause 7.1.
Managed Service Solutions	means a managed IT service Adventus provides to Customer that consists of the administration of and support for Microsoft Online Services.
Microsoft	means Microsoft Regional Sales Corporation.
Microsoft Online Services	means any of the Microsoft-hosted services which the Customer subscribes to under this Agreement.
Offer Details	means the pricing and related items applicable to a Subscription, as published in the Portal.
Portal	means https://sg.innovixcloud.com/#/Dashboard or a successor site.
Product(s)	means any Microsoft Online Service (including any Software).
Sales Agreement	means the sales agreement entered into between Adventus and Customer.
Software	means any Microsoft software provided by Microsoft and/or Adventus for installation on Customer's device as part of Customer's Subscription or to use with the Microsoft Online Services to enable certain functionality.
Subscription	means an enrolment for Product(s) for a defined Term. A Customer may purchase multiple Subscriptions, which may be administered separately.
Subscription Fee	has the meaning ascribed to it in Clause 4.1.
Term	means the duration of a Subscription (e.g. monthly or annually).
Territory	means Singapore.

1.2. All capitalized terms used in this Service Schedule which are not defined herein shall have the definition given to them in the Agreement.

2. Use of Microsoft Online Services, Non-Exclusivity and Territory

- 2.1. Adventus grants Customer the right to access and use the Microsoft Online Services and to install and use the Software included with the Subscription, as further described in this Agreement. Adventus reserves all other rights and Adventus assumes no responsibility or liability for the quality of any Products(s).
- 2.2. This Agreement is non-exclusive.
- 2.3. Customer may use the Product(s) only in accordance with this Agreement. Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product(s), except to the extent applicable law permits it despite these limitations. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters its use of the Microsoft Online Services. Customer may not rent, lease, lend, resell, transfer, or host the Product(s), or any portion thereof, to or for third parties except as expressly permitted in this Agreement.

- 2.4. Customer acknowledges and agrees from time to time Microsoft may (i) modify a Product, or may release a new version of a Product at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order or law, or to advance innovation in its Product offerings and (ii) add new features or functionality to, or remove existing features or functionality from a Product.

3. Orders, Subscription and Renewal

- 3.1. Customer shall place orders for Product(s) through Adventus's designated Portal. The Portal provides Offer Details for available Subscription offers, which generally can be categorised as one or a combination of the following:
- 3.1.1. **Commitment Offering.** Customer commits in advance to purchase a specific quantity of Product(s) for use during a Term and to pay upfront or on a periodic basis in advance of use. With respect to Microsoft Azure services and/or Microsoft Sharepoint services, additional or other usage (for example, usage beyond Customer's commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.
 - 3.1.2. **Consumption Offering.** Customer pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.
- 3.2. By ordering or renewing a Subscription, Customer agrees to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Product(s) are offered on an "as available" basis.
- 3.3. Some offers may permit Customer to increase the quantity of Product(s) ordered during the Term of a Subscription. Additional quantities of Product(s) added to a Subscription will expire at the end of that Subscription. For the avoidance of doubt, Customer is not at any time permitted to reduce the quantity of Product(s) below Customer's committed quantity.
- 3.4. Upon receipt and acceptance of a valid order for Product(s), Adventus will provide Customer with the administrative log in credentials Microsoft provides for accessing the applicable Product(s). Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of Product(s). Customer must promptly notify Adventus about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Product(s).
- 3.5. Adventus shall provide Product(s) to Customer on a monthly or annual basis. Renewal of the Subscription shall be as follows:-
- 3.5.1. Upon renewal of the Subscription, the renewed Subscription shall thereafter be governed, by the relevant terms and conditions found at the following link:- <http://www.adventusasia.com/sales-agreement-terms.php>, on the date on which the Subscription is renewed (the "**Renewal Terms**"). If Customer does not agree to any Renewal Terms, Customer may decline to renew the Subscription.
 - 3.5.2. For **Commitment Offerings**, Customer may choose to have a Subscription automatically renew or terminate upon expiration of the Term. Automatic renewal is pre-selected. Customer can change its selection at any time during the Term.
 - 3.5.3. For **Consumption Offerings**, your subscription will renew automatically for additional monthly or annual terms (as the case may be) until Customer terminates the Subscription.
- 3.6. Microsoft may send direct communications to Customer related to the terms of the Customer Agreement or the operation or delivery of the Product(s). Customer agrees and acknowledges that Adventus shall provide Microsoft with contact information for the appointed administrator of Customer.
- 3.7. Customer must accept a Customer Agreement to order Product(s) from Adventus. If Microsoft updates the Customer Agreement then Customer must accept the new Customer Agreement at or before renewal of their Subscription. By placing an order with Adventus, Customer (i) represents and warrants that it has accepted the Customer Agreement terms and (ii) agrees to pay Adventus for all its orders submitted to Adventus for Product(s). If Customer does not accept the terms of the Customer Agreement, Customer shall be liable to Adventus for any costs and damages incurred by Adventus and/or Microsoft as a result of such failure.
- 3.8. With respect to Microsoft Online Services including Microsoft Azure services, Customer must not allow multiple users to directly or indirectly access any such services and/or features that is made available on per-user basis.

4. Pricing

- 4.1. Adventus will specify the price of the Product(s) (the "**Subscription Fee**") and manner of payment in the Sales Agreement and/or the Portal.
- 4.1.1. For **Commitment Offerings**, the price of the Product(s) may be based on the quantity of Product(s) ordered. During the Term of Customer's Subscription, prices for Product(s) will not be increased from those specified in the Sales Agreement and/or posted in the Portal (whichever is relevant) at the time Customer's Subscription became effective or was renewed. All prices are subject to change at the beginning of any Subscription renewal.
 - 4.1.2. For **Consumption Offerings**, pricing is subject to change at any time upon notice.
- 4.2. For price increases (if any), Adventus shall provide Customer with not less than fourteen (14) days' notice and such notice shall be provided to Customer through electronic or physical mail or facsimile.

- 4.3. Unless otherwise stated in the Sales Agreement, any deposit/down payment shall be payable in full within seven (7) days from the date of invoice. All other sums shall be paid in accordance to the payment terms stated in the invoice.
- 4.4. Late interest shall be charged on any amounts due at 2% per month calculated on a daily rest.
- 4.5. Any deposit/down payment paid by the Customer is not refundable.

5. Term, Termination and Suspension

- 5.1. This Agreement shall remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest (the "**Term**").
- 5.2. The termination policy for the offers are as follows:-
 - 5.2.1. For **Commitment Offerings**, if Customer terminates a Subscription at any time during the Term, Customer must pay for the remainder of the Term, and no refunds will be provided for fees paid to Adventus.
 - 5.2.2. For **Consumption Offerings**, Customer may terminate a Subscription at any time during the Term; however, Customer must pay all amounts due and owing before the termination is effective.
- 5.3. Adventus may terminate this Agreement at any time on giving Customer fourteen (14) days prior notice.
- 5.4. In the event that Customer fails to make payment of the Subscription Fee, any and all amounts payable under this Agreement shall become immediately due and payable without any demand or notice.
- 5.5. Adventus has the right to suspend Customer's use of Product(s) if: (1) it is reasonably needed to prevent unauthorised access to Customer Data; (2) Customer does not pay amounts due under this Agreement; or (3) it is informed by Microsoft that Customer is in breach of Microsoft's terms and conditions for use of Product(s). Adventus will give notice before it suspends Customer's use of Product(s), except where Adventus reasonably believes it needs to suspend such use immediately. Adventus will provide at least 30 days' notice before suspending for non-payment. If Customer does not fully address the reasons for the suspension within 60 days after Adventus suspend, Adventus may terminate Customer's Subscription and delete its Customer Data without any retention period. Adventus may also terminate Customer's Subscription if its use of the Product(s) is suspended more than twice in any 12-month period.

6. Support Services

- 6.1. During the Term, Adventus shall provide the following services to Customer for all Product(s): account set-up; sign up, accounts and billing; "how to" articles and FAQs; service and software updates; software configuration; performance issues within Adventus' span of control; client connectivity and client desktop; and service availability issues within Adventus' span of control. Further, Customer shall contact Adventus for all operational or technical support questions related to the Product(s).

7. Customer Data

- 7.1. Customer is solely responsible for the content stored on the Product(s) ("**Customer Data**"). Adventus does not and will not assume any obligations with respect to any Customer Data or to the Customer's use of the Product(s) other than as expressly set forth in this Agreement or as required by applicable law.

8. Warranties

- 8.1. Adventus provides no warranties or conditions for Product(s) and disclaims any other express, implied, or statutory warranties for Product(s), including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

9. Limitation of Liability

- 9.1. The following provisions set out Adventus's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under or out of this Agreement; and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
 - 9.1.1. **Event of Default**
Any act or omission on the part of Adventus or its employees, agents or sub-contractors as defined in this Clause shall be known as an "Event of Default". If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
 - 9.1.2. **No Special Damages**
Notwithstanding any of the provisions in this Agreement, Adventus shall not be liable to the Customer or any third party in respect of any Event of Default for any loss of profits, loss of business, loss of revenues, goodwill, loss of data or interruption of use or corruption of data or any type of special, exemplary, punitive, indirect, incidental or consequential loss or damage (including but not limited to demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs), expenses (including taxation), disbursements, cost of procurement of substitute goods, technology, services or rights or other liabilities in any

case of any nature whatsoever which may be made, brought against, suffered or incurred by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Adventus had been advised of the possibility of the Customer incurring such loss.

Further, Adventus shall not be liable to the Customer or any third party for any costs of recovering, programming, or reproducing any program or data stored or used with the Product(s) and any failure to maintain the confidentiality of data stored on the Product(s).

9.1.3. Notice Required

Adventus shall have no liability to the Customer for any Event of Default unless the Customer gives Adventus written notice within thirty (30) days from the date it became, or reasonably ought to have become, aware of the circumstances giving rise to the Event of Default. The Customer must give Adventus at least thirty (30) days after such written notice in which to remedy any Event of Default.

9.1.4. Third Parties

Adventus shall have no liability whatsoever to third parties under any circumstances.

9.1.5. Limitation

Adventus will not be liable for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Product(s) or any part thereof, or for any inadequacy thereof for any purpose, or for any deficiency or defect therein or in the use or performance thereof. Further, Adventus shall not be held liable for any disruption to the performance of the Product(s) caused directly or indirectly by Customer's modification of the quantity of the Product(s) during the Term, regardless of whether such acts are intentional or accidental.

9.1.6. No Additional Remedy

Nothing in this Clause shall confer any right or remedy upon the Customer or any third party to which it would not otherwise be legally entitled.

10. Applicability of the Contract (Rights of Third Parties) Act (Chapter 53B) of Singapore

- 10.1. The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce this Agreement or any of its terms.

11. Governing Law and Dispute Resolution

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 11.2. In relation to any legal proceedings arising out of or in connection with this Agreement, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

12. Miscellaneous

- 12.1. Force Majeure: If the whole or any part of the performance by Adventus of any of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of strikes, labour troubles, floods, fires, accidents, earthquakes, lightning strikes, riots, explosions, wars, warlike conditions, hostilities, acts of government, or other cause of like or different character beyond the control of Adventus, Adventus shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance.
- 12.2. Indemnity: In addition to Clause 13 ("Indemnity") in the Master Services Agreement, Customer shall fully indemnify and hold Adventus harmless against any and all claims and losses suffered by Adventus arising from the performance of its obligations under this Agreement unless such claim or loss would not have arisen except for Adventus's own default.
- 12.3. Duration: This Agreement shall be valid and in force for the period stated in the Sales Agreement, including any renewals or extensions.
- 12.4. Limitation of Liability: Clause 12 of the Master Services Agreement shall apply. In addition, the following shall also apply: Subject to the exclusions or limitations of liability in the general terms and conditions, Adventus's entire liability to Customer in relation to the services referred to in this Agreement, whether under this Agreement or otherwise (including attorney's fees), shall not exceed the total fees for such services paid by Customer to Adventus in the 12 months preceding the date that the cause of action arose.
- 12.5. Entire Agreement: Together with the Master Services Agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, proposals, consents, correspondences, pledges, whether made orally or in writing. There are no understandings, representations or warranties of any kind except as expressly set forth herein. In the event of any conflict or inconsistency between the terms in this Agreement and the Master Services Agreement, the terms herein shall prevail in relation to the provision of the services referred to in this Agreement.
- 12.6. Notices: All notices made pursuant to this Agreement must be made in writing.