

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

EXTENDED WARRANTY SERVICES

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

WHEREAS

A. The Devices covered under this Service are set out in **Appendix A** (“Equipment List”) to the Order Form.

NOW, THEREFORE, it is hereby agreed as follows:

1. Scope of Services

- 1.1 The Supplier may inspect the Devices before or after the effective Service commencement date. If a Device is found to be unacceptable for this Service during the inspection, the Supplier shall advise the Customer of the additional service or machine part charges required to restore the Device to an acceptable condition for this Service.
- 1.2 After the inspection, any subsequent changes to the Devices listed in **Appendix A** may be effected only by way of a written addendum to **Appendix A**.
- 1.3 The Supplier shall render the Services to the Customer described in **Annex A** during the working hours specified in the Order Form (“**Principal Working Hours**”).

2. The Supplier's Responsibilities

- 2.1 Throughout the term of this Service Schedule, the Supplier shall:-
 - 2.1.1 perform the services as set forth in **Annex A** (the “**Services**”) with all due care and skill; and
 - 2.1.2 provide a single point of contact for the resolution of the Devices related problems.

3. Customer's Responsibilities

- 3.1 To enable the Supplier to perform its obligations under this Service Schedule, the Customer agrees to:-
 - 3.1.1 grant the Supplier access to the Devices to conduct an inspection. If for whatsoever reasons, Customer is unable to provide an inspection for the Devices, the Supplier shall only be required to use reasonable endeavours to stock the required spare parts on a best effort basis;
 - 3.1.2 maintain a backup copy of the software and data, hardware and network configuration and schematics;
 - 3.1.3 decide when the Devices need service. Before requesting service, where applicable, agree to perform problem determination procedures, which include running the diagnostic aid program, problem analysis, and service request procedures that the Supplier provides; and
 - 3.1.4 make appropriate personnel available at site to assist the Supplier in the performance of the Supplier's responsibilities.

4. Request for Services

- 4.1 All service calls shall be logged to the Supplier's Technical Support Email / Hotline. The Customer is required to provide the information stated below when submitting a service call so that the call can be processed quickly. It is important that the information provided is correct to avoid delay in the call logging process.
 - 4.1.1 Caller's name and Caller's company name;
 - 4.1.2 A telephone number where the caller can be contacted;
 - 4.1.3 The system type/model;
 - 4.1.4 The serial number of the system; and
 - 4.1.5 Problem description, extent of failure and the action taken so far.

4.2 The Supplier's Support Engineer will attend to the call promptly upon successful verification. The contact details for the Services shall be as follows:-

Technical Support Email / Hotline: service@adventusasia.com.com / 6100 3310

5. Customer's Undertakings

5.1 For the duration of this Service Schedule, the Customer undertakes to the Supplier:-

5.1.1 to comply with all applicable laws and regulations;

5.1.2 to comply with the terms of its agreement with the Supplier;

5.1.3 The Supplier's performance of the Services as requested by the Customer will not infringe the intellectual property or other proprietary rights of any other third party; and

5.1.4 Not to copy, modify or translate intellectual property or related documentation belong to the Supplier, or decompile, disassemble or reverse-engineer any of the Supplier's intellectual property, or to grant any other party the right to do so;

6. Fees and Expenses

Customer shall pay the Supplier the Fees in the amount and manner stated in the Order Form.

7. Representations and Warranties

7.1 The Customer represents and warrants to the Supplier that:-

7.1.1 the Customer owns or has the legal title and rights to the Devices; and

7.1.2 the Customer's request for the Services is not a breach of any existing laws, regulations or agreement which the Customer may have with any third party.

7.2 The Supplier represents and warrants to the Customer that:-

7.2.1 the Supplier has the legal right and authority to perform the Services; and

7.2.2 the provision of Services by the Supplier does not contravene any laws and regulations.

8. Force Majeure

If the whole or any part of the performance by either party of any of its obligations under this Service Schedule is prevented, hindered or delayed or otherwise made impracticable by reason of strikes, labour troubles, floods, fires, accidents, earthquakes, lighting strikes, riots, explosions, wars, warlike conditions, hostilities, acts of government, or other cause of like or different character beyond the control of either party, and either party 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.

9. Indemnity

In addition to Clause 13 ("**Indemnity**") in the Master Services Agreement, the Customer shall fully indemnify and hold the Supplier harmless against any and all claims or losses suffered by the Supplier arising from the performance of its obligations under this Service Schedule unless such claim or loss would not have arisen except for the Supplier's own default.

Further, the Customer shall fully indemnify, defend and hold harmless the Supplier from and against any and all claims, demands, actions, damages, liability, judgments, expenses and costs arising from (i) performance of the Services in accordance with the Customer's instructions; (ii) the manner in which the Customer conducts its business; (iii) claims relating to a breach of applicable laws and regulations including but not limited to (a) infringement or misappropriation of intellectual property rights, defamation, libel, slander, obscenity, pornography or violation of rights of privacy or publicity, or (b) spamming, or any other offensive, harassing or illegal conduct; (iv) any breach by Customer of any warranty or obligations hereunder; or (iv) violation of any law or regulation by Customer.

10. Non-Solicitation

The Customer and its related parties shall not directly or indirectly during the term of this Service Schedule or within two (2) years after the date of expiry of this Service Schedule, employ or make any attempt to offer employment, or procure or assist any other party to employ, any of the Supplier's employees for its own use or another's employ or benefit.

11. Duration

This Service Schedule shall be valid and in force for the period stated in the Order Form, subject to any renewals and extensions.

12. Disclaimer and Limitation of Liability

Clause 12 of the Master Services Agreement shall apply. In addition, the following disclaimers and limitation of liability shall also apply:

THE SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

CUSTOMER AGREES, TO THE EXTENT PERMITTED BY LAW, THAT THE SUPPLIER SHALL NOT BE LIABLE FOR ANY CLAIM INVOLVING, CONCERNING OR RELATED TO THE LOSS OR DESTRUCTION OF CUSTOMER DATA OR ANY PORTION THEREOF OR FOR ANY DAMAGE EITHER TO PERSON OR PROPERTY SUSTAINED BY CUSTOMER OR ANY OTHER PERSONS ARISING FROM PERFORMANCE OF THE SERVICES.

UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST DATA OR LOST GOODWILL HOWSOEVER CAUSED EVEN IF THE SUPPLIER HAS BEEN EXPRESSLY INFORMED OF THE SAME IN ADVANCE. THE SUPPLIER'S MAXIMUM LIABILITY IN ANY CLAIM ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT WHICH THE CUSTOMER HAS PAID TO THE SUPPLIER FOR SERVICES FOR THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE DEEMED TO ASSUME OR BE LIABLE FOR THE BUSINESS AND OPERATIONAL RISKS ASSOCIATED WITH THE CUSTOMER'S OWN BUSINESS ACTIVITIES.

13. Entire Agreement

Together with the Master Services Agreement, this Service Schedule constitutes the entire agreement between the Supplier and Customer with respect to the provision of the Services and supersedes 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 Service Schedule and the Master Services Agreement, the terms herein shall prevail in relation to the provision of the Services in this Agreement.

ANNEX A

EXTENDED WARRANTY SERVICES

Service Maintenance Coverage

- Unlimited phone support
- Hardware problem analysis and determination
- Hardware 1-1 parts replacement
- Remote problem assistance
- Recover system up to Operating System (OS) level if problem is due to hardware
- Provide advisory support of standard publicly available corrections of the OS software, upon customer request

Table 1: Severity Classifications and Response Time

Committed Response Time	Severity 1	Severity 2	Severity 3
4 Hours	4 Hours	Next Business Day	Within 2 Business Days

Supplier's Technical Support is committed to resolving all service calls in a timely manner. All service calls shall be classified according to the severity level defined above when they are first logged with Adventus Technical Support Email / Hotline, with this severity level classification to be agreed with the Customer when the calls are logged. The severity level definition sets the priority guideline for the service response policies so that the field engineers are focused in bringing all service calls to a closure within the shorted time possible.

• **Severity 1 (Urgent – System Unusable):**

A complete loss of critical business functions due to the malfunction of the hardware. Problems are affecting an organisation, the system is unusable and no alternative is available.

• **Severity 2 (Serious - System Seriously Impaired):**

A partial loss of critical business functions due to malfunction of the hardware. Problems are degrading the performance of critical systems.

• **Severity 3 (Non-Critical):**

A degradation or loss of a non-critical business function due to the malfunction of the hardware and the problem can be circumvented.