

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

MANAGED 2FA 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:

Activation	means an occasion on which Supplier approves an Activation Request.
Activation Request	means a request by Customer for the Services.

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. Services

- 2.1. This Service Schedule governs the provision of the services described in **Annex A** hereto (the “**Services**”). Supplier may make commercially reasonable modifications to **Annex A** from time to time upon notice to Customer.
- 2.2. Unless otherwise specified by Supplier, orders for the Services shall be as specified in the Order Form.
- 2.3. Subject to the terms of this Agreement and full payment of all applicable Fees, Supplier shall provide to Customer the Services specified in the Order Form and as described in **Annex A**.

3. Activation Request

- 3.1. During the term of the Order, Customer may submit to Supplier Activation Requests in the manner and during the working hours specified in the Order Form (“**Principal Working Hours**”) or as otherwise notified by Supplier to Customer from time to time:
- 3.2. An Activation Request shall be:
- 3.2.1. true, complete and accurate in all material respects;
 - 3.2.2. where given by telephone, confirmed in writing to Supplier by fax or email as soon as practicable in the Supplier’s prescribed form as notified to Customer from time to time and signed by the Customer Party whose details have been notified by Customer to Supplier in advance from time to time;
 - 3.2.3. where given or confirmed by fax or email, in the Supplier’s prescribed form as notified to Customer from time to time and signed by the Customer Party whose details have been notified by Customer to Supplier in advance; and
 - 3.2.4. otherwise in accordance with such other Activation instructions and procedures notified by Supplier to Customer from time to time.

4. Activation

- 4.1. Customer acknowledges that the Supplier is a commercial business continuity service provider that offers the Services to multiple Customers. Customer therefore agrees that, in the event of multiple Activation Requests:
- 4.1.1. one or more other Customer Parties specified in the Order Form (“**Authorized Customer Parties**”) may have priority over Customer to the services of Supplier due to the fact that they either have invoked the use of or are using Supplier’s services at the time of Customer’s Activation Request; and
 - 4.1.2. as a result, the Services may not be immediately available to Customer despite Customer’s Activation Request.
- 4.2. In the event of multiple Activation Requests, Supplier shall log all Activation Requests in the order in which they are received. Customer agrees that Supplier shall be the final arbiter in connection with the allocation of its services to the Customers. Supplier shall not be liable to Customer for any failure or delay in the provision of access to or use of all or any part of the Services. If Supplier is unable to provide the Services to Customer, the provision of any alternative services, facilities, equipment and/or resources by Supplier shall be at Supplier’s sole discretion.

5. Customer's Responsibilities

5.1. Customer undertakes:

- 5.1.1. to provide Supplier with a list of Customer Parties authorised by Customer to raise Activation Requests and/or communicate with Supplier on Customer's behalf and always to keep Supplier notified of any changes to this list. Supplier reserves the right to reject any Activation Requests or other instructions or bookings from any person who is not so listed;
 - 5.1.2. to install or authorise Supplier or Supplier Parties to install the necessary software agents on Customer Equipment in order to receive and use the Services;
 - 5.1.3. never to uninstall, deactivate, switch off, disconnect or render inoperable any software agents referred to in sub-clause 5.1.2 above or any Customer Equipment necessary for carrying out the Services;
 - 5.1.4. to supply all necessary Customer Equipment (including, where specified in the Order, the software agents and other Third Party Software) and manage all related operations required for receipt and use of the Services;
 - 5.1.5. to ensure that Customer is duly licensed by the respective licensor(s) (if any) of Customer Equipment to use them and allow Supplier and/or Supplier Parties to use them in connection with the Services;
 - 5.1.6. to only use Equipment which is compatible with and capable of being used in connection with the Services;
 - 5.1.7. to ensure that properly trained and skilled personnel are available to interface with Supplier at all times during Activation and at such other times as required by Supplier; and
 - 5.1.8. to provide support for any of Customer's end users. For the avoidance of doubt, Supplier shall not be obliged to communicate with any of Customer's end users.
- 5.2. All Services shall be subject to the maximum number of users agreed by Customer, as indicated in the Order Form or otherwise specified by Supplier in writing from time to time ("**Maximum User Allocated**"). In the event that the Maximum User Allocated is exceeded, Customer shall bear the additional Fees for the additional users added upon Customer's request at the rates set out in the Order Form or, if no such rates are set out in the Order Form, at the Supplier's then current rates.
- 5.3. Customer shall be solely responsible for ensuring that all Customer Equipment are compatible with and suitable for use in connection with the Services. Customer shall be solely responsible for all results it obtained from the use of the Services.
- 5.4. Customer warrants and undertakes to Supplier that the Customer Equipment is either owned by or licensed to the Customer and is authorised for Supplier's and/or Supplier Parties' use in connection with the Services. Customer shall defend, indemnify, and hold harmless Supplier and Supplier Parties from and against any and all Claims to the extent arising out of or in connection with any unauthorised use on the Customer Equipment in connection with the Services.

6. Cisco Duo 2FA Software

- 6.1. Supplier may use the Third Party Software known as "Cisco Duo 2FA Software" supplied by Cisco Systems, Inc. or its successors and assigns ("**Cisco**") to manage and Services to Customer on a recurring subscription basis. Customer is permitted access to the Cisco Duo 2FA Software, but only through Supplier. Such access is for the limited term stated in the Order Form. Customer's access to the Cisco Duo 2FA Software is subject to termination based on, among other things, its non-payment of the Fees to Supplier. The following provisions shall also apply:
- 6.1.1. Terms and Conditions. The following Terms and Conditions apply to the Cisco Duo 2FA Software and/or to the owner of the Customer Equipment on which the Cisco Duo 2FA Software is installed (hereafter "**MSP Customer**"). MSP Customer's right to benefit from the use of the Cisco Duo 2FA Software is subject to their written agreement with Supplier as a licensed managed service provider of the Cisco Duo 2FA Software (the "**MSP**") and to these Terms and Conditions.
 - 6.1.2. End-User Agreement. Upon successful implementation of the Cisco Duo 2FA Software, MSP Customer is deemed to have accepted and agreed to comply with all terms and conditions of the prevailing end-user software agreement as provided by the Service Provider. The end-user software agreement is a contract entered into between the MSP Customer and the Service Provider.
 - 6.1.2.1. Service Provider may send direct communications to the MSP Customer related to the terms of the end-user software agreement or the operation or delivery of the Cisco Duo 2FA Software. MSP Customer agrees and acknowledges that the Supplier shall provide the Service Provider with contact information for the appointed administrator of the MSP Customer.

- 6.1.2.2. If the Service Provider updates the end-user software agreement, then the MSP Customer must accept the new end-user software agreement at or before renewal of the Subscription. If the MSP Customer does not accept the terms of the end-user software agreement, the MSP Customer shall be liable to the Supplier for any costs and damages incurred by the Supplier as a result of such failure.
- 6.1.3. IP Rights. The Cisco Duo 2FA Software is licensed to the MSP, not the MSP Customer. All title and intellectual property rights in and to the Cisco Duo 2FA Software are owned by the Service Provider or its licensors and the MSP Customer's access to, possession of, or use of the Software does not transfer to the MSP Customer any ownership right to the Cisco Duo 2FA Software. The MSP Customer must cooperate in the uninstall, erasure and/or destruction of all Cisco Duo 2FA Software installed on their computer(s) upon termination or cancellation of their agreement with the MSP, notice from the MSP to do so, or transfer to another person or entity of the computer(s) on which the Cisco Duo 2FA Software is installed. The MSP Customer may not: (a) rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Cisco Duo 2FA Software to any third party, (b) permit any third party to access or use the functionality of the Cisco Duo 2FA Software, (c) make any copies of the Cisco Duo 2FA Software or any printed materials accompanying it, or (d) reverse engineer, decompile, or disassemble the Cisco Duo 2FA Software, unless applicable law, notwithstanding this limitation, expressly permits such activity.
- 6.1.4. Internet Connectivity. The Cisco Duo 2FA Software must have an operating Internet connection permitting it to periodically communicate with the Service Provider's activation server to verify the validity of the Cisco Duo 2FA Software license. If the Cisco Duo 2FA Software is repeatedly unable to communicate the Service Provider's activation server, the Cisco Duo 2FA Software will be deactivated.
- 6.1.5. Termination and Suspension. Without prejudice to any other rights, the MSP may suspend or terminate the MSP Customer's rights to benefit from the Cisco Duo 2FA Software if the MSP Customer fails to comply with these Terms and Conditions. The MSP Customer understands that the functionality of the Cisco Duo 2FA Software may cease, the Cisco Duo 2FA Software may deactivate, and/or the MSP Customer may be required to deactivate the Cisco Duo 2FA Software and destroy all copies of the Cisco Duo 2FA Software in the event of a suspension, termination or cancellation of either their agreement with the MSP or the MSP's agreement with the Service Provider or other third party from which the MSP sourced the Cisco Duo 2FA Software.
- 6.1.6. No Warranty. THE Cisco Duo 2FA SOFTWARE IS PROVIDED AS IS AND WITH ALL FAULTS. THE SERVICE PROVIDER MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING THE Cisco Duo 2FA SOFTWARE OR ANY SERVICES PROVIDED BY AN MSP IN CONNECTION WITH OR IN RELATION TO THE Cisco Duo 2FA SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, NONINFRINGEMENT, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO WARRANTY, DUTY, OR CONDITION OF TITLE OR CORRESPONDENCE TO DESCRIPTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MSP CUSTOMER DISCLAIMS ANY LIABILITY BY THE SERVICE PROVIDER OR ITS LICENSORS FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OR POSSESSION OF THE SOFTWARE OR ARISING FROM THE AGREEMENT OR RELATIONSHIP BETWEEN THE MSP AND MSP CUSTOMER.
- 6.1.7. Product Support. The Service Provider has no obligation to provide Product Support directly to the MSP Customer.
- 6.1.8. No Fault Tolerance. THE MSP CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE Cisco Duo 2FA SOFTWARE CONTAINS TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE Cisco Duo 2FA SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
- 6.1.9. Export Restrictions. The Cisco Duo 2FA Software is of U.S. origin for purposes of U.S. export control laws and MSP Customer agrees that it will comply with those laws, together with all applicable international and national laws that apply to the Cisco Duo 2FA Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions imposed by the U.S. and other governments.

7. 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.

8. 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.

9. Duration

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

10. 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, SUPPLIER'S ENTIRE LIABILITY TO CUSTOMER IN RELATION TO THE SERVICES REFERRED TO IN THIS SERVICE SCHEDULE, WHETHER UNDER THIS AGREEMENT OR OTHERWISE (INCLUDING ATTORNEY'S FEES), SHALL NOT EXCEED THE TOTAL FEES FOR SUCH SERVICES PAID BY CUSTOMER TO SUPPLIER IN THE 12 MONTHS PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE.

11. 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 Maintenance 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 Maintenance Services.

ANNEX A

MANAGED 2FA SERVICES SCHEDULE

Scope of Services

- Services will be provided via Remote Access only.

Service Provider	Software / License	Service Coverage
Cisco	Duo 2FA	Admin Account Creation
		Active Directory / AzureAD Synchronisation
		Tenant Account Provisioning
		Device Agent Installation
		Device Configuration
		End User Account Creation, Deletion and/or Unlock
		Monitor Anomalies and Unauthorised Access from End User device and Server
		24x7 Monitoring on 2FA login for End User