

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

MANAGED 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**").

1. Support Services

- 1.1 Supplier shall provide to the Customer managed services (collectively, the "**Services**" and each, a "**Service**") specified in the Order Form and as described in Annex A. Supplier may assist Customer to procure applicable solution(s) (collectively, "**Applicable Solutions**" and each, a "**Applicable Solution**") in connection with the provision of the Services. Supplier may make commercially reasonable modifications to Annex A from time to time upon notice to the Customer.
- 1.2 The Customer shall inform Supplier, in writing, of the Services it intends to subscribe for, and the number of units of each Applicable Solution(s) it requires (if any).
- 1.3 Supplier shall provide details of the Services in the Order Form. Such details would include pricing, quantity of Applicable Solution(s) and term. In the event that the Customer requires an increase in the number of Applicable Solutions(s), the Customer shall inform Supplier in writing. Upon receipt of request, Supplier shall assist to provide for the additional Applicable Solutions(s) and Customer shall bear the additional Fees for the additional Services at the rates as 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.

2. Supplier's Responsibilities

- 2.1 Supplier shall be responsible to provide the Services specified in the Order Form to the Customer. The Services are as described in Annex A.
- 2.2 Supplier shall provide technical support in relation to each Service via telephone, email or any other remote medium, according to the Support Hours as described in Annex A.

3. Customer's Responsibilities

- 3.1 Upon signing of this Service Schedule, the Customer undertakes to:
 - 3.1.1 provide Supplier with details of Customer's Applicable Solution(s) (if applicable) and Customer's computing device installed with the Applicable Solution in respect of which the Services are to be provided under this Service Schedule (if any) (each, a "**Covered Device**"), substantially in the form set out in Annex B (the "**Covered Applicable Solution List**"), and always to keep Supplier notified of any changes to this list;
 - 3.1.2 install or authorize Supplier to install the necessary Applicable Solution(s) on the Covered Device(s) in order to receive and use the Services;
 - 3.1.3 never to uninstall, deactivate, switch off, disconnect or render inoperable any Applicable Solution(s) or any of the Covered Devices necessary for carrying out the Services;
 - 3.1.4 provide Supplier with administrator rights to Applicable Solution(s), access to software/hardware management portals for Applicable Solution(s) (as the case may be) to perform Services, and transfer software licenses purchased from other third-party vendors to Supplier to provide the Services;
 - 3.1.5 not alter or change the configurations on the Applicable Solution(s) set up by Supplier;

- 3.1.6 designate one primary individual (each, a "**Technical Contact**") to serve as the liaison between the Customer and Supplier. The Customer may change the identities of the Technical Contact from time to time upon reasonable written notice to Supplier;
 - 3.1.7 always contact the Supplier's technical support team for assistance during such hours and by such methods set out in this Service Schedule;
 - 3.1.8 permit the personnel authorised by Supplier at all reasonable times to enter or otherwise have access (including remote access) to the Applicable Solution(s) via the internet or any medium as Supplier deems fit in order to perform the Services; and
 - 3.1.9 co-operate with Supplier, provide information and documentation, make available its facilities without charge and ensure that its staff and agents co-operate and provide assistance as Supplier requires during the performance of the Services.
- 3.2 Customer shall be solely responsible for ensuring that all its equipment is 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.
- 3.3 Customer warrants and undertakes to Supplier that all its equipment is either owned by or licensed to the Customer and is authorised for Supplier's use in connection with the Services. Customer shall defend, indemnify, and hold harmless Supplier from and against any and all claims to the extent arising out of or in connection with any unauthorised use on its equipment in connection with the Services.
- 3.4 If the Applicable Solution is a software, Customer shall not reverse engineer, decompile, disassemble, or work around the technical limitations of such software; disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters the use of such software; and rent, lease, end, resell, transfer, or host such software, or any portion thereof, to or for third parties. The Customer agrees and acknowledges that the Applicable Solution is and will remain the property of the third-party licensor or supplier at all times.

4. Term & Termination

- 4.1 For each Service that the Customer subscribes for, Supplier shall specify (i) the term of subscription in the Order Form (the "**Contract Duration**") and (ii) the start date of the Service ("**Service Start Date**"). The term of subscription shall be on a monthly or yearly basis. In the event that the Service Start Date is not specified in the Order Form on the date of signing of the Order Form, the Service Start Date shall be the earlier of (a) the date of activation of the software or the date of deployment of the hardware (as the case may be) and (ii) the date falling 14 days from the date of signing of the Order Form. The Customer agrees to commence subscription of Services on the Service Start Date.
- 4.2 Notwithstanding the relevant Contract Duration, Supplier shall have the right to terminate this Service Schedule by giving not less than 30 days written notice to the Customer.

5. Fees

- 5.1 For each Service that the Customer subscribes for, Supplier shall specify the unit price for each Applicable Solution provided in connection with such Service (the "**Unit Price**") in the Order Form. The Unit Price shall be on a per month or per annum basis. Supplier reserves the right to change the Unit Price from time to time. Supplier shall communicate any price changes to the Unit Price to the Customer at least 30 days in advance.
- 5.2 Unless otherwise stated in the Order Form, all sums ("**Fees**") shall be paid in accordance to the payment terms stated in the invoice.
- 5.3 If the Customer fails to pay any Fees due to Supplier by the due date of the relevant invoice, Supplier shall be entitled to terminate all Services provided to the Customer by giving the Customer one (01) day written notice. Supplier shall not be liable for any loss or damage arising out of or in connection with such Service termination.
- 5.4 Save as otherwise set out in this Service Schedule, no refunds shall be provided to the Customer for any payments made to Supplier. For the avoidance of doubt, if the Customer prematurely terminates this Service Schedule, Supplier will not refund any amounts that the Customer has already paid, to the fullest extent permitted under applicable law.

- 5.5 In the event that the Applicable Solution requires deployment of hardware and the Supplier deploys hardware to the Customer at a date later than the Service Start Date, Supplier may refund payments made by the Customer for the duration from the specified Service Start Date to the actual date of hardware deployment.

6. Limitation of Liability

- 6.1 Entire Liability: The following provisions set out Supplier'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 Service Schedule; and any representation, statement or tortious act or omission including negligence arising under or in connection with this Service Schedule.
- 6.2 No Responsibility or Liability for Quality of Software: Supplier assumes no responsibility or liability for the quality of the Applicable Solution(s) and does not guarantee the use of the Applicable Solution(s) will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. Supplier provides no warranties or conditions for the Applicable Solution(s) and disclaims any other express, implied or statutory warranties for the Applicable Solution(s), including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.
- 6.3 Event of Default: Any act or omission on the part of Supplier 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 Service Schedule.
- 6.4 No Special Damages: Notwithstanding any of the provisions in this Service Schedule, Supplier 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 Supplier had been advised of the possibility of the Customer incurring such loss.
- Further, Supplier shall not be liable to the Customer or any third party for any costs of recovering, programming, or reproducing any program or data stored in the Applicable Solution(s) and any failure to maintain the confidentiality of data stored in the Applicable Solution(s).
- 6.5 Notice Required: Supplier shall have no liability to the Customer for any Event of Default unless the Customer gives Supplier 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 Supplier at least thirty (30) days after such written notice in which to remedy any Event of Default.
- 6.6 Third Parties: Supplier shall have no liability whatsoever to third parties under any circumstances.
- 6.7 Limitation: Supplier shall not be liable to the Customer for any liability, claim, loss or damage arising out of or in connection with any breach by Supplier of this Service Schedule, or in tort (including negligence) or breach of statutory duties, or arising out of or in connection with the performance of or lack of or the delay in the performance of the Services or the state, condition, use, application and/or exploitation of any item or any matter whatsoever.

All services provided by Supplier are provided or performed on an "as is", "as available" basis, at the Customer's sole risk. Supplier disclaims all representations and warranties in respect of the Applicable Solution(s), including any warranty or merchantability, satisfactory quality, fitness for any purpose, accuracy, timeliness, responsiveness, reliability, security, uninterrupted availability or performance, title, non-infringement of third party rights, and freedom from malware, errors or defects of any kind and any warranty that the Applicable Solution(s) shall not harm any data or equipment or hinder or interfere with the installation, operation and maintenance of, or cause the failure, breakdown, or malfunction of, any equipment. The Customer acknowledges that the Applicable Solution(s) is not made available to meet the Customer's individual requirements. In no event shall Supplier be liable for any loss or damage arising out of or in connection with the failure, breakdown, malfunction, shortcoming, inoperability, defect of fault in or any public or third-party telecommunications networks or infrastructure or any resulting error, delay or failure of the Applicable Solution(s). The Customer acknowledges that the Applicable Solution(s) may cause data loss or the Customer's equipment to be corrupted, lost or destroyed. The Customer shall be solely responsible for the maintenance of the integrity of all data, including by implementing adequate back-up procedures. The Customer bears the risk of loss, theft, damage or destruction of any data. The Customer shall be solely

responsible for implementing adequate security measures to prevent unauthorised use of the Applicable Solution(s). In no event shall Supplier be liable for the acts or omissions of any person who has access to or use of the Applicable Solution(s).

6.8 Aggregate Liability: Supplier's entire liability for all claims relating to the provision of the Services shall not exceed the aggregate sum paid by the Customer under this Service Schedule.

6.9 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.

7. Other Provisions

7.1 Entire Agreement: Together with the Master Services Agreement, this Service Schedule constitutes the entire agreement between Supplier and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorized representatives of the parties, provided that (i) in the case of the Customer, such approval to be accompanied by the company stamp; and (ii) in the case of Supplier, such authorized representatives shall be a person holding the office of general manager or his superior. In the event of any conflict or inconsistency between the terms in this Service Schedule and the Master Services Agreement, the terms in this Service Schedule shall prevail in relation to the provision of the Services.

7.2 Survival: If any provision of this Service Schedule shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions shall remain in full force and effect.

7.3 Electronic Communication: All notices and other communication required or made hereunder shall be in writing and delivered by email to the intended recipient set out in the Order Form (or to such other address as a party may from time to time notify the other).

7.4 Headings: The headings used throughout this Service Schedule are inserted for reference purposes only and are not to be considered or taken into account in construing this Service Schedule or any terms and provisions hereof not shall they be deemed to qualify, modify or explain any such terms or provisions or the effect thereof.

7.5 Counterparts: This Service Schedule may be executed in two or more counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Service Schedule by electronic mail shall be an effective mode of delivery. Any such signatures executed by way of PDF or other electronic transmission shall be recognized and construed as electronic signatures pursuant to the Electronic Transactions Act 1999 of Australia and the parties accordingly shall deem such signatures to be original signatures for all purposes.

ANNEX A
Services

Applicable Solution(s)

Managed Services Type	Applicable Solution	Support Type
Managed End-Point Protection Services	Anti Virus Software	✓ Standard Support or ✓ Comprehensive Support
Managed MFA Services	Multi-Factor Authentication Software	
Managed Microsoft 365 Services (Email)	Microsoft 365 Email Solution	
Managed Microsoft 365 Services (Advanced)	Microsoft 365 Productivity Solution	
Managed Backup & Disaster Recovery Services for Desktop	Backup Software	
Desktop Remote Monitoring and Management Services	Remote Monitoring and Management Software	
Infrastructure Remote Monitoring and Management Services	Remote Monitoring and Management Software	
Managed Spam Filter Services	Spam Filter Solution	
Managed Firewall Services	Firewall Hardware	
Managed Door Access Services	Remote Monitoring and Management Software	
Managed CCTV Services	Remote Monitoring and Management Software	
Managed Network Services	Remote Monitoring and Management Software	

Scope of Service(s)

Coverage	Standard Support	Comprehensive Support
Support Hours	9am to 6pm <i>Mondays to Fridays (except Public Holidays)</i>	24 x 7
Hardware Breakfix Support (if applicable)	✓	✓
Software Maintenance Support (if applicable)	✓	✓
Administration and Operations (i) add and/or remove Applicable Solution(s) from computing device(s); (ii) add and/or remove accounts from the central control portal of the Applicable Solution; (iii) change the configuration(s) of the Applicable Solution; (iv) change the configuration(s) of the Established Policies; (v) troubleshooting; (vi) Provide advisory on change requests; and (vii) Liaise with principle brand owner of the Applicable Solution.	✓	✓
Advisory, Policies, Alerts, Configurations, Monitoring and Corrective Action (i) To provide information on the Applicable Solution(s) and advising Customer on best practices and suitable policies to be established for Applicable Solution(s). (ii) To liaise with Customer to establish suitable policies to be implemented for the Applicable Solution(s) (the "Established Policies"). (iii) To configure the Applicable Solution(s) in accordance to the Established Policies. For the avoidance of doubt, Customer shall be solely responsible for establishing and implementing policies that are most suited to its business model. (iv) To configure the relevant alerts available on the Applicable Solution(s), based on the Established Policies for the Applicable Solution, to be sent to Supplier. (v) To monitor alerts received from the Applicable Solution(s) and determine if corrective action needs to be taken for every alert. (vi) To notify Customer of alerts that require corrective action and at the request of the Customer, take corrective action. Inform Customer on the success or failure of the corrective action. (vii) To configure Applicable Solution to automatically perform patching of applicable Microsoft patches for desktops periodically (in relation to the Desktop Remote Monitoring and Management Services).		✓
Reporting and Service Review (i) perform software performance reporting and review periodically; (ii) perform service performance reporting and review periodically; and (iii) provide advisory on the latest technologies, trends and threats periodically.		✓

ANNEX B
Covered Applicable Solution List

The Customer shall complete the information below and submit to the Supplier as soon as practicable.

Covered Applicable Solution List

S/N	Brand of Applicable Solution	Name of Applicable Solution	Serial Number of Applicable Solution	* Hostname of Computing Device installed with Applicable Solution	* Type of Computing Device	# Name of User Account	Email Address(es) of User Account

* Not applicable for Managed Firewall Services, Managed Microsoft 365 Services and Managed Spam Filter Services

Not applicable for Managed Firewall Services