

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

SERVICE CREDIT FOR ON-SITE VoIP SERVICES

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

WHEREAS

- A. The Customer requires and the Supplier agrees to provide one or more suitably qualified engineers to render services to the Customer, more particularly described in **ANNEX B**; and
- B. The Supplier shall be obliged to provide the Services only where the Customer has available Service Credits with the Supplier.

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose

Subject to the terms and conditions set forth herein, the Supplier agrees to provide the engineer(s) to perform services and Customer agrees to accept the services rendered by the engineer(s) (the “**Services**”), more particularly described in **ANNEX B**.

2. Service Activation

- 2.1 The Customer shall follow the procedure set forth in **ANNEX A** when requesting for the Services.
- 2.2 The Supplier reserves the right to change the process if this would, in the opinion of the Supplier, lead to more expeditious and efficacious resolution of the problem encountered.

3. Selection of Engineers

- 3.1 The Supplier shall provide the engineer to perform the Services set forth in **ANNEX B**.
- 3.2 For the avoidance of doubt, the Supplier shall have full discretion to select one or more of its engineer(s) to perform the Services provided that any engineer selected by the Supplier shall have the requisite qualifications and experience to perform the Services.
- 3.3 The Customer acknowledges that the engineer shall only be required to perform the Services set forth in **ANNEX B**. No other services shall be provided or implied.
- 3.4 Under no circumstances shall the engineer be deemed or considered an engineer of the Customer when performing the Services and should not be represented as such.
- 3.5 For the avoidance of doubt, the Customer is not entitled to insist upon a specific engineer to perform the Services and acknowledges that the Supplier is entitled to send any of its engineers to perform the Services as long as the engineer has the requisite qualifications and experience to perform the Services.
- 3.6 The Customer acknowledges that even if a particular engineer is specified in the Order Form, this specification only represents the Supplier's intent in good faith to utilize the specified engineer as at the time of the Order to fulfil the Supplier's obligations under this Agreement. The specification of a particular engineer does not amount to a contractual or binding commitment on the part of the Supplier to utilize only the specified engineer to perform the Services.

4. The Supplier's Responsibilities

- 4.1 The Supplier will ensure that the Engineer has the requisite qualifications and experiences to perform the Services.
- 4.2 The Supplier shall provide the Engineer with adequate resources and support to ensure the Engineer is able to perform the Services.
- 4.3 During the term of this Service Schedule, the Supplier warrants that the performance of the Services by the Engineer shall not contravene any prevailing laws or regulations.

5. Customer's Responsibilities

- 5.1 The Customer undertakes to the Supplier throughout the term of this Service Schedule:-
 - 5.1.1 to require the Engineers to perform only the Services set forth in **ANNEX B**;
 - 5.1.2 to grant to the Engineer such access and facilities as he may require in order to perform the Services including without limitation adequate working space, required storage, the necessary equipment and other required facilities;

- 5.1.3 to take all reasonable precautions to protect the health and safety of the Engineer while on the Customer's premises; and
- 5.1.4 shall notify the Supplier as soon as practicable in the event of any breach or misconduct on the part of the engineer so that the Supplier may take suitable steps to remedy this.

6. Fees and Expenses

- 6.1 Customer shall pay the Supplier by way of Service Credits only. For the avoidance of doubt, Service Credits shall be purchased in advance by the Customer.
- 6.2 The terms and conditions relating to the use of the Service Credits shall be as stated in the Order Form or in the Supplier's website.

7. Warranty and Default

- 7.1 The Supplier warrants and undertakes that:
- 7.1.1 All personnel selected as the engineer are suitably qualified and competent to carry out the Services required of the Supplier under this Service Schedule;
- 7.1.2 the Supplier shall carry out its obligations in conformity with the general acceptance industry standards of skill, care and diligence appropriate to the nature of the service rendered.

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.

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 engineers 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. Limitation of Liability

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

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 UNDER THIS AGREEMENT. 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.

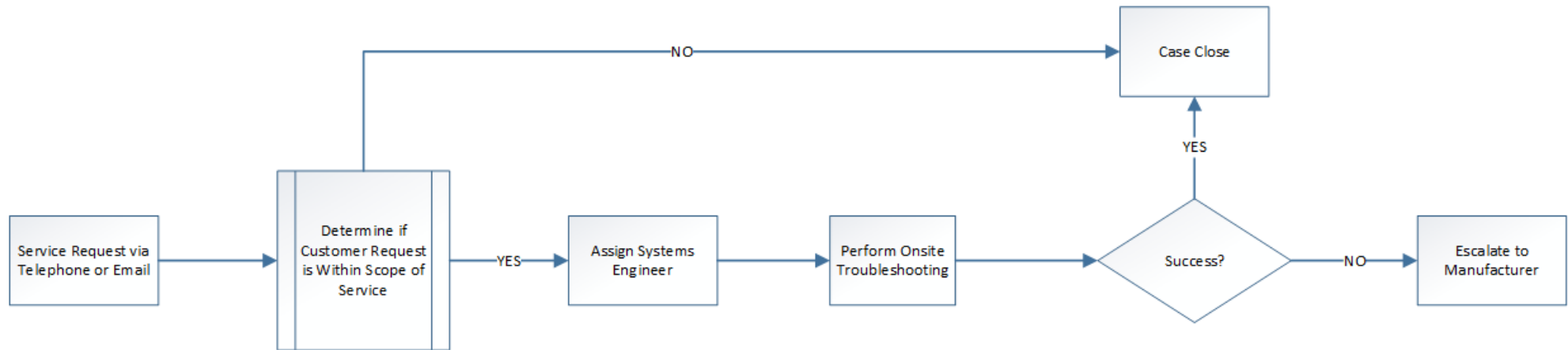
13. Entire Agreement

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

SERVICE CREDIT FOR ON-SITE VoIP SERVICES

Service Activation Process



Support Hotline Number: +852 8121 8787

Support Email Address: service@adventusasia.com

ANNEX B

SERVICE CREDIT FOR ON-SITE VoIP SERVICES

Scope of Services which Engineer is able to perform:

Activities	Coverage
Overview	Preparation and Deployment of New Phone Equipment
	End User Phone Equipment Health Check
	End User Phone Equipment Maintenance
	New Software Deployment and Software Update Rollout
	Phone House Keeping
	Decommission of Phone Equipment
	Assist in Disaster Recovery Exercise
	Internal Phone Equipment Document/System Updates
	Phone Inventory Update/Maintenance
	External Project Coordination and Support
	Phone Equipment Relocation
Move, Add, Change and Delete (MACD)	Activate/De-activate extension
	Activate/De-active Voicemail or Reset Voicemail Password
	Change User Name Display
	Swapping of phone from one location to another (must be analog-to-analog, or digital-to-digital)
	Reprogramming of phone type (only for change of digital or IP Phone model)
	Speed Dial of system and user
	Auto-Dial – Memory Button for storing a frequently dialled number
	Call Transfer
	Activate Call Forward (when no answer or busy)
	Call Picky – To answer calls within user's pickup group
	Call Park – to park calls away from desk and pick up from other extensions
	Last number re-dial
	Ring Again or Auto Call-Back for internal extensions
	Message light
	Conference – To set up conversation with up to 6 internal/external parties (include user)
	Boss/Secretary
	IDD Pin Codes
	Call Barring – Restriction on overseas (IDD/STD)/External Calls
	Set System Date/Time (Only for PABXs that allow remote change or do not need reboot after the change)
Preventive Maintenance	Backup Configuration Data
	Backup for OS, Security and Server and system Files data
	Screen capture on configure server (for IP setting on the media servers)
	Screen capture on the license file
	Visual check on the Hardware
	Verify the room condition (temperature and cleanliness)
Breakfix Support	Troubleshoot Network Issue
	Troubleshoot Storage Issue
	Troubleshoot Server Issue
	Troubleshoot Virtual Machine Issue
	Phone Equipment Issue
	Network Recovery Support
	Server Hardware Recovery Support
	Virtual Server Recovery Support
	Phone Equipment Recovery Support

Note: The above scope represents the services which the Engineer is able to perform. The actual services rendered by the Engineer will depend on the specific requests made by the Customer.