

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

VoIP INFRASTRUCTURE MAINTENANCE 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**”).

1. Definitions

1.1. In this Service Schedule:

Equipment	means any Customer Equipment that the Supplier shall be providing IP Telephony Services for as provided at Appendix A.
Service Request	means a request by a Subscriber for any support in connection with the Services.
Subscriber	means Customer or any other third party to which Supplier offers to make available IP Telephony Support 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. Service Request

3.1. During the term of the Order, Customer may submit to Supplier Service 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. A Service 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 instructions and procedures notified by Supplier to Customer from time to time.

3.3. Customer acknowledges that the Supplier is a commercial business continuity service provider that offers various services to multiple Subscribers. Customer therefore agrees that, in the event of multiple Service Requests:

3.3.1. other subscribers may have priority over the Customer depending on the order in which the requests are received; and

3.3.2. as a result, support may not be immediately available to Customer despite Customer’s Service Request.

3.4. In the event of multiple Service Requests, Supplier shall log all such 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 and Supplier Equipment to Subscribers. 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 or Supplier Equipment. 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.

4. Customer's Responsibilities

4.1. Customer undertakes:

- 4.1.1. to provide Supplier with a list of Customer Parties authorized by Customer to raise Service 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 Service Requests or other instructions or bookings from any person who is not so listed;
 - 4.1.2. to provide access to the Equipment for the provision of Services;
 - 4.1.3. to provide adequate working space and facilities where necessary for the carrying out of the Services or any Service Request;
 - 4.1.4. to ensure that there is Internet Connectivity where required;
 - 4.1.5. to install or authorize Supplier or Supplier Parties to install the necessary on the Equipment in order to receive and use the Services;
 - 4.1.6. never to uninstall, deactivate, switch off, disconnect or render inoperable any software referred to in sub-clause 4.1.2 above or any Supplier Equipment or Customer Equipment necessary for carrying out the Services;
 - 4.1.7. to supply all necessary Customer Equipment (including, where specified in the Order and manage all related operations required for receipt and use of the Services;
 - 4.1.8. 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;
 - 4.1.9. to only use Equipment which is compatible with and capable of being used in connection with the Services;
 - 4.1.10. to ensure that properly trained and skilled personnel are available to interface with Supplier at all times during Service Requests and at such other times as required by Supplier; and
 - 4.1.11. 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.
- 4.2. 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.
- 4.3. Customer warrants and undertakes to Supplier that the Customer Equipment is either owned by or licensed to the Customer and is authorized 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 unauthorized use on the Customer Equipment in connection with the Services.

5. Acceptance of Equipment, Replacement and Relocation

- 5.1. Supplier reserves the right to reject any Equipment for coverage on the basis of the condition and quality of the Equipment. Prior to the commencement of this Agreement, the parties shall identify all the Equipment for which the services are to be provided.
- 5.2. To the extent that any of the Equipment shall require repair or replacement for the purpose of the provision of the Services, this shall be duly notified to Customer who shall have the option of agreeing to the proposed repair or replacement. For the avoidance of any doubt, no Services shall be provided to any Equipment deemed by Supplier as requiring any repair, replacement or adjustment and for which the charges, costs and fees associated with the same shall be the responsibility of Customer.
- 5.3. To the extent that any of the Equipment was not first provided by Supplier or covered by any existing warranty of Supplier, Supplier reserves the right to inspect the Equipment to determine its operating condition and any repairs, replacement as may be required.
- 5.4. To the extent that any items, modules or parts are used to repair the Equipment, such items, modules or parts shall become the property of Customer and any defective parts replaced on account of such repair shall become the property of Supplier.
- 5.5. In the event that any Equipment need to be relocated, Customer shall give the minimum of one month's notice in writing in respect of such relocation.

6. Exclusions

In addition to any other exclusions that are provided under the Master Services Agreement, the following items are not included under the provision of the Services and should they be required by Customer, Supplier shall provide a written quotation for the provision of the same and which Customer shall agree to before any of these items are attended to by Supplier. For the avoidance of doubt, any decision to undertake the work connected with any of these items shall be at the sole discretion of Supplier.

- (a) Repair of any damage arising from abuse, accident, misuse or negligence on the part of Customer including but not limited to the failure to operate the Equipment in accordance with any specific requirements or instructions as provided by the Manufacturer.
- (b) Repair of any damage resulting from any work carried out by any other vendor or company including but not limited to the provision or removal of any features, accessories or attachments.
- (c) The provision of any Services outside Service Address.
- (d) The removal or relocation of the Equipment.
- (e) Any modification to the Equipment, including any painting or finishing works.
- (f) The provision of any cabling, external power, electrical or cable work.
- (g) Any upgrades to the Equipment.
- (h) The re-design of any call flow or routing.
- (i) Any repair or remedial work associated with fair wear and tear of the Equipment.
- (j) Any reconfiguration and arrangement of system databases except other than those listed in the remote MACD in (Annex A).
- (k) The installation of any new software or anti-virus protection and/or dealing with the impact of any Software due to the upgrading of Hardware or Software.
- (l) The repair of any malfunction or damage caused by the failure of electrical power, air conditioning, humidity or any other environmental factors or failure to provide a suitable operating environment.
- (m) Any damage resulting from a Force Majeure event.

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, labor 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

VoIP INFRASTRUCTURE MAINTENANCE SERVICES SCHEDULE

PART 1: Scope of Support Services

1. Diagnose or localize faults to board/module level where possible.
2. Repair of and any remedial work required to restore defective items of Equipment to proper operational condition; including the repair or replacement of all defective parts, unless otherwise agreed in writing between the parties.
3. Restore such defective parts of the system to a fully operational condition as soon as possible; otherwise provide alternative solutions to CUSTOMER. Supplier will make all reasonable efforts to repair any Equipment designated as End of Life Equipment by the manufacturer, however no guarantees are made by Supplier.
4. Perform Remote MACD (Move, Add, Change, Delete of System Programmable features).
 - 4.1. Add/Delete
 - 4.1.1. Activate/De-activate extension
 - 4.1.2. Activate/De-active Voicemail or Reset Voicemail Password
 - 4.2. Move/Change
 - 4.2.1. Change User Name Display
 - 4.2.2. Swapping of phone from one location to another (must be analog-to-analog, or digital-to-digital)
 - 4.2.3. Reprogramming of phone type (only for change of digital or IP Phone model)
 - 4.3. Features changes as follows :
 - 4.3.1. Speed Dial of system and user
 - 4.3.2. Auto-Dial – Memory Button for storing a frequently dialed number
 - 4.3.3. Call Transfer
 - 4.3.4. Activate Call Forward (when no answer or busy)
 - 4.3.5. Call Picky – To answer calls within user's pickup group
 - 4.3.6. Call Park – to park calls away from desk and pick up from other extensions
 - 4.3.7. Last number re-dial
 - 4.3.8. Ring Again or Auto Call-Back for internal extensions
 - 4.3.9. Message light
 - 4.3.10. Conference – To set up conversation with up to 6 internal/external parties (include user)
 - 4.3.11. Boss/Secretary
 - 4.3.12. IDD Pin Codes
 - 4.3.13. Call Barring – Restriction on overseas (IDD/STD)/External Calls
 - 4.4. Set System Date/Time (Only for PABXs that allow remote change or do not need reboot after the change)
5. Perform Preventive Maintenance as stated in Regular Scheduled Onsite System Health Check and Regular Scheduled Remote System Health Check.
 - 5.1. Backup Configuration Data i.e.
 - 5.1.1. Display Customer option
 - 5.1.2. List Configuration all
 - 5.1.3. Display capacity
 - 5.1.4. List IP interface
 - 5.1.5. List Registered IP Station
 - 5.1.6. List Trunk Group
 - 5.1.7. List Station
 - 5.1.8. List Node Names
 - 5.1.9. List Media Gateway
 - 5.1.10. Display Alarm and Error
 - 5.1.11. List configure software version
 - 5.1.12. List IPSI Interface

- 5.2. Backup for OS, Security and Server and system Files data
- 5.3. Screen capture on configure server (for IP setting on the media servers)
- 5.4. Screen capture on the license file
- 5.5. Visual check on the Hardware
- 5.6. Verify the room condition (temperature and cleanliness)
6. Fault Recovery
 - 6.1. Major Fault
 - 6.1.1. External calls cannot be made/received.
 - 6.1.2. Extension of key appointment holders in customer organization is down.
 - 6.1.3. 50% or more of the extensions are down.
 - 6.1.4. 50% or more of the users' voicemail are down.
 - 6.1.5. Report cannot be generated from BCMS/CMS.
 - 6.1.6. Announcement system is down.
 - 6.1.7. 50% or more of Operator consoles are down.
 - 6.1.8. Conference bridge is down.
 - 6.2. Minor Fault
 - 6.2.1. All faults that are not classified as major fault
- 6.3. 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.
- 6.4. Set System Date/Time (Only for PABXs that allow remote change or do not need reboot after the change)
7. Power Shut Down
 - 7.1. System Shutdown Activities
 - 7.1.1. Backup of all System database
 - 7.2. Shutdown of system
 - 7.3. When the power is normalized, power up PABX and perform system health check, i.e.
 - 7.3.1. ISDN status
 - 7.3.2. Alarm status
 - 7.3.3. Error status
 - 7.3.4. Line test
8. Holiday Greetings
 - 8.1. Upon receipt of the request via email (with at least 1 week advance notice), the holiday table (as provided in the email) will be configured for the upcoming Year. In the event that the Customer fails to provide the necessary information to the Supplier, the holiday table will remain the same as the previous year. The Supplier updates customer's PABX system. Supplier will perform the change remotely if applicable. Change will be scheduled and done on site if remote is not available
9. Firmware and Service Packs Update
 - 9.1. This refers to the minor software updates, service packs and firmware update updates that are released and supported by the Principal.
 - 9.2. The customer can review these by referring to the Principal's website or requesting the Supplier for the relevant updates

- 9.3. Should the customer decide to consider update to the system software, the customer will instruct the Supplier to provide an impact analysis, on the installation of patch, based on release notes
- 9.4. Should the customer decide to consider go ahead with the update to the system software after reviewing them, the following steps will be the sequence of events :
 - 9.4.1. The Customer and the Supplier agree on the patches/updates and the timeline
 - 9.4.2. The Supplier tests patch, where necessary.
 - 9.4.3. Before proceeding with the patches/updates, the Supplier will backup current configuration (for roll-back should there be a need).
 - 9.4.4. The Supplier performs the patches/updates.
 - 9.4.5. The Supplier and Customer test and verify the system response. Any issues will be resolved accordingly.
 - 9.4.6. Should there be abnormality, the fall back plan will be activated and system will be reverted back to previous patch.

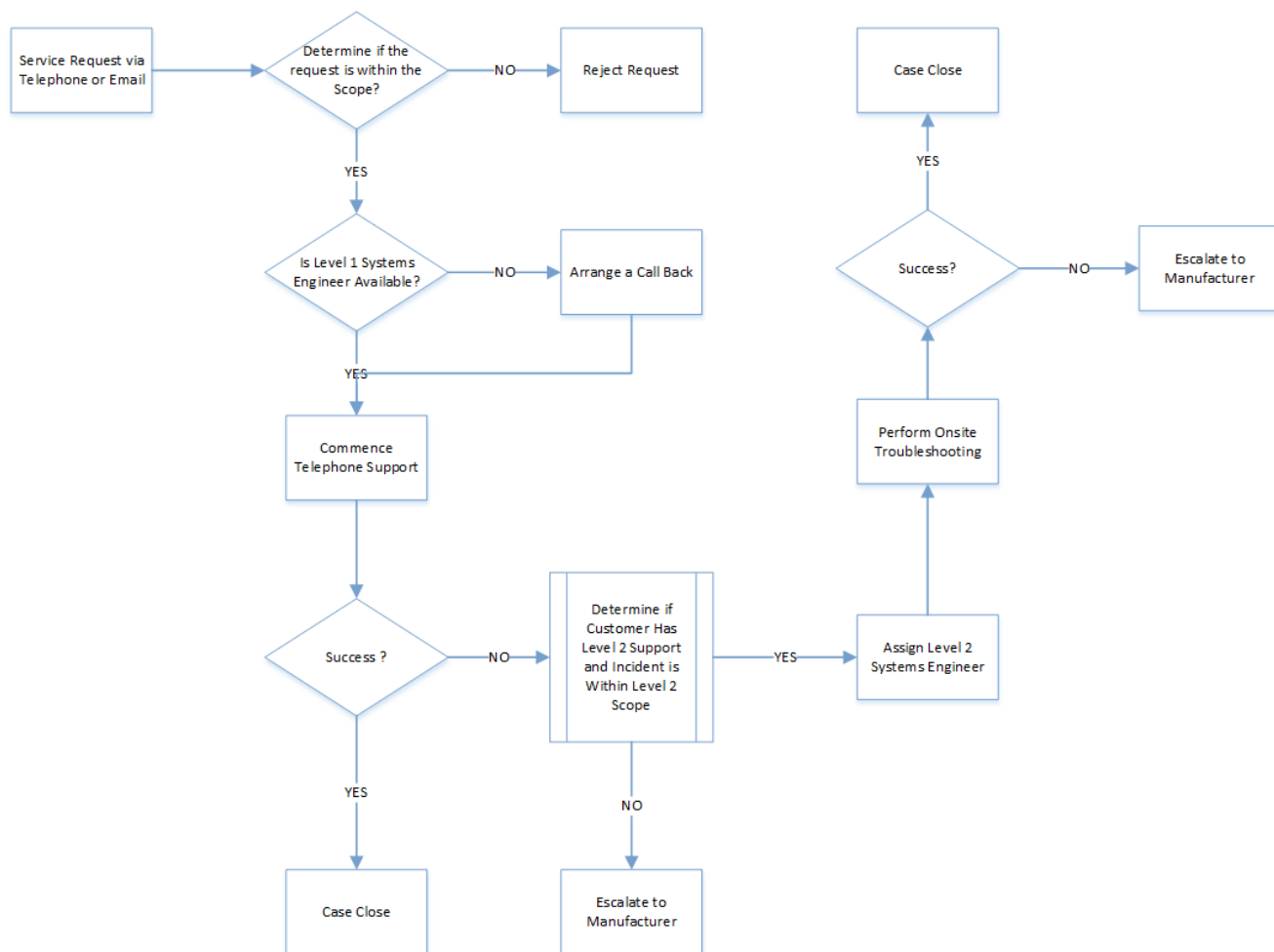
The Services shall be available only if:

- The System have not been modified, changed, or altered by anyone other than Supplier;
- The operating environment, including both hardware and systems software, meets the Customers recommended specifications;
- The Customers computer hardware is in good operational order, and is installed in a suitable operating environment;
- Customer promptly notifies Supplier of its need for service;
- Customer provides adequate troubleshooting information and access so that Supplier can identify and address problems;
- Customer is using the most recent version of the System provided or otherwise made available to Supplier, or otherwise is applying corrections, fixes, or workarounds provided by Supplier.

Remote MACD (Move, Add, Change, Delete) Services:

Remote MACD Type (Dependent on the product support, as listed in Schedule III)	
Communication Manager – Telephony System	Call Management System (CMS)
System date/time administration	Edit Agent AUX reasons description (CMS)
System feature access code administration	Edit Agent sign-off reasons description (CMS)
Class of Service (COS) and Class of Restriction (COR) administration	Agent group creation and administration (CMS)
Programming extension changes (Name, Phone Type, COR, COS, Coverage Path, Feature button)	Adding, or deleting agents in an Agent group (CMS)
Programming of system and group speed dial table	Adding, or deleting call work codes (CMS)
Resetting extension (Busy/Release)	Changing of split/skill names (CMS)
Agent Logins changes (Name, COS, COR, Split/skill, skill level)	Changing of trunk group names
Create/administer announcement(s)	Changing of VDN names
Resetting IP extension password	Changing of vector names
Voice Messaging System	Voice Recording
Adding/Deleting a mailbox to a Voice Messaging System	Adding/Deleting a voice recording channel
Class of Service (COS) and Class of Restriction (COR) administration	Updating agent name
Resetting voice mailbox password	

PART 2: Adventus Support Escalation Process



Support Hotline Number: **+852 8121 8787**
 Support Email Address: service@adventus.com

Support Process for First Level Support:

- Customer initiates a service request through phone. In the event the phone call is not answered, Adventus will arrange call-back to the Customer;
- Upon eliciting sufficient information by phone, call will be routed to Adventus Level 1 Systems Engineer to commence First Level Support;
- First Level Support is provided through remote access using remote access tools/applications/software only. The Customer will need to comply with the instructions given by Adventus Level 1 Systems Engineer and to download and install the necessary remote access tools to enable Adventus to access via Remote Access. If this cannot be done, First Level Support cannot be provided by Adventus;
- If incident remains unresolved, Adventus Level 2 Systems Engineer will be notified to respond onsite within the Response Time stipulated in the Order Form.

Support Process for Level 2 Support:

- If the problem cannot be resolved after First Level Support, Adventus Level 2 Systems Engineer will be notified to go onsite within the Response Time stipulated in the Order Form;
- The Customer must provide all necessary facilities and infrastructure to enable Adventus to perform the Second Level Support Services. The Customer must also provide all necessary cooperation and information (e.g. passwords, access, codes etc.) to enable the Adventus Level 2 Systems Engineer to access the Customer's network and systems to render the Second Level Support;
- The Customer is solely responsible for all issues relating to network security, office systems security and back-up processes. Adventus will not in any case be liable for any breach of security, confidentiality or loss of information and data as a result of performing Second Level Support;
- Customized and third-party software issues are not within the scope of Second Level Support. The Customer acknowledges that Adventus may not have the necessary access, source codes or permission to perform bug fixes, modifications or alterations to such software;
- The Customer acknowledges that Adventus will use its best endeavors to provide the Maintenance Services but Adventus does not warrant that every issue encountered can be resolved in time or at all. If any issues remain unresolved by Adventus after going through the Maintenance Services process or it is determined by Adventus that the problem cannot be resolved by the Maintenance Services, Adventus' only obligation is to escalate the identified problem to the manufacturers of equipment and original software owners.