

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

END-USER IT SUPPORT SERVICES

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

WHEREAS

- A. The Customer has end-users (referred to collectively as the “**End Users**” and individually as an “**End User**”) which the Customer has obligations to provide IT support services. The list of End Users shall be as stated in the Order Form.
- B. The Supplier and the Customer has agreed that the Supplier will provide the IT support services described in **Annex A** to the End Users on behalf of the Customer.

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 End Users of the Customer with the scope of IT support services (the “**Support Services**”), more particularly described in **Annex A**.

2. Support Services to End-Users

2.1 Scope of Support Services

The Supplier shall render the Support Services to the End Users described in **Annex A** during the working hours specified in the Order Form (“**Principal Working Hours**”).

2.2 The Support Services which the Supplier shall render to the End Users under this Service Schedule are set forth in **Annex A.**

2.2.1 First Level Support for Equipment and Software which the Customer is obligated to provide Support Services to the End Users. ‘First Level Support’ means in general the basic level of support provided remotely by customer support officers of the Supplier over the telephone and involves registering necessary details of the identified problem, preliminary analysis of the identified problem and guiding the Customer through standard solutions to common problems similar to the identified problem and covers the scope set forth in **Part 1 of Annex A**.

2.2.2 Where First Level Support fails, then providing Second Level Support (as described in Clause 2.3.2 and performed in the manner stated in Clause 2.3.1 but excluding the services listed in Clause 2.4) if Second Level Support is specified in the Order Form and which the Supplier determines is within the scope of Second Level Support. ‘Second Level Support’ means sending the technical personnel of the Supplier on-site to the End User’s premises to rectify the identified problems at the request of the End User after First Level Support has failed to resolve the identified problems and covers only the scope set forth in **Part 2 of Annex A**.

2.2.3 “Equipment” refers to the Covered Equipment in **Part 1 of Annex A** and “Software” refers to the Covered Applications in **Part 1 of Annex A**. For avoidance of doubt, the Supplier does not provide repair services for defective Equipment which should or ought to be covered by the warranty for each Equipment and excludes all customized or third-party software.

2.3 The Support Services shall be performed as follows:

2.3.1 Manner in which Support Services are rendered

The Support Services shall comprise of the following:

- (a) The Support Services shall be provided in the manner set forth in **Part 3 of Annex A**. 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 by the End User.
- (b) For avoidance of doubt, First Level Support, as set forth in **Part 1 of Annex A**, shall be provided solely by way of Remote Services via Remote Access. “Remote Access” means accessing the End User’s Equipment and Software by way of remote access tools without going on-site and “Remote Services” means the provision of services stated under **Part 1 of Annex A** by way of Remote Access.
- (c) In order for the Supplier to perform First Level Support by way of Remote Access, the End User will need to download the necessary remote access tools and comply with the instructions given by the Supplier’s engineer to ensure the Supplier is able to obtain Remote Access. In the event that the End User is unable to grant the Supplier Remote Access, the End User acknowledges that First Level Support cannot be provided.

- (d) In the event that First Level Support fails to resolve the identified problem, the Supplier shall provide Second Level Support to further assist the End-User in resolving the identified problem if the Supplier is required to provide Second Level Support in the Order Form and the Supplier has determined that the identified problem is within the scope of Second Level Support.
- (e) Second Level Support shall be performed during the Principal Working Hours; provided that if the work to correct the faults notified during the Principal Working Hours is not completed during such Principal Working Hours, the Supplier shall continue the work outside the Principal Working Hours pursuant to Clause 2.3.2 below, provided that full and free access to the Equipment is enabled by the End User.
- (f) When the fault is notified outside any Principal Working Hours, the Supplier shall perform the correction work in the next Principal Working Hours provided, however, that when the Customer and the Supplier assess that correction of such faults are required on an emergency basis, the Supplier shall perform the correction work outside the Principal Working Hours, with additional charges or off-set from this contract.
- (g) The Supplier only warrants the response times stated in the Order Form. The time required to resolve any identified problem will depend on the nature and severity of the identified problem and the Supplier will provide its best estimate of the time required to rectify any identified problem only after analysis of the identified problem. The best estimate represents only the Supplier's estimate in good faith based upon its initial analysis of the identified problem and the Supplier should not be held to this estimate as additional problems may arise during the resolution of the identified problem.
- (h) If, in the Supplier's opinion, any identified problem cannot be resolved by the Support Services, or if any identified problem remains unresolved after the Supplier has performed the Support Services, then the Supplier's only obligation to the Customer (and End User) is to escalate the identified problem to the manufacturers of equipment and original software owners.

2.3.2 Principal Working Hours

The Support Services shall be performed during the Principal Working Hours specified in the Order Form. On receipt of a request for Support Services, the Supplier undertakes to respond within the response times stated in the Order Form during normal office working hours excluding Public Holidays in Philippines. Provided that both parties are entitled to work out and agree on an alternative time schedule if Support Services to be rendered is likely to cause major interruption to the operation of the computer system, the Supplier shall be at liberty to change the Principal Working Hours upon giving written notice to the Customer and the Customer will be required to notify End Users of the same.

2.4 Excluded Services

Any services outside the scope of **Annex A** is an excluded service. Notwithstanding **Annex A** and in addition, the following services shall not be included in the scope of Support Services under this Service Schedule (even if not expressly excluded under **Annex A**):

For Equipment

The Supplier is not required to perform repairs to Equipment as part of the Support Services. For Equipment defects, the Supplier's sole obligation is to coordinate the sending of Equipment to the authorized repair centres of the manufacturer of the Equipment. In addition, the following situations may not be covered under Support Services:-

- 2.4.1 the Customer's failure to maintain a suitable environment for the Equipment in accordance with the instruction manual relating to the Equipment including but not limited to failure to maintain a constant supply of air conditioning, humidity or suitable power supply;
- 2.4.2 the Customer's neglect or misuse of the Equipment or its failure to operate the Equipment in accordance with the instruction manual or the purpose for which it was designed;
- 2.4.3 Alteration or modification of the Equipment by any party other than the Supplier;
- 2.4.4 Reinstallation, transportation or relocation of the Equipment except where this has been performed by or under the direction of the Supplier;
- 2.4.5 Use of defective or inappropriate supplies with the Equipment;
- 2.4.6 any accident or disaster affecting the Equipment including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary;
- 2.4.7 Electrical work external to the Equipment;
- 2.4.8 Repairs covered by the warranty given by the manufacturer if there is warranty coverage for the Equipment, or which would have been covered within the scope of warranty if there was warranty coverage for the Equipment;
- 2.4.9 Painting or refinishing of the Equipment or supplying materials thereof; and
- 2.4.10 Repair of equipment, accessories, facilities or communication lines other than the Equipment, or supervision thereof.

For Software

- 2.4.11 Correction of errors or defects caused by modification revision variation translation or alteration of the Software by the Customer or persons not authorized by the Supplier;
- 2.4.12 Writing additional programs or modifying existing programs not contained in the operating specifications or otherwise not contemplated by the parties at the commencement of this Agreement;
- 2.4.13 Correction of defects in the Software resulting from the linking or integration of any computer programs (other than the original or customized software as agreed) by the Customer, its staff or agents;
- 2.4.14 Correction of defects in Software which is not the most current version then generally available;
- 2.4.15 Correction of errors caused by the use of third party computer programs;
- 2.4.16 Diagnosis or rectification of faults not associated with the Scope of Support Services listed in **Annex A**;
- 2.4.17 Correction of bugs and defects in Software which can only be performed by the original Software owner having possession of the source codes of the Software; and
- 2.4.18 Modification, alteration or correction of bugs which the Supplier is not entitled or permitted to perform under the licensing terms of the Software.

3. The Supplier's Responsibilities

- 3.1 In the event that any defect or malfunction occurs, the Supplier shall, upon being notified by the End User of the identified problem, attend to the End User in compliance with the procedures stated in Clause 2 above. Where possible the Supplier shall use its best endeavours to provide the End-User with details relating to the identified problem and the Supplier's best estimate of when the Supplier expects to complete the rectification.
- 3.2 The Supplier shall continue to correct or rectify any identified problem in the reported issue until such time as the identified problem is corrected or restored such as to enable to operate in the manner contemplated in the specifications unless the Supplier is able to prove that the identified problem is due to a factor for which the End-User is responsible or which is outside the scope of the Support Services in Annex A; and
- 3.3 The Supplier acknowledges that the Support Services will be performed in accordance with prevailing industry standards.

4. Customer's Responsibilities

- 4.1 The Customer undertakes to the Supplier throughout the term of this Agreement to ensure that the End-User will:-
 - 4.1.1 obtain and provide sufficient information to enable the Supplier to identify the problems and establish the severity and priority for identified problems;
 - 4.1.2 use commercially reasonable efforts to isolate and reproduce any identified problems or malfunctions;
 - 4.1.3 provide, upon the Supplier' request, diagnostic output and such other data deemed necessary or desirable by the Supplier to reproduce the environment in which the identified problems occurred and to aid in understanding the identified problems;
 - 4.1.4 grant the Supplier such access as the Supplier shall from time to time reasonably require in order to discharge its obligations hereunder;
 - 4.1.5 make available to the Supplier such facilities as the Supplier shall reasonably require in order to discharge its obligations hereunder including without limitation adequate work space storage, office furniture and other required equipment;
 - 4.1.6 take all reasonable precautions to protect the health and safety of the Supplier's employees, agents and subcontractors while on the End User's premises; and
 - 4.1.7 make available the Equipment and Software and to supply all documentation and other information necessary for the Supplier to diagnose any fault in the Equipment and Software.

5. Fees and Expenses

The Customer shall pay the Supplier the Fees for the Support Services in the amount and manner stated in the Order Form.

6. Warranty and Default

- 6.1 The Supplier warrants and undertakes that:
 - 6.1.1 all its personnel and representative are suitably qualified and competent to carry out the tasks required of the Supplier under this Service Schedule;

- 6.1.2 the Supplier shall carry out their obligations in conformity with the general acceptance industry standards of skill, care and diligence appropriate to the nature of the service rendered;
- 6.1.3 any equipment or material used by the Supplier, including debugging software, firmware or hardware, shall not interfere with the normal operation during its operating hours;
- 6.1.4 in the event the Supplier fails to conform to the term of this contract, in particular the warranties given under this, the Supplier shall without request, take immediate action to remedy the same without any cost to the customer;
- 6.1.5 warranty is by the respective Brands, which includes hardware & software and any other policies as provided by the brand; and
- 6.1.6 before commencement of any work, the End-User MUST give its approval and consent for the Supplier to proceed with the necessary services. Data backup and data integrity shall be the responsibility of the customer, while the Supplier will take precaution to avoid unnecessary erasure or loss of data. The Supplier is not liable for any network data loss or what-so-ever. Data recovery taken by the Supplier shall be on a best-effort basis.

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 contract 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, subject to any further renewals or extensions.

10. **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 LIABLE DIRECTLY TO ANY END USER AS A RESULT OF THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS SERVICE SCHEDULE.

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 Support 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 Support Services.

ANNEX A

END USER IT SUPPORT SERVICES SCHEDULE

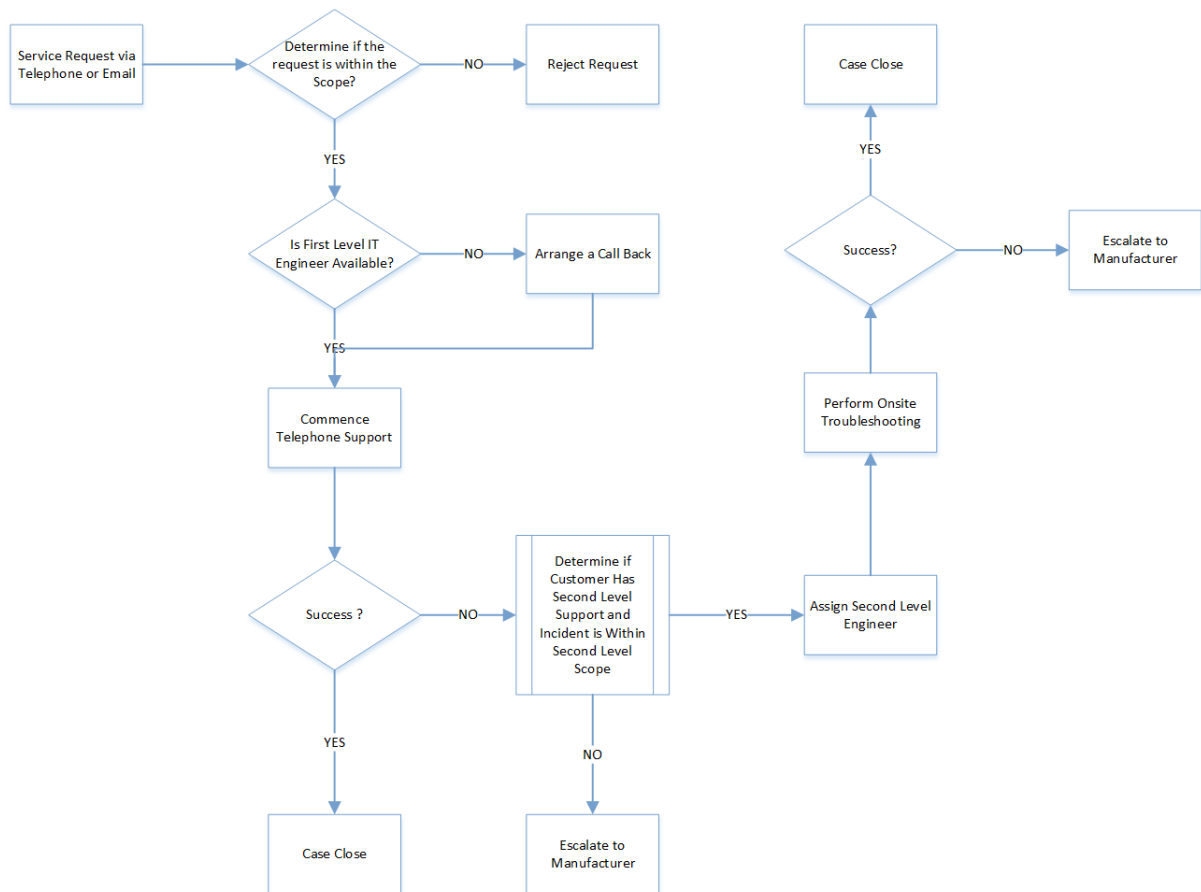
PART 1: First Level Support: Scope of Services for First Level IT Helpdesk Support Services

Activities	Coverage
Support Request Escalation	Provide a single point of contact for End Users to escalate all IT service and support requests via +632 85371000 or service@adventusasia.com
Ticketing and Case Tracking	Provide a centralized ticketing and case management system to track and monitor every event logged through the Helpdesk.
Service Status Email Update	Provide up-to-date email notifications to IT user on the progress of cases logged.
Remote Services	Provide advice for IT incidents successfully logged through the Helpdesk over the phone
	Remote Access into End User's computer device to perform diagnostics and troubleshooting
	Remote Access into End User's computer device to perform software installation
	Remote Access into End User's computer device to perform configuration settings
Covered Equipment	End User's Desktop Computer or Laptop Computer (Mobile Devices are Excluded)
Covered Applications	Configuration settings of (1) Microsoft Windows Operating System, (2) Microsoft Office, (3) Microsoft Outlook (4) Internet Browser
External Vendor Coordination	Escalation to manufacturer, supplier or external vendor regarding faulty hardware and/or technical issues that cannot be resolved by First Level or Second Level
	Coordinate hardware repair efforts of manufacturer, supplier or external vendor
	Submit and coordinate warranty claims
Internal IT Coordination	Provide updates and assist on escalation to Internal IT team

PART 2: Second Level Support: Scope of Services for Second Level On-Site IT Support Services

Activities	Coverage
Support Request Escalation	Provide a single point of contact for End Users to escalate all IT service and support requests via +632 85371000 or service@adventusasia.com
Ticketing and Case Tracking	Provide a centralized ticketing and case management system to track and monitor every event logged through the Helpdesk.
Service Status Email Update	Provide up-to-date email notifications to IT user on the progress of cases logged.
On-Site Services	Troubleshoot End User's Desktop or Laptop Computer's internet and network connectivity issues
	Troubleshoot End User's Desktop or Laptop Computer that cannot boot up
	Reformatting of End User's Desktop or Laptop Computer
Covered Equipment	End User's Desktop Computer or Laptop Computer (Mobile Devices are Excluded)

PART 3: Support Escalation Process



Support Hotline Number: +632 85371000
 Support Email Address: service@adventusasia.com

Support Process for First Level Support:

- End User initiates a service request through phone. In the event the phone call is not answered, Adventus will arrange call-back to the End User;
- Upon eliciting sufficient information by phone, Adventus Customer Service Agent will determine if request is within scope;
- If determined that request is within scope, call will be routed to Adventus First Level IT Engineer to commence First Level Support;
- First Level Support is provided through remote access using remote access tools/applications/software only. The End-User will need to comply with the instructions given by Adventus First Level IT 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 and is determined by Adventus First Level IT Engineer as within scope of Second Level On-Site IT Support Services, Adventus Second Level IT Engineer will be notified to respond onsite within the Response Time stipulated in the Order Form.

Support Process for Second Level Support:

- If the problem cannot be resolved after First Level Support and if (i) the Adventus First Level IT Engineer determines the problem is within the scope of Second Level Support, the Adventus Second Level IT Engineer will be notified to go onsite within the Response Time stipulated in the Order Form;
- Equipment issues are covered only by warranty from the Equipment manufacturers and is outside Adventus scope of Support Services. In case of pure hardware issues, Adventus acts only as a coordinator to assist sending the Equipment to the manufacturers for repairs to be effected. Adventus gives no warranties as to (i) whether the hardware issue can be resolved; (ii) when the hardware issue can be resolved; (iii) the manner in which the repairs are effected by the manufacturers. As this is outside the scope of Support Services provided by Adventus, the manufacturer may charge fees for the repairs if not covered by any existing warranty and in such a case, the End-User (or owner of the Equipment) is the only party liable for payment of the repair costs to the manufacturer(s);
- The End User must provide all necessary facilities and infrastructure to enable Adventus to perform the Second Level Support Services. The End User must also provide all necessary cooperation and information (e.g. passwords, access, codes etc.) to enable the Adventus Second Level IT Engineer to access the End User's network and systems to render the Second Level Support;
- The End User 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 End User acknowledges that Adventus may not have the necessary access, source codes or permission to perform bug fixes, modifications or alterations to such software;
- The End User acknowledges that Adventus will use its best endeavours to provide the Support 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 support process or it is determined by Adventus that the problem cannot be resolved by the Support Services, Adventus' only obligation is to escalate the identified problem to the manufacturers of equipment and original software owners.