

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

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 IT Services Philippines Inc. (the “**Supplier**”) and _____ (the “**Customer**”) (this “**Service Schedule**”).

WHEREAS

- A. The Customer requires maintenance services on their Systems (the “**Equipment**”) and the software (the “**Software**”), as specified in the Order Form.
- B. The Supplier has the required expertise and is willing to provide maintenance service described in **Annex A** for the Customer’s Equipment and Software.

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose

Subject to the terms and conditions set forth herein, the Supplier agrees to provide and Customer agrees to accept maintenance service (“**Maintenance Service**”), the scope of which is set forth in **Part 1 of Annex A**.

2. Maintenance Service

2.1 Scope of Maintenance Service

The Supplier shall perform the Maintenance Service described in **Part 1 of Annex A** during the working hours specified in the Order Form (“**Principal Working Hours**”)

2.2 The scope of the Maintenance Service which the Supplier shall perform under this Service Schedule is set forth in Part 1 of Annex A.

2.2.1 First Level Support for the Equipment and Software listed in the Order Form. ‘First Level Support’ means the basic level of support provided remotely by customer support officers 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

2.2.2 Where First Level Support fails, then providing Second Level Support on-site at the Customer’s premises but excluding the services listed in Clause 2.4.

2.3 The Maintenance Service shall be performed as follows:

2.3.1 Manner in which Maintenance Services are rendered

The Maintenance Services shall comprise of the following:

- (a) The Maintenance Services shall be provided in the manner set forth in **Part 2 of Annex A**. The Supplier shall be at liberty to depart from its own process if this would, in the opinion of the Supplier, lead to more expeditious resolution of the problem encountered by the Customer.
- (b) For avoidance of doubt, First Level Support shall be provided solely via Remote Access. “Remote Access” means accessing the Customer’s Equipment and Software by way of remote access tools to resolve the problem without going on-site.
- (c) In order for the Supplier to perform First Level Support by way of Remote Access, the Customer will be required to download the necessary remote access tools and comply with the instructions of the Supplier’s engineer to ensure the Supplier is granted Remote Access. Where the Customer is unable to grant the Supplier Remote Access, the Customer acknowledges First Level Support cannot be provided.
- (d) In the event that First Level Support fails to remedy the identified problem, the Supplier shall provide Second Level Support by sending its engineer to further assist the Customer in resolving the identified problem within the response time specified in the Order Form.
- (e) Second Level Maintenance Service 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 Maintenance Services, or if any identified problem remains unresolved after the Supplier has performed the Maintenance Services, then the Supplier's only obligation to the Customer is to escalate the identified problem to the manufacturers of equipment and original software owners.

2.3.2 Principal Working Hours

The Maintenance Service shall be performed during the Principal Working Hours specified in the Order Form. On receipt of a request for Maintenance Services, the Supplier undertakes to respond within the time specified 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 Maintenance Service 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.

2.4 Excluded Services

Any services outside the scope of **Part 1 of Annex A** is an excluded service. Notwithstanding **Annex A** and in addition, the following services shall not be included in the scope of Maintenance Service under this Service Schedule:

For Equipment

- 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 Modification or overhaul of the Equipment; (warranty is by the given brand)
- 2.4.9 Painting or refinishing of the Equipment or supplying materials thereof;
- 2.4.10 Repair of equipment, accessories, facilities or communication lines other than the Equipment, or supervision thereof; and
- 2.4.11 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.

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;
- 2.4.14 Correction of errors caused by the use of computer programs not licensed by the Supplier to the Customer;
- 2.4.15 Customized or Third Party Software for which the Supplier is not in possession of the source codes and does not have permission to perform any modifications or alterations; and

2.4.17 Diagnosis or rectification of faults not associated with the Scope of Maintenance Services listed in **Annex A**.

For the avoidance of doubt, the list of excluded services stated is not an exhaustive list.

3. The Supplier's Responsibilities

- 3.1 Upon notification by the Customer of any problem encountered, the Supplier shall, in accordance with Clause 2, provide Maintenance Services as set forth in **Part 1 of Annex A**, following the process set forth in **Part 2 of Annex A**. The Supplier shall use its best endeavours to provide the Customer with details relating to the identified problem and the Supplier's best estimate of when the Supplier expects to complete the rectification. The Adventus Support Escalation Process shall be strictly followed as set forth in **Part 2 of Annex A**.
- 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 Customer is responsible; and
- 3.3 The Supplier acknowledges that the Customer is relying on the expertise of the Supplier and that the maintenance of the Equipment and Software 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 Service Schedule:-
- 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 Customer'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. Maintenance Charges and Expenses

Customer shall pay the Supplier the Fees for the Maintenance Service 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 Customer MUST give its approval and consent for the Supplier to proceed with the necessary maintenance work. 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 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:

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.

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

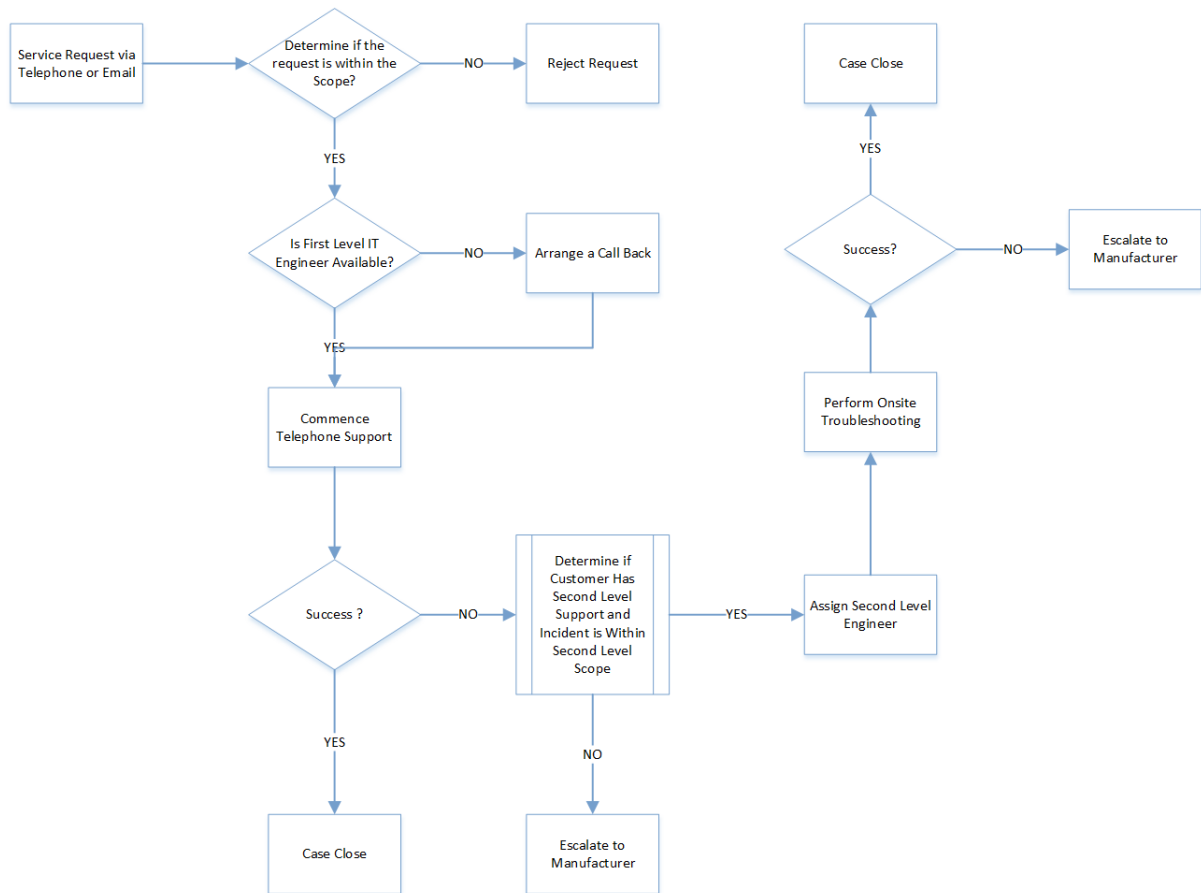
INFRASTRUCTURE MAINTENANCE SERVICES SCHEDULE

PART 1: Scope of Maintenance Services

- First Level Support will be provided via Remote Access only.
- Second Level Support will only be provided if First Level Support fails to resolve the identified problem.

Activities	Coverage
Routine Health Check	Check each physical drive status in the SAN
	Check events log in the SAN
	Check the utilized and available storage capacity on every volume and LUNS in the SAN
	Check network communications between UPS and Server
	Check the battery life in UPS
	Check uplink connection status on each network switch
	Check light indicators on each network switch for any sign of error
	Check firewall log for any sign of abnormal activities
	Check server's panel indicator for any sign of error or warning
	Check time synchronization between each server and Domain Controller
	Check server event log for errors or warnings
	Check server storage utilization and available storage capacity
	Check server backup operation for any sign of abnormal activities
	Check Exchange Email Routing log for any errors or warnings
	Check Exchange System Event log for errors or warnings
	Check Microsoft Exchange data volume and log volume size
	Check DNS Record Expiry Date
	Check SSL Certificate Expiry Date
	Check time synchronization on between each VM time and Domain Controller
	Check Resource Utilization of each VM for any sign of abnormal activities
	Check VM host event log for errors or warning
	Check VM datastore utilization
	Check VM datastore connectivity
Preventive Maintenance	Rotate and Clear Router Event Logs
	Power Cycle Network Switches and Routers
	Backup Firewall Settings
	Update UTM definition in Firewall
	Rotate and Clear Firewall Event Logs
	Apply Critical Updates or Patches on Server
	Rotate and Clear Server Event Logs
	Clear Server Temporary File
	Storage House Keeping
	Power Cycle Server Hardware
	Snapshotting each VM
	Reclaim datastore storage space
Breakfix Support	Troubleshoot Network Issue
	Troubleshoot Storage Issue
	Troubleshoot Server Issue
	Troubleshoot Virtual Machine Issue
	Troubleshoot Exchange Issue
	Network Recovery Support
	Server Hardware Recovery Support
	Virtual Server Recovery Support
	Exchange Server Recovery Support
Warranty Support	Check Equipment Warranty Status
	Escalate Technical Issue to Equipment Vendor
	Log Warranty Cases with Equipment Vendor
	Coordinate with Equipment Vendor for Onsite Repair
	Coordinate with Equipment Vendor for Onsite Equipment Loan Set
	Coordinate Logistics for Faulty Equipment Delivery and Collection

PART 2: Adventus Support Escalation Process



Support Hotline Number: +632 85371000
 Support Email Address: service@adventusasia.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 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 Customer 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, 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, the Adventus Second Level IT 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 Maintenance Services. The Customer 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 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 endeavours 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.