

**MASTER SERVICES AGREEMENT
SERVICE SCHEDULE**

STAFF AUGMENTATION 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 and the Supplier agrees to provide one or more suitably qualified employees to render services to the Customer, more particularly described in **Annex A**.

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 employee(s) to perform services and Customer agrees to accept the services rendered by the employee(s) (the “**Services**”), more particularly described in **Annex A**.

2. Selection of Employees

- 2.1 The Supplier shall provide the employee specified in the Order Form (“**Outsourced Employee**”) in accordance with the scope stated in **Annex A**.
- 2.2 For the avoidance of doubt, the Supplier shall have full discretion to select one or more of its employee(s) to perform the Services provided that any employee selected by the Supplier shall have the requisite qualifications and experience to perform the Services.
- 2.3 The Customer acknowledges that the Outsourced Employee shall only be required to perform the Services. No other services shall be provided or implied.
- 2.4 Under no circumstances shall the Outsourced Employee be deemed or considered an employee of the Customer when performing the Services and should not be represented as such.
- 2.5 For the avoidance of doubt, the Customer is not entitled to insist upon a specific employee to perform the Services and acknowledges that the Supplier is entitled to send any of its employees to perform the Services as long as the employee has the requisite qualifications and experience to perform the Services.
- 2.6 The Customer acknowledges that even if a particular employee is specified in the Order Form, this specification only represents the Supplier's intent in good faith to utilize the specified employee as at the time of the Order to fulfil the Supplier's obligations under this Agreement. The specification of a particular employee does not amount to a contractual or binding commitment on the part of the Supplier to utilize only the specified employee to perform the Services.

3. Additional Request

- 3.1 In the event that the Customer requires the Outsourced Employee for any time outside the agreed timing, the Customer shall submit a written request by way of email to the Supplier at least one week in advance of when the Customer requires the Outsourced Employee.
- 3.2 Subject to agreement for additional fees based upon man-day/man-hour, the Supplier will use its best endeavours to accommodate such request on the part of the Customer. In such a case, the Customer acknowledges that the Supplier may send any of its employee provided the employee possesses the requisite qualifications and experience to perform the Services.

4. The Supplier's Responsibilities

- 4.1 The Supplier will ensure that the Outsourced Employee has the requisite qualifications and experiences to perform the Services.
- 4.2 The Supplier shall provide the Outsourced Employee with adequate resources and support to ensure the Outsourced Employee is able to perform the Services.
- 4.3 The Supplier will ensure that the Outsourced Employee continued to be paid in accordance with the terms of his employment with the Supplier.
- 4.4 In the event that the Outsourced Employee resigns or leaves the employ of the Supplier for any reason whatsoever, the Supplier shall procure a suitable replacement personnel for the Customer and such replacement personnel shall also have the requisite qualifications and experiences to perform the Services.
- 4.5 During the term of this Service Schedule, the Supplier warrants that the performance of the Services by the Outsourced Employee shall not contravene any prevailing laws or regulations.

- 4.6 Where the Customer has selected in the Order Form the option of a backup replacement when the Outsourced Employee is on medical leave or on leave, the Supplier shall at its discretion either (i) send a replacement; or (ii) arrange an additional day for the Customer on a day to be agreed.

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 Outsourced Employees to perform only the Services;
- 5.1.2 to grant to the Outsourced Employee 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 Outsourced Employee 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 Outsourced Employee so that the Supplier may take suitable steps to remedy this.

6. Fees and Expenses

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

7. Warranty and Default

- 7.1 The Supplier warrants and undertakes that:

- 7.1.1 All personnel selected as the Outsourced Employee 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 employees 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

STAFF AUGMENTATION SERVICES SCHEDULE

PART 1: Scope of Services which Outsourced Employee is able to perform:

Activities	Coverage
Overview	Preparation and Deployment of New IT Equipment
	End User Computing Equipment Health Check
	End User Computing Equipment Maintenance
	New Software Deployment and Software Update Rollout
	IT House Keeping
	Decommission of IT Equipment
	Assist in Disaster Recovery Exercise
	Internal IT Document/System Updates
	IT Inventory Update/Maintenance
	External Project Coordination and Support
	IT Relocation
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

Activities	Coverage
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
End User 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
	Software installation
	Setting Configuration
	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
External Vendor Coordination	Reformatting of End User's Desktop or Laptop Computer
	Escalation to manufacturer, supplier or external vendor regarding faulty hardware
	Coordinate hardware repair efforts of manufacturer, supplier or external vendor
	Submit and coordinate warranty claims

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