



- (e) ensure, maintain and allocate adequate staff, facilities and resources from time to time to perform its obligations under this Agreement;
- (f) ensure that at all times all employees, consultants and/or agents involved in the Services are properly trained and skilled to perform the Services.

THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES TO BE PROVIDED BY TC ITECH UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **3. THE CUSTOMER'S OBLIGATIONS**

3.1 For the purposes of TC ITECH's rendition of the Services, the Customer shall:-

- (a) Provide TC ITECH with such information as may be required by TC ITECH for troubleshooting purposes;
- (b) Provide for TC ITECH, in a timely manner and at no charge, access to the Customer's premises, data, and facilities as reasonably required by TC ITECH to enable it to provide the Services; and
- (c) Where necessary, grant TC ITECH with the requisite access the Customer's system.

For the avoidance of doubt, TC ITECH shall have no liability for any failure to provide or delay in providing the Services in accordance with the terms of this Agreement to the extent that such failure or delay results from the failure of the Client to comply with Clause 3.1.

### **4. REIMBURSEMENTS**

- 4.1 In the event TC ITECH is required to travel out of office to perform the Services for the Customer, both Parties shall discuss and agree on the rate of reimbursement for the relevant expenses in connection thereof.
- 4.2 In the event where the Customer shall require TC ITECH to perform any other additional services that is not within the "Scope of Services" listed in the **First Schedule** (for e.g. the services listed in the "Out of Scope" column of the **First Schedule**), TC ITECH shall be entitled to bill the Customer on a time and material basis at its then-prevailing rates.
- 4.3 In the event that all or any part of the payment by the Customer to TC ITECH shall be subject to any service tax or any similar tax by whatever name called ("**Taxes**"), the payment of such Taxes shall be borne solely by the Customer.

### **5. SUSPENSION & TERMINATION**

- 5.1 TC ITECH shall have the right to suspend the provision of the Services in conjunction with the suspension of the Customer's right by TC ITECH under the End User License Agreement ("**EULA**").
- 5.2 This SLA will be valid throughout the Customer's subscription for DriveIT. This SLA shall be terminated automatically and concurrently with the termination of the Customer's DriveIT subscription for any reason whatsoever.

### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Both Parties agree that all enhancements, corrections, fixes, new releases and any other work product created by TC ITECH (including any Intellectual Property Rights associated with it) in connection with the Services provided hereunder shall belong to TC ITECH, regardless of whether the Customer may have contributed to the conception, joined in its development, or paid TC ITECH for the development or use of the same.

- 6.2 The Customer undertakes not to cause or permit anything which may damage or endanger the Intellectual Property Rights of TC ITECH, and shall not do or authorize any third party to do any act which would or might invalidate or harm the Intellectual Property Rights TC ITECH, .

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**FIRST SCHEDULE**

(which is to be taken, read and construed as an essential part of this Agreement)

**Details of Services**

Scope Category	Scope of Services	Out of Scope
Incident Support*	<ul style="list-style-type: none"> <li>● Helpdesk Support</li> <li>● Application and database stability and availability</li> <li>● Application rectification and testing</li> <li>● System problem detection and root cause analysis</li> <li>● Data accuracy</li> </ul>	<ul style="list-style-type: none"> <li>● Application functional re-engineering</li> <li>● Onsite support</li> <li>● Non-Business Hours standby</li> <li>● Downtime caused by:-                             <ul style="list-style-type: none"> <li>i. WAN unavailability;</li> <li>ii. computer virus, worms and similar attacks, due to the default of the Customer;</li> <li>iii. disaster, accident, and other causes that are beyond the Parties' control and which affects the operation of the relevant application/ system/ software, including lightning, fire, severe weather;</li> <li>iv. negligence, misuse, or erroneous operation of the application/ system/ software on the part of the Customer, including but not limited to failure by the Customer to operate the application/ system/ software within the recommended operating environment.</li> </ul> </li> <li>● User Training</li> <li>● New application deployment or enhancements.</li> <li>● Data update back to application</li> <li>● Interfaces with thirty-party systems</li> <li>● Maintain, support and change of any hardware, software &amp; license purchased by the Customer without TC ITECH's involvement</li> <li>● Add CPU, Disk and RAM</li> <li>● Issue/problem that was not reported via proper channel to the designated IT Service Desk****</li> </ul>
Service Request**	<ul style="list-style-type: none"> <li>● Remote software installation</li> <li>● User access management</li> <li>● System administration &amp; maintenance                             <ul style="list-style-type: none"> <li>- Application update and maintenance</li> <li>- System performance monitoring</li> <li>- Master data set-up</li> <li>- Training environment set-up</li> <li>- Data extraction</li> </ul> </li> </ul>	
Hosting	<ul style="list-style-type: none"> <li>● Application hosting</li> <li>● Server and storage hosting</li> <li>● Monitoring physical server resources consumption</li> <li>● System and database server health check</li> <li>● Security audit and access control</li> <li>● Data backup</li> <li>● System technical support                             <ul style="list-style-type: none"> <li>- Application server configuration</li> <li>- Security policy set-up and maintenance</li> </ul> </li> </ul>	

\*IT Service Desk particulars:-

Email [it.servicedesk@tanchonggroup.com](mailto:it.servicedesk@tanchonggroup.com)

Tel: 03-40478733

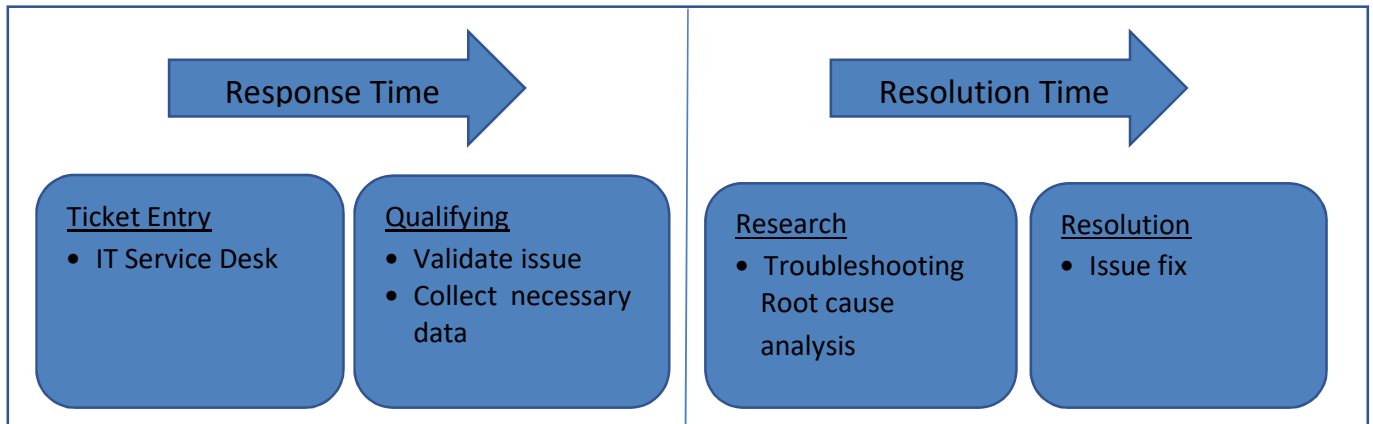
Save and except for the "Hosting Services (which shall be available on 24/7 basis), the remaining Services of the TC ITECH shall be available during the business hours of TC ITECH as follows ("**Business Hours**"):-

Monday to Friday: 8:30am – 6.15pm

For the avoidance of doubt, the Business Hours shall **exclude** government gazetted public holidays for Wilayah Persekutuan, Kuala Lumpur. Any request for the Services (save for “Hosting” Services) outside the Business Hours shall be subject to additional charges at such rate as may be determined by TC ITECH from time to time.

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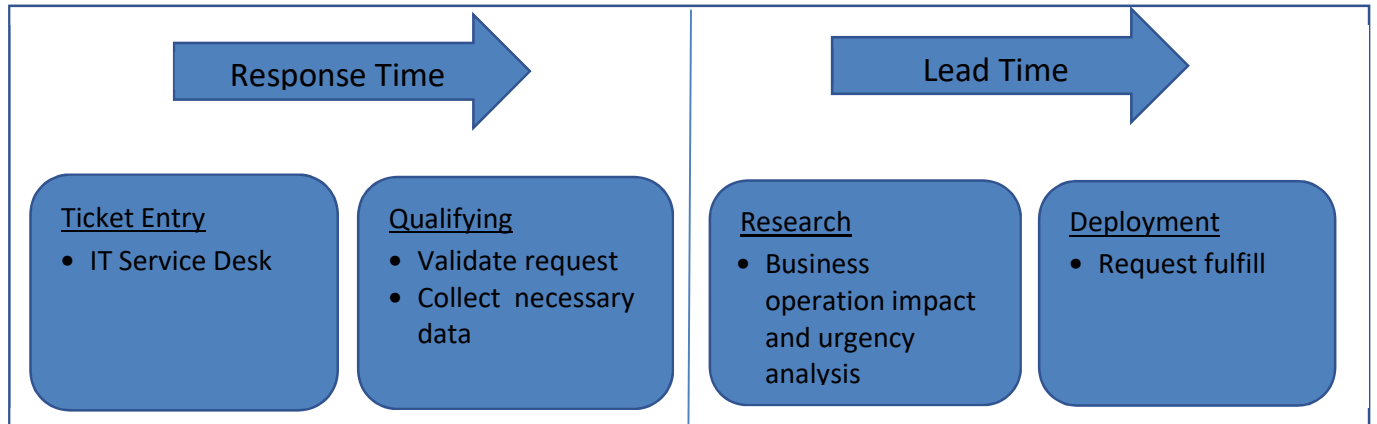
\*Incident Support Response and Resolution Time



Incident Severity Level

Severity Level	Description	Resolution Time
1 – Critical	Production System or Server down	4 hours
2 – High	A critical business process is impaired, causing a serious disruption of a major business function and is causing a serious impact on daily functions or processing, and there is no acceptable workaround.	8 hours
3 – Medium	Non critical issue occurs, there is an acceptable workaround for the issue	3 working days
4 – Low	An inquiry or low impact issue that does not require immediate attention.	5 working days

**\*\*Service Request Response and Lead Time**



**Service Request Priority**

Priority Level	Business Operation Impact and Urgency	Lead Time
1 – Critical	Impact : High Urgency : High	3 working days
2 – High	Impact : Medium Urgency : High	7 working days
3 – Medium	Impact : Low Urgency : Medium	14 working days
4 – Low	Impact : Low Urgency : Low	30 working days

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**SECOND SCHEDULE**

(which is to be taken, read and construed as an essential part of this Agreement)

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**Service Level**

<b>Category</b>	<b>Service Level</b>
Incident Support	90% Incident Resolution based on severity
Service Request	90% Deliverable based on priority
Hosting	95% Service Availability

The Service Level shown above will be calculated and reported by TC ITECH to Customer on a **monthly basis**.

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## THIRD SCHEDULE

(which is to be taken, read and construed as an essential part of this Agreement)

### Rebate

1. In the event that any of the Services by TC ITECH in any given month shall fall below the stipulated Service Level, the Customer may apply for a deduction on the subscription fees for that particular month in respect of such Services (“**Service Credit**”) as follows:-

	<b>Rate of Service Credit entitled by the Customer</b>
a) Breach of the monthly Service Level for each of the Incident Support or Service Request Services	A total deduction at 5% of the subscription fees of that particular month for the affected Service item only.
b) Breach of the monthly Service Level for the Hosting Services	A total deduction at 5% of the subscription fees for that particular month for the affected Service item only.

2. The Service Credit shall be the Customer’s only remedy and under no circumstances shall the Customer be entitled to any other refund or deductions of the subscription fees, other than via the Service Credit, for any breach of the Service Level by TC ITECH.
3. The Customer shall submit a request for Service Credit within fourteen (14) days from the end of the month in which TC ITECH has failed to meet the Service Level. TC ITECH will investigate the cause of the breach of the Service Level. Where the investigation shows that the breach is due to external factors beyond TC ITECH’s control (e.g. breakdown on the part of telecommunication service provider), no Service Credit will be granted; Service Credit will be granted where the investigation shows that breach of the Service Level is due to TC ITECH’s default.
4. The Customer shall not be entitled to claim for Service Credit when there is any outstanding payment that is due and payable by the Customer to TC ITECH.

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