

SERVICE LEVEL AGREEMENT (SLA)

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

*IT Service Desk particulars:-

Email it.servicedesk@tanchonggroup.com

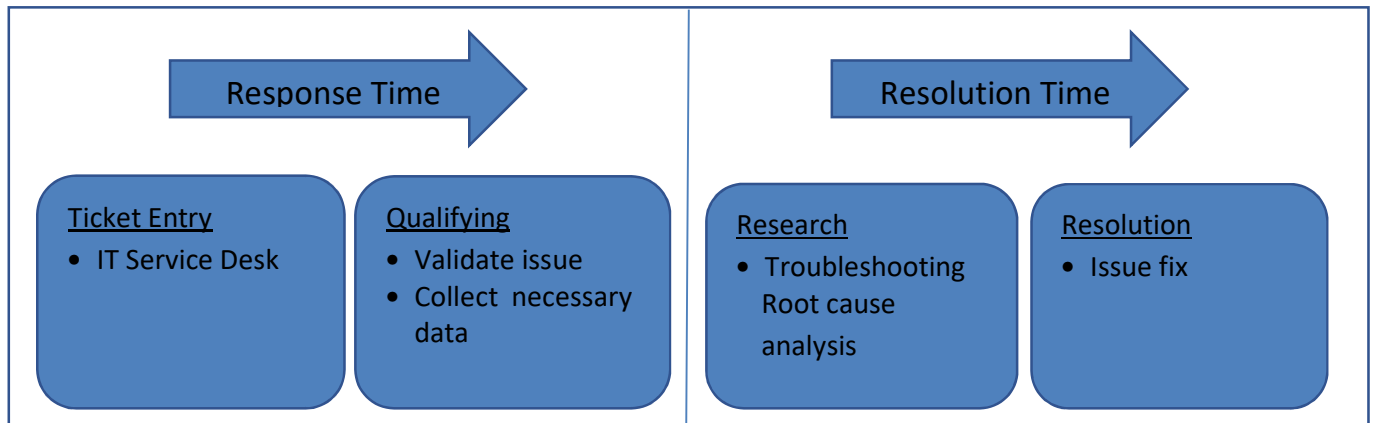
Tel: 03-40478733

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.

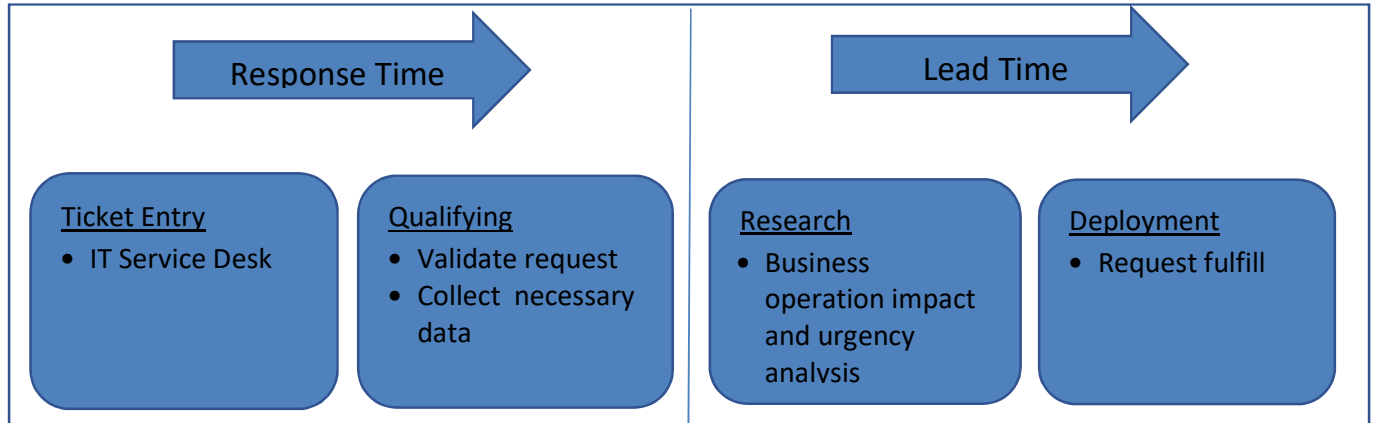
Incident Support Response and Resolution Time



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

Service Level

Category	Service Level
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 on a **monthly basis**.

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 Company may apply for a deduction on the monthly Service Fees in respect of such Services (“**Service Credit**”) as follows:-

TABLE A – Rate of Service Credit

	Rate of Service Credit entitled by the Company
a) Breach of the monthly Service Level for each of the Incident Support or Service Request Services	A total deduction at 5% of the Service Fees of the affected Service item only.
b) Breach of the monthly Service Level for the Hosting Services	A total deduction at 5% of the Service Fees of the affected Service item only.

2. The Service Credit shall be the Company’s only remedy and under no circumstances shall the Company be entitled to any other refund or deductions of the Service Fees, other than via the Service Credit, for any breach of the Service Level by TC ITECH.
3. The Company 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 Company shall not be entitled to claim for Service Credit when there is any outstanding payment that is due and payable by the Company to TC ITECH.