

## TECHNICAL SUPPORT SERVICES TERMS OF SERVICE

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This Terms of Service (including any Exhibits) governs your use of the Support Services and is subject to the Master Services Agreement General Terms available at <https://tivoralabs.com/agreements> or, as applicable, other base agreement between you (Client) and TIVORA LABS SDN. BHD. (Company). Capitalized terms without definitions in this Terms of Service have the meaning defined in the base agreement. In the event of a conflict between this Terms of Service and the base agreement, the terms of this Terms of Service control.

1. **Support Services.** Subject to scope of subscription and payment of applicable fees, Company shall provide Support Services consisting of Service Desk and Corrective Maintenance service to support named set of Services ("Workloads").
2. **Initial Term.** Initial Term of Support Services subscription shall be twelve (12) months.
3. **Payment.** Unless otherwise agreed to in writing by both parties, Company shall invoice Client on an annual basis in advance, billable one (1) month prior to the commencement of Support Services at the rates specified in Schedule Of Services continuing through the end of the Initial Term.
4. **Service Activation.** Unless otherwise agreed to in writing by both parties. Support Services shall only commence and activated after completion of payment.
5. **Workload Types.** Company shall support Workloads listed in a Workload Catalog. Company from time-to-time may revise supported Workload Types set forth in the attached exhibits. Company shall give a minimum one (1) month prior notice to Client should there shall be changes to supported Workload Types. Both Parties agree to resolve dispute on the Workload Types revision through negotiations in good faith.
6. **Service Desk.** Subject to the payment of applicable fees. Company shall provide Service Desk to support a named set of Service Node ("Workloads"), consisting of:
  - a) Facilities for case and issue tracking.
  - b) Escalation of problems for priority attention.
  - c) Establishment of communication channels according the channel list specified in the Service Level Agreement (the "SLA")
  - d) Personnel standing by to handle Service Request and respond to Client within the time frame specified in the SLA
  - e) Recommend actions to be taken to resolve reported issue.
7. **Service Desk Service Levels Agreement.** Service Desk shall be provided in accordance with initial response time guidelines as indicated in the table below. Initial Response Time depends on the type of subscription level (e.g., "Basic," "Advanced", "Critical") that Client has purchased.

Service Level	Basic	Advanced	Critical
Channels	Web, E-mail	Web, E-mail, Phone	Web, E-mail, Phone
Hours	8x5 9:00 am to 5:00 pm, Monday to Friday, excluding Public Holidays	16x7	24x7
Severity 1	4 business hours	1 hour (phone) 2 hours (email)	30 minutes (phone) 1 hour (email)
Severity 2	Next business day	4 hours	30 minutes (phone) 2 hours (email)
Severity 3	Next business day	8 hours	4 hours
Severity 4	Next business day	Next day	Next day

8. **Severity Levels.** Company shall prioritize support cases and issues in accordance with the guidelines below, and may re-evaluate severity levels upon availability of a workaround.

## TECHNICAL SUPPORT SERVICES TERMS OF SERVICE

- a) Severity 1: When a critical system or network component or key application is under outage (or imminent outage) with critical impact on Client service delivery in terms of services and revenue
- b) Severity 2: A key component of solution, an application across all users, or a set of critical user's application or network is down, degraded, or unusable leading to performance and degradation of service OR an incident which is not yet Severity 1, but might lead to a potential Severity 1 incident.
- c) Severity 3: A component, application or procedure is down, unusable, or difficult to use which might have some operational impact but there is no impact on service delivery at Client side OR there is an application outage reported in some application but there is a alternative workaround available. All reported incidents which degrade the service but do not prevent the delivery of the service by Client.
- d) Severity 4: When a component of solution or process, not critical to collective users is unusable and there is no impact to service and production.
9. **Support Levels.** Company shall categorize and escalate support cases and issues in accordance with guidelines below, and re-evaluate escalation level upon availability of workaround.

Support Level	Scope
<b>Support Level 1</b>	<ul style="list-style-type: none"><li>• Ticket registration</li><li>• Ticket confirmation to issue reporter</li><li>• Basic troubleshooting support</li><li>• FAQ support</li><li>• Solution from knowledge base</li><li>• Escalation to level 2</li></ul>
<b>Support Level 2</b>	<ul style="list-style-type: none"><li>• Escalation from level 1</li><li>• Status update to reporter</li><li>• Check integration issues</li><li>• Check configuration issues</li><li>• Check interoperability issues</li><li>• Log analysis</li><li>• Knowledge base entry</li><li>• Escalation to Level 3, original developers, or principal vendors of affected components.</li></ul>
<b>Support Level 3</b>	<ul style="list-style-type: none"><li>• Escalation from level 2</li><li>• Code review</li><li>• Architectural review</li><li>• Bug fixing</li></ul>

Unless otherwise specified, Company shall provide Level 1 and Level 2 support for all the covered Workloads with:

- a) Level 3 support for Open Source software shall be provided on best effort basis. Should Client require enterprise grade Level 3 support for specific software, Client shall purchase separate subscription to Enterprise Support with Level 3 coverage from Level 3 Support Providers.
- b) Level 3 support for custom developed applications shall be considered as Professional Services and shall be subject to the Service Engagement Process set forth in Professional Services Terms Of Service. Client shall provide the documentation, tools, licenses to software, access to source code and access to relevant systems required to read, edit, compile, test, package and deploy the application should any changes to source code is required.
- c) Support for Proprietary Software shall be provided only if client have active licenses and support subscriptions to the respective Proprietary Software.
10. **Phone Support.** Phone Support should be limited for Severity 1 and Severity 2 issues and shall be tracked in the case and issue tracking facilities.

## TECHNICAL SUPPORT SERVICES TERMS OF SERVICE

11. **Issue Resolution.** Company, through the performance of Services should provide recommendation to Client on actions that can be taken to resolve the issue.
- a) If Client does not subscribe for corrective maintenance services, an issue shall be considered resolved after Company have provided a recommendation on actions that have to be taken by Client to resolve the issue, and Client have applied the recommended actions and confirmed that the issue have been resolved.
  - b) If Client subscribe for corrective maintenance services, an issue shall be considered resolved after Company have provided a recommendation and have applied the recommended actions and Client confirmed that the issue have been resolved.
  - c) Severity 1 , Severity 2 and Severity 3 issues shall be considered as resolved when the affected components are back operational and able to commence service, regardless whether solution is short term or long term. Company may revise the severity level of an issue after recommendation have been applied.
12. **Solution Recommendation.** Recommendations should be based on known, standard best practices for regularly occurring issues and may include recommendation for Client to engage in additional Services which shall be conducted in accordance to Service Engagement Process set forth in the Professional Services Terms Of Service ("Service Engagement Process").
13. **Case Closure.** Company should make reasonable efforts to obtain the Client agreement that an issue is resolved prior to the closure of a case. If the case is updated by a Company personnel and Company receives no response from Client within three (3) business days of such update, two (2) additional attempts shall be made to notify the Client of such update. In each case, Company will wait two (2) business days for Client to respond. If, after the third (3rd) attempt, Company has still not received a response from Client, the case shall be automatically closed.
14. **Corrective Maintenance.** Subject to scope of subscription and payment of applicable fees, Company shall provide commercially reasonable best effort to resolve detected and reported issues.
15. **Corrective Maintenance Service Level Agreement.** Deployment of personnel to conduct issue resolution or corrective maintenance services shall be in accordance to following guidelines as indicated in the table below. Personnel Deployment Time depends on the type of subscription level (e.g., "Basic," "Advanced", "Critical") that Client has purchased.

Service Level	Basic	Advanced	Critical
Contact Channels	Instant Messaging, E-mail, Phone	Instant Messaging, E-mail, Phone	Instant Messaging, E-mail, Phone
Hours	8x5 9:00 am to 5:00 pm, Monday to Friday, excluding Public Holidays	16x7	24x7
Severity 1 (Phone)	4 business hours or next business day	4 hours	1 hour (remote) 4 hours (on-site)
Severity 2	Next business day	Next day	2 hours (remote) Next day (on-site)
Severity 3	Next business day	Next day	Next day
Severity 4	Next business day	Next day	Next day

## TECHNICAL SUPPORT SERVICES TERMS OF SERVICE

16. **Corrective Maintenance Personnel Deployment Method.** Deployment of personnel to conduct corrective maintenance services shall be in accordance to following arrangement:
  - a) Personnel should be deployed either on-premise or through remote access.
  - b) On-premise deployment outside the Coverage Area shall incur travel and expenses that shall be incurred and billed separately.
17. **Issue Analysis.** Subject to scope of subscription and payment of applicable fees, Company shall provide commercially reasonable best effort to provide Issue Analysis report for reported issues. Complex issue may require deployment of personnel to conduct deeper analysis activities before a recommendation can be provided. In such case, Client agree that the RCA shall be conducted in accordance to Service Engagement Process in Professional Services Terms Of Service.
18. **Remote Management.** The Service shall be delivered remotely from Company own premises, with on-premise deployment of personnel to Client premises only when there are issues that could not be resolved remotely.
19. **Professional Services.** Consulting, Requirement Study, Architectural Design, System Design, Development, Quality Assurance, System Administration, and Change Management Board ("Professional Services") shall be subject to the Service Engagement Process set forth in Professional Services Terms Of Service.
20. **Tools.** Company reserve the rights to select and use the tools it deem suitable for the purpose of delivering the Services.
21. **Complex Issues.** Issue resolution that requires procurement of additional hardware or software components, requires fixes that significantly change the design of a system, requires cleaning or correcting values in data, development of patches, or requires development of new features, programs or ETL shall be subject to the Service Engagement Process set forth in Professional Services Terms Of Service.
22. **Client Responsibilities.**
  - a) Client shall provide secure remote access to Service Nodes that are to be managed as part of this Support Services using one of the following supported Virtual Private Network ("VPN") protocols, configured without any auto disconnect policy:
    - i) OpenVPN
    - ii) IPSec or L2TP/IPSec
    - iii) Fortinet SSLVPN
    - iv) Juniper / PulseSecure VPN without Host Checking
  - b) If Client is unable to provide remote access through the above supported VPN protocol, Client shall provide a single physical server or virtual machine with access to Service Nodes, where Company can install and configure VPN connectivity to Company's own VPN infrastructure.
  - c) Client shall advise Company of applicable regulatory requirements or obligations which may affect Company's provision of the Services.
  - d) Client shall provide the hardware, networking, software licenses, backup infrastructure, and disaster recovery site for Workloads covered by this Support Services.
  - e) Following responsibilities applies to Service Desk requests:
    - i) provide clear description of business requirements or issue being faced.
    - ii) provide commercially reasonable cooperation and full information to Company with respect to the issue.
    - iii) assist Company technical support staff until problem resolution is attained. Required activities by Client may include:
      1. logging into the systems for problem diagnosis
      2. downloading and installation of patches
      3. retrieval and transfer of system logs or files
      4. re-installation of existing product
      5. participation in test and validation of fixes
    - iv) provide to Company any required logs, screenshots and information required for the analysis of the issue.
    - v) Client shall apply the provided recommendations to resolve the issue or choose to engage professional services from purchased corrective maintenance services bucket.

## TECHNICAL SUPPORT SERVICES TERMS OF SERVICE

### 23. **Assumptions & Limitations.**

- a) Any Change implemented by Client that could affect the performance of Company's tools (i.e. management, monitoring, etc.) or Company's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.
- b) All major releases or upgrades of software are expressly excluded from the Services and will incur additional costs through a mutually agreeable change management process.
- c) If it is necessary for Company to provide additional Professional Services for implementation of fixes or enhancements, the Company shall provide a separate Statement of Work that defines activities and the services rate required to complete the work.
- d) Any requested Change to the Client's environment which results in an increase in Entitlements may be subject to additional fees.

24. **Entitlements.** Entitlements to Support Services are subject to the specific packages subscribed by Client. Company and Client shall manage an inventory of assets that shall be covered by the Support Services subscriptions.

25. **Coverage Area.** Support Services shall cover the area of Klang Valley.

26. **Coverage Limitations.** Support Services shall not cover issues caused by third party hardware, software, network, personnel or other component or services which are depended by, depending on, or not a part of the Support Services Coverage items.