

SERVICE TERMS AND CONDITIONS

A. DEFINITIONS

the following terms shall have the meanings assigned to them hereunder:

- (i) "Company" Belina Time Systems (Private) Limited or designated 3rd parties supporting Belina Software infrastructure.
- (ii) "Equipment" computer hardware, network, or systems on which the Software System is installed.
- (iii) "Licensee" the organisation or individual licenced to use the Software System.
- (iv) "Software System" all software, hardware and systems owned, developed, and/or distributed by Belina including but not limited to Belina Payroll^{HR} software and Belina Connect.
- (v) "Support Location" the location of the on-premise equipment
- (vi) "Product Location" the location at which the Equipment and/or Software System is installed and/or utilised.

1. The Company agrees to have available, to the Licensee, information about new revised editions of the single versions of the Software System when such editions become available, and such provision of information by Company to Licensee shall be on request of the Licensee. The Licensee will undertake their delivery to the Support Location, either physically or remotely online, as prescribed by the Company from time to time.
2. The Company shall use its best efforts to maintain the most recent version of the Software System for the Licensee at the Support Location. The Licensee hereby agrees not to modify or disclose the Software System to third parties or utilise it for any purpose other than to assist the Licensee's technical staff to provide operations support at the Product Location.
3. As part of Maintenance Services, the Company agrees (to the extent reasonably possible and subject to these Service Level Terms and Conditions) to provide continuous software support including, but not limited to, error-corrections, procedural questions, recovery and backup information, and general consultation where any specific application problem exists.
4. The Company will review any problem encountered by the Licensee, in using the Software System, as per Problem Reporting Procedure described herein below, and provided that the Company is satisfied that the problem is caused by malfunction of the Software System, and such malfunction has not been caused by abuse or misuse of the Software System, or by modification or addition to the Software System not performed by the Company, or by failure of or change to the Equipment. The Company will then correct the malfunction as soon as practicable without charge to the Licensee.
5. In the event that the Company determines that a problem notified by the Licensee has been caused by abuse or misuse of the Software System, or by modification or addition to the Software System not performed by the Company, or by failure of or change to the Equipment, then:
 - i) the Licensee agrees and undertakes, if so required by the Company, to reimburse the Company, upon demand, the cost of such support work, calculated on a time and materials basis at the Company's then standard fee rates, for work performed by the Company in investigating the problem, and
 - ii) the Company, at Licensee's request, will advise the Licensee whether the Company can correct or assist in resolving such problem on a best effort basis and will advise the Licensee of the terms under which the Company will undertake the same. On written acceptance of such time and material terms by the Licensee, the Company will then correct or assist in resolving the problem in accordance with such terms.

6. The Licensee shall be responsible for the following:
- i) Formally raising all support requests in the formats and as per the procedures prescribed by the Company from time to time.
 - ii) Carrying out all the recommendations of the Company for determining the nature or cause of a problem and for the resolution of the same.
 - iii) Performing the User Acceptance Testing of the corrected software provided by the Company and informing the Company about its acceptance. In case the Licensee does not respond to the Company within twenty-four (24) working days of the delivery of the corrected software, the corrected software shall be deemed accepted by the Licensee.
 - iv) Implementing corrected software and/or maintenance releases at all the Product Locations of the Licensee.
 - v) Undertaking regular maintenance of the Equipment including preventive maintenance.
7. In the event of any upgrade/change being necessary to the Equipment due to whatever reason, and such change is deemed necessary by the Company and effected in the maintenance release of the Software System by the Company:
- i) The Company will advise the Licensee of such change at least thirty (30) days prior to the release date of the maintenance release; and
 - ii) The Licensee shall affect the necessary upgrade/change in the Equipment installed at the Product Location.
8. The Licensee shall give the Company full access (physical and/or remote) to the Support Location and/or Product Location, to the Software System, and to the Equipment to enable the Company to provide the Maintenance Services. The Licensee shall also make available information, facilities and services reasonably required by the Company for the performance of its obligations under these Service Level Terms and Conditions.

PROBLEM REPORTING PROCEDURE

9. Classification

The support requests will be classified by the Licensee as Queries, Faults or Enhancements and assigned (as described here below) appropriate priority.

a) Queries

These are requests for advice on the correct usage of the Software System. These can be resolved without any change to the Software System.

b) Faults

These are reported when the Software System either aborts or does not function as per the Company Standard Documentation. Faults should be prioritised as:

- (i) *Emergency Priority*: Where the problem is of such severity that the operation of the Software System cannot be continued.
- (ii) *High Priority*: Where the problem causes severe difficulties to the operation of the Software System, although its operation can be continued by implementing compensating controls or by other workarounds.

- (iii) *Low Priority*: Where the problem does not cause severe difficulties to the operation of the Software System.

c) Enhancements

This pertains to alteration and/or enhancement of the functioning of the Software System from the Company Standard Documentation. Enhancements can be prioritised as follows based on the Licensee's business requirements: High, Medium, or Low.

10. Reporting Method

10.1 The Client/Licensee will use email communication to formally report any queries, faults, or enhancements to the Company. The following email addresses will be used in communicating with the Company:

- (i) Payroll@belinamail.com
- (ii) Support@belinamail.com

10.2 In an emergency, the Licensee may communicate the problem to the Company.

11. Support Request Contents

A written support request by the Licensee must including the following contents / details:

Release No.:	The version/release no. of the Software System installed at the Product Location.
Priority:	Support Request Priority as assigned by the Licensee.
Description:	A short description to define and identify the problem.
Date:	The reporting date and time.
Originator:	The name or initials of the Customer Support Contact at the Licensee's Support Location.
Detailed description:	This describes the scenario of the problem in detail whilst the problem occurred. It may contain part or all of the following fact findings: <ul style="list-style-type: none">- Which program was running at the time when the problem occurred?- The detail of the parameters used / screen inputs- Any messages displayed on the screen / printouts available- System dump, file dump or screen dumps available- The erroneous results produced and the expected correct results

12. Enhancement Request Contents:

Where an enhancement request is being made, such request must include a detailed description of the enhancement required. When necessary, a formal description of the requested functionality of the Software System (e.g., definition of the data inputs, outputs and data processing required) must be provided by the Licensee.

13. Support Request Processing

13.1 When the support request is received, the Company will review the request and perform one or more of the following:

- (i) Review the Support Request priority and the classification assigned by the Licensee;
- (ii) Prepare the resolution or inform the date by which the resolution will be available; and/or

- (iii) In the event the impact of the support request is significant and the analysis of the request takes more than one (1) day, the date by which the schedule will be available and provided.

13.2 The Company reserves the right to revise the priority of the request and change the classification after its review. Whenever the classification and/or the priority is modified by the Company, the Licensee will be informed of the decision stating the reasoning and/or a workaround solution.

13.3 The table below provides the service levels that will be provided by the Company. The Company will make its best endeavours to maintain these service levels.

Type of request	Initial Response	Final response or Fix provided
<i>Fault Report</i>		
Emergency Priority	Workaround or agreed action plan within 24 Hours.	As per the agreed action plan.
High Priority	Schedule for resolution within 3 working days	Next maint. release or 14 working days
Low Priority	Schedule for resolution within 5 working days	Next maint. release
Query	Response / Schedule for response with 2 working days	N.A.
Enhancement Request	Response / Schedule for response with 3 working days	Mutually agreed timeframe

13.4 In the above table, the clock for the response times starts on the receipt of the support request at the Global / Local Support Centre, as the case may be, and stops when the response is sent out. In the event of the originator having to furnish additional information on the support request, the clock will be stopped when such communication is sent back to the originator and restarted when a valid response is received from the originator.

14. Processing Details

The details of the processing are described hereunder:

14.1 Emergency Request

14.1.1 Where an emergency request is reported, the Company will, within twenty-four (24) hours, agree with the Licensee an action plan to ensure that the operation of the Software System can be continued, by one (or a combination) of the following methods (set out in clause 14.1.2 & 14.1.3 below).

14.1.2 *User errors resulted from mis-use of the Software System:*

Advise correct operation of the Software System.

14.1.3 *Errors resulted from malfunction of the Software System:*

- (i) Provide instructions on a temporary change to the Operational procedures of the Software System to bypass the problem.
- (ii) Provide instructions to the Licensee's Location to patch the software or the database. This can be a onetime program prepared by the Company and delivered to the Location.
- (iii) Provide instruction to the Licensee's Support Location to do a temporary fix to the software.

- (iv) A temporary solution to the support request will be made available to the Licensee's Location within 3 (three) working days.
- (v) Permanent revision to the software to correct the cause of the problem will be followed immediately by the Company and delivered to the Licensee's Location in the next Scheduled Release.

14.1.4 In case the operation of the Software System can be continued without correcting the cause of the problem, then this correction must be handled separately as a high or low priority problem as agreed between the Company and the Licensee.

14.2 High Priority Request

Where a high priority request is reported, the Company will correct the cause of the problem within three (3) working days, or, if the fixes involve substantial effort, the Company will provide to the Licensee a scheduled date for correcting the cause of the problem within three (3) working days.

14.3 Low priority request

Where a low priority problem is reported, the Company will, within five (5) working days, acknowledge the problem and advise the Licensee in which future release the cause of the problem will be corrected.

14.4 Enhancements

14.4.1 Where an enhancement request is reported, provided that the Company is satisfied with the adequacy of the information supplied on the requested enhancements, the Company will provide to the Licensee within a mutually agreed timeframe:

- (i) The cost of providing the enhancement.
- (ii) The number of elapsed days to provide the enhancement.

14.4.2 When agreement is reached between the Company and the Licensee on providing an enhancement, the scheduled date for providing such a revision to the Software System will be a date mutually agreed by both the parties. The enhancement activity will be initiated by the Company only after receiving a formal order letter with respect to cost and scheduled date by Fax/courier.

14.4.3 On Completion of the Enhancements, the Company will deliver the following items:

- (i) Changed Software which has been tested and quality assured.
- (ii) Documentation relating to the Enhancements together with implementation Instructions, if any.

15. Conflict

In the event of any conflict between these Service Level Terms and Conditions, and any other Terms and Conditions binding between the Parties, these Service Level Terms and Conditions shall prevail.