

# NETWORK BOX

## STANDARD

### SERVICE LEVEL AGREEMENT

STANDARD SLA					
SOC RESPONSE	PRIORITY LEVEL				
	CRI	INS	IMP	REQ	OTH
WORKING HOURS	24x7	12x6	9x5.5	9x5.5	9x5.5
RESPONSE TIME	3 hrs	0.5 hrs	6 hrs	6 hrs	6 hrs
<b>ON-SITE RESPONSE</b>					
WORKING HOURS	9x5.5	12x6	9x5.5	9x5.5	9x5.5
RESPONSE TIME Singapore	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
RESPONSE TIME Malaysia	48 hrs	48 hrs	48 hrs	48 hrs	48 hrs

\* For definition of Priority Level, see Page 14 of this document.

## **TABLE OF CONTENTS**

### **1.0 BACKGROUND**

### **2.0 INTRODUCTION**

- 2.1 Participants
- 2.2 Scope
- 2.3 Services Out of Scope
- 2.4 Terminology and Acronym Definition

### **3.0 SERVICES**

- 3.1 Security Services Life Cycle Support
- 3.2 Service Provider and Customer Responsibilities
- 3.3 Prioritisation of Services

### **4.0 SERVICE COST**

### **5.0 TERMS AND CONDITIONS**

- 5.1 Commencement
- 5.2 Term
- 5.3 Termination
- 5.4 Extension of Term
- 5.5 Notice
- 5.6 Order
- 5.7 Prices
- 5.8 Payment Terms
- 5.9 Upgrades
- 5.10 Retention of Title
- 5.11 Grant of Licence
- 5.12 Intellectual Property
- 5.13 Severability
- 5.14 Limitations
- 5.15 Features and Specification Changes
- 5.16 Load
- 5.17 Governing Law

### **6.0 DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

### **7.0 CONFIDENTIALITY**

### **8.0 FORCE MAJEURE**

### **APPENDIX**

- Appendix A – Description of Security Services
- Appendix B – Time Period Definition
- Appendix C – Response Times For SOC Remote Managed Services
- Appendix D – Response Times For On-Site Hardware Maintenance
- Appendix E – How To Ask For Support

## **1.0 BACKGROUND**

The Service Provider (SP) is an authorised Technical Service and Support Centre for Network Box products. The SP herein is Network Box (SIN) Pte Ltd.

The Network Box is a combination of computer hardware, software, and updating services, which together comprise a tightly integrated computer network threat prevention and security system.

## **2.0 INTRODUCTION**

The purpose of this Service Level Agreement (SLA) is to define the Services, responsibilities of both the SP and the Customer, the methods of delivery of Services, the process of problem resolution and the scope of the different levels of supports.

This SLA is effective as specified in the sales agreement.

The Customer agrees to make payments when they are due.

### **2.1 Participants.**

This SLA is between the Network Box Service Provider (SP) and the Customer.

The responsibilities of the SP and the Customer under this SLA are detailed in Section 3.2 of this document.

### **2.2 Scope.**

The scope of Services is limited to the support of technical environment, the performance of activities required to ensure the delivery of Services, and the performance of activities to implement the above environment.

### **2.3 Services Out of Scope.**

This SLA does not cover support for the Technical Services other than detailed in Section 3.2 of this document and in *Appendix A: Description of Security Services*. Examples of out of scope include support for Internet line at the Customer site and Customer provided equipment.

### **2.4 Terminology.**

In this document, the following terminologies and acronyms are defined:

*BOX* – Network Box device as specified in this document, and where more than one is specified, each one individually or all of them collectively as allowed by the context.

*Business Day* – Regular office working days as defined by the Network Box Standard SLA working hours.



*Customer* – Signatory of this SLA, as detailed in Section 9.0.

*Customer Breach Period* – Any period during which Customer is in breach of any of its Obligations.

*Customer Requirements and Responsibilities* – As specified in this SLA, and authorised by the Customer in writing.

*Documentation* – Any documents, whether provided in paper or electronic form, that are provided by the Service Provider in relation to any part of the BOX or the Software or the MSP.

*E-ticket* – Electronic ticketing system designed to handle and resolve all Security Services-related issues.

*Installation Addresses* – As specified in this document, and in the case where there is more than one address so specified, each one individually or all of them collectively as appropriate.

*Installation Date* – As specified in this document.

*MSP* – Managed Service Provision: the service, provided by the Service Provider, that is the subject of this Agreement.

*MSP fee* – The fee for the Managed Service Provision.

*SOC* – Security Operations Centre.

*SOC Time* – The local time at the SOC Support Centres.

*SOC Country* – The country where the SOC is located.

*Obligations* – Obligations under the terms of this Agreement.

*Provider Breach Period* – Any period during which the Service Provider is in breach of any of its Obligations.

*Software* – The software installed on the BOX.

*Service Provider (SP)* – Network Box Service Provider.

*SLA Class* – Refers to the different level of SLA the Customer chooses. Different SLA Classes correspond with different service coverage and prices to suit Customer's requirements.

*Time Period* – As detailed in *Appendix B: Time Period Definition*.

### **3.0 SERVICES**

#### **3.1 Security Services Life Cycle Support.**

The SP provides support to Customers throughout a “life cycle”, which consists of the following three phases: Consultation Phase, Installation Phase and Operational Phase. Specific duties and obligations under each Life Cycle phase are detailed in Section 3.2 below.

The SP cannot guarantee Services support will totally prevent security problems, but pledges its best efforts to maintain and fix security problems in the Customer’s network, as it relates to the **specifications of each BOX**.

##### **I. Consultation Phase**

The SP will schedule a consultation meeting with the Customer. The purpose of the Consultation Phase is for the SP and Customer to work together to derive the network security design and policy based on Customer’s specific security needs. Proper planning at this point is necessary to ensure the smooth and proper installation of the BOX and operation of the Security Services.

##### **II. Installation Phase**

The Installation Phase is completed once the equipment is installed at the Customer’s premises, and the Services have been successfully tested, giving Customer a Network Box Office Username and Password. Upon completion of the installation phase, Services are declared operational and billing for the service commences.

##### **III. Operational Phase**

The Operational Phase involves on-going monitoring, identifying and addressing security issues that arise. This also includes ongoing updates, patches and fixes of the BOX during the life of the Services.

#### **3.2 SP and Customer Responsibilities.**

The responsibilities of the SP and Customer covered by this SLA are described in the following tables. A detailed description of Services provided by the SP is listed in *Appendix A: Description of Services*. All required security information will be marked and stored as “Confidential”. The SP will work closely with the Customer to ensure smooth implementation of the Services.

**I. CONSULTATION PHASE**

	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Consultation Meeting</b>	<p>The SP will schedule with Customer a consultation meeting.</p> <p>The SP and Customer will work together to establish the initial policy/rules to be implemented, based on the Customer's security vulnerability assessment and risk analysis, and specific Customer requirements.</p>	<p>Customer agrees to perform a security vulnerability assessment and a risk analysis of it's own environment, prior to the consultation meeting.</p>
<b>Policy Design</b>	<p>The SP will recommend security options where applicable.</p> <p>Customer has the ultimate decision on the policies to be implemented, and accepts responsibility for the final policy.</p>	<p>To facilitate the consulting meeting, Customer is expected to provide the following information prior to or at the meeting:</p> <ul style="list-style-type: none"> <li>• A complete <b>Firewall/VPN Implementation Checklist</b>, a list of Customer <b>security requirements and goals</b> to be used as input to the joint development of the security policy by the SP and the Customer.</li> <li>• Current diagram of Customer's network showing, at the minimum, <b>all Internet accessible servers, routers and IP addresses in use.</b></li> </ul>
<b>Implementation Plan</b>	<p>The SP will receive an Implementation Plan from Customer for approval, indicating deliverables agreed upon in the meeting.</p>	<p>Customer will provide the SP with an Implementation Plan for approval, indicating deliverables agreed upon in the meeting.</p>
<b>BOX Design</b>	<p>The SP will design all BOX necessary to establish the requested service.</p>	n/a

<b>II. INSTALLATION PHASE</b>		
	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Pre and Initial Installation</b>	The SP and Customer establish configuration to meet Customer requirements.	Customer and the SP establish configuration to meet Customer requirements.
<b>Installation</b>	The SP will install the BOX at the installation site, at the agreed upon installation date and time.  Should this installation time be outside of business hours, a fee for deployment outside of office hours may be payable.	Customer agrees to work with the SP at the agreed date and time to allow the installation and operation of the BOX.
<b>Installation Data Form</b>	n/a	Customer is required to complete and submit the <b>Installation Data Form</b> . Service installation occurs at least <b>TWO (2) BUSINESS DAYS</b> from the receipt of a completed form.  Installation time and date will be postponed if Customer fails to submit a completed Installation Data Form.
<b>Service Installation</b>	Service installation occurs at least <b>TWO (2) BUSINESS DAYS</b> from the receipt of a completed <b>Installation Data Form</b> .  Installation date and time will be postponed if Customer fails to submit a completed Installation Data Form.	n/a
<b>Requirements for Physical Installation</b>	n/a	I. Access: Customer agrees to provide access to SP's engineer(s) to Customer site for the physical installation of the BOX.  II. Connection: Customer agrees to provide the necessary Ethernet ports for connection of the BOX to the Customer's LAN.

II. INSTALLATION PHASE		
	SERVICE PROVIDER RESPONSIBILITIES	CUSTOMER RESPONSIBILITIES
<b>Conditions for Physical Installation</b>	n/a	<p>I. Proper Conditions: Customer agrees to provide the BOX with clean power that meets the specification of the BOX, in an area maintained at a temperature and with ventilation appropriate for computer equipment.</p> <p>II. Reliable Connection: Customer agrees to provide the BOX with a continuous and reliable connection to the Internet (the SP cannot monitor or update BOX when there is no Internet connectivity).</p>
<b>Joint Testing</b>	The SP will conduct joint testing with Customer to ensure correct functioning of installed BOX.	<p>Customer agrees to coordinate service testing with the SP.</p> <p>Fallback procedures will be agreed upon prior to installation.</p>
<b>SOC Help Desk</b>	<p>The SP will provide help desk support through the SOC, based on the agreed "Time Period", as detailed in <i>Appendix B: Time Period Definition</i>.</p> <p>The SOC acts as a <b>single point of contact for all Security Services related inquiries, requests, or problem reporting.</b></p>	<p>Customer agrees to use the SOC help desk support as the <b>single point of contact for all Security Services related inquiries, requests, or problem reporting, via e-tickets, and comply with the protocols detailed in <i>Appendix E: How To Ask For Support</i>.</b></p>

**III. OPERATIONAL PHASE**

	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Proper Channels of Contact</b>	<p>I. SOC Help Desk: Customer agrees to use the SOC help desk support as the <b>single point of contact for all Security Services related inquiries, requests, or problem reporting, via e-tickets or telephone (only for instances when Internet access is unavailable), and comply with the protocols detailed in Appendix E: How To Ask For Support.</b></p> <p>II. E-ticket System: The SP will resolve Security Services related inquiries, problems and issues reported through the SOC primarily via the <b>electronic ticketing system.</b></p> <p>The e-ticket system works on a queueing system, where all e-tickets are dealt with according to “first come first serve” basis and depending on Priority Level.</p>	<p>I. SOC Help Desk: Customer agrees to use the SOC help desk support as the <b>single point of contact for all Security Services related inquiries, requests, or problem reporting, via e-tickets or telephone (only for instances when Internet access is unavailable), and comply with the protocols detailed in Appendix E: How To Ask For Support.</b></p> <p>II. E-ticket System: Customer agrees to <b>first use the e-ticketing system</b> when reporting all Security Services related inquiries, problems and issues.</p> <p>The e-ticket system works on a <b>queueing system</b>, where all e-tickets are dealt with according to “first come first serve” basis and depending on Priority Level.</p>
<b>Customer Point of Contact(s)</b>	n/a	<p>Customer agrees to establish a <b>24x7 genuine and reliable point of contact list</b> for the SP to contact for reporting and coordinating failures or emergency maintenance.</p> <p>This point of contact list will include the only authorised contacts for security related issues, including the approval of the initial security policy, and requesting policy changes.</p>
<b>E-mail System</b>	The SP may require Customer to acquire and maintain any email or communication systems as part of its Services.	Customer shall acquire and maintain any email or communication systems if such systems are required by the SP to render the Services.

<b>III. OPERATIONAL PHASE</b>		
	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Priority Level</b>	The SP will assign a <b>Priority Level</b> (severity criteria) to issues as it deems appropriate.	Customer agrees to request Support Services according to the level of priorities, detailed in <i>Section 3.4: Prioritisation of Services</i> .
<b>Service Response Time</b>	The SP will respond to issues within the “Response Time” specified in this SLA.	n/a
<b>Maintenance Response Time</b>	The SP will respond to hardware maintenance issues within the “Response Time” specified, and/or keep available spare equipment in inventory.	Customer agrees to work with the SP on a mutually agreed schedule to allow required maintenance services to be performed in a timely manner.
<b>Details and Progress on Raised Issues</b>	The SP will update Customer on issues raised at reasonable interval regarding its progress.	Customer agrees to provide necessary information and assistance to allow the SP to diagnose an issue.  Customer agrees to cooperate with and follow instructions provided by the SP for the purpose of resolving an issue.
<b>Notice of Planned Interruption</b>	n/a	Customer must provide prior notice to the SP before any planned interruption to the service caused by Customer, or advise as soon as possible after any unplanned interruption to the service caused by Customer.
<b>Reporting</b>	The SP will provide Customer with a <b>weekly</b> security report via email.	n/a
<b>Monitoring</b>	The SP will pro-actively, on a 24x7 basis, monitor the continued operation and performance of the BOX in comparison with its specifications.	n/a

<b>III. OPERATIONAL PHASE</b>		
	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Software Updates</b>	<p>The SP will, on a 24x7 basis, upgrade and update the software components of the BOX regularly and promptly (the Updates) as reasonably determined by the SP in order to ensure that the BOX continue to operate in accordance with specifications.</p> <p>No notice will be given to Customer when minor updates are conducted and where no interruption to Internet services will occur.</p>	n/a
<b>Configuration Changes</b>	<p>The SP will coordinate configuration changes with Customer contacts. The SP will negotiate with Customers to determine times for required network disconnection that have major and minimum disruption on Customer operations.</p> <p>The SP will make no changes to equipment configuration without notification to Customer.</p>	n/a
<b>Configuration Backups</b>	<p>The SP will perform backups of <b>snap shots/portions</b> of Customer configuration maintained by the SP on a <b>twelve (12) month retention period</b>.</p>	<p>Customer is solely responsible for its <b>own logs, database and Customer maintained data</b>.</p> <p>Customer is also responsible for back-up of its own maintained configuration via the Web Interface or other mechanism as is required by the Customer.</p>
<b>Restrict Access</b>	n/a	<p>Customer agrees to ensure no breach of access to the Software, Updates, or Documentation except as required to enable Customer to use the BOX and the MSP.</p>

<b>III. OPERATIONAL PHASE</b>		
	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Proper Use</b>	n/a	Customer agrees to ensure no attempts be made to reverse engineer, disassemble, decode, or decompile any part of the BOX, the Software or the Updates.
<b>Understanding of Obligations</b>	n/a	Customer will ensure that all Authorised Contact(s) have a reasonable understanding of the products and services for which they seek Support and the system that it is operating on, and shall be fully aware of Customer's obligation regarding Confidential Information.
<b>Non-interference</b>	n/a	Nothing is done or allowed to be done by Customer which would interfere with, prevent or make more difficult the provision of the Services.
<b>Non-tampering</b>	n/a	Customer agrees not to remove or alter the tamper sticker on the BOX unless authorised by the SP in writing, or removes, alters or obscures any serial numbers, trademarks, copyright notices or other notices on or in the BOX, Updates or Documentation.
<b>Compliance</b>	n/a	Customer agrees to comply with the SP's requirements for maintaining the security of the BOX and the MSP, including the Documentation, the Software and the Updates.



<b>III. OPERATIONAL PHASE</b>		
	<b>SERVICE PROVIDER RESPONSIBILITIES</b>	<b>CUSTOMER RESPONSIBILITIES</b>
<b>Legal Compliance</b>	n/a	Customer shall take all necessary steps to ensure that it is in compliance with all applicable legislation, shall ensure at all times that all requests it makes of the SP are legal for the SP to carry out, shall inform the SP at the earliest opportunity of any breach of this clause, and shall indemnify the SP against any claim arising from the SP's actions in respect of a Customer request.

### 3.4 Prioritisation of Services

The following priorities will be assigned to issues raised:

PRIORITY OF SUPPORT SERVICE		
Level	Abbreviation	Description
Priority 1	CRI	<b>Critical</b> Problem events that lead to complete failure or compromise of the service.
Priority 2	INS	<b>Installation</b> Problem events at installation phase (at first time installation only; not a re-install or offline system coming back online).
Priority 3	IMP	<b>Impacting</b> Problem events that lead to malfunction or degradation of the service.
Priority 4	REQ	<b>Request</b> Configuration changes and problem events that lead to low impact service fault, service configuration issue or query.
Priority 5	OTH	<b>Other</b> Issues not related to, caused by or contributed to by the Service Provider.
Priority 6	SUL	<b>Consulting</b> All other work including traffic analysis, network consulting, security advice, network redesign projects, or any other issues unrelated to the BOX or the MSP.
Priority 7	NET	<b>Connectivity</b> Apparent lack of connectivity from the SP's SOC to BOX (in general, it is impossible to tell if lack of connectivity is an ISP problem without use of an alternate data path).

#### 4.0 SERVICE COST

All service offerings described in this SLA will be provided to the Customer at the specified rates. These rates are approved by the SP and the Customer. The SP reserves the right to adjust the rates as it deems fit.

#### 5.0 TERMS AND CONDITIONS

##### 5.1 Commencement.

The terms of this SLA are effective as of the date specified in the sales agreement.

##### 5.2 Termination.

5.2.1 This SLA may be terminated upon any breach by Customer (including non-payment) that is not rectified within **fourteen (14) days** of the Customer being given written notification of breach.

5.2.2 If Customer fails to pay for renewal of Services within the **fourteen (14) days** of renewal notice, the SP has the right to terminate Services to Customer.

5.2.3 If Customer terminates its request for Services after the service delivery date has been established, but delivery is not yet complete, the Customer agrees to reimburse the SP for any charges incurred in preparation for delivery of the requested Services. Such charges may comprise, but not be limited to, the cost of any equipment and any consultation or installation preparation hours that had already been provided to the Customer, at the SP's published rate.

5.2.4 In the event that the SP is unable to continue providing service to the Customer for the duration of the SLA, the SP may terminate the SLA by giving **six (6) months** prior notification in writing to the Customer. The SP agrees to continue providing Services in conformance with the SLA up to the date of termination.

##### 5.3 Extension of term.

Either party, at any time in the **last thirty (30) days** of the Term of this SLA (Termination Period) may notify the other of its intention to terminate this SLA at the end of the Term. In the absence of such notification, the Term will automatically be extended by **one (1) year** on the last day of the Termination Period, on the basis of the then current SP list prices and subject to the then-current the SP SLA Terms, copies of which are available from the SP at any time.

**5.4 Notice.**

No Notice required or given under the terms of this SLA will be effective unless given in writing.

**5.5 Order.**

To purchase Services, Customer must submit a firm order to the SP identifying the currently offered products and services, and any applicable optional services, Activation Date, Authorised Contact(s) and Authorised Location(s). All orders are subject to acceptance by the SP.

**5.6 Prices.**

Pricing for Services shall be effective on the date the SP accepts Customer's order. The SP may change pricing for Services at anytime, without notice.

**5.7 Payment Terms.**

Payment shall be due and payable according to the terms of the SP's invoice, all payments are due and payable prior to the delivery of Services.

Upon completion of the Installation Phase, the Service is declared operational and the Customer agrees to pay the established rate of the Term of this SLA.

**5.8 Upgrades.**

5.8.1 Customer acknowledges that the SP upgrades and enhances the Software, and from time to time provides additional functionality unforeseen at the time of entering into this Agreement (Additional Functionality), and that this Additional Functionality will unavoidably affect the load on the BOX.

5.8.2 Customer agrees that if Customer chooses to make use of Additional Functionality, Customer may need to purchase an upgraded, different, or additional BOX (Upgrade), but only if in the SP's view this is required to support the new functionality.

5.8.3 Customer further acknowledges that changes in its requirements, in terms of number of users, traffic volumes, or traffic type may also require an Upgrade. Any Upgrade shall be at Customer's expense. The SP will make every reasonable attempt to advise of the requirement for an Upgrade as early as possible.

**5.9 Retention of Title.**

No title in anything sold under the terms of this Agreement shall pass to the Customer until the SP has received payment in full.

#### **5.10 Grant of Licence.**

- 5.10.1 The SP grants to Customer a non-exclusive, non-transferrable, non-sub-licensable licence to use the software installed on the BOX during the term of this Agreement (the Term).
- 5.10.2 This licence shall be suspended without requirement for any further notice during any Customer Breach Period.
- 5.10.3 This licence is for lawful use solely on the BOX, and not in conjunction with any medical device or system, life support system, nuclear facility, hazardous location, aircraft navigation or control or high risk or mission-critical application, and not in a manner inconsistent with any other term of this Agreement.
- 5.10.4 At the end of the Term this licence ceases, and Customer must immediately destroy all copies of the Software, the Updates, and the Documentation in Customer's possession.
- 5.10.5 No title in anything sold under the terms of this Agreement shall pass to the Customer until the SP has received payment in full.

#### **5.11 Intellectual Property.**

The Software, the Updates, and the Documentation are copyrighted, and the copyright owners retain all rights in them. No intellectual property rights of any kind are assigned or transferred under the terms of this Agreement.

#### **5.12 Severability.**

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

#### **5.13 Limitations.**

- 5.13.1 **Suspension of Obligations.**

The Service Provider's Obligations shall be suspended for any Customer Breach Period, and shall not extend to the rectification of any fault of any kind that arose or became known or apparent as a result of or during any Customer Breach Period.

5.13.2 Current Release.

In order to receive Technical Support Services, Customer's BOX must be at its most current release level, or at such other level as may be agreed to by the SP; and Customer must comply with all Terms and Conditions. Customer will install remedial patches and software updates as required by the SP in order to keep products eligible for Services.

5.13.3 Response Time.

The SP will use reasonable efforts to respond to a request for the SOC Remote Managed Services and for the On-Site Hardware Maintenance within the Response Times detailed in *Appendix C: Response Times for SOC Remote Managed Services* and *Appendix D: On-Site Hardware Maintenance*, during the hours of operation described in *Appendix B: Time Periods Definition*.

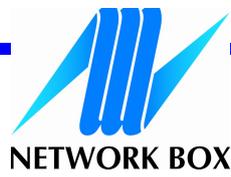
However, the SP shall not be liable for its failure to respond within the stated Response Time, nor will it be in breach of these Terms and Conditions solely by reason of such failure.

5.13.4 Proper Use of Products.

The Service Provider's obligation to provide Support Services is contingent upon the Customer's proper use and application of the products.

Additionally, the SP shall be under no obligation to provide Services where an issue has arisen due to:

- i) Modification or use of product in a manner not intended or approved by the SP.
- ii) Abuse or/and misuse of the BOX other than normal wear and tear appropriate to computer equipment.
- iii) The failure of Customer to upgrade, patch the product to a more current release.
- iv) The use of third-party software or hardware not covered within the scope the SP's service plan, or,
- v) Incompatibility of the system running the product.
- vi) Exceeding the stated functional capacity (overloading) of individual BOX.



#### **5.14 Feature and Specification Changes.**

Benchmarking is performed with representative data on a function by function basis. Features and specifications are subject to changes without notification.

#### **5.15 Wear and Tear.**

Mechanical components of the BOX are subject to wear and tear in proportion to the service load of each device.

#### **5.16 Governing Law.**

This SLA is governed by and construed in accordance with International and respective local laws.

## **6.0 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

As stated in the SP disclaimer of warranties and limitation of remedies, the hardware, software and services herein are sold and provided on an “as is” basis. No warranty whatsoever is given with respect to the hardware, software and service or its quality, reliability or performance whether by the SP or any third party involved in the creation, production, delivery or licencing of the same. This disclaimer also applies in full to any on-site services provided.

- a) Subject as expressly provided in these conditions, all warranties conditions or other terms whether implied or expressed as to its quality, reliability or performance are hereby excluded to the fullest extent permitted by law.
- b) Subject to sub-clauses (c) and (d) below, the entire liability of the SP in respect of any breach of its contractual obligations arising under this Agreement and any representations statement or act or omission including negligence of the SP or its employees agents or subcontractors shall be limited to the free repair or replacement of hardware subject to the conditions above-mentioned and/or damages of an amount equal to the purchase price paid for the service.
- c) Subject to sub-clause (d) below, the SP shall not be liable to the Customer for any loss of profits economic or financial loss goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the SP had been advised of the possibility of the Customer incurring the same.
- d) Nothing herein shall affect or limit the liability of the SP to the Customer for death or personal injury resulting from the negligence of Network Box Corporation Limited or its employees, agents or subcontractors and all damage suffered by the Customer as a result of the implied statutory conditions as to title quiet possession and freedom from encumbrances.

## **7.0 CONFIDENTIALITY**

Customer will not disclose, publish, or disseminate Confidential Information (any part of the Software, Updates, or Documentation) to any person other than the Authorised Contact(s) or persons within the Authorised Location with a business need to know, and Customer agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Confidential Information. Customer agrees to accept Confidential Information for the sole purpose of assisting the Authorised Contact(s) Location in its computing environment. Customer agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of the SP in each instance.

## **8.0 FORCE MAJEURE**

The SP will be relieved of its Obligations insofar as it is prevented from performing them by forces or circumstances outside of its control, including, but not limited to, strikes, blackouts, industrial action, acts of God, epidemics, weather, insurrection, civil commotion or war, and any other cause which the SP could not reasonably be expected to have foreseen and avoid. These forces or circumstances may include, but are not limited to, the inability to communicate with the BOX for purposes of monitoring or updating the BOX as a result of Internet connectivity problems of any kind.

## **APPENDIX A**

### **DESCRIPTION OF SECURITY SERVICES**

#### **1. Pre-Installation Consultation**

The SP and Customer meet to discuss Customer's security requirement and establish security policy.

#### **2. Initial Installation Configuration**

The SP create configurations to meet Customer requirements.

#### **3. Physical Installation**

SP will install BOX at the agreed Customer site, on the agreed date.

This only applies to first initial installation of BOX and does not include re-installs or offline systems coming back online.

#### **4. Configuration Verification**

The SP and Customer will conduct joint testing to ensure BOX meet Customer requirements.

#### **5. Configuration Changes**

The SP will conduct configuration changes from time to time as is requested by the Customer.

#### **6. Configuration Back-up**

The SP will maintain back-up of those portion of the configuration maintained by the SP. Customer is solely responsible for Customer's own logs, database and Customer maintained data. Customer is also responsible for back-up of Customer maintained configuration via the Web Interface or other mechanism as is required by the Customer.

#### **7. 24x7 Monitoring**

The SP remotely monitors Customer's BOX 24x7. The purpose of this monitoring is to ensure that the BOX is running within defined limits, not that the Customer's equipment or network is working. The Internet link may be monitored, purely to determine if an "unreachability" problem is caused by the BOX or Internet link. However SP is not responsible for Customer's Internet link or other networking equipment.

#### **8. 24x7 Software Updates**

The SP will, on a 24x7 basis, upgrade and update the software components of Customer's BOX regularly and promptly as reasonably determined by the SP in order to ensure they continue to operate in accordance with specifications. Updates are done using PUSH technology.

#### **9. 24x7 Threat Signature Updates**

The SP will, on a 24x7 basis, upgrade and update the Threat Signature of Customer's BOX regularly and promptly as reasonably determined by the SP in order to ensure they continue to operate in accordance with specifications. Updates are done using PUSH technology.

#### **10. Help Desk**

Help desk support is provided through the SOC, based on Customer's appropriate "Time Period".

#### **11. Reporting**

The SP will provide Customer with a weekly security report via-email.

#### **12. Hardware Maintenance**

The SP will provide fixes and replacements to any hardware component of Customer's BOX, which includes damages from general wear and tear, but not if damages are caused by improper use and placement or unauthorized mishandling of BOX.

**APPENDIX B**

**TIME PERIOD DEFINITION**

All times and days correspond to the appropriate SOC time.

<b>Time Period</b>	<b>Description</b>
<b>8x5</b>	<p><b>9am – 5pm, MONDAY to FRIDAY</b></p> <p>*excluding Public Holidays and days (24 hrs) with government (SOC country) issued public safety warning</p>
<b>9x5.5</b>	<p><b>9am – 6pm, MONDAY to FRIDAY</b></p> <p><b>9am – 12pm, SATURDAY</b></p> <p>*excluding Public Holidays and days (24 hrs) with government (SOC country) issued public safety warning</p>
<b>12x6</b>	<p><b>8am – 8pm, MONDAY to SATURDAY</b></p> <p>*excluding Public Holidays and days (24 hrs) with government (SOC country) issued public safety warning</p>
<b>24x7</b>	<p><b>24 HOURS a day, 7 DAYS a week</b></p> <p>*including Public Holidays, but excluding days (24 hrs) with government (SOC country) issued public safety warning</p>

**APPENDIX C**

**RESPONSE TIMES FOR SOC MANAGED SERVICES**

Response Times are defined as the SOC engineer answering the telephone call, calling back (if voicemail has been left with valid contact details), or responding to an e-ticket.

**WORKING HOURS**

SLA Class	Priority Level				
	CRI	INS	IMP	REQ	OTH
STANDARD	24x7	12x6	9x5.5	9x5.5	9x5.5
EXTENDED	24x7	24x7	24x7	24x7	24x7
MISSION CRITICAL	24x7	24x7	24x7	24x7	24x7

**RESPONSE TIME**

SLA Class	Priority Level				
	CRI	INS	IMP	REQ	OTH
STANDARD	6 hrs	0.5 hrs	6 hrs	6 hrs	6 hrs
EXTENDED	3 hrs	0.5 hrs	3 hrs	3 hrs	3 hrs
MISSION CRITICAL	3 hrs	0.5 hrs	3 hrs	3 hrs	3 hrs

*Example: Response Time for Priority Level INS is 30 minutes from when an e-ticket is raised, but only within the Working Hours of 12x6 Time Period. Therefore an e-ticket raised at 9pm will be attended to at 8am the next day. If the e-ticket was raised on 9pm Saturday, SOC will respond at 8am Monday (exclusions apply).*



**APPENDIX D**

**RESPONSE TIMES FOR ON-SITE HARDWARE MAINTENANCE**

Response Times are defined as the time from the SOC engineer confirming the problem and authorising hardware replacement, until the time the replacement hardware and engineer arrives at Customer’s premises/site.

**WORKING HOURS**

SLA Class	Priority Level				
	CRI	INS	IMP	REQ	OTH
STANDARD	9x5.5	12x6	9x5.5	9x5.5	9x5.5
EXTENDED	9x5.5	12x6	9x5.5	9x5.5	9x5.5
MISSION CRITICAL	24x7	24x7	24x7	24x7	24x7

**RESPONSE TIME**

SINGAPORE SLA Class	Priority Level				
	CRI	INS	IMP	REQ	OTH
STANDARD	24 hrs				
EXTENDED	6 business hrs				
MISSION CRITICAL	4 business hrs				
MALAYSIA SLA Class					
STANDARD	48 hrs				
EXTENDED	24 hrs				
MISSION CRITICAL	12 business hrs				

*Example: Response Time for Priority Level IMP is 4 hours from when an e-ticket is raised, but only within the Working Hours of 9x5.5 Time Period. Therefore for an e-ticket raised at 7pm Monday, a SOC engineer will arrive on-site with replacement within 4 hours when Mission Critical SLA is contracted (exclusions apply).*

## APPENDIX E

### HOW TO ASK FOR SUPPORT

For **Security Services-related inquiries, requests, or problem reporting**, Customer must contact the SOC Security Response Centre (help desk), via e-tickets.

The SOC Help Desk operates within the protocols below to which Customer agrees to follow. Failure by Customer to comply with these protocols may cause delay in handling and resolving the issue.

SOC Help Desk Protocols	
TO RAISE AN ISSUE	<p>Customer who wish to raise an issue must record a support call by <b>FIRST</b> raising or creating an <b>e-ticket</b> in the 'Network Box Office electronic ticketing system' at <a href="https://boxoffice.network-box.com">https://boxoffice.network-box.com</a></p> <p>Customer must, as much as possible, <b>give full details of the problem</b>. Failure to do so may cause delays in handling the issue.</p> <p><i>The SOC Security Response Centre (help desk) <b>only handles Security Services-related inquiries, requests, or problem-reporting</b>. For all other enquiries, Customer should contact its relevant Sales Representative.</i></p>
TO DISCUSS A TICKET DIRECTLY WITH A SOC OPERATOR	<p>Customer must use the SOC hotline number (ref: <i>SOC Contact Number</i>) or current contact number as shown on <a href="http://www.network-box.com">www.network-box.com</a> 'CONTACTS' section for SOC country).</p> <p>Customer needs to provide both the <b>Box ID</b> and <b>e-ticket number</b> to the SOC operator.</p>
FOR PRIORITY LEVEL 1 – CRI ISSUES	<p>Customer must <b>raise an e-ticket AND</b> make a <b>telephone call to the SOC hotline</b>. When leaving a voicemail, Customer must ensure valid details of a reliable contact are given.</p> <p><b>Customer must clearly state on the ticket that Customer considers the issue CRITICAL.</b></p>
PROBLEMS WITH RAISING E-TICKET	<p>If an e-ticket cannot be raised, Customer <b>must telephone the SOC</b> and request the SOC engineer <b>to create the e-ticket on behalf of Customer</b>.</p> <p>This may introduce delays in handling the issue, due to extra authentication and approval procedures, which are outside the scope of this SLA.</p>