Managed IT Services Agreement

Standard terms · Version v0.3 (draft) · 2026-11-10

DRAFT — NOT THE FINAL VERSION
This text is under legal review and may change. The terms that bind you are those in the agreement you sign.

This Agreement is made between the Brocent company named in the Order Form (**Brocent**) and the customer named in the Order Form (**Client**). Unless the Order Form names another Brocent company, Brocent is [BROCENT CLOUD SERVICE CO., LIMITED], a company incorporated in Hong Kong [company number and registered address to be confirmed].

Master Terms

1. Definitions

1.1 **Affiliate** means a company that controls, is controlled by, or is under common control with a party.

1.2 **Agreement** means the Order Form, the Schedules and these Master Terms.

1.3 **Business Day** and **Business Hours** mean Monday to Friday, 09:00 to 18:00 local time at the Office concerned, excluding public holidays there.

1.4 **Client Data** means data, including Personal Data, that the Client or its Users provide to Brocent or that Brocent accesses on the Client's systems in performing the Services.

1.5 **Fees** means the charges set out in the Order Form and any other charges payable under this Agreement.

1.6 **Office** means a Client location listed in the Order Form.

1.7 **Order Form** means the order, quotation or statement of work signed or accepted by both parties that refers to this Agreement.

1.8 **Personal Data** means information relating to an identified or identifiable individual, including "personal information" under PRC law.

1.9 **Plan** means the service level chosen for an Office in the Order Form: Essentials, Business or Premium.

1.10 **Services** means the services described in Schedule 1 and the Order Form.

1.11 **Service Levels** means the response targets in Schedule 2.

1.12 **Tokens** means service units, prepaid or (where approved) postpaid, governed by Schedule 3.

1.13 **User** means an individual employee or contractor of the Client who is covered by a Plan.

2. Structure of the Agreement

2.1 Each Order Form forms a separate contract that incorporates these Master Terms and the Schedules.

2.2 If documents conflict, they apply in this order: (a) special terms in the Order Form; (b) the Schedules; (c) these Master Terms; (d) any other document referred to. Schedule 4 prevails on the protection of Personal

Data.

2.3 Website content, estimates and proposals are not part of the Agreement unless the Order Form says so. The Client's purchase terms do not apply.

2.4 A Client that receives Services in more than one country may choose either to (a) sign a single Order Form with Brocent's Hong Kong company that covers all of its Offices, or (b) sign separate Order Forms with the local Brocent company in each country. These Master Terms apply in both cases. Under (b), each Brocent company is responsible only for the Order Form it signs, and that Order Form names the Brocent company, the invoicing currency and any local-law terms that apply.

3. Services

3.1 Brocent will provide the Services with reasonable care and skill, using suitably qualified personnel, and in line with the Service Levels.

3.2 Remote support is included in every Plan. On-site visits are included, or bought separately, as stated for the Plan in Schedule 1. Extra on-site visits, project work and anything outside Schedule 1 are charged separately at the rates in the Order Form or Brocent's published rates, or by drawing down Tokens.

3.3 Brocent provides the tools it needs to deliver the Services (ticketing system, user portal, monitoring agents and remote-support software). Their cost is included in the Fees. The Client may use them only to receive the Services and only during the term.

3.4 One-off projects are agreed in a statement of work with a fixed scope and price. This Agreement applies to each statement of work.

3.5 Either party may request a change to the Services. A change takes effect when both parties agree it in writing, including by email between authorised contacts.

4. Users and Offices

4.1 Fees for each Office are calculated on the number of active Users at the start of each monthly billing period. The Client will tell Brocent promptly when Users join or leave.

4.2 A Plan covers the number of devices per User stated in the Order Form. Additional devices are charged as stated in the Order Form.

4.3 There is no minimum number of Users for an Office or a Plan, and no discount for the number of Users or Offices. Each Plan is priced by what it includes, per User per month, as stated in the Order Form.

4.4 The Client may add Offices or countries by a further Order Form. Each Office is priced and invoiced in its own currency.

5. Client responsibilities

5.1 The Client will:

- name at least one authorised contact who can give instructions and approve changes;
- give Brocent the remote and physical access, administrator credentials and information it reasonably needs;
- hold valid licences for its software and keep operating systems, hardware and applications within the manufacturer's support period, or accept that support for unsupported items is on a reasonable-efforts basis;

- keep Brocent's monitoring and security agents installed and running on covered devices;
- keep a current backup of its data, unless the Plan or the Order Form includes a backup service for the system concerned;
- follow Brocent's reasonable security recommendations, or accept the resulting risk in writing; and
- make sure its Users do not make changes that conflict with Brocent's configuration without telling Brocent first.

5.2 Brocent is not responsible for a failure or delay caused by the Client not meeting clause 5.1. Brocent will tell the Client when this happens. Work needed to put things right is chargeable.

5.3 Credentials, documentation of the Client's environment and the Client's licences belong to the Client throughout the term.

6. Third-party products

6.1 Hardware, software licences and third-party subscriptions are not included in the Plan price. Where Brocent supplies them, they are listed and priced in the Order Form.

6.2 Third-party products are provided under the manufacturer's or vendor's own terms and warranty. Brocent passes those on to the Client and gives no further warranty for them.

6.3 If a vendor changes its price during a subscription term, Brocent may change the corresponding charge from the same date, on written notice with evidence of the vendor's change.

6.4 Hardware that Brocent procures is invoiced separately on a hardware invoice and is never deducted from the Token balance. Brocent's warranty for it matches, back to back, the manufacturer's or vendor's warranty (see also clause 6.2).

7. Fees and payment

7.1 Plan Fees are invoiced monthly in advance, at the price for the billing term chosen under clause 9.1. On-site visits, project work and other usage charges are invoiced monthly in arrears. Tokens are invoiced when ordered, except postpaid Tokens, which are invoiced monthly in arrears under Schedule 3.

7.2 The Client will pay each invoice within 30 days of the invoice date, in the invoice currency, without set-off or deduction.

7.3 Fees exclude GST, VAT, consumption tax and similar taxes, which Brocent adds at the applicable rate. If the Client must withhold tax by law, it will increase the payment so that Brocent receives the invoiced amount.

7.4 If the Client disputes part of an invoice in good faith, it will tell Brocent in writing within 14 days of the invoice date and pay the undisputed part on time.

7.5 Brocent may charge interest on overdue amounts at 1% per month, calculated daily from the due date until payment.

7.6 If an undisputed amount is more than 14 days overdue, Brocent may suspend the Services after giving 7 days' written notice. Fees continue to accrue during suspension. The Service Levels do not apply during suspension.

7.7 Brocent may change the Fees once in any 12-month period by giving at least 60 days' written notice. A change takes effect only from the next renewal or, on a monthly term, after the notice period in clause 9.5. If

the Client does not accept an increase, it may end the affected Order Form by written notice before the increase takes effect, without any early termination charge.

8. Service Levels

8.1 Brocent will meet the Service Levels in Schedule 2. Brocent will report its performance against them to the Client each month.

8.2 If Brocent misses the first-response target (Schedule 2) for a Priority 1 or Priority 2 incident, the Client may claim a service credit under Schedule 2. Service credits are deducted from the next invoice. They are not refunded in cash except on termination.

8.3 Service credits are the Client's only financial remedy for a missed Service Level. This does not limit the Client's right to terminate under clause 10.1 or 10.2.

8.4 A Service Level does not apply to the extent a failure is caused by the Client, a third-party product or network outside Brocent's control, agreed maintenance, suspension under clause 7.6, or an event under clause 19.1.

8.5 The first 60 days from the service start date in the Order Form are a handover and transition period. The Service Levels are not measured during this period: no service credits arise, and a missed target is not counted under clause 10.2. Brocent will still use reasonable efforts to meet the targets.

9. Term and renewal

9.1 This Agreement starts on the date in the Order Form. The Order Form chooses one billing term for each Office: (a) **annual commitment billed monthly**, at the list price; or (b) **monthly, no commitment**, at 1.2 times the list price.

9.2 **Initial term (annual commitment only).** The initial term is 12 months from the service start date, or the longer period stated in the Order Form.

9.3 **Renewal (annual commitment only).** After the initial term, the Agreement renews for successive periods of 12 months unless either party gives at least 30 days' written notice before the end of the current period. Per-User rates are fixed for each term, subject to clause 6.3.

9.4 Fees are invoiced monthly throughout each term, as stated in clause 7.1.

9.5 **Monthly term (no commitment).** A monthly term continues month to month until either party ends it by at least 30 days' written notice. Clauses 9.2, 9.3 and 10.4 do not apply to it.

10. Termination

10.1 Either party may end this Agreement immediately by written notice if the other party:

- commits a material breach and does not remedy it within 30 days of written notice describing the breach; or
- becomes insolvent, enters liquidation or receivership, or stops carrying on business.

10.2 The Client may end the Order Form for an Office by 30 days' written notice if Brocent misses the Priority 1 first-response target at that Office in three or more months within any six-month period.

10.3 Brocent may end this Agreement by written notice if an undisputed amount remains unpaid 30 days after a suspension notice under clause 7.6.

10.4 If the Client is on an annual commitment and ends this Agreement before the end of the current term, other than under clause 7.7, 10.1, 10.2 or 19.1, it will pay an early termination charge equal to 50% of the Plan Fees for the rest of the current term, based on the User count at the date of notice. The parties agree this is a fair price for the right to leave early.

10.5 Termination does not affect rights that have already accrued, or clauses that are meant to continue, including clauses 7, 11, 13, 14, 16, 17 and 20.

11. Exit

11.1 When this Agreement ends, Brocent will hand over to the Client or its new provider, following the Client's reasonable transition plan:

- documentation of the Client's environment;
- all credentials Brocent holds for the Client's systems;
- exports of configuration that Brocent manages; and
- knowledge-transfer sessions with the incoming provider.

11.2 Handover work of up to 8 hours is included. Further transition work is charged at Brocent's rates or by drawing down Tokens.

11.3 Within 30 days after the end date, Brocent will remove its agents and tools from the Client's devices and delete Client Data from its systems, except for records Brocent must keep by law or needs to keep for billing and dispute purposes.

11.4 Brocent may postpone knowledge-transfer sessions while undisputed Fees are overdue. Brocent will not withhold the Client's credentials for any reason.

12. Data protection and security

12.1 Each party will comply with the data protection laws that apply to it. Schedule 4 applies where Brocent processes Personal Data for the Client.

12.2 Brocent will apply technical and organisational measures appropriate to the risk to protect Client Data against unauthorised access, loss, alteration and disclosure. Brocent's access to the Client's systems is granted per client and logged.

12.3 Brocent will tell the Client without undue delay, and in any case within 24 hours, after it becomes aware of a security incident that affects Client Data held or accessed by Brocent. Brocent will give the information the Client reasonably needs to meet its own legal duties.

12.4 The Client remains responsible for its own security decisions, for the accuracy and lawfulness of Client Data, and for any notices to regulators or individuals, unless the parties agree otherwise in writing.

13. Confidentiality

13.1 Each party will keep the other's confidential information secret, use it only to perform or receive the Services, and share it only with staff, Affiliates, subcontractors and professional advisers who need it and are bound by equivalent duties.

13.2 This does not apply to information that is public other than through a breach, was already lawfully known, is independently developed, or must be disclosed by law, a court or a regulator.

13.3 These duties continue for three years after this Agreement ends. They continue without limit for Personal Data, credentials and trade secrets.

13.4 Brocent will not name the Client as a customer or publish a case study without the Client's written consent.

14. Intellectual property

14.1 The Client owns the Client Data, and the documentation of its environment that Brocent prepares for it, once the Fees for that work are paid.

14.2 Brocent keeps all rights in its tools, scripts, templates, methods and know-how, including improvements made while providing the Services. Brocent grants the Client a non-exclusive licence to use anything of this kind that is built into a deliverable, for the Client's internal business.

14.3 The Client grants Brocent the right to use Client Data and the Client's systems only as needed to provide the Services.

15. Warranties

15.1 Each party confirms that it has the authority to enter into this Agreement.

15.2 Brocent confirms that it will provide the Services as stated in clause 3.1. If the Client reports within 30 days that a piece of work did not meet that standard, Brocent will redo it at no charge.

15.3 Brocent does not promise that the Client's systems will be free of faults, interruptions or security incidents. No managed service can remove these risks completely.

15.4 All other warranties and terms implied by law are excluded as far as the law allows.

16. Liability

16.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

16.2 Subject to clause 16.1, neither party is liable for loss of profit, revenue, business or goodwill, or for indirect or consequential loss.

16.3 Subject to clause 16.1, each party's total liability under an Order Form in any 12-month period is limited to the Fees paid and payable under that Order Form in the 12 months before the claim arose.

16.4 For a breach of clause 12 or 13 or Schedule 4, the limit in clause 16.3 is two times that amount.

16.5 The limits in clauses 16.2 to 16.4 do not apply to the Client's duty to pay the Fees.

16.6 Brocent is not liable for loss of data to the extent the Client did not keep a backup as required by clause 5.1.

16.7 A party must bring a claim within 12 months of becoming aware of the facts behind it.

17. Non-solicitation

17.1 During the term and for 12 months afterwards, neither party will directly approach and hire an employee or engineer of the other who was involved in the Services, without the other's written consent.

17.2 This does not prevent hiring someone who responds to a general advertisement.

17.3 A party that breaches clause 17.1 will pay the other six months of that person's gross pay. The parties agree this is a fair estimate of the cost of replacing and training that person.

18. Affiliates and subcontractors

18.1 Brocent may deliver Services through its Affiliates and through subcontractors. In mainland China, Services are delivered by Brocent's Affiliate 北京博迅尼科科技有限公司 (BROCENT Cloud Service (Beijing) Co., Ltd). Where Brocent has no local staff, on-site visits may be carried out by vetted partners working under a Brocent ticket.

18.2 Brocent remains responsible to the Client for the work of its Affiliates and subcontractors and binds them to confidentiality and data protection duties no less strict than those in this Agreement.

18.3 The Client's only contracting party is Brocent. Brocent's Affiliates and subcontractors may rely on clause 16.

19. General

19.1 **Events outside control.** Neither party is liable for a failure or delay caused by an event beyond its reasonable control, such as natural disaster, epidemic, war, government action, or failure of a public network or utility. This does not excuse payment. If the event lasts more than 60 days, either party may end the affected Order Form by written notice.

19.2 **Notices.** Notices must be in writing and sent by email to the contacts in the Order Form, and take effect on the next Business Day after sending. A notice of breach or termination must also be sent by courier to the registered address.

19.3 **Assignment.** Neither party may transfer this Agreement without the other's written consent, which must not be unreasonably withheld. Either party may transfer it to an Affiliate or to a successor to its business by written notice.

19.4 **Entire agreement.** This Agreement is the whole agreement between the parties on its subject and replaces earlier discussions and documents. Neither party has relied on a statement that is not in it.

19.5 **Changes.** A change to this Agreement must be in writing and agreed by both parties.

19.6 **Severance and waiver.** If part of this Agreement is unenforceable, the rest continues. A delay in enforcing a right is not a waiver.

19.7 **Third parties.** Except as stated in clause 18.3, a person who is not a party has no right to enforce this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

19.8 **Signature.** This Agreement may be signed electronically and in counterparts.

19.9 **Language.** This Agreement is made in English. Translations in Simplified Chinese, Traditional Chinese and Japanese are also provided. If the versions differ, the English version prevails.

20. Governing law and disputes

20.1 This Agreement is governed by the laws of the Hong Kong Special Administrative Region.

20.2 The parties will first try to settle a dispute through discussion between senior managers for 30 days after one party notifies the other of it.

20.3 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved

by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration is Hong Kong. There will be one arbitrator. The language is English. Brocent may instead bring a claim for unpaid Fees in any court with jurisdiction.

Schedule 1 — Services

1. Plans

The Order Form states the Plan for each Office. Different Offices may be on different Plans. Every quote is reviewed and signed by a senior vCIO. Business includes a quarterly review, and Premium includes a vCIO annual roadmap.

	Essentials	**Business**	**Premium**
Scope	Remote support in business hours	Security tooling, an account manager and on-site visits	24×7 cover and a named desk agent
Service desk and hours	Business hours, 8×5 (09:00 to 18:00 local time), unlimited requests	Business hours, 8×5, unlimited requests	24×7, unlimited requests
Channels	Portal tickets, email, phone, WeChat / WhatsApp / LINE	Same as Essentials	Same as Essentials, plus a dedicated line
Response / remote resolution	1 hour response / 4 hours remote resolution	30 minutes response / 2 hours remote resolution	15 minutes response / 1 hour remote resolution
Endpoint	RMM monitoring, patching, antivirus status checks	Essentials, plus managed EDR and cloud backup (50 GB per User)	Business, plus MDR, managed firewall, DMARC and email security
Identity	Microsoft 365 / Google user management (joiners and leavers)	Essentials, plus MFA policy and conditional access	Business, plus privileged account management
On-site	Bought separately as a Token package (2 hours minimum per visit)	1 visit a month included, 2 hours per visit (does not roll over)	2 visits a month included, 2 hours per visit (do not roll over)
Reports	Monthly report: tickets, assets, patches	Essentials, plus quarterly review and asset register	Business, plus multi-country head-office summary, compliance mapping (ISO 27001 / DPDP / APPI / GDPR) and vCIO annual roadmap
People	Shared service desk	Shared service desk, plus account manager	Account manager, plus named service desk agent
Free onboarding	2 hours remote	5 hours remote	10 hours remote, plus 1 on-site visit

	Essentials	Business	Premium
Fair use	Around 0.5 hours per User a month on average	Average 0.8 hours per User a month	Average 1.2 hours per User a month

Fair use means that, during the term, Brocent does not charge extra for support above the stated monthly average. Devices covered per User are stated in the Order Form. Each Plan includes the items of the Plan before it.

2. Included in every Plan

1. Help desk: remote service desk for Users, with unlimited requests
2. RMM monitoring, patch management and antivirus status checks
3. Microsoft 365 or Google user management (joiners and leavers)
4. A monthly report (see section 4)
5. Free remote onboarding hours (see section 3)
6. Documentation and credentials that remain the Client's property
7. Written response-time Service Levels (Schedule 2)

Items shown in the table in section 1 for Business or Premium (managed EDR, cloud backup, MFA policy and conditional access, MDR, managed firewall, DMARC and email security, privileged account management, account manager, named service desk agent, 24×7 cover, quarterly review and vCIO annual roadmap) are included only from the Plan shown there.

3. Onboarding

Taking over routine support (documentation, agent roll-out, portal set-up, User onboarding) is part of the Plan and carries no onboarding fee. Each Plan includes free remote onboarding hours: 2 hours on Essentials, 5 hours on Business and 10 hours on Premium, plus 1 on-site visit on Premium. The parties agree an onboarding plan at kick-off. Onboarding work beyond the included hours is charged at Brocent's rates or by drawing down Tokens.

4. Reports

Brocent gives the Client written service reports that match the Plan, at no extra charge: a monthly report of tickets, assets and patches on Essentials; a quarterly review and asset register added on Business; a multi-country head-office summary, compliance mapping (ISO 27001 / DPDP / APPI / GDPR) and a vCIO annual roadmap added on Premium. Where the Plan includes the relevant tooling, the reports may draw on the standard report set: IT Asset Management, Patch Management, Configuration Management, System Account Management, Microsoft 365 Security, Backup and Recovery, SOC Log Management and Availability Monitoring (monthly), and Access and Permission Review (quarterly).

5. Not included in the Plan price

- On-site visits beyond those included in the Plan. On Essentials, on-site visits are bought as Tokens. Extra visits on Business and Premium are deducted in Tokens under Schedule 3.
- Hardware, software licences and third-party subscriptions, which are priced in the Order Form.
- Projects and new technology, such as migrations, office moves, new networks and new backup or disaster recovery platforms.

- One-off assessment and hardening services, penetration testing, SOC/SIEM, mobile device management, and major-incident response and forensic investigation, unless included in the Plan or listed in the Order Form.
- Support for line-of-business applications beyond coordinating with the vendor.

Schedule 2 — Service Levels

1. Service windows and Plan targets

- **Essentials and Business (8×5):** Business Hours.
- **Premium (24×7):** all hours, every day.
- Times run within the service window that applies. The Plan targets below are the general response and remote-resolution targets for tickets. The priority table in section 2 sets the first response and the other targets for each priority.

Plan	Response	Remote resolution
Essentials	1 hour	4 hours
Business	30 minutes	2 hours
Premium	15 minutes	1 hour

2. Priorities and targets

Brocent's service desk sets the priority of each ticket from its business impact and urgency.

Priority	Definition	First response	Remote support starts	On-site	Resolution target
P1 Critical	System service halted or severely degraded. Users cannot access any business resources.	15 min	30 min	4 BH or planned	The Plan's remote-resolution target: 1 BH (Premium), 2 BH (Business) or 4 BH (Essentials)
P2 High	Part of the system halted or degraded. Users can access the system but encounter errors.	15 min	30 min	4 BH or planned	24 BH
P3 Medium	Some Users or systems have trouble accessing the system, but critical components are working.	30 min	60 min	NBD or planned	48 BH
P4 Low	Some system features have a problem or need improvement, but Users can operate normally.	60 min	120 min	NBD or planned	48 BH
P5 Routine	No system issue. Planned or routine IT request.	60 min	240 min	NBD or planned	72 BH

The resolution target of a Priority 1 incident is the remote-resolution target of the Client's Plan in section 1. The other priorities follow the resolution targets in the table.

BH means Business Hours. NBD means next Business Day. Times run within the service window that applies. On-site times apply only where the Order Form includes on-site response for the Office. Resolution times are targets, not guarantees. The clock stops while Brocent is waiting for the Client or a third-party vendor.

3. Service credits

3.1 For each Priority 1 or Priority 2 incident where Brocent misses the first-response target, the Client may claim a credit of 5% of the monthly Plan Fees for the Office affected.

3.2 Credits for an Office in any month will not exceed 10% of that month's Plan Fees for the Office.

3.3 The Client must claim a credit in writing within 30 days after the monthly report that shows the miss.

Schedule 3 — Tokens

1. One Token equals one hour of on-site engineering time in Business Hours. Remote support is charged in 15-minute blocks; four blocks equal one Token.
2. Tokens are sold in packs of 20, 30 or 50 hours, all at the same hourly price. One balance works in every service zone and is deducted at the rate of the region where the Client signed this Agreement.
3. Tokens do not expire during the contract term. What happens to an unused balance when the Agreement ends is set out in item 14.
4. Postpaid Tokens are available only where Brocent approves them for a customer. They need no prepayment and are billed monthly in arrears at the prepaid rate plus 5%.
5. Tokens are deducted as shown in the tables below. Heavy-part transport, night travel, travel, logistics, storage and cancellation are charged as in item 7.
6. Brocent gives the Client a service confirmation for each job (item 10), a weekly balance statement, a low-balance alert, and a monthly usage report (item 11).

Late night is 22:00 onwards on Monday to Friday, and any time on Saturday and Sunday. Evening is 18:00 to 22:00, Monday to Friday.

When	On-site minimum	On-site, each further hour	Remote minimum	Remote, each further 15 min
Business Hours	2 Tokens	1 Token	2 blocks	1 block
Evening (18:00–22:00, Mon–Fri)	3 Tokens	1.5 Tokens	3 blocks	2 blocks
Late night and weekends	4 Tokens	2 Tokens	4 blocks	2 blocks
Public holidays	6 Tokens	3 Tokens	6 blocks	3 blocks

7. Additional charges:
    - Heavy-part transport (server, network device or large spare carried by the engineer): 1 Token.
    - Night travel surcharge (dispatch 18:00 to 21:00): at most 2 Tokens in total.
    - Travel: within 30 km, no travel charge; 30 to 50 km, add 2 hours; over 50 km, quoted separately. The Client gives a detailed site address.
    - Domestic logistics (parts courier between warehouses): 1 Token per shipment.

- Warehouse storage: free for under 1 month; over 1 month, 1 Token per month per cubic metre.
- Cancellation of a visit less than 24 hours before the scheduled time: 2 Tokens.

8. Reserving and settling. When a booking is confirmed, Brocent estimates the Tokens the job needs and reserves them from the balance. On completion Brocent settles on actual use: any excess reservation is released and any shortfall is deducted.
9. Insufficient balance. Items 8, 9, 12 and 14 apply to prepaid Tokens only. Postpaid Tokens (item 4) are not reserved; they are billed on the use confirmed under items 10 and 11. If the available prepaid balance is not enough for a job, Brocent will tell the Client and may pause the related Services. Brocent will resume them within 1 Business Day after the balance is topped up.
10. Service confirmation. After each job Brocent sends a service confirmation showing the ticket number, the work done, the start and end times and the Tokens used. The Client must confirm it or raise a written objection within 24 hours; if it does neither, the confirmation is treated as accepted.
11. Monthly usage report. Before the last Business Day of each month Brocent provides a report of Token use by ticket and, for prepaid Tokens, the balance. The Client must confirm it or raise a written objection within 5 Business Days; if it does neither, the report is treated as accepted.
12. Balance disputes. If the Client disputes a balance in writing, Brocent will respond within 24 hours and give a written answer within 48 hours.
13. Client-side no-start. If an engineer attends as booked but cannot start work for a reason on the Client's side (no access to the site, the site contact is absent, or site conditions do not match the booking), Tokens are charged from the booked start time, subject to the applicable minimum in the table above.
14. End of term and refunds. When this Agreement ends or expires, any unused prepaid balance has no cash value and is not refunded, except that Brocent will refund the unused prepaid balance, at the unit price paid under the Order Form, if the Agreement ends because (a) Brocent could not provide the Services for 30 consecutive days or more for a reason within its control (not a Force Majeure event under clause 19.1), or (b) the Client terminates for Brocent's material breach under clause 10.1. Within 7 days after the end date Brocent will give the Client a final balance and usage reconciliation, and within 30 days it will close the Token account and notify the Client in writing. Brocent keeps the related records for at least 3 years. Exit support is governed by clause 11 and termination by clause 10; this item does not change them.

Schedule 4 — Data protection

1. **Roles.** The Client decides why and how Personal Data in the Client Data is processed. Brocent processes it only on the Client's behalf: as a data processor under Hong Kong law, a data intermediary under Singapore law, and an entrusted party under PRC law.
2. **Processing details.** Purpose: providing the Services. Duration: the term plus the exit period in clause 11.3. Method: remote and on-site IT administration, monitoring and support. Categories: business contact and account details of Users, device and log data, and any Personal Data held in systems Brocent administers. Individuals: the Client's staff, contractors and contacts.
3. **Instructions.** Brocent will process Personal Data only on the Client's documented instructions, including this Agreement and tickets raised by authorised contacts, and will not use it for its own purposes.

4. **Security and staff.** Brocent will apply the measures in clause 12.2 and make sure its staff are bound by confidentiality.
5. **Sub-processors.** The Client agrees that Brocent may use the Affiliates and subcontractors in clause 18 and the providers of its service tools. Brocent will give the Client a list on request and notice before adding a new one. Brocent binds each of them to duties equivalent to this Schedule.
6. **Location.** Brocent's service desk operates from mainland China, Hong Kong, India and Malaysia. Personal Data collected in mainland China is handled there by Brocent's PRC Affiliate. Brocent will not move it out of mainland China except on the Client's instruction. The Client is responsible for any consent, standard contract, assessment or filing that PRC law requires for a transfer it instructs, and Brocent will cooperate.
7. **Incidents.** Brocent will notify the Client as stated in clause 12.3 and help the Client investigate and meet its notification duties.
8. **Help with requests.** Brocent will give reasonable help when an individual exercises a legal right or a regulator makes an enquiry about Personal Data that Brocent processes.
9. **Return and deletion.** At the end of the Services Brocent will return or delete Personal Data as stated in clause 11.3 and will not keep a copy unless the law requires it.
10. **Records and audit.** On reasonable notice, and not more than once a year, Brocent will give the Client the information needed to show that it complies with this Schedule.