

Service Level Agreements

Document field	Value
Supplier	Integrated Retail Management Consulting Pte. Ltd.
Product scope	FOOTFALLCAM hardware, software and related services
Territories	Indonesia • Malaysia • Singapore • Thailand
Version	Review Draft v1.0 • 24 August 2026
Confidentiality	Confidential – customer and internal review only

Document Control and Approval

This Service Level Agreement (“SLA”) defines the support services supplied by Integrated Retail for the FOOTFALLCAM solution identified in the applicable Order Form. The Order Form, this SLA and any master agreement form the complete commercial service arrangement.

Item	Entry
Customer legal name	[Insert]
Customer address	[Insert]
Integrated Retail entity	Integrated Retail Management Consulting Pte. Ltd.
Effective date	[Insert]
Initial service term	12 months unless stated otherwise
Selected Service Plan	☐ Essential Care ☐ Professional Care ☐ Enterprise Care
Covered countries	☐ Indonesia ☐ Malaysia ☐ Singapore ☐ Thailand
Covered sites/devices	As listed in Schedule 1 / Order Form

Approval record

Role	Name	Signature	Date
For Integrated Retail	[Insert]		
For Customer	[Insert]		

ORDER OF PRECEDENCE If there is a conflict, the signed Order Form prevails for pricing and selected entitlements; the master agreement prevails for general legal terms; this SLA prevails for service-level operations.

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1. Purpose, Scope and Contract Structure

1.1 Purpose. This SLA establishes the service-management framework through which Integrated Retail provides local support for FOOTFALLCAM solutions in Indonesia, Malaysia, Singapore and Thailand. It is intended to provide a single accountable support interface while preserving clear boundaries for manufacturer, carrier, installer, customer-network and third-party dependencies.

1.2 Contract structure. The SLA operates with: (a) the relevant quotation or Order Form; (b) any master services, supply or subscription agreement; (c) accepted solution design and site list; and (d) documented change orders. No marketing statement or informal communication changes an SLA commitment unless signed by authorised representatives.

1.3 Service plans. Services are packaged as Essential Care, Professional Care and Enterprise Care. Enterprise Care is individually justified and configured according to operating criticality, estate size, coverage hours, integrations and replacement strategy.

1.4 No transfer of manufacturer obligations. Integrated Retail coordinates eligible manufacturer escalation and warranty handling but does not enlarge the manufacturer warranty unless expressly stated in the Order Form.

Core service principles

- One customer-facing case owner through L1, L2 and L3 escalation.
- Priority based on verified business impact, not job title or request urgency alone.
- Response commitments separated from restoration targets and permanent resolution.
- Proactive monitoring limited to signals technically available to Integrated Retail.
- Custom reports, integrations and new AI models handled through change control.

INTERPRETATION “Including” means including without limitation. “Business Day” and “Business Hour” are country-specific under Section 4.

2. Definitions and Interpretation

Term	Meaning
Acknowledgement	Confirmation that a valid case has been received and assigned a case identifier.
Initial Response	Substantive engagement by a qualified support resource; an automated receipt alone is not an Initial Response.
Incident	An unplanned interruption or material reduction in a Covered Service.
Service Request	Planned assistance, information, access, training, configuration or change that is not an Incident.
P1 / P2 / P3	Priority levels defined by business impact and workaround availability.
Restoration	Return of the affected service to an acceptable operational state, including by workaround.
Resolution	Permanent correction or accepted closure of the root cause.
RMA	Return Merchandise Authorisation for eligible hardware.
Manufacturing Fault	A defect in materials or workmanship arising under normal intended use, excluding external damage or misuse.
Covered Estate	Sites, devices, licences and integrations expressly listed in the Order Form.
Reserved Spare Stock	Replacement inventory contractually allocated to the Customer under an active Enterprise Care commitment.
Service Clock	The measurement period that runs only during applicable coverage hours and subject to permitted pauses.

3. Covered Services and Service Boundaries

3.1 Included service activities

- Case intake, classification, ownership and customer communication.
- Remote diagnostic checks for supported FOOTFALLCAM devices and platform functions.
- Guidance on known configurations, standard dashboards and user administration.
- L2 investigation, log review, calibration coordination and data-flow diagnosis.
- L3 escalation to the manufacturer or development team when required.
- RMA coordination for validated Manufacturing Faults during the one-year warranty.

3.2 Separately chargeable unless included

- On-site attendance, access equipment, cabling, installation labour and travel.
- Relocation, redesign or recalibration following environmental or layout change.
- Custom reports, APIs, data engineering, integrations and new business logic.
- New or retrained AI models, proof-of-concept work and acceptance testing.
- Replacement caused by accident, misuse, water, power surge, vandalism or unsupported equipment.

3.3 Service boundary

Integrated Retail will reasonably coordinate dependencies but the SLA does not make Integrated Retail responsible for customer LAN/WAN, internet service, PoE switches, power, firewall, third-party CCTV streams, building access, cloud services outside the contracted solution, courier performance, customs clearance or manufacturer engineering timelines.

VALID CASE A case must identify the customer, affected site/device, observed time, business impact, contact person and reasonable diagnostic evidence. The clock may be paused until minimum information or access is supplied.

4. Geographic Coverage and Business Hours

Country	Standard local hours	Time zone	Public holidays
Indonesia	09:00–18:00, Monday–Friday	Applicable local Indonesian time for the supported site/entity	Official holidays observed by the servicing entity
Malaysia	09:00–18:00, Monday–Friday	MYT (UTC+8)	Malaysian public holidays observed by the servicing entity
Singapore	09:00–18:00, Monday–Friday	SGT (UTC+8)	Singapore public holidays
Thailand	09:00–18:00, Monday–Friday	ICT (UTC+7)	Thailand public holidays

4.1 A Business Hour is an hour falling within the applicable country's Standard local hours. A Business Day excludes Saturday, Sunday and the public holidays applicable to the Integrated Retail entity providing the service.

4.2 For a multi-country case, the Order Form will identify the governing service desk and clock. If it does not, the clock follows the country where the affected site is located.

4.3 Essential Care and Professional Care are delivered during Business Hours unless an add-on is purchased. Enterprise Care may include 24×7 P1 coverage only when the Order Form identifies the hotline, authorised contacts, commencement date and response target.

24×7 LIMIT Automated monitoring may run continuously, but continuous monitoring does not itself create 24×7 human response. Only Enterprise Care can include a 24×7 response.

5. Service Plans and Entitlements Summary

Capability / rate	Essential Care	Professional Care	Enterprise Care
Indicative price	USD 12/device/month	USD 29.90/device/month	Customer-specific quotation
Support mode	Reactive shared desk	Managed local support	Tailored managed service
Response basis	Best-effort targets	Contractual Business-Hour SLA	Contract-specific; optional 24x7 P1
Dedicated Account Manager	N/A	Dedicated service/account manager	Dedicated service/account manager
Initial remote setup/tuning	Included when pre-booked	Included	Included with rollout governance
System configuration	Standard	Managed	Managed and controlled
Proactive alerts / daily health	Included where telemetry exists	Included with exception review	Enhanced rules and escalation
L1 / L2 remote diagnosis	Included	Prioritised	Prioritised / specialist allocation
Reverification / reconfiguration	USD 85/device	USD 65/ device at discounted rate	Inclusive
Network reconfiguration	USD 90/device	USD 65/ device at discounted rate	Inclusive
Server, firmware and reporting maintenance	Included for supported platform	Included	Included with change planning
Analytics Manager V9 / standard reports	Included with active licence	Included	Included
AI apps / predictive analytics	Not included	Optional	Enterprise scope only
Report customisation / engineering	USD 300/report	USD 150 per report	Contracted allowance / rate card
Online operational / IT training	USD 60/hour	USD 50/hour	Contracted training plan
Engineer call-out	From USD 450, up to 2 hours	From USD 450, up to 2 hours	Country rate / allowance
RMA / spare stock	Standard RMA; no reservation	Priority RMA; stock if ordered	Advance replacement and reserved stock if contracted

*Included engineering hours apply per annual customer contract, expire at term end and exclude on-site work, new AI model development, third-party fees and major integrations. All rates are indicative, exclusive of tax/travel/freight, and binding only when stated in the Order Form.

5.1 Entitlements apply only while fees and licences are current. 5.2 Professional Care is the recommended managed-support plan. 5.3 Enterprise scope, 24x7 coverage and service credits require express Order Form selection.

6. Support Organisation: L1, L2 and L3

Level	Primary owner	Responsibilities	Typical exit
L1	Integrated Retail service desk	Register, validate and classify; conduct power/network/basic platform checks; gather evidence; maintain communications.	Known fix, customer action, L2 escalation or closure.
L2	Manufacturer / development specialist	Advanced diagnostics; remote configuration; data-upload/API review; accuracy triage; firmware and installer coordination; RMA validation.	Restoration, on-site recommendation, change request or L3 escalation.
L3	Manufacturer / development specialist	Product defect, firmware, cloud platform, advanced AI and engineering investigation.	Workaround, fix, release plan, RMA authorisation or limitation statement.

6.1 Integrated Retail remains the customer-facing case owner when L3 is engaged. 6.2 L3 engineering response and fix dates are not guaranteed unless a specific back-to-back manufacturer commitment is attached. 6.3 The Customer must not open duplicate manufacturer cases without informing Integrated Retail, as duplication may delay ownership and measurement.

Functional escalation path

1. Customer authorised contact submits case.
2. L1 verifies minimum information and impact.
3. L2 performs technical triage and restoration work.
4. L3 is engaged with a complete diagnostic package when product-level action is required.
5. Integrated Retail communicates status and coordinates closure.

7. Incident Intake and Lifecycle

Stage	Integrated Retail action	Customer obligation
Log	Create case and acknowledgement.	Use approved channel and provide required identifiers.
Validate	Confirm scope, impact, priority and coverage.	Provide access, contact and evidence.
Diagnose	Perform L1/L2 checks; identify dependency.	Maintain safe remote or on-site access.
Restore	Apply workaround, configuration, replacement or recovery action.	Approve operational workaround where reasonable.
Resolve	Implement permanent fix or document accepted limitation.	Validate recovery and advise of recurrence.
Close	Issue closure summary; retain record.	Raise a reasoned objection within five Business Days.

7.1 Cases may be submitted through the portal, designated support email or plan-specific phone/hotline. Social-media messages and personal messaging accounts are not approved channels unless the Order Form says otherwise.

7.2 Duplicate reports for the same root cause may be consolidated. Related child cases inherit the major case's communications but retain site/device records.

7.3 The Service Clock pauses while Integrated Retail awaits customer information, credentials, physical access, approvals, safe work arrangements, third-party action controlled by the Customer, or payment for chargeable work.

7.4 A case can be closed when service is restored, the request is fulfilled, the issue is outside scope, the Customer accepts a workaround, or the Customer does not respond after three documented follow-ups over five Business Days.

8. Priority Classification

Priority	Impact definition	Representative examples	Not normally this priority
P1 Critical	Complete or widespread outage of a business-critical production service; no reasonable workaround.	Entire critical site/estate unavailable; platform-wide processing failure; severe confirmed security event.	Single device where other entrances continue; report request; historical correction.
P2 High	Major degradation of important functions, sites or multiple devices; service partly available or workaround exists.	Multiple devices offline; substantial upload delay; core dashboard/API materially degraded; serious reporting anomaly.	Cosmetic display issue; new dashboard; planned configuration.
P3 Normal	Limited impact, isolated fault or non-urgent supported issue.	Single non-critical device; access issue; minor data/display problem; standard configuration assistance.	New integration, new AI behaviour, relocation or project work.
Service Request	Planned information, access, configuration or change; not an Incident.	New user, report, training, relocation, integration, AI feasibility request.	Unplanned interruption to an existing Covered Service.

8.1 Integrated Retail may reclassify priority after assessment and will explain material changes. 8.2 Priority is based on verified business impact, affected scope, operating criticality and workaround availability. 8.3 The Customer must maintain current authorised escalation contacts. 8.4 A P1 case requires continuous reasonable cooperation from the Customer; otherwise it may be downgraded or the clock paused.

9. Response and Update Commitments

Priority	Essential Care target	Professional Care commitment	Enterprise Care default*	Status-update cadence
P1	Next Business Day	2 Business Hours	60 minutes, 24x7 only if ordered	Essential: daily; Professional: every 4 Business Hours; Enterprise: every 2 hours
P2	2 Business Days	4 Business Hours	2 Business Hours during contracted coverage	Essential: every 2 Business Days; Professional: daily; Enterprise: every 4 coverage hours
P3	3 Business Days	1 Business Day	4 Business Hours during contracted coverage	As material progress occurs; at least every 2 Business Days for open active work
Service Request	5 Business Days to assess	3 Business Days to assess	As stated in Order Form	Milestone based

* Enterprise response targets are defaults for quotation design and are binding only when repeated in the signed Order Form. "24x7" applies to P1 only unless wider coverage is expressly purchased.

9.1 Initial Response means substantive engagement by a qualified support resource. 9.2 Acknowledgement is targeted within 30 minutes for portal/email automation but is not the contractual Initial Response. 9.3 Status-update cadence is measured while a case is active; an update may state that L3, courier or customer action is pending. 9.4 Missed status updates do not create separate credits from the underlying case.

NO AUTOMATIC RESOLUTION GUARANTEE The above table commits response and communication. Restoration and permanent Resolution remain targets because they may depend on diagnosis, access, parts, manufacturer engineering and third parties.

10. Restoration and Resolution Management

10.1 Integrated Retail will use commercially reasonable efforts to restore Covered Services as quickly as practicable. Restoration may be achieved by workaround, failover, configuration reversal, data replay, temporary device substitution or replacement.

Priority	Restoration objective	Resolution approach
P1	Continuous active coordination during covered hours until restored, downgraded or awaiting an external dependency.	Root-cause review and permanent corrective plan where technically available.
P2	Prioritised diagnosis and reasonable workaround during covered hours.	Corrective action, maintenance release, replacement or planned change.
P3	Scheduled diagnosis within normal workflow.	Known fix, configuration, advice or planned maintenance.
Service Request	Not applicable.	Estimate, quotation, change order or fulfilment date.

10.2 Historical data recovery is not guaranteed unless the relevant source retained and can replay the data. 10.3 A workaround may be accepted as Restoration even if a permanent fix remains open. 10.4 A product limitation, unsupported use case or accuracy expectation outside approved conditions may be resolved by documented explanation rather than software change.

Problem management

- Recurring or related incidents may be consolidated into a problem record.
- Root-cause analysis is normally provided for material P1 incidents under Professional and Enterprise Care.
- Corrective actions may include customer actions, product roadmap items or separately chargeable redesign.
- A target release date is not guaranteed until confirmed by the responsible development owner.

11. Escalation and Major Incident Management

Trigger	Operational escalation	Management escalation
P1 accepted	Immediate L2 assignment; L3 engaged when evidence supports.	Service manager notified under Professional; enterprise manager under Enterprise.
Response target at risk	Reassign or add resource; verify dependency and clock.	Escalate to support lead.
Material multi-site impact	Create parent major-incident record and consolidated updates.	Customer incident lead and Integrated Retail management bridge.
Extended unresolved impact	Review workaround, replacement and vendor options.	Executive review frequency as contracted.
Customer dissatisfaction	Independent priority and scope review.	Account owner and service manager action plan.

11.1 Enterprise Care may include a 24x7 P1 hotline. Only Customer-nominated authorised contacts may use it. Misclassified hotline calls may be transferred to Business-Hour handling.

11.2 A major-incident bridge will be opened when practical for widespread P1 impact. Integrated Retail controls attendance to protect efficient diagnosis and confidential information.

11.3 Communications will identify known impact, actions completed, next actions, owner, dependencies and next-update time. Early information may be provisional and corrected as investigation progresses.

Post-incident review

For qualifying P1 incidents under Professional or Enterprise Care, Integrated Retail will target a written review within ten Business Days after restoration, subject to availability of manufacturer and third-party findings. The review is operational and without admission of liability.

12. Proactive Monitoring and Health Checks

12.1 Integrated Retail uses the support portal and Issue Tracker as the formal communication and preventive-maintenance record for accuracy, data, connectivity, reports and related support matters. Resolved fixes may be documented and converted into repeatable or automated handling. Support tools and workflows may be updated from time to time without materially reducing contracted service.

Preventive-maintenance item	Description / action	Service KPI or target
General enquiry	System infrastructure, use and standard configuration guidance.	Initial response within 24 Business Hours
Manufacturer platform availability	FOOTFALLCAM Analytics Manager server accessibility; manufacturer-supported checks.	98% reference availability, subject to Section 19 exclusions
Daily device health check	Automated notification where a device loses server connection; Customer checks power/LED/network and reports evidence.	Exception reviewed within 24 Business Hours
Device live view	Check for obstruction or unusable view; remote access where authorised.	Review within 24 Business Hours
Data trend / integrity	Review discrepancies between expected and collected trends over an appropriate period.	Review within 24 Business Hours
Accuracy concern	Review configuration, environment and samples; recalibration may be chargeable for customer-side causes.	Assessment targeted within 7 Business Days
Initial accuracy audit	Initial calibration and representative sample collection under the project acceptance method.	Calibration within 24 Business Hours; sample collection target 3 Business Days
Recurring fault prevention	Record verified fix, knowledge article, rule or automation where practical.	Reviewed during service-review cycle

12.2 KPI periods begin only after a valid ticket, required access and diagnostic evidence are available. Availability is measured using manufacturer/platform records and is not an Integrated Retail guarantee where the platform is manufacturer-controlled. Monitoring does not constitute continuous human video observation or guarantee detection of every obstruction, drift or accuracy issue.

12.3 The Customer remains responsible for power, network, physical inspection and timely cooperation. Integrated Retail may suppress duplicate alerts and tune thresholds. If telemetry, credentials or access are unavailable, the affected obligation and clock are suspended.

PRIVACY Video access is limited to what is authorised and reasonably necessary for support, calibration or validation under applicable data-processing terms.

13. RMA, Warranty and Replacement

13.1 Standard warranty. FOOTFALLCAM hardware supplied by Integrated Retail carries a one-year limited manufacturer warranty from the applicable commencement date stated in the Order Form, limited to validated Manufacturing Faults under normal intended use.

Included Manufacturing Fault	Excluded condition
Defect in materials or workmanship confirmed through diagnostics or inspection.	Accident, misuse, neglect, vandalism, theft or unauthorised modification.
Failure under approved electrical, environmental and installation conditions.	Power surge, lightning, water, fire, pests, excessive heat/humidity or unsuitable enclosure.
Manufacturer-confirmed component failure.	Customer/third-party cabling, PoE, network, camera, mounting or internet failure.
Approved firmware/hardware defect requiring replacement.	No-fault-found return, cosmetic damage, consumables or normal wear.

RMA process

1. The customer opens a case and completes remote diagnostic cooperation.
2. Integrated Retail validates likely hardware fault and warranty status.
3. Return/advance-replacement route is confirmed according to the Service Plan.
4. Customer returns the defective device, accessories and identifiers as instructed.
5. Manufacturer or Integrated Retail confirms replacement, rejection or chargeable outcome.

13.2 Integrated Retail may charge diagnostic, freight, customs, repair or replacement costs for excluded or no-fault-found returns. 13.3 Replacements may be new or functionally equivalent refurbished units where legally permitted and manufacturer-approved. 13.4 Replacement does not restart the original warranty unless mandated by law or expressly stated.

14. Contractually Reserved Spare Stock

14.1 Reserved Spare Stock is available only where the Order Form identifies device model, quantity, storage country, ownership, replenishment obligation, dispatch target, fee and review date. It is not created merely by selecting Professional or Enterprise Care.

Model	Reserved quantity	Storage country	Dispatch target

14.2 Professional Care may purchase access to shared buffer stock, but availability is not guaranteed unless stock is contractually reserved. Enterprise Care may include reserved stock after commercial review.

14.3 Dispatch targets begin only after fault validation, delivery details, authorised recipient and any required security/access information are complete. Delivery time is not guaranteed and excludes courier delay, customs, weather, remote-area restriction and denied site access.

14.4 The Customer must return the defective unit within ten Business Days after receiving an advance replacement unless the Order Form states otherwise. Failure may permit Integrated Retail to invoice the replacement at then-current price.

14.5 Stock levels will be reviewed quarterly or after material deployment change. Recommended planning reference: 1–2% of the covered installed base or a minimum of two units per relevant country, adjusted for criticality and supply lead time.

15. Accuracy, Calibration and Data Quality

15.1 Counting and AI performance depend on approved mounting, field of view, lighting, crowd behaviour, network/video quality, configuration and environmental stability. Accuracy must be assessed against an agreed methodology and representative sample.

Support incident	Change / professional service
Previously accepted standard function materially ceases to operate under unchanged approved conditions.	New camera angle, entrance layout, ceiling height, lighting, store process or device relocation.
Data upload stops despite verified customer network and power.	New accuracy threshold, audit methodology or historical reprocessing request.
Configuration unexpectedly resets or supported calibration becomes unavailable.	Extended manual validation, ground-truth study or project acceptance exercise.
Confirmed software defect affects existing agreed output.	New object, demographic, behaviour, loss-prevention or cross-camera scenario.

15.2 Integrated Retail may request recorded samples, manual counts, transaction records or temporary access. Customer-supplied ground truth must be complete, time-aligned and collected using an agreed method.

15.3 Accuracy tuning following installation is governed by the project acceptance scope. Ongoing support does not include unlimited re-auditing or retraining. Where physical conditions changed, Integrated Retail may propose site work, redesign or a change order.

15.4 No AI or counting system is represented as infallible. The Customer must not use outputs as the sole basis for safety-critical, employment-disciplinary, legal or high-impact decisions without appropriate review.

16. Reports, Integration and AI Customisation

Request	Classification	Commercial treatment
Existing standard dashboard fails	Incident	Handled under applicable priority.
New user / standard access	Service Request	Included within reasonable administration limits.
New dashboard using standard fields	Service Request / minor change	Quoted or consumed from report allowance.
New API, dataset or business logic	Change Request	Discovery, estimate and professional-services order.
Existing contracted AI model fails	Incident after validation	Support investigation; environment changes excluded.
New object, behaviour or scenario	AI feasibility request	Paid feasibility, dataset and model-development scope.
Model retraining after customer change	Change Request	Quoted unless allowance expressly applies.

16.1 An Enterprise allowance is a capped pool of named services, not unlimited development. Unused hours expire at the end of the service term unless the Order Form allows carry-forward.

16.2 Change requests require documented requirements, data availability, privacy basis, acceptance criteria, estimate, dependencies and authorised approval. A feasibility exercise does not guarantee a production model or target accuracy.

16.3 Customer data used for custom work remains subject to the applicable data-processing and confidentiality terms. The Customer warrants that it has authority to provide relevant footage, labels and datasets.

INCIDENT VS CHANGE A failure of an agreed existing capability is support. A request to make the solution do something new, use new data, or operate in changed conditions is a change.

17. Training and Service Reviews

Activity	Essential	Professional	Enterprise
Knowledge base / user guides	Included	Included	Included
Initial standard user orientation	As project scope	As project scope	As project scope
Remote refresher training	Chargeable	One annual session unless ordered otherwise	Scheduled plan / allowance
Administrator training	Chargeable	Optional	Included if stated
Service review	Not included	Monthly or quarterly as selected	Monthly; executive review optional
Custom training material	Chargeable	Chargeable	Allowance if stated

Service review agenda

- Estate health: online/offline status, recurring faults and data continuity.
- Incident performance: volume, priority, response attainment, ageing and root causes.
- RMA and stock: open returns, dispatches, replenishment and forecast.
- Accuracy/data quality: validated anomalies, environmental changes and audit needs.
- Change pipeline: reports, integrations, AI models, rollouts and risks.
- Actions: owner, due date and business decision required.

17.1 Professional Care includes either monthly or quarterly reviews as stated in the Order Form. If unspecified, quarterly applies. 17.2 Review meetings are governance activities and do not replace case submission. 17.3 Rescheduling requires at least two Business Days' notice; repeated non-attendance does not extend the term or create service credits.

18. Customer Responsibilities

- Maintain supported power, PoE, cabling, network, firewall, internet and third-party CCTV conditions.
- Maintain accurate site, device, licence, contact and escalation records.
- Use authorised support channels and provide safe, timely remote or physical access.
- Provide complete symptoms, timestamps, business impact, screenshots, logs and relevant samples.
- Back up customer-controlled data and configurations according to its own policies.
- Prevent unauthorised changes and follow supported installation/operating guidance.
- Notify Integrated Retail before relocation, renovation, camera change, network change or security control affecting service.
- Maintain lawful authority for any video, personal data, employee data or transaction data used in support.
- Return RMA units promptly and package them according to instructions.
- Pay undisputed fees and renew required licences/subscriptions.

18.1 Failure to perform a responsibility may suspend the relevant obligation, pause the Service Clock, exclude the event from measurement or make remedial work chargeable. Integrated Retail will identify the dependency where reasonably possible.

18.2 The Customer must appoint a primary service owner and at least one backup. Enterprise 24x7 coverage requires a maintained list of authorised P1 callers and decision-makers.

Customer role	Name / contact	Authority
Service owner	[Insert]	Priority confirmation, governance and approval
Technical contact	[Insert]	Access, network and diagnostics
24x7 P1 contact (Enterprise only)	[Insert]	Major-incident decisions
Commercial approver	[Insert]	Change and charge approval

19. Exclusions, Maintenance and Dependencies

19.1 Excluded time and events

- Scheduled maintenance notified at least 24 hours in advance where practicable.
- Emergency maintenance required for security, stability or material risk.
- Force majeure and events outside reasonable control.
- Customer or third-party power, network, internet, cabling, camera, integration or access failure.
- Unsupported hardware, software, firmware, browser, configuration or unauthorised modification.
- Beta, trial, proof-of-concept or free services unless expressly covered.
- Suspension for non-payment, expiry, unlawful use or security risk.
- Waiting time for customer evidence, access, approval or customer-controlled third party.
- Courier, customs, border, weather, civil disruption or remote-delivery delay.

19.2 Planned maintenance should normally occur outside peak operating periods where practical. Notice will describe affected service, expected window and contact route. Emergency maintenance may occur without advance notice where delay would create material security or stability risk.

19.3 Integrated Retail will support reasonable coordination with third parties but does not assume their contractual obligations. Where a third party is the root cause, the case may remain open for coordination while its time is excluded from SLA measurement.

19.4 Security events may require temporary restriction, credential reset, isolation or service suspension. Such protective action is not downtime where reasonably necessary to prevent harm.

20. Allocation, Billing, Termination and Change Control

20.1 Automatic charge commencement. A device becomes chargeable automatically on its Allocation Date. No separate purchase confirmation, support request or first use is required. Portal/server records are the primary usage record, subject to manifest error correction.

20.2 Approved exceptions. A POC, trial, delayed rollout or other waiver applies only if requested before or promptly after allocation and approved by Integrated Retail in writing, identifying devices, reason, waiver start and end dates. At waiver expiry, normal charges begin automatically unless deallocation is confirmed.

Billing event	Treatment
Annual advance payment	Customer prepays the agreed annual Support Balance before service commencement or renewal.
Monthly usage calculation	At each monthly close, Integrated Retail calculates actual chargeable device-days or device-months from portal allocation records and deducts the amount from the Support Balance.
Carry-forward	The unused Support Balance carries forward month to month within the active service term and is applied to later actual usage.
New allocation	Charges begin on the Allocation Date and are prorated using the method stated in the Order Form.
Deallocation	Charges stop on the confirmed Deallocation Date. Any resulting unused balance is recalculated and carried forward as credit; it is not automatically refunded in cash.
Insufficient balance	Customer must top up in advance. Integrated Retail may suspend support, SLA commitments or portal services after notice if the balance is insufficient.
POC / waiver	Non-chargeable only for the approved devices and approved waiver period.
Reactivation	After termination or deallocation, reactivation is subject to validation, payment of arrears and a standard USD 40 per-device reactivation fee, unless the Order Form states another amount.

20.3 Deallocation. The Customer must submit a valid request identifying serial number, site and requested date. Deallocation is effective only when confirmed by Integrated Retail. A powered-off, offline, unused, relocated, spare or warehoused device remains chargeable until that confirmation.

20.4 Termination and non-renewal. The Customer may terminate or elect not to renew by giving at least 30 days' written notice before the intended date, subject to the minimum term, committed fees and other contract terms. Integrated Retail will reconcile actual usage, approved credits, arrears and the remaining Support Balance. Except where required by law or expressly agreed, unused balance is applied as account credit and is not refundable in cash.

20.5 Reactivation. Reactivation is not automatic and may require updated subscription, firmware/configuration review, data continuity checks and recalibration. Fees are payable in advance and the original SLA clock does not run during reactivation work.

20.6 Change control. New reports, integrations, AI models, coverage changes and other out-of-scope work require written requirements, assessment, quotation and authorised approval. Operational email does not itself create new entitlement, price or liability.

21. Commercial Framework and Change Control

21.1 Fees should be quoted through a hybrid structure: annual base account fee + per-device recurring fee + selected service modules. Volume, geography, coverage hours, site criticality, integrations, travel and reserved stock affect price.

Commercial component	Essential	Professional	Enterprise
Base support	Included with qualifying subscription or entry fee	Annual minimum account fee	Custom managed-service fee
Per-device charge	If quoted	Per device/month or annual	Volume/estate pricing
24x7 P1	Unavailable	Unavailable	Optional module
Reserved stock	Unavailable	Optional shared-stock access	Contractual reserved-stock module
On-site support	Time and materials	Discounted / allowance optional	Allowance or dedicated rate card
Custom reports / AI / integration	Separate quotation	Bundles or discounted rate	Capped allowance and change orders

21.2 Fees are exclusive of applicable tax, freight, customs, travel, accommodation and third-party charges unless stated. 21.3 Support term is normally 12 months and renews only as the commercial agreement provides. 21.4 Integrated Retail may adjust renewal pricing on notice stated in the Order Form.

Change control

1. Record requirement, business outcome and affected estate.
2. Classify as incident, service request or change.
3. Assess effort, risk, dependencies, data/privacy and acceptance criteria.
4. Issue estimate or change order for authorised approval.
5. Schedule, deliver, test and document acceptance.

NO SCOPE BY EMAIL Operational email may clarify a requirement but does not create new entitlement, price or liability without authorised written change approval.

22. Legal and Signature Schedules

22.1 Term, termination and survival

This SLA begins on the Effective Date and continues for the service term in the Order Form. Suspension or termination rights, confidentiality, intellectual property, data protection, liability and dispute terms follow the master agreement. Provisions intended by nature to survive—including fees, confidentiality, data handling, limitations and accrued rights—survive termination.

22.2 Limitation and governing law placeholders

The final issued SLA must identify the contracting Integrated Retail entity, governing law, dispute forum, aggregate liability cap, excluded losses, data-processing terms and any mandatory local consumer or commercial protections. These matters require counsel review for Indonesia, Malaysia, Singapore and Thailand and should not be inferred from this operational draft.

Schedule 1 – Order Form minimum fields

Required field	Agreed entry
Selected plan and term	[Insert]
Covered entity/countries/sites/devices	Portal allocation records + attached estate list
Allocation/proration method	[Device-day / monthly proration]
Annual advance Support Balance	[Currency and amount]
Per-device monthly support rate	[Insert by plan / volume band]
POC or waiver devices and period	[Insert or "None"]
Deallocation notice/process	Section 21; designated channel: [Insert]
Reactivation fee	USD 40 per device unless otherwise agreed
Coverage hours / response commitments	[Insert or reference Sections 4 and 9]
Service-review cadence	☐ Monthly ☐ Quarterly
Reserved stock / custom allowance	[Insert or "None"]
Support channels and authorised contacts	[Insert]

Execution

For Integrated Retail	For Customer
Name: _____ Title: _____ Signature: _____ Date: _____	Name: _____ Title: _____ Signature: _____ Date: _____

END OF SERVICE LEVEL AGREEMENT • Review Draft v1.0