**STATEMENT OF WORK NO.1**

**FRAMEWORK AGREEMENT FOR ACTIVE ELEMENTS**

1. This Statement of Work is executed between **TT dotCom Sdn Bhd (Registration No. 197901008085 (52371-A)** and **Progressive Growth Partners Pty Ltd** (trading as Mutinex) (**Registration No. 627627365)** pursuant to the Framework Agreement for Active Elements dated [ ] between the Parties (“**Agreement**”).

2. This Statement of Work is an integral part of the Agreement and shall be governed by the terms and conditions of the Agreement subject to such additions and modifications stated in this Statement of Work.

3. This Statement of Work shall also form an integral part of the Purchase Order which makes reference to this Statement of Work.

4. All terms used in this Statement of Work shall have the meaning prescribed to it in the Agreement unless otherwise stated in this Statement of Work.

5. This Statement of Work contains the project’s specific details and its scope of works as follows:

| **No.** | **Subject Matter** | **Details** |
| --- | --- | --- |
| 1. | Scope of Work | *To provide Market Mix Modelling service to TIME in accordance with Schedule 2: Scope of Work* |
| 2. | Deliverables | *Schedule 2: Scope of Work* |
| 3. | Specifications and Functional & Technical Requirements | *Schedule 2: Scope of Work* |
| 4. | Service Levels and/or key performance indicators. | *Refer to Schedule 3: Service Levels Agreement* |
| 5. | Charges | *Refer to Schedule 1: Schedule of Fees* |
| 6. | Invoicing Milestone | *Refer to Schedule 1: Schedule of Fees* |
| 7. | Performance Guarantee | *No - Not applicable* |
| 8. | Parent Guarantee | *No - Not applicable* |
| 9. | Place of Delivery | * *Online (SaaS); Malaysia/Australia* |
| 10. | Project Schedule | * *Refer to Annexure 1: Implementation Plan* |
| 11. | Implementation Plan | *Refer to Annexure 1: Implementation Plan* |
| 12. | Liquidated Damages for Delay and/or Service Credits | *0.5% of the total value of the Purchase Order related to the Deliverables of each day of delayed (or any part thereof) up to a maximum amount of 10% of the total value of the said Purchase Order.* |
| 13. | Responsibility Matrix | *Refer to Annexure 1: Implementation Plan* |
| 14. | Acceptance Test Procedure and Criteria | *As per Clause 15.1.7 for purchase of Hardware or Software on a standalone basis unless otherwise stated in this SOW.*  *Refer to Annexure 2: Acceptance Test Procedure and Criteria* |
| 15. | Title and Risk | *As per Clause 17.1.* |
| 16. | Warranty Period | *Differs from the standard in Clause 31.1.*  *The Supplier warrants that all Deliverables shall operate, function and perform in accordance with the relevant Specifications free from any Defects for the Licensing Period.* |
| 17. | Insurance | *We maintain the relevant and sufficient insurances applicable to our Personnel and Deliverables with respect to and for the duration of this Agreement, specifically:*  *1. Technology Liability: AUD 10,000,000*  *2. Cyber Enterprise Risk Management: AUD 2,000,000*  *3. Public and Product Liability: AUD 20,000,000* |
| 18. | Licensing Period | *Refer to Schedule 2: Scope of Work* |
| 19. | Additional Terms | *The following clauses in the Agreement are hereby amended as follows:*   |  |  | | --- | --- | | ***No.*** | ***Amendments*** | |  | *Schedule 1 - Definition and Interpretation; "Deliverables" of the Agreement is hereby amended to read as follows:*  *"Deliverables" means the outputs generated by the Software, including but not limited to, any related data, insights, reports, and other materials which the Supplier is obliged to provide under a Purchase Order to the Customer* *and any item, work or service that is incidental, ancillary or in any way imperative to the provision of the Services. For the avoidance of doubt, Deliverables do not include the underlying System, Hardware, Software, or any intellectual property rights necessary to create these outputs.* | | *i.* | *Clause 5.2.2 of the Agreement is hereby amended to read as follows:*  *5.2.2 The* *Supplier may only reject a Purchase Order within Seven (7) Business Days from the date of receipt of the Purchase Order from the Customer, failing which it shall be deemed to have been accepted by the Supplier. The Supplier may only reject a Purchase Order if it is incomplete or in conflict with the Statement of Work.* | | *ii.* | *Clause 5.3.2 of the Agreement is hereby amended to read as follows:*  *5.3.2 (Not Applicable)* | | *iii.* | *Clause 6.1.2 of the Agreement is hereby amended to read as follows:*  *6.1.2*  *Unless otherwise agreed by the Parties in the Statement of Work, all prices shall be quoted in Australian Dollars.* | | *iv.* | *Clause 7.4.2 of the Agreement is hereby amended to read as follows:*  *7.4.2 All payments shall be made in Australian Dollars or such other currency agreed between the Parties.* | | *v.* | *Clause 7.5.1 of the Agreement is hereby amended to read as follows:*  *7.5.1 The Customer may, with reasonable justification, dispute any amount paid to or invoiced by the Supplier notwithstanding that payment has been made under a Purchase Order. The Parties agree in good faith to resolve the billing dispute within thirty (30) days from the date of the billing dispute failing which such dispute must be resolved in accordance with Clause 49.* | | *vi.* | *Clause 10.2 of the Agreement is hereby amended to read as follows:*  *10.2 (Not Applicable)* | | *vii.* | *Clause 10.3 of the Agreement is hereby amended to read as follows:*  *10.3 (Not Applicable)* | | *viii.* | *Clause 10.4 of the Agreement is hereby amended to read as follows:*  *10.4 (Not Applicable)* | | *ix.* | *Clause 11.2.1 of the Agreement is hereby amended to read as follows:*  *11.2.1 starting dates, planned completion of model from completion of supply of data from Customer, access dates, key dates, Milestones Dates and expected Completion Date;* | | *x.* | *Clause 11.2.4 of the Agreement is hereby amended to read as follows:*  *11.2.4 the expected dates when the Supplier plans to achieve each condition of the Purchase Order stated for each key date milestone and to complete other work needed to allow the Customer and third parties to do their work;* | | *xi.* | *Clause 12.3 of the Agreement is hereby amended to read as follows:*  *12.3 All the Supplier’s designs are to be aligned with the terms and conditions stated in the Statement of Work. Any input and/or design approval given by the Customer does not relieve the Supplier of any of its obligations under this Agreement and/or Purchase Order and is not deemed to be acceptance of any part of the work to be performed.* | | *xii.* | *Clause 14.3 of the Agreement is hereby amended to read as follows:*  *14.3 (Not Applicable)* | | *xiii.* | *Clause 18.1.1 of the Agreement is hereby amended to read as follows:*  *18.1.1 If the Supplier becomes aware that it will not, or is unlikely to achieve any Milestone Date, Delivery Date or Completion Date, it shall promptly notify the Customer in writing and in any event no later than five (5) Business Days after the cause of the delays could reasonably have been known to the Supplier.* | | *xiv.* | *Clause 21.2 of the Agreement is hereby amended to read as follows:*  *21.2 The Supplier shall ensure that the maintenance and support shall be made available by the Supplier to the Customer during the Licensing Period from the Delivery or Commissioning of the Deliverables, as applicable.* | | *xv.* | *Clause 22.1.2 of the Agreement is hereby amended to read as follows:*  *22.1.2 Software will no longer be supported,*  *(collectively “****End of Life of the Hardware and Software****”)*  *the Supplier shall provide written notification to the Customer during Licensing Period of the Hardware and Software. Such notice shall state, amongst other things:*  *(a) the date of the End of Life of the Hardware and/or Software;*  *(b) details of the new Hardware and/or Software replacing the outgoing Hardware and Software.* | | *xvi.* | *Clause 23.1 of the Agreement is hereby amended to read as follows:*  *23.1 The Supplier shall provide to the Customer the complete Documentation relating to the use and operation of any Deliverables at its own cost. Such Documentation shall include, where applicable, but not limited to (a) descriptions; (b) manuals (including operating manuals); (c) information concerning the Supplier's interpretation of the interfaces; (d) standard recommendations supporting operation and maintenance; and (e) any other relevant information as agreed in printed or printable form and all instructional and informational aides in any form (including audio, video and text) and on any medium. This excludes proprietary information or intellectual property specific documentation and/or information of the Supplier, in respect of any Deliverables.* | | *xvii.* | *Clause 23.3* *of the Agreement is hereby amended to read as follows:*  *23.3 The Supplier shall provide one (1) soft copy of such Documentation and allow the Customer to make multiple copies of such Documentation for training, operation and maintenance and for any other purpose that may be necessary for the purposes of operating any Network or part of the Network or as may be detailed within this Agreement or in a Purchase Order. Parties agree that this Documentation is provided by the Supplier solely for Customer’s internal use only.* | | *xviii.* | *Clause 31.1 of the Agreement is hereby amended to read as follows:*  *31.1 Unless otherwise specified in the Statement of Work, the Supplier warrants that all Deliverables shall operate, function and perform in accordance with the relevant Specifications free from any Defects throughout the Licensing Period, or any extension thereof.* | | *xix.* | *Clause 32.1.1 of the Agreement is hereby amended to read as follows:*  *32.1.1 Any Intellectual Property Rights which existed prior to this Agreement or which are created outside the scope of this Agreement ("Pre-Existing Works") belong to the respective Parties (or their Affiliates or third-party licensors). To avoid doubt, Intellectual Property Rights in the System, Hardware and Software remain the property of the Supplier and/or its licensors. The Deliverables and any Intellectual Property Rights in the Deliverables belong to the Supplier.*  *Clause 32.1.2 of the Agreement is hereby amended to read as follows:*  *32.1.2 (Not Applicable)* | | *xx.* | *Clause 32.1.3 of the Agreement is hereby amended to read as follows:*  *32.1.3 (Not Applicable)*  *Clause 32.2 of the Agreement is hereby amended to read as follows:*  *32.2 Intellectual Property Rights Licence*  *In respect of any Intellectual Property Rights in any Deliverables including Intellectual Property Rights owned by the Supplier and/or third parties, the Supplier grants to the Customer a perpetual, irrevocable, fully paid, royalty-free and, non-exclusive licence to the Customer, its Affiliates and its third party suppliers or contractors to possess, use, develop, modify and copy any Deliverables for the business, operations and maintenance purposes of the Customer. For the avoidance of doubt, “develop” and “modify” as used above shall require the prior approval of the Supplier.* | | *xxi.* | *Clause 33.1.1 of the Agreement is hereby amended to read as follows:*  *33.1.1 This Agreement shall come into effect on the date of this Agreement and shall remain in full force and effect during the Licensing Period unless earlier terminated in accordance with this Agreement.* | | *xxii.* | *Clause 33.5 of the Agreement is hereby amended to read as follows:*  *33.5 The Customer may terminate this Agreement, any Statement of Work and/or any Purchase Order for convenience, without cause, by giving at least thirty (30) days prior written notice to the Supplier.* | | *xxiii.* | *Clause 34.2 of the Agreement is hereby amended to read as follows:*  *34.2 Upon receipt of a termination notice to terminate any or all Purchase Order pursuant to Clause 33.3 by the Customer or Clause 33.4 by the Supplier:*  *Clause 34.2.1 of the Agreement is hereby amended to read as follows:*  *34.2.1: in the case of termination for cause by the Customer, the Customer has the right to accept all or any part of the Deliverables delivered at the date of termination, and the Supplier shall be paid for the Deliverables accepted by the Customer based on the relevant Purchase Order. The Customer may return any Deliverables that has not been accepted by the Customer as at the date of termination to the Supplier.*  *Clause 34.2.5 of the Agreement is hereby amended to read as follows:*  *34.2.5 (Not applicable)* | | *xxiiii.* | *Clause 34.3.1 of the Agreement is hereby amended to read as follows:*  *34.3.1 If this Agreement and/or any Purchase Order is terminated as a result of a Loss of Licence by the Customer due to the Supplier’s breach or for reasons within the Supplier’s control, the Customer shall have the right to, in addition to any other remedies available to the Customer, return the Deliverables to the Supplier in which case the Supplier shall refund to the Customer all Charges it has paid in advance in respect of Deliverables not delivered or not performed by the Supplier as at the date of termination under the terminated Purchase Order. The Customer shall also in such a case, without liability to the Supplier, be relieved from any and all of its purchase and license commitment in relation to all Deliverables not yet delivered, and all Services not yet performed, at the date of termination.*  *Clause 34.3.2 of the Agreement is hereby amended to read as follows:*  *34.3.2 If this Agreement and/or any Purchase Order is terminated as a result of a Loss of Licence by the Customer, for reasons within the Customer’s control, the Customer shall pay to the Supplier as a sole and exclusive remedy and compensation (after taking into account amounts previously paid under the Purchase Order(s), as relevant):*  *(a) the relevant part of the Purchase Order Price related to such parts of Deliverables that are delivered at the date of termination;*  *(b) the relevant part of the Purchase Order Price related to such parts of the Services that are performed at the date of termination;*  *(c) a sum corresponding to reasonable direct and evidenced direct third party termination costs and direct damages incurred by the Supplier as a result of the termination of the Purchase Order(s).* | | *xxiv.* | *Clause 36.1.11 of the Agreement is hereby amended to read as follows:*  *36.1.11 any infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the use of the System by the Customer as contemplated by this Agreement; or* | | *xxv.* | *Clause 37.3 of the Agreement is hereby amended to read as follows:*  *37.3 No Party shall publicise or announce the execution or existence of this Agreement and Purchase Order except where (i) its disclosure becomes mandatory pursuant to any laws or any acts of authority or rules of any stock exchange; or (ii) it is for the purposes of enforcing its rights and/or court or arbitral proceedings under this Agreement and/or Purchase Order; or (iii) it is in relation to the publication of Parties’ partnership for the purpose of case studies or thought leadership collaboration* *but subject to the prior written approval of the other party.* | | *xxvi.* | *Clause 38.2.2 of the Agreement is hereby amended to read as follows:*  *38.2.2 with the exception of Google Cloud Platform and strictly in accordance with the terms set out under this Agreement, not transfer or allow access to Customer Data outside of the country in which the Customer carries out its business without obtaining the prior written consent of the Customer. The Customer may withhold its consent or may provide consent with conditions with which the Supplier shall comply prior to transferring or allowing access to Customer Data outside of the of the country in which the Customer carries out its business.* | | *xxvii.* | *Clause 38.3.3 of the Agreement is hereby amended to read as follows:*  *38.3.3 any other unauthorized access in relation to its Customer Data or use by a third party or misuse, damage or destruction by any person (“****Other Incident****”).* | | *xxviii.* | *Clause 38.3.3(d) of the Agreement is hereby amended to read as follows:*  *38.3.3(d): comply with any directions issued by the Customer in connection with the Breach, Cyber Incident or Other Incident relating to the Customer Data.* | |  | *Clause 39.7 of the Agreement is hereby amended to read as follows:*  *39.7 (Not Applicable)* | |  | *Clause 42.2 of the Agreement is hereby amended to read as follows:*  *42.2 (Not Applicable)* | | *xxix.* | *Clause 48.1(b) of the Agreement is hereby amended to be read as follows:*  *48.1(b) must be left at the address of the addressee, or sent by A.R registered post or licensed courier to the address of the addressee or sent by email to the email address of the addressee which is set out below or if the addressee notifies another address or email then to that address or email.* | | *xxx.* | *Clause 54.2.2 of the Agreement is hereby amended to read as follows:*  *54.2.2 (Not Applicable)* | | *xxxi.* | *Clause 61.1 of the Agreement is hereby amended to read as follows:*  *61.1 Each Party is responsible for its own legal costs and expenses incurred in relation to the preparation of this Agreement, the Statement of Work and/or Purchase Order. The stamp duty in respect of this Agreement, the Statement of Work and the Purchase Order shall be borne by the Customer. The Customer shall return the signed Agreement, the Statement of Work and/or Purchase Order with the corresponding stamp certificate or evidence of stamping to the Customer within fourteen (14) days from the last date of signing (“Return Date”).* | | *xxxii.* | *Clause 61.3.2 in the Agreement is hereby amended to read as follows:*  *61.3.2 (Not Applicable)* | |
| 20. | Agreement Reference | *2024/TTDC/PROC/IT/FWA26* |
| 21. | Commencement Date | *15th July 2024* |
| 22. | Expiry Date | *14th July 2025* |

6. The Customer’s obligation to purchase any of the Deliverables only arises if a Purchase Order with respect to this Statement of Work has been issued by the Customer and accepted by the Supplier in accordance with the Agreement.

The Parties agree to be bound by the terms of this Statement of Work as of the latest date a Party executes this Statement of Work.

SIGNED for and on behalf of )

**TT DOTCOM SDN BHD** )

(Registration No.197901008085 (52371-A)) )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

NRIC No.:

Designation:

Date:

SIGNED for and on behalf of )

**Progressive Growth Partners Pty Ltd** )

**(trading as Mutinex)** )  
(Registration No.: 627627365) )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

NRIC No.:

Designation:

Date:

**Schedule 1: Schedule of Fees**

|  |  |
| --- | --- |
| **Fixed Licence Fee** | AUD $120,000 + gst (where gst is applicable) |
| **Licensing Period** | 12 months |
| **Initial Term** | 1 Licensing Period of 12 months (1 year). Licensing Period commencing on the Commencement Date |
| **New Licence Fee** | New Licence Fee to be determined in accordance with any proposed variation of the terms and conditions of this agreement, including any change in Fixed Licence Fees for the next Renewal Term (New Licence Fee).  The renewal fee will be determined from our pricing schedule provided 04/01/2024 (AUD $160,200 under the current schedule) and not the discounted annual fee provided in Year 1 as per payment terms under Key Terms outlined in this Agreement. Any variation to the Fixed Licence Fees in accordance will be increased by the Consumer Price Index (being the All Groups, 8 Capital Cities weighted average, Cat. No. 6401.0 Table 1, as published by the Australian Bureau of Statistics) or 5%, whichever is the least. |
| **Payment Terms** | The Fixed Licence Fee and New Licence Fee must be paid for each Licensing Period in accordance with Payment Terms outlined below.  Year 1: AUD $120,000 (100%)  Licence Fee means the Fixed Licence Fee and the New Licence Fee (as applicable).  Payment is due 45 days from the date of invoice. |
| **Payment Method** | Payment of the relevant Licence Fees are to be made by electronic funds transfer to the Company’s nominated bank account/direct debit from the Licensee’s nominated bank account. |
| **Finance Point of contact for invoicing** | To be confirmed by the Customer |
| **Invoicing requirements** | Customer to confirm if a PO is required and any other necessary information for billing |

**Schedule 2: Scope of Work**

|  |  |
| --- | --- |
| **Key Contact** | Adrian Romeo (adrian.romeo@mutinex.co), or some other person as notified by the Supplier to the Customer from time to time. |
| **Point of Contact** | Andrew Yeoh Wui Jin (andrew.yeoh@time.com.my), or some other person as notified by the Customer to the Supplier from time to time. |
| **Commencement Date** | This licence will commence on the 3rd June, 2024 or earlier as agreed between the Customer and the Supplier. |
| **Summary** | Provision of a 12-month licence access to GrowthOS, a turnkey SaaS solution that enables users to analyse and optimise marketing ROI through prescriptive analytics generated from the statistical modelling of growth dynamics between marketing, business and environmental data.  The platform is used to understand the impact brand, media and price is having on overall business performance. The platform provides econometric modelling (MMM).  Market Mix Modelling (MMM) is a method of marketing and media measurement that is used to determine the effectiveness of marketing investments, and the incrementality marketing delivers. By reducing ineffective spend and intensifying high return marketing strategy and tactics, the marketing mix is optimised leading to higher returns on the overall marketing investment. |
| **Deliverables** | * 1x 12-month licence to Mutinex from the commencement date   + Access and licence to GrowthOS and SaaS Services for up to 20 users from the expected Delivery Date   + Access and licence to DataOS for up to 20 users from the expected Delivery Date   + 1x document to outline Paid Media data requirements   + 1x document to outline Non-Paid Media data requirements * Model governance reporting (available on request) * GrowthOS Expert Support   + Monthly access to your Marketing Science Partner to discuss planning, optimisation and reporting needs. * Bi-annual Business Review   + A review within quarter on performance tracking and optimisation opportunities, or a quarterly review on marketing performance, test results and future recommendations. * 1x Annual Planning Session   + A yearly session aligned to your budgeting/planning phase to provide the support and guidance you need. * 1x Case study and/or whitepaper   + If mutually agreed, collaborative thought leadership as a public facing case study or whitepaper. |
| **Specifications and Functional & Technical Requirements** | * Client meeting scheduling and facilitation to clarify objectives, scope and KPIs and stakeholder management. * Creation of data manifest needed for MMM model creation. * Provision of data by TIME dotCOM fit for purpose (data quality, data currency, validity, granularity as directed by Mutinex) and ongoing supply of this data subject to Paid Media and Non-Paid Media data requirements directed/provided by Mutinex. * Model configuration (not including IP or any source code); alignment on the model design/hierarchy and the assumption on media with TIME dotCom (and agency where relevant) prior to model creation; Modelling on a single KPI metric as determined through business decision alignment, paid media, pricing, promotion/offer effectiveness and where relevant. modelling on non-paid media and external events. * Result validation as per Annexure 2 - Acceptance Test Procedure and Criteria * Access to the mutinex.co domain for access to GrowthOS and DataOS |
| **SaaS Services** | **GrowthOS - 1x 12 month licence period from the commencement date, including;**  Licence Type (Standard, Single Model)  Users: 20  Brands: 1 (TIME dotCom)  Regions: 1 (Malaysia)  Product Line/s: 1 (Consumer Broadband)  Model Refresh: Up to 12 (Monthly)  Macroenvironmental data: Included  Data Tools: DataOS  **1x Support Services**  In-platform Analytics guidance  In-product Contextual help  Data documentation  **1x Learning Centre Access**  On demand articles  On demand videos  On demand use case guides  On demand resources  **1x MROI & GrowthOS Training**  Structured Training Program  Personalised Training Session/s  Insight identification training |
| **Expected Key Delivery Dates and Project Milestones** | Please note: These timings reflect key milestones and expected dates assuming commencement date, and TIME dotCom’s team’s availability and general data readiness. Mutinex cannot start Modelling until all data is supplied and has been checked and validated via DataOS. Any delays in supply and validation of data will delay delivery proceeding milestones.  **Discovery & Alignment sessions**   * Business decision alignment * Media alignment * All other factor alignment   Expected Timeline: Week 1   * 27/5/24 - 31/5/24 * Dependency: Availability of key stakeholders for sessions   **DataOS access and configuration**  Expected Timeline: Weeks 1-3;   * 27/5/24 - 14/6/24 * Dependency: Confirmation of key stakeholders for access and Mutinex setup   **Data Supply (4-8 weeks)**   * Connection of APIs * Manual upload of data * Any data mapping and labelling as needed   Expected Timeline: Weeks 4-11;   * 17/6/24 - 9/8/24 * Dependency: Availability of key technical data people (TIME dotCom and agency). Minimum 2 years of data, ideally 3 years. All data validations within DataOS passed.   **Modeling & GrowthOS configuration (4-5 weeks)**   * Mutinex completes all modelling * Mutinex completes all model validations and governance * Mutinex completes GrowthOS configuration   Expected Timeline: Weeks 12-16;   * 12/8/24 - 13/9/24 * Up to 25 days from the completion of Data Supply. * Dependency: Completion of Data Supply by TIME dotCom (and agency).   **Model validation session**   * Mutinex presents model governance outputs to TIME dotCom   Expected Timeline: Week 17;   * 16/9/24 - 20/9/24 * 1-2 days following configuration. * Dependency: Availability of key stakeholders for this session. Completions of Modeling and GrowthOS configuration.   **GrowthOS launch insights presentation**   * 1 x 90 minute presentation with a deck to run through initial findings/insights, whilst showing where and how to access results   Expected Timeline: Weeks 17-18;   * 16/9/24 - 27/9/24 * Within 5 days of previous step * Dependency: Availability of key stakeholders across TIME dotCom (and agency if desired)   **GrowthOS Live: Week 17; 20/9/24**   * Follow-up training & Enablement * Optimisations   Expected GrowthOS Live Timeline: Weeks 12-17   * 16/8/24 - 20/9/24 * Dependency: Availability to achieve key milestones in previous steps |

**Schedule 3: Service Levels Agreement**

**Service Level Agreement**

**Uptime**

1. The Supplier will make the SaaS Services available to the Customer on a 24/7 (twenty-four hours per day/seven days per week) basis, excluding downtime due to any of the following (referred to as **Excusable Downtime**):
   1. scheduled network, hardware, software, or service maintenance (maintenance outages will be scheduled 48 hours in advance, and limited to 4 hours or less);
   2. acts or omissions of the Licensee or the Licensee’s employees, agents, contractors or vendors, or anyone gaining access to the Application by means of the Licensee’s account on the Application;
   3. a failure of the Underlying Systems;
   4. unplanned material changes in the Underlying Systems; and
   5. unplanned material disruption to the Underlying Systems which requires the Company to migrate the hosting of the Application in accordance with the following Hosting, Backup and Data Cleansing requirement (limited to a maximum downtime of 20 Business Days);

**Hosting**

* + 1. The Mutinex application and data is securely hosted with global cloud service providers (Google, AWS, Azure and Snowflake).
    2. The specific cloud provider service will be chosen at the discretion of Mutinex after consideration of various factors.
    3. Customer data is stored in single tenant schemas and cloud storage buckets that are isolated from other customers.
    4. The application services are multi-tenant.

**Back-Up Regime**

* + 1. Mutinex utilises the reliability and durability features of cloud platform providers to ensure reliable access and backup of data.
    2. Data is protected from loss via object versioning and time travel functionality.

1. The Company will use reasonable endeavours to ensure that the Application will be available to the Licensee at least 99% of the time each calendar month, excluding Excusable Downtime.

**Penalties for downtime**

1. If the availability of the Application is less than 99% for any calendar month (excluding Excusable Downtime), the Licensee may within one week of the event that caused the service outage provide the Company with a notice of material breach subject to a 30 day cure period (Cure Period). Any notice of material breach must be sent by email from the Point of Contact to the Key Contact.
2. If the service availability is less than 99% during the Cure Period (excluding Excusable Downtime), the Licensee may elect to:
   1. receive 0.5 months of credit against future Licence Fees for any month with less than 99% uptime (excluding Excusable Downtime); or
   2. terminate this agreement upon providing notice 10 Business Days’ notice within five Business Days after the subsequent breach.
3. The Licensee will bear the expense (if any) of the Licensee making a claim for credits in accordance with clause 4 of this Schedule.

To the extent permitted by law, there will be no refunds for any previous Licence Fee payments made by the Licensee.

**Support Requests**

1. If the Licensee requires any technical support, the Licensee must make a request for support (Support Request) by sending an email to the Key Contact.
2. All Support Requests must be made by the Point of Contact. The Company will not accept any Support Requests made by any other employees or agents of the Licensee.
3. The Company will respond to Support Requests as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Severity** | **Support availability** | **Response time** | **Resolution time** |
| Severity 1 –Application being unavailable | Monday to Friday between 9:00am and 10:00pm AEST | Within 3 hours of receipt of Support Request | Within 8 hours of receipt of Support Request |
| Severity 2 –significant component is unavailable or not working | Monday to Friday between 9:00am and 5:00pm AEST | Within 3 hours of receipt of Support Request | Within 72 hours of receipt of Support Request |
| Severity 3 – bug detected in the Application | Monday to Friday between 9:00am and 5:00pm AEST | Within 5 Business Days of Support Request | Within 10 Business Days of receipt of Support Request |

**Failure to comply**

1. If the Company will be or expects to be unable to provide to the Licensee the SaaS Services in accordance with the relevant Service Levels, the Company will provide the Licensee with details, in writing, of the failure and the steps it will take to prevent or mitigate the occurrence of the failure.
2. The Company will not be responsible for any failure to comply with any Service Level if such failure is caused by the Licensee’s failure to comply with its obligations under this agreement, failure or fault in, or defective, hardware, infrastructure, systems, networks, software, or equipment utilised by the Licensee or incorrect operation by the Licensee of the Application or the Licensee’s own access facilities. Nothing in this paragraph affects the Licensee’s statutory rights as a consumer.

**Annexure 1 - Implementation Plan**

**Implementation Plan**

Our teams will work together to map out a tailored engagement plan. The engagement plan will provide both our teams with regular, timely meetings and touchpoints to service collaborative decision making, addressing any questions or concerns promptly, and ensuring progress towards successful actioning of insights to deliver your commercial growth.

Implementation will kick off with two key sessions designed to confirm data requirements before moving into data provisioning.

1. Solution design
2. Data requirements workshops

This serves following purpose:

* Share an understanding of your business and confirm key decisions that need to be driven by GrowthOS
* Share an understanding of what data is required to enable key decisions surfaced in our decision discovery
* Identify and map out all key data requirements before we move into data provisioning together.

The solution design informs the data requirements for the model. From there we develop an agreed timeline for onboarding. **Onboarding has three phases;**

1. **Solution Design**

Will encompass introductions, initial documentation plus solution designs sessions and confirmation of data requirements. We will set up your DataOS instance and confirm the exact layout configuration of your platform

1. **Data Provision and Validation**

Following platform configuration we will confirm data sources and requirements. We will train the relevant team members on the use of dataOS and finalise the data ingestion and validation. During this process we will also confirm the time lag to supply each data source which we will factor into your refresh timelines post launch. Once all data is uploaded we will confirm your figures and data labelling through a combination of platform playbacks and accompanying spend and sales breakdowns.

1. **Modelling**

This includes the modelling, model governance and configuration of GrowthOS. This process can range from four weeks to six weeks once Phase 2 is officially completed. While the modelling is taking place, we will confirm ongoing cadence and begin developing an enablement plan. This generally involves two to three streams of activity;

* **Insights and reporting cadence**

Defining frequency, format and priorities for reporting and insight generation.

* **Training & knowledge development**

This involves training videos and insight specifically for the GrowthOS platform

* **Model and program governance**

Developing a workflow for ensuring model governance and accuracy metrics are provided ongoing to relevant stakeholders

**The below is a proposed and draft approach** for for implementing our GrowthOS solution for TIME dotCom which will be updated following kick-off once all roles and responsibilities have been identified/confirmed:

The key roles and responsibilities at Mutinex are as follows:

**Delivery Manager:** The Delivery Manager is your primary partner to complete the onboarding phase. They will work with you to ensure you’re getting everything you need and provide regular updates on progress, timings and impediments. Upon going live, your regular contact will shift to your assigned account manager.

**Account Manager:** Your day to day primary contact for platform or broader MMM or MROI questions. They will ensure any requests or recommendations are captured and passed-through to the relevant team(s) at Mutinex and/or TIME dotCom stakeholders where relevant. Takes full ownership of the account post onboarding.

**Marketing Science Partner:**  Responsible for insights presentations and discussion meetings quarterly. Will also provide a monthly touch point - either office hours or monthly breakdown - following each refresh to ensure insights on trends and optimisations are reviewed at a regular cadence.

**Marketing Data Analyst:** Ensure key data decisions that will impact hierarchy, granularity and insight are managed and covered with sufficient detail and consideration. They will work with TIME dotCom to identify ways to streamline and automate the flow of data across for this program.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Task** | **R**  (Responsible) | **A**  (Accountable) | **C**  (Consulted) | **I**  (Informed) |
| **Pre-Kickoff:** Sales Handover/Customer brief to customer squad and introduce the customer squad to TIME dotCom | Sales | Sales | Customer Engineering, Data Science, Marketing Science, Sales | TIME dotCom |
| **Internal kickoff:** Internal squad kick-off meeting [domain knowledge + customer platform expectations]; schedule and conduct kick off meeting with TIME dotCom | Delivery Manager | Account Manager | TIME dotCom, Marketing Data Analyst, Marketing Science | Data Science, Sales |
| **All:** Provide fortnightly progress updates to the project sponsor at TIME dotCom | Delivery Manager | Delivery Manager | Customer Engineering, TIME dotCom, Sales | TIME dotCom, Account Manager |
| **Customer kickoff**: Finalise project plan + share with TIME dotCom | Delivery Manager | Delivery Manager | Account Manager, Data Science, Operations, Sales, Marketing Science | TIME dotCom, Delivery Manager |
| **Data discovery:** Schedule/Lead data discovery workshop, internal playback for alignment and brief on key outcomes/decisions, external playback to share key outcomes/decisions made in discovery with project sponsor at TIME dotCom | Delivery Manager, Marketing Science | Delivery Manager | Data Science, Marketing Science, TIME dotCom, Customer Engineering | TIME dotCom, Account Manager, Delivery Manager |
| **Data scouting:** Actions the data labelling in DataOS, ensuring all data is correctly labelled and ready for modelling. | TIME dotCom, Media Agency | TIME dotCom, Media Agency | Delivery Manager, Marketing Data Analyst | Marketing Science, Account Manager, Data Science |
| **Data supply & QA:** Data collection and feedback loop with TIME dotCom; questions from Time dotCom around data and future insight impact, project management (data delivery, issue management) with project sponsor at TIME dotCom | TIME dotCom, Media Agency | Delivery Manager, Marketing Data Analyst | Data Science, TIME dotCom, Media Agency, Marketing Science, Marketing Data Analyst, Delivery Manager | Account Manager, TIME dotCom, Delivery Manager |
| **Modelling:** Modelling and platform configuration | Data Science | Data Science | Delivery Manager, Marketing Science, Marketing Data Analyst | Account Manager, TIME dotCom, Media Agency |
| **Reveal (SOFT):** Schedule success planning session with Project Sponsor at TIME dotCom; build a joint success plan, schedule reveal with key project stakeholders, develop training/enablement plan for first 90 days, GrowthOS/model reveal meeting, data provisioning workshop (share best practices), build and share customer engagement plan (external) and account planning (internal) | Account Manager, Marketing Science | Account Manager Marketing Science | Delivery Manager Data Science, TIME dotCom, Media Agency | Account Manager, TIME dotCom, Media Agency, Sales, Marketing Data Analyst |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Task** | **R**  (Responsible) | **A**  (Accountable) | **C**  (Consulted) | **I**  (Informed) |
| **Refresh (Data Expected):** Ensure TIME dotCom data supply and provisioning is seamless/organised as Mutinex best practice; confirm data supply deadlines with TIME dotCom, build refresh schedule, ensure data supply is as expected with any delays communicated with TIME dotCoM | Account Manager | Operations, TIME dotCom, Media Agency, Account Manager | Marketing Data Analyst, TIME dotCom, Media Agency | TIME dotCom, Marketing Science |
| **Refresh (Data Scouting/Ingest):** Collate and share with TIME dotCom any data gaps and issues identified, setting new deadlines if/when delays in data supply occur. Ingest and QA refresh data. | TIME docCom, Media Agency, Marketing Data Analyst | Account Manager, TIME dotCom, Media Agency | Marketing Data Analyst | Account Manager TIME dotCom |
| **Refresh (Live):** Schedule monthly optimisation meetings; brief enablement on monthly optimisation requirements, provide insights / test recommendations, record test log and monitor performance, delivery of training as required to TIME dotCom | Account Manager | Data Science, TIME dotCom | Data Science, TIME dotCom | Account Manager, Marketing Science, TIME dotCom, Media Agency |
| **Ongoing (Monthly):** Facilitate monthly access with TIME dotCom and Marketing Science partner for planning, optimising and reporting. | Account Manager | Marketing Science | Marketing Science | Account Manager, TIME dotCom, Media Agency |
| **Ongoing (Biannual):** Schedule reviews within quarter on performance tracking and optimisation opportunities, or a quarterly review on marketing performance, test results and future recommendations | Account Manager | Marketing Science | Marketing Science | Account Manager, TIME dotCom, Media Agency |
| **Ongoing (Annually):** Schedule a yearly session aligned to your budgeting/planning phase to provide the support and guidance you need | Account Manager | Marketing Science | Marketing Science | Account Manager, TIME dotCom, Media Agency |

**Annexure 2 - Acceptance Test Procedure and Criteria**

We govern our models in two key ways: ensuring the model is forecasting accurately, and ensuring its learning relationships/marketing dynamics well.

* First, to verify accuracy, we hold out (hide) your most recent thirty days of data and build the model off all older data. We can then see how accurate the model is when forecasting for unseen (new) weeks, which simulates a real world test. Across our customers, we expect the percentage error to sit between 3 - 12%.
* Second, we want to ensure our model is not over-attributing any component, including marketing. We have embedded domain knowledge through the use of priors, but also nonlinear transformations like saturation curves, to capture key dynamics that drive marketing and revenue.

Through the use of sampling metrics like R-hats and effective sample size (ESS), we have a measure of the uncertainty in seeing marketing and nonlinear dynamics in the data. If this uncertainty is high, it tells us the model may be accurate but not generalised - it's misattributing key components. This allows us to ensure we have the data we need to get the best model possible.

Currently, we measure two key parameters for accuracy and goodness of fit, primarily:

* R-hats - tell us about whether or not the model can improve from a fit perspective.
* MAPE - percentage accuracy in estimating historical performance.

Additionally, we consider three supplementary parameters for a more comprehensive evaluation:

* RSV: how does the variance (in error) of, for a period/event compare to any other week?
* NRMSE: what is the average error, normalised by the scale of our response (revenue)?

We provide an output of key model validation techniques;

* Key regression coefficients are calculated and exposed
* Showcasing of Model Validation statistics where required
* Hosting of relevant information and datasets to ensure improvement

To reflect the nature of Mutinex’s evolving research and development of its SaaS platform, intellectual properties and methodologies, Mutinex reserves the right to substitute any of the methodology or metrics details in Annexure 2 - Acceptance Test Procedure and Criteria.