



ZORALab

ZORALab Enterprise (201603356108)

+60129815172 | hello@zorallab.com

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

Shepherd Program Terms and Conditions

This Agreement is made on this 6th day of APRIL 2021

BETWEEN

1. ZORALAB ENTERPRISE (Business Registration Number: 2016033556108) of B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter referred to as "ZORALab")

AND

1. TO YOU where you are such person/entity authorized to use ZORALab's Web Portal, Mobile Applications, Products, and Services subjected to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force (hereinafter referred as "CLIENT")

(CLIENT shall be collectively referred to as "Receiving Parties")

(ZORALab, and the Receiving Parties shall be collectively referred to as "Parties")

WHEREAS:

- A) The Receiving Parties are desirous of appointing ZORALab for the service of the Product (as defined in this Agreement). At the request of the Receiving Parties, ZORALab agrees to provide the service of the Product to the Receiving Parties upon the terms and subject to the conditions set out in this Agreement.

NOTE THE PARTIES ARE AGREED as follows:



1 Definitions

- 1.1 Words importing the singular number includes the plural number and vice versa.
- 1.2 Words importing the masculine gender including feminine.
- 1.3 For the purpose of this Agreement, all capitalized terms not defined herein shall have the meaning set forth in General Terms and Conditions. All other terms not defined herein shall have the meaning as may generally accepted by industrial based on context used herein.

Agreement	Means this Shepherd Terms and Conditions terms sheet.
Customer	Means personnel or entity who purchased and subscribed to any ZORALab Products.
General Terms and Conditions	Means the terms and conditions stipulated in ZORALab General Terms and Conditions terms sheet that applies to all ZORALab platform, Products, and Services.
Hour	Means by 60 minutes duration in time.
Talent	Means a person, an android, a daemon, or a robot delivering the result for the Product.
Talent-Hour	Means the incurred work Hours by a single (1) Talent.
Tier	Means a pricing level expressing a pricing pattern that can be upgrade or downgrade depending on total Talent-Hour used.
Tier Rate	Means a Tier offering Talent-Hour rate instead of a sum amount.
Product	Means ZORALab's Shepherd Program.
You or Yours	Means the Receiving Parties.



2 General Terms and Conditions Compliance

- 2.1 For the avoidance of doubt, this Agreement shall always be read together with the General Terms and Conditions agreement terms sheet side-by-side where the latter shall be processed and be comprehended first.
- 2.2 In lieu with Clause 2.1, in the event of inconsistency between this Agreement and the General Terms and Conditions agreement, the former shall prevail.
- 2.3 The Receiving Parties shall sign both this Agreement and General Terms and Conditions Agreement.
- 2.4 In lieu with Clause 2.3, should the Receiving Parties had signed and ratified General Terms and Conditions prior to this Agreement, its effects shall be carried forwarded to this Agreement without needing to duplicate the General Terms and Conditions agreement terms sheet.

3 Availability and Eligibility

- 3.1 The Product is available since March 1, 2020 and shall continue to be available until further notice is issued by ZORALab. Any extension of discontinuation of this Product shall be at sole discretion of ZORALab.
- 3.2 The Product shall be eligible for both existing and new ZORALab Customers.
- 3.3 Notwithstanding the aforementioned, ZORALab reserves the right at its sole discretion to include any other Customers who ZORALab deems fit for the Product.
- 3.4 The Receiving Parties will continue to enjoy the Product as long as the same remains active and offered by ZORALab.



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- 3.5 ZORALab reserves the right to make any alteration or changes to the Product or any part thereof, or suspend the Product or any part thereof with or without prior notice and ZORALab shall not be liable for any loss or inconvenience to the Receiving Parties resulting therefrom.

4 Activation

- 4.1 The Product shall commence on the Activation (referred to Clause 1 of the General Terms and Conditions term sheet) date and shall continue to be effective until termination of the Product.
- 4.2 The Product shall be Activated upon mutual signatory of this Agreement.
- 4.3 In the event of the Activation date falls before The Receiving Parties' billing cycle, the monthly commitment fee of the existing Product shall be prorated from the date of Activation date.
- 4.4 The Receiving Parties may at any time terminate this Agreement by giving ZORALab prior written notice. The Products shall be deemed terminated within 5 Working Days from the receipt of the termination notice by ZORALab.

5 Subscription Pricing

- 5.1 ZORALab may assign or novate all or parts of the Agreement to any third-party by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to make all subsequent payments (if applicable) to ZORALab as instructed in such further notice.
- 5.2 The Product is charged with a multi-Tier pricing and periodic Payment (referred to Clause 1 of the General Terms and Conditions term sheet) schedule follows:



Details	Descriptions
Credit Limit	Limited to Deposit amount
Deposit	Optional
Auto-upgrade	Tier 1, Tier 2, and Tier 3
Auto-downgrade	Tier 2, Tier 3, and Tier 4
Pricing	<ul style="list-style-type: none">• Tier 1 (min 4 Talent-Hour per Month) – MYR 320.00• Tier 2 (min 8 Talent-Hour per Month) – MYR 600.00• Tier 3 (min 16 Talent-Hour per Month) – MYR 1190.00• Tier 4 (more than 20 Talent-Hour per Month) – MYR 74.00 per Talent-Hour

5.3 Tier packages are always charged starting from Tier 1. If the incurred total Talent-Hours is larger or equal to the next Tier’s Talent-Hour entry condition, it shall be upgraded automatically to the next Tier.

5.4 In lieu with Clause 5.3, upon upgrading to new Tier, that new Tier pricing will be charged for all incurred Talent-Hours instead of splitting the charges with the previous Tier.

5.5 With exception to Tiers that offer Tier Rate pricing, in the event where the Receiving Parties do not fully utilize all the allocated hours in a given Tier, the balance hours shall be forfeited and shall not be carried forward to the next billing cycle.

5.6 In the event of upgrading to Tier offering Tier Rate pricing, the Product shall multiply the total incurred Talent-Hours using the following formula:

5.6.1
$$\text{Incurred Hours} = (\text{Completion Hours}) \times (\text{total Talents involved}) \times (\text{Tier Rate pricing})$$



6 Collaboration Conditions

6.1 The Product facilitates the collaboration conditions as follows:

Details	Descriptions
Working Presence	Remote (default), and On-Site depending task requirements
Issue and Log Tracking	Facilitated by ZORALab
Communications Channel	By prioritized preference: <ol style="list-style-type: none"> 1. Issue Tracker; 2. Email; 3. Instant Messaging application; 4. Phone Call
Off-Working Hours Deployment	Available solely at our discretion subjected to the Receiving Parties access availability.

6.2 With respect to Clause 6.1, ZORALab may assign or novate all or parts of the collaboration conditions due to any third-party technologies involved by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to comply with the collaboration conditions with ZORALab as instructed in such further notice.

6.3 An issue tracker shall be provided by ZORALab to track incurred Talent-Hours from time to time either using in-house technology or a third-party service provider.



7 Task Assignment

- 7.1 The Receiving Parties shall produce a specified task request notice referencing to the template in Appendix I for ZORALab to document the work request transaction.
- 7.2 In lieu with Clause 7.1, the Receiving Parties shall produce task request notice that is compliant to the following but not limited to:
- 7.2.1 only shepherding a tech ecosystem for the Receiving Parties organization such as maintenance, daily operations, and system monitoring;
 - 7.2.2 in lieu with Clause 7.2.1, the task(s)' working nature shall not be software or tech research and development;
 - 7.2.3 When applicable, provisioned third party services' terms and conditions;
 - 7.2.4 Malaysia's Rules of Law;
 - 7.2.5 the Receiving Parties' operating country's Rules of Law.
- 7.3 Upon receiving the task request notice produced from Clause 7.1, ZORALab shall review and provide approval or rejection to the task request letter at ZORALab's discretion. Should any of the known sub-clauses from Clause 7.2 were found violated, the request notice shall be rejected automatically without prejudice.
- 7.4 Upon approval, ZORALab shall perform either of the following and shall return a copy to the Receiving Parties:
- 7.4.1 update the task request notice with approved stamping; or
 - 7.4.2 produce written approval referencing the task request noticing.



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- 7.5 In lieu with Clause 7.4, ZORALab shall then deliver the results based on the tasks stipulated in the request letter.
- 7.6 To stop executing an approved a task execution anytime, the Receiving Parties can and shall produce a task request notice specifying to stop executing a set of tasks referencing to the template in Appendix II for ZORALab to document the stop task request transaction.
- 7.7 Upon receiving the work request notice produced from Clause 7.6, ZORALab shall review and execute the appropriate procedures to stop the referred task execution.
- 7.8 In lieu with Clause 7.6 and Clause 7.7, in the event that zero (0) task available to execute while the Product is still Activated (referred to Clause 1 of the General Terms and Conditions term sheet), the Receiving Parties acknowledge that ZORALab shall continue to charge Tier 1 pricing as the unused resources were already provisioned.



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APPENDIX I

Task Request Notice Template

This page is intentionally left blank. See the following page for the full page template including letter head.



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Shepherd Program Task Request

Requester	Request Date	April 7, 2021
ACME. Co, 12, Some Street, Magnificent City, 43212, Some State, Country	Request ID	wifi-check-01
	Requester Name	John Mike Smith
	Email	John.smith@acme.com
	Phone	+6012345678

Tasks

SKU	Description
N-WIFI-1	Review or create if none, the Wifi policy for compatibility with the organization.
N-WIFI-2	Review 2.5GHz wireless radio compliance to Country's Radio Standards for Wifi.
N-WIFI-3	Review 5GHz wireless radio compliance to Country's Radio Standards for Wifi.

Authorization

ACME Co.	Party	ZORALab Enterprise
John Mike Smith	Name	
<i>John Mike Smith</i>	Signature	
ACME Co. 12, Some Street, Magnificent City, 43212, Some State, Country +6012345678 hello@acme.com	Company Stamp	



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APPENDIX II

Stop Task Request Notice Template

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Shepherd Program Task Request

Requester	Request Date	April 7, 2025
ACME. Co, 12, Some Street, Magnificent City, 43212, Some State, Country	Request ID	stop-wifi-check-01
	Requester Name	John Mike Smith
	Email	John.smith@acme.com
	Phone	+6012345678

Tasks

SKU	Description
STOP-N-WIFI-1	Stop N-WIFI-2 task as we no longer use 2.5 GHz in the organization.

Authorization

ACME. Co.	Party	ZORALab Enterprise
John Mike Smith	Name	
<i>John Mike Smith</i>	Signature	
ACME Co. 12, Some Street, Magnificent City, 43212, Some State, Country +6012345678 hello@acme.com	Company Stamp	