

For Postal Use

LSH Auto (Hong Kong) Limited
 16/F, Shanghai Commercial Bank Tower, 12
 Queen's Road Central, Central
 Attn: Mr Richard Huang

RICOH HONG KONG LIMITED

Service Agreement for Solution Sales & Support Service

Agreement No.:

This Service Agreement for Solution Sales and Support Service (the "Agreement") is made on 23rd May 2024 by and between RICOH HONG KONG LIMITED of 20/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Hong Kong ("RHK") and "Customer" as specified below:

CUSTOMER INFORMATION				
Customer Name	LSH Auto (Hong Kong) Limited		Business Registration No.	
Address	16/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central			
Site Location	Same as "Address"			
Warranty Period	Refer to 1.2 Below		Warranty Service Ref. Number	
Billing Contact	Contact Name Mr Richard Huang	Title Head of Digital	Email Address richard.chhuang@lsh.com	Phone no. 22307512
Technical Contact	Contact Name Mr Andrew Won	Title Senior Manager (IT)	Email Address andrew.won@lsh.com	Phone no. 29783138
Customer Portal Administration	Contact Name Mr Andrew Won	Title Senior Manager (IT)	Email Address andrew.won@lsh.com	Phone no. 29783138
Remark* : Any Service Details (e.g. login information, system maintenance notification) will be sent to the <u>Technical Contact</u> .				

SERVICES PLAN

RHK agrees to provide Customer Licensed Software, hardware, implementation service and/or related Support Services ("Solution") as specified below and Customer agrees to purchase the aforesaid Solution and IT Support Services (together "Services") from RHK in accordance with the terms and conditions of this Agreement.

PART 1: SOLUTION SPECIFICATIONS

Anything not specifically described in this part is out of scope and is not included in this Agreement.

1.1 Licensed Software and Service Descriptions

RHK will supply below Licensed Software to Customer with the scope of work specified in Appendix 1 attached to this Agreement and subject to the terms and conditions attached herewith and any applicable third party Manufacturer's special terms and conditions:

Demonstration License

Laserfiche Rio Maintenance Renewal

Item	Item Code	Description	Qty	Price
1 Software License (include 1st year)				
		Maintenance Period : Jun 05, 2024 to Dec 01, 2025		
		Laserfiche Avante System Includes:		
1	H-22949M1a	Rio Named Full User x 34	1	\$ 101,700
2		Forms Professional - Rio x 34	1	\$ 12,345
3		Participant Users x 19	1	\$ 18,690
4		Import Agent x 2	1	\$ 8,805
5		Enterprise Forms Portal x 1	1	\$ 69,540
6		SDK x 1	1	\$ 10,860
7	H-24534	Laserfiche Scan Connect x1	1	Free
8	H-24534M1a	New Scan Connect maintenance to Jun 05, 2024 to Dec 01, 2025	1	Free
				Total: \$ 221,940

1.2 Support Service

Service in Scope

1.5 Year(s) of maintenance Service for Licensed Software (From Jun 05, 2024 to Dec 01, 2025)

- o Free on-site support services upon request.
- o Unlimited remote support through email / fax / phone.
- o Software bug fix, Security patch and minor application patch (minor version is defined as middle number, e.g. the "2" in 11.2.3) that resolves bugs or security issues are included, major version updates are not included but can quoted upon request.

Service Out of Scope

- o Software Major version update, improvement, enhancement, modification is NOT included in this agreement and will be charge separately.

1.3 Special Remarks / Additional Information

1.3.1 Customer's Obligation

- a. Provide RHK with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- b. In a timely manner, provide any notices, and obtain any consent required for RHK to perform Services.
- c. Notify RHK promptly but in any circumstance no later than within five (5) business days about any inaccuracies or incomplete information in project documents provided to Customer.
- d. Acknowledge that some of the Service performed by RHK will be done remotely via phone, and/or electronic communication. Customer agree that RHK may access Customer's systems, throughout the performance of Services. If a network connection between RHK and Customer's systems is required for RHK to perform Services, Customer is responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at Customer's environment.
- e. Obtain, if required, all third-party consents necessary for RHK to perform Services described under this Agreement, including any appropriate license rights, consents needed for RHK to access relevant third-party software.
- f. Maintain Customer's network, operating system, network connections, hardware, Internet, and premises security to support the performance of Services and in accordance with applicable laws.
- g. Provide ongoing systems administration support, for the duration of the Services as required to support the performance of the Services.
- h. RHK is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, and/or any other conditions that are caused by an internet service provider.

1.3.2 Project Assumptions

- a. Services will start upon receipt of Customer's first payment/deposit, no procurement of material and commencement of Project without receipt of the first payment/deposit from Customer.
- b. All Services will be provided during Normal Working Hours, local time in Hong Kong.
- c. RHK has the sole discretion to determine the staffing assignments for its Services.
- d. Customer shall be responsible for staff member workstation system compliance and any pre-installation activities.
- e. RHK is not responsible for desktop workstation or internet network configuration and/or troubleshooting.

- f. Customer shall make available, its existing procedures and business process documentation to RHK project team members in a timely manner prior to related project workshops or tasks.
- g. Configuration includes a limited extensibility effort according to the predefined scope. This does not include complex customizations outside of the standard capabilities within the Solution nor does it include integrations with other 3rd party products except otherwise stated.
- h. Standard functionality for a solution is defined as the functionality described in applicable documentation or the Licensed Software under this Agreement.

Customer acknowledges that Customer's failure to meet the Obligations and Assumptions listed above in this Agreement, failure to provide cooperation, or because of any other circumstance outside of RHK's control, may lead to delay of delivery. RHK shall not be liable for such delay.

PART 2: INVOICING AND PAYMENT SCHEDULE

2.1 Contract Value

The total contract value under this Agreement is HK\$ 221,940 . The detail of the cost breakdown is listed in the Quotation.

2.2 Payment Schedule

Stage #	Payment Schedule - Description	Percentage	Amount (HKD)
1st	Upon Contract signing	100%	\$221,940

2.3 Payment Terms

- a. Upon this Agreement is confirmed and signed by the Customer, the first payment/deposit shall be paid within 7 days from date of invoice issue. RHK will not procure materials or prepare for the Services without the first payment/deposit duly settled by Customer.
- b. Subsequent payments shall be payable by Customer in accordance with the above Payment Schedule, without any setoff, within 30 days from the date of invoice.
- c. All payments made are non-refundable and non-transferable.
- d. Each separately identifiable item of this Agreement is a separate and independent transaction. Unless agreed otherwise, RHK shall issue invoice for settlement once the stipulated products and/or services are duly delivered and/or performed.
- e. Customer acknowledges and agrees that failure to fully settle payment when due will be considered as material breach by the Customer, provided that the Customer will be given payment reminders and the opportunity to settle the payment within a grace period thereafter.

PART 3: EXECUTION

3.1 Customer shall carefully read through and understand the applicable terms and conditions below, which shall be construed with this Agreement altogether as one agreement between Customer and RHK in relation to the sale and purchase of products and services. For the avoidance of doubt, the following terms and conditions are also attached to this Agreement:-

General Terms & Conditions for IT Services	Please refer to Appendix 2 attached to this Agreement
Special Terms & Conditions for Solution Sales and Support Services ("Special Terms")	Please refer to Appendix 3 attached to this Agreement

3.2 In event of any inconsistency between the provisions of the above terms and conditions and this Agreement, the following descending order of precedence shall apply to the extent of such inconsistency:-

- (a) this Agreement, including any Quotation attached hereto;
- (b) Special Terms and Conditions for Solution Sales and Support Services;
- (c) any applicable terms and conditions from third party providers; and
- (d) General Terms and Conditions for IT Services.

3.3 Customer acknowledges and agrees that this Agreement will be irrevocable and non-cancellable fixed-term Agreement upon signed by Customer, subject to the early termination provisions by "good cause" as provided under Clause 7 of the Special Terms and Clause 10 of the General Terms (during the Minimum Term). Customer also acknowledges that condition precedent for RHK obligate to this Agreement are subject to a satisfaction result of the background checks, credit reviews or other assessments performs by RHK to Customer after Customer signed this Agreement.

3.4 This Agreement shall constitute the entire agreement between Customer and RHK with respect to provision of the Solutions and shall supersede all terms and conditions imposed by document from Customer, all prior communications, understandings, all other agreements (including verbal commitment), representations, statements, negotiation and undertaking with respect thereto.

3.5 This Agreement is governed by and construed in accordance with the laws of Hong Kong. Any dispute arising from this Agreement shall submit to the exclusive jurisdiction of Hong Kong courts.

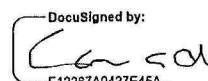
Customer undertakes that the person signing this Agreement for the Customer is authorised to sign and deliver on Customer's behalf. By Signing this Agreement Customer, and its authorised signing authority acknowledge that all the necessary and applicable terms and conditions of this Agreement, including those saved in the embedded hyperlinks above have been read and understood.

Signed for and on behalf of
RICOH HONG KONG LIMITED



Authorised Signature
Name: Owen Wong
Title: Manager
Date: 12 July 2024

Signed for and on behalf of the Customer
LSH Auto (Hong Kong) Limited



Authorised Signature
Name: Till Conrad
Title:
Date: Chief Executive Officer

30 May 2024

GENERAL TERMS AND CONDITIONS FOR
IT SERVICES ("GT&Cs")

These General Terms and Conditions for IT Services ("GT&C") and the Special Terms and Conditions stipulated in Section 18 herein set forth the terms and conditions of the agreement ("Service Agreement") between Ricoh Hong Kong Limited ("RHK") and Customer. These GT&Cs govern the Service Agreement of various types of IT Services, namely Managed IT Services, Cloud Services and Solutions Sales and Warranty Services. Customer is responsible for reviewing and understanding these GT&Cs and all relevant Special Terms and Conditions before entering into a Service Agreement with RHK. Upon Customer's sign up of a Service Agreement, these GT&Cs and any relevant Special Terms and Conditions are hereby accepted and agreed to by the Customer, and the Customer shall be legally bound by these GT&Cs and Special Terms and Conditions.

1. DEFINITIONS

"Agreement"	means this General Terms and Conditions, any service agreement and special terms and conditions and any Schedule, Appendix and exhibits or attachments contained therein.
"Business Day"	means any day other than a Saturday, Sunday or a public holiday in Hong Kong.
"Confidential Information"	means any Information of Customer relating directly or indirectly to this Agreement and is either: (a) in writing, marked as confidential or proprietary by markings or statements or which by its nature should reasonably be expected to be confidential; or (b) orally, either identified as confidential prior to disclosure or which by its nature should reasonably be expected to be confidential. Confidential Information shall not include information which: i) was already in the public domain or which becomes so through no fault of RHK; ii) was already known to RHK prior to receipt of such information; iii) was disclosed to RHK, in good faith, by a third party owing no duty of confidentiality towards the Customer in respect of such information; iv) is explicitly approved for release by written authorization of the Customer.
"Delivery"	means the transfer of Hardware and Software to the location stipulated by the Customer.
"Excusing Event"	means the event or incident at which RHK and/or RHK's third party partner is unable to provide Services to Customer. Excusing Event includes but not limited to: i) Force Majeure events, for example, Acts of Gods, natural disasters, fire, flooding, outage of electricity or internet service, industrial strikes, etc. and ii) service outage due to system maintenance performed by RHK and/or RHK's third party partner.
"Hardware"	means, among others, any machine or equipment provided by RHK and/or its third-party supplier(s) to the Customer, for or relating to the provision of the Services.
"Help Desk Support"	means after-sales remote support service provided by RHK, its subcontractor and/or third parties Manufacturer. Customer shall report any problems related to Services to Help Desk for initial troubleshooting and possible resolution of the problems.
"In writing" or "written document"	shall include any written communication which has been signed by a person authorized to represent the party, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.

"Manufacturer"	means the manufacturer, licensor and/or producer of the Licensed Software or any Hardware.
"Minimum Term"	means the minimum period of Term for subscription of Services as stipulated in a service agreement. During this minimum term, Customer is not entitled to early termination of the Agreement unless Customer has paid Termination Fee to RHK for the compensation of loss of bargain.
"Normal Working Hours"	means any hour between 9:00am and 5:30pm of any Business Day, that is from Monday to Friday except Saturdays, Sundays and Public Holidays.
"On-Site Support"	means the on-site support services to be provided by RHK's or Sub-contractor's technicians or engineers in locations within territory of HKSAR but excluding Outlying Islands. When applicable, On-Site Support shall be charged by Service Hour in the form of Token.
"Other Fees"	means the administration fees applicable in the sum of HKD200 for a change in Company name in RHK's record, or a sum of HKD500 for early termination of any Services.
"RHK"	means Ricoh Hong Kong Limited.
"Sanctions"	means economic or financial sanctions or trade embargoes or other equivalent restrictive measures imposed, administered or enforced from time to time by the European Union, the governments of other member states of the European Union, the United Nations, the United States government or an United States agency (including OFAC, the US State Department, the US Department of Commerce and the US Department of Treasury) or the equivalent regulator of any other country which is relevant to this Agreement.
"Sanctions List"	means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) in relation to Sanctions, each as amended, supplemented or substituted from time to time.
"Service Charge"	means RHK's charges to the Customer for the provision of the Services, including but not limited to the Service Charge for Professional Services and Monthly Charge, as set out in this Agreement as well as charges for any additional services agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.
"Service Effective Date"	means the date indicated in the Clause 1.3.2 of Main Agreement.
"Service" or "Services"	means all the content and deliverables as specified in any and all the service agreements, which may include without limitation to all deliverables forming part of or created by the Services, such as any Licensed Software, Hardware, equipment, other item or materials and any services supplied by RHK and/or its subcontractor under this Agreement.
"Service Level Agreement" or "SLA"	means the committed level or standard for provision of Service. Customer shall refer to the specific SLA for various types of Services provided by RHK under this Agreement.
"Software" or "Licensed Software"	means the software incorporated into the Hardware or provided separately by RHK and/or its third-party supplier(s) to the Customer for or relating to the provision of the Services under this Service Agreement.
"Site(s)"	means such premises at which the Services are to be performed.

"Scope of Work" or "SOW"	means detail description and specification of the Services in relation to the Services provided by RHK to the Customer under this Agreement.
"Termination Fee"	means a fixed sum of money to be payable by Customer to RHK for early termination of this Agreement during the Minimum Term, if applicable. Termination Fee is calculated by the Monthly Charges as specified in a Service Agreement times the number of months remained in the Minimum Term of the service agreement from the effective termination date of the Agreement.
"User" or "End User"	means those employees, contractors, and end users, as applicable, authorised by Customer or on Customer's behalf to use the Services in accordance with this Agreement.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence upon the Service Effective Date or the date on which RHK commences to supply the Service to Customer, whichever the earlier. and continues to run until natural expiration subject to the provisions in Clause 10.

3. SCOPE AND PERFORMANCE OF SERVICES

3.1 RHK will provide Services to the Customer in accordance with the Services Agreement of this Agreement. Where applicable, RHK shall deliver and install both Hardware and Software at the Site in accordance with an agreed time schedule set out in a Services Plan. Installation shall be deemed completed on the date when the Hardware is ready to be put into operation.

3.2 Customer acknowledges and agrees that no RHK or its agent, subcontractor's intellectual property right shall be transferred to or acquired by the Customer under this Agreement.

3.3 Right for use only. All Hardware and/or Software, including operating systems embedded in the Hardware are licensed for use but not sold to the Customer unless otherwise written. All Hardware and/or Software offered in this Agreement shall remain the property of RHK and /or its licensor(s) such as the original Manufacturer(s), and are subject to End-User licenses, right-to-use licenses, and other licensing terms and conditions of their respective original Manufacturer(s).

3.4 Subcontractors. RHK may use subcontractors to provide some or all of the Services. RHK will be responsible for such subcontractors subject to the limitations of liability stipulated in this Agreement.

3.5 RHK shall make reasonable efforts to meet any applicable service levels as specified in the Service Level Agreement ("SLA").

3.6 RHK shall make commercial reasonable effort to give proper prior written notice to Customer before system maintenance, testing, upgrading and/or system repairing work; however, RHK reserves the rights to deactivate, suspend or resume the Services for whatever reasons at any time without notice to Customer. Customer acknowledges and agrees that RHK shall not be held liable for any loss or damage arising from or related to suspension, deactivation or resumption of Services.

3.7 RHK shall provide Help Desk Support service which is available during Normal Working Hours and such service includes general support on use and configuration. For specific scope of support service, please refer to each Special Terms and Conditions.

3.8 RHK reserves the right to suspend or restrict Customer's access to the Services, if:

- (a) Customer breaches this Agreement;
- (b) Customer violates any acceptable use policy (AUP);

- (c) Customer is alleged or found to be non-compliance with applicable law;
- (d) Customer fails to pay any undisputed Service Charges or fees when due;
- (e) when RHK is of the opinion that such action is appropriate as a result of Customer's use of the Services, provided that prior written notice will be provided to the Customer and the Customer will be given the opportunity to defend before such suspension or restriction of access to service is effected, or
- (f) as the result of any Excusing Event.

Customer agrees that RHK shall not be held liable for any loss or damage arising from or related to said suspension.

3.9 RHK shall not be obligated to provide support service if the problem is caused by or related to:-

- (a) Customer's mishandling, abuse, misuse or use of Hardware and/or Software not according to RHK's operation instructions or related procedures
- (b) Customer's violation and breach of any acceptable user policy and terms and conditions of Manufacturer;
- (c) negligence, willful acts or omissions caused by of persons not employed or directed by RHK
- (d) installation, configuration, maintenance, reverse engineering or repair of Software by any person not employed or directed by RHK, except when such action is authorized by RHK in written form; and
- (e) third party software resides on the same server or network that are not provided or maintained by RHK.

In such situation, RHK reserves the right to charge customer for the labour cost incurred for the extra support service no matter the problem can be resolved by RHK or not. The Customer shall be notified in writing of the estimated labor cost. The labor cost charged by RHK shall be reasonable and proportional to the services provided. If the Customer disputes the labor cost charged by RHK, the parties shall work together in good faith to resolve the dispute.

3.10 Due to the complexity and hidden factors in the computer and/or Internet environment, Customer acknowledges that RHK does not guarantee that all problems can be solved and the Customer will not require RHK to identify and/or solve all problems raised by the Customer although RHK agrees to use reasonable commercial efforts to provide possible alternative solution to solve the problem. For the avoidance of doubt, RHK does not guarantee any result and the Customer will not require RHK to guarantee that such alternative solution will solve the problem.

4. DELIVERY

- 4.1 Delivery service of the Hardware and On-site Support service, where applicable, may subject to additional charge if the Customer's premises are located in outlying Islands, or any locations not accessible by land transport.**
- 4.2 Customer agrees that the Software licenses shall be deemed to be duly received and accepted by Customer once the said license key(s) has been delivered by email/other digitized channels no matter sent by RHK or direct from the products' Manufacturers. Customer acknowledges and agrees that once the license was delivered, the Warranty period for the software products supplied under this Agreement shall start on the date when the Software license key(s) is sent to Customer or otherwise specified by the corresponding Manufacturers' warranty terms.**
- 4.3 Customer shall be responsible for and shall provide at its own costs, all information, assistance, cooperation, equipment, material or facilities and third parties' services or network that are necessary for RHK to provide the Services and/or for the Customer to access the Services. If the performance**

of Service is delayed due to circumstances beyond RHK's control or for which RHK is not responsible, RHK has the right to charge the Customer for any additional costs incurred by the delay.

5. BILLING AND PAYMENT

- 5.1 Subject to the payment schedule of each applicable service agreement, RHK may bill Customer the Service Charge and Other Fees (where applicable) either by monthly billing, or by payment milestones. Customer shall pay RHK without any setoff, within fourteen (14) days from the date of invoices unless specified otherwise.
- 5.2 RHK will bill the Customer in advance from the date when the substantial part of Services commences, whichever the earlier, by electronic mail or by post. Any omission on the part of RHK to issue invoice in the prescribed month shall not constitute a waiver by RHK of any Service Charge or part thereof.
- 5.3 All payments made are non-refundable and non-transferrable.
- 5.4 Customer's failure to pay any amount when due will be considered as a material breach by the Customer.
- 5.5 Customer acknowledges and agrees that Customer's payment obligation during the service term of this Agreement is non-cancellable and irrevocable.
- 5.6 In the event of payment delay by Customer, without prejudice to other rights, RHK reserves the absolute right to suspend provision of part or whole of the Services or to early terminate this Agreement in accordance with the Clause 10 of these General Terms and Conditions.

6. CONFIDENTIALITY

- 6.1 Each party shall keep confidential and shall not disclose any Confidential Information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the Delivery of Services and performance of duties under this Agreement.
- 6.2 The Customer acknowledges that RHK may have to disclose, and RHK's representatives and independent contractors may obtain access to, information of the Customer in the course of providing the Services under this Agreement and that such disclosure or access shall be deemed to be authorised by the Customer provided that RHK shall use its reasonable commercial efforts to protect the Customer's Confidential Information from unauthorised disclosure and use its reasonable commercial efforts to take such precautions and make such arrangements as are reasonably necessary to protect the Confidential Information, including without limitation requiring all third parties given access to any of the Confidential Information to sign an undertaking of confidentiality and non-use comparable in scope and duration to that set out in this Agreement, if so required by the Customer. However, RHK shall not be responsible for any breach of confidentiality by such third parties, except such breach is due to the gross negligence and/or wilful misconduct on the part of RHK.
- 6.3 Customer acknowledges and agrees that the licensor, distributor or Manufacturer of Licensed Software will have the right to monitor and analyze Customer's use of the Software and Services and to use the results of such monitoring to improve the Software and Services during and after the Term of this Agreement.
- 6.4 In the event that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement, both parties agree to use such personal information obtained throughout the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement. Both parties agree to take appropriate technical and organisational measures to keep such data secure and to process it in accordance with the other party's requirements.

7. LIMITATION OF LIABILITY

- 7.1 RHK shall not indemnify the Customer in respect of liability for death or personal injury unless to the extent that it results directly from the gross negligence and wilful misconduct of RHK or its employees, in the course of discharging their duty while working on-site pursuant to this Agreement.

- 7.2 RHK shall not be liable to the Customer or to any third party in tort, contract or otherwise for any direct, indirect, special, incidental or consequential loss, damage, injury, expense whatsoever including, without limitation, damages for loss of profits, loss of revenue, loss of business opportunity, loss of data, costs of procurement of substitute goods or services, loss of use of equipment or facilities, or interruption of business, whatsoever and howsoever incurred or arose, including without limitation breach of this Agreement, the supply of the products or the manner of performance of RHK's obligations under this Agreement, whether or not RHK has been advised of the possibility of such damages, , unless to the extent that it results directly from the gross negligence and wilful misconduct of RHK or its employees, in the course of discharging their duty pursuant to this Agreement
- 7.3 Customer acknowledges, understands and agrees that RHK does not guarantee or warrant that the Service will not be disrupted or delayed. RHK shall not be directly or indirectly liable to the Customer, any End Users or any party arising from any Service disruption or delay in connection with the performance of Services under this Agreement.
- 7.4 Customer acknowledges and agrees that in the course of delivering the Services, RHK may become aware of issues such as internet access and connection problem, network and firewall problem, and that such issues may give rise to regulatory reporting obligations which Customer is subject to in the territories in which the Customer operates. Accordingly, Customer shall remain solely responsible for all such reporting requirements and RHK shall have no liability in this regard whatsoever.
- 7.5 Customer acknowledges and agrees that RHK does not guarantee or warrant that the Service, or recommendations and plans made by RHK as a result of that Service, will result in the identification, detection, containment, eradication of, or recovery from all of Customer's system threats, vulnerabilities, malware, malicious software, or other malicious threats nor will result in the successful fulfilment of any compliance, policies, industry accreditation, professional qualification, statutory requirements of any form. Customer agrees not to represent to anyone that RHK has provided such a guarantee or warranty.
- 7.6 The Customer shall notify RHK of any claim arising from the Services in reasonable detail and in writing within thirty (30) days from the date on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim; provided, however, that if the Customer does not provide such notice to RHK within six (6) months from the occurrence, RHK shall have no obligation to pay any compensation for any loss and damages whatsoever relating to such claim.
- 7.7 Notwithstanding anything to the contrary in this Agreement, RHK's total liability to Customer or any third party under this Agreement (whether for breach of this Agreement, in tort or otherwise) whether for one or more claims in aggregate, shall be limited to the total amounts actually paid by the Customer for the relevant portion of the Services immediately during the preceding three (3) months from the date of claim arose, except where RHK is finally determined to have engaged in wilful misconduct or fraudulent behaviour, RHK's total liability under such situation under this Agreement shall be limited to the total contract sum under this Agreement

8. INDEMNIFICATION

- 8.1 Except to the extent caused by RHK's material breach of this Agreement, Customer shall defend, fully indemnify and hold RHK and their respective employees, officers, directors, and representatives harmless from and against any claims arising out of or relating to any third-party claim concerning:
 - (a) Customer or any End Users' use of the Services (including any activities used by Customer's employees and personnel);
 - (b) breach of this Agreement or violation of applicable law by Customer, End Users or user content;
 - (c) a dispute between Customer and any End User;
 - (d) Customer or any End User infringes or misappropriates third party's intellectual property rights; and

- (e) Customer or any of its End User or any user content commits breach of confidentiality obligations, and Customer shall pay RHK the amount of any adverse final judgment or settlement for such claim.
- 8.2 Customer shall indemnify, defend and hold harmless RHK and RHK's personnel, subcontractors or assigned parties from and against all claims in respect of or in relation to personal injury, including death, or damage to property resulting from the negligence or wilful misconduct of Customer or its employees.

9. **CUSTOMER'S OBLIGATIONS**

9.1 Customer undertakes to fully comply with this Section 9. If any violation of the below sub-clauses of 9.1 occurs, RHK reserves the right to terminate this Agreement without liability to the Customer, and the Customer is obligated to pay RHK as set out in the Clause 10.3 of this Agreement:-

- (a) Customer undertakes that the Services is used only in Customer's business operations in the territory and for the legitimate purposes. Customer further undertakes to comply with the non-proliferation laws as required by the U.S. government which all the products are for Customer's own civilian uses, not for re-export to other territory, or resale or re-supply to any other party without the prior written consent from RHK;
 - (b) Customer represents and warrants that it is not a person that is listed on any Sanctions List, or owned (whether directly or indirectly) or controlled by a person under economic Sanctions or trade embargoes, or other equivalent restrictive measures imposed, administered or enforced from time to time by the European Union, the United States government or an United States Agency.
 - (c) Customer undertakes that, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent any of its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
 - (d) Customer should ensure that each of the End Users, when using the Service, complies with any applicable laws and regulations, terms and conditions and policies of this Agreement.
 - (e) Customer undertakes not to engage in any activities or actions that may infringe or misappropriate the intellectual property rights of others without appropriate consent and/or permission.
 - (f) Customer undertakes not to use or distribute third party's proprietary and/or Confidential Information without appropriate consent and/permission.
- 9.2 Customer shall backup and/or archive any of its data and/or files from time to time at its own costs. Customer acknowledges and agrees that RHK shall not be liable for any damages or losses arising from any loss of data in connection with the Services under this Agreement.
- 9.3 Customer shall at all times cooperate with RHK to allow RHK to provide the Services under the best possible conditions. This shall include, but not be limited to, the Customer providing (i) a safe, healthy working environment for RHK personnel or its subcontractors in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that RHK reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect RHK's safety, risk or obligations under this Agreement or which is likely to lead to an increase in RHK's costs for providing the Services.

10. **TERMINATION**

10.1 Customer acknowledges that this Agreement is irrevocable and non-cancellable without a good cause. A good cause shall mean an event of a non-curable breach on part of RHK (as determined

by RHK) where RHK cannot provide a remedy within 60 days after receiving Customer's notice of such breach. For avoidance of doubt, Customer is not entitled to early terminate this Agreement or cancel (wholly or partially) the Services during the Minimum Term.

- 10.2 RHK may terminate this Agreement immediately upon written notice if: (i) Customer repeatedly breaches any provision, terms or conditions of this Agreement in a way that RHK has to construe it as Customer's inability or unwillingness to perform Customer's obligations ; or (ii) Customer breaches the clause 9.1; or (iii) Customer becomes insolvent or passed any resolution of deregistration, strike off, close down, winding up or, for individual(s), start the formal procedures of winding up or bankruptcy; or (iv) any act, omission or conduct of the Customer, which in RHK's reasonable opinion, brings or may bring RHK's business or reputation into disrepute.
- 10.3 Upon termination of Agreement, Customer shall reimburse RHK all Service Charge, Other Fees (where applicable), costs and expenses in relation to the Service rendered through the date of termination. For avoidance of doubt, in the event that Customer wishes to early terminate the Agreement within any Minimum Term, Customer is liable to settle the Termination Fee, all outstanding invoices and to pay charges payable by the Customer under this Agreement. In case less than a full month is applicable for the calculation of such Termination Fee, RHK shall pro-rata the relevant period to the total calendar days of that month.
- 10.4 If termination of this Agreement is due to Customer's breach of this Agreement, besides any obligations set out in clause 10.3, Customer shall also reimburse RHK for any loss incurred due to such breach.
- 10.5 If any Hardware has been provided by RHK for Customer's use in a Service Agreement, upon the end or termination of such Service Agreement, RHK reserves the right to collect the Hardware installed or being used by Customer in the Site(s) within thirty (30) days from the termination date of this Agreement.

11. ENFORCEMENT

- 11.1 The failure of or delay by any of the Parties in exercising any right, power, privilege or remedy, partial or otherwise, or in requiring performance of any provision hereof shall not operate as a waiver thereof and shall in no manner affect its rights at a later time to enforce such right, power, privilege, remedy or provision or any other right, power, privilege, remedy or provision.

12. ORDER OF PRECEDENCE

- 12.1 In event of any inconsistency between the provisions of these General Terms and Conditions with any other quotation or document related service agreements that may be included in this Agreement, the following descending order of precedence shall apply to the extent of such inconsistency:-
 - (a) Any SOW;
 - (b) cover page and Services Plan of this Agreement;
 - (c) special terms and conditions;
 - (d) any terms and conditions from third party providers if any;
 - (e) these General Terms and Conditions; and
 - (f) any other documentation attached hereto.

13. FORCE MAJEURE

- 13.1 A party is not liable for non-performance of this Agreement if the non-performance is caused by events or conditions beyond that party's reasonable control including, but not limited to, acts of God, acts of Governmental authorities, strikes, war, riots or any other cause of such nature, reasonably unforeseeable non-availability of materials or defaults by any manufacturer for the affected party ("force majeure event") and the affected party gives prompt notice and makes all reasonable efforts to perform. If, despite the affected party's reasonable effort, the force majeure event prevails, the parties shall be relieved from performing their respective obligations (except the payment obligation) in relation to such part of this Agreement that has been affected by the force majeure event.

14. ENTIRE AGREEMENT AND NO REPRESENTATION

- 14.1 This Agreement shall constitute the entire agreement between Customer and RHK with respect to provision of the Services and shall supersede all terms and conditions imposed by document from

Customer, all prior communications, understandings, all other agreements (including verbal commitment), representations, statements, negotiation and undertaking with respect thereto.

- 14.2 Customer has not told RHK or anyone else of a particular purpose for which Customer requires or intends to use of the Services; and RHK has not made any representation, warranty or undertaking on the Services.

15. MISCELLANEOUS

- 15.1 Amendments. RHK shall have the right to change any terms and conditions and policies of this Agreement from time to time subject to the prior written consent of the Customer.

- 15.2 Assignment. Customer shall not assign or transfer any of its rights and/or obligations under the terms and provisions of this Agreement without the prior written consent of RHK, which shall not be unreasonably withheld. However, RHK may assign this Agreement at any time to any of its affiliates, subsidiaries, successors, or third parties.

- 15.3 Headings. The headings to the clauses of this Agreement are for convenience of reference only and shall not affect its meaning or construction.

- 15.4 Notices. Any notice or other communication under or in connection with this Agreement shall be in writing and delivered or sent by a prepaid envelope by registered mail at the address of the Party concerned or fax number, or electronic mail addresses set out in this Agreement (or such other address or fax number as the Party concerned may have notified to the other Party by five (5) days' prior written notice).

- 15.5 Severability. If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegality or unenforceability had never been set forth herein, and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

- 15.6 Non-Solicitation. Customer agrees that, during the term of this Agreement and for a period of six (6) months after its termination, if it employs, directly or indirectly, any person employed or formerly employed by RHK or RHK's sub-contractor who is or was engaged in providing Services under this Agreement, the Customer will pay RHK the amount payable by Customer under this Agreement, in recognition of the cost incurred by RHK or RHK's Sub-contractor for the recruitment and training of employees. The parties acknowledge that this is a legitimate pre-estimate of the costs for RHK's loss and not a penalty.

16. RIGHTS OF THIRD PARTY

- 16.1 Customer agrees that, except any person(s) mentioned in this Agreement or any other person(s) we may inform Customer in advance, no other entity or person will have the rights to enforce or enjoy the benefit of the terms of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

17. JURISDICTION

- 17.1 The terms of this Agreement shall be construed and governed by the laws of Hong Kong and the parties hereto agrees to submit to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region for dispute resolution.

Solution Sales and Support Service Special Terms & Conditions

1. DEFINITIONS

1.1 Section 1 of General Terms and Conditions shall apply in this Special Terms and Conditions with the following supplements:

“Support Services”	means the hardware warranty and software maintenance services as set out in Part 1.2 of the Services Plan.
“UAT Acceptance Form”	Means the document to be sent by RHK for Customer's sign back for confirmation of Customer's acceptance of Project after completion of the User Acceptance Test.
“User Acceptance Test”	Means an assessment of the Project deliverables as defined in clause 5.1.

2. SCOPE AND PERFORMANCE OF SUPPORT SERVICES

2.1 Customer acknowledges and agrees that the Solution supplied under this Agreement is not sold to Customer unless specified otherwise. Customer is granted the right of use only. The Solution offered in this Agreement shall remain the property of RHK and/or its licensor(s) and are subject to End-User Licenses and other related licensing terms and conditions of their respective Licensors(s).

2.2 In the event that RHK has to supply any chargeable spare parts (including without limitation hardware, accessories, attachments, machines or other devices) under this Agreement, RHK will provide no independent warranty but will pass to the Customer the manufacturer's warranty or software license (as the case may be) of the relevant spare part subject to the terms and conditions of the respective manufacturer's warranty statement or license statement, including but not limited to restrictions on title change of the Customer as the end-user. RHK will not assume nor Customer will claim against RHK for, any liability in relation to such spare parts.

2.3 During engagement with Customer, RHK may provide recommendations and suggestions as a value-added service for Customer's consideration, provision of such information shall not to be deemed as any guarantee of result given from RHK. While RHK will provide Services according to those recommendations and suggestions, Customer is ultimately responsible for deciding whether to adopt those suggestions and recommendations.

2.4 Customer acknowledges and agrees that RHK is not provide information technology consulting services under this Agreement, or represent or warrant that the Services RHK provides will ensure Customer's compliance with any particular law, including but not limited to any law relating to safety, security or privacy.

3. EXCLUSIONS FOR PERFORMANCE OF SERVICES

3.1 RHK will not provide any Support Services relating to problems arising out of (1) the Customer's use of the Solution in a manner or in a condition other than described in the relevant operating manuals or documentation of the hardware and /or Licensed Software, (2) accident, (3) the Customer's act or default, neglect or misuse of the Solution, (4) Customer's modification or attempted modification of any part of the Solution without the prior written consent of RHK and/or the Manufacturer, save and except for the reasonable modification by the Customer due to daily or normal use that do not substantially alter the Solution, (5) the Customer's use of equipment or software not supplied by RHK, or (6) any versions of hardware and/or Licensed Software which is no longer supported by the Manufacturer.

3.2 RHK will only provide the Services to the Customer if the Customer is a legal licensee of the Solution. RHK reserves its right to request the Customer to produce documents to prove to the satisfaction of RHK that the Customer is a legal licensee and RHK reserves right to refuse to provide the Services until after the Licensee has produced such documents to the satisfaction of RHK.

4. VARIATIONS

4.1 Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Customer's order. RHK shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Customer and RHK agree in writing to the proposed change in an amendment to this Agreement and/or applicable document(s).

5. USER ACCEPTANCE TEST (“UAT”)

The following sub-clauses shall be applicable when the Services include UAT:

5.1 The purpose of UAT is to confirm that the Service is developed according to the Customer's requirements in functionality, performance, and technical features and that it is ready for deployment and operational use in a commercially reasonable manner. During UAT, Customer shall compare the Service's functionality, features, and performance to the Solution Specification in Part 1 of this Agreement.

5.2 Customer shall inform RHK in written notice for any non-compliance in the Service within 15 business days after the date of UAT Acceptance Form is completed and signed off by the Customer. A notice of non-compliance should specify the

item of specifications in which the Service is not able to meet with a record of such non-compliance incident identified, any general claim, description or expression of dissatisfaction shall not suffice.

- 5.3 The UAT is deemed to be accepted by Customer for non-communication of valid non-compliance notice within 15 business days from the date of UAT Acceptance Form, or last date of communication between RHK and Customer, whichever is earlier.

6. DISCLAIMER AND LIABILITY

- 6.1 Under no circumstances shall RHK be liable to any claims by the Customer for any loss of any kind, whether direct or consequential, arising from loss of or spoil of data due to the fault on the part of the Customer and/or expiration of software license during installation, configuration and testing period of the Solution. For the avoidance of doubt, in case of such loss of or spoil of data is caused by the gross negligence and/or wilful misconduct of RHK, RHK's total liability will be limited to the total contract sum under this Agreement. For the avoidance of doubt, all software licenses once activated shall be subject strictly to the term of such license. Customer is responsible for renewal of software license at its own cost upon expiration of license term at all times.

- 6.2 Customer acknowledges that the Solution has not been manufactured, tested, or otherwise approved by RHK. Any Solution is provided "As Is," and RHK does not make and specifically disclaims all express and implied warranty of every kind relating to, and/or use of the Solution, as well as any warranties that Solution will achieve a particular result or will be uninterrupted or error-free. By accepting this Agreement, customer also accepts the additional terms and conditions of the Manufacturers, if any, set forth in the Solution.

- 6.3 RHK provides no independent warranty or software license of the products which it distributes / resells. RHK will, however, pass to the Customer the Manufacturer's warranty or software license of the relevant product subject to the terms and conditions of the respective Manufacturer's warranty statement or license statement and RHK will not assume any liability in relation thereof.

- 6.4 Anything not specifically described in this Agreement is out of scope and is not included in the Service. Customer acknowledges, understands and agrees that RHK does not guarantee or otherwise warrant that the Service, or RHK's recommendations and plans made by RHK as a result of that Service, will result in the identification, detection, containment, eradication of, or recovery from all of Customer's system threats, vulnerabilities, malware, malicious software, or other malicious threats.

- 6.5 Provision of Services will be based upon information provided by Customer or its representative(s). The Solution implementation or the performance of Services will be based on or consist of the findings that come to RHK's attention during discussion between the Parties or prior to confirmation of this Agreement. RHK does not assume any responsibilities and make no representations with respect to the reliability, accuracy or completeness or any information provided to RHK, and subsequent actions taken based on that information.

- 6.6 RHK will not be liable or responsible for any loss or damage arising from, or for any delay or failure in performing its obligations under this Contract to the extent resulting from or caused by, (i) Customer's failure or delay in providing any such information and materials requested by RHK, or (ii) Customer's non-compliance with this Agreement, or (iii) any missing, inaccurate, incomplete or defective information and materials supplied.

- 6.7 RHK makes no warranty of merchantability or fitness of any third party or Manufacturer supplied product /software or any new release, new version, or other upgrade thereof to be procured/ already procured by Customer from a third party or Manufacturer and hence will not be liable for taking corrective actions against any deficiency in such products/software. Customer shall solely be responsible for fulfilling Customer's responsibilities under any end user or licensing agreement and any other agreements between the product vendor and Customer. RHK does not assume any part of such responsibility. RHK shall also not be liable for any defect caused in whole or in part by any hardware, software, infrastructure, facilities and equipment installed or implemented by Customer (and/or Customer's sub-contractors) under this Agreement.

7. TERMINATION

- 7.1 Notwithstanding the provisions as written in Clause 10.1 of the General Terms and Conditions, either party may terminate this Agreement for good cause upon thirty (30) days' prior written notice to the other party. "Good cause" will include, without limitation: (i) any material or persistent breach by either party of its obligations under this Agreement, (ii) a change in applicable laws or regulations that has a material effect on, or causes a material change to the obligations of RHK under this Agreement, (iii) if the Customer becomes insolvent, or (iv) any act, omission or conduct of the Customer, which in RHK's reasonable opinion, brings or may bring RHK's business or reputation into disrepute. The Customer shall be responsible for any payment to RHK in accordance with this Agreement. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall also reimburse RHK for any loss incurred due to such breach.

- 7.2 Upon termination of this Agreement, RHK shall be discharged from all further performance under this Agreement and shall be entitled to enter the Site Location(-s) and recover any equipment, materials, and/or documents belonging to RHK, during Normal Office Hour subject to prior written notice to the Customer.