Special Terms and Conditions for HGC SDWAN Services

The Customer shall observe and be bound by the following terms in relation to the use of SDWAN Service: -

A. TERMS AND CONDITIONS

1   HGC-SDWAN SERVICE

HGC offers HGC-SDWAN Service includes the use of the SDWAN customer premise equipment ("CPE") and software required at each Customer's SDWAN site; a centralized management System for configuration management, reporting, and business policy setup ("SDWAN Central Management").

2   SDWAN FEATURES

2.1   Generally. HGC-SDWAN Service includes the following features ("SDWAN Features").

A. Design. HGC will assist Customer in gathering necessary CPE configuration information and HGC will create a CPE configuration design for Customer's each SDWAN site.

B. Setup. HGC will prepare and load the SDWAN CPE configuration files, and will implement and test the transport and SDWAN CPE to verify the SDWAN CPE connection and operation. Depending on Customer's network design requirements, HGC can deploy SDWAN CPE via the SDWAN Central Management, without HGC's assistance. For Zero Touch provisioning, HGC will ship the SDWAN CPE to the Customer site and will coordinate with Customer to complete the installation remotely.

C. Connectivity Options. HGC can deploy HGC-SDWAN Service over varying connectivity options (e.g., HGC MPLS, local Internet, LTE mobile data and even Offnet broadband transport), and can support different WAN scenarios in which a Customer site may have private and public network connectivity. Customer can load-balance a site's traffic across multiple connections, or traffic can be steered across a most appropriate path, based on Customer's business policies and network conditions.

D. Reconfiguration Request. Post implementation, HGC allows Customer to initiate service reconfiguration request and re-designs with charge. Not all reconfiguration or re-designs are available with HGC-SDWAN Service subject to HGC sole decision.

E. Service Monitoring. Customer using HGC Managed SDWAN Service can view the service performance reporting and health conditions of SDWAN sites via the SDWAN customer portal.

2.2   On-going Service Support. For the HGC-SDWAN Service, Customer will receive the following service support:

A. Fault Management. HGC's service center provides a single point of contact for fault management services 24 hours per day, 365 days per year. These fault management services include detecting, isolating, diagnosing and correcting network troubles. To report a service issue, Customer will contact our network operation center ("NOC") as the primary service contact. HGC will provide Customer's designated point of contact with a trouble ticket number from HGC's ticketing system. HGC will keep Customer reasonably apprised of the status of service restoration actions. HGC will not close a trouble ticket until Customer has been notified that the problem has been corrected for issues related to HGC circuits and/or SDWAN equipment. For each trouble report, HGC will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble. For fault related to Customer provided facilities or circuits, it will not be courted as HGC service fault. Customer shall inform HGC the related status and HGC will close the trouble ticket until Customer notify HGC the related fault has been rectified.

B. Configuration Management. As part of HGC-SDWAN Service, HGC provides configuration management services of the SDWAN CPE at each Customer site; maintaining Customer site contact information; and performing system code updates and loads. HGC will make necessary CPE code updates as needed, and will proactively provide software updates intended to address software bugs or security flaws.

3   SDWAN CPE

3.1   Usage of the CPE. Customer may install and use the SDWAN CPE solely for the purposes of accessing and using HGC-SDWAN Service. Customer is not authorized to disable or defeat any capacity-limiting feature of the

SDWAN CPE, or otherwise use the SDWAN CPE at a greater capacity rate than the rate Customer purchases. Customer is not authorized to use the SDWAN CPE with any unsupported hardware or software. If Customer utilizes and HGC transport at a higher bandwidth than the level that Customer has purchased, or if Client utilizes the SDWAN CPE and exceeds the loading capacity tier of the SDWAN CPE that Client has subscribed, or if Customer uses the SDWAN CPE with unsupported hardware or software, Customer will be responsible for any additional fees. HGC reserves the right to audit Customer's use of SDWAN CPE to ensure compliance with the terms of the Agreement.

3.2   Identification of SDWAN CPE. HGC will, or may require Customer to affix plates or markings to SDWAN CPE. Customer may not remove any such plates or markings to facilitate on-going SDWAN CPE support.

3.3   Protection of SDWAN CPE. Customer is not authorized to sell, lease, abandon, or give away the SDWAN CPE provided with the HGC-SDWAN Service. Customer will not allow anyone other than HGC or HGC's appointed agents to alter, attach or service the SDWAN CPE, or permit any person to use the SDWAN CPE, other than on Customer's behalf in connection with Customer's use of service. Customer will be directly responsible for the loss of, or any damage to, the SDWAN CPE. Upon termination of SDWAN, Customer must return the SDWAN CPE to HGC in the same condition as when delivered to Customer, reasonable wear and tear excepted. If HGC or HGC's appointed agents does not receive the SDWAN CPE in such condition within 10 working days thereafter, Customer will be deemed to have purchased the SDWAN CPE at list price, and will pay HGC in accordance with the general invoicing terms and conditions.

3.4   Changes to SDWAN CPE. HGC will notify Customer of required or optional SDWAN CPE hardware, software and/or firmware changes based on SDWAN System upgrades. Customer will have 60 days following the notice to implement required changes. If Customer does not implement the required changes, HGC-SDWAN Service may be adversely impacted. If HGC determines that a change to the SDWAN Central Management is critical to ensure integrity of the service (e.g., security issues), then HGC will reasonably assist Customer in deploying required changes as soon as possible.

3.5   Relocation of SDWAN CPE. Prior to any SDWAN CPE relocation between Customer locations, Customer must contact HGC to ensure the move complies with Customer's most current SDWAN network design and the terms of the Agreement.

4   SOFTWARE LICENCE AND RIGHTS

4.1   **Licence.** HGC adopts virtualization technologies to create virtual environments for Customers. All Software are owned by HGC and/or its third party software partners (as the case may be). During the term of any applicable SDWAN Offer Form, HGC grants or will procure to grant Customer a non-transferable, non-exclusive licence to use the Software in object code form only, solely on the Hardware or HGC's equipment used in conjunction with the Services.

4.2   **Proprietary Rights.** This Agreement transfers to Customer neither title nor any proprietary or intellectual property rights to the Software, documentation, or any copyrights, patents, trademarks or any other intellectual property embodied or used in connection therewith, except for the rights expressly granted in Section 4.1 of this Agreement. Customer shall:

4.2.1   not claim or assert title to or ownership of the Software (or modifications thereto), or remove or alter any copyright or proprietary notice from copies of the Software;

4.2.2   use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Software; or

4.2.3   not export or re-export the Software without the written consent of HGC, its Software licensor and the appropriate government authorities.

4.3   **Licence Restrictions.** Customer agrees that it will not, nor through any of its parent, subsidiary, affiliate, agent or other third party:

4.3.1   copy the Software except as expressly allowed under this Agreement. In the event Customer makes any such permitted copies of the Software, Customer shall reproduce all proprietary notices of HGC on any such copies;

4.3.2   reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Software;

4.3.3   sell, lease, licence, sub-licence, modify, time share, outsource, or otherwise use or transfer the Software or the documentation to any third party;

4.3.4   write or develop any derivative software or any other software program based upon the Software or any Confidential Information (as defined in Section 11);

4.3.5   use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; or

4.3.6   alter or attempt to change the settings on the Software products or rights of use intellectual property on the Software.

Additional restrictions may apply to certain files, programs or data supplied by third parties or embedded in Software which are set out in the instructions or release notes and/or in the form of end user licence terms and are incorporated herein by reference.

4.4   **Further Assurances**. Customer shall at all times keep HGC informed of any known non-compliance or threatened non-compliance with the AUP, and shall provide HGC or its Software licensor(s) with all necessary assistance in enforcing these provisions.

4.5   **Injunctive Relief**. Customer acknowledges that HGC or any Third Party Software licensors shall have the right to obtain injunctive relief against actual or threatened violation of the restrictions or intellectual property rights, in addition to any other available remedies.

4.6   **Software Representations and Warranties**. HGC represents and warrants that: (i) it has the right, power and authority to grant the Software licence to Customer pursuant to this Agreement free of all liens, encumbrances and other restrictions; (ii) the Software shall operate and run in accordance with the Service Specifications indicated in the applicable SDWAN Offer Form; (iii) to the reasonable knowledge of HGC, the licence furnished by HGC hereunder and/or the use of the Software by Customer in accordance with the terms and conditions herein or in any SDWAN Offer Form, will not infringe upon nor violate any patent, copyright, trade secret, or other proprietary right of any third party; and (iv) Customer's use and possession of the Software consistent with the terms of this Agreement, shall not be adversely affected, interrupted or disturbed by HGC or any entity asserting a claim under or through HGC.

4.7   **Audit**. HGC may audit (or allow its Software licensor(s) to audit) the use of the Software by the Customer. Any such audit shall be conducted during regular business hours in Customer's premises and shall not unreasonably interfere with Customer's business activities.

4.8   **Customer's Right to Use Software**. Customer's right to use Software shall terminate upon expiration or termination of the applicable Contract Period listed in the SDWAN Offer Form or this Agreement. Termination of this Agreement or the applicable Contract Period listed in the SDWAN Offer Form shall not release Customer from the obligations of this Section 4.

5   SDWAN OFFERING

5.1   **SDWAN Offer Form**. Customer and HGC may execute one or more SDWAN Offer Form describing the Services that Customer desires to purchase from HGC. Each SDWAN Offer Form shall set forth the Services to be provided by HGC, the Service Specifications applicable to each such Service, the prices and payment schedule, the Initial or Minimum Term of such Services (as set out in the applicable SDWAN Offer Form) and other information the parties may mutually agree upon. No SDWAN Offer Form shall be effective until executed by HGC.

5.2   **Conflicts.** All SDWAN Offer Forms will be subject to the terms and conditions of this Agreement; provided however, that in the event of conflict between the terms contained in any SDWAN Offer Form and terms in this Agreement, the terms contained in the SDWAN Offer Form shall control. In the event of conflict between terms in this Agreement (including any applicable SDWAN Offer Form) and terms contained in any Customer-issued order form or purchase order, the terms of this Agreement (including any applicable SDWAN Offer Form) shall control.

5.3   **Cancellation.** In the event that (i) Customer cancels or terminates a SDWAN Offer Form at any time for any reason, other than expiration of a SDWAN Offer Form; or (ii) HGC terminates a SDWAN Offer Form or this Agreement pursuant to Section 9, Customer agrees to pay HGC all monthly charges specified in the SDWAN Offer Form for the balance of the term therefor, which shall accelerate and become due and payable on the effective date of such cancellation or termination. Upon the cancellation or termination of a SDWAN Offer Form by Customer, HGC shall, upon Customer's written request, give all reasonable cooperation and assistance to Customer to assure an orderly and efficient transition.

5.4   **IP Addresses**. If an Internet circuit is provided by HGC, HGC will assign, on a temporary basis, a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to HGC by

InterNIC. Customer acknowledges that such IP Addresses are the sole property of HGC, and are assigned to Customer as part of, and in connection with, the Services, and are not "portable", as such term is used by InterNIC. HGC reserves the right to change IP Address assignments at any time; however, HGC shall use reasonable efforts to avoid any disruption to Customer resulting from such renumbering requirement. HGC will give Customer reasonable notice of any such renumbering. Customer acknowledges and agrees that it will have no right to IP Addresses upon termination of this Agreement or any applicable SDWAN Offer Form, and that any renumbering required of Customer after termination shall be the sole responsibility of Customer.

6   SERVICE PROVISIONING

6.1   Provisioning Date. All provisioning dates are approximate and are based on estimated lead times. HGC will use commercially reasonable efforts to deliver the service by the provisioning date specified in the SDWAN Offer Form (the "Committed Action Date" or "Service Request Date" referred in the SDWAN Offer Form).

6.2   Customer Requested Service Delay or Cancellation.

(i). Customer may request a service delay in the provisioning process if: (1) the delay does not exceed 30 calendar days from the Committed Action Date; (2) HGC receives Customer's written request for the delay at least 5 working days before the Committed Action Date; and (3) Customer pays all charges HGC incurs as a result of such a service delay. If Customer delays provisioning of service for more than 30 calendar days from the Committed Action Date, HGC will invoice Customer for SDWAN beginning 30 calendar days from the Committed Action Date.

(ii). In addition to other charges set out in the SDWAN Offer Form (if any), if Customer is not ready for HGC to install SDWAN CPE on the scheduled on-site installation date, HGC will charge Customer the on-site installation charge HK Dollars 2000 for the initial attempted installation and an additional rework charge of HK Dollars 2000 for each subsequent installation attempt that is delayed or interrupted due to Customer's failure to meet its obligations. The final successful installation attempt will not be charged.

(iii). A Customer-requested delay will not delay installation of the transport provided for HGC-SDWAN Service. HGC will begin billing for all associated HGC transport charges on the Original Provisioning Date.

(iv). If HGC receives Customer's written notice to cancel HGC-SDWAN Service prior to activation of service, Customer will pay HGC any applicable cancellation charges and the associated HGC transport charges from the Original Provisioning Date to the end of the committed service contract period. All related charges will be invoiced in a single bill.

6.3   HGC will provide Customer with a list of "Customer Site Preparation Requirements" to be completed by Customer before installation. If Customer requests HGC perform a site survey by phone or in person, HGC will charge Customer an additional installation charge HK Dollars 2000. HGC may employ third parties for the actual on-site installation. If Customer elects to use a transport provider other than the provider HGC recommends for the SDWAN CPE setup, Customer will pay any additional fee for related unsuccessful installation.

6.4   Customer shall provide correct details of installation address ("Installation Address") and all other information as requested by HGC within stipulated time of HGC, otherwise, such failure shall be considered as Customer requested services delay or cancellation and the above provisions shall apply. HGC shall not be liable for any loss or damage due to the delay in provision of HGC-SDWAN Service arising from any incorrect information provided by the Customer. HGC shall have the absolute discretion to determine whether the Installation Address is appropriate for provision of HGC-SDWAN Service and installation of the CPE.

7   CUSTOMER RESPONSIBILITIES

7.1   Preparation for Services. Customer will, at its own expense, ensure that each Customer site is prepared for the installation of the SDWAN CPE, including (i) having available hard wired power outlets, any desired battery backups and surge protectors, rack mounts, rack mounting brackets, wallboards for mounting equipment, (ii) providing all inside wiring and extending, if necessary, any wiring necessary to bring a circuit from the demarcation point to the SDWAN CPE being installed, and (iii) preparing any existing Customer equipment as necessary.

7.2   Maintenance Services. For the SDWAN CPE, Customer will, at its own expense, provide full access to the SDWAN CPE to enable HGC to provide Maintenance Services at the Customer's costs. If access is not available when required, Customer will pay HGC an onsite service charge HK Dollars 2000 for each visit, and Customer will arrange another time for HGC to provide Maintenance Services.

7.3   SDWAN CPE End of Life Migration. SDWAN CPE is included as part of the initial service deployment. However, as SDWAN technology evolves, Customer may need to upgrade SDWAN CPE and corresponding software, at Customer's expense, according to the SDWAN CPE manufacturer's support requirements. HGC will provide reasonable advance notice of any SDWAN CPE that will be discontinued, and will reasonably assist Customer in migrating to the same technology with a new SDWAN CPE model, or another supported technology. If the original SDWAN technology discontinues, HGC will no longer be obligated to maintain any related SDWAN CPE that has been come with the technology.

8   SUSPENSION

8.1   **Suspension**. HGC reserves the right to suspend or restrict Customer's access to the Services, by first providing to Customer a suspension notice if (i) Customer breaches this Agreement; (ii) Customer violates the AUP; (iii) Customer fails to pay any undisputed Fees when due; or (iv) as the result of any Excusing Event (collectively, "**Service Suspensions**"). HGC-SDWAN Service or the Service in question may be unavailable during a Service Suspension. HGC will use commercially reasonable efforts to provide notice to Customer on any Service Suspension and Service resumption. Without limitation of Section 12, HGC will have no liability for any damages, liabilities, or losses resulting from any Service Suspension.

9   TERM AND TERMINATION

9.1   **Term**. The term of this Agreement shall commence on the effective date of the SDWAN Offer Form (as set out in the first SDWAN Offer Form with the Customer) and continue indefinitely unless terminated in accordance with this Section 9 or the provisions contained in the AUP. The Initial or Minimum Term of each SDWAN Offer Form shall be as indicated therein and each SDWAN Offer Form shall automatically continue and renew in accordance with the SDWAN Offer Form unless either party notifies the other, in writing, not less than thirty (30) days prior to the end of any term that it has elected to terminate a SDWAN Offer Form, in which case such SDWAN Offer Form and the Service contained therein shall terminate at the end of the applicable term.

9.2   **Termination Upon Default**. Subject to Section 9.3, either party may terminate this Agreement or a SDWAN Offer Form in the event that the other party materially defaults in performing any obligation under this Agreement and such default continues unremedied for a period of ninety (90) days following written notice of default.

9.3   **Termination Upon Non-Payment**. In the event of non-payment by Customer of sums over-due by the due date, HGC has the right to immediately terminate (i) this Agreement; or (ii) the applicable SDWAN Offer Form without any further obligation or liability.

9.4   **Termination Upon Insolvency**. This Agreement or a SDWAN Offer Form shall terminate, effective upon delivery of written notice by a party (as specified in that notice), (i) upon the institution of insolvency, receivership or bankruptcy proceedings of the other party; (ii) upon any order of a court requiring the other party to pay any amount exceeding HK$50,000 for the settlement of debts; (iii) upon the making of an assignment for the benefit of creditors by the other party; or (iv) upon the dissolution of the other party.

9.5   **Effect of Termination**. Upon termination of this Agreement, all charges due under all SDWAN Offer Forms shall accelerate and become due and payable on the effective date of such termination. The provisions of the AUP and Sections 5.3, 10, 11, 12, 13, and 14 shall survive termination of this Agreement. All other rights and obligations of the parties shall cease upon termination of this Agreement other than any rights or obligations accrued prior to termination.

9.6   For the avoidance of doubt, the termination of a SDWAN Offer Form does not terminate this Agreement, nor all other SDWAN Offer Forms entered into hereunder. The termination of this Agreement terminates all SDWAN Offer Forms entered into hereunder.

10   DATA PROTECTION

10.1   Both Customer and HGC shall comply with the Personal Data Privacy Ordinance (Cap.486), as amended from time to time, and any applicable data protection legislation, regulations, codes of practices, or guidelines which may subsequently be introduced.

10.2   The Customer acknowledges and agrees that personal data may be processed as a result of Services being provided.

10.3   The Customer authorises the processing of personal data and agrees to notify Users about the processing for the purposes of this Agreement and/or in accordance with the Customer's instructions from time to time.

10.4   HGC may authorise a third party to process the personal data for the purposes of this Agreement.

11   CONFIDENTIALITY

11.1   Customer and HGC each agree and undertake that during the term of this Agreement and thereafter it will keep confidential and will not use for its own purposes or without the prior written consent of the other party disclose to any third party any and all information concerning the terms of this Agreement (or the business or affairs of the other party which may become known as a result of the performance of this Agreement) unless such information is in the public domain other than as a result of a breach of this Section 11, is reasonably necessary to enable the performance of the Services by any third party. This Section 11 shall not apply to disclosures to the Office of Communications Authority in Hong Kong and other government authorities or as required by law or regulations. Each party undertakes to the other to take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 11 by its employees, agents, contractors, sub-contractors and affiliated companies.

12   LIMITATION OF LIABILITIES

12.1   Subject to Section 12.5 below:

(a) HGC shall not be liable to Customer in the event that HGC is unable to perform an obligation or provide the Services to Customer because of any factor outside HGC's control (including without limitation denial of service attacks, strikes or labor disputes, acts of civil disobedience, acts of war, default or failure of a third party, governmental action, and other force majeure events), Internet access or related problems beyond the demarcation point of the Services, interruption of Services or HGC's refusal to provide Services pursuant to the provisions of this Agreement.

(b) All conditions, warranties and representations implied by law in relation to the provision of the Services by HGC are excluded unless otherwise specified in this Agreement. Without limitation to the foregoing, HGC shall not be liable to Customer for any failure, delay, malfunction or non-performance of the Services or any function, or any consequential or indirect loss or damage of the Customer, relating thereto directly or indirectly due to:

> (i) Customer's or third party services, hardware, or software;

> (ii) any of the information provided by Customer under or pursuant to this Agreement is found to be false or HGC has reasonable ground to believe that such information is false or inaccurate;

> (iii) Customer's failure to adhere to any required configurations, use supported Systems, or follow the AUP;

> (iv) Customer's failure to adopt HGC's guidelines or advice to a proper use / modification of a Service, such as incorrect software configuration;

> (v) Customer's or User's unauthorised action or inaction inclusive of Customer, Customer's employees, agents, contractors, vendors, or anyone gaining access to HGC's Service by means of Customer's passwords or equivalent;

> (vi) any failure of Services caused by Customer or User;

> (vii) any unpaid or suspended Service; or

> (viii) pre-release, beta or Trial Services (as determined by HGC).

(c) In no event will HGC, its employees, agents or sub-contractors be liable for any loss incurred by or any damage howsoever caused to Customer or any Person arising out of or in connection with this Agreement or any Services provided or omitted to be provided under this Agreement, whether in contract, tort or otherwise and, whether direct

or indirect, consequential or contingent, and whether foreseeable or not, including without limitation any financial loss or loss of business, profit, savings, revenue, data, goodwill or use of any equipment.

(d) Without limiting sub-sections (a), (b) and (c) above, HGC and other third party suppliers including without limitation any information provider shall not be under any liability whatsoever (whether in tort, contract or otherwise) to Customer or to any person for any cost, expense, loss, damage or compensation arising out of or in connection with any incorrect record, omission, transmission, communication, mixing or divulging of data or any loss or any destruction of data.

12.2   Any claim by Customer against HGC arising out of this Agreement must be notified in writing to HGC within one (1) month of the incident giving rise to such claim failing which Customer will be deemed to have waived Customer's rights in respect of such claim.

12.3   Nothing under this Section 12 shall limit or exclude HGC's liability which is not permitted to be limited or excluded under Hong Kong law.

12.4   HGC's employees, agents, contractors, sub-contractors, third party equipment and third party service providers and affiliated companies shall have the benefit of the rights, exclusions and limitations of the provisions in this Section 12 as if such provisions were expressly for their benefit. To the extent of this Section 12, HGC is entering into this Agreement not only on its own behalf, but also as agent and trustee for such employees, agents, contractors, sub-contractors, third party equipment and third party service providers and affiliated companies.

12.5   Notwithstanding anything else in this Agreement, HGC's liability for all claims arising out of this Agreement shall be limited to:

(a) with respect to all other liabilities:

(i) the total amount of charges paid by Customer under the applicable SDWAN Offer Form to HGC with respect to that Service's Initial or Minimum Term;

(ii) in the case of services, the supply of the services again; or

(iii) in the case of any other goods, the lowest of the cost of replacing the goods, acquiring equivalent goods or having the goods repaired, as HGC may determine at its absolute discretion.

The above remedies constitute the sole and exclusive remedies available to the Customer and the satisfaction of HGC's entire liability.

12.6   Customer's emails may be blocked, delayed or prevented from being delivered by destination email servers and other reasons outside of HGC's control. Customer's payment obligations continue regardless of whether delivery of your emails is prevented, delayed or blocked.

13 CUSTOMER WARRANTIES AND INDEMNITIES

13.1   Customer warrants at the date of this Agreement and throughout the term of this Agreement, that:

(a) it has the full right, power and authority to enter into and perform its obligations under this Agreement;

(b) it will not use the Services for any illegal, unlawful, immoral, or improper purpose;

(c) it owns or has obtained all the necessary consents and licences (including the right to sub-licence to HGC where appropriate) in respect of any intellectual property rights contained in each and every part of Customer Content, and that the use by HGC of Customer Content will not infringe any intellectual property or similar rights of any third party;

(d) everything contained in Customer Content will be accurate, complete and true and that Customer Content will not be illegal or unlawful anywhere in the world and will not breach any law or code affecting advertising anywhere in the world;

(e) nothing contained within Customer Content is obscene, offensive or defamatory against any person or would give rise to any claim (whether in contract, tort or otherwise) by any person;

(f) the use by HGC of Customer Content will not breach any law or regulation or infringe any rights of any third party;

(g) it is fully responsible for whether selected Services are suitable for the intended activities and achievements planned by itself. HGC refuses to take specific or comprehensive safeguards on matters which are not described in this Agreement or the applicable SDWAN Offer Form;

(h) it shall document and promptly report all errors or malfunctions of the Services to HGC;

(i) it is obliged to cooperate with HGC to help investigate any interruption of Service, security problems, and any other violation of this Agreement;

(j) it shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from HGC;

(k) it shall understand the necessary level of security and caution, including the storing and sharing of Customer Content with the Services. Moreover, it's required to comply with the legislation that governs the applicable Customer Content on the Services that are used, and will follow the AUP;

(l) it shall understand that maintaining copies of Customer Content is not part of Services. HGC thus is not responsible for any loss of Customer Content. It shall backup copies of Customer Content outside the HGC servers;

(m) it shall properly train its personnel in the use and application of the Services;

(n) it shall supply to HGC its correct and complete information (including without limitation name, address, telephone number, or business registration certificate number as may be required) and notify HGC of any change or alteration to that information in writing as soon as practicable;

(o) it will not reproduce, download, frame, mirror, display, or create derivative works of or otherwise modify any Services;

(p) it will not decompile, disassemble, or otherwise reverse engineer any Services;

(q) it will not access or use any Services in order to build any competing product or service;

(r) it will not remove, obscure or alter any trademarks, brand names, or other proprietary notices appearing on or contained within any Services; and

(s) it will not licence, sub-licence, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise make available any Services to any third party, or use any Services on a service bureau basis or otherwise to provide services to any third party.

13.2   Customer shall indemnify and keep HGC and its agents, contractors, sub-contractors, third party equipment and third party service providers or/and affiliated companies indemnified against any action, liability, cost, claim (including any third party claims), loss, damage, proceeding, expense (including legal costs on solicitor and own Customer basis) suffered or incurred by HGC or its agents, contractors, sub-contractors, third party equipment and third party service providers or affiliated companies anywhere in the world in any way arising from:

(a) any breach by Customer of any of its obligations, representations or warranties under this Agreement or the AUP;

(b) the provision of the Services to Customer except to the extent of loss arising directly from HGC's intentional default or gross negligence;

(c) Customer Content, including any third party claiming any interest in Customer Content, any claims arising from any act alleged to be illegal, claims for defamation, infringement of intellectual property rights, damage to cloud infrastructures and respective data, loss of data or distribution of obscene or offensive material.

14 MISCELLANEOUS

14.1   **No Agency**. Nothing contained in this Agreement shall be construed as constituting or evidencing any partnership, agency or contract of employment between the parties.

14.2   **Notices**. Any notice or other communication to be given under this Agreement shall be in writing and shall be served by leaving it or sending it by facsimile or prepaid post to the addresses of the parties specified in this Agreement or as are notified by either party to the other from time to time. Any notice or communication given under

this Agreement shall be deemed to be served/ received by the other party within forty-eight (48) hours of posting, or immediately upon faxing if the transmission report indicates that the fax transmission was successful.

Notices to HGC should be addressed as follows:

HGC Global Communications Limited, 17th Floor, Hutchison Telecom Tower, 99 Cheung Fai Road, Tsing Yi, Hong Kong
Fax: +852 2128 3388
Attention: Chief Executive Officer

Notices to Customer should be addressed to Customer's Name and Address as listed in aforementioned SDWAN Offer Form.

14.3   **Assignment**. HGC may assign or transfer this Agreement or all of its rights and/or obligations hereunder. Customer shall not assign, transfer, charge or sub-licence all or part of Customer's rights or obligations under this Agreement without HGC's prior written consent.

14.4   **Governing Law**. This Agreement is subject to the laws of Hong Kong and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14.5   **Governing Language**. This Agreement is available in an English version and may be available in a Chinese version. The English version is the governing version and shall prevail whenever there is any discrepancy or inconsistency between the English version and any Chinese version.

14.6   **Entire Agreement**. This Agreement is the complete and exclusive statement of the agreement between Customer and HGC, and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between Customer and HGC. Any variations or additions to this Agreement are only valid if confirmed in writing by an officer authorised by HGC. HGC may amend these terms and conditions from time to time in accordance with its licence, such amendments to take effect immediately upon compliance with such Licence or at such later date as specified in any such amendment. Continued use of the Services constitutes Customer's acceptance of such amendments.

14.7   **Waiver**.

14.7.1   The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of such terms and conditions or of the right of such party at any time subsequently to enforce all terms and conditions of this Agreement.

14.7.2   The terms and conditions of this Agreement are subject to the terms and conditions of HGC's published tariff (if any) for the Services from time to time. However, HGC may, in its absolute discretion waive any provisions of the tariff which are inconsistent with any term or condition of this Agreement to the extent of the inconsistency.

14.8   **Severance**. Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This shall not affect the validity or enforceability of that term or condition in any other jurisdiction. All other terms and conditions shall remain in full force and effect.

14.9   **Rights**. All rights granted to either party shall be cumulative and not exhaustive of any rights and remedies provided by law, and no exercise or partial exercise by either party of any right under this Agreement shall restrict or prejudice any further or other exercise thereof or the exercise of any other right granted by this Agreement or otherwise available to it.

14.10   **Non-Solicitation**. During the term of this Agreement and for a period of one (1) year thereafter, Customer shall not directly solicit, nor directly attempt to solicit the services of any employee or sub-contractor of HGC, without the prior written consent of HGC.

14.11   **Substitution**. HGC, may substitute, change or modify the hardware and software at any time, but shall not thereby alter the technical parameters of the Services. In the event of any infringement or any threatened infringement of third party rights relating to any hardware and software, HGC may at its option remove such hardware and software in such event the remaining payment obligations with respect to Customer's use of such hardware or software shall be terminated.

14.12   **Staffing**. HGC shall be solely responsible for staffing decisions with respect to its personnel and the provision of any Services and shall have the right to remove or replace any of its personnel assigned to perform Services.

14.13   **Compliance.**

(a)   Sanction. The Customer represents and warrants that it is not now and has never been and will not be listed or named as, nor has it ever acted directly or indirectly for or on behalf or any person, group or entity or nation named in any Executive Order or by the United States Treasury Department or any other state or federal agency as a terrorist, or a "Special Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control ("OFAC") or any other governmental agency.

(b)   Anti-bribery. The Customer agrees to comply with the United States Foreign Corrupt Practices Act and any other applicable anti-bribery or anti-corruption laws. The Customer represents and warrants that neither the Customer, nor any Customer affiliate, director, officer, agent, employee, or other person acting for or on behalf of the foregoing (individually and collectively for purposes of this provision, a "Customer Affiliate") have violated the United States Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-corruption laws, nor has any Customer Affiliate offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, to any officer, employee or any other person acting in an official capacity for any Government Entity, as defined below, to any political party or official thereof or to any candidate for political office (individually and collectively, a "Government Official") or to any person under circumstances where such Customer Affiliate knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, for the purpose of: (1) influencing any act or decision of such Government Official in his official capacity, (2) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (3) securing any improper advantage, (4) inducing such Government Official to influence or affect any act or decision of any Government Entity, or (5) assisting Customer or its subsidiary in obtaining or retaining business for or with, or directing business to, Customer or its subsidiary. "Government Entity" as used in the previous paragraph means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, or a public international organization.

(c)   Any breach of this clause is considered to be a material breach incapable of remedy on part of the Party in breach.

B. ACCEPTABLE USE POLICY

1   PURPOSE

1.1   This Acceptable Use Policy (this "Policy") provided by HGC governs any use of the Services. This Policy describes important responsibilities, unacceptable practices, and limitations and restrictions on the use of the Services. HGC may suspend or terminate the Services for any violation of this Policy.

1.2   This Policy is intended to support secure and reliable use of the Services for Customer and any User. Customer agrees to comply with this Policy in connection with the use of the Services. Customer further agrees not to authorize, encourage, promote, facilitate or instruct others to violate this Policy.

1.3   This Policy applies to all Users of the Services, including Users of applications and services that are made available by HGC and/or by Customer. If Customer enables or permits any User to access the Services, whether directly or indirectly, Customer agrees to ensure that such User have comprehensive knowledge of and comply with this Policy. Customer is responsible and liable for any acts and omissions of such Users.

2   SECURITY

2.1   Customer agrees to keep the User log-ins and passwords that are used to access the Services ("User Credentials") confidential and stored securely so that unauthorised persons do not have access to the Services.

2.2   Customer is responsible and liable for all interaction with the Services that occurs in connection with User Credentials issued by HGC to Customer.

2.3   Customer agrees to use industry-standard, up to date anti-virus software at all times when accessing or using the Services, and that the Customer will not store or transmit any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is harmful or invasive or that may, or is intended to, damage or hijack the operation of, or monitor the use of, any hardware, software or equipment.

2.4   Customer must remove or quarantine any Customer Content that is corrupted with malicious code or harmful to the Services immediately upon discovery.

2.5   Customer agrees to comply with best business practices for security measures.

3   ABUSE, UNLAWFUL AND OTHER PROHIBITED ACTIVITIES

3.1   Customer agrees not to use the Services to participate, encourage or promote illegal, abusive, fraudulent activities or to demonstrate irresponsible behaviour including without limitation:

(a) unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of HGC;

(b) unauthorised monitoring data or traffic on any network or system without the express authorization of HGC;

(c) any activities or conduct that interference with the Services to any user, host or network including without limitation mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

(d) any activities or conduct that is likely to be in breach of any applicable laws, codes or regulations behaviour including without limitation child pornography, gambling or piracy;

(e) any activities or conduct that lead to denial-of-service attack ("DoS attack") to the servers or networks of HGC or its agents, contractors, sub-contractors, third party equipment and third party service providers or affiliated companies;

(f) any activities or conduct that probe, scan, penetrate or test the vulnerability of the servers or networks of HGC or its agents, contractors, sub-contractors, third party equipment and third party service providers or affiliated companies or breach HGC's security or authentication measures, whether by passive or intrusive techniques, without HGC's express written consent;

(g) infringement or violation of copyrights, software licences, trademark rights or other intellectual property law;

(h) any activities or conduct that deny others access to a Service;

(i) impersonation of anyone (including any representative of HGC), to falsely state or otherwise misrepresent Customer's affiliation with any person or entity, to conduct "phishing" or similar activities or to commit identity theft;

(j) invading anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent;

(k) transmission of any materials that would give rise to criminal or civil liability, that encourage conduct that constitutes a criminal offense, or that encourage or provide instructional information about unlawful activities or activities such as hacking, cracking or phreaking;

(l) use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;

(m) use of the Services to operate open proxies, open mail relays, web crawlers, daemons (such as Internet Relay Chat daemon), BitTorrent or similar peer-to-peer applications, game server applications, video streaming programs and other similar services; and

(n) use the Services to operate a pyramid or Ponzi scheme.

4   E-MAIL USAGE AND SPAM

4.1   Customer agrees not to use the Services to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements.

4.2   Customer agrees all e-mail or messages that distribute, publish, send from the Services must comply with all applicable laws, rules, regulations, and industry codes, such as Unsolicited Electronic Messages Ordinance (UEMO, Cap. 593 of laws of Hong Kong) and Unsolicited Electronic Messages Regulation (UEMR, Cap. 593A of laws of Hong Kong). HGC is not the "sender" as defined in the UEMO.

4.3   Customer agrees to use the Services to send notification e-mails or messages only to parties who have agreed to receive such notification from Customer.

4.4   Customer agrees not to collect replies to e-mail or messages sent from another Internet service provider if those e-mail or messages violate this Policy.

4.5   Customer agrees not to host any device or service that allows e-mail to be sent between third parties not under Customer's authority or control.

4.6   Customer agrees not to use the Services in connection with an open mail relay, including, without limitation, an open mail relay in the form of an SMTP server, unrestricted web form, or otherwise.

5   INTELLECTUAL PROPERTY

5.1   Customer agrees not to use the Services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information of any third party.

5.2   Customer agrees to ascertain all materials are not subject to any third-party Rights or have obtained the applicable Rights holders' express written permission before using, distributing, transmitting, performing, displaying, modifying, reproducing, uploading or downloading those material through the Services.

5.3   HGC reserves the right to remove or block access to any material uploaded, hosted or stored ,distributed, transmitted by Customer if HGC suspects on reasonable grounds that it does or can infringe, misappropriate or violate any HGC or third-party Rights.

6 OFFENSIVE CONTENT

6.1   Customer agrees not to use the Services to store, publish, copy, archive, process, display or transmit any content or links to content that HGC reasonably believes that:

(a) contains, constitutes or encourages child pornography, bestiality, non-consensual sex acts, or is otherwise morally repugnant;

(b) contains, incites or encourages violence, threatens violence, or contains harassing content or hate speech;

(c) is defamatory or violates a person's privacy or any right of publicity;

(d) creates safety or health hazards in the lives of individuals;

(e) violates or improperly exposes trade secrets or other confidential information owned by others or infringes a third party's intellectual property right;

(f) contains, or encourages or incites hatred or discrimination or adversely affect the equal opportunities, including but not limited to by way of sex, race, or age, colour, nationality, national origin, ethnicity;

(g) involves theft, fraud, drug-trafficking, illegal gambling, money laundering, arms-trafficking, the proliferation of weapons of mass destruction, or terrorism;

(h) denounces political or religious beliefs;

(i) is illegal, solicits or is likely to encourage conduct that is illegal under laws applicable to Customer or HGC; or

(j) constitutes unfair competition.

6.2   HGC takes no responsibility for any material created or accessible on or through the Services.

7 COOPERATION WITH AUTHORITIES

7.1   HGC reserves the right to conduct investigations into fraud, violations of this Agreement or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of Customer that HGC deems responsible for the wrongdoing.

8 VIOLATION OF THIS POLICY

8.1   If HGC has reasonable grounds to believe that Customer or a User breaches or violates this Policy, HGC may suspend or terminate the Services and block any traffic immediately without prior notice.

8.2   Customer agrees that it will immediately notify HGC and take all necessary actions at its disposal to prevent activities in breach of this Policy from continuing or happening again once it becomes aware of the activities.

8.3   Customer shall defend, indemnify, hold harmless HGC from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person arising out of Customer's use of the Services, including without limitation:

(a) investigate or otherwise respond to any suspected violation of this Policy;

(b) remedy any harm caused to HGC or any of HGC's Customers;

(c) respond to complaints; and

(d) have HGC's IP Addresses removed from any "blacklist".

8.4   No service credit or compensation will be provided for any interruptions of the Services under this Agreement, the applicable SDWAN Offer Form and Service Level Agreement resulting from violation of this Policy.

C. CPE AND SOFTWARE LICENCE

You are required to read the Product License Agreement / EULA and Warranty Terms of the third party vendor (https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf) and comply with all requirements therein before downloading, installing and/or using of the CPE and the Software.

BY DOWNLOADING, INSTALLING, USING THE SOFTWARE OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED THEREIN, YOU (AS CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) CONSENT TO BE BOUND BY THE TERMS CONTAINED THEREIN. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED THEREIN, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE THE CPE AND SOFTWARE, AND (B) YOU MAY CONTACT FORTINET REGARDING THE TERMS.