



**Terms and Conditions for Software Defined Wide Area Network (“SDWAN”) and Value-Added Service (“VAS”):**

1. Estimated service delivery lead-time: 4 – 6 weeks upon receipt of the order confirmation from Customer (which shall be subject to the availability of device/equipment required for the service).
2. Customer agrees to subscribe for the services referred herein during the Fixed Contract Period as set out and effect the same as from the Committed Action Date or any other date as mutually agreed between Customer and HGC. Customer acknowledges and agrees that the availability and Committed Action Date of the services shall be subject to the final confirmation by HGC, and which confirmation may be affected by and subject to HGC’s sole discretion. Customer acknowledges and agrees that notwithstanding the final confirmation by HGC as aforesaid, the installation services for effecting the services, the provision of the services and the quality of the services provided by HGC shall also be subject to and conditional upon the circumstantial factors of the installation site and/or the environment and condition of where the services are to be effected and used. Customer further acknowledges and agrees that HGC shall at its sole and absolute discretion accept, reject, cancel, withdraw and/or vary any part of the subscription of the services or otherwise by Customer or the provision of the services to Customer without incurring any liability therefrom.
3. Installation work will be arranged within office hours (Monday to Friday: 09:00-17:00; except Saturday, Sunday and public holidays). Overtime charge will be required for installation work to be carried out during non-office hours. For Customer’s default in respect of the installation work, please refer to Clause 6.2 of the Special Terms and Conditions for HGC SDWAN Services. Customer must give HGC one month’s prior written notice for termination of the Services. In the event of such termination or where HGC terminates the Services due to Customer’s default during the Fixed Contract Period, Customer agrees to pay to HGC an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period.
4. Customer shall give at least 5 working days’ advance notice to HGC for any change of the service request date. HGC is entitled to charge Customer an administration fee of HK\$2000 for each re-scheduling of service request date. Estimated rescheduled service delivery lead time: 5 working days upon receipt of rescheduling request.
5. The Monthly Recurrent Charge and Non-Recurrent Charge (if applicable) only cover Standard SOW set out in the relevant customer proposal provided by HGC and agreed by the Customer and other VAS set out herein, Customer shall be liable to pay any extra charge that may be incurred for any installation work which is outside the scope of Standard SOW that is not planned or beyond normal provision of the services. The extra charge is subject to the cost, complexity, effort involved and the availability of resources.
6. Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of SDWAN and/or VAS, such contract(s) will be automatically continued and renewed on a monthly basis upon the same terms and conditions as set out herein (except that the monthly fee will be charged at the prevailing rate as shall be determined by HGC from time to time or at the standard monthly service fee as set out in this agreement (whichever is the higher)) unless and until terminated either by HGC or by Customer.
7. Termination of SDWAN will automatically lead to termination of any VAS subscribed for.
8. Invoices will be sent to Customer's designated e-mail address. Customer may login through the HGC e-Bill portal to view the invoices issued to Customer. If Customer requests for a postal invoice, a service fee of \$30 or of any other amount as shall be determined by HGC from time to time (whichever is higher) will be charged for every copy of postal invoice.



Monthly service fee will be billed a) in advance for recurrent and b) in arrears for non-recurrent or usage-based charges. Detailed payment instructions will be shown in the invoice.

9. Device/Equipment provided by HGC must be returned in its original form and condition upon service termination. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the equipment in any manner. In the event that Customer fails to return the device/equipment within the stipulated time of HGC or there is any loss or damage to the device/equipment, device/equipment cost for the corresponding device/equipment shown in below will apply.

Device/Equipment model	Cost of Device/Equipment
40F	HK\$4,000
60F	HK\$6,000
100F	HK\$20,000
401F	HK\$80,000
HCE2000-680	HK\$50,000
HCE2000-1020	HK\$160,000
HCE2000-1060	HK\$200,000

10. For device/equipment on lease basis (if applicable), i) HGC reserves the right to demand for the return of the device/equipment as specified above immediately if any non-payment of all or part of the service fees or early termination charges above. ii) The device/equipment is leased to Customer during the Fixed Contract Period and renewal period, if any. iii) The title and ownership of the device/equipment will remain with HGC. Nevertheless, the Customer shall be responsible for the repair or replacement costs and expenses incurred or suffered by HGC due to the loss or damage of the device/equipment (fair wear and tear excepted). Upon Customer's request, a separate quotation for repair or replacement costs and expenses will be provided which will be subject to the service availability and subsequent agreement in writing signed by HGC and Customer.
11. For device/equipment buy-out basis (if applicable), the title and ownership of the device/equipment shall transfer to Customer upon the payments for the relevant fees in full and the Customer shall be responsible for the repair or replacement costs and expenses.
12. Customer should provide and maintain a suitable environment to the device/equipment. Risks of the device/equipment shall pass upon delivery to the Customer. Customer shall take appropriate efforts to ensure that the device/equipment in its possession will be secured and protected against potential loss and damage.
13. Under no circumstances shall HGC, its employees, agents or sub-contractors be liable for any losses or damages to Customer arising from directly or indirectly out of the use of the device/equipment and the service provided, any suspension, damage or malfunction of the device/equipment and the services for whatever reason.
14. The device/equipment may be provided by a third party vendor. Customer acknowledges and accepts that use of the device/equipment will also be governed by the applicable end-users' license agreement, the terms and conditions issued by HGC and/or the vendor of the device/equipment which may be subject to change from time to time without prior notice.
15. All software products including but not limited to the operating systems embedded in hardware equipment are licensed for use but not sold to the Customer. All software and related intellectual property rights shall remain the property of HGC and/or its respective licensor(s) or owners. HGC may use third party software products and services to provide better service. HGC does not guarantee and is not responsible for the operational standard of third party software products and services that are not explicitly included in this offer will meet Customer's expectation.



16. HGC makes no warranties, express or implied, as to the device/equipment and shall not be liable to Customer or any third parties for any failure, malfunction or non-performance of the same or otherwise in relation to the use of the same. HGC specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights of the device/equipment.
17. Customer is solely responsible for the security, protection and backup of its own data when using the services. The services do not provide backup service to any of the data of Customer. HGC will not be liable for any loss or damage to any software and/or hardware installed in Customer's computer or other device/equipment nor be liable to customer or any third party for any direct or indirect loss or damage and all relevant claims arising from customer's use of the services.
18. Separate set of terms and conditions applies to any VAS subscribed for.
19. All quoted pricing, discount, and provisioning details in this offer should be treated as strictly confidential and apply only within the validity period. All such information should strictly be used by the recipient for the purpose of order evaluation and should not be disclosed to any third party except with the explicit written permission of HGC. HGC reserves the right to amend pricing, discount, provisioning detail etc. in this transaction by serving notice to the recipient before order is placed to us according to the terms and conditions stated in this agreement.
20. This offer supersedes all understandings or prior agreements, whether oral or written, between Customer and HGC in relation to the service specified in this offer.
21. This offer is subject to HGC's final notice. HGC reserves the right to change the terms and conditions of this offer at any time without prior notice and shall have final decision in case of any dispute. For details, please contact our account manager for enquiry and refer to the offer.
22. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers / licensors engaged by HGC to the Customer under this offer shall be limited to (a) the total amount of service fee which HGC received from Customer during the six months' period preceding the event or circumstances giving rise to such liability; or (b) the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period counting from the event or circumstances giving rise to such liability, whichever is lower.
23. This offer is subject to HGC's General and Special Terms and Conditions, and Special Terms and Conditions for HGC SDWAN Services (collectively, "Terms and Conditions") which can be found on our website [www.hgcbiz.com/en/terms-and-conditions](http://www.hgcbiz.com/en/terms-and-conditions) and the customer proposal provided by HGC and agreed by the Customer. If there is any conflict between the terms and conditions specified in this offer, General and Special Terms and Conditions for Business Services, and Special Terms and Conditions for HGC SDWAN Services, the following order of precedence will apply:
  - (i) this offer;
  - (ii) Special Terms and Conditions for HGC SDWAN Services;
  - (iii) the customer proposal provided by HGC and agreed by the Customer; and
  - (iv) General and Special Terms and Conditions for Business Services.