

1. Definitions

All capitalised terms used in this document shall have the meaning ascribed in HKBNES’s General Terms and Conditions of Service unless the context requires otherwise or defined below:

“**Customer Content**” means software (including machine images), data, text, audio, video, content, materials or data that Customer uses, installs, uploads or hosts using the Services (but does not include the materials provided by HKBNES);

“**End Customer Account Model**” refers to a Customer who has separate subscription directly with Microsoft for acquiring Microsoft Azure Services;

“**Microsoft**” means Microsoft Corporation and its affiliates; “**Microsoft Azure Services**” or “**Azure Services**” means one or more of the Microsoft services and features identified at <http://azure.microsoft.com/support/legal/sla/> except where identified as licensed separately;

“**Service(s)**” means the services provided by HKBNES to the Customer as set out in the Application in relation to Microsoft Azure Services;

“**Solution Provider Account Model**” refers to a Customer who has subscription with HKBNES for acquiring the access to and use of Microsoft Azure Services; and

“**User(s)**” means those employees, contractors, and end users, as applicable, authorised by Customer to use the Services.

2. Microsoft Azure Services

2.1 For End Customer Account Model, the following provisions apply:

- (a) Customer acknowledges that it is subscribing to Microsoft Azure Services directly from Microsoft and that the agreement by and between Microsoft and Customer governs access to and use of the Microsoft Azure Services under Customer’s Microsoft Azure Services accounts, except for fees, payment, pricing, and tax terms for use of the Microsoft Azure Services, which are superseded by such terms set forth in HKBNES’s agreement with Customer.
- (b) Nothing in the Contract prevents Microsoft and HKBNES from exercising their rights and performing their obligations under HKBNES’s agreement with Microsoft. HKBNES will not prevent Microsoft and Customer from exercising their rights and performing their obligations under the agreement by and between Microsoft and Customer governing access to and use of the Microsoft Azure Services.
- (c) Customer shall review the information available at <https://azure.microsoft.com/en-us/support/legal/> (and any successor or related locations designated by Microsoft), as may be updated by Microsoft from time to time.
- (d) HKBNES acknowledges that Microsoft has the right to (i) directly communicate and interact with the Customer without HKBNES’s participation, and (ii) terminate the Customer’s ability to access and use the Microsoft Azure Services in accordance with the terms of the agreement by and between Microsoft and Customer.

2.2 For Solution Provider Account Model, the following provisions apply:

- (a) HKBNES is permitted to provide the Customer with access to and use of Microsoft Azure Services via HKBNES’s Microsoft Azure Services accounts solely in accordance with the Microsoft Azure Services Agreement and Terms and as end users under HKBNES’s agreement with Microsoft.

- (b) Customer shall not sell, transfer or sublicense the Microsoft Azure Services account credentials to any other party, except any agents or subcontractors performing work on its behalf;
- (c) Nothing in the Contract prevents Microsoft and HKBNES from exercising their rights and performing their obligations under HKBNES’s agreement with Microsoft.
- (d) Customer consents for HKBNES to disclose information of the Customer to Microsoft to allow Microsoft to collect, process and use such information for the purposes of the provision of access to and use of Microsoft Azure Services to Customer.

2.3 HKBNES is not responsible for any outages or non-availability of Microsoft Azure Services due to Microsoft or any other third party.

2.4 Customer authorises HKBNES to manage Customer’s Microsoft Azure Services account and undertake action on Customer’s behalf as reasonably necessary in order for HKBNES to provide the Services to Customer. In no event shall HKBNES be liable to Customer or any other person or party, as a result of any action that HKBNES performs on Customer’s behalf.

3. Provision of Services

3.1 HKBNES will provide the Services to Customer subject to the Contract and these special terms and conditions. Customer and its Users shall comply with the Contract including these special terms and conditions. For clarity a breach of any provisions in these special terms and conditions will entitle HKBNES to take such action as it sees fit including restricting, suspending or terminating the Services to Customer with or without notice.

3.2 Customer may specify the Microsoft Azure Services regions in which Customer Content will be transferred into and/or stored for the Microsoft Azure Services. HKBNES will not access or use Customer Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body.

3.3 HKBNES will not move Customer Content from the Microsoft Azure Services without notifying Customer, unless required to comply with the law or requests of Microsoft or governmental authorities.

3.4 Support service does not include any problems arising from:

- (a) modification, alteration or addition or attempted modification, alteration or addition of the Services undertaken by persons not authorized by HKBNES; or
- (b) Customer Content or hardware supplied by Customer. For clarity, HKBNES provides support service only to Customer’s administrative or technical contacts listed on Customer’s account and will not provide support directly to Users or other third party.

3.5 Customer is responsible for all activities that occur under Customer’s Microsoft Azure Services account, regardless of whether the activities are undertaken by Customer, Customer’s employees or a third party (including Customer’s contractors or agents).

3.6 Customer is solely responsible for the security of the Microsoft Azure Services account. Customer must keep its Microsoft Azure Services account information and passwords secure. Except to the extent caused by HKBNES’s breach of the Contract, HKBNES expressly disclaims any responsibility or

**HKBN ENTERPRISE SOLUTIONS HK LIMITED (“HKBNES”)
Special Terms and Conditions for Microsoft Azure Enablement Services**

liability for any unauthorized use of or access to Customer’s Microsoft Azure Services account.

- 3.7 HKBNES may install third party software (for example, from Microsoft Azure Services marketplace) as part of the Service. Where such activity requires the acceptance of an End User License Agreement (or similar terms), Customer hereby authorises HKBNES to accept such terms on Customer’s behalf, agree to be bound by and adhere to such terms, and acknowledge that Customer, and not HKBNES is bound by such terms.
- 3.8 Customer shall ensure that it has the rights to use the Customer Content.
- 3.9 Customer is solely responsible for the development, content, operation, maintenance and use of Customer Content. HKBNES does not provide any backup of Customer Content. HKBNES makes no guarantees that the Microsoft Azure Services environment will fully support the Customer Content.
- 3.10 HKBNES may suspend and/or terminate Service, (i) if required to do so by law; (ii) if Microsoft suspends and/or terminates the related Microsoft Azure Services for whatever reason; (iii) if Customer violates any provision of the Microsoft Azure Services Customer Agreement or Microsoft Azure Services Reseller Customer License Terms or any other agreement incorporated with respect to the Microsoft Azure Services; (iv) if Customer’s use of Microsoft Azure Services or the Service (A) poses a security risk, (B) may adversely impact Microsoft or any third party, (C) may subject HKBNES to liability, or (D) may be fraudulent.

4. Indemnity

Customer shall indemnify HKBNES and its agents, contractors, sub-contractors, third party equipment vendors and third party service providers or/and affiliates (“the

Indemnified”) against any actions or claims (including third party claims), loss, damage, expense (including legal costs on solicitor and client basis) suffered or incurred by any of the Indemnified due to:

- (a) any breach by Customer or User of any terms under the Contract including these special terms and conditions;
- (b) the provision of the Services to Customer except to the extent such loss is due to HKBNES’s intentional default or gross negligence;
- (c) Customer Content, including any third party claiming any interests in Customer Content, any claims arising from any alleged illegal act, 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; and
- (d) any software virus introduced by Customer or User.

5. Consequences of Termination

Within two (2) weeks of termination of the Service, HKBNES will transfer control of Customer’s Microsoft Azure Services account to Customer. HKBNES will remove all non-customer Microsoft Azure Services Identity Access Management (IAM) accounts, groups, roles, and federation prior to transfer of account ownership. Microsoft Azure Services root account credential transfer will occur via an encrypted data transfer. HKBNES is not responsible for any breaches as a result of the transfer. Billing will be reconciled following termination due to Microsoft Azure Services billing usage in arrears. Customer is liable for any outstanding balance and must pay this balance on demand by HKBNES. Customer is advised to change the password of the Microsoft Azure Services root account and amend the Microsoft Azure Services IAM credential, and HKBNES shall not be liable for any loss or damage suffered by Customer as a result of Customer’s failure to so change the password or credential.

END

Confirmed acceptance by the Customer
<p>_____</p> <p>Authorized Signature & Company Chop</p> <p>_____</p> <p>Name and Title</p> <p>_____</p> <p>Date</p>