

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:

“**Contract**”, in relation to HKBN Enterprise Solutions Limited, means “Agreement” as such term is defined in its General Terms and Conditions;

“**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 Cloud Vendor for acquiring Cloud Services;

“**Cloud Services**” means the cloud based services and products offered by the Cloud Vendor;

“**Cloud Vendor**” means the respective vendor of Cloud Services;

“**HKBNES**” means either (i) HKBN Enterprise Solutions Limited; (ii) HKBN Enterprise Solutions HK Limited; (iii) HKBN Enterprise Solutions Cloud Services Limited; or (iv) HKBN JOS Limited, as set out in the Contract and includes their successors, transferees or assignees.

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

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

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

2. Cloud Services

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

- (a) Customer acknowledges that it is subscribing to Cloud Services directly from Cloud Vendor and that the agreement by and between Cloud Vendor and Customer governs access to and use of the Cloud Services under Customer's Cloud Services accounts, except for fees, payment, pricing, and tax terms for use of the Cloud Services, which are superseded by such terms set forth in HKBNES's agreement with Customer.
- (b) Nothing in the Contract prevents Cloud Vendor and HKBNES from exercising their rights and performing their obligations under HKBNES's agreement with Cloud Vendor. HKBNES will not prevent Cloud Vendor and Customer from exercising their rights and performing their obligations under the agreement by and between Cloud Vendor and Customer governing access to and use of the Cloud Services.
- (c) Customer shall review such information as may stipulated by Cloud Vendor in respect of use of the Cloud Services;
- (d) HKBNES acknowledges that Cloud Vendor 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 Cloud Services in accordance with the terms of the agreement by and between Cloud Vendor 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 Cloud Services via HKBNES's Cloud Services accounts solely in accordance with the Cloud Vendor's terms of use in respect of the Cloud Services and as end users under HKBNES's agreement with Cloud Vendor.
- (b) Customer shall not sell, transfer or sublicense the Cloud Services account credentials to any other party, except any agents or subcontractors performing work on its behalf;
- (c) Nothing in the Contract prevents Cloud Vendor and HKBNES from exercising their rights and performing their obligations under HKBNES's agreement with Cloud Vendor.
- (d) Customer consents for HKBNES to disclose information of the Customer to Cloud Vendor to allow Cloud Vendor to collect, process and use such information for the purposes of the provision of access to and use of Cloud Services to Customer.

2.3 HKBNES is not responsible for any outages or non-availability of Cloud Services due to Cloud Vendor or any other third party. HKBNES shall not be liable for losses and/or claims in connection with or arising from any such outages or non-availability of Cloud Services due to Cloud Vendor or any other third party.

2.4 Customer authorises HKBNES to manage Customer's Cloud 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 regions in which Customer Content will be transferred into and/or stored for the Cloud 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 Cloud Services without notifying Customer, unless required to comply with the law or requests of Cloud Vendor 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 Cloud Services account, regardless of whether the

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Special Terms and Conditions for Cloud Enablement Services

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 Cloud Services account. Customer must keep its Cloud Services account information and passwords secure. Except to the extent caused by HKBNES’ breach of the Contract, HKBNES expressly disclaims any responsibility or liability for any unauthorized use of or access to Customer’s Cloud Services account.
- 3.7 HKBNES may install third party software (for example, from Cloud Vendor 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 Cloud 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 Cloud Vendor suspends and/or terminates the related Cloud Vendor Services for whatever reason; (iii) if Customer violates any provision of the relevant agreement or terms and conditions or any other agreement incorporated with respect to the Cloud Services; (iv) if Customer’s use of Cloud Services or the Service (A) poses a security risk, (B) may adversely impact Cloud Vendor 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

Except as otherwise stated, within two (2) weeks of termination of the Service, HKBNES will transfer control of Customer’s Cloud Services account to Customer. HKBNES will remove all non-customer Cloud Services Identity Access Management (IAM) accounts, groups, roles, and federation prior to transfer of account ownership. Cloud 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 Cloud 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 Cloud Services root account and amend the Cloud 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.

6. Annexes

The following additional terms shall apply as applicable as set out in the respective annex:

- Annex A: Additional terms for AWS Cloud Services
- Annex B: Additional terms for Microsoft Azure Cloud Services
- Annex C: Additional terms for Alibaba Cloud Services
- Annex D: Additional terms for Google Cloud Services

END

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

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Special Terms and Conditions for Cloud Enablement Services

ANNEX A: Additional terms for AWS Cloud Services

The following additional terms shall apply to use of the Cloud Services of Amazon Web Services, Inc. and its affiliates (“AWS”):

- For End Customer Account Model, Customer shall review the information available at <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.
- Customer may terminate the Service by providing to HKBNES at least one (1) month prior written notice, with effect on or after the expiry of the applicable minimum subscription period.
 - AWS root account information and Customer Content remains the right and property of the Customer, subject to the terms of the AWS Customer Agreement. Within two (2) weeks of HKBNES’ receipt of notice of termination of the Service, HKBNES will transfer control of Customer’s AWS Cloud Service account to Customer. HKBNES will remove all non-customer AWS Identity Access Management (IAM) accounts, groups, roles, and federation from HKBNES’ systems prior to transfer of account ownership. HKBNES will transfer the AWS root account credentials to Customer transfer via an encrypted data transfer in such format and method as notified to or agreed with the Customer. HKBNES is not responsible for any breaches as a result of the transfer. Management of Customer Content on AWS Cloud Service, including copying, backup and removal, remains the responsibility of the Customer at all times.
 - Billing will be reconciled following termination due to AWS 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 AWS root account and amend the AWS IAM credential upon receiving such, 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.
- Customer agrees that AWS may collect, process and use any personal data transferred to AWS by HKBNES for purposes of the agreement between AWS and HKBNES, the business relationship between AWS and HKBNES, or marketing and providing Cloud Services to Customer and HKBNES.

ANNEX B: Additional terms for Microsoft Azure Cloud Services

The following additional terms shall apply to use of the Cloud Services of Microsoft Corporation and its affiliates (“Microsoft”):

- The Cloud Services of Microsoft (“Microsoft Azure Services” or “Azure Services”) mean one or more of the Microsoft services and features identified at <https://azure.microsoft.com/support/legal/sla/> except where identified as licensed separately.
- 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.
- Customer must accept an agreement between Customer and Microsoft that is used to grant rights to Microsoft Azure Services to Customer and the associated Microsoft license terms that govern Customer’s use of Microsoft Azure Services, prior to ordering Microsoft Azure Services from HKBNES. Customer’s acceptance must be in a manner that creates a legally enforceable contract between Microsoft and Customer.

ANNEX C: Additional terms for Alibaba Cloud Services

The following additional terms shall apply to use of the Cloud Services of Alibaba Cloud (Singapore) Private Limited and its affiliates (“Alibaba Cloud”):

- The use of the Cloud Services shall be at all times subject to the relevant terms of use and any other relevant terms and conditions of the relevant Cloud Services including but not limited to those listed on Alibaba Cloud international website <http://www.aliababcloud.com>.
- In order for Alibaba Cloud to fulfil its compliance obligations under applicable law of certain jurisdictions (including China), Alibaba Cloud may request Customer to provide its identification information including but not limited to (1) for individuals: full name, address, phone number, identification number, photocopy of passport or other government issued identification document; (2) for organizations: full name, registration country, business registration number, photocopy of business registration certificate, when Customer orders, purchases or uses the Cloud Services subject to the law of such jurisdictions.

ANNEX D: Additional terms for Google Cloud Services

The following additional terms shall apply to use of the Cloud Services of Google Asia Pacific Pte Ltd and its affiliates (“Google”):

- Customer agrees that HKBNES shall provide contact details of Customer to Google and Google may use such details to communicate directly with Customers for the following purposes:
 - as required to execute any non-standard Customer orders;
 - for purposes related to the provisioning of the Cloud Services to Customers’ accounts, including in relation to any product updates or security incidents;
 - as required to ensure Customers are notified of available options to maintain continuity in the Cloud Services provisioning, if (a) either HKBNES or Google terminates the agreement related to the Cloud Services between HKBNES and Google; or (b) HKBNES or Google ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; and
 - to conduct customer service and satisfaction surveys.
- Customer agrees that Google may use the Customer details provided by HKBNES to Google to inform Customer about new or additional Google products related to the Cloud Services which Customer is using.
- The Google Service Specific Terms at <https://cloud.google.com/terms/service-terms> shall apply.
- Customer acknowledges that: (a) HKBNES and Google are independent contractors and HKBNES is not Google’s agent or partner or in a joint venture with Google, and (b) Google is a processor, and Customer is the controller of any such data, as the terms “controller”, “processed”, “processor” and “personal data” have the meaning given in the European Data Protection Legislation.
- HKBNES disclaims, to the extent permitted by applicable law: (i) Google’s liability for any damages, whether direct, indirect, incidental or consequential, arising from HKBNES’s distribution and resale of the Cloud Services to Customer; and (ii) all warranties with respect to the Cloud Services on behalf of Google, including, warranties of merchantability, fitness for a particular purpose, and non-infringement.