

General Terms and Conditions – Shiji Group

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Definitions

- 1.1 Except to the extent expressly provided otherwise, the terms when used in this Agreement shall have the meanings set forth in Schedule I (“Definitions”):
- 1.2 The subject of this contract is the:
- delivery of **Shiji Hardware** by Shiji to the Client, the installation of such hardware by Shiji in the Client’s premises as well as the handling of warranty claims and guarantee claims concerning the aforementioned Hardware; and/or
 - use of **Shiji Software as a Service** (“SaaS”) by the parties; and/or
 - delivery of **Third Party Hardware** or **Software** by Shiji to the Client; and/or
 - delivery of **Shiji Installation, Training and Consulting Services** by Shiji to the Client, the Professional and Consulting Services; and/or
 - Support and Maintenance Services.
- All of the above is collectively referred to as “**Products**” and shall be in mentioned in the “Master Service Agreement” and the respective Statement of work.
- 1.3 In addition, the following apply if nothing else has been agreed:
- These “Terms and Conditions” (also referred to as “this Agreement”) apply for all legal transactions between the contractual parties defined in the “Master Service Agreement” and later signed “SOW”s;
 - These Terms and Conditions apply to legal transactions concerning Hardware sales and the use of Software as a Service, if it is agreed between the contractual parties;
 - If any individual agreements (including Annexures to the general agreements) have been made in writing between the contracting parties, those individual agreements have priority over these general agreements;
 - the “Data Protection Terms” apply automatically to all clients globally who are required to comply with the GDPR and where the Personal data is processed by Shiji on behalf of the Client.
- 1.4 Shiji expressly objects to any counter provisions by the Client, referring to his own Terms and Conditions.
- 1.5 All agreements with the Client are being negotiated and negotiated and executed by the parties in English. In the event any translation of this Agreement is prepared for convenience or any other purpose, the provisions of the English version shall prevail.
- 1.6 Modification: Shiji is entitled to change or supplement their Terms and Conditions if the changes, supplements or enhancements are necessary and if the changes, supplements or enhancements will not inflict a substantial disadvantage to the Client. A change is considered necessary if Shiji is required to comply with the legal requirements.

Term

- 2.1 The Term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided within the scope of the “Master Service Agreement”.
- 2.2 The “Master Service Agreement” **shall automatically renew for subsequent Subscription Periods** and/or Support and Maintenance Periods, unless either party provides written notice of its election not to renew this Agreement at least ninety (90) days prior to end of the then-current Subscription Period or otherwise terminates this Agreement pursuant to the terms of this Agreement. The termination shall, in any event, be deemed to have been received if it was sent (optionally by registered letter) to the address indicated on the “Cover page” at least 90 days prior to the expiry of the period.
- 2.3 Upon termination of the “Master Service Agreement” for any reason, all rights and subscriptions granted to Client shall end, and the Client and all Authorized Users shall cease using the Services.

Specific Provisions applicable to Software as a Service and/or Consulting Services

The provisions of this section only apply for providing Software as a Service and/or Consulting Services

Rights Granted

- 3.1 Shiji grants to the Client and the Client accepts from Shiji and for the duration of the Term, a limited, non-exclusive, non-transferable right to access and use and permit Authorized Users to access and use the Services solely for Client's internal business use. The Client may allow Authorized Users to use the services for this purpose and is responsible for Authorized User's compliance with this Agreement.
- 3.2 Client acknowledges that Shiji has no obligation to deliver or ship copies of the Software to the Client as part of the Services. The Client does not acquire under the Agreement any License to use the Software in excess of the scope and/or duration of the Services.
- 3.3 The Client acknowledges that the Client shall not (i) make the Software or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (ii) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Shiji (iii) disclose results of any services or program benchmark tests without Shiji's prior written consent and (iv) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services available, to any third party.
- 3.4 No obligation to use: Nothing in this Agreement shall be deemed to obligate the Client to use the Services. The initial use, the extent of use, and the continuation of use of the Services by Client shall at all times be within the sole discretion and control of Client. Notwithstanding the foregoing, the Client's failure to use the Services shall not relieve the Client of any of its obligations hereunder, including without limitation payment obligations.

Accessibility to Services

- 3.5 Shiji shall use commercially reasonable efforts to make the Services available on a 24/7 basis (twenty-four hours per day, seven days per week) during the Term.

Shiji Software is a SaaS-application. The respective scope of performance depends on the used software version. The Client notes that a functioning internet access (with adequate bandwidth and reaction speed) for all terminal devices is necessary in order to use all program functions. Shiji is not liable for disturbances to the Services which occur due to an insufficient internet connection.

- 3.6 Shiji will monitor performance indicators on the systems and network infrastructure (its own and that of third-party suppliers) in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software.
- 3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: (i) scheduled system back-up or other on-going maintenance as required and scheduled in advance by Shiji or (ii) a fault or failure of the internet or any public telecommunications network or (iii) denial of service attacks or similar attacks or (iv) a fault or failure of the Client's computer systems or networks or (v) for any unforeseen cause beyond Shiji's reasonable control or any force majeure events set forth in this Agreement.
- 3.8 The Client shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Services. For more details on the Client's obligation on security measures see Section 9 below.
- 3.9 The Client must not use the Services in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services.

Other Services

- 3.10 Shiji shall provide the Support Services to the Client during the Term. The Support Services includes the call center support available on a 24/7 basis (twenty-four hours per day, seven days per week) during the Term.
- 3.11 Shiji shall maintain the Software and/or Services and provide all patches and fixes to the Software and/or Services at no additional cost during the Term. Provided, however, said maintenance shall not include any major releases of new versions of the Software, additional functionality, or custom programming, which Shiji, at its discretion, may provide at an additional cost as otherwise agreed between parties.

National laws for the use of Cloud based Software as a Service

- 3.12 Shiji has explicitly pointed out that, every country has respective legal provisions concerning the use of Cloud based Software as a Service. Shiji Cloud based Software as a Service complies with the legal regulations at the time of execution of the Agreement. Shiji is not obliged to modify the Software if any legislative amendments are made after the Agreement is executed. If the client informs Shiji about the legislative amendments in writing, Shiji will endeavour to modify the Software within a reasonable period of time.

Warranties (and Limitation of Damages)

- 3.13 The Client acknowledges that complex Software is never wholly free from defects, errors and bugs, security vulnerabilities and subject to the other provisions of this Agreement, Shiji gives no warranty or representation that the **Services** will be wholly free from defects, errors and bugs or uninterrupted and will be entirely secure. The Client acknowledges that Shiji does not control the transfer of data over communications facilities, including the internet, and that the **Services** may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Shiji is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings or any loss of revenue or income or any loss of use or production, or any loss of business, contracts or opportunities or any losses arising out of a Force Majeure Event or in respect of any special, indirect or consequential loss or damage.

In no event shall Shiji be liable for any damages in excess of the total amount paid and payable by the Client to Shiji under this Agreement in the twelve (12) periods preceding the commencement of the event(s). The contracting parties agree that any warranty claims and claims for damages against Shiji will be limited in the amount to the amount which the client has paid or is obligated to pay to Shiji within a twelve (12) month period. This limitation of liability also applies in the event of minor negligence.

- 3.14 Where Shiji receives Payment Card Data, Shiji shall and shall cause Shiji Agents and the Services at all times to comply with (i) the Payment Card Industry Data Security Standards, in the event Shiji receives Payment Card Data (including the Payment Application Data Security Standards), as amended or updated from time to time (the "PCI Security Standards"); and (ii) the requirements for the handling of Company Data. Company and Company Entities shall comply with the PCI Security Standards with respect to any Payment Card Data they obtain.

Although the Service provided to the Client is not currently within PCI scope, Shiji will maintain compliance with any regulatory requirements that become applicable to the Services, should industry scope definitions change in the future.

It is the responsibility of the Client to respect and enforce the following operational processes:

- (a) If the Client has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information using the services provided by Shiji, the Client shall at all times remain in compliance with the PCI-DSS requirements, including remaining aware at all times of changes to the PCI-DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI-DSS.
- (b) At a minimum, Client's safeguards for the protection of Personal Information shall include:
 - (i) limiting access of Personal or Highly Sensitive Information to Authorized Employees:
 - (ii) implementing appropriate personnel security and integrity procedures and practices. Including, but not limited to, conducting background checks consistent with applicable law: and
 - (iii) providing appropriate privacy and information security training to Client's employees.
- (c) During the term of each Authorized Employee's employment by the Client, the Client shall at all times cause such Authorized Employees to abide by the Client's obligations under this Agreement and the Client's standard policies and procedures. The Client, further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Client's officers, partners, principals, employees, agents or contractors.

Specific Provisions applicable to Hardware

The provisions of this Section only apply for the order, delivery and warranty processing of Hardware

4. Title, Delivery of Hardware and its Warranty

- 4.1 **Title:** Shiji and its Suppliers retain title to any Hardware being provided hereunder until shipment thereof. Upon shipment, title to the Hardware passes to Client.
- 4.2 **Delivery of Hardware:** Shiji will endeavour in good faith to deliver Hardware within the time specified in Shiji's order acceptance. Shiji shall not be liable for any delay in delivery or failure by the shipper to deliver. All claims for shortage or damage before delivery shall be deemed waived unless Client delivers written notice of a claim to Shiji within ten days after delivery of the Hardware to Client. Upon shipment, the Client bears all risk of loss or damage to the Hardware from any cause whatsoever.
- 4.3 **Return:** Hardware may not be returned without prior return authorization. Any Hardware returned due to changes in configuration or otherwise at Client's request (other than for warranty service) will be subject to a restocking fee of 20% of the cost of the Hardware. If Shiji determines that the Client has used the Hardware, Shiji may assess an additional restocking charge, not to exceed in the aggregate 50% of the cost of the Hardware. For clarity, the fees in this section do not apply to Hardware returned for warranty service. The import charges and other incidental charges incurred by Client will not be refunded.
- 4.4 Upon delivery, the Hardware will be in good working order, and will be new unless otherwise agreed with the Client. The applicable warranty period is specified on applicable Schedule attached to the "SOW" signed by the Client. During the applicable warranty period, should any part of the Hardware Products prove to be defective in material or workmanship, Shiji will repair or replace such part at no charge to the Client, including parts and labour. Shiji will provide the Client with Hardware warranty service on the terms and conditions of the Support Agreement (if applicable) in effect on the date that the Client signs this Agreement and is attached hereto as applicable Schedule.
- 4.5 Warranty coverage will not be extended for repairs made necessary by damages due to fire, water, storm, burglary, power line fluctuations, spillage, accident, negligence, or abuse. The warranty specifically excludes damages to printer heads or printer motors caused by paper jams (unless persistent paper jams are caused by defective hardware) or insertion of foreign objects between the printer head and the print surface. Only upon Client request and only after Client approves the estimated costs to repair will Shiji repair or replace equipment damaged by one or more of the foregoing causes or events.

Warranty and Remedy

- 5.1 **Limited warranty for Hardware Products:** For warranty period as specified on applicable Schedule attached to the "Statement of Work", or any other warranty period as agreed in the separate agreement (including but not limited to "Statement of Work" and/or Support Agreement), from and including the date that Shiji delivered and completed Hardware Product to Client, Shiji warrants Client that such Hardware Product, when properly installed and properly used will function in all material respects as described in the "SoW".

The terms of this warranty shall not apply to, and Shiji shall have no liability for any non-conformity related to, any Hardware Product that has been (a) modified or added by the Client or a third party, (b) used in combination with equipment or software other than that which is consistent with the "Statement of Work", or (c) misused or abused.

Any indications of time/periods contained in offers made by Shiji or in schedules hereto shall be deemed estimated.

Disclaimer of Warranties: Except as expressly set forth above, Shiji makes no warranty or representation regarding any Products, information or services provided under this agreement. Shiji does not warrant or guarantee that the Products, or the support provided hereunder will satisfy Client's requirements, or that the operation of such will be uninterrupted or error free.

Remedy: Shiji's sole obligation under this warranty, with respect to Hardware Products, is limited to the repair or replacement of the products or parts thereof, and, with respect to services, to the re-performance of the services, in each case at no additional charges to Client.

Shiji's Manufacturer's Warranty for Third Party Hardware

- 5.2 For Client's convenience Shiji may make Third Party Hardware available to Client.



Shiji however does not offer warranty for such items and assumes no responsibility or liability whatsoever for any Third-Party Hardware. The sole responsibility for the items lies with the manufacturer and all issues regarding said warranty should be addressed directly to the manufacturer.

It is however allowed for Shiji to pass the manufacturer's warranties to Client, when and to the extent Shiji is permitted to do so. In such case, Shiji assigns, and Client accepts the assignment of any warranties made by the manufacturers or Shiji's Hardware supplied by Shiji hereunder that is not subject to a Shiji warranty. Said assignment shall take effect upon delivery of and payment in full for the Hardware by Client to Shiji.

5.3 Should any part of the Hardware subject to manufacturer's warranty proves to be defective in material or workmanship, Client's exclusive right and remedies are as provided in manufacturer's warranty. Repair or replacement is at the discretion of the manufacturer. Shiji is not responsible for any failure by the original manufacturer.

5.4 See also explicit reference to Third Party Hardware under applicable Schedule under the "Statement of Work".

Limitation of Damages

6.1 To the maximum extent permitted by law, in no event will neither party (including Shiji' suppliers) be liable to the other party for any:

- (a) Loss of profits or anticipated savings;
- (b) Economic loss;
- (c) Loss of business;
- (d) Loss of revenue, or any loss of business, contracts and opportunities;
- (e) Any losses arising out of a Force Majeure Event;
- (f) Loss of use; loss or destruction of data;
- (g) Business interruption damages;
- (h) Cost of substitute Hardware or services; or
- (i) Any special indirect, consequential, exemplary, or incidental damages, even if such party has been apprised of the likelihood of such damages occurring.

6.2 These limitations apply to all causes of action in the aggregate or in the individual case as applicable, including without limitation causes of action arising out of termination of the agreement between parties, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, product liability and any other torts.

6.3 In no event shall Shiji be liable for any damages in excess of the total amount paid ad payable by the Client to Shiji under this Agreement in the twelve (12) month period preceding the commencement of the event(s). The contracting parties agree that any warranty claims and claims for damages against Shiji will be limited to the amount which the client has paid or is obligated to pay to Shiji within a twelve (12) month period. This limitation of liability also applies in the event of minor negligence.

Support and Maintenance Services

Note that Support Services and Support Fees are attached under "Statement of Work"

7.1 If the Client has purchased Support and Maintenance Services, Shiji shall provide the Support Services to the Client during the Term.

7.2 Shiji shall make available to the Client a helpdesk in accordance with the provisions of the Support Agreement. Shiji shall provide the Support for the Hardware with reasonable skill and care in accordance with the standards of skill and care reasonably expected from a leading service in Shiji's industry.

7.3 Shiji shall respond promptly to all requests for Support for the Hardware made by the Client through the helpdesk.

- 7.4 Shiji will support the Hardware in accordance with the terms and conditions of the applicable Schedule, attached, and the Client agrees to purchase support for the Hardware during the term hereof. Shiji will offer support hereunder for at least 3 years, starting on the Effective Date, provided: (i) Client is not in default hereunder; and (ii) Client has paid all Support Fees and other amounts owed to Shiji, whether under this Agreement or otherwise. Shiji shall not provide any support necessitated by, and disclaims all damages arising in connection with, data corruption or disruption caused by third-party products or modification of the Hardware. Shiji shall not be liable, and shall charge the Client at standard rates, for any costs or for performing any services hereunder arising in connection with Client's negligence, abuse, misuse, or failure to perform routine maintenance and standard operating procedures.

General Provisions

The provisions below apply for providing Software as a Service, Consulting Services and Hardware.

Installation, Training and Consulting Services

8. Note that applicable Schedules are attached under "Statement of Work".
- 8.1 **Installation of Hardware Products:** Shiji and Client shall establish a mutually agreeable date for installation of the Hardware, as set forth on applicable Schedule, a copy of which is attached to the Agreement signed by the Client. Installation costs and fees, if applicable, are stated in Schedule 1. Client recognizes the importance of honouring the scheduled installation date and shall promptly notify Shiji in writing if Client is required to delay the scheduled installation date. Any such Client written notice of delay shall be provided at least 30 days prior to the scheduled installation date.
- 8.2 **Training:** Shiji hereby agrees to offer Client training on the use of Products, in accordance with the fee schedule set forth on Schedule 1, attached to the Master Agreement signed by the Client. Shiji shall provide training only to Client employees, and Shiji's sole obligation for training will be to supply a qualified instructor for the designated number of training hours. Shiji does not guarantee that, after such training, the trainees will be able to use or operate the Products properly. Upon Client's request, Shiji will provide additional training time beyond the amounts stated on Schedule 1 attached to the Master Service Agreement signed by the Client at Shiji's then-prevailing rates for training. Client agrees that it may not offer its trained employees to other third parties for the purpose of resale. Shiji and Client will mutually agree upon a training schedule.
- 8.3 **Consulting Products:** Shiji hereby agrees to make available to the Client certain "Consulting Products", as herein defined, only in accordance with the rates, terms and conditions set forth on applicable Schedule, a copy of which is attached to the "Master Service Agreement" signed by the Client. "Consulting Products" shall be defined to include all of those professional and consulting Products not explicitly defined or provided herein, including without limitation "gap" analyses, analyses of Client legacy product features and functionality, consultation for feature enhancements and modifications, internal control evaluation, and all other such Products. In the event that the Client requests that Shiji assist the Client in connection with internal control evaluation, audits or reporting, Shiji shall charge the Client at its standard daily rates.
- 8.4 Quotes for Installation and Training Days are based on an 8-hour workday. If Shiji provides Installation and Training Products in excess of 8 hours in any single workday, Shiji reserves the right to charge the Client for such additional time at the hourly rate of 1.5 times the pro-rated daily rate.
- 8.5 In addition to the above Installation and Training Fees, Client agrees to pay all travel, accommodations and other reasonable expenses incurred by Shiji's employees, subcontractors or agents in connection with the installation of and training of the Products. Shiji shall endeavour to obtain reasonable available fares and will not travel first class. Travel and related expenses will be invoiced when incurred by Shiji and shall be paid by Client within 20 days after receipt by Client.

Client's obligations regarding installation

- 8.6 Client is solely responsible for installation of any requisite AC power lines. Shiji does not provide cabling service and shall not be responsible for the inspection of any electrical or networking installation, unless otherwise expressly agreed in writing. Upon request, Shiji will provide the Client with documentation concerning the requirements for dedicated, isolated, and insulated AC power lines for Hardware. Shiji's warranties are conditioned upon the Client providing environmental and operating conditions conforming in all material respects to Shiji's specifications. Client

waves any claims, without limitation, including warranty claims against Shiji, if the environmental and operating conditions do not conform in all material respects to Shiji's specifications.

Client's obligations on Security Measures

- 9.1 Client and Shiji agree that the Client is the Data controller of Personal Data and Shiji is the Data processor of entrusted data in accordance with "Data Protection Terms" and/or "Data Processing Agreement" (if applicable). Further to that, the parties acknowledge and agree that:
- Client is solely responsible for implementation of appropriate technical and organizational security measures for components that Client provides or controls. Such measures may include but are not limited to access control and credentials protection, network protection, encryption, anti-virus protection, privacy and security awareness training, etc.;
 - Client is solely responsible for any vulnerabilities, and the consequences of such vulnerabilities, arising from Client's content and applications, including any viruses, trojan horses, worms or other programming routines contained in Client's content and applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.
 - Client is liable for the misuse of user names and passwords. The Client shall use reasonable endeavours, including reasonable security measures relating to account access details, to ensure that no unauthorized person may gain access to the Products.

Intellectual Property Rights

- 10.1 The Client acknowledges that all rights, titles, and interests in and to the Products including the Hardware, Services and the Software, together with its codes, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, trade secrets, proprietary information or other related materials is, and at all times shall remain, the sole and exclusive property of Shiji. Except the rights granted, as expressly provided herein, this Agreement does not grant to the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Products including the Hardware, Services and the Software.
- 10.2 Client shall not remove or modify any program markings or any notice of Shiji's or its licensors' proprietary rights. Client shall not attempt, or directly or indirectly allow any authorized user or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Products in any form or media or by any means or attempt to circumvent any licensing requirements hereunder. Shiji reserves all other rights not expressly granted to the Client hereunder.
- 10.3 The provisions of this Section 10 shall survive termination of the "Master Service Agreement".

Client Data

- 10.4 The Client warrants to Shiji that the Client Data when used by Shiji in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 10.5 Shiji may compile statistical information related to the performance of the Products, and may make such information publicly available, provided that such information does not incorporate Client data and/or identify Client confidential information or include Client company's name. Shiji retains all intellectual property rights in such information.

Confidentiality

- 10.6 Both parties, the Client and Shiji, are bound by Confidentiality obligations in accordance with the "Non-Disclosure Agreement" and the "Data Protection Terms".

Charges

- 11.1 The Client shall pay the Charges to Shiji in accordance with applicable Schedule of the "Statement of Work".
- 11.2 If the Charges are based in whole or part upon the time spent by Shiji performing its services, Shiji must obtain the Client's written consent before performing the said services.

- 11.3 All amounts stated in or in relation to “Statement of Work” unless the context requires otherwise, are exclusive of any applicable taxes including but not limited to Goods Service Taxes or Value Added Taxes, which will be added to those amounts and payable by the Client to Shiji.
- 11.4 Shiji may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation prior to the commencement of the new Subscription or Support Period provided that no such variation shall result in a percentage increase in the relevant element of the Charges greater than CPI of the immediately preceding Subscription or Support Period or 5%, whichever is higher.
- 11.5 Client acknowledges that some of the Charges paid to Shiji under “Statement of Work”, as specified on the applicable Schedule attached to the Master Service Agreement signed by the Client and others, may be dispersed to other parties, including, without limitation, third party service provider to Shiji, third party software and interface supplier to Shiji, franchisors and management companies.

Payments

- 12.1 Shiji shall issue invoices for the Charges to the Client in accordance with Payment Terms in the applicable Schedule attached to the Master Service Agreement signed by the Client.
- 12.2 The Client must pay the Charges to Shiji within the period of 30 days following the issue of an invoice in accordance with this Section 12.
- 12.3 If the Client does not pay any amount properly due to Shiji under this Agreement, Shiji may charge the Client interest on the overdue amount at the rate of 8% per annum which interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month.
- 12.4 Client shall be in default of this Agreement if Client fails to make any payment when due and fails to cure said default within seven (7) days after receipt of written notice thereof from Shiji.
- 12.5 In the event of any default by Client in the payment of any amounts due hereunder, which said default continues uncured for at least five (5) calendar days after receipt of written notice thereof from Shiji, Shiji shall have the right to suspend or cease the provision of any services under this Service Agreement unless and until such default has been cured.

Compliance with Laws

- 13.1 Shiji will comply with laws and regulations applicable to its provision of Products, including notification of Personal Data breach. However, Shiji is not responsible for compliance with any laws, regulations, recommendations or other non-binding documents applicable to the Client that are not simultaneously binding to Shiji itself.
- 13.2 Client must comply with laws and regulations applicable to its use of Products, in particular data protection laws.

Indemnification for infringement of Intellectual Property

- 14.1 Either party agrees to indemnify, defend and hold the other Party harmless from any and all direct and actual damages arising directly from actual infringement of a third party's intellectual property, patent, patent application or copyright. In such an event, Shiji's sole obligation would be the replacement of the infringing intellectual property with alternate Intellectual Property with substantially similar functionality that is not infringing, or modification of the Intellectual Property in such a manner that renders it non-infringing. If any action shall be brought against other party in respect to which indemnity may be sought from the Party pursuant to this Section (hereinafter in this Section 14, a “Claim”), the other Party shall promptly notify the Party in writing, specifying the nature of the Claim and such relief as is sought therein. Party may, at its sole discretion, at any time upon written notice thereof to the other Party undertake to conduct all proceedings or negotiations in connection therewith, assume the defense thereof, and if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel. In such an event, the other Party shall cooperate with the Party in all reasonable respects in connection with the defense of any such action. Other Party shall have the right to employ separate counsel and participate in the defense thereof at its own expense.
- 14.2 Shiji shall have no obligations under this Section 14 if the actual infringement is due to any of the following: (i) the Intellectual Property or any portion thereof has been modified, altered or changed in any manner by the Client or any party acting on Client's request, if such actual infringement would have been avoided in the absence of the use

of such altered Intellectual Property; (ii) the combination, operation or use of the Intellectual Property with any Client's software, operating system, and/or hardware, if such infringement would have been avoided in the absence of such combination, operation, or use; (iii) Client's failure to install or have installed Error Corrections or Modifications that would have avoided the infringement and the other Party had been notified of same; (iv) any unauthorized use of the Intellectual Property by the Client; or (v) the requirements, specifications or functionalities requested or provided by Client.

Force Majeure Event

- 15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement, that obligation will be suspended for the duration of the Force Majeure Event.
- 15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- (a) promptly notify the other party; and
 - (b) inform the other party of the period for which it is estimated that such failure or delay will continue.
- 15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

Termination

- 16.1 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement, which such material breach is not cured after notice to the defaulting party and a continued failure to cure such breach thirty (30) days following such notice.

Shiji may terminate this Agreement upon failure by Client to pay invoices when due with respect to the Hardware and services, which failure is not cured after notice to Client and a continued failure to pay such invoices for a period of 30 days following such notice.

Notwithstanding the above, in no event shall Client be entitled to any refund of monies paid hereunder in the event the Agreement is terminated due to his default.

- 16.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).

Effects of termination

- 17.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save as provided otherwise.
- 17.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 17.3 Within 30 days following the termination of this Agreement for any reason:

- (a) the Client must pay to Shiji any Charges in respect of Products provided to the Client before the termination of this Agreement; and
- (b) Shiji must refund to the Client any Charges paid by the Client to Shiji in respect of Products that were to be provided to the Client after the termination of this Agreement, without prejudice to the parties' other legal rights.

17.4 In the event of a breach by either party, the obligations of the innocent party hereunder, shall automatically terminate, and the innocent party shall have the right to seek damages or other injunctive relief, as appropriate.

Subcontracting

- 18.1 Shiji reserves the right to provide the Products from locations, and/or through use of subcontractors, worldwide.
- 18.2 Shiji shall remain responsible to the Client for the performance of any subcontracted obligations.
- 18.3 Notwithstanding any other provisions of this Agreement, the Client acknowledges and agrees that Shiji may subcontract to any reputable third-party hosting business and the provision of Products in relation to the support and maintenance of it.
- 18.4 The "Data Processing Agreement" and/or "Data Protection Terms" apply to subcontractors.

Miscellaneous

- 19.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 19.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 19.3 This Agreement may not be varied except by a written Annex Agreement signed by or on behalf of each of the parties.
- 19.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 19.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 19.6 The Parties will comply with all applicable laws, regulations and sanctions relating to anti-corruption, anti-bribery, anti-money laundering.
- 19.7 This Agreement shall be construed in accordance with and be governed by the state and national laws applicable to the jurisdiction identified in the Master Service Agreement ("Jurisdiction"), excluding any conflicts of laws rules thereof, as if this contract were made and to be performed entirely within the Jurisdiction. The parties consent to the exclusive jurisdiction and venue of the courts in the Jurisdiction, for all claims or actions arising under or relating in any way to this Agreement or the relationship between the parties, whether sounding in contract, tort, common law, or otherwise, and regardless of whether persons or entities who are not party to this Agreement are parties to such action.

Data Protection Terms

Your privacy is important to us and we, in Shiji Group believe that privacy is good for business. We are therefore committed to protecting your Personal data collected for a range of business purposes in connection with provision of our Services.

Shiji constitutes a Processor in accordance with GDPR. To the extent that Shiji is a Processor of Personal data subject to the GDPR, these "Data Protection Terms" apply to all Shiji business relations. Both parties acknowledge that the General Data Protection Regulation (GDPR) and the national data protection laws (if applicable) are to be complied with.

This section of the Data Protection Terms includes the following subsections:



- Scope
- Processing of Client's data
- Disclosure of Personal data
- Processing details
- Data Subject Rights
- Records of Processing Activities
- Data Security
- Notification of Personal data breach
- Privacy notice
- Data Transfers and Location
- Data Retention and Deletion
- Involvement of sub processors
- Confidentiality commitment
- How to contact Shiji Data Protection Officer ("DPO")

Scope

The terms in this section ("Data Protection Terms") apply to all Shiji Products as offered by Shiji Group companies. The information collected through Shiji Websites, which are governed by the privacy and security terms are available under <https://www.shijigroup.com/privacy-policy>

In any case, the Data Protection Terms apply automatically to all Clients globally that are required to comply with the GDPR and where the Personal data is processed by Shiji on behalf of the Client. Depending on the contracted Shiji Products as subject to the Agreement, the Data Processing Agreement ("DPA") between you (the Client) and us (Shiji) is applicable and supplements these "Data Protection Terms".

Shiji reserves the right not to apply the GDPR if the processing does not fall under the merit material scope (in accordance with Art. 2(2)).

Processing of Client's data

Personal data provided by the Client will be processed by Shiji only to provide the Client with the Shiji Products. Shiji will not transfer mentioned Personal data for any marketing purposes unless valid legal basis is identified. Shiji constitutes a Processor whereas Client is a Controller for the Personal data provided to Shiji for processing, including for the business contact information and other Personal data that may be collected to maintain the business relationship with the Client.

Disclosure of Personal data

We work closely within the Shiji companies and share your Personal data for our internal business administration purposes. Shiji will not disclose Client's data outside of Shiji except as based on the (1) Client's authorization as described under the Data Processing Agreement, (2) as described in the "Statement of Work", or (3) as required by law.

Shiji will not disclose Client's data to law enforcement unless required by law. Every time and when allowed, Shiji will attempt to redirect the law enforcement agency to request the data directly from the Client.

Processing details

Client acknowledges and agrees that:

- The processing of the Personal data is governed by the GDPR and/or other applicable national data protection laws;
- The duration of the processing shall be for the duration of the Client's right to use Shiji Products and until all Personal data is deleted or returned in accordance with the "Statement of Work";
- The categories of data subjects are Client's representatives, such as employees, contractors and the Client's Customers (e.g. Guests);
- The general principles of Personal data (pursuant to art.5 GDPR) must be ensured by the Client, including the Personal data that are entrusted to Shiji;
- In addition, the Client warrants to Shiji that it has the legal right to disclose all Personal Data that it does in fact disclose to Shiji under or in connection with this Agreement.

Data Subjects Rights;

If Shiji receives a request from Client's data subject to exercise one or more of its rights under the GDPR, in connection with Shiji Products for which Shiji is a data processor, Shiji will redirect the data subject to make its request directly to the Client.

Where applicable, Shiji will make available to the Client the ability to fulfill the data subject's request to exercise their rights under the GDPR. Client will be responsible for responding to any such request including, where applicable, by using the feature provided to support fulfilling data subject request. Shiji shall comply with the reasonable request by Client to assist with Client's response to such a data subject request.

Records of Processing Activities

Shiji maintain all records required by Art.30(2) of the GDPR and, to the extent applicable to the processing of Personal data on behalf of the Client, make them available to the Client upon request.

Data security

Shiji implements and maintains appropriate technical and organizational measures to protect Personal data and ensure security of processing pursuant to Art.32 GDPR.

Notification of Personal data breach

If Shiji becomes aware of a Personal data breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal data that pertains to the Client's database while processed by Shiji, Shiji will without undue delay (1) notify the Client of the Personal data breach, (2) investigate the Personal data breach and provide Client with detailed information about the Personal data breach (in accordance with Art.33(3) GDPR), (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal data breach.

The notification of the Personal data breach will be provided to the Data Protection Officer appointed by the Client and/or respective administrators via email. It is the Client's sole responsibility to ensure that accurate contact information is delivered to Shiji.

Shiji's obligation (art. 33 GDPR) to report or respond to a Personal data breach under this section is not an acknowledgement by Shiji of any fault or liability with respect to the Personal data breach.

Privacy notice

Shiji constitutes a Processor whereas Client is a Controller for the Personal data provided to Shiji for processing and also for the business contact information and other Personal data that may be collected to maintain the business relationship with the Client. Only under the circumstances where Shiji constitutes a Controller the privacy notice requirement (in accordance with art. 13-14 GDPR) will apply and the privacy notice will be provided to data subjects.

Data transfers and Location

If Client agrees to use Products provided by Shiji, that requires the transfer of Personal data beyond the EU/EEA, the Client declares to obtain the explicit consent from the data subjects and/or its employees, except when another legal basis applies.

Data retention and deletion

Shiji is obligated to delete all Personal data processed upon the termination of the "Master Service Agreement" no later than two weeks after termination. Client will be able to establish a deletion policy whenever necessary.

Involvement of sub-processors

Shiji relies on the general written authorisation from Client. If sub-processors are involved in the processing of Personal data, a request to complete the general written authorisation will be provided to Client. Both contract parties are committed to complying with this "Data Protection Terms" which applies in each case where personal data is processed by Shiji on behalf of the Client.

Confidentiality commitment

Shiji treats all Client data as confidential. Shiji ensures that that its personnel engaged in the processing of Personal data is aware of the Personal data confidentiality requirements. Schedule II on the "Confidentiality Obligations" is applicable.

How to contact Shiji Data Protection Officer ("DPO")

For any privacy matters questions please contact Group DPO under dpo@shijigroup.com

California Consumer Privacy Act (CCPA) Addendum

This Addendum is part of the Agreement as entered between Shiji and you (the Client), and reflects the agreement with regard to the use or access of Personal Information in accordance with the requirements of the California Consumer Privacy Act ("CCPA"), when applicable. If a Business (the Client) does not, itself, fall under the jurisdiction of the CCPA and / or does not classify as Business under the CCPA, then any data that it sends to a Service Provider (Shiji) within California should not be impacted by the CCPA.

Definitions and Background

- **"Agreement"** for the purpose of this CCPA Addendum, the "Agreement" means collectively the Master Service Agreement concluded between Client and Shiji, all applicable Shiji Global Terms and Conditions, Data Processing Agreements with its Schedules and Addendum (if applicable), and Statement of Works.
- **"CCPA"** means the California Consumer Act of 2018 (Cal. Civ. Code §§ 1798.100 to 1798.199), as amended from time to time, and any related regulations and guidance provided by the California Attorney General pertaining to same.
- **"Business Purposes"** means the "Services" described in the Agreement for which Shiji uses or access Personal information on behalf of Client.
- Capitalized terms (including "Business", "Service Provider", "Personal Information") not defined herein shall have the meaning given under the "CCPA", and as assigned to such terms in the Agreement.
- Shiji is a Service Provider under the CCPA.

Shiji' CCPA Obligations

- (a) Shiji will only collect, use, retain, or disclose Personal Information for the Contracted Business Purposes as set forth in the Agreement.
- (b) Shiji will not retain, use or disclose Personal Information outside of the direct business relationship between Client and Shiji, except as authorised in the Agreement or under the CCPA.
- (c) Shiji will not collect, use, retain, disclose, sell, or otherwise make Personal Information available or process Personal Information for Shiji's own commercial purposes.
- (d) Shiji will not engage in any activity that may be considered a Sale of Personal Information pursuant to the CCPA.

Assistance with Client's CCPA Obligations

As a Service Provider, Shiji will reasonably cooperate and assist Clients with meeting its CCPA compliance and supporting in responding to CCPA-related inquiries. For example, Shiji will assist with the deletion requests pertaining to verifiable consumer requests. Shiji' Clients are responsible to conduct the verification process to confirm whether the requestor constitutes the California consumer. This mean, that any CCPA-related inquiries addressed by the guest, and / or other eligible party, shall be addressed to the respective Business (Shiji's Client).

Processing Purposes and Details

Shiji is providing the "Services" as described in the Agreement and / or in the Data Processing Agreement ("DPA") . The processing of the Personal information and categories and Types of Personal Data and / or Personal Information, is further described under Schedule 1 to the DPA.

Schedules:

Schedule I- Definitions

"(this) **Agreement**" means the Terms and Conditions;

"**Authorized User**" means an employee of the Client or such other person identified by the Client who has been authorized by the Client to access the Product.

"**Charges**" means the following amounts:

- (a) the amounts specified in Part 2 of Schedule 1 attached to the Agreement signed by the Client

Hardware Price. "Hardware Price" shall refer to those prices payable by the Client to Shiji for the purchase of Hardware, as set forth in Schedule 1- Part 2, attached to the Agreement signed by the Client.

Support Fees. "Support Fees" shall refer to those fees payable by the Client to Shiji for the support of the Hardware, as set forth in Schedule 1-Part 2, attached to the Agreement signed by the Client.

Training Fees. "Training Fees" shall refer to amounts calculated by multiplying Shiji's standard time-based charging rates (as notified by Shiji to the Client before the date of this Agreement) by the time spent by Shiji's personnel performing the Training Products; and

- (b) such amounts as may be agreed in writing by the parties from time to time;

"**Client Data**" means all data, works and materials: uploaded to or stored on the platform by the Client; transmitted by the Platform at the instigation of the Client; supplied by the Client to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Client;

"**Controller**" and "**Processor**" has the meaning given under the General Data Protection Regulation (GDPR);

"**Data Processing Agreement**" ("**DPA**") means a legally binding agreement under which the Client (Controller) entrusts Shiji (Processor) with the processing of Personal data and that sets out the subject-matter, duration, the nature and purpose of the processing, the type of personal data and categories of data subjects, rights and obligations.

"**Master Service Agreement**" means the Master Service Agreement signed by the Client;

"**Covered Products**" means the Hardware and/or Software covered by the Support Agreement;

"**CPI**" refers to the Consumer Price Index identified in the Master Service Agreement (or the most equivalent successor index thereto if the foregoing ceases to be published);

"**Client**" means the Client identified in the Master Service Agreement;

"**Effective Date**" means Effective Date as stated in the Master Service Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Personal Information**" has the meaning given under the California Consumer Privacy Act (CCPA);

"**Personal Data**" has the meaning given under the General Data Protection Regulation (GDPR);

"**Product(s)**" means all items supplied under the Agreement including but not limited to Hardware, Support and Training Services as well as Software and Consulting Services; see below further definitions:

- "**Consulting Services**", "**Services**" means any professional and Consulting Services not otherwise explicitly defined or provided herein, including, e.g., without limitation, "gap" analyses, analyses of Client legacy product features and functionality, and consultation for feature enhancements and modifications;

- **“Hardware”** means the computers, servers, workstations, printers, cables, and other tangible items (excluding software and software media), including those produced by third-party manufacturers, that Shiji is providing to Client hereunder;
- **“Software”, “Software as a Service”, “SaaS”-** means subscription to access and use the Software and any services that Shiji is providing to Client hereunder.

“Site(s)” means the locations at which the Client is authorized to use or store the Hardware. The Sites are listed on Schedule 1.1 attached to the Agreement signed by the Client;

“Shiji” means Shiji identified in the Master Service Agreement and its subsidiaries, divisions, and affiliates;

“Statement of Work” (“SOW”) means each duly executed statement of work referencing this Agreement that sets forth, with respect to a specific project, the following elements (as applicable): the start date, location and scheduled completion date, a description of the project, the Services and the Work, Product, responsibilities of each Party, the fees and payment schedule, milestones or other assessment points, all specifications, implementation plans and time schedules, completion and acceptance criteria, and such other or different information as may be agreed upon by the Parties.

“Support and Maintenance” refers to the services described more particularly in clause 7 of this Agreement;

“Support and Maintenance Period” means period of twelve (12) months;

“Taxes” means any applicable local, state, or federal taxes (including without limitation VAT, if any), however designated, levied or assessed, customs duties, and disbursements. “Taxes” do not include applicable taxes levied on Shiji’s net income;

“Third Party” means any non-Shiji provider including receiving party’s officers, employees, professional advisers, insurers, agents and subcontractors;

“Third Party Hardware” means any Hardware that is not SHIJI-branded Hardware that Shiji will supply to Client under this Agreement.

“Third Party Software” means any Software that is not SHIJI-branded Software that Shiji will supply to Client under this Agreement.

Schedule II – Confidentiality Obligations

1. Both parties expressly undertake to retain in confidence all information and know-how received hereunder or that the other party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. Notwithstanding the above, either party may disclose confidential information as required by governmental or judicial order, provided it gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. The parties hereby agree that the terms and conditions of this Agreement shall be treated as confidential information. This provision shall survive termination of the Agreement.
2. **"Confidential Information"** means:
any information disclosed by or on behalf of the either party ("Disclosing party") to the other party ("Receiving party") during the Term whether disclosed in writing, orally or otherwise that at the time of disclosure:
 - (a) was marked or described as "confidential"; or
 - (b) should have been reasonably understood by the party providing information to be confidential;
3. **Confidentiality Obligations**
 - 3.1 Each party must:
 - (a) keep the Confidential Information strictly confidential;
 - (b) not disclose the Confidential Information to any person without the other party's prior written consent, and then only under conditions of confidentiality approved in writing by the other party;
 - (c) use the same degree of care to protect the confidentiality of the Confidential Information as the party uses to protect the party's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Confidential Information; and
 - (e) not use any of the Confidential Information for any purpose other than the Permitted Purpose.
 - 3.2 Notwithstanding Clause 3.1, the Receiving party may disclose the Confidential Information to the Receiving party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work and who are bound by a written Agreement or professional obligation to protect the confidentiality of the Confidential Information.
 - 3.3 This Clause 3 imposes no obligations upon Shiji with respect to Confidential Information that:
 - (a) is known to the party before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the other party; or
 - (c) is obtained by the party from a third party in circumstances where the party has no reason to believe that there has been a breach of an obligation of confidentiality.
 - 3.4 Except in any proceeding to enforce the provisions of this Agreement or except as otherwise required by law, neither party shall publicize or disclose to any third party the existence or provisions of this Agreement or any of the fees, terms or conditions herein, without the prior written consent of the other party. Neither party shall use the name or logo of the other in publicity releases or advertising regarding or related to this Agreement without securing the prior written approval of the other party. Each party may state that it has an Agreement with the other.
 - 3.5 The restrictions in this Clause 3 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the party on any recognised stock exchange.
 - 3.6 The provisions of this Clause 3 shall continue in force for a period of 5 years following the termination of this Agreement, at the end of which period they will cease to have effect.

Schedule III – Support and Maintenance Agreement

Shiji agrees to supply to Client Support and Maintenance services for the Shiji-branded Hardware products described in applicable Schedule under the Statement of Work (“SOW”) signed by the Client, subject to the following terms and conditions:

1. MAINTENANCE SERVICES COVERED - Starting on the “effective date”, and provided Client is not in default hereunder, Shiji shall provide Client necessary maintenance services as detailed herein to maintain the equipment listed in Schedule 1 attached to the Master Service Agreement signed by the Client, in good working condition, ordinary wear and tear excepted.
2. STANDARD COVERAGE PERIODS - Each SHIJI Maintenance Invoice shall specify the hours during which maintenance services will be supplied to the Client by Shiji. Standard SHIJI coverage time periods are per Schedule 1 attached to the Master Service Agreement signed by the Client.
3. RESPONSE
 - (a) RESPONSE TIMES - If a Shiji service representative's presence is required to perform maintenance on Covered Products hereunder, such service representatives shall exercise reasonable efforts to arrive at the Covered Location on or within the following "Response Time" guidelines:

"Response Time" is defined as the continuous elapsed time from the Client's contact with Shiji central dispatch and request for on-site services to the arrival time of Shiji service representative at the Covered Location, excluding all elapsed time taking place outside of the scope of this Agreement. If such Response Time would require arrival after the contracted maintenance period, the Client shall have the option of receiving service on or before the response time guidelines as defined herein on the following contracted day or requesting Emergency Service pursuant to Paragraph 5 herein. If services outside the contracted maintenance period, (but otherwise covered under this Agreement), are required due to Shiji's failure to meet the Response Time Guidelines as specified herein, Shiji shall not invoice Client for such services.

On Site Response Time Guidelines- By Call Priority Levels and Service Zones as described in Schedule 1 to the “Master Service Agreement” signed by the Client.

For the purposes of this agreement, Call Priority Levels shall be defined as shown below:

Call Priority Levels:

Priority Level 1:

Covered system non-operational. Examples: Primary and backup servers down on a client/server-based system or server down on single-server system, all terminals down, all terminals not communicating to server (server-based systems) or themselves (distributed processing systems).

Priority Level 2:

Partial covered system failure severely affecting Client operations. Examples: System operational but cannot complete end-of-day, entire revenue center down, entire remote printer or remote CRT subsystem down, 25% or more of installed terminals down, back office PC down, interface to PMS or other key system not operational.

Priority Level 3:

Partial system failure moderately affecting Client operations. Examples: One terminal down, multiple terminals down (but less than 25% of installed terminals), one or more printer down (but not the entire printing subsystem), one or more magnetic card readers down (but less than 25% of installed magnetic card readers).

Priority Level 4:

System operational with minor difficulty. Examples: Key(s) sticking on keyboard, minor user or Client display problem, minor print problem.

Priority Level 5:

Scheduled services. Examples: Preventative maintenance, equipment installation, equipment relocation, training, re-training, services deferred to a later time or day.

Definitions for Zones for the applicable Country are provided at the end of this Schedule.

(b) Zone 3 Response Times.

In respect of Zone 3, the Client shall either courier the faulty equipment to the nearest Shiji Service Facility or Shiji shall send its service representative with necessary spares to the site. In either case, Client shall bear all costs (except in cases where the faulty equipment is covered under Shiji's warranty). If, Shiji is required to send its service representative to the site, Shiji shall charge for the time spent on the Client matter, including (but not limited to) the service representative's travel time, which Shiji will bill at its then prevailing rate.

(c) Subject to the terms of this Agreement, Shiji shall make reasonable efforts to repair the faulty equipment (covered products) within 21 working days from the date the subject equipment is received in one of its service facilities.

4. LOCATION OF EQUIPMENT

Client understands that the total annual charges are for maintenance services performed at a location specified on Shiji Maintenance Invoice hereunder (Covered Location) and does not include charges associated with relocation, redesign, reinstallation or Client desired reconfiguration of covered products, or any training charges.

5. OBLIGATIONS OF CLIENT

(a) Client will properly render routine attention to the covered products. Routine attention shall include, but is not limited to, the use of paper, ribbons, magnetic cards, and magnetic disc media that meet or exceed Shiji specifications, periodic cleaning of equipment cabinets with a non-abrasive and non-corrosive cleaner, maintaining at least three inches of unrestricted space around covered products to provide for proper air circulation, and keeping all covered products free from harmful materials.

(b) Client at all times shall maintain the minimum 'Depot Stock' at the listed locations, which should be 10% of the installed product base

(c) Shiji shall not be responsible if the Client replaces any parts directly with parts that are not approved by Shiji.

6. PROGRAMMING MODIFICATION

Charges for the development and implementation of program modifications are not included in this Agreement for maintenance services and shall be billed to Client separately.

7. INITIAL STATUS OF EQUIPMENT

If the products have been in operation before coverage by the terms of this Agreement, Shiji may inspect the products at the Client's expense. The commencement of coverage for these products is contingent upon meeting standard performance and maintenance requirements. If Shiji elects to inspect the equipment, then Shiji will conduct the inspection at the earliest mutual convenience of Shiji and Client after execution of this Agreement.

8. EXCLUSIONS FROM COVERAGE

The maintenance services to be provided hereunder do not include labor or parts for repairs made necessary by damage from any cause beyond the control of Shiji, including, but not limited to, damage due to fire, wind, water, storm, riot, vandalism, war, act of God, burglary, power line fluctuations outside of specified norms, accident, negligence or abuse not attributable to Shiji or a Shiji service representative. Shiji specifically excludes repair or damage as a result of servicing by personnel other than Shiji, or its service representative, repair or damage resulting from the failure of Client to render routine attention to covered products as defined herein, and damages to printer-heads or motors resulting from any cause other than normal wear and tear or the presence of foreign objects between the printer head and the print surface. Any repairs resulting from excluded causes or events will be performed only at the Client's request and only after Client's approval of estimated costs for repair submitted by Shiji. There may be other exclusions from coverage contained elsewhere in the Agreement. Shiji shall endeavor to

support the hardware hereunder for a period of not less than 3 years. Client recognizes that third parties manufacture certain parts and components required to maintain and repair the hardware hereunder, including Shiji proprietary hardware itself. Shiji does not and cannot guarantee the availability of any third-party parts or components, and therefore is not in breach if unable to maintain or repair hardware as a result of the unavailability of any third-party parts or components. Shiji disclaims all liability arising from its reasonable inability to obtain third party parts or components necessary or appropriate in the repair or maintenance of the hardware hereunder.

9. PERFORMANCE OF MAINTENANCE SERVICES BY SHIJI AND SHIJI REPRESENTATIVES

The services to be performed by Shiji under this Agreement are those of an independent contractor. Each party agrees that it is neither the agent of, nor legal representative of the other, and neither has the right or authority to make any warranties or promises or to incur any obligations on behalf of the other, and that no employee or agent of either party is or shall be deemed an employee of the other Subject to the terms and conditions as set forth in this Agreement, the methods, means, and times employed by Shiji in fulfilling its obligations under this Agreement shall be at the sole discretion of Shiji. Shiji shall endeavour to respond in a reasonable time to meet the obligations set forth in this Agreement. In no event shall Shiji or its servicing representatives be held liable for failure to detect conditions or circumstances requiring repair or replacement of equipment covered by this Agreement.

Definitions for Zones for respective Country would be as described in Schedule 1 to the “Master Service Agreement” signed by the Client.

Schedule IV – Specific Agreements concerning the delivery in the European Union

The Agreements in Schedule IV apply for the delivery of hardware by Shiji to Member States of the European Union.

1. Shiji is entitled to forward the purchase request (for products which have a delivery address within the European Union or the EEA) to a Shiji group company with its registered office in the European Union. The supply contract is concluded between the Client and the aforementioned group company. The product will be delivered by the group company with its registered office in the European Union. The aforementioned group company will send the invoice. The application of the UN-Sales Convention (UN-Kaufrecht) is expressly excluded.

2. Currency: The agreed invoicing currency is in Euro, unless there is a specific agreement between the parties. The Currency conversion is based on the exchange rate on the day of the invoice. EURO <-> National currency.

3. Product liability

The provisions of the European Product Liability Directive shall apply.

4. Warranty

Both contract parties are entrepreneurs. The contract parties have concluded a guarantee agreement. The contract parties herewith jointly exclude the statutory warranty.

5. Value added tax

The Client declares to be a company, which will be evidenced by a tax number. The contract will only be concluded if the Client discloses such tax number. If the Client is located in same European Union Country as Shiji, the invoice will include the statutory sales tax. If the Client is located in another European Union country, the invoice will be raised net of tax as intra community service provision and will be marked as reverse charge. If the Client is located in a non-EU-country and if the service is not tax- relevant in European Union Country of Shiji, the invoice will not include VAT, however it will be marked as reverse charge, provided that the legal requirements are met, and Client has submitted a "Certificate of Business-Registration" to Shiji. The Client is obligated to pay VAT if a tax inspection proves that the transaction is taxable. If the Client has not submitted a valid "Certificate of Business-Registration" and/or a valid VAT-Number, the statutory sales tax will be included to the invoice.

6. Withholding Taxes

National Withholding Taxes, also called retention taxes, will be borne by the Client in addition to the invoice amount. The Client is not entitled to deduct the Withholding Tax from the invoice amount. For example: The invoice amount is EUR 100. In accordance to the national tax regulations which are applicable for the Client, a Withholding Tax in the amount of 10% has to be paid. The Client has to pay the full invoice amount (EUR 100) to Shiji and the Withholding tax in the amount of EUR 10 to the relevant tax authority.

7. Additional import costs

If nothing else has been agreed between the contracting parties, the additional import costs shall be borne by the Client. Additional Import costs are shipping costs, Duty (starting from a goods value of EUR 150) and import turnover-tax (starting from a goods value of EUR 22).

8. The "Data Protection Terms" that constitute the part of this "Agreement" are applicable.