



Cloudion Software Limited

Rm 1203, 12/F, Mai Wo Ind. Bldg., 90-98 Kwai Cheong Rd., Kwai Chung, Hong Kong

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Software Development and Maintenance Agreement (01-JAN-2015)

This Software Development and Maintenance Agreement (“Agreement”) is entered into as of the effective date set forth below by and between Cloudion Software Limited (“Cloudion”) and you, the Customer under this Agreement (“Customer”). BY SETTLING THE PAYMENT, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TERMS AND CONDITIONS

1. Definitions

For purposes of this Agreement.

- (a) “Effective Date” shall mean the date when the Customer accepts an Invoice and settles the payment.
- (b) “Bug” means any failure of the Software to conform in any material respect to its or their published specifications.
- (c) “Bug Fix” means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.
- (d) “Software” means a product or service that Cloudion provides, manufactures and/or distributes and for which Cloudion has approved to use.

2. Default

Should the Customer fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Cloudion, Cloudion may, at its option, in addition to other available remedies, terminate this Agreement or suspend maintenance services. In addition, maintenance coverage will automatically terminate with respect to any copies of Software.

3. Scope of Maintenance

During the maintenance term, Cloudion agrees to basic maintenance services. Basic maintenance services shall consist of:

(a) Bug Fix

Cloudion shall be responsible for using all reasonable diligence to correct verifiable and reproducible Bugs when reported to Cloudion in accordance with its standard reporting procedures. The Bug Fix, when completed, may be provided in the form of a “temporary fix,” consisting of sufficient programming and operating instructions to implement the Bug Fix.

(b) Staff

Cloudion shall maintain a trained staff capable of rendering the Software set forth in this Agreement.

4. Exceptions

The following matters are not covered by basic maintenance:

- (a) Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
- (b) Any problem caused by modifications in any version of the Software not made or authorized by Cloudion;



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- (c) Any problem resulting from programming other than the Software or equipment;
- (d) Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by Cloudion; or
- (e) Bugs in any version of the Software other than the most recent Release, provided that Cloudion will continue to support superseded Releases for a reasonable period, not to exceed fourteen (14) days, sufficient for Customer to implement the newest Release.

5. Cooperation of the Customer

- (a) The Customer agrees to notify Cloudion promptly following the discovery of any Bug. Further, upon discovery of a Bug, the Customer agrees, if requested by Cloudion, to submit to Cloudion a listing of output and any other data that Cloudion may require in order to reproduce the Bug and the operating conditions under which the Bug occurred or was discovered.
- (b) The customer agrees to provide sufficient content materials in order to prevent the Software result in delay.

6. Software License

- (a) All Software can only be used by the Authorized End Users.
- (b) Unless otherwise specified in an Invoice duly accepted by Cloudion, the Customer forbids to resale, transfer or rental the Software.

7. Limitation of Liability; Exclusion of Consequential Damages

IN NO EVENT SHALL CLOUDION BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY NATURE IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES OR SOFTWARE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF: BUSINESS PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION OR DATA STORAGE, GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF CLOUDION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Terms and Conditions

In the event of there being conflicts between the terms and conditions that constitute an Agreement, the conflicts shall be resolved in accordance with the following order of priority so that the terms and conditions of a higher priority shall prevail over those of a lower priority:

- (a) Invoice; and
- (b) Quotation;

9. Governing Law

These Terms and Conditions shall be governed by the laws of Hong Kong Special Administrative Region and the parties agree to submit to the exclusive jurisdiction of courts of Hong Kong.