

SERVICES LEVEL AGREEMENT

**for users of the DataVio platform
operated by NOVATION SOLUTIONS
LIMITED**

This Services Level Agreement (this “**Agreement**”) governs the provision of the Services (as defined below) by NOVATION SOLUTIONS LIMITED, a limited liability company incorporated and validly existing under the laws of Hong Kong SAR with its registered address at 22/F, Remington Centre, 23 Hung To Road, Kwun Tong, Kowloon, Hong Kong (“**NOVATION**”) and you (as defined below). This Agreement applies separately to each account registered to use the Services.

1 DEFINITIONS

1.1 In this Agreement:

“**Affiliate**” of a person means any other person that directly or indirectly Controls, is Controlled by or is under common Control with the first-mentioned person.

“**Applicable Laws**” shall have the meaning ascribed to it in Clause 3.1.

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays in Hong Kong SAR) on which banks are open for normal banking business in Hong Kong SAR.

“**Confidential Information**” means any and all information (whether written, electronic or oral, and regardless of whether it is specifically designated as confidential) disclosed or made available to you by or on behalf of NOVATION in connection with this Agreement or in contemplation of a possible business relationship, which information is non-public, confidential, sensitive or proprietary in nature including, but is not limited to:

- (a) any information, knowledge or data which are of an intellectual, technical, scientific, commercial, operational, administrative, economic, marketing, planning, trade secrets, research, know-how, business or financial nature, or in the nature of intellectual property of any kind, whether or not in relation to this Agreement and howsoever disclosed, including copies and reproductions thereof;
- (b) all materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, diagrams, workflow information, specifications and configurations of NOVATION;
- (c) all information relating to and/ or contained in NOVATION’s computer systems, including the related hardware, software, data and documentation;
- (d) any information specifically designated by NOVATION as private and/ or confidential including but not limited to customer name, address, email, personal details or other identifying data; any information supplied to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of NOVATION or any future business; and
- (e) any information which is not in the public domain and in which NOVATION has a business, proprietary or ownership interest or has a legal duty to protect, including the existence of this Agreement.

“**Customer Data**” means any data and information uploaded or inputted by you or with your authority to the DataVio with the use of the Services.

“**DataVio**” means the “Document Management Services on Cloud” platform under the domain hosted and operated by NOVATION, to which the Subscriber could access for the use of the Services by virtue of its subscription of the Services.

“Document Management Services” or **“DMS”** means the services made available to the Subscriber via DataVio. Such services include, but are not limited to, [the scanning of Documents in paper form, the conversion of such paper Documents into digital format, the recognition and extraction of Customer Data from the scanned paper Documents or uploaded electronic files into Metadata, and transfer of such Metadata to the relevant Subscriber’s backend system].

“Documents” mean the documents, including but not limited to business documents, in paper or electronic formats provided to NOVATION by the Subscriber via DataVio for use of the Document Management Services.

“Fees” means the fees the Subscriber pays to NOVATION for the Services in accordance with Clause 5 below.

“Implementation Services” means the services identified as such in Clause 19 of **Schedule 1**.

“Indemnified Persons” shall have the meaning ascribed to it in Clause 7.1.

“Initial Term” shall have the meaning ascribed to it in Clause 18.

“Intellectual Property Right” means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Losses” means any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including any investigative, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding).

“Managed Services” means the services identified as such in Clause 20 of **Schedule 1**.

“Metadata” means the information pertaining to the Customer Data automatically or manually generated by NOVATION or via DataVio during the Subscriber’s use of DataVio.

“Parties” means NOVATION and you, and individually a **“Party”**.

“Recurring Fees” means the monthly subscription fees which are identified as such in **Schedule 2**.

“Services” means the [Document Management Services made available to the Subscriber by NOVATION by means as requested by the Subscriber, the Implementation Services, the Managed Services, and the Support and Maintenance Services].

“Hong Kong SAR” means the Hong Kong Special Administrative Region.

“Subscriber” means the person who registers to use the Services, and, where the context permits, includes any entity on whose behalf that person registers to use the Services.

“Support and Maintenance Services” means the services identified as such in **Clause 21**.

“Terms and Conditions” means the terms and conditions of the use of the Website accessible on the Website.

“Transaction Fees” means the fees payable per impression of digitalised page which are

identified as such in **Schedule 2**.

“**Website**” means the web portal operated by NOVATION providing access to DataVio at the address of www.novsn.com/datavio (as amended by NOVATION from time to time).

“**you**” means the Subscriber and “**your**” has a corresponding meaning.

“**HK\$**” means Hong Kong dollars, the lawful currency of HKSAR.

- 1.2 By accessing DataVio and using the Services, you acknowledge and agree that you have fully read, understand all the responsibilities, obligations and potential liabilities borne by you completely and voluntarily enter into this Agreement. You acknowledge and agree that you may contact the customer services of NOVATION through- sales@novsn.com at any time, and that you have consulted independent legal and professional advice prior to entering into this Agreement.

2 USE OF SERVICES

- 2.1 NOVATION grants you the right to access and use the Services including those as detailed in **Schedule 1** of this Agreement.
- 2.2 The right granted to you pursuant to Clause 2.1 is non-exclusive, non-transferable, and limited by and subject to this Agreement.

3 SUBSCRIBER’S OBLIGATIONS

- 3.1 You shall only access DataVio and use the Services for your own lawful business purposes, in accordance with the terms of this Agreement, the Terms and Conditions, any notices sent by NOVATION, other conditions posted on the website of NOVATION, and all applicable laws, regulations, orders or restrictions in the relevant jurisdictions (the “**Applicable Laws**”).
- 3.2 You shall ensure that the Customer Data uploaded or inputted to DataVio do not involve any infringement, misappropriation or unauthorised manipulation of the intellectual property rights, right of privacy or other legitimate rights and interests of any third party and that the uploading and inputting of the Customer Data to DataVio does not violate any Applicable Laws. If the uploading and/ or inputting of any Customer Data to DataVio, whether or not for the purpose of the use of the Services, is found to be or is likely to be in violation of the Applicable Laws and has resulted in any direct or indirect Losses or damages suffered by NOVATION or NOVATION’s officers, directors, shareholders, beneficialowners, employees, sub-contractors, agents or Affiliates thereof, you shall indemnify NOVATION in accordance with Clause 7 below.
- 3.3 You shall ensure that the Customer Data and information is transmitted or in any way delivered to DataVio in a secure and confidential manner.
- 3.4 You hereby agree and permit NOVATION to register you as a Subscriber of the Services on DataVio, and receive and process the Documents and generate Metadata on DataVio for the purpose of the provision of the Services.
- 3.5 You shall comply with Clause 5 of this Agreement and pay the Fees to NOVATION without any delay.
- 3.6 You agree and allow NOVATION to use your name for marketing purposes and disclose your information to any third party for such purposes.

4 NOVATION’S OBLIGATIONS

- 4.1 NOVATION shall use its reasonable endeavours to ensure the standard of the Document Management Services by:

- (a) ensuring that the Document Management Services are provided and maintained in a reliable, professional and state of the art manner;
- (b) protecting NOVATION's own data systems against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties; and
- (c) notifying you, as soon as reasonably practicable, if it observes disturbances or errors within its domain of responsibility, which may endanger the fulfilling of agreed tasks.

4.2 NOVATION's obligations under Clause 4.1 and its provision of the Services do not apply to any unavailability, suspension or termination of the Services or any other Services performance issues:

- (a) in the event that NOVATION is under a denial of service (DoS) attack;
- (b) that result from a suspension based on illegal content management;
- (c) caused directly or indirectly by factors outside of NOVATION's reasonable control, including any force majeure event or Internet access or related problems;
- (d) that result from any actions or inactions of any third party;
- (e) that result from any problems of your equipment, software or other technology and/ or third party equipment, software or other technology (other than third party equipment within NOVATION's reasonable control); or
- (f) arising from NOVATION's suspension or termination of your rights to use the Services.

5 FEES AND PAYMENT TERMS

5.1 You shall pay fees as set out in **Schedule 2** to this Agreement to NOVATION for the supply of the Services to you, which shall comprise:

- (a) the Recurring Fees; and
- (b) the Transaction Fees,

(collectively, the "**Fees**").

5.2 The Fees are exclusive of amounts in respect of goods and services tax (GST), sales or other tax applicable (if any) for the time being prescribed by law. You shall, on receipt of a valid GST invoice from NOVATION, pay to NOVATION any additional amounts in respect of GST as are chargeable on the supply of the Services.

5.3 NOVATION shall be entitled to vary the Fees at any time during the term of this Agreement by providing you with one month's notice in writing.

5.4 NOVATION shall render its invoices to you electronically to the e-mail address provided by you on DataVio within one week from the start of each calendar month for all sums incurred under this Agreement in the preceding calendar month.

5.5 You shall pay such Fees in full and in cleared funds via bank transfer to NOVATION's bank account within 15 days from the invoice date, subject to further arrangements that may be implemented by NOVATION and notified to you from time to time. Details of NOVATION's bank account will be set out in the invoice.

- 5.6 In the event you fail to make any payment due to NOVATION under this Agreement by the due date for payment, including but not limited to any late payment of all or any part of the Fees, then without limiting any other remedies that NOVATION shall be entitled to under the terms of this Agreement or at law, you shall pay interest on the overdue amount at the rate of 2% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment NOVATION reserves the rights to further charge you for any costs and expenses incurred in handling and collecting any outstanding amounts under this Agreement.

6 ACCESS AND USAGE CONDITIONS

- 6.1 You must ensure that all login credentials required to access the Services are kept secure and confidential. You must immediately notify NOVATION of any unauthorised use of your login credentials or any other breach of security. NOVATION will reset your password promptly and you must take all other actions that NOVATION reasonably deems necessary to maintain or enhance the security of NOVATION's computing systems and networks and your access to DataVio and the use of the Services.

- 6.2 As a condition of using the Services, when accessing DataVio and using the Services, you must:

- (a) not attempt to undermine the security or integrity of NOVATION's computing systems or networks;
- (b) not use, or misuse, the Services in any way which may impair the functionality of the Services or the DataVio, or other systems used to deliver the Services or impair the ability of any other user to access the DataVio or use the Services;
- (c) not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services are hosted;
- (d) not transmit, upload, or input to the DataVio or through the use of the Services, any files that may damage any other person's computing devices or software, or content that may be offensive, or material or Customer Data in violation of the Applicable Laws (including Customer Data or other material protected by copyright or trade secrets which you do not have the right to use); and
- (e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programmes used to deliver the Services except as is strictly necessary to use either of them for normal operation and with the written consent of NOVATION.

7 INDEMNITY

- 7.1 You shall indemnify NOVATION and all of NOVATION's officers, directors, shareholders, beneficial owners, employees, sub-contractors, agents and Affiliates thereof (the "**Indemnified Persons**") against any cost, claims, damage, expense, loss or liability (as to the amount of which the certificate of NOVATION will, in the absence of manifest error, be conclusive) which NOVATION and/ or the Indemnified Persons, either directly or indirectly, may suffer or incur, or has suffered or incurred, as a consequence of the occurrence of (a) any acts or omissions by you in the use of DataVio constituting an actual or likely breach of the terms of this Agreement, the Terms and Conditions, any notices sent by NOVATION, other conditions posted on the website of NOVATION or any Applicable Laws, (b) any viruses, worms, Trojan horses or any contaminating or destructive software introduced by you, (c) any such obligation you may have to NOVATION, including, but not limited to, any costs and expenses relating to the recovery of any Fees that are due but have not been paid by you, or (d) any claim of whatsoever nature by any third party against you or NOVATION, or otherwise in connection with this Agreement.

- 7.2 In no event shall NOVATION be liable for any loss of profits, business, data or information or for any incidental, indirect, special or consequential damages whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of these Losses or damages. NOVATION shall not be liable for any Losses arising out of or relating to any of its actions or omissions to act under this Agreement, except to the extent that any such Losses are caused by the wilful misconduct, fraud or negligence of NOVATION.
- 7.3 You shall pay to NOVATION on demand on a full indemnity basis all stamp, documentary, registration or other like duties or taxes, including withholding taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with this Agreement, or the provision of the Services.
- 7.4 NOVATION shall be entitled to rely upon without further enquiry any communication or instructions which NOVATION believes in good faith to be given or made by you (whether through the use of the Services or by any other means), irrespective of any error or fraud contained in the communication or instructions or the identity of the individual who sent the communication or instructions and you shall indemnify and hold NOVATION and the Indemnified Persons harmless from and against all actions, proceedings, costs, claims, demands, expenses or Losses of any nature (direct or indirect) which NOVATION or the Indemnified Persons may suffer, incur or sustain as a consequence of accepting and/ or acting upon any such communication or instructions.

8 CONFIDENTIALITY AND PRIVACY

8.1 Confidentiality

- (a) Except with the written consent of NOVATION, you shall keep confidential and shall not disclose to any person or use directly or indirectly for your own or any other person's benefit (other than to your employees and directors whose duties will require them to possess any of such Confidential Information for the due performance by it of its obligations under this Agreement) any Confidential Information disclosed by NOVATION.
- (b) This clause shall not apply to any information which at the time it is disclosed, made available or otherwise provided by NOVATION, is in the public domain and shall cease to apply to any information which subsequently becomes publicly available, other than as a consequence of any breach by you (or your officers, directors, shareholders, beneficial owners, employees, sub-contractors, agents and Affiliates) of this clause.
- (c) You agree that if it is required by any Applicable Laws, court or governmental or regulatory authority to disclose any Confidential Information, you shall:
- (i) immediately notify the NOVATION in writing, or through sales@novsn.com prior to such disclosure, and
 - (ii) disclose only the minimum amount of information to meet the obligations of disclosure imposed by such Applicable Laws, court or governmental or regulatory authority.
- (d) You shall take all reasonable steps to minimise the risk of disclosure of any Confidential Information disclosed, made available or otherwise provided by NOVATION by ensuring that only your employees, directors or Affiliates, whose duties will require them to possess any of such Confidential Information shall have access to the Confidential Information and only on a "need-to-know" basis, and that such employees, directors or Affiliates shall be instructed to treat the same as confidential and shall be under a written contractual restriction on non-disclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement.

- (i) You acknowledge that no person by disclosing any Confidential Information of NOVATION, grants any licence, right or interest in or to any such Confidential Information. All Confidential Information of NOVATION shall remain the sole property of NOVATION and you agree to destroy all materials containing such Confidential Information (including all copies made by you) and provide NOVATION with confirmation in writing that you have destroyed all such materials within 5 Business Days of written request by NOVATION.
- (ii) The obligations contained in this Clause 8 shall endure, even after the termination of this Agreement, without limit in point of time except and until any Confidential Information enters the public domain as set out above.

9 INTELLECTUAL PROPERTY

All rights, title and interest, whether legal or beneficial and including all Intellectual Property Rights, in DataVio, the Services, and any documentation relating to the abovementioned shall remain the sole and absolute property of NOVATION or the relevant third-party owners (as the case may be), or their licensors (if any), and you shall have no rights in or to DataVio and the Services, other than the right to use it in accordance with the terms of this Agreement.

10 OWNERSHIP OF CUSTOMER DATA

10.1 As between you and NOVATION, you are and shall remain the sole and exclusive owner of all rights, title and interest, whether legal or beneficiary and including all Intellectual Property Rights, in and to the Customer Data, subject to the rights and permissions granted in Clause 10.2.

10.2 You hereby irrevocably grant all such rights and permissions in or relating to the Customer Data as are necessary to NOVATION to enforce this Agreement and to exercise NOVATION's rights and perform NOVATION's obligations hereunder, including such rights and permissions to use, copy, transmit, store, and back-up your Customer Data and performing data-analytical functions on the Customer Data for the purposes of providing the Services and enabling you to access the DataVio, and for any other purpose related to the provision of Services to you.

11 DATA PROTECTION, INFORMATION SECURITY AND COMPLIANCE WITH POLICIES

11.1 You must maintain copies of all Customer Data uploaded or inputted to the DataVio.

11.2 NOVATION shall have the right to retain all Customer Data for at least [three (3) calendar months] from the date that such Customer Data was uploaded to or used by the DataVio. You expressly acknowledge that NOVATION may reveal or give access to the Customer Data to other organisations within NOVATION and its Affiliates and waive any obligation of confidentiality and give your full consent to the foregoing.

11.3 You shall be responsible for taking reasonable and prudent measures in accordance with good industry practice to safeguard the security of the Customer Data in your possession, including but not limited to maintaining appropriate firewalls, encryption and anti-virus protection.

11.4 NOVATION adheres to its best practice policies and procedures to prevent data loss, but does not guarantee that there will be no loss of Customer Data. NOVATION expressly excludes liability for any loss of Customer Data no matter how caused, whether or not NOVATION is at fault.

11.5 You expressly acknowledge that NOVATION may store the Customer Data on any cloud platform maintained by third party service providers, subject to appropriate standards under the Applicable Laws. For the avoidance of doubt, NOVATION shall not be liable for any direct or indirect loss or harm you or your customers may suffer or incur in connection with the cloud platform maintained by third party service providers.

- 11.6 To the extent that any Customer Data is lost or damaged due to any act or omission of NOVATION, NOVATION shall take such steps to restore the relevant Customer Data as commercially reasonable in the circumstances. For this purpose, you shall provide NOVATION with such back-ups of the lost or damaged Customer Data as you are responsible for maintaining it.
- 11.7 By agreeing to use the Services, you expressly consent and grant NOVATION all rights and permissions in or relating to the collection, usage and storage of Customer Data by NOVATION and/ or its Affiliates, for the purposes of (i) improving our services to you, (ii) measuring the effectiveness of our services to you, and (iii) developing new services. In the event NOVATION requires the sharing and transfer of Customer Data to other third parties for any purpose, NOVATION will inform you and seek your consent separately.
- 11.8 NOVATION maintains a privacy policy that sets out the Parties' obligations in respect of your information. The privacy policy forms a part of this Agreement and all Customer Data will be handled in accordance with the privacy policy.

12 WARRANTIES AND ACKNOWLEDGEMENTS

- 12.1 By entering into this Agreement and/ or your use of DataVio and/ or the Services, you represent and warrant to and for the benefit of NOVATION, that during the term of this Agreement, you:
- (a) are duly incorporated and validly existing under the laws of your country of incorporation;
 - (b) have the corporate power to own your assets and to carry on your business as it is now being conducted;
 - (c) have the corporate power to enter into, perform your respective obligations under this Agreement;
 - (d) have taken all necessary corporate action to authorise entry into this Agreement;
 - (e) confirm that your entry into, exercise of your rights and/ or performance of or compliance with your obligations under this Agreement and the transactions contemplated hereby do not and will not violate or conflict any Applicable Laws, your constitutive documents (where applicable), or any agreement or arrangement to which you are a party or which is binding on you or your assets;
 - (f) confirm that you have obtained from all necessary approvals, consents and waivers where necessary or any such matters as may be required to carry out your obligations under this Agreement and the transactions contemplated under this Agreement or as may be required by the Applicable Laws;
 - (g) confirm that the obligations herein are valid, binding and enforceable to you; and
 - (h) are aware that DataVio and the Website can be accessed from countries around the world and may contain references to services and content which are not available in your country, and you are residing in a jurisdiction where it is not prohibited by law to offer or use the Services. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.
- 12.2 You acknowledge that:
- (a) you are authorised to access DataVio, use the Services, and to access the Customer Data that you upload or input to DataVio through the use of the Services, including any Customer Data input to DataVio by any person you have authorised to use the Services,

and you are also authorised to access and retrieve the Metadata and processed Customer Data that is made available to you through your use of the Services;

- (b) NOVATION has no responsibility to any person other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you. If you use the Services on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
- (i) you are responsible for ensuring that you have the right to do so;
 - (ii) you are responsible for authorising any person who is given access to the Customer Data, and you agree that NOVATION has no obligation to provide any person access to such Customer Data without your authorisation and may refer any requests for information to you to address; and
 - (iii) the provision of, access to, and use of, the Services is on an “as is” basis and at your own risk.

12.3 NOVATION does not warrant that the access to DataVio and the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing DataVio or the use of Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to DataVio or use of the Services. NOVATION is not in any way responsible for any such interference or prevention of your access to DataVio or use of the Services.

12.4 NOVATION is merely the provider of DataVio and the Services. The access to DataVio and the use of the Services does not constitute the receipt of any advice in relation to the content of the Customer Data provided by you to NOVATION.

12.5 It is your sole responsibility to determine that the Services meet the needs of your business and are suitable for the purposes for which they are used.

12.6 You remain solely responsible for complying with all Applicable Laws including but not limited to laws and regulations related to accounting and tax matters. It is your responsibility to check that storage of and access to your Customer Data via the DataVio and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

12.7 You warrant and represent that you are acquiring the right to access to DataVio and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or this Agreement.

13 NO WARRANTIES

NOVATION gives no warranty about DataVio and the Services. Without limiting the foregoing, NOVATION does not warrant that DataVio and the Services will meet your requirements or that it will be suitable for any particular purpose. For the avoidance of doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

14 LIMITATION OF LIABILITY

14.1 The extent of the Parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

- 14.2 Subject to Clause 14.6, NOVATION's total liability shall not exceed:
- (a) for incidents occurring after the first 12 months of this Agreement, an amount equal to the aggregate Fees paid to NOVATION in the 12-month period immediately preceding the first incident giving rise to the Losses, or
 - (b) for incidents occurring in the first 12 months of this Agreement, an amount equal to the Fees paid to NOVATION during that period.
- 14.3 Subject to Clause 14.6, NOVATION shall not be liable for consequential, indirect or special Losses.
- 14.4 Subject to Clause 14.6, NOVATION shall not be liable for (or required to remedy) any of the following (whether direct or indirect):
- (a) loss of profit;
 - (b) loss of Customer Data and/ or other data;
 - (c) loss of use;
 - (d) loss of production;
 - (e) loss of contract;
 - (f) loss of opportunity;
 - (g) loss of savings, discount or rebate (whether actual or anticipated);
 - (h) harm to reputation or loss of goodwill;
 - (i) damage resulting, directly or indirectly, from any use of, or reliance on, DataVio, the Services or the Website; or
 - (j) any problem arising from or caused by your use of DataVio, the Services or the Website in a manner inconsistent with this Agreement.
- 14.5 We will not be liable for any loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of DataVio and the Services, or to your downloading of any contents or website linked to or relating to DataVio and the Services.
- 14.6 Notwithstanding any other provision of this Agreement, the liability of the Parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other Losses which cannot be excluded or limited by the Applicable Laws.

15 TERMINATION

- 15.1 This Agreement shall continue for the Initial Term as set out in Clause 18 of **Schedule 1**. At the end of the Initial Term, upon your payment of the Recurring Fee for the next billing period 1 month (which shall be received by NOVATION one month before the end of the Initial Term), this Agreement shall be automatically renewed for a successive period of the same duration of the Initial Term.

15.2 Notwithstanding Clause 15.1, either Party may terminate this Agreement by serving on the other Party at least one month's advance written notice.

15.3 If you:

- (a) breach any of the terms under this Agreement and do not remedy the breach within fourteen (14) days after receiving notice of the breach if the breach is capable of being remedied;
- (b) breach any of the terms of this Agreement and the breach is not capable of being remedied (which includes (without limitation) any breach of Clause 3 or any payment of Fees are not paid in full in accordance with the requirements set out in the Clause 5); or
- (c) you or your business become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if you become insolvent, or make any arrangement with your creditors, or become subject to any similar insolvency or bankruptcy event in any jurisdiction,

NOVATION may take any or all of the following actions, at its sole discretion without notice:

- (a) notwithstanding the other terms of this Agreement, terminate this Agreement immediately and your access to DataVio and use of the Services;
- (b) suspend immediately for any definite or indefinite period of time, as the case may be, your access to DataVio and use of the Services; or
- (c) suspend or terminate your access to all or any Customer Data you have uploaded or inputted to DataVio, and the Metadata immediately.

15.4 For the avoidance of doubt, if payment of any Fees due in relation to you, any of your billing contacts or any of your organisations is not made in accordance with the requirements set out in Clause 5, NOVATION may immediately suspend or terminate your (and your organisations') access to DataVio, use of the Services, or right to access to all or any Customer Data you have uploaded or inputted to DataVio and the Metadata.

15.5 If this Agreement, your (and your organisations') access to DataVio, use of the Services, or right to access to all or any Customer Data is terminated pursuant to Clause 15.3, NOVATION will not be subject to any liabilities, and you shall not be entitled to any rights to make any claims against NOVATION.

15.6 Termination of this Agreement is without prejudice to any rights and obligations of NOVATION accrued up to and including the date of termination. Upon any expiration or termination of this Agreement for any reason:

- (a) all rights, licences, consents and authorisations granted by NOVATION to you hereunder shall immediately terminate;
- (b) you shall immediately cease all use of DataVio and the Services;
- (c) you shall promptly within five (5) Business Days (i) return to NOVATION, or at NOVATION's written request destroy all documents and tangible materials containing, reflecting, incorporating, or based on any Confidential Information, (ii) permanently erase all Confidential Information from all systems you directly or indirectly control, and (iii) certify to NOVATION in a signed written instrument that you have complied with the requirements of this Clause; remain liable for any accrued Fees, charges and amounts which become due for payment before or after termination of this Agreement;

- (d) NOVATION shall refund to you any Fees paid in advance for Services that NOVATION has not performed as of the effective date of Termination; and
- (e) you shall pay all previously accrued but not yet paid Fees on receipt of NOVATION's invoice therefor.

15.7 Clauses 7, 8, 9, 13, 14, 15.5, 15.6, 16 and 17 shall survive the expiry or termination of this Agreement.

16 MISCELLANEOUS

16.1 Entire Agreement

This Agreement, together with the privacy policy, [acceptable use policy], and cookies policy of NOVATION and [terms and conditions of the Website (accessible on the Website)] as may be amended from time to time, constitutes the entire agreement between you and NOVATION, and supersedes and extinguish all previous agreements, representations (whether oral or written) and understandings between you and NOVATION, relating to the DataVio and the Services.

16.2 No Waiver

- (a) A failure or delay in exercising any right or remedy under this Agreement by NOVATION shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy by NOVATION, including but not limited to the right to charge the interests for the late payment of any Fees under Clause 5, shall not prevent the further exercise of that right or remedy by NOVATION. A waiver of a breach of this Agreement by NOVATION shall not constitute a waiver of any other breach.
- (b) No wavier shall be effective unless made in writing by NOVATION.

16.3 Delays

NOVATION will not be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control.

16.4 No Assignment

NOVATION may assign or transfer any of NOVATION's rights under this Agreement to any person. You shall not assign or transfer your rights and obligations under this Agreement without the prior written consent of NOVATION.

16.5 Personal Data Protection

You and NOVATION both undertake to comply with the data protection laws (including the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong SAR) and all guidelines issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong SAR data protection laws (including the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong SAR) and all guidelines issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong SAR in respect of all "personal data" (as defined in the PDPA), including but not limited to any personal data contained in the Confidential Information, Metadata exported from DataVio and/ or the Customer Data.

16.6 Invalidity

- (a) The provisions of this Agreement shall be severable and the illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of any other provision hereof, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.
- (b) If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction:
 - (i) that provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the Parties as recorded in this Agreement; or
 - (ii) the Parties shall negotiate in good faith to agree any revision necessary to make the provision legal, valid and enforceable so as best to give effect to the intention of the Parties as recorded in this Agreement.

16.7 Notices

Any notice given under this Agreement by either Party to the other must be in writing by e-mail and will be deemed to have been given on transmission. Notices to NOVATION must be sent to sales@novsn.com or to any other e-mail address notified by e-mail to you by NOVATION. Notices to you will be sent to the e-mail address which you provided when you register with DataVio.

16.8 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to the principles of conflict of laws of any jurisdiction.
- 17.2 You and NOVATION irrevocably agree that the Hong Kong courts shall have non-exclusive jurisdiction in relation to any claim, dispute or difference arising from or relating to this Agreement or any matter arising therefrom and both you and NOVATION irrevocably waives anyright that it may have to object to an action being brought in those courts, to claim that the actionhas been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

IN WITNESS WHEREOF the authorised signatories of the Parties have hereunto set their respective hands the day and year first above written.

NOVATION

SIGNED by

Duly authorised

For and on behalf of

NOVATION SOLUTIONS LIMITED

in the presence of:

Witness' signature

Name:

Address:

SUBSCRIBER

SIGNED by

Duly authorised

For and on behalf of

in the presence of:

Witness' signature

Name:

Address:

SCHEDULE 1 SERVICES

18 TERM OF AGREEMENT

The initial term of this Agreement shall be the period of [one year from the date of this Agreement (the “**Initial Term**”), and will be automatically renewed subject to Clause 15.1].

19 IMPLEMENTATION SERVICES

NOVATION shall provide you with the following Implementation Services by way of implementation and set-up in preparation for provision of the Managed Services as follows and in accordance with the terms of this Agreement:

For the provision of the Document Management Services through a set of web pages located under the domain operated by NOVATION in relation to the DataVio, and at the Website, NOVATION shall provide you with the relevant user accounts to the Website within 3 Business Days of the date of this Agreement (the “**Implementation Services**”).

20 MANAGED SERVICES

20.1 Subject to Clause 20.2 below, NOVATION shall provide you with the following Managed Services as follows and in accordance with the terms of this Agreement:

For the provision of the Document Management Services through the Website, NOVATION shall make available to you access to the Website through the relevant user accounts of the Subscriber at all times from commencement of access pursuant to Clause 19 above until the termination of this Agreement (the “**Managed Services**”).

20.2 While NOVATION intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services and/ or the Website may be unavailable in order to permit maintenance or other development activity to take place. If for any reason NOVATION has to interrupt the Services for longer periods than NOVATION would normally expect, NOVATION will use reasonable endeavours to publish in advance details of such activity on the Website.

21 SUPPORT AND MAINTENANCE SERVICES

21.1 In the case of technical problems, you must make all reasonable efforts to investigate and diagnose problems before contacting NOVATION.

21.2 NOVATION shall provide the following Support and Maintenance Services in respect of any system failures, security incidents or other emergency situations in its provision of the Managed Services to you as follows and in accordance with the terms of this Agreement:

- (a) Support provided: Online on the Website, by email at sales@novsn.com, or by telephone at +852 3699 3111.
- (b) Support hours: 9:00 a.m. to 6:00 p.m. (Hong Kong Time) on Monday to Friday on Business Days. NOVATION shall respond to all incidents reported within one Business Day.
- (c) Support duration: From the commencement of the Services until the termination of this Agreement,

(collectively, the “**Support and Maintenance Services**”).

- 21.3 The Support and Maintenance Services provided by NOVATION under this Agreement do not include services made necessary as a result of the misuse of online facility or software or alteration or modification of equipment other than in accordance with NOVATION’s instructions.

**SCHEDULE 2
FEES**

Subscription Type	Fees	Excess image rate
Starter Included 500 pages, 1 admin, 1 supervisor, 3 operators	HKD 180 per month	HKD \$0.72 per page
Professional Included 2,000 pages, 1 admin, 2 supervisors, 6 operators	HKD 600 per month	HKD \$0.60 per page