

1. Definitions and Interpretation

1.1. Except to the extent expressly provided otherwise, the terms when used in this Agreement shall have the meanings set forth below:

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party (where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity).

"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 the relevant Order Documents;
- (b) **Hardware Price.** "Hardware Price" shall refer to those prices payable by the Client to Shiji for the purchase of Hardware, as set forth in the relevant Order Documents;
- (c) **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 the relevant Order Documents; and/or
- (d) **Training Fees.** "Training Fees" shall refer to:
 - a 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 Shiji for uploading to, transmission by or storage on the platform; or generated by the platform as a result of the use of the Products and Services by the Client;

"Covered Products" means any Product covered by the Support and Maintenance as set out in Schedule III;

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

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

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

"Data Processing Agreement" ("DPA") reflects the Client's and Shiji agreement with respect to the Processing of Personal Data by Shiji on behalf of the Client in connection with Shiji Products provided under the Agreement. The term "DPA" shall include the DPA and its Annexes.

"Effective Date" means Effective Date as stated in the Master Services Agreement;

"**Force Majeure Event**" means an exceptional event, or a series of related events, that (a) is outside the reasonable control of the party affected, (b) such party could not reasonably foresee before entering into the Agreement (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);

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"**Intellectual Property**" means such property to which the Intellectual Property Rights are attached;

"**Highly Sensitive Information**" is that subset of Personal Data whose unauthorized disclosure or use could reasonably entail enhanced potential risk for the data subject;

"**Master Services Agreement**" means this Agreement;

"**Payment Card Data**" includes full PAN, cardholder name, expiry date, service code, sensitive authentication data (e.g. EMV Chip Data, Encrypted PIN block);

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

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

- (a) "**Consulting Services**" means any professional and Consulting Services not otherwise explicitly defined or provided herein, including, e.g., without limitation, "gap analyses", analyses of the Client legacy product features and functionality, and consultation for feature enhancements and modifications;
- (b) "**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 the Client hereunder;
- (c) "**Software**", "**Software as a Service**", "**SaaS**" means subscription to access and use the Software and any services that Shiji is providing to the Client hereunder;

"**Site(s)**" means the locations at which the Client is authorized to use or store the Products and Services;

"**Shiji**" means Shiji identified in the Master Services Agreement;

"**Shiji Agents**" means anyone who processes a payment transaction;

"**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;

"**Subscription Period**" refers to a period of time as defined in the Order Document, and each Subscription Period shall commence on the date defined in the Order Documents;

"**Support and Maintenance for Hardware**" refers to the services described more particularly in clause 4 of this Agreement;

"**Support and Maintenance Period**" refers to a period of time as defined in the Order Document, and each Subscription Period shall commence on the date defined in the Order Documents;

“**Support Services**” refers to the services described more particularly in clause 3 of this Agreement;

“**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 the Client under this Agreement;

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

“**Order Document**” shall mean Statement of Work, Property Services Agreement, Participation Agreement, Change Order, Service Order or any other agreement initiating the provision of Products or Services by Shiji.

“**Participating Hotel**” shall mean any of Client’s or Client’s Affiliate(s) hotels, casinos, casino hotels, resorts, inns, motels, apartment houses, extended residences, timeshares, fractionals, condominium hotels, branded residencials, vacation ownership, transient rooms, service suites, cruise ships, tour boats, steam boats, or other similar establishment, and (ii) any other manner of transient occupancy, which has signed the relevant Order Document OR any (i) hotels, casinos, casino hotels, resorts, inns, motels, apartment houses, extended residences, timeshares, fractionals, condominium hotels, branded residencials, vacation ownership, transient rooms, service suites, cruise ships, tour boats, steam boats, or other similar establishment, and (ii) any other manner of transient occupancy, which are owned, franchised, managed or operated by Client or its Affiliates and are has signed the relevant Order Document.

1.2. The subject of this Agreement is the:

1.2.1. 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

1.2.2. use of Shiji Software as a Service (“**SaaS**”) by the parties; and/or

1.2.3. delivery of Third Party Hardware or Software by Shiji to the Client; and/or

1.2.4. delivery of Shiji Installation, Training and Consulting Services by Shiji to the Client, the Professional and Consulting Services; and/or

1.2.5. Support and Maintenance Services.

All of the above is collectively referred to as “**Products**” and shall be in mentioned in this Agreement and the respective Order Document where applicable.

1.3. In addition, the following applies:

1.3.1. The terms and conditions set out in this Agreement apply to all legal transactions envisaged by this Agreement and later signed Order Documents, unless expressly agreed otherwise between the parties; and

1.3.2. the “Data Processing Agreement” attached hereto in Schedule I of this Agreement.

- 1.4. Shiji expressly objects to any counter provisions by the Client, referring to his own terms and conditions.
- 1.5. Any manual changes/additions/deletions to the terms and conditions set out in this Agreement will be deemed as non-applicable unless counter-signed by both parties.
- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 1.8. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.10. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12. A reference to writing or written includes fax and email.
- 1.13. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15. Subject to the limitations set forth in clause 1.16. any Affiliate of Client and/or any Participating Hotel may sign Order Documents and thereafter will become a party to this Agreement
- 1.16. Shiji reserves the right to reject an Order Document based on important reasons.
- 1.17. Any Affiliate of Shiji may sign Order Documents and thereafter will become a party to this Agreement.

2. Term and Timeline

- 2.1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided for in this Agreement (“**Term**”).
- 2.2. This Agreement shall automatically renew for subsequent Subscription Periods and/or Support and Maintenance Periods, unless:
 - 2.2.1. the Client provides to Shiji written notice of its election not to renew this Agreement at least ninety (90) days prior to end of the then-current Subscription Period/Support and Maintenance 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 ninety (90) days prior to the expiry of a relevant Subscription Period/Support and Maintenance Period; or

- 2.2.2. Shiji provides to the Client written notice of its election not to renew this Agreement at least ninety (90) days prior to the end of a Subscription Period/Support and Maintenance Period or otherwise terminate 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 ninety (90) days prior to the expiry of a relevant Subscription Period/Support and Maintenance Period.
- 2.3. Upon termination of this Agreement for any reason, all rights and subscriptions (with the exception of any rights related to any Hardware) granted to the Client shall end, and the Client and all Authorized Users shall cease using the Products and Services.

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

The provisions of this clause 3 only apply to the provision of 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 the 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. The 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 to any third party 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 the Client shall at all times be within the sole discretion and control of the 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.
- 3.6. 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.
- 3.7. 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.

- 3.8. 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 Force Majeure Events set forth in this Agreement.
- 3.9. 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 clause 7 below.
- 3.10. 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.

Support and Maintenance for Software as a Service

- 3.11. Shiji shall provide the Support Services to the Client during the Term. The Support Services include the call centre support available on a 24/7 basis (twenty-four hours per day, seven days per week) during the Term.
- 3.12. 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

- 3.13. 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. If the Client informs Shiji about the legislative amendments in writing, Shiji shall use its best endeavour to modify the Software within a reasonable period of time.

Disclaimer of Warranties

- 3.14. 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.
- 3.15. Neither party shall have any liability with respect to the performance of third party software components or third party services. Shiji provides no warranties, expresses or implied, with regards to third party software components, and Shiji will not be liable for any failure of any third party component to function as expected or intended.

PCI DSS

- 3.16. Where Shiji receives Payment Card Data, Shiji shall and shall cause Shiji Agents and the Services at all times to comply with the Payment Card Industry Data Security Standards (including the Payment Application Data Security Standards), as amended or updated from time to time (the "PCI -DSS").

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

- 3.17.1. 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 to be 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.
- 3.17.2. At a minimum, the Client's safeguards for the protection of Personal Information shall include:
 - 3.17.2.1. limiting access of Personal Data or highly sensitive information to Authorized Users;
 - 3.17.2.2. implementing appropriate personnel security and integrity procedures and practices (including, but not limited to, conducting background checks consistent with applicable law); and
 - 3.17.2.3. providing appropriate privacy and information security training to Client's employees.
 - 3.17.2.4. ensuring ensuring that all users can be clearly identified in the systems and services and that login credentials are not shared among the users: and
 - 3.17.2.5. implementing strong password policy including: required password retention period, length, complexity, password history, account lockout after number of unsuccessful login attempts, maximum time of a session and automatic termination of idle session.

For a more detailed description of PCI Security Standards requirements related to identity and access management please see the official PCI DSS documents.

- 3.17.3. During the term of each Authorized User's employment by the Client, the Client shall at all times cause such Authorized User 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.

4. Specific Provisions applicable to Hardware

The provisions of this clause 4 only apply for the order, delivery and warranty processing of Hardware

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 the Client delivers written notice of a claim to Shiji within ten (10) days after delivery of the Hardware to the 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 the 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 clause do not apply to Hardware returned for warranty service. The import charges and other incidental charges incurred by the 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 shall be specified in the relevant Order Documents signed by the Client. During the applicable warranty period, should any part of a Hardware Product 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 and Maintenance Agreement (if applicable) attached hereto in Schedule III of this Agreement.
- 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 the Client request and only after the 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

- 4.6. Limited warranty for Hardware Products: For any warranty period as specified on applicable Order Document, or any other warranty period as agreed in the other agreement (including but not limited to any Order Document), 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 Order Document other agreement (including but not limited to any Order Document).
- 4.7. 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 Order Document, or (c) misused or abused.
- 4.8. Any indications of time/periods contained in offers made by Shiji or in schedules hereto shall be deemed estimated.
- 4.9. 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.
- 4.10. Remedy: Shiji's sole obligation under the warranty itself, 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 the Client.

Shiji's Manufacturer's Warranty for Third Party Hardware

- 4.11. For the Client's convenience Shiji may make Third Party Hardware available to the Client.
- 4.12. 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.
- 4.13. 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.

- 4.14. Should any part of the Hardware subject to manufacturer's warranty proves to be defective in material or workmanship, the 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.
- 4.15. See also explicit reference to Third Party Hardware under applicable Exhibit under the "Order Document".

Support and Maintenance Services for Hardware

- 4.16. If the Client has purchased Support and Maintenance Services, Shiji shall provide the relevant Support and Maintenance Services for Hardware to the Client during the Term.
- 4.17. Shiji shall make available to the Client a helpdesk in accordance with the provisions of Schedule III to this Agreement. Shiji shall provide the Support for the Hardware with reasonable skill and care in accordance with the standards of skill and care at least as good as those expected from a leading service in Shiji's industry.
- 4.18. Shiji shall respond promptly to all requests for Support for the Hardware made by the Client through the helpdesk.
- 4.19. 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 three (3) years, starting on the Effective Date, provided: (i) the Client is not in default hereunder; and (ii) the 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 the Client's negligence, abuse, misuse, or failure to perform routine maintenance and standard operating procedures.

General Provisions

The provisions below apply to any Products and Services provided by Shiji to the Client, including without limitation providing Software as a Service, Consulting Services and Hardware.

5. Installation, Training and Consulting Services

Note that each Order Document may include dedicated Exhibits.

- 5.1. **Installation of Hardware Products:** Shiji and the Client shall establish a mutually agreeable date for installation of the Hardware, as set forth in the relevant Order Document. Installation costs and fees, if applicable, will be stated in the relevant Order Document. The Client recognizes the importance of honouring the scheduled installation date and shall promptly notify Shiji in writing if the Client is required to delay the scheduled installation date. Any such Client written notice of delay shall be provided at least ten (10) days prior to the scheduled installation date.
- 5.2. **Training:** Shiji hereby agrees to offer the Client training on the use of Products, in accordance with the fees set forth in the applicable Order Document. Shiji shall provide training only to the Client employees and such of the Client representatives as the Client may determine at its sole discretion, 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 the Client's request, Shiji will provide additional training time beyond the amounts stated on the relevant schedule attached to the Order Document signed by the Client at Shiji's then-prevailing rates for training. The Client agrees that it may not offer its trained employees to other third parties for the purpose of resale. Shiji and the Client will mutually agree upon a training schedule.

- 5.3. **Consulting Products:** Shiji hereby agrees to provide to the Client certain Consulting Services, only in accordance with the rates, terms and conditions set forth on the applicable Schedule, a copy of which will be attached to the relevant Order Document.
- 5.4. Quotes for Installation of Hardware Products and Training are based on an 8-hour workday. If Shiji provides Installation of Hardware Products and Training in excess of eight (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.
- 5.5. In addition to the above fees for Installation of Hardware, Training and Consulting Products, the 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 airfares 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.

6. Client's obligations regarding installation

- 6.1. The 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 confirming 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.

7. Client's obligations on Security Measures

- 7.1. The 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 the "Data Processing Agreement" set out in Schedule I of this Agreement. Further to that, the parties acknowledge and agree that:
 - 7.1.1. The Client is solely responsible for implementation of appropriate technical and organizational security measures for components that the 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.;
 - 7.1.2. The Client is solely responsible for any vulnerabilities, and the consequences of such vulnerabilities, arising from the Client's content and applications, including any viruses, trojan horses, worms or other programming routines contained in the Client's content and applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data; and
 - 7.1.3. The 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.

8. Intellectual Property Rights

- 8.1. Each party acknowledges that all rights, titles, and interests in and to the Products including the Hardware, Services and the Software, together with their Intellectual Property Rights are, and at all times shall remain, the sole and exclusive property of the party in whom any such rights, titles and interests vest into originally by operation of law or equity (the “**Original Party**”). Except for such rights granted as expressly provided herein or as necessary to implement the respective rights and obligations of each party under this Agreement, this Agreement does not grant to the other party (which is not the Original Party) 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.
- 8.2. No party except for the Original Party shall remove or modify any program markings or any notice of the Original Party’s or its licensors’ proprietary rights. Except for the relevant Original Party, a party 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. The Original Party reserves all other rights not expressly granted to the other party hereunder.

9. Client Data

- 9.1. 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.
- 9.2. 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 the Client Data and/or identify the Client confidential information or include the Client company’s name. Shiji retains all Intellectual Property Rights in such information.

10. Confidentiality

- 10.1. Both parties are bound by the confidentiality obligations set out in Schedule II of this Agreement as well as in any “Non-Disclosure Agreement” and the “Data Processing Agreement” set out in Schedule I of this Agreement. Where there is any conflict between any provision in relation to confidentiality, the stricter provision (i.e. favouring non-disclosure) shall prevail.

11. Charges

- 11.1. The Client shall pay the Charges to Shiji in accordance with the applicable Order Document, as the case may be.
- 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 Order Document unless the context requires otherwise, are exclusive of any applicable 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 Period 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 Period or Support Period or 5%, whichever is higher.

11.5. The Client acknowledges that some of the Charges paid to Shiji under the Order Document, as specified on the relevant schedule attached to the Order Document, or on the Order Document itself, may be dispersed to other parties, including, without limitation, third party service provider to Shiji, third party components supplier to Shiji, franchisors and management companies.

12. Payments

12.1. Shiji shall issue invoices for the Charges to the Client or the Participating Hotel(s) in accordance with terms set out in the applicable Order Document, as the case may be.

12.2. The Client or the Participating Hotel(s) must pay the Charges that have become due and payable to Shiji within the period thirty (30) days following the receipt of a validly issued invoice in accordance with this clause 12.

12.3. If the Client or the Participating Hotel(s) does not pay any amount properly due to Shiji under this Agreement, Shiji may charge the Client or the Participating Hotel(s) 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 or the Participating Hotel(s) 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 or the Participating Hotel(s) 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.

13. 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. The Client must comply with laws and regulations applicable to its use of Products, including, but not limited to data protection laws.

14. 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 Rights. 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 clause 14 (hereinafter in this clause 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 defence 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 defence of any such action. Other party shall have the right to employ separate counsel and participate in the defence thereof at its own expense.

14.2. Shiji shall have no obligations under this clause 14 if the actual infringement is due to any of the following: (i) Client's breach of this Agreement; (ii) the Intellectual Property or any portion thereof has been modified, altered or changed in any manner by the Client or any party acting on the Client's request, if such actual infringement would have been avoided in the absence of the use of such altered Intellectual Property; (iii) the combination, operation or use of the Intellectual Property with any software, operating system, and/or hardware not provided by Shiji, if such infringement would have been avoided in the absence of such combination, operation, or use; (iv) the Client's failure to install or have installed error corrections, updates/upgrades, or modifications that would have avoided the infringement and the other Party had been notified of same; or (v) any unauthorized use of the Intellectual Property by the Client; or (vi) the requirements, specifications or functionalities requested or provided by the Client.

15. Limitation of Damages

15.1. To the maximum extent permitted by law, in no event will either party be liable to the other party for any:

- 15.1.1. Loss of profits or anticipated savings;
- 15.1.2. Economic loss;
- 15.1.3. Loss of business;
- 15.1.4. Loss of revenue, or any loss of business, contracts and opportunities;
- 15.1.5. Any losses arising out of a Force Majeure Event;
- 15.1.6. Loss of use; loss or destruction of data;
- 15.1.7. Business interruption damages;
- 15.1.8. Cost of substitute Hardware or services; or
- 15.1.9. Any special indirect, consequential, exemplary, or incidental damages, even if such party has been apprised of the likelihood of such damages occurring.

15.2. 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.

15.3. 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) 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.

16. Force Majeure Event

16.1. 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.

16.2. 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:

- 16.2.1. promptly notify the other party; and

- 16.2.2. inform the other party of the period for which it is estimated that such failure or delay will continue.
- 16.3. 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.
- 16.4. For avoidance of doubt, the parties are aware of the Coronavirus (COVID-19) pandemic effective at the date of the Agreement and its anticipated effects and measures thereof and the parties concluded this Agreement pursuant to these anticipations. As such, the parties agree that pandemics and any other epidemics shall be considered as a Force Majeure Event under this Agreement. Nevertheless, based on the information available to both parties, the parties decide to conclude the Agreement and treat COVID-19 not as a Force Majeure Event under this Agreement, unless its effects and measures thereof reach an unpredictable size in future that could not be reasonably foreseen by the parties. However, if, as a result of any decision or measure taken by any governmental or local authorities due to any new international or local developments with respect to the COVID-19 pandemic (or any other epidemics), any change in the payment, supply, delivery and transportation dates determined under the Agreement becomes necessary, the parties shall negotiate in good faith a postponement.

17. Termination

- 17.1. 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.
- 17.2. Shiji may terminate this Agreement upon failure by the Client to pay invoices when due with respect to the Products, Hardware and Services, which failure is not cured after notice to the Client and a continued failure to pay such invoices for a period of thirty (30) days following such notice.
- 17.3. Notwithstanding the above, the Client shall not be entitled to any refund of monies paid hereunder in the event the Agreement is terminated due to the Client's default.
- 17.4. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- 17.4.1. the other party:
 - 17.4.1.1. is dissolved;
 - 17.4.1.2. ceases to conduct all (or substantially all) of its business;
 - 17.4.1.3. is or becomes unable to pay its debts as they fall due;
 - 17.4.1.4. is or becomes insolvent or is declared insolvent; or
 - 17.4.1.5. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - 17.4.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
 - 17.4.3. 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).

18. Effects of termination

- 18.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save as provided otherwise.
- 18.2. Any related Order Document shall not terminate on the same date as this Agreement terminates, except if Shiji will provide a termination notice to the Participating Hotel after the termination of this Agreement terminating such Order Document. The parties agree that this termination will take effect on the date specified in the termination notice provided by Shiji.
- 18.3. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 18.4. Within thirty (30) days following the termination of this Agreement for any reason:
- 18.4.1. the Client must pay to Shiji any Charges in respect of Products provided to the Client before the termination of this Agreement; and
 - 18.4.2. 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.
- 18.5. In the event of a material 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.
- 18.6. Upon termination of this Agreement, the rights granted by Shiji to Client in this Agreement will terminate, Client shall cease all use of the Products. The following provisions will survive termination of this Agreement: (a) any obligation of Client to pay for Products used or Services rendered before and after termination; (b) Section 8 (Intellectual Property Rights), Section 11 and Schedule II (Confidentiality), Section 15 (Indemnity), Section 16 (Limitation of Liability); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

19. Subcontracting

- 19.1. Shiji reserves the right to provide the Products from worldwide locations, and/or through use of subcontractors, worldwide.
- 19.2. Shiji shall remain responsible to the Client for the performance of any subcontracted obligations.
- 19.3. 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.

20. Miscellaneous

- 20.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 20.2. 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).

20.3. This Agreement may not be varied except by a written variation agreement signed by or on behalf of each of the parties.

20.4. Neither party shall without the prior written consent of the other party assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, license or otherwise deal in or dispose of any of its rights and obligations under this Agreement.

20.5. 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.

20.6. This Agreement shall be construed in accordance with and be governed by the state and national laws applicable to the jurisdiction identified in this 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.

20.7. In the event of any conflict between the terms and conditions contained in clauses 1 to 20 of this MSA, the MSA’s Schedules, the DPA, and an Order Document, the following order of priority shall apply:

20.7.1. the terms and conditions contained in this MSA;

20.7.2. the Schedules of the MSA;

20.7.3. the DPA; and then

20.7.4. the Order Document.

Schedules:

SCHEDULE I - DATA PROCESSING AGREEMENT

[To be included]

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 Disclosing party's prior written consent, and then only under conditions of confidentiality approved in writing by the Disclosing party;
 - (c) use the same degree of care to protect the confidentiality of the Confidential Information as the Disclosing party uses to protect the Disclosing 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 performing its obligations and/or exercising its rights under this Agreement.
 - 3.2 Notwithstanding clause 3.1 of this Schedule II, 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 of Schedule II imposes no obligations upon either party with respect to Confidential Information that:
 - (a) is known to the Receiving 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 Receiving 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.

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- 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 of this Schedule II 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.

The provisions of this Schedule II shall survive the termination of this Agreement for 5 years.

SCHEDULE III – SUPPORT AND MAINTENANCE

Shiji agrees to supply to the Client Support and Maintenance Services for Hardware for the Shiji-branded Hardware products described in the applicable Order Document signed by the Client, subject to the following terms and conditions:

1. MAINTENANCE SERVICES COVERED - Starting on the effective date of the Order Document, and provided the Client is not in default under the Master Services Agreement, Shiji shall provide the Client necessary maintenance services as detailed herein to maintain the equipment listed in Schedule 1 attached to the Order Document 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 Exhibit 1 attached to the Order Documents 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 Site, 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 the Client for such services.

On Site Response Time Guidelines - By Call Priority Levels and Service Zones as described in Schedule 1 to the Order Document 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 the Client operations. Examples: System operational but cannot complete end-of-day, entire revenue centre 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 the 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 the 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, the 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 twenty-one (21) working days from the date the subject equipment is received in one of its service facilities.

4. LOCATION OF EQUIPMENT

The 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 the Client desired reconfiguration of covered products, or any training charges.

5. OBLIGATIONS OF CLIENT

(a) The 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) The 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 the 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 the Client after execution of this Agreement.

8. EXCLUSIONS FROM COVERAGE

The maintenance services to be provided hereunder do not include labour 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 the 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 the 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 support the hardware hereunder for a period of not less than 3 years. The 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.

Definitions for Zones for respective Country would be as described in Schedule 1 to the Order Document signed by the Client.

SCHEDULE IV

SPECIFIC AGREEMENTS CONCERNING THE DELIVERY IN THE EUROPEAN UNION

The Agreements in Schedule IV apply to 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 the 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 Processing Agreement" that constitute the part of this "Agreement" are applicable.