

Kingdee General Terms and Conditions

These Terms and Conditions ("**Terms**") are incorporated into and shall form part of the Sales Contract (as defined below) between Kingdee (as defined below) and Customer (as defined below).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires, the following words or expressions shall have the following meanings:

"Agreement" means these Terms and the relevant Sales Contract(s) (including its Schedules, Addendums and Annexures), as the same may be amended, supplemented or otherwise modified from time to time.

"Background IP" means any Intellectual Property Rights that is created, developed, authored, and owned by or licensed to a Party prior to the Effective Date, or independently of this Agreement.

"Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are generally open for business in Singapore.

"Confidential Information" means all non-public business, technical, financial or other information created or exchanged between the Parties relating to and in the course of the performance of this Agreement, including the existence of this Agreement, and shall include, but is not limited to: (a) the Sales Contract; (b) information relating to a Party's financial, regulatory, Personnel or operational matters; (c) information relating to a Party's clients, customers, beneficiaries, suppliers, employees, sponsors or business associates and partners; (d) trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs; (e) contracts, product plans, sales and marketing plans, business plans; and (f) all information not generally known outside of a Party regarding a Party and its business, regardless of whether such information is in written, oral, electronic, digital or other form and regardless of whether the information originates from a Party or a Party's agents.

"Customer" has the same meaning given to it in the Sales Contract.

"Data Protection Laws" means the Laws in any jurisdiction applicable to the Parties, which relate to the collection, disclosure, use or Processing of Personal Data, privacy, or data security, including, where applicable, the PDPA.

"Effective Date" has the same meaning given to it in the Sales Contract.

"Fees" means the fees to be paid by Customer to Kingdee in consideration for the Service(s) and/or Product(s) provided to Customer by Kingdee, as further detailed in the relevant Sales Contract(s).

"Force Majeure Event" means any event which is beyond the control of the Parties and is unforeseeable and unpredictable on the Effective Date, such that it renders the further timely performance of the Sales Contract impossible or delays such timely performance. Such circumstances shall include but shall not be limited to:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic, or issuance of quarantine or other prohibition or restrictive orders by any governmental or public authority;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors;
- (i) interruption or failure of utility service, including water, electricity and telecommunications; and
- (j) internet service provider failures or network delays or failures.

"Foreground IP" means any and all existing or future Intellectual Property Rights whatsoever and howsoever arising from, created and/or developed in connection with or pursuant to this Agreement, including all Intellectual Property Rights comprised in the Service(s) and/or Product(s) (including any modifications, enhancements or amendments thereto).

"Governmental Authority" means any governmental, administrative, statutory, regulatory or self-regulatory, judicial or arbitral authority or body (including any division thereof), anywhere in the world with jurisdiction over Kingdee or Customer.

"Hardware" means the hardware as set out in the relevant Sales Contract(s).

"Harmful Codes" means any computer code, files, scripts and programs, including any malware and/or software, that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, ransomware and any other type of threats.

"Intellectual Property Rights" means all inventions, innovations, improvements, developments, methods, patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in industrial designs, drawings and plans, rights in computer software or source code, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registrable, 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 subsist or will subsist now or in the future in any part of the world.

"Kingdee" has the same meaning given to it in the Sales Contract.

"Laws" means all laws, treaties, ordinances, statutes, enactments of any Governmental Authority or body including rules, regulations, orders, by-laws, notifications, guidelines, policies, directions, directives and orders, decrees, administrative interpretations, judgments, decrees, injunctions, writs and orders or consents of, with or to any Governmental Authority or body as may be in force from time to time.

"Parties" means Kingdee and Customer collectively, and **"Party"** means either of them.

"PDPA" means the Singapore Personal Data Protection Act 2012 including all amendments thereto and subsidiary legislation enacted thereunder, whether now or in the future.

"Personal Data" means: (a) data, whether true or not, about an individual who can be identified from that data alone, or from that data and other information to which a party has or is likely to have access; and (b) data which has an equivalent meaning under any applicable Data Protection Laws.

"Personnel" means employees, subcontractors, consultants, advisers, agents or any other person engaged by a Party.

"Process" means, in relation to Personal Data, the carrying out of any operation or set of operations in relation to the Personal Data, including without limitation recording, holding, organizing, adapting, altering, modifying, retrieving, combining, transmitting, erasing or destroying, and **"Processing"** and **"Processed"** shall be construed accordingly.

"Product" means any product (including any software product and hardware product, as the case may be) as set out in the relevant Sales Contract(s), including but not limited to the Public Cloud Subscribed Product, Private Cloud Subscribed Product and Traffic Product, as the case

may be.

"Sales Contract" means the contract(s) as agreed between the Parties, describing and setting out the Service(s) and Product(s) to be provided by Kingdee, and the Fees payable by Customer for the same, including but not limited to Kingdee Cloud Product Subscription Contract, Kingdee Implementation Service Contract, Kingdee Customized Development Service Contract, Kingdee Customer Success Service Contract, Kingdee Advisory Service Contract, Third Party Product Subscription/Service Contract, as the case may be.

"Service" means any service as set out in the relevant Sales Contract(s), including but not limited to the Customer Success Service, Standard Success Service, Senior Success Service and Profession Service, as the case may be.

"Service Levels" means the service levels for the Services, as further detailed in a Sales Contract.

"Term" means the term of the relevant Sales Contract.

"Third Party Supplier" means the supplier(s) of Third Party Products and Services.

"Third Party Products and Services" means any hardware, software, products or services that are manufactured and/or provided by a party other than Kingdee, notwithstanding that such hardware, software, products or services are supplied by Kingdee to Customer under a Sales Contract.

1.2 Interpretation

- (a) Each executed Sales Contract shall constitute a separate and distinct agreement between Customer and Kingdee.
- (b) Each executed Sales Contract shall be subject to and shall be deemed to incorporate by reference all of the terms and conditions of these Terms, in addition to the specific details and terms set out in the executed Sales Contract.
- (c) To the extent that any terms or provisions of an executed Sales Contract conflict with the terms and provisions of these Terms, the terms and provisions of the Sales Contract shall prevail.

2. KINGDEE'S OBLIGATION

2.1 Service Standards

- (a) Kingdee shall provide the Service(s) and/or Product(s) in accordance with the relevant Sales Contract(s) (including any Service Levels stated in the Sales Contract(s) (if applicable)). The remedies set forth in the applicable Sales Contract(s) shall be the sole and exclusive remedies for Customer for any failure by Kingdee to meet the Service Levels.
- (b) Kingdee shall carry out its obligations in accordance with all Laws which are applicable to the relevant Service(s) and/or Product(s) under the relevant Sales Contract(s).

2.2 Suspension of Obligations

Without limitation to any other provisions of this Agreement, or any Sales Contract or other agreements entered between Customer and Kingdee, Kingdee shall have the right to suspend provision of any Service and/or Product to Customer at any time without notice and without liability towards Customer in accordance with the terms of the relevant Sales Contract (if applicable).

3. CUSTOMER'S OBLIGATIONS

3.1 Cooperation

- (a) Customer acknowledges and agrees that Kingdee's ability to perform its obligations under the relevant Sales Contract(s) is contingent on Customer's performance of its obligations under the relevant Sales Contract(s).
- (b) Customer shall, at no charge to Kingdee, provide Kingdee with:

- (i) all cooperation in all matters relating to the provision of Services and Products by Kingdee;
 - (ii) such truthful, reliable, complete, accurate, detailed and up-to-date information, materials and documentation ("**Customer Materials**") as may reasonably be required by Kingdee to provide the Services and Products;
 - (iii) necessary conditions, equipment and other related support that may reasonably be required by Kingdee to provide the Services and Products; and
 - (iv) all technical data, computer equipment, documents, test data, sample outputs or other information and resources that may reasonably be required by Kingdee to provide the Services and Products.
- (c) Customer acknowledges and agrees that Kingdee shall be entitled to rely upon the reliability, completeness, accuracy, detailedness and currency of all Customer Materials without independently verifying the same, and Customer shall ensure that Customer Materials do not infringe the legitimate rights and interests (including Intellectual Property Rights) of any third parties.
- (d) If Kingdee Personnel are required to work at the Customer's offices, facilities or any other site within Singapore as agreed to between the Parties pursuant to a Sales Contract, Customer shall at its own costs provide suitable working environment for such Kingdee Personnel.
- (e) If Kingdee is delayed, impeded or prevented from performing its obligations under the relevant Sales Contract by reason of Customer's failure or omission to carry out its obligations under the relevant Sales Contract, including but not limited to failure or delay of registering or activating the agreed Service(s) and/or Product(s) and those set out above in this **Clause 3**, without prejudice to Kingdee's other right or remedy, Kingdee shall not be held liable for such delay and shall be entitled to an extension of time to perform its obligations at least equal to the delay caused by Customer.
- (f) If Customer purchases the Public Cloud Subscribed Product, such product already includes the public cloud infrastructure services necessary for the operation of servers, operating systems, databases, and other products. For specific standards, please refer to the "Product Feature Description" of the corresponding product on Kingdee's official website at <https://www.kingdee.com/services/clause.html>. If there is any discrepancy between "Product Feature Description" on the above-mentioned website and this Agreement, this Agreement shall prevail.
- (g) Upon expiry or termination of the Public Cloud Subscribed Product, Kingdee will provide Customer with free data storage service for 15 calendar days. Customer needs to migrate data and files to their own storage platform or device within such period. Otherwise, Kingdee shall be entitled to charge additional custody fees for storage of such data and files beyond such period. If Customer fails to migrate such data or files, or pay the custody fee, Kingdee is entitled to delete such data and files at its sole discretion without further notice to Customer, and shall not be liable for any losses or damages that may be suffered or incurred by Customer in relation to the deletion of such data and files. To ensure the security of Customer's data and files, Customer shall prepare backup for, migrate or store such data and files on a timely basis.

3.2 Customer Personnel

Customer shall comply with, and shall procure its Personnel to comply with, the terms of this Agreement.

3.3 Customer Accounts

- (a) Kingdee may provide certain Services to Customer which require Kingdee to issue Customer with user account(s), or require Customer to register for user account(s) ("**Account**").
- (b) Customer acknowledges and agrees that:
 - (i) Customer shall be solely responsible for maintaining the confidentiality and

security of its Account(s) and shall not allow unauthorised persons to use its Account(s) to access the Services;

- (ii) Customer shall immediately notify Kingdee if Customer has reason to suspect that any of its Account(s) had been compromised, or if Customer suspects or becomes aware of any unauthorised use of its Account(s); and
 - (iii) Notwithstanding the foregoing, any access to and/or use of the Services, any actions taken on, and all operations of, the Services, and any information, data or communications that occur under or through the use of Customer's Account(s) or are referable or traceable to Customer's Account(s) (including without limitation any Services accessed or activated) shall be attributable to Customer, and Customer shall be deemed to have taken such actions and shall be solely responsible for all such actions, even if Customer did not authorise such actions. Kingdee shall be entitled (but not obliged) to act upon and hold Customer responsible and liable for such action, as if such actions were carried out by Customer.
- (c) Kingdee shall have the right to temporarily suspend or permanently terminate Customer's Account(s), or impose limits on or restrict Customer's access to and use of the Services without notice at any time for any reason, including:
- (i) Where Kingdee has reasonable grounds to believe Customer is in breach of this Agreement or applicable Laws, or that Customer's Account(s) is compromised;
 - (ii) if activities occur under Customer's Account(s) which, in Kingdee's sole discretion, would or might cause damage or losses to Kingdee or any other persons, impair Kingdee's ability to provide the Services, or infringe or violate any third party rights (including Intellectual Property Rights); or
 - (iii) in response to requests by any Governmental Authority.

Kingdee shall not be liable to Customer for any losses incurred or suffered by Customer arising out of or in connection with any such suspension or termination of Customer's Account(s).

3.4 Acceptance of the Service(s) and Product(s) and/or Milestone Deliverable(s)

- (a) Customer shall inspect, test, and assess the Service(s) and/or Product(s) or any milestone deliverable(s) in relation to the Service(s) and/or Product(s) ("**Milestone Deliverable(s)**") as agreed under the relevant Sales Contract(s) and notify Kingdee in writing whether it is satisfied with the same within five (5) Business Days following the date of delivery of such Service(s) and/or Product(s) or Milestone Deliverable(s) ("**Acceptance Period**").
- (b) If Customer identifies any failures of such Service(s) and/or Product(s) or Milestone Deliverable(s) to conform to what has been agreed under the relevant Sales Contract(s) (each, a "**Nonconformity**"), it shall provide Kingdee with a rejection notice in writing setting out the details of each Nonconformity within the Acceptance Period. Following receipt of the rejection notice, Kingdee shall use commercially reasonable efforts to rectify each Nonconformity and re-deliver the respective Service(s) and/or Product(s) or Milestone Deliverable(s).
- (c) If Customer does not provide Kingdee with any written notice within the Acceptance Period, Customer is deemed to accept such Service(s) and/or Product(s) or Milestone Deliverable(s), and Kingdee shall not be held liable for any losses suffered by the Customer in relation to such Service(s) and/or Product(s) or Milestone Deliverable(s).

4. HARDWARE

4.1 Delivery of Hardware

Kingdee shall deliver the Hardware to Customer in accordance with the terms and conditions of the applicable Sales Contract, if relevant.

4.2 Title and Risks

Unless otherwise set out under the Sales Contract or separately agreed by the Parties in writing,

- (a) the risk to the Hardware shall pass to Customer on delivery of such Hardware by Kingdee to Customer; and
- (b) the title to the Hardware shall pass to Customer upon full payment by Customer of the purchase price for such Hardware.

4.3 Third Party Products and Services

- (a) This **Clause 4.3** shall apply to Sales Contract(s) under which Kingdee supplies Third Party Products and Services to Customer.
- (b) Customer acknowledges and agrees that:
 - (i) Third Party Products and Services supplied by Kingdee to Customer may be subject to additional terms and conditions, Policies and significant notices (including but not limited to security update instructions for software products) provided by Third Party Supplier ("**Third Party Terms**").
 - (ii) Each Third Party Supplier is an independent natural person or organisation separate and distinct from Kingdee. There is no agency, partnership, joint venture, employee-employer, principal-agent, or franchiser-franchisee relationship between any Third Party Supplier and Kingdee.
 - (iii) Third Party Terms are subject to change at any time by the Third Party Supplier. Kingdee has no control over any Third Party Terms and shall under no circumstances be a party to any agreement or other arrangement between Customer and any Third Party Supplier. Customer shall be solely responsible for compliance with the Third Party Terms.
 - (iv) Customer is solely responsible for ascertaining the sufficiency, suitability and/or adequacy of Third Party Products and Services for its needs. Customer's use of Third Party Products and Services shall be entirely at its own risks. Kingdee shall have no obligation to review or assess any Third Party Products and Services.
 - (v) Kingdee makes no representation or warranties of any kind with respect to any Third Party Products and Services, and expressly disclaims all representations or warranties of any kind, whether express, implied, statutory or otherwise imposed by Law.
 - (vi) Kingdee shall not be deemed to endorse any Third Party Products and Services or Third Party Supplier, notwithstanding that such Third Party Products and Services is supplied by Kingdee to Customer.
 - (vii) Customer shall not hold Kingdee liable for, and shall release Kingdee from any liabilities, losses or damages, whether direct, indirect, incidental, consequential, special, exemplary, punitive, enhanced or otherwise, that may be incurred by Customer as a result of using any Third Party Products and Services.
 - (viii) The disclaimers, limitations of liability, and allocations of risk and responsibility in this **Clause 4.3** are essential elements of the bargain between the Parties, without which the Kingdee would not have supplied the Third Party Products and Services to Customer under the relevant Sales Contract(s).

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Background IP

Each Party shall remain the sole owner of its Background IP and nothing in the Agreement or otherwise shall imply any assignment or transfer in ownership of a Party's Background IP. All rights in a Party's Background IP not expressly granted to the other Party are reserved to such first-mentioned Party. Each Party expressly acknowledges that it does not acquire any rights of ownership to the other Party's Background IP, or any portions thereof. Notwithstanding the foregoing, Customer hereby grants Kingdee a non-exclusive, worldwide, transferable, sub-licensable, license fee / royalty-free, irrevocable and perpetual license to use, edit, modify, copy,

alter, add to, and take from Customer's Background IP for the purpose of providing the Service(s) and Product(s) as may be reasonably required by Kingdee. Customer represents and warrants that the grant of the license of Customer's Background IP to Kingdee pursuant to **Clause 5.1** and use of Customer's Background IP by Kingdee does not and will not infringe the Intellectual Property Rights of any third party and shall indemnify and hold Kingdee harmless in respect of any such infringement.

5.2 Foreground IP

- (a) Unless otherwise set out under the Sales Contract or separately agreed by the Parties in writing,
 - (i) all rights, title and interest in and to any Foreground IP shall vest solely and absolutely in Kingdee upon creation of such Foreground IP;
 - (ii) Kingdee shall have the sole and exclusive right, at its discretion, to file, prosecute and maintain any patent or other registrable Intellectual Property Rights in and to the Foreground IP;
 - (iii) Customer shall, and shall procure its Personnel to, do all acts and things and execute any further documents reasonably required to give effect to and/or perfect Kingdee's rights, title and interest in and to the Foreground IP.
 - (iv) If and to the extent that, for whatever reason, the rights, title and interest in respect of the Foreground IP and any part thereof cannot be vested in Kingdee despite Customer's best endeavours to ensure and procure the same, Customer hereby grants, and shall procure its Personnel to grant, to Kingdee a perpetual, worldwide, irrevocable, exclusive (even as against Customer), sub-licensable, transferable and license fee / royalty-free right and license to use such Foreground IP for any purposes whatsoever without any obligation of attribution or consent. For the purposes of this **Clause 5**, "use" includes reproduction, disclosure, exploitation, commercialization, transmission, publication, broadcast, and posting, marketing, modifying, sublicensing and performing all acts and things entitled of an owner.
 - (v) Kingdee grants to Customer a worldwide, revocable, royalty-free, license-fee-free non-exclusive, and non-transferable license during the Term to use the Foreground IP to the extent required to enable Customer to enjoy the benefits as envisaged under the applicable Sales Contract.

5.3 Customer Marks

Customer hereby grants Kingdee a non-exclusive, worldwide, transferable, sub-licensable, license-free / royalty-free license to use Customer's name, logo, trademark, trade name, service name and other proprietary designation of a similar nature ("**Customer Mark**") for general marketing and business promotional purposes and otherwise to indicate the collaboration between Customer and Kingdee.

5.4 Infringement

Customer shall promptly and fully notify Kingdee of any actual, threatened or suspected infringement or third party claim on any Intellectual Property Rights belonging or granted to or used by Kingdee (including without limitation the Kingdee Foreground IP) which comes to Customer's notice. At Kingdee's reasonable expense and at the request of Kingdee, Customer shall do all such things as may be reasonably required to assist Kingdee in taking or resisting any proceedings in relation to any such infringement or claim.

6. CONFIDENTIALITY

6.1 Obligations of Recipient

During the Term, each Party ("**Recipient**") may become the recipient of Confidential Information of the other Party ("**Discloser**"). All Confidential Information disclosed hereunder shall remain the sole property of Discloser and Recipient shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Recipient shall keep the Confidential Information provided by Discloser and/or relating to this Agreement secret and confidential and shall not: (a) use the Confidential Information for any other purpose

whatsoever other than to perform its obligations under or in connection with this Agreement; or (b) disclose or reveal any of the Confidential Information to any third party, except as expressly permitted by this **Clause 6**.

6.2 Limited disclosure

- (a) Recipient may disclose the Confidential Information provided by Discloser and/or relating to this Agreement to its employees, officers, contractors, subcontractors, representatives and advisers, affiliates (collectively, "**Representatives**") who need to know such Confidential Information for the purpose(s) in relation to the performance of the Recipient's obligations under or in connection with this Agreement, provided that: (a) it informs such Representatives of the confidential nature of such Confidential Information before disclosure; and (b) at all times, such Representatives are bound by, or otherwise protected by, legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained under this **Clause 6**.
- (b) Recipient may disclose Confidential Information provided by Discloser and/or relating to this Agreement to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or tribunal provided that: (a) to the extent it is legally permitted to do so, it gives the Discloser prompt notice as soon as practically possible; and (b) it shall limit any such disclosure to the extent of required by such law, governmental or other regulatory authority, court or tribunal and the disclosed information will remain Confidential Information despite such disclosure.

6.3 Exclusions.

The provisions of this Clause 6 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its act or omission by the Recipient or its Representatives in breach of this Clause 6); (b) was, is or becomes available to the Recipient or its Representatives on a non-confidential basis from a person who, to the knowledge of the Recipient or its Representatives, is not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Recipient; (c) was available to the Recipient or its Representatives on a non-confidential basis before disclosure by the Discloser; (d) is developed by or for the Recipient or its Representatives independently of the information disclosed by the Discloser; or (e) the Parties agree in writing is not confidential or may be disclosed.

6.4 Promotion purposes

Notwithstanding this **Clause 6**, Customer acknowledges and agrees that Kingdee shall have the right to refer to this Agreement as part of, or use the Customer Marks for Kingdee's general marketing and business promotional purposes.

7. PERSONAL DATA PROTECTION

7.1 General Compliance

Each Party will comply with the Data Protection Laws in collecting, using, disclosing, Processing or otherwise doing any act or engaging in any practice in relation to Personal Data collected by that Party pursuant to this Agreement.

7.2 Data Controller and Data Processor

The Parties acknowledge and agree that: (a) for any Personal Data which Customer discloses to Kingdee, or which Kingdee Processes on behalf of Customer ("**Customer Personal Data**"), Kingdee shall only Process such Customer Personal Data solely for the purposes of Customer as a data processor or data intermediary (or the equivalent concept under the applicable Data Protection Laws), and will not process such Customer Personal Data for its own purposes; and (b) Customer is and shall be the sole data controller (or the equivalent concept under the applicable Data Protection Laws) in respect of such Customer Personal Data.

7.3 Customer's representations and warranties

Without prejudice to the generality of **Clause 7.1**, Customer represents and warrants that, for any Personal Data that Customer will be or is disclosing to Kingdee:

- (a) Customer had informed the individuals to whom the Personal Data relates (“**Data Subjects**”) about the purposes for which their Personal Data may be disclosed to Kingdee by Customer, and collected, used, disclosed and/or Processed by Kingdee, and obtained their consent in writing or other documented form.
- (b) Customer shall:
 - (i) at all times ensure the accuracy, quality, completeness and legality of the Personal Data that is disclosed to Kingdee;
 - (ii) give Kingdee notice in writing as soon as reasonably practicable should Customer become aware that:
 - (A) any Personal Data has been updated and/or changed after it has been; and/or
 - (B) any Data Subject had withdrawn their consent for Kingdee to collect, use, disclose or Process their Personal Data; and
 - (iii) at the request of Kingdee, assist Kingdee to comply with the applicable Data Protection Laws. In this regard and without limiting the generality of the foregoing, Customer shall provide satisfactory evidence of the Data Subjects’ consent, execute such further documents as Kingdee may require and/or Customer making arrangements for additional form(s) and consent(s) to be completed and signed by Data Subjects.

7.4 Kingdee’s Obligations

In relation to Customer Personal Data, Kingdee shall ensure that:

- (a) it will collect, use, disclose and/or Process such Customer Personal Data strictly in accordance with all applicable Data Protection Laws;
- (b) it will collect, use, disclose and/or Process Customer Personal Data only for the purposes for which such Customer Personal Data had been disclosed to or collected by Kingdee (“**Approved Purpose**”);
- (c) it will make reasonable security arrangements to protect Customer Personal Data in its possession or under its control to prevent:
 - (i) unauthorised access, collection, use, disclosure, copying, modification or disposal of Customer Personal Data, or similar risks; and
 - (ii) the loss of any storage medium or device on which Customer Personal Data is stored (each a “**Data Breach Incident**”);
- (d) it will give Customer notice in writing without undue delay should it be aware of, or reasonably suspect, that any Data Breach Incident has occurred; and
- (e) it will not retain Customer Personal Data for any longer than is necessary for the Approved Purposes and where retention is no longer necessary for legal or business purposes.

8. FEES AND PAYMENT

8.1 Fees

In consideration of the Service(s) and/or Product(s) provided by Kingdee to Customer, Customer shall pay to Kingdee the Fees in accordance with the applicable Sales Contract.

8.2 Late Payment

- (a) Unless otherwise specified in the relevant Sales Contract, Kingdee shall commence the provision of the Service(s) and/or Product(s) after it has received the relevant payment from Customer, and shall have no obligation to commence or provide any Service(s) or Product(s) until it has received full payment from Customer.
- (b) If Customer fails to make any payments when due, without prejudice to Kingdee’s other rights and remedies, Kingdee shall have the right to suspend the provision of further

Services or Products to Customer, or suspend Customer's access to ongoing Services, without any liability to Customer.

- (c) Without prejudice to any other right or remedy that Kingdee may have, if Customer fails to pay Kingdee any sum over 14 days from the date it becomes due and payable for any reason not attributable to Kingdee, the Customer shall pay interest on the overdue sum from and including the date such sum becomes due and payable up to and including the date of actual payment at the rate of 5.33% per annum, or the maximum rate permitted by law, whichever is lower.

8.3 Taxes and Charges

Unless agreed otherwise in writing, including without limitation the relevant Sales Contract:

- (a) All payments made by Customer shall be net of any present or future tax, duty, charges, other levy or withholding ("**Taxes**") of any nature that is, or may be, imposed on such payments by tax or any other governmental authorities in any jurisdiction, and payment for such Taxes shall be borne by Customer.
- (b) All bank or remittance charges incurred in relation to the payments made by Customer shall be borne by Customer and all bills should be paid net of all bank or remittance charges.

8.4 Payment Method and Details

Unless agreed otherwise in writing, including without limitation the relevant Sales Contract, all payments to Kingdee shall be made by way of fund transfer to the bank account designated by Kingdee, and Kingdee does not accept cash payment. If Customer makes the payment in cash or fails to pay the relevant Fees according to the relevant payment schedule as stipulated in the applicable Sales Contract(s), then Customer shall be deemed to have failed to perform its payment obligations hereunder.

8.5 Payment Disputes

Unless agreed otherwise in writing, including without limitation the relevant Sales Contract:

- (a) If Customer disputes any invoice issued by Kingdee, Customer shall issue a written notice to Kingdee within **ten (10)** Business Days specifying the amount in dispute and the grounds of dispute ("**Dispute Notice**"). If Customer does not issue any Dispute Notice within **ten (10)** Business Days from the date of the invoice, Customer shall be deemed to have accepted the accuracy of the invoice and waived its right to dispute the same.
- (b) Within **fifteen (15)** Business Days from the date Kingdee receives the Dispute Notice, the Parties shall consult each other and use reasonable, diligent and good faith efforts to resolve such differences.
- (c) Should the Parties be unable to resolve their dispute within **twenty (20)** Business Days, either Party may refer the dispute for resolution in accordance with **Clause 13.2** of these Terms.

9. COMPLIANCE, REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

9.1 Sanctions and Export Control

Each Party shall comply with all applicable sanctions, export control, import control and trade compliance laws and regulations. Customer shall not use, access, export, re-export, transfer or make available any Services, Products, software, technology or deliverables provided by Kingdee in violation of such laws, or for the benefit of any sanctioned, restricted or prohibited party. Kingdee may suspend performance, restrict access, withhold delivery or terminate the relevant Sales Contract without liability if Kingdee reasonably determines that continued performance may breach applicable sanctions or export control laws, or expose Kingdee or its affiliates to sanctions, penalties or other regulatory action.

9.2 Anti-Money Laundering

Each Party shall comply with all applicable anti-money laundering, counter-terrorism financing,

anti-bribery and anti-corruption laws and regulations. Customer represents that all payments to Kingdee shall be made from legitimate sources and shall not involve or facilitate money laundering, terrorist financing, fraud, bribery, corruption or any unlawful activity. Kingdee may delay, reject or suspend any transaction, payment, delivery or performance, or terminate the relevant Sales Contract without liability, where Kingdee reasonably considers such action necessary to comply with applicable law or its internal compliance requirements.

9.3 Anti-Corruption and Bribery

Parties hereby represent, warrant and undertake that:

- (a) Both Parties are aware of and are willing to strictly abide by the anti-bribery, anti-corruption, counter-terrorism financing and economic or trade sanctions laws and regulations including but not limited to the Prevention of Corruption Act of Singapore and/or any similar laws, rules or regulations issued, administered or enforced by the Republic of Singapore. Both Parties understand that bribery and corruption in any form constitutes an offense and will lead to severe legal punishment.
- (b) Neither Party shall ask for, accept, offer or give any benefits beyond those agreed hereunder from or to the other Party or any of its handling employees or other relevant Personnel, including but not limited to explicit or implicit kickback, cash, gift cards, in-kind benefits, negotiable securities, travel or other intangible benefits.

9.4 Non-Solicitation

- (a) During the Term, and for a period of one (1) year thereafter, each Party shall refrain from hiring any of the other Party's employees, or otherwise interfering with the employment and employment-related and contractual relationships between the other Party and its employees, representatives, consultants or agents.
- (b) Each Party acknowledges and agrees that any breach of this provision shall constitute a material breach of this Agreement.
- (c) The Parties further acknowledge and agree that monetary damages may not be a sufficient remedy for any breach of this **Clause 9.2** and that the aggrieved Party will be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this **Clause 9.2**. Such remedy shall not be the exclusive remedy for any breach of this **Clause 9.2** but shall be in addition to all other rights and remedies available at Law.

9.5 Customer's Representations, Warranties and Undertakings

Customer hereby represents, warrants and undertakes to Kingdee that:

- (a) it has full power and authority to enter into this Agreement and that the entry into this Agreement, and the performance by it of its obligations under this Agreement, constitutes valid and legally binding obligations and does not contravene or breach its obligation(s) and/or covenant(s) under any agreement(s) to which Customer is a party or breach any law to which Customer or its respective assets are bound, whether in Singapore or elsewhere;
- (b) it shall not:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service(s) and/or Product(s) in any form or media or by any means;
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service(s) and/or Product(s);
 - (iii) access all or any part of the Service(s) and/or Product(s) in order to build a service or product which competes with the Service(s) and/or Product(s);
 - (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Service(s) and/or Product(s) available to any third party; and

- (v) introduce or permit the introduction of any Harmful Code into the Kingdee's network and information systems that may:
 - (A) prevent, impair or otherwise adversely affect the operation of any of Kingdee's computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
 - (B) prevent, impair or otherwise adversely affect access to or the operation of any of Kingdee's programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or
 - (C) adversely affect Kingdee's user experience;
- (c) it shall comply with all applicable Laws, rules, and regulations that may be applicable to Customer;
- (d) Customer shall not do anything, which in the reasonable opinion of Kingdee would be likely to bring Kingdee, Customer or any third party into disrepute. In such event, Kingdee reserves the right to terminate this Agreement forthwith and to recover in full any costs incurred due to the termination of this Agreement, without prejudice to any other rights or remedies it may have under applicable Laws including but not limited to injunctive relief;
- (e) it is not aware of anything that may bring Kingdee, Customer or any third party into disrepute and shall promptly inform Kingdee should it be aware or reasonably suspect the occurrence of any such event;
- (f) it has the full right and authority to grant the rights and licenses granted hereunder; and
- (g) it is not at present involved in any civil, criminal or arbitration proceedings that may take adverse effect on performing this Agreement, and no such proceedings are pending or threatened against Customer or in respect whereof it is liable to indemnify any party concerned, and there are no facts likely to give rise to any such proceedings.

9.6 Exclusion of Representations and Warranties

- (a) To the fullest extent permitted by Law, and otherwise agreed under the relevant Sales Contract, the Service(s) and Product(s) are provided by Kingdee on an "as-is" and "as available" basis with all faults, and Kingdee provides no other warranties, representations and expressly disclaims all other representations or warranties of any kind, whether express, implied, statutory or otherwise imposed by Law, regarding or in relation to the Service(s) and/or Product(s), including without limitation all warranties of merchantability, absence of errors, defects or Harmful Code, fitness for purpose, or the success, profitability or viability of this Agreement for the Customer.
- (b) Without limitation to the foregoing, unless otherwise set out under the Sales Contract or separately agreed by the Parties in writing, for any software provided by Kingdee, Kingdee's obligation to support, update and maintain any software shall be limited to the period of the Software Product Lifecycle as published by Kingdee on its website at <<https://www.kingdee.com/plc>> ("**Software Product Lifecycle**").

10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 Indemnity

Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees and other relevant Personnel ("**Indemnified Parties**") from and against any third party claims, demands, losses, damages, costs, fines and penalties (including legal costs) that may be suffered by the Indemnified Parties arising out of or in connection with:

- (a) the Indemnifying Party's infringement of any third party Intellectual Property Rights;
- (b) the Indemnifying Party's material breach of any of its representations, warranties or undertakings; and

- (c) the Indemnifying Party's negligence or wilful misconduct.

10.2 Disclaimer

Except otherwise agreed under the relevant Sales Contract, the Parties acknowledge and agree that Kingdee does not provide any guarantee, representations or warranties, whether express, implied, statutory or otherwise, with regards to the Service(s), Product(s), and/or Customer, or the success, profitability or viability of this Agreement for Customer.

10.3 Limitation of Liability

- (a) Kingdee's aggregate liability to Customer (whether under contract, tort, statute or otherwise) for any claims under or in connection with any Sales Contract shall not exceed the Fees paid by Customer to Kingdee under the relevant Sales Contract giving rise to the claim in the twelve (12) calendar months (or such shorter period) prior to the claim.
- (b) In no event shall Kingdee be liable to Customer for:
- (i) any loss of revenue, profits, sales, contracts, business opportunity, business or anticipated savings;
 - (ii) any loss of goodwill or damage to reputation;
 - (iii) any loss of data or corruption of data; or
 - (iv) any incidental, consequential, exemplary, special, punitive, multiple, pure economic loss or other indirect losses;

whether based upon warranty, contract, tort, statute, strict liability or otherwise, even if such damages were foreseeable or if Kingdee has been specifically advised of the possibility of such damages.

10.4 Remedies for Breach

Without prejudice to any other rights or remedies available under this Agreement, any applicable Sales Contract or applicable law, a Party that breaches this Agreement or any applicable Sales Contract shall be liable for the direct losses reasonably suffered by the non-breaching Party as a result of such breach, subject always to the limitations and exclusions of liability set out in this Agreement.

10.5 Reasonableness

Customer acknowledges and agree that:

- (a) the disclaimers, indemnity and limitations of liability in this Agreement and the allocation of risk herein are essential elements of the bargain between the Parties without which the Parties would not have entered into this Agreement and the applicable Sales Contract giving rise to the claim;
- (b) the limitations set forth in the aforementioned clauses are integral to the amount of Fees charged for the Service(s) and Product(s) provided by Kingdee and that were Kingdee to assume any further liability beyond that set forth in these provisions, such Fees would be substantially higher; and
- (c) accordingly, the disclaimers, indemnity and limitations of liability in this Agreement are reasonable, and Customer is estopped from claiming the contrary at any future date in the event of any dispute with Kingdee concerning Kingdee's liability.

11. TERMINATION

11.1 Termination of Sales Contract

Unless agreed otherwise in the relevant Sales Contract:

- (a) The Parties may terminate a Sales Contract by mutual agreement in writing.
- (b) A Party may terminate a Sales Contract by written notice to the other Party with immediate effect, if:

- (i) the other Party is in material breach of its obligations under the Sales Contract, and where such breach is capable of remedy has failed to remedy that breach within thirty (30) Business Days of being notified of it;
- (ii) if any monies due and payable by Customer under the Sales Contract remains unpaid for more than two (2) months;
- (iii) the other Party is prevented or prohibited by Law from performing its obligations under the Sales Contract;
- (iv) the first-mentioned Party is required to terminate the Sales Contract by any Law or directed to terminate the Sales Contract by any competent governmental or regulatory authority; or
- (v) a Force Majeure Event prevents or delays the performance of the Sales Contract by the other Party for more than sixty (60) continuous days.

11.2 Termination Consequences

- (a) Upon expiration or termination of a Sales Contract for any reason:
 - (i) any rights and remedies a Party may have accrued under the Sales Contract shall not be affected;
 - (ii) without prejudice to other rights and remedies available to the Parties, Customer must pay all amounts that are due under the Sales Contract as of the termination date of the Sales Contract, and costs already incurred by Kingdee in the performance of the Service(s) under the Sales Contract;
 - (iii) all licenses granted by a Party to the other Party under the Sales Contract which is terminable, revocable or otherwise not of a perpetual nature shall terminate; and
 - (iv) each Party shall cease the use of Confidential Information provided by the other Party and shall, at the other Party's direction, either return or destroy all such Confidential Information.
- (b) The termination or expiration of the Sales Contract for any reason shall not relieve a Party of obligations that accrued prior to such termination or expiration, and any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination of the Sales Contract shall remain in full force and effect, including without limitation, **Clauses 5** (Intellectual Property Rights), **6** (Confidentiality), **7** (Personal Data Protection), **9** (Representations, Warranties and Undertakings), **10** (Indemnity and Limitation of Liability), **11** (Termination), **13** (Governing Law and Dispute Resolution) and **14** (General).

12. FORCE MAJEURE

- 12.1 If a Party is directly or indirectly affected by a Force Majeure Event which would affect the performance of any of its obligations under a Sales Contract, it shall promptly notify the other Party, of the nature and the extent of the circumstances in question.
- 12.2 Neither Party shall be deemed to be in breach of the Sales Contract or otherwise be liable to the other Party, for any delay in performance or non-performance of any of its obligations under the Sales Contract to the extent that the delay or non-performance is due to any Force Majeure Event which has been duly notified to the other Party pursuant to **Clause 12.1**.
- 12.3 For the avoidance of doubt, the affected Party shall continue to perform all of its obligations under the Sales Contract which are not affected by the Force Majeure Event and shall make reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Force Majeure Event.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of Singapore to the exclusion of any other law and without regard to any conflict of law principles.

- 13.2 Any disputes arising out of or in connection with this Agreement or with respect to the validity or enforceability of this Agreement (“**Dispute**”) shall be resolved in accordance with the procedure set out in this **Clause 13**
- 13.3 The Party raising a Dispute will first serve written notification of the Dispute (“**Dispute Notice**”) on the other party (each a “**Disputing Party**” and together the “**Disputing Parties**”). Within 14 days from the service of a Dispute Notice, senior representative(s) of each Disputing Party (who must have authority to negotiate and settle the issues in dispute) shall seek to resolve the Dispute by way of good faith discussions. If, within 21 days from the date of service of the Dispute Notice, the Dispute has not been resolved, the Disputing Parties shall refer the Dispute to, and such Dispute shall be finally resolved by, arbitration administered by the [Asia Pacific International Arbitration Chamber (“**APIAC**”)] in accordance with the Arbitration Rules of the [**APIAC**] for the time being in force (the “**Rules**”), which rules are deemed to be incorporated by reference in this clause.
- (i) The tribunal shall consist of one (1) arbitrator agreed by the Disputing Parties, unless the amount of the Dispute is **USD1,000,000** or more, in which event the number of arbitrators shall be three (3).
 - (ii) The seat of the arbitration shall be Singapore.
 - (iii) The language of the arbitration shall be English.

14. GENERAL

- 14.1 **Assignment:** Kingdee may assign, novate, delegate and otherwise transfer its rights and obligations under this Agreement in whole or in part to any person or entity without limitation and without notice to Customer. Customer agrees to do all things and execute all documents as may be reasonably required by Kingdee to facilitate such assignment, novation, transfer, subcontracting, delegation or outsourcing.
- 14.2 **No Partnership or Agency:** Customer and Kingdee hereby acknowledge and agree that Kingdee’s relationship with Customer is that of an independent contractor, and that nothing in the Agreement is intended to, or should be construed as creating a partnership, agency, fiduciary, representative, joint venture or employment relationship between the Parties.
- 14.3 **Variation:** Any deviations or additions to this Agreement (or of any of the documents referred to in it) shall be valid only if in writing and signed by or on behalf of both parties.
- 14.4 **Rights of Third Parties:** Any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) shall have no right to enforce this Agreement or any of its terms.
- 14.5 **Severance:** In the event that any of the provisions in this Agreement is found to be invalid or unenforceable by a court or tribunal, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 14.6 **Notice:** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person, when sent by facsimile or email (provided the sender system records a confirmation that such fax or email has been sent), when received by mail, postage prepaid, registered or certified mail, return receipt requested, or when received by an internationally recognized courier service, and proof of delivery received by the noticing Party. Such notices or communications shall be addressed to a Party at its address, e-mail address or facsimile number as set forth in the applicable Sales Contract.
- Any communications or confirmation in relation to applicable Sales Contract by the Parties, will through the email address or mobile phone number set forth in applicable Sales Contract , and such notifications, documents delivery, confirmations shall be deemed as received by the receiving Party. Any information, document or confirmation transmitted via the email address or other contact information set forth in applicable Sales Contract shall be deemed as an act authorized by and made on behalf of the sending Party.
- 14.7 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties,

whether written or oral, relating to the same subject matter.

- 14.8 **Waiver:** No failure or delay in enforcing any remedy or right will be deemed a waiver of the same, nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right. A waiver of any breach shall not constitute a waiver of any prior or subsequent breach.
- 14.9 **No Contra Proferentum Rule:** This Agreement shall not be construed against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions, and any rule of construction that a document shall be construed against the drafting party shall not apply to this Agreement. The parties acknowledge that, in executing this Agreement, they have each had the opportunity to seek or have sought the advice of independent legal counsel and have each read and understood all of the terms and conditions of this Agreement and its legal effect.
- 14.10 **Electronic Signatures:** The Parties agree that this Agreement may be executed by way of electronic signatures and that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness, authenticity or enforceability of this Agreement merely on the basis that this Agreement is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this Agreement.

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