

SPECIAL TERMS AND CONDITIONS FOR EASYMASTER 360

1 IT Support Services

- 1.1 This paragraph is applicable if Customer chooses to use the IT Support Services provided by Konica Minolta under this Agreement.
- 1.2 Konica Minolta shall provide the IT Support Services as set out in the scope of work ("SOW") at Customer's premises specified on the first page of this Agreement.
- 1.3 Konica Minolta will provide one (1) employee to provide IT Support Services at Customer's request.
- 1.4 Upon request by Customer, Konica Minolta may provide additional installation, set up, configuration services at a separate rate.
- 1.5 Konica Minolta shall provide the IT Support Services upon the request by Customer under the token system as described in the SOW. Without prejudice to Customer's right to use all tokens within the first 6 months from the Effective Date of this Agreement, half of the total tokens purchased by Customer under this Agreement but unused within the first 6 months from the Effective Date of this Agreement shall be forfeited upon the end of the 6th month from the Effective Date of the Service Agreement.
- 1.6 Duties of Customer: Customer shall (i) provide a safe workplace with adequate access to facilities for the performance of IT Support Services by Konica Minolta; (ii) provide proper system and network access for the performance of IT Support Services by Konica Minolta; (iii) provide all necessary and proper tools and software, including but not limited to installation media and licence, for performing IT Support Services; and (iv) provide clear and reasonable instructions for Konica Minolta to follow. Authorized contact person from the Customer shall be assigned for coordination and arrangement of the performance of IT Support Services.
- 1.7 Warranties: Konica Minolta makes no warranties of any kind, expressed or implied regarding the functionality of hardware or software, but instead relies on the warranties provided by the manufacturer of each equipment or device. Except as expressly stated in any service agreement or their general terms and conditions, Konica Minolta does not make, and hereby disclaims, any and all expressed or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage or trade practice. Due to the complexity and hidden factors in the IT system environment, Konica Minolta makes no warranties that it can fix or resolve all hardware or software issues. Konica Minolta will make every endeavour to provide alternative solutions or workarounds to achieve the best possible outcome to Customer. For the avoidance of doubt, the effectiveness of IT Support Services is governed by the effectiveness of the software and tools of Customer.

2 HR - Payroll and Recruitment Services

- 2.1 This paragraph is applicable if Customer chooses to use the Payroll and Recruitment Services ("HR Services") provided by Konica Minolta under this Agreement.
- 2.2 Konica Minolta shall provide the HR Services as set out in the SOW.
- 2.3 Upon acceptance of this Agreement by Customer and subject to the terms and conditions of this Agreement, Konica Minolta will grant Customer a non-exclusive, limited, personal, revocable access right in respect of the HR system ("HR System") for the time period stipulated in this Agreement. For the avoidance of doubt, Customer shall not have any title of The HR System.
- 2.4 Customer shall not assign in whole or in part or grant any rights in HR System to any other party.
- 2.5 The access right of the HR System is assigned to Customer for its internal use and the purpose of accessing the HR System only. Customer shall not be entitled to any other right or function related to such access right.
- 2.6 Customer shall not attempt to access, use, modify, copy, reverse engineer, download, upload or in any other way reproduce the HR System without the prior approval of Konica Minolta.
- 2.7 Out-of-pocket expenses: Customer will reimburse Konica Minolta all out-of-pocket expenses paid or incurred by Konica Minolta or any other reimbursable items in connection with the recruitment service. Konica Minolta will issue a separate invoice or include in the monthly invoice for such expenses to the Customer.
- 2.8 Limitation of liability: Konica Minolta shall not be responsible and liable for (i) verifying the truthfulness of the information/data supplied by the candidate; (ii) verifying the correctness of source data provided by Customer; (iii) any damages or losses to the information/data saved in Customer's network or any damages or losses caused to Customer when transmitting the data from/to the Customer to/from Konica Minolta; and (iv) any defects, flaws, programming errors, inefficiencies or malfunctions in the HR System, or for any lack of functionality in or non-performance of the HR System. If the HR System is unsatisfactory for any reason, Customer shall make any claim on account thereof solely against the third party supplier of the HR System and shall nevertheless, continue the obligations of payment under this Agreement. Customer agrees that it will not assert any defences, deductions, abatements, counterclaims or set-off against Konica Minolta. Customer further agrees (a) that its uses of the HR System will be governed solely by the terms of Customer's agreement with the supplier/provider of the HR System; and (b) Konica Minolta is not in any way responsible for the

acts or omissions of the third party supplier of the HR System.

- 2.9 Warranties: Konica Minolta makes no warranty, expressed or implied whatsoever with respect to the HR System and Customer accepts the use of the HR System in "as-is" conditions. Konica Minolta does not warrant that the operation of the HR Services and/or HR System will be uninterrupted or error-free. Any warranties provided in this Agreement will not apply in the event of defects or non-conformances resulting from: (i) use of software, equipment, interfacing or supplies not supplied by Konica Minolta; (ii) unauthorized or improper use or modifications of the HR System or any parts thereof; (iii) improper use or site preparation by Customer or a third party.
- ### **3 Bookkeeping Services**
- 3.1 This paragraph is applicable if Customer chooses to use the Bookkeeping Services provided by Konica Minolta under this Agreement.
 - 3.2 Konica Minolta shall provide the Bookkeeping Services as set out in the SOW.
 - 3.3 Upon acceptance of this Agreement by Customer and subject to the terms and conditions of this Agreement, Konica Minolta will grant Customer a non-exclusive, limited, personal, revocable access right in respect of the Bookkeeping system ("BK System") for the time period stipulated in this Agreement. The BK System is a proprietary to Konica Minolta.
 - 3.4 Customer shall not assign in whole or in part or grant any rights in the BK System to any other party.
 - 3.5 The access right of the BK System is assigned to Customer for its internal use and the purpose of accessing the BK System only. Customer shall not be entitled to any other right or function related to such access right.
 - 3.6 Customer shall not attempt to access, use, modify, copy, reverse engineer, download, upload or in any other way reproduce the BK System without the prior approval of Konica Minolta.
 - 3.7 KM acts as an independent contractor to Customer and will not act in any capacity of Customer's management or as its employee. This limitation extends to all KM's employees and subcontractors that may be needed in order to effectively and efficiently perform the services as specified in the SOW of the Bookkeeping Service.
 - 3.8 The Bookkeeping Service provided by KM is not an assurance service, such as external audit and attestation that provide any opinion. Therefore, KM will only communicate with and report to Customer or an individual designated by Customer in relation to the SOW of the Bookkeeping Service. The deliverables will not and should not be interpreted as i) reporting on financial statements or other data; ii) expressing a conclusion, certification or other form of assurance over financial reporting; or iii) the basis for written assertions by Customer's management covering its financial statements or other data or its internal control over financial reporting disclosures and procedures.
 - 3.9 Limitation of Liability: Konica Minolta shall not be responsible and liable for (i) verifying the correctness of source data provided by Customer; (ii) any damages or losses to the information/data saved in Customer's network or any damages or losses caused to Customer when transmitting the data from/to Customer to/from Konica Minolta; and (iii) any defects, flaws, programming errors, inefficiencies or malfunctions in the BK System, or for any lack of functionality in or non-performance of the BK System. If the BK System is unsatisfactory for any reason, Customer shall make any claim on account thereof solely against the third party supplier of the BK System and shall nevertheless, continue the obligations of payment under this Agreement. Customer agrees that it will not assert any defences, deductions, abatements, counterclaims or set-off against Konica Minolta. The Customer further agrees (a) that its uses of the BK System will be governed solely by the terms of Customer's agreement with the third party supplier/provider of the BK System; and (b) Konica Minolta is not in any way responsible for the acts or omissions of the third party supplier of the BK System.
 - 3.10 Warranties: Konica Minolta makes no warranty, expressed or implied whatsoever with respect to the BK System and the Customer accepts the use of the BK System in "as-is" conditions. Konica Minolta does not warrant that the operation of the Bookkeeping Services and/or the BK System will be uninterrupted or error-free. Any warranties provided in this Agreement will not apply in the event of defects or non-conformances resulting from: (i) use of BK System, equipment, interfacing or supplies not supplied by Konica Minolta; (ii) unauthorized or improper use or modifications of the BK System or any parts thereof; (iii) improper use or site preparation by Customer or a third party.
- ### **4 Business Operations Services**
- 4.1 This paragraph is applicable if Customer chooses to use the Business Operations Services provided by Konica Minolta under this Agreement.
 - 4.2 Konica Minolta shall provide the Business Operations Services as set out in the SOW.
 - 4.3 Upon acceptance of this Agreement by Customer and subject to the terms and conditions of this Agreement, Konica Minolta will grant Customer a non-exclusive, limited, personal, revocable license in respect of the bizCloud Operation Systems ("bizCloud Systems") for the time period stipulated in this Agreement. bizCloud Systems are proprietaries to Konica Minolta.
 - 4.4 Customer shall not assign in whole or in part or grant any rights in bizCloud Systems to any other party.
 - 4.5 The license of bizCloud Systems is assigned to Customer for its internal use and

the purpose of accessing the bizCloud Systems only. Customer shall not be entitled to any other right or function related to such license.

- 4.6 Customer shall not attempt to access, use, modify, copy, reverse engineer, download, upload or in any other way reproduce bizCloud Systems without the prior approval of Konica Minolta.
- 4.7 Limitation of Liability: Konica Minolta shall not be responsible and liable for (i) verifying the correctness of source data provided by Customer; (ii) any damages or losses to the information/data saved in Customer's network or any damages or losses caused to Customer when transmitting the data from/to Customer to/from Konica Minolta; and (iii) any defects, flaws, programming errors, inefficiencies or malfunctions in the bizCloud Systems, or for any lack of functionality in or non-performance of the bizCloud Systems. If the bizCloud Systems are unsatisfactory for any reason, Customer shall make any claim on account thereof solely against the third party supplier of the bizCloud Systems and shall nevertheless, continue the obligations of payment under this Agreement. Customer agrees that it will not assert any defences, deductions, abatements, counterclaims or set-off against Konica Minolta. Customer further agrees (a) that its uses of the bizCloud Systems will be governed solely by the terms of Customer's agreement with the supplier/provider of the bizCloud Systems; and (b) Konica Minolta is not in any way responsible for the acts or omissions of the third party supplier of the bizCloud Systems.

5 Customer Services

- 5.1 This paragraph is applicable if Customer chooses to use the Customer Services provided by Konica Minolta under this Agreement.
- 5.2 Konica Minolta shall provide services as set out in the SOW ("Call Centre Service").
- 5.3 Customer shall prepare a maximum of 10 questions with answers ("Preset Questions") for Konica Minolta to perform Call Centre Service as set out in the SOW before the commencement of the Call Centre Service. Any modification, amendment or addition to the Preset Questions shall be subject to additional charges set out in the SOW.
- 5.4 Limitation of Liability: Konica Minolta shall not be responsible and liable for (i) verifying the correctness of source data provided by Customer; (ii) any damages or losses to the information/data saved in the Customer's network or any damages or losses caused to Customer when transmitting the data from/to Customer to/from Konica Minolta; and (iii) any defects, flaws, programming errors, inefficiencies or malfunctions in the system of the call centre ("Call System"), or for any lack of functionality in or non-performance of the Call System. If the Customer Services are unsatisfactory for any reason, Customer shall make any claim on account thereof solely against the third party supplier of the Call System and shall nevertheless, continue the obligations of payment under this Agreement. Customer agrees that it will not assert any defences, deductions, abatements, counterclaims or set-off against Konica Minolta. Konica Minolta is not in any way responsible for the acts or omissions of the third party supplier of the Call System.
- 5.5 Any failure to satisfy the Service Level Agreement due to the inaccuracy and incompleteness of any information and data provided by Customer to Konica Minolta shall not constitute breach of this Agreement and Konica Minolta shall have no liability for any claims, actions, damages or other costs arising out of such failure.