



KONICA MINOLTA

CONFIDENTIAL

Agreement No.: \_\_\_\_\_

Account Manager: \_\_\_\_\_

SUPPLY AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_ between:

- (1) \_\_\_\_\_, having its principal place of business located at \_\_\_\_\_, Hong Kong (the "Company");
(2) KONICA MINOLTA BUSINESS SOLUTIONS (HK) LTD, having its principal place of business located at 43/F, AIRSIDE, 2 Concorde Road, Kai Tak, Kowloon, Hong Kong ("KM").

WHEREAS

- 1. The Company agrees to supply to KM hardware, software solutions, and provision of professional services and other services to be performed by the employee(s) of the Company within the Territory (as defined below), with respect to the terms and conditions as stipulated in this Agreement.
2. KM agrees to purchase and accept the Services or Products (as defined hereinafter) from the Company with the terms and conditions as stipulated in this Agreement.

NOW, THEREFORE, the parties hereto agree the terms and conditions set out in this Agreement.

SECTION A – MASTER TERMS AND CONDITIONS

A1 DEFINITIONS

- "Confidential Information" means Information disclosed by one Party to another under this Agreement that is confidential or would reasonably be considered confidential.
"Documentation" means manuals, instructions, technical literature, configuration guide and all other related materials supplied to KM by the Company for aiding the use and application of the Software, including but not limited to User Requirement Specification, Functional Specification (including architecture diagram, system flow diagram, screen prototypes, fields definition, fields validation, system design's business rules and logic, report layout and report logic etc), professional advice for system architecture design, system sizing etc, risk factors and contingency plan, daily application, database backup and restore procedures, system recovery procedures, data migration plan and procedures.
"End User" means the end customer(s) of KM that acquires the Software, Products and Services from KM within the Territory.
"Information" means technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, software, technique, production, costs, profit and margin information, finances and financial projections, customers, clients, end users, marketing, and current or future business plans and models.
"Products" means the hardware supplied by the Company under this Agreement and any necessary software or app used in connection with the applicable Products.
"Professional Services" means any of the professional services as set out in Section E and/or Statement of Works for providing basic training to the employees of KM and the End User, including but not limited to, project management, implementation, requirement study, installation and setup, customization, UAT support, go-live support, bug fixing and troubleshooting, arranging project meetings with KM and provision of relevant information or Documentation to KM and End User.
"Quotation" means quotation issued by the Company under this Agreement.

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“**Services**” means the Professional Services and the maintenance and support services of the Products and/or Software set out in Sections B, D and E collectively provided by the Company to KM.

“**Software**” means any necessary software solutions used in connection with the applicable Services. For the purpose of this Agreement, it refers to any software solutions and/or system developed by the Company or its subcontractor, vendor or any third party supplier. It also means any customizations, modifications, releases and updates or derivative works of such system.

“**Statement of Works**” means any order forms or statements of works to be agreed by the parties, including but not limited to project scope, project schedule, project activities and tasks to be performed by both parties and roles and responsibilities of both parties, acceptance criteria, as described in Exhibit A hereof.

“**Territory**” means Hong Kong and Macau.

## A2 TERM

The term of this Agreement shall be \_\_\_ year(s) from the date of this Agreement (“**Effective Date**”) or until otherwise terminated pursuant to the provisions of this Agreement (“**Term**”). Unless KM provide at least three (3) months’ prior written notice to the Company prior to the expiration of this Agreement, this Agreement shall be automatically renewed for a further period of one (1) year commencing on the day after the last day of the term (each a “**Renewed Term**”) and all the other terms and conditions of this Agreement will continue to be valid and effective during a Renewed Term (except the charges mentioned herein to be agreed by both parties). For the avoidance of doubt, the automatic renewal mechanism contained in this clause shall apply to each Renewed Term subsequent to the Term.

## A3 PURCHASE ORDER

A3.1 Any order of Products, Software and/or Services shall be placed by KM to the Company by KM’s standard purchase order (“**Purchase Order**”), listing out the details of Products, Software and/or Services to be ordered. Upon acceptance of any Purchase Order, it shall become a binding agreement between the Company and KM, wherein the Company agrees to supply and KM agrees to purchase the Products, Software and/or Services set forth on the Purchase Order pursuant to the terms and conditions of this Agreement. Should any party intend to cancel or modify a Purchase Order, that party shall inform the other party within 5 business days upon the issuance date of the Purchase Order.

A3.2 A Purchase Order shall be deemed to be accepted by the Company if KM has not received any written rejection of the Purchase Order including the reason for non-acceptance or rejection rejection within 5 business days upon delivery.

A3.3 In the event of any conflict or inconsistency between the terms and conditions of any Purchase Order and the terms and conditions of this Agreement, the Purchase Order shall prevail.

## A4 PAYMENT

A4.1 KM shall make payment to the Company according to the applicable Purchase Order. The payment due date shall be sixty (60) days from the receipt of the Company’s invoice, or within thirty (30) days of receipt by KM the payment from End User, whichever is later.

A4.2 Without limiting any other remedies or rights that KM may have hereunder, if the Company’s performance does not meet KM’s requirement and/or service levels as set out in Statement of Works, service level agreement or any other applicable documents, KM shall have the rights to suspend any payment until the Company has met KM’s requirement and/or service levels and KM shall have the right to terminate this Agreement.

## A5 WARRANTIES

A5.1 The Company hereby warrants that any equipment or materials or devices or software to be used by KM and/or the End User (regardless it is developed and maintained by the Company or by third party software partner) under this Agreement shall be performed or installed by the Company in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this Agreement.

A5.2 The Company hereby warrants that the performance of the Software shall be (i) free from any errors, defects or bugs; (ii) without any undocumented features; (iii) conform with KM’s specifications; (iv) in compliance with the service levels stated in the Statement of Work; (v) in compliance with the intellectual property laws and any other laws and regulations applicable in the Territory; and (vi) free from infringement of intellectual property rights of any third party.

A5.3 The Company further warrants that the Products shall be (i) fit for the purpose under this Agreement; (ii) free from error, defects or bugs; (iii) without any undocumented features; (iv) conform with KM’s specifications; (v) in compliance with the service levels stated in the Statement of Work; (vi) in compliance with the intellectual

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- property laws and any other laws and regulations applicable in the Territory; and (vii) free from infringement of intellectual property rights of any third party.
- A5.4 The Company further warrants and covenants that it is an authorized seller of the Products and/or the Software and it has obtained all permits, licenses, authorizations and must observe, comply and satisfy all legal requirements relating to the selling of the Products and/or the Software.
- A5.5 The Company shall comply with special provisions, undertakings or code of conduct flow down from the End User. If applicable, the Company and/or its subcontractors and personnel shall sign documents required by End User from time to time indicating agreement and full compliance with such special provisions or codes of conduct
- A5.6 Without prior written consent from KM, the Company shall refrain from discussing business or establishing any contractual relationship directly with End User with regard to any services similar or related to the Services as set forth this Agreement and any Statement of Work.
- A6 INDEMNITY AND LIABILITY OF THE COMPANY
- A6.1 The Company shall be liable for all loss and damages suffered by KM and the End User based on the use of the Products, Software and/or the Services provided by the Company.
- A6.2 The Company shall be liable for any delay or deficiency suffered by KM in providing services to End User if such delay or deficiency results from the Company's failure to perform its duties under this Agreement.
- A6.3 The Company shall be responsible for any damages or loss to the information/data saved in KM's or End User's network or any damages or loss caused to KM or End User or its employees or properties when providing the Services and/or the Software and the End User is using the Products.
- A6.4 The Company shall have liability for any claims, actions, damages or other costs arising out of or in connection with any content, material, documents or other information (including without limitation trademarks, copyrighted material, product information) provided to KM or End User by the Company.
- A6.5 The Company shall indemnify and keep indemnified KM against all claims or demands made by KM or any third party by reason of any loss, injury or damage, personal injury, damage to property, infringement of any intellectual property rights suffered by any person, directly or indirectly, which are due to the use of the Products and/or the Software.
- A7 LIMITATION OF LIABILITY
- A7.1 Subject to Clause A7.2, neither party shall in any event be liable for any loss of revenue or profits or loss of goodwill or for any other indirect, special, incidental, or consequential damages suffered by the other party in connection with this Agreement.
- A7.2 Nothing in this Agreement shall operate to limit or exclude the Company's liability for (a) death or personal injury caused by the Company's negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be limited or excluded at law; (d) any breach of confidence or its obligations under Section A8; (e) the Company's indemnification obligations under this Agreement; or (f) any wilful misconduct or deliberate repudiatory breach.
- A8 CONFIDENTIAL INFORMATION
- A8.1 Obligations. Each Party (a) undertakes to protect the confidentiality of the other Party's Confidential Information at a security standard not less than that deployed by the Party in protecting its own Confidential Information; (b) undertakes not to disclose the Confidential Information, except to its affiliates, employees and agents on a need-to-know basis upon first procuring the recipients to execute a confidentiality agreement containing similar undertakings as in this Section A8; (c) undertakes that the Confidential Information which belongs to the other Party would only be used, with reasonable care, for the sole purpose of exercising any rights and/or fulfilling any obligations under this Agreement; (d) agrees and acknowledges that each Party is responsible for the actions or omissions of its affiliates, agents and employees.
- A8.2 Exceptions. Confidential Information does not include information that is: (a) communicated to the recipient by a third party; (b) in the public domain or otherwise publicly available when disclosed to the recipient; (c) independently developed/owned by the recipient.
- A8.3 Required Disclosure. Notwithstanding the above, each Party may disclose the Confidential Information that belongs to the other Party by operation of law or by the order of a competent court or government entity, provided that, if it is legally permissible, the disclosing Party shall use commercially reasonable efforts to inform the other Party and allow the other Party to seek confidential treatment of the information.
- A8.4 Survival. This Section will survive indefinitely upon termination of this Agreement until the Confidential Information is no longer confidential.

A9 PERSONAL DATA (PRIVACY) ORDINANCE

The Company acknowledges that the Confidential Information may consist of personal data and be subject to the provisions of the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of the Hong Kong Special Administrative Region (“PDPO”). The Company agrees to comply with the provisions of the PDPO, and all other relevant laws and regulations, with respect to the Confidential Information, as if it were a data user as defined in the PDPO.

A10 TERMINATION

A10.1 KM may terminate this Agreement and its respective obligations under this Agreement upon written notice to the Company if:

- (1) the performance of the Company does not meet the standard and/or service level of KM and fail to provide a satisfactory remedy within 14 days from KM’s notice;
- (2) a bankruptcy petition relating to the Company is presented, or the Company enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors;
- (3) the Company undergoes a change of control or ownership;
- (4) the Company materially breaches any term of this Agreement or otherwise fails to satisfy any promise or covenant made herein, and further provided that the Company shall fail to cure said breach or failure within 30 days’ period;
- (5) the Company ceased to be the licensee of the Software.

A10.1 Either party may terminate this Agreement by written notice if any of the Force Majeure Events set out hereunder happened, and have been lasted for 3 weeks.

A10.2 Notwithstanding the above KM may terminate this Agreement, with or without cause, by 30 days’ written notice to the Company.

A11 EFFECTS OF TERMINATION

A11.1 Regardless of any reasons stated above, upon termination of this Agreement,

- (a) KM shall cease the payment as at the date of the termination except the outstanding payments which are due to the Company for products delivered and works and services already performed and accepted by KM under this Agreement;
- (b) KM shall cease to place any new order or start any new project with the Company;
- (c) the Company shall immediately return to KM all materials or information provided to the Company;
- (d) the Company shall provide to KM full set and latest user requirement specification and functional development specification, latest system installation manual, system recovery procedures and configuration guide within 10 business days upon termination or expiration of this Agreement.

A.11.2 Termination of this Agreement for any reason shall not affect the right of KM to recover from the Company:-

- (a) any damages for breach of this Agreement;
- (b) refund of any sum prepaid for un-delivered Products, Software and/or Services; and
- (c) any claim from the End User or third party caused by the breach of this Agreement.

A11.3 KM shall under no circumstances be liable for any termination damages, compensation or indemnities for market development or goodwill, loss of anticipated profits or expenditure of any kind incurred by the Company for the performance of this Agreement.

A11.4 Termination of this Agreement by KM shall not discharge either party from any existing obligations accrued due on or prior to the date of termination. For the avoidance of doubt, the Services to be performed by the Company and/or Software to be provided to KM that has been set out in the applicable Statement of Works shall be continued until the confirmation of project acceptance has been acknowledged by KM.

A11.5 The rights and remedies granted to KM pursuant to this Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or equity.

A12 ASSIGNMENT

KM has the right to assign its interest in this Agreement or its rights hereunder to any person or corporation at any given time. Conversely, the Company is strictly prohibited from assigning or transferring its interest in this Agreement or its rights hereunder to any person or corporation without the express, prior written consent of KM. The Company must adhere to this requirement to avoid any potential breaches of the agreement.

- A13      **FORCE MAJEURE**  
Neither party hereto shall be deemed in default of this Agreement to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, civil disturbance, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party (each, a “**Force Majeure Event**”).
- A14      **MODIFICATIONS AND WAIVER**  
The parties hereto may, by mutual agreement, amend any provision of this Agreement, and any party hereto may grant consent or waive any right to which it is entitled hereunder or any condition to its obligations hereunder, provided that each such amendment, consent or waiver shall be agreed by both parties and shall be in writing.
- A15      **STATEMENT OF WORKS**
- A15.1    KM and Company will develop and enter into one or more Statement of Works to be governed by the terms set out herein, incorporating the description and fees for each of the Products, Software and/or Services requested by KM. Each Statement of Works will further describe, if applicable, the Products and/or Software that the Company is obligated to furnish to KM, the acceptance criteria for each of the Products and/or Software and the applicable time period for KM to review, evaluate and/or test the Products and Software as the case may be.
- A15.2    In the event of any conflict between the terms and conditions of any Statement of Works and the terms and conditions of this Agreement, the latter shall prevail subject to the express agreement by the parties that the former should prevail.
- A16      **CHANGE OF ORDER**  
KM may at any time request and the Company may at any time recommend change(s) to the Products, Services and/or Software in a Statement of Works. Each party’s requested or recommended change(s) shall be addressed in writing to the other party’s project manager. Neither party will be obligated to agree to any change order until any change is formally agreed in writing and signed by the parties which will be construed as a new Statement of Works. Any change of orders that have been fully executed by the parties in the form of a new Statement of Works will become supplements to this Agreement.
- A17      **INSURANCE**  
During the term of this Agreement, the Company shall maintain, at its own cost and with a reputable insurance company, valid professional indemnity insurance (with cyber risk coverage), public liability and worker’s compensation insurance coverage for an insured sum that is adequate to cover liabilities that may arise under or in connection with this Agreement and shall, on KM’s request, produce a certificate of insurance showing the insured sum.
- A18      **INDEPENDENT CONTRACTOR**  
The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.
- A19      **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**
- A19.1    End User that derives Products, Software and/or Professional Services under this Agreement shall be deemed to be a third-party beneficiary entitled to the benefits and protections afforded to KM under this Agreement with rights of direct enforcement against the Company.
- A19.2    Except as otherwise expressly provided herein, no party other than the Parties to this Agreement and the End User shall have any rights in this Agreement. The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- A20      **ENTIRE AGREEMENT**  
This Agreement, other attachments and the Statement of Works constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, quotation, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter, unless otherwise explicitly agreed in writing by the parties.



A21 SEVERABILITY  
Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions hereof in any other jurisdiction.

A22 LAWS AND JURISDICTION  
This Agreement shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region and any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

## SECTION B – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PRODUCTS

### B1 WARRANTIES

B1.1 The Supplier warrants that the Products to be rendered to KM shall:  
(a) correspond with the applicable specifications(s); drawing(s), description(s), or sample(s) as set out in a Purchase Order, or Statement of Work;  
(b) be brand new;  
(c) be completely free from defects in design, material and workmanship;  
(d) be of merchantable quality and fit for their intended purpose made known to the Company by KM, whether expressly or by implication, and/or as set out in a Purchase Order, or Statement of Work.  
(e) be in compliance with all applicable statutory and regulatory requirements.

### B2 ACCEPTANCE OF PRODUCTS

B2.1 All Products ordered by KM are subject to final inspection, testing and acceptance by KM which shall be without prejudice to any other rights and remedies available to KM:  
(a) if any Products do not correspond with the requirement in this Section B, KM reserves the right to reject the Products or to require the Company to, at the Company's own cost, take immediate remedial actions;  
(b) KM may conduct further inspection and testing after the Company has carried out the relevant remedial actions;  
(c) if the rejected Products have been paid for, KM shall have the right to return the rejected Products and the Company shall, without delay, without any off-set or deductions (including without limitation for any administrative fees and/or expenses), refund the paid amount to KM;  
(d) the Company shall cover all costs incurred in case of rejected Products, including but not limited to all inspection, handling and transportation expenses; and  
(e) the Company shall remain fully responsible for the Products until KM has accepted the Products and that any inspection or testing that are conducted by KM for the purpose of determining whether the Products are acceptable shall not reduce or otherwise affect the Company's obligation under this Agreement.

### B3 PERMIT AND COMPLIANCE

In consideration of the payment by KM of the charges stated in the Statement of Works, and subject to the Company's compliance with the terms and conditions in this Agreement, the Company shall obtain all relevant permits, authorisation, licenses, and permission applicable in the Territory.

### B4 TITLE OF THE PRODUCTS

Title of each Product shall be transferred to KM upon full payment of the applicable Purchase Order notwithstanding the passing of risk of loss and damage to KM upon the delivery and acceptance of the Products.

### B5 DELIVERY OF THE PRODUCTS

B5.1 The Company shall ensure that the Products are properly packed and secured during shipment and delivery so as to ensure that the Products are not damaged during transportation.

B5.2 The Company shall deliver the Products in accordance with manner and time period stated in the Purchase Order. The risk of loss and damage shall remain with the Company until delivery and acceptance of the Products.

B5.3 The Company shall indemnify and keep KM harmless from and against all losses, damage, costs, expenses, liabilities, fees, penalties, taxes and remedies incurred by KM arising out of or in connection to the Company's failure to deliver the Products under this Agreement.

### B6 MAINTENANCE AND SUPPORT SERVICE FOR THE PRODUCTS

In consideration of KM paying the charges specified in applicable Statement of Works, the Company shall provide KM with support and maintenance for the Products ("**Products Support and Maintenance Services**") to the End User, subject to the terms and conditions of this Agreement during the period of maintenance, details as set forth in the Statement of Works.

The Company shall maintain sufficient parts for Products Support and Maintenance Services during the period of maintenance.

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## SECTION C – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SOFTWARE

- C1 LICENCE  
In consideration of the payment by KM of the charges stated in the Statement of Works, and subject to the Company's compliance with the terms and conditions of this Agreement, the Company grants to KM a transferrable and exclusive license (“**License**”) to use the Software during the term of this Agreement.
- C2 UPDATE RELEASE  
The Company shall provide update release of the Software to KM from time to time.
- C3 COPIES  
KM may make a reasonable number of copies of the Software for archival and security purposes. No other copies of Software may be made by KM without the Company's prior written consent.
- C4 DELIVERY OF SOFTWARE  
The Company shall provide to KM an executable copy of the Software licensed under this Agreement either electronically or via a storage medium at KM's option. Risk of loss and damage to Software media will pass to KM on delivery of the Software by the Company.
- C5 INSTALLATION OF SOFTWARE  
Details of installation of the Software shall be agreed by the parties in writing and specified in the applicable Statement of Works.
- C6 SOFTWARE WARRANTY
- C6.1 The initial Software warranty period shall be for one (1) year from the roll-out of the Software. Both parties will confirm the exact roll-out date in the applicable Statement of Works.
- C6.2 The Company warrants that if within reasonable time after the Software is first delivered to the Company and installed, it is reported to the Company that Software does not conform to its specifications as set forth in the Statement of Works, the Company shall be responsible at its own costs for the system recovery and re-installation of the Software at KM's premises if necessary.
- C7 LICENCE TERMINATION  
KM may terminate the Software Licence if the Company breaches its obligations under the Software Licence. KM reserves the rights to claim from the Company for the charges paid for the Software Licence.

## SECTION D – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SUPPORT SERVICES FOR SOFTWARE

- D1 SOFTWARE SUPPORT AND MAINTENANCE SERVICES  
In consideration of KM paying in advance the charges specified in applicable Statement of Works, the Company shall provide KM with software support and maintenance for the Software (“**Software Support and Maintenance Services**”) to the End User, subject to the terms and conditions of this Agreement during the period of maintenance, details as set forth in the Statement of Works.
- D2 COMPANY'S OBLIGATIONS  
In order for KM to perform its Software Support and Maintenance Service obligations to the End User, the Company, in addition to any other obligations under this Agreement, is required and agrees to do the following:
- (a) Ensure the Software is running smooth by providing both hotline support and on-site support within the agreed response time during and after the Software Support and Maintenance Services coverage;
  - (b) Provide all reasonable and appropriate assistance as requested by KM to resolve the reported Software incident during and after the Software Support and Maintenance Services coverage;
  - (c) Provide upgrade of systems software components, software libraries, and/or source code compilers to effectively receive Software corrections and/or updates. Company acknowledges that such upgrade will be at its costs and is not covered by the terms and conditions of this Agreement;
  - (d) Provide status update and incident report in KM's designated format within three (3) business days after the problem is fixed;
  - (e) Any support services that are performed outside the regular business hours, such services will be charged at a rate to be agreed by both parties.
- D3 CHANGES IN SOFTWARE SUPPORT AND MAINTENANCE SERVICES CHARGES  
The Company shall not revise Software Support and Maintenance Services charges.
- D4 DISCONTINUE OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES  
KM has the right to discontinue the Software Support and Maintenance Services if:

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- (a) the Company discontinues the specific platform on which the Software is designed to operate, then the Company shall provide immediate written notification to KM; or
- (b) the Company discontinues the provision of the Software Support and Maintenance Services; or
- (c) to be notified by KM without reason.

## **SECTION E – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES**

### **E1 PROFESSIONAL SERVICES**

E1.1 In consideration of the payment by KM of the fees and charges specified on the applicable Statement of Works, the Company shall provide Professional Services that are described in the applicable Statement of Works. Professional Services shall include but not be limited to:

- (a) project management and consultation, programming, application, design, implementation, installation and set up, integration and enhancement of the Products, Software and software customization;
- (b) all implementation/configuration and testing activities and demonstration for End User shall be adhering to technical and operational standards and processes under the project management professional framework;
- (c) provide Documentation and training to KM and End User;
- (d) provide user operation manuals (including administration functions and general user functions) or configuration guides and training to the End User;
- (e) prepare project plan and minutes of meeting;
- (f) provide recommendation and testing guidelines, test cases and testing procedures for the Products and/or the Software;
- (g) provide daily application, database backup and restore procedures;
- (h) provide recovery procedures or re-installation when the Software is in failure;
- (i) provide new Products as replacement at KM's request when the Products are in failure, error and/or malfunction;
- (j) provide installation and configuration services to set up UAT environment in both KM and End User environment;
- (k) provide installation and configuration services to set up production environment at End User's premises;
- (l) provide program customization as agreed in the applicable Statement of Works for any project which involve programming customization;
- (m) fixing bugs or making necessary amendments to the program code relating to the program of the Software;
- (n) providing adequate support to KM in solving project issues until the project completion is acknowledged by KM;
- (o) providing on-site support to KM to ensure the project roll out successfully;
- (p) provide alternative solutions or workaround, at its costs, if the Software cannot meet the performance and functions agreed by KM as set out in the Statement of Works.

E1.2 Except as otherwise set forth herein, the Professional Services contemplated by this Agreement shall commence as of the Effective Date and complete prior to the expiration of this Agreement.

E1.3 If the Professional Services have to be performed by stages, different timeline are specified on the applicable Statement of Works and the Company shall issue a formal signoff document to KM from time to time or after the completion of each phase. KM will confirm its acceptance by signing and returning it to the Company. If any timeline cannot be met, the Company shall inform KM immediately the exact completion timeline.

E1.4 Upon the request of KM, the Company shall provide additional Professional Services at the rate to be agreed by both parties and details will be set out in the applicable Statement of Works.

### **E2 COMPANY'S OBLIGATIONS**

The Company shall assign a dedicated project manager to work with KM's project manager. The project manager of the Company will be responsible for coordinating with KM's project manager to ensure the agreed obligations and scope of work in the Statement of Works are delivered to KM and the timelines and other requirements set out in the Statement of Works are met until the project completion acknowledgement has been signed off by KM.

### **E3 KM'S OBLIGATIONS**

E3.1 A single point of contact from KM shall be assigned for coordination and arrangement of the performance of Professional Services.

E3.2 KM shall provide appropriate assistance and information to the Company for the provisions of the Professional Services.

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**EXECUTION**

**IN WITNESS whereof this Agreement has been signed on the day and year first above written.**

Signed by and on behalf of  
Konica Minolta Business Solutions (HK) Limited

Signed by and on behalf of the Company

×  
\_\_\_\_\_  
Authorized Signature and Company Chop  
Name/Title:

×  
\_\_\_\_\_  
Authorized Signature and Company Chop  
Name/Title:

×  
\_\_\_\_\_  
Witness: ( )

×  
\_\_\_\_\_  
Witness: ( )

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## **Exhibit A – Statement of Works**

### **1. Specification of the Products, Software and Professional Services**

1.1 Products

1.2 Software

1.3 Professional Services

- a. Support in technical pre-sales, provide consultation to potential End User
- b. Provision of marketing materials and product training to KM
- c. Implementation and software maintenance service as per Sections D & E of this Agreement in accordance with the respective Statement of Work signed between KM and End User.

1.4 Service Level of the Company

- a. The Company shall comply with all reasonable service level requirements as required by KM and/or End User in the respective Statement of Work signed between KM and End User.

### **2. Pricing and Payment Schedule**

Refer to the Quotation. The Quotation shall form part of this Agreement, in the event of inconsistencies in interpretation between the terms and conditions of Quotation and this Agreement, this Agreement shall prevail.

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