

CloudTerrain Hosting Services – General Terms & Conditions

1. PROVISION OF SERVICES

CloudTerrain Limited (CTL) will provide Customer with access, maintenance and related hosting services ("Hosting Services") to the Software installed on CTL's servers and other equipment (the "CTL System"). If the solution involves CTL system to be placed at Customer premises or CTL system connected to Customer systems, customer agrees, as reasonably requested by CTL, to provide CTL with access to Customer's premises and equipment and to otherwise cooperate with CTL in performing the services.

During the term of Hosting Services, Customer may access the CTL System through a password made available by CTL. Customer shall be responsible for maintaining the confidentiality of such passwords and shall permit only authorized employees or its authorized parties of Customer to access the CTL System.

The scope of work of the Hosting Services, and the hosting fees will be specified in CTL's proposal or Statement of Work signed by both parties, and incorporated herein by this reference.

2. CUSTOMER'S RESPONSIBILITIES

Customer agrees that it shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment, software and other materials ("Customer Equipment") at Customer's location necessary for accessing the Software and the CTL System through the Internet. Customer agrees to notify CTL of any changes in the Customer Equipment, including any system configuration changes or any hardware or software upgrades, which may affect the Hosting Services provided hereunder. The CTL System is only to be used for lawful purposes. Customer agrees not to transmit, re-transmit or store materials on or through the CTL System or the Software that are harmful to the CTL System or Software, or in violation of any applicable laws or regulations, including without limitation laws relating to infringement of intellectual property and proprietary rights of others.

3. PRICING AND PAYMENT

Customer agrees to pay the fees and other charges for the Hosting Services and other services provided under the CTL's proposal or Statement of Work signed by both parties. CTL will invoice Customer for such Fees in the month/quarter after the month/quarter in which such fees accrue as provided in specified in CTL's proposal or Statement of Work. All amounts payable hereunder are exclusive of any and all taxes, and Customer is responsible for payment of such taxes (excluding taxes based on CTL's net income).

All prices are stated, and Customer shall pay, in Hong Kong Dollar. Payment received by CTL after the due date shall be subject to a late fee equal to Two [2%] percent per month. At the end of the initial contract term and any subsequent year terms, CTL may adjust the monthly fee by providing Customer written notice of such adjustment at least [60] days prior to the beginning of the new term.

4. LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES

4.1 CTL warrants and represents to Customer that (i) the Hosting Services will be performed in a professional and workmanlike manner and in accordance with Section 1. The uptime guarantee is 99.95% unless specified in CTL's proposal or the Statement of Work. In the event of Downtime (as defined in this Section below), as Customer's sole and exclusive remedy and CTL's sole and exclusive liability, the monthly fee payable for the Hosting Services shall be reduced as follows:

- a) In a calendar month, for the first [30] minutes of Downtime during Normal Business Hours or the first [4] hours of Downtime outside of Normal Business Hours ("Downtime"), CTL will credit Customer's account for [5%] of the monthly fee.
- b) In a given month, up to 100% of the monthly fee will be credited to Customer for the affected hosting services.

For the purposes of this General Terms & Conditions, "Downtime" shall mean any interruption in the availability of Hosting Services to Customer (excluding scheduled interruptions of which Customer is notified at least [1] working day in advanced), only if such interruption is due to:

failure of the CTL System (but not including problems associated with Internet connectivity). Downtime begins upon Customer notification to CTL of the interruption, either by speaking directly with a CTL customer service representative or recording a voice mail message in the CTL customer service voice mail box, and continues until the availability of the Hosting Services is restored to the Customer. For purposes of this General Terms & Conditions, "Normal Business Hours" shall mean between the hours of [9am] to [6pm] [GMT + 8 hours], Monday through Friday excluding public holidays.

5. LIMITATION OF LIABILITY

EXCLUDING LIABILITY FOR INFRINGEMENT CLAIMS AS DISCUSSED IN SECTION 7 OF THIS GENERAL TERMS & CONDITIONS, IN NO EVENT SHALL CORPORATION BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, EVEN IF CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CTL's entire liability under this General Terms & Conditions for any damages from any cause whatsoever, regardless of form or action, whether in contract, negligence or otherwise, shall in no event exceed an amount equal to 3 months of the Hosting Services Fee.

6. CONFIDENTIAL INFORMATION

Each party agrees to keep confidential and to use only for purposes of performing (or as otherwise permitted under) this General Terms & Conditions, any proprietary or confidential information of the other party disclosed pursuant to this General Terms & Conditions which is marked as confidential or which would reasonably be considered of a confidential nature. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed. Upon any termination of the hosting services, each party shall return to the other party all confidential information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this General Terms & Conditions.

7. INDEMNIFICATION

Subject to the limitations set forth in this Section 7, CTL will defend any third-party suit or action against Customer to the extent such suit or action is based on a claim that the CTL System infringes any valid patent, copyright, trade secret or other proprietary right, and CTL will pay with a limit of up to 3 months Hosting Services Fee for those damages and costs finally awarded against Customer in any monetary settlement of such suit or action which are specifically attributable to such claim.

These obligations do not include any claims to the extent they are based on use CTL System in violation of this General Terms & Conditions or in combination with any other software or hardware, or any modification to the Software or CTL System pursuant to Customer's specifications. If any portion of the Software or CTL System becomes, or in CTL's opinion is likely to become, the subject of a claim of infringement, then CTL may, at its option and expense,

- a) procure for Customer the right to continue using such Software or the CTL System, or replace or modify the Software or the CTL System so that it becomes non-infringing. The indemnity obligations set forth in this Section 7 are contingent upon:
 - (i) Customer giving prompt written notice to CTL of any such claim(s);
 - (ii) CTL having sole control of the defense or settlement of the claim; and
 - (iii) at CTL's request and expense, Customer cooperating in the investigation and defense of such claim(s).

8. TERM AND TERMINATION

8.1 Term and Termination

This General Terms & Conditions shall continue in effect from the Effective Date of the Hosting Services, unless earlier terminated as set forth below, and thereafter shall renew automatically for successive [1] year periods unless either party gives the other party at least [60] days prior written notice of its intent not to renew the Hosting Services. In addition, either party may terminate this Hosting Services by giving to the other party written notice of such termination upon the other party's material breach of any material term (subject to the other party's right to cure within [60] days after receipt of such notice), the other party's insolvency, or the institution of any bankruptcy or similar proceedings by or against the other party.

8.2 Effect of Termination

Upon any termination of this Hosting Services, CTL shall immediately cease providing all Hosting Services, and Customer shall no longer have access to the CTL System. Within [30] days of any termination of the Hosting Services, Customer shall pay to CTL all unpaid fees accrued prior to termination.

9. CUSTOMER REFERENCES

Customer agrees that, during the term of Hosting Services, CTL may reference Customer in CTL's customer listings and may place Customer's name and logo on CTL's Web site and in collateral marketing materials relating to CTL's products and services. Customer hereby grants CTL a right to use Customer's trademarks (name and logo only) designated by Customer for such limited uses, subject to Customer's trademark/logo usage guidelines, if any, provided by Customer to CTL. With these limited exceptions, CTL agrees that it may not use Customer's name, logo or any other trademarks (including in any press

releases, customer "case studies," and the like) without Customer's prior consent.

10. MISCELLANEOUS

This General Terms & Conditions, including CTL's Proposal or Statement of Work, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this General Terms & Conditions. Except as otherwise expressly provided herein, this General Terms & Conditions may be modified only by a writing signed by an authorized representative of each party.

This General Terms & Conditions shall be governed by and construed in accordance with the laws of the Hong Kong exclusive of its conflict of laws principles. Notices under this General Terms & Conditions shall be in writing, addressed to the party at its last-provided address, and shall be deemed given when delivered personally, or by e-mail (with confirmation of receipt) or conventional mail (registered or certified, postage prepaid with return receipt requested). Nothing contained in this General Terms & Conditions is intended or is to be construed to constitute CTL and Customer as partners or joint venturers or either party as an agent of the other.

If any provision of this General Terms & Conditions shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. All waivers of any rights or breach hereunder must be in writing to be effective, and no failure to enforce any right or provision shall be deemed to be a waiver of the same or other right or provision on that or any other occasion. Neither party may assign or otherwise transfer its rights and/or obligations under this General Terms & Conditions without the prior written consent of the other party. Notwithstanding the foregoing, no consent shall be required for an assignment of this General Terms & Conditions made pursuant to a merger, consolidation, or the acquisition of all or substantially all of the business and assets of a party. This General Terms & Conditions will bind and inure to the benefit of the parties and their successors and permitted assigns.