HKBN ENTERPRISE SOLUTIONS HK LIMITED ("HKBNES")
Special Terms and Conditions for AWS Cloud Enablement Services

1. Definitions

All capitalised terms used in this document shall have the meaning ascribed in HKBNES's General Terms and Conditions of Service unless the context requires otherwise or defined below:

"**AWS**" means Amazon Web Services. Inc. and its affiliates;

"**AWS Cloud Service**" means the cloud based services and products offered by AWS;

"**Customer Content**" means software (including machine images), data, text, audio, video, content, materials or data that Customer uses, installs, uploads or hosts using the Services (but does not include the materials provided by HKBNES);

"**End Customer Account Model**" refers to a Customer who has separate subscription directly with AWS for acquiring AWS Cloud Service;

"**Service(s)**" means the services provided by HKBNES to the Customer as set out in the Application in relation to AWS Cloud Service;

"**Solution Provider Account Model**" refers to a Customer who has subscription with HKBNES for acquiring the access to and use of AWS Cloud Service; and

"**User(s)**" means those employees, contractors, and end users, as applicable, authorised by Customer to use the Services.

2. AWS Cloud Service

2.1 For End Customer Account Model, the following provisions apply:

(a) Customer acknowledges that it is subscribing to AWS Cloud Service directly from AWS and that the agreement by and between AWS and Customer governs access to and use of the AWS Cloud Service under Customer's AWS accounts, except for fees, payment, pricing, and tax terms for use of the AWS Cloud Service, which are superseded by such terms set forth in HKBNES's agreement with Customer.

(b) Nothing in the Contract prevents AWS and HKBNES from exercising their rights and performing their obligations under HKBNES's agreement with AWS. HKBNES will not prevent AWS and Customer from exercising their rights and performing their obligations under the agreement by and between AWS and Customer governing access to and use of the AWS Cloud Service.

(c) Customer shall review the information available at https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

(d) HKBNES acknowledges that AWS has the right to (i) directly communicate and interact with the Customer without HKBNES's participation, and (ii) terminate the Customer's ability to access and use the AWS Cloud Service in accordance with the terms of the agreement by and between AWS and Customer.

2.2 For Solution Provider Account Model, the following provisions apply:

(a) HKBNES is permitted to provide the Customer with access to and use of AWS Cloud Service via HKBNES's AWS Cloud Service accounts solely in accordance with AWS's Solution Provider Program Terms and as end users under HKBNES's agreement with AWS.

(b) Customer shall not sell, transfer or sublicense the AWS Cloud Service account credentials to any other party, except any agents or subcontractors performing work on its behalf.

(c) Nothing in the Contract prevents AWS and HKBNES from exercising their rights and performing their obligations under HKBNES's agreement with AWS.

(d) Customer consents for HKBNES to disclose information of the Customer to AWS to allow AWS to collect, process and use such information for the purposes of the provision of access to and use of AWS Cloud Service to Customer.

2.3 HKBNES is not responsible for any outages or non-availability of AWS Cloud Service due to AWS or any other third party.

2.4 Customer authorises HKBNES to manage Customer's AWS Cloud Service account and undertake action on Customer's behalf as reasonably necessary in order for HKBNES to provide the Services to Customer. In no event shall HKBNES be liable to Customer or any other person or party, as a result of any action that HKBNES performs on Customer's behalf.

3. Provision of Services

3.1 HKBNES will provide the Services to Customer subject to the Contract and these special terms and conditions. Customer and its Users shall comply with the Contract including these special terms and conditions. For clarity a breach of any provisions in these special terms and conditions will entitle HKBNES to take such action as it sees fit including restricting, suspending or terminating the Services to Customer with or without notice.

3.2 Customer may specify the AWS regions in which Customer Content will be transferred into and/or stored for the AWS Cloud Service. HKBNES will not access or use Customer Content except as necessary to maintain or provide the Services, or as necessary to comply with the law or a binding order of a governmental body.

3.3 HKBNES will not move Customer Content from the AWS Cloud Service without notifying Customer, unless required to comply with the law or requests of AWS or governmental authorities.

3.4 Support service does not include any problems arising from:

(a) modification, alteration or addition or attempted modification, alteration or addition of the Services undertaken by persons not authorized by HKBNES; or

(b) Customer Content or hardware supplied by Customer. For clarity, HKBNES provides support service only to Customer's administrative or technical contacts listed on Customer's account and will not provide support directly to Users or other third party.

3.5 Customer is responsible for all activities that occur under Customer's AWS Cloud Service account, regardless of whether the activities are undertaken by Customer, Customer's employees or a third party (including Customer's contractors or agents).

3.6 Customer is solely responsible for the security of the AWS Cloud Service account. Customer must keep its AWS Cloud Service account information and passwords secure. Except to the extent caused by HKBNES's breach of the Contract, HKBNES expressly disclaims any responsibility or liability for any unauthorized use of or access to Customer's AWS Cloud Service account.

3.7 HKBNES may install third party software (for example, from AWS marketplace) as part of the Service. Where such activity requires the acceptance of an End User License Agreement (or similar terms), Customer hereby authorises HKBNES to accept such terms on Customer's behalf, agree to be bound by and adhere to such terms, and acknowledge that Customer, and not HKBNES is bound by such terms.

3.8 Customer shall ensure that it has the rights to use the Customer Content.

3.9 Customer is solely responsible for the development, content, operation, maintenance and use of Customer Content. HKBNES does not provide any backup of Customer Content. HKBNES makes no guarantees that the AWS Cloud Service environment will fully support the Customer Content.

3.10 HKBNES may suspend and/or terminate Service, (i) if required to do so by law; (ii) if AWS suspends and/or terminates the related AWS Cloud Service for whatever reason; (iii) if Customer violates any provision of the AWS Customer Agreement or AWS Reseller Customer License Terms or any other agreement incorporated with respect to the AWS Cloud Service; (iv) if Customer's use of AWS Cloud Service or the Service (A) poses a security risk, (B) may adversely impact AWS or any third party, (C) may subject HKBNES to liability, or (D) may be fraudulent.

4. **Indemnity**

Customer shall indemnify HKBNES and its agents, contractors, sub-contractors, third party equipment vendors and third party service providers or/and affiliates ("the Indemnified") against any actions or claims (including third party claims), loss, damage, expense (including legal costs on solicitor and client basis) suffered or incurred by any of the Indemnified due to:

(a) any breach by Customer or User of any terms under the Contract including these special terms and conditions;

(b) the provision of the Services to Customer except to the extent such loss is due to HKBNES's intentional default or gross negligence;

(c) Customer Content, including any third party claiming any interests in Customer Content, any claims arising

from any alleged illegal act, claims for defamation, infringement of intellectual property rights, damage to cloud infrastructures and respective data, loss of data or distribution of obscene or offensive material; and

(d) any software virus introduced by Customer or User.

5. **Termination and Consequences of Termination**

(a) Customer may terminate the Service by providing to HKBNES at least one (1) month prior written notice, with effect on or after the expiry of the applicable minimum subscription period.

(b) AWS root account information and Customer Content remains the right and property of the Customer, subject to the terms of the AWS Customer Agreement. Within two (2) weeks of HKBNES' receipt of notice of termination of the Service, HKBNES will transfer control of Customer's AWS Cloud Service account to Customer. HKBNES will remove all non-customer AWS Identity Access Management (IAM) accounts, groups, roles, and federation from HKBNES' systems prior to transfer of account ownership. HKBNES will transfer the AWS root account credentials to Customer transfer via an encrypted data transfer in such format and method as notified to or agreed with the Customer. HKBNES is not responsible for any breaches as a result of the transfer. Management of Customer Content on AWS Cloud Service, including copying, backup and removal, remains the responsibility of the Customer at all times.

(c) Billing will be reconciled following termination due to AWS billing usage in arrears. Customer is liable for any outstanding balance and must pay this balance on demand by HKBNES.

(d) Customer is advised to change the password of the AWS root account and amend the AWS IAM credential upon receiving such, and HKBNES shall not be liable for any loss or damage suffered by Customer as a result of Customer's failure to so change the password or credential.

END

Confirmed acceptance by the Customer
_____
Authorized Signature & Company Chop
_____
Name and Title
_____
Date