



**MOL Information Technology Asia Limited** (hereinafter referred to as “MITAS”) Subscription Agreement

Subscription Agreement No.

This Subscription Agreement consists of the terms and conditions below and the provisions of the Description of Services applicable to this Subscription Agreement, and any attachments or exhibits referenced in this Subscription Agreement, all of which are incorporated herein by this reference.

This agreement is valid for Free Trial & Paid Subscription period. However the No. of Users and corresponding Subscription Fees will be dealt in a separate Subscription Order (SO) time to time.

By signing below the parties acknowledge and agree to be bound to the terms of this Subscription Agreement. This Subscription Agreement effective as of the date mention below. Regardless of any terms and conditions contained in a Subscription Order (SO), if any, the terms of this Subscription Agreement apply.

<b>SUBSCRIBER</b>	<b>SERVICE PROVIDER</b>
Name of Subscriber (please print)	Name <b>MOL INFORMATION TECHNOLOGY ASIA LTD</b>
Signature	Signature
Name of the person Signing (Please Print)	Name of the person Signing
Title of person signing (please print)	Title of person signing
Signature date	Signature date

**Free Trial Period**

Number of Authorized Users	License Start Date	License End Date	Location

- During the trial period, the Subscriber is allowed to test full functionalities at free of charge.
- All the data will be deleted and accordingly the agreement will be treated as cancelled unless the formal Subscription Order is applied by the subscriber on or before the end date.

## UBeSafe! Terms and Conditions

### Article 1 : Purpose of the Terms

1. MOL Information Technology Asia Limited (hereinafter referred to as "MITAS") stipulates the Terms and Conditions (hereinafter referred to as "the Terms") of UBeSafe! Staff Safety Confirmation System (hereinafter referred to as "Services"), and in accordance with the Terms MITAS provides Software as a Service (SaaS) and associated mobile applications of the Services, which delivers functions for company administrators to send event notifications and employees to confirm their safety, whereabouts, status of Family & House and possibility of continue working fully or partially.
2. Subscribers for the Services (hereinafter referred to as "the Subscriber") shall ensure compliance with these Terms stipulated in the Terms.

### Article 2 : Scope of the Terms

1. These Terms apply to any relationship between MITAS and the Subscriber regarding the Services.
2. The terms and conditions of the use of the Services, which MITAS will notify the Subscriber as necessary for the smooth operation of the Services, are set forth and form a part of the Terms.

### Article 3 : Changes to the Terms

1. MITAS may change these Terms as necessary.
2. If any amendment is made to the Terms, the contents of the Terms after such amendment and the effective date thereof shall be notified to the Subscriber in accordance with **Article 17 Notice to the Subscriber**.
3. If the Subscriber uses the Services or pays the subscription fee, without making any special notice after the change to the Terms takes effect or if MITAS determines that it has consented to the change without any particular objection, it shall be deemed that it has consented to the change and subscription fee and other terms and conditions are subject to the revised terms and conditions unless stipulated separately.

### Article 4 : Types of Services

1. The functional scope of Services shall be as described in **Attachment 1**.
2. The Subscribers may choose to use all or part of the Services.

### Article 5 : Term of the Services

1. The minimum period of use of the Service shall be twelve (12) months from the date of commencement of use, it shall be the Effective Date as indicated in the notice to be sent from MITAS upon receipt of the Subscription Order from the Subscriber. While the period for system trial shall be one (1) month from the start date of trial.



2. The annual subscription fee shall not be refundable whatsoever the reason.
3. The agreement is automatically extended by twelve (12) months if the Subscriber does not give notice of termination. The invoice for the extension will be sent automatically on expiry date in accordance with **Paragraph 2 of Article 6 Setup cost, Subscription fees, other costs and payments**.
4. Apart from changes of Subscription Fee, the Terms may be changed in writing if both parties agree. If an existing Subscriber want to make change to the order, for instance, due to increase of users or employees, the difference of monthly fee (annual fee divided by twelve) for the remaining months (round down to a whole number, say, 2.5 months remain will be counted as 2 months) shall be additionally charged by issuance of an incremental invoice(s) at the time when the change is confirmed. Nevertheless, there will be no refund due to decrease number of users.
5. This Agreement is valid for both Trial & Subscription period.

#### **Article 6 : Setup cost, Subscription fees, other costs and payments**

1. The initial Setup Cost, Subscription fees and other costs that the Subscriber pays to MITAS are specified in **Attachment 2**.
2. MITAS reserves the right to renew the Subscription fee at time of service renewal. When making such changes, MITAS shall notify the Subscriber at least two (2) months before service expiry of the subscription fees after such changes and the effective date in accordance with **Article 17 Notice to the Subscriber**.
3. MITAS shall notify the Subscriber of the Subscription fees of new services provided by MITAS to the Subscriber from time to time in accordance with **Article 17 Notice to the Subscriber**.
4. The subscriber shall pay the fee within thirty (30) days from invoice date. MITAS may suspend or terminate the Services should Subscriber fails to pay upon invoice due date.
5. Invoices are in US\$ and subject to any applicable taxes, such as VAT, withholding tax. All taxes will be borne by the Subscriber.

#### **Article 7 : Application for and Decline of Subscription**

1. Any entity who wishes to subscribe the Services shall, after agreeing to the contents of the Terms, fill in the Subscription Order form and apply to MITAS by sending email to [MOLITBusinessConsultancy@molgroup.com](mailto:MOLITBusinessConsultancy@molgroup.com).
2. After MITAS reviews and approves the Subscription Order, it constitutes the Subscription Agreement for the Services containing the provisions of the Terms between the Subscriber and MITAS. Unless otherwise agreed between the Subscriber and MITAS, Effective Date as stated in the notice sent from MITAS to the Subscriber shall be the commencement date of the Services.
3. Upon the conclusion of the Subscription Order/Agreement, MITAS will notify the details of usage to the Subscriber immediately.
4. At the time of application, the Subscriber shall nominate a Company Administrator and notify MITAS thereof, and the same shall apply when changing the Company Administrator. The Subscriber shall have the Company Administrator perform all management related to the Service Users, and the Subscriber shall be responsible for the acts of the Company Administrator.



5. MITAS reserves the right to refuse an application if it determines it is inappropriate. If MITAS does not approve the Subscription Order, MITAS will notify the Subscriber.

#### **Article 8 : User registration/Deletion**

1. The Subscriber is entitled to register users including Administrator and/or Executive up to the maximum number of users specified at the time of application.
2. The Company Administrator of the Subscriber shall provide certain personally identifiable information, including but not limited to, email address, mobile number (with their prior consent) in the requested format who would use the Services, failing which MITAS shall be exempted from claims associated with failure to provide full functionality.
3. The user shall use the registered email address to sign up the Services. To sign up the service, user shall go through following user authentication:
  - (a) For ordinary user, password authentication is required. User shall update the password every ninety (90) days. The Company Administrator is strongly advised to conduct drill by use of the application on regular basis, so that the password will not be forgotten and it will not take time for the user to update their password at time of making notification reply.
  - (b) For user designated as Company Administrator or Executive, One-Time-Password (OTP) verification is applied. The system will send OTP to them by email as default and the Subscriber can opt for SMS at additional cost. The system will force them to provide OTP every time after they sign in to the system using either the web or mobile applications.
4. To sign up the service for the first time, each user shall read, understand, and accept the application privacy policy.
5. MITAS will populate the user information to the system provided by the Company Administrator at time of on boarding as described in Paragraph 2. Any changes to user details, addition or deletion of users afterwards shall be managed by the Company Administrator through the Employee Management screen. Any issues faced while inserting/updating employee details to be notified to UBeSafe support at [ubesafe@molgroup.com](mailto:ubesafe@molgroup.com).
6. Upon termination of the Services, the data, including but not limited to user information for registration, of the Subscriber and its employees collected for provision of the Services will be discarded from the Server of the system under appropriate management during regular maintenance.

#### **Article 9 : Services Availability**

Available hours for the Service is every day from 0 o'clock to 24 o'clock. However, this shall exclude the cases stipulated in **Paragraph 1 of Article 10 Suspension of Operation by MITAS**.

#### **Article 10 : Suspension of Operation by MITAS**

1. MITAS may suspend or stop all or any part of the operation of the Services in the following circumstances:
  - (a) In the event of unavoidable circumstances due to maintenance or other reasons of MITAS' facilities for the Services.
  - (b) When necessary to protect the facilities used to provide the Services from unauthorized access.
  - (c) When a natural disaster, incident or other emergency occurs or is likely to occur.
  - (d) Failure of telecommunications facilities installed by MITAS or other unavoidable circumstances.

- (e) In the event that MITAS determines that it is desirable to discontinue all or part of the operation of the Services.
  - (f) When it becomes difficult to provide this service due to a request based on laws and regulations, etc.
  - (g) Urgent maintenance of MITAS' system.
2. MITAS shall not be liable for any damages suffered by the Subscriber, or any third party arising out of the cessation of operation of the Services under the preceding paragraph.
3. When MITAS suspends the operation of the Services pursuant to the provisions of Paragraph 1 above, it shall notify the Subscriber in advance at least seven (7) business days prior to the suspension of the operation. However, this does not apply in case of emergency.

#### **Article 11 : Suspension of the Services by MITAS**

If MITAS determines that the Subscriber falls under any of the following, MITAS may suspend to provide the Services in whole or in part, by notifying the Subscriber in advance, unless there is an emergency. In case it is not improved within a reasonable period of time after the notification, MITAS reserves the right to terminate all or part of the Subscription Agreement.

- (a) Failure to pay, or payment of, the fees or other debts prescribed in **Article 6 Setup cost, Subscription fees, other costs and payments** even after the due date, or when incapability is reasonably expected.
- (b) If the Subscriber made a false statement to MITAS in accordance with **Article 7 Application for and Decline of Subscription**.
- (c) Acts contrary to the Terms that interfere with the performance of MITAS' businesses in connection with the Services or with MITAS' telecommunications facilities.
- (d) If the Subscriber or its related party is deemed as antisocial forces.
- (e) If the Subscriber, by itself or using an antisocial force, has used deceit, violent act or threatening language against MITAS.
- (f) If the Subscriber interferes with the operation of the Services or damage MITAS' reputation.
- (g) In case of violation of the Terms.
- (h) In other cases, when MITAS determines that it is inappropriate for a subscriber.

#### **Article 12 : Termination of Agreement by Subscribers**

1. The Subscriber shall notice MITAS at least two (2) months prior to service expiry for termination of the service in writing by sending email to [MOLIT-BusinessConsultancy@molgroup.com](mailto:MOLIT-BusinessConsultancy@molgroup.com).
2. The Subscription fee paid to MITAS is not refundable whatsoever the reason.
3. Upon termination of the Services, the data collected for provision of the Services from the Subscriber and its employees will be removed from the Server of the application during regular maintenance.

#### **Article 13 : Termination of the Services by MITAS**

1. MITAS reserves the right to terminate all or part of the Agreement after giving six (6) months' notice prior to its expiry in accordance with **Article 17 Notice to the Subscriber** to the Subscriber.
2. In the case of system trial, the services shall be terminated automatically upon expiry of one calendar month from the effective date of trial.

3. MITAS shall not be liable for damages suffered by the Subscriber or a third party in connection with the partial or complete discontinuation of the Service.

#### **Article 14 : Preparation and isolation of equipment**

1. The Subscriber shall maintain and manage servers, computer terminals, software, communication devices, communication lines and other facilities other than the facilities for the Services that are necessary for using the Services at its own responsibility and at its own cost.
2. The charges for the use of the communication lines necessary for the Subscriber to use the Services are not included in the Subscription fee and shall be borne directly by the Subscriber.
3. If the Subscriber becomes unable to use the Services, the Subscriber shall, without delay, investigate any failure in the servers, computer terminals, software, communication devices, communication lines or other facilities held by the Subscriber in order to use the Services, and notify MITAS of the results of the investigation and any matters required by MITAS.
4. Upon the request of the Subscriber for the investigation set forth in the preceding paragraph, MITAS shall conduct the test and notify the Subscriber of the result.
5. If, at the request of the Subscriber, MITAS send a MITAS representative to the Subscriber for investigation, the Subscriber shall pay to MITAS the expenses required for such investigation.

#### **Article 15 : Liability and Obligation of Subscribers for Use of the Services**

1. The Subscriber is solely responsible for any information it transmit through the Services and shall not cause any inconvenience or damage to MITAS.
2. If the Subscriber cause damage to another subscriber or a third party in connection with its use of the Services, or if any dispute arises with another Subscriber or a third party, such Subscriber shall settle it at its own expense and responsibility, and shall not cause any inconvenience or damage to MITAS.
3. If the Subscriber causes damage to MITAS by violating these Terms or by misconduct, MITAS may claim damages against the Subscriber.
4. In cases falling under any of the following items, MITAS may request the Subscriber to provide information, materials, etc. related to the status of use of the Services.
  - (a) When necessary to investigate and confirm the compliance of the Subscriber with the Terms.
  - (b) When necessary for the failure prevention or recovery of the Services.
  - (c) Necessary to improve the technical or economic functions of the Services.
  - (d) If MITAS deems it necessary.
5. MITAS may conduct questionnaire surveys, etc. regarding the Services to the Subscribers. The Subscriber shall comply with this.

#### **Article 16 : Prohibited Acts**

The Subscriber shall not engage in any of the following acts when using the Services.

- (a) Any act of using someone else's login password illegally.
- (b) Any act of the subscriber causing an excessive load on the facilities and lines for the Services of MITAS and hindering the use of the services by other subscribers.
- (c) Other acts that may interfere with the operation of the Service.



- (d) Any acts that cause inconvenience or disadvantage to other telecommunications facility managers or other subscribers.
- (e) Any other act deemed inappropriate by MITAS.

#### **Article 17 : Notice to the Subscriber**

1. MITAS may, at its option, notify you in one of the following ways:
  - (a) To send e-mail to the e-mail address to whom the Subscriber has notified MITAS at the time of or after the subscription. In this case, it shall be deemed to have been notified by MITAS at the time the e-mail is sent out to the e-mail address.
  - (b) There is a plan to enhance UBeSafe! Staff Safety Confirmation System in later phase so that any notice from MITAS will be sent as notification and/or alert to Subscriber though the time line is not determined yet. Once it is available, it is deemed that the notice to the Subscriber is made when it is published.
  - (c) Other methods that MITAS deems appropriate. In this case, the notice to the subscriber shall be deemed as completed as of the time designated by MITAS in said notice.
2. Where written notice procedures are required by this Agreement or any applicable law, MITAS' notice to the Subscriber may be replaced by the procedure described in (1) or (2) above.

#### **Article 18 : Intellectual property rights of MITAS**

1. All intellectual property right on any software, other programs or materials MITAS may provide to the Subscriber in connection with the provision of the Services, shall belong to MITAS or to any person with reasonable authority.
2. The Subscriber shall handle the Services and the materials provided in the preceding paragraph as follows.
  - (a) Use them for the purpose of making reference to the manuals, etc. provided to the employees, etc. of the Subscriber in order to use the Services.
  - (b) Do not copy, alter, edit, etc., and do not reverse engineer, decompile, or disassemble.
  - (c) Do not assign or provide collateral, etc., to third parties, regardless of whether they are for profit or not.
  - (d) Do not remove or change the copyright notice displayed by MITAS or anyone designated by MITAS.
  - (e) Do not violate the intellectual property right of MITAS.
3. The provisions of this Article shall remain in effect even after the termination of the Subscription Agreement.

#### **Article 19 : Duty of Confidentiality**

1. MITAS shall use the Technical or Business Secrets (Include information about the Subscriber) obtained from the performance of the Services only for the purpose of providing the Services. MITAS shall not provide such Secrets to a third party, except in cases falling under **Paragraph 2 of Article 22 Handling of Personal Information**, in a form that enables personal identification.
2. The Subscriber shall only for the purpose of using the Services use the Secrets on MITAS sales, technical, or other business (including, but not limited to, the contents of these Terms and the Services, operational manuals, etc.) obtained through the subscription of the Services. The Subscriber shall not disclose nor leak any to a third party without MITAS' consent.



3. The following information shall not fall under the secrecy of the preceding paragraph.
  - (a) Publicly known information;
  - (b) Information that has been held by the counterparty since prior to disclosure by the counterparty;
  - (c) Information developed and discovered independently without depending on the information received through the use of this service;
  - (d) Information lawfully obtained from a third party with legitimate rights, without obligation of confidentiality.
4. The provisions of this Article shall remain in effect even after termination of the Subscription Agreement of the Services.

#### **Article 20 : MITAS responsibility for the provision of the Services**

1. If the Services do not operate in accordance with the functional scope under normal operating environment, MITAS shall do its best to repair them. However, if the cause of the discrepancy is due to inaccuracy or ambiguity of the description in the operational manual or the like, the description shall be modified by MITAS.
2. If the facilities for this service do not operate in accordance with the functional scope or operational manual that MITAS deems appropriate, MITAS shall repair it promptly. In the event that the failure of the facilities for the Service is not corrected in spite of the repair, and if the cause thereof is not attributable to the Subscriber, MITAS shall compensate the subscriber for the normal direct damages actually incurred, limited to the case that the subscriber is unable to use the Service **continuously for 24 hours** (But it starts when MITAS learns that fact.) **or more** due to the failure, and up to the amount obtained by multiplying the number of hours unavailable divided by 24 (round off the fractional part) and 1/365 of the annual fee. However, if the Subscriber fails to make such claim within three (3) months from the date on which it became possible to make such claim, the Subscriber shall lose the right to make such claim. No claim shall be made and dealt with during system trial period.
3. The provisions of the preceding Paragraph 2 shall specify any and all liability MITAS shall have to the Subscriber for the use of the Services. It is not guaranteed that the Services are suitable or useful for the purpose of use of the Subscriber, that the operation is not interrupted, nor that there is no error in the operation. MITAS assumes no liability to the Subscriber or any other person for use of the Services other than those set forth in the preceding Paragraph 2, whether for non-compliance with legal terms or for express or implied warranty. However, if MITAS fails to provide the Services intentionally or through gross negligence, the provision of this Article shall not apply.

#### **Article 21 : Managing Information**

1. MITAS shall not be liable for any loss of information and any damages therefrom in case the information communicated through the Services or other information is lost due to the failure of telecommunication facilities and whatever unavoidable reasons.
2. The Subscriber shall take necessary measures to protect any information received or transmitted using the Services from lost due to the failure of equipment for the Services.

#### **Article 22 : Handling of Personal Information**

The personal information of the Subscriber is handled as per the Application Privacy Policy established by MITAS which is accessible from <https://ubesafe.mol-it.com/privacy>.

**Article 23 : Disclaimer**

Except as provided in these Terms, MITAS shall not be liable for any damage caused to the Subscriber, or any third party in connection with the provision, suspension, or termination of use of the Services or as a result of any action taken by MITAS in accordance with the Terms, regardless of the cause.

**Article 24 : Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but shall be valid and enforceable to the fullest extent permitted by law. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision or provisions shall be construed by the appropriate arbitral or judicial body by limiting and reducing it or them, so as to be enforceable to the maximum extent compatible with applicable law and without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

**Article 25 : Governing law**

The establishment, effect, interpretation and implementation of these Terms shall be governed by the laws of **Hong Kong**.

**Article 26 : Post-convention processing**

If the Agreement to use the Services is terminated upon expiration or termination, the Subscriber shall not use any equipment for the Services and shall immediately return to MITAS or dispose of any goods (including these terms, operation manuals, etc.) provided by MITAS.

**Article 27 : Dispute Resolution and Arbitration**

1. In the event of a dispute or controversy arising out of or related to this Agreement, both parties will seek to resolve any of such, first, by negotiating with each other in good faith between the respective principals of each. In the event a resolution is not promptly reached, such dispute or controversy shall be submitted to binding arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609) of Hong Kong SAR or any statutory modification or re-enactment thereof for the time being in force.
2. The decision of the arbitrator shall be final and binding and may be enforced in any applicable court of law, and both parties consent to the jurisdiction of Courts of the parties hereto.

## **Attachment 1 – Scope of Services**

UBeSafe! is the Staff Safety Confirmation System which would be used for staff of an organization to report their safety status in the event of a large-scale natural disaster or emergency with following basic functionalities:

- The system should consist of a web-site as well as a mobile application so that user can access by PCs or mobile devices.
- Basic staff information could be registered by the application, for instance, access role (Admin, Executive, Regular user), employee name, email address, mobile phone number, etc..
- System administrator can post a notification at times of disaster or emergency and request staff to report their safety via the web or mobile application, email and/or SMS. Alternatively, an announcement can also be made with no need for reply.
- Staff can report their safety by using the web or mobile application, email and/or SMS. By clicking on the embedded hyperlink in email and/or SMS, the staff can open up the web or mobile application for status response. Status to be reported could be down to detail as “own safety status”, “whereabout”, “safety of family”, “status of home”, “ability to work or not”, etc.
- The system will provide the management dashboard so that company administrator can monitor overall staff safety of the organization. It will show information such as events being posted, how many staff have reported and their status, how many staff who haven’t been reported yet, history of the past events etc.
- Administrators can send notification reminder or making calls (applicable for mobile application only) to individuals who have not replied by web or mobile application.
- MOLIT may plan to add the Department concept so that users could be grouped Department wise. If MOLIT confirm to proceed with the plan, Subscriber will be informed accordingly.
- Per current functionalities, Executives can see the replies of all users in a company. Hence, the access role of Executive should be granted with care. MOLIT might consider to enhance the application later so that Executives would be able to only see the replies from users pertaining their department later. If it is confirmed, MOLIT will inform Subscriber when available.
- System labels and messages of the Web as well as Mobile application supports both English and Japanese in current phase, while email or SMS contents can be prepared in any language as captured.
- MITAS has the right to continuously improve and upgrade its product. When an update or upgrade is performed on MITAS on Cloud, all subscribers will automatically be moved to new update or upgrade.

## Attachment 2 – Commercials

The relevant cost and fee are set out as per below schedule.

Number of registered users per organization per location	Initial Setup Cost US\$	Annual Subscription Fee US\$	Initial Payment US\$
1 - 19	750	720	1,470
20 – 39	750	1,200	1,950
40 – 59	1,000	1,680	2,680
60 – 79	1,500	2,040	3,540
80 – 99	2,000	2,400	4,400
100 - 199	2,000	2,700	4,700
200 - 299	2,000	3,000	5,000
More than 299	Separate Quote will be provided upon request.		

The Subscriber shall bear the cost of SMS at the sending side should its administrator(s) opt to send notifications or alerts by SMS from the Application. Additional cost shall be incurred if the Subscriber opt for OTP to be sent by SMS to its administrator(s) and/or executive(s). MITAS shall invoice the Subscriber on the SMS cost with commission based on the payment advices from the SMS messaging service provider per actual use. The Subscriber shall pay attention when choosing to send notifications or alerts or OTP using SMS especially to large number of recipients as the cost may become high. In addition, each employee may also bear cost as SMS message receiver, if any, which might eventually be borne by the Subscriber subject to the arrangement between the Subscriber and its staff.

1. Taxes would be additional and would be levied at the rates prevailing at the time of invoice.
2. One Time Setup Cost will be charged in the initial invoice. Subscription Fees will be charged Annually in Advance at the time of signing Subscription Order after Trial Subscription period, If applicable.
3. No. of Users and corresponding Subscription Fees will be dealt in a separate Subscription Order (SO) time to time.
4. MITAS may consider to offer a One-Month Free Trial Subscription period to potential Subscriber as appropriate.
5. Any other services not expressly mentioned in the order are treated as out of scope and shall be charged (if applicable) per prevailing standard hourly rate of respective role(s) of MITAS.

END