

LTLabs Master Service Agreement

THIS MASTER SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF LTLABS LIMITED SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF LTLABS LIMITED SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By executing and accepting the terms and conditions specified herewithin, THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MSA AND OF SERVICE ORDERS TO BE ENTERED BY THE PARTIES FROM TIME TO TIME UNDER THIS MSA. THE PERSON WHO CLICKS A BOX INDICATING ACCEPTANCE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERMS "CLIENT" OR "CLIENTS" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THEY DO NOT HAVE SUCH AUTHORITY, OR IF THEY DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT ACCEPT THIS AGREEMENT AND THEY MAY NOT USE THE SERVICES (AS DEFINED IN SECTION 1).

1. Definitions

The following definitions and rules of interpretation apply in the MSA.

"Affiliates"	any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party.
"Change"	A change to the Services in accordance with Clause 3.4;
"Change Order"	has the meaning in Clause 3.4;
"Claim(s)"	has the meaning in Clause 12.2;
"Client" or "you"	the legal person (whether company, partnership, individual or otherwise), identified in the Service Order, to whom the Services may be provided to, and shall include Client Affiliates in accordance to Clause 3.1;
"Client Data"	any information or data provided by Client and Client Affiliates to LTLabs and/or Client data accessed or used by LTLabs or transmitted by Client and Client Affiliates to LTLabs on the Equipment in connection with LTLabs' provision of the Services, including, but not limited to, any written or printed summaries, analyses or reports generated in connection with the Services made by the Client and/or Client's Affiliates
"Client Equipment"	the equipment purchased by the Client from LTLabs in accordance to the terms of the Service Order;
"Client Reports"	has the meaning in Clause 7.4;
"Confidential Information"	has the meaning as defined in Clause 9.1;
"Dispute Notice"	has the meaning in Clause 3.7;

"Documentation"	Written instructions, manuals, directions and/or policies provided by LTLabs to the Client;
"Equipment"	LTLabs Equipment and Client Equipment collectively;
"Effective Date"	the date in the signature block of this MSA or signature block of the Service Order or SOW, whichever is later;
"Force Majeure"	has the meaning in Clause 13.3;
"Invoice"	the invoice issued by LTLabs to the Client setting out the charges or fees of the Services and/or any other fees or charges payable under the Agreement or applicable Service Order(s);
"Invoice Due Date"	has the meaning in Clause 3.7;
"IP"	all intellectual property, including patents, copyrights, trademarks, trade secrets and other proprietary information
"LTLabs Equipment"	equipment or hardware provided by LTLabs to the Client;
"LTLabs Party(ies)"	Has the meaning in Clause 10.1;
"Portal"	the internet online portal provided by LTLabs to Client;
"Products"	has the meaning in Clause 2.4;
"Professional Services"	the implementation of, installation of and technical support for the Software Services;
"Professional Service Commencement Date"	the commencement date of the Professional Service;
"Protected Information"	user IDs, tokens, passwords, digital signatures;
"Services"	Professional Services and Software Services collectively;
"Service Documents"	has the meaning in Clause 2.5;
"Service Orders"	the orders executed by LTLabs and Client for the Services;
"Software"	the software to be provided by LTLabs to Client pursuant to the applicable Service Order(s);
"Software Service Commencement Date"	the commencement date of the Software Service;
"Signing Client Affiliate"	the Affiliate of the Client who has executed a Service Order;
"Software Services"	the software services provided by LTLabs to Client;
"SOW"	The statement of work executed or to be executed by LTLabs to Client in relation to the Professional Services;
"Term"	has the meaning in Clause 4.1;

"Works"	Has the meaning in Clause 7.3;
----------------	--------------------------------

2. Services; Equipment and Order of Priority

- 2.1 LTLabs Software Services and Professional Services.** During the Term subject to the terms and conditions of this MSA, LTLabs agrees to provide Software Services and/or Professional Services and Client agrees to purchase such Services. LTLabs may provide the Services by its Affiliates.
- 2.2 Software Services.** Specific terms and conditions relating to the Software Services shall be set forth in one or more Service Order(s) executed by the parties. A detailed description of the specific Software Services being purchased is set forth in the relevant service description and SLA for such Software Services.
- 2.3 Professional Services.** Specific terms and conditions relating to the Professional Services shall be set forth in the SOW executed by the parties.
- 2.4 Equipment.** The Client may purchase equipment or hardware in accordance to the terms and conditions set forth in a Service Order. Risk of loss or damage to the Equipment shall pass to the Client upon delivery [or installation, whichever is earlier]. Title to the Client Equipment shall pass to Client upon payment by the Client to LTLabs. Title to the LTLabs Equipment shall remain with LTLabs and Client shall return and make no further use of the LTLabs Equipment (and all copies of them) in good condition and working order within twenty-eight (28) days of the date of termination or expiry of the Service Order. If the LTLabs Equipment is not returned by Client within this time period or is returned in an unsatisfactory or non-working condition, Client shall pay the full replacement cost of the LTLabs Equipment. The Equipment, Software, Protected Information and Documentation are collectively referred to as "Products".
- 2.5 Service Documents.** The Service Order(s) and SLA relating to the Software Services and SOW relating to the Professional Services are collectively referred to as "Service Document(s)". Each Service Document shall be a separate independent agreement which shall incorporate the terms of this MSA by reference.
- 2.6 Order of priority.** In the event of a conflict between the terms and conditions of this MSA and a Service Document (including any exhibits or attachments thereto), the terms and conditions of the Service Document shall prevail.

3. Fees; Taxes; Invoicing and Payment

- 3.1 Affiliates.** "Client" may include Client Affiliate(s): (i) approved by LTLabs to purchase Services under this MSA by Signing Client Affiliate(s) or by Client executing a Service Order/SOW for such Services on such Affiliate(s)' behalf, (ii) receiving the benefit of the Services through Client's purchase of the Services, or (iii) whose data is included, accessed or received by LTLabs in connection with the performance of the Services for Client. With respect to such Client Affiliate(s), Client hereby represents and warrants that: (A) Client has obtained the necessary consent from each Client Affiliate for LTLabs to access such Client Affiliate's networks and data in connection with providing the Services; (B) Client has obtained consent and/or authorization from LTLabs to provide Services to the Client Affiliate; and (C) each Client Affiliate agrees to, and is hereby legally bound by, the terms of this MSA. The parties acknowledge and agree that except for any Signing Client Affiliate(s), Client Affiliate(s) are not intended to be third party beneficiaries to this MSA and shall have no direct claim against LTLabs hereunder. The Signing Client Affiliate(s) and Client shall be fully liable for any breach of the terms of this MSA by its Affiliate(s) receiving or having access to the Services hereunder.
- 3.2 Software Service Fees.** Client agrees to pay LTLabs for the Software Services in accordance with the applicable Service Order. For each Service Order, the Software Service Commencement Date shall be on the first day in which LTLabs: (a) has established communication on the Equipment; and (b) has verified availability of Client Data on the Portal (details and login details of which shall be provided by LTLabs to the Client). LTLabs shall invoice Client for such Software Services provided on or after the Software Service Commencement Date. LTLabs may at its sole discretion cancel any Service Order, or portion thereof, for any Services that are not implemented within six (6) months after execution of the Service Order.
- 3.3 Professional Services Fees.** Client agrees to pay LTLabs for the Professional Services in accordance with the applicable SOW. For each SOW, the Professional Services Commencement Date shall be the

date specified in the applicable SOW and LTLabs may invoice Client for such Professional Services on or after the Professional Services Commencement Date.

- 3.4 Change.** The following circumstances shall constitute a Change: (i) either party proposes to modify or alter the time of delivery of the Services or the composition of the Services and such modification and alteration is accepted by the other party; (ii) LTLabs alters the cost to Client for the Services; or (iii) other changes agreed by Client and LTLabs in writing to be a Change. Any Change to the applicable Service Document shall be documented in writing signed by an authorized representative of each party ("Change Order"). Upon issuance of Change Order, such Change shall be binding on both parties.
- 3.5 Expenses.** If the Services require LTLabs to attend the Client's premises, the Client shall reimburse LTLabs for all reasonable expenses, including, but not limited to, travel, hotel and meals, incurred in connection with the provision, implementation, performance or delivery of the Services.
- 3.6 Taxes.** Client shall be responsible, on behalf of itself and its Client Affiliates, for the payment of all taxes arising out of and in connection with this MSA and any Service Documents in the territory the products and services are provided, including, but not limited to, any sales, use, value-added, or import taxes, customs duties or similar taxes assessed in accordance with applicable law with respect to the provision, implementation, performance, delivery or receipt of the Services, Equipment or goods in connection with the Services, except for taxes imposed on LTLabs' income or arising from the employment relationship between LTLabs and its employees and taxes for which the Client has provided valid and official documentation of its tax exempt status. If Client is required by law to withhold or deduct an amount from payments due to LTLabs under this Agreement, Client shall include such additional amount to LTLabs in addition to the payment due to LTLabs to ensure that LTLabs receives, after such withholding or deduction, the amount payable to LTLabs is net of all charges and without any set-off, deductions or withholdings.
- 3.7 Invoicing; Payment and Disputes.** LTLabs shall send the Client an Invoice which shall be paid by the Client in accordance with the payment terms set forth and detailed in the applicable Service Document and in this Agreement. Unless otherwise provided for in the applicable Service Document: (a) all charges, fees, payments and amounts hereunder will be in United States dollars; and (b) all amounts due under each Invoice shall be payable within thirty (30) days from the date of the invoice (the "Invoice Due Date") without any set-off or withholding for any reasons whatsoever. Client may reasonably and in good faith dispute any portion of any amount claimed by LTLabs as payable prior to the Invoice Due Date, by promptly paying all amount due under such Invoice and providing LTLabs, prior to the Invoice Due Date, written notice specifying the disputed amount and the basis for the dispute in reasonable detail ("Dispute Notice"). All portions of the disputed amount determined by LTLabs to be owed to Client shall be refunded to the Client within 14 Business Days of the receipt of such Dispute Notice.
- 3.8 Non-Payment.** For invoices not paid by the relevant Invoice Due Date, LTLabs reserves the right, without prejudice to any other remedy to which it may be entitled, to: (a) charge Client a late fee of one and a half percent (1.5%) per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less; (b) suspend the provision of the Services until such time as payment is received and LTLabs shall provide at least five (5) business days advance notice to Client prior to any such suspension of Services; (c) not accept any additional orders from the Client; (d) terminate this MSA and any Service Document(s) providing five (5) business days advance notice to Client. Client shall pay all reasonable expenses, including but not limited to legal fees, incurred by LTLabs to collect any amounts owed by Client. LTLabs shall have no liability to Client for any such suspension of Services, non-acceptance of orders, or termination of this MSA and any Service Document(s).
- 3.9 Third-Party Products/Services.** If Client is purchasing, or subsequently purchases, any third party products or services through LTLabs pursuant to any Service Document, then, as applicable, Client will comply with the terms and conditions attached to or referenced in that Service Document relating to such third party product or service, including without limitation any third party end user agreement.

4. Term of MSA and Service Document

- 4.1 Term of MSA.** The term of this MSA shall commence on the Effective Date and shall continue until the Service Document based on this MSA are terminated pursuant to Section 5 (the "Term").
- 4.2 Term of Service Document** The term for the Services specified under the Service Document shall be the period as set out in the applicable Service Document.

5. Termination

- 5.1 Termination for Breach.** Either party may terminate this MSA or any unexpired Service Document in the event that the other party materially defaults in performing any obligation under this MSA: (a) immediately following notice of default provided by the non-defaulting party to the defaulting party if such default is not capable of being remedied; or (b) thirty (30) days following written notice of default if such default continues un-remedied. If this MSA or any unexpired Service Document is terminated for any reason, Client agrees to pay to LTLabs: (i) all unpaid Service fees as set forth in the Service Document accrued or performed as of such termination date; plus (in circumstances where termination is for any reason other than LTLabs' breach) (ii) all outstanding charges, fees, payments and amounts due under all Invoices; (iii) for Software Services only, a termination fee equal to the Software Service fees that will become due during the remaining term of the applicable Service Order(s). If the Client terminates this MSA or any unexpired Service Document as a result of LTLabs' breach, then to the extent that Client has prepaid any Service fees, LTLabs shall refund to Client such prepaid fees on a pro-rata basis provided that such fees are attributable to the services that has not been performed, implemented or delivered and for Services attributable to the period after such termination date. For the avoidance of doubt, Client remains liable to pay to LTLabs all unpaid Service fees as set forth in the Service Document accrued as of, and attributable to the period prior to, such termination date, and LTLabs shall be entitled to set-off any amount owed by Client to LTLabs from such prepaid fees by Client.
- 5.2 Termination for Insolvency.** This MSA will terminate, effective upon delivery of written notice by either party to the other party upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.
- 5.3 Effects of Termination of MSA.** The termination of this MSA shall have the effect of terminating any and all outstanding or uncompleted Service Documents. Upon termination for any reasons whatsoever, LTLabs shall provide the Client with limited access to the Software for a period of 12 months from the date of termination, whereby the Client will only be able to view and download the Client's Reports generated prior to the date of termination. For the avoidance of doubt the Client will no longer be able to make any transactions or data input into the Software. This clause will also apply to any termination of Service Orders. LTLabs shall not be required to continue or complete performance of any outstanding or uncompleted Services or provide any Equipment after the effective date of termination.
- 5.4 Return LTLabs Equipment.** Upon termination, the Client shall:
- (i) return all LTLabs Equipment to LTLabs in accordance to Clause 2.4 and shall cease to use all Services;
 - (ii) return all Confidential Information in its possession together with all copies thereof;
 - (iii) destroy all Confidential Information in its possession by shredding or incineration or otherwise of all documents and other materials in its possession, custody or control and/or irretrievably delete the same if stored on electronic or magnetic media and certify to the other that that this has been done.
- 5.5 Effects of Termination of Service Document.** Termination or expiration of a Service Document shall not be construed, by implication or otherwise, to constitute termination of this MSA or any other existing Service Document. In the event that this MSA is terminated, any existing Service Document shall also terminate. For the avoidance of doubt, the Client shall be liable to pay for all Service fees for any Services which has already been provided to the Client and effectively received.
- 5.6 Rights and Remedies.** Any termination of this Agreement by LTLabs shall be without prejudice to any other rights or remedies LTLabs may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of LTLabs, and shall not discharge or vary:
- (i) any rights and obligations of LTLabs which have accrued up to the date of such termination;
 - (ii) any rights or obligations of LTLabs which are expressly or impliedly intended to survive the termination of this MSA; or
 - (iii) any other right or remedy available to LTLabs at law.

6. Software Services Software, Restrictions

- 6.1 Software Services Provision.** LTLabs will provide to Client LTLabs Equipment, Software, user IDs, passwords and Documentation and access to and use of the Portal, as necessary to enable the Client to receive the Software Services, strictly subject to the restrictions and terms set out in this MSA.
- 6.2 Use.** LTLabs grants Client during the term as specified in the Service Document, a limited, revocable, non-transferable and non-exclusive license to access and use the Products which have been delivered to Client provided that the Client shall use the Products subject to the restrictions set out in Clause 6.3 and applicable Service Documents.
- 6.3 Restrictions.** Client: (i) will use the Products and Services for its own internal business purposes, or for the internal business purposes of Client Affiliates; and (ii) will not, for itself, or for any Client Affiliate or any third party: (a) sell, rent, license, assign, distribute, or transfer any of the Products; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Software; (c) copy any Software or Documentation, except that Client may make a reasonable number of copies of the Documentation for its internal business use (provided that Client reproduces on such copies all proprietary notices of LTLabs or its suppliers); or (d) remove from any Product any language or designation indicating the confidential nature thereof or the proprietary rights of LTLabs or its suppliers. In addition, Client will not, and will not permit third parties to: (i) use any Software or Equipment, whether directly or indirectly, and whether or not on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (ii) alter any aspect of any Software or Equipment; or (iii) except as permitted under Clause 13.1, assign, transfer, distribute, or otherwise provide access to any of the Products to any third party or otherwise use any Product with or for the benefit of any third party.
- 6.4 Protected Information.** Client shall treat the Protected Information as Confidential Information in accordance with Section 9.

7. Proprietary Rights

- 7.1 Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, consents and authority to transmit Client Data to LTLabs under this MSA and that Client has and shall continue to fulfill all obligations with respect to individuals as required to permit LTLabs to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and LTLabs, Client will own all right, title and interest in and to: (i) Client Data; (ii) IP of Client that may be made available to LTLabs in the course of providing Services under this MSA; and (iii) all confidential or proprietary information of Client and Client Affiliates, including, but not limited to, Client Data, Client Reports, and other Client files, documentation and related materials.
- 7.2 Limited License.** Client grants to LTLabs a limited, non-exclusive, worldwide license to use and otherwise process the Client Data during and after the term hereof for the purposes of development, enhancement and/or improvement its services and the products and services it offers and provides to Clients. This MSA does not transfer or convey to LTLabs or any third party any right, title or interest in or to the Client Data or any associated IP rights.
- 7.3 LTLabs' Proprietary Rights.** Subject to the provisions of Clause 2.4 in relation to title transfer of Client Equipment, as between Client and LTLabs, LTLabs will own all right, title and interest in and to the Products and Services and this MSA does not transfer or convey to Client or any third party any right, title or interest in or to the Products and Services or any associated IP rights, but only a limited right of use as granted in and revocable in accordance with this MSA. Any license granted by LTLabs to the Client shall automatically terminate on the expiry or termination of the relevant Service Document. LTLabs will retain ownership of all copies of the Documentation. In addition, except as set forth in Clauses 7.1 and 7.4, Client agrees that LTLabs is the owner of all right, title and interest in all IP in any work, including, but not limited to, all inventions, methods, processes, and computer programs including any source code or object code, (and any enhancements and modifications made thereto) contained within the Services and/or Products (collectively, the "Works"), developed by LTLabs in connection with the performance of the Services hereunder and of general applicability across LTLabs' client and customer base, and Client hereby assigns to LTLabs all right, title and interest in any copyrights that Client may have in and to such Works.

7.4 Client Reports; No Reliance by Third Parties. Client shall own all right, title and interest in and to any written summaries, reports, analyses, and findings or other information or documentation prepared uniquely and exclusively for Client, in connection with the Professional Services (the "Client Reports") and as expressly specified in the relevant SOW. The provision by Client of any Client Report or any information therein to any unaffiliated third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and LTLabs specifically disclaims all liabilities for any loss or damages whatsoever (whether direct, indirect, incidental or consequential) suffered by any person as a result of the use or misuse, arising from or related to reliance by any third party on any Client Report or any contents thereof.

8. Client Cooperation

8.1 Client cooperation. Client acknowledges that LTLabs' performance and delivery of the Services are contingent upon: (a) Client providing safe and hazard-free access and use to its personnel, facilities, equipment, hardware, network and information as deemed reasonably necessary for LTLabs in a timely manner to perform or implement the Services; and (b) Client's timely decision-making and provision of timely, accurate and complete information and reasonable assistance, including granting of approvals or permissions. Client will promptly obtain and provide to LTLabs any required licenses, approvals or consents necessary for LTLabs' performance of the Services. LTLabs shall not be liable for any failure in the performance of its obligations under this MSA if such failure is caused by any delay, default, act or omission by Client, Client Affiliates, employees, suppliers, or representatives.

8.2 Reimbursement. If LTLabs is requested by Client, or required by any government authority, regulatory agency, regulation, law, subpoena, or other legal process to produce Client Reports, documentation or LTLabs personnel, Client will reimburse LTLabs for all expenses (including legal costs) incurred in responding to such a request.

9. Confidentiality

9.1 Confidential Information. Client and LTLabs may have access to or be exposed to information of the other party not generally known to the public, including, but not limited to software, product plans, marketing and sales information, client lists, "know-how," or trade secrets which may be designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information").

9.2 Parties' Obligations. Each party may have access to or be exposed to Confidential Information and any Confidential Information shall: (i) be kept confidential; (ii) only be used in connection with the proper performance of this MSA; and (iii) not be shared with third parties unless such disclosure is to the recipient party's representatives (including directors, officers, employees, agents, auditors, professional advisers and subcontractors of the recipient party or its Affiliates) strictly on a need-to-know basis for the performance of this MSA and provided that such representatives have agreed in writing to treat such Confidential Information under terms consisting of similar obligations as those set out in this Section 9.

9.3 Applicable reliefs. The parties agree that disclosure of the disclosing party's Confidential Information by the recipient party could cause irreparable harm. In such circumstances, the disclosing party shall be entitled to apply for equitable relief, including injunctive relief in addition to other rights and remedies.

9.4 Exceptions. The restrictions set out in this Section 9 shall not apply to information that: (i) was known by the recipient party receiving Confidential Information from the disclosing party in accordance with this MSA prior to its receipt from the disclosing party; (ii) is or becomes public knowledge through no fault of the recipient party; (iii) is rightfully received by the recipient party from a third party without a duty of confidentiality; or (iv) a recipient party is required or requested to divulge by any court, tribunal or government agency with competent jurisdiction to which either party is subject, wherever situated.

9.5 Disclosure by law. If a recipient party is required by a court, tribunal or government agency with competent jurisdiction to which either party is subject, wherever situated, to disclose Confidential Information, the recipient party shall, where possible, provide written notice to the disclosing party prior to such a disclosure.

- 9.6 Limitation.** An unauthorized intrusion by a third party into a network or system, not directly caused by LTLabs' negligence or willful misconduct, that results in unauthorized access to Confidential Information or Client Data by a third party shall not be considered a breach of this Section 9.
- 9.7 Term for this Section.** This Section 9 shall survive for two (2) years following any termination or expiration of this MSA; provided that with respect to any Confidential Information remaining in the receiving party's possession following any termination or expiration of this MSA, the obligations under this Section 9 shall survive for as long as such Confidential Information remains in such party's possession.

10. Limited Warranty and Limitation of Liability

10.1 Limited Warranty. LTLABS WARRANTS AND UNDERTAKES TO USE REASONABLE SKILL AND CARE TO PERFORM THE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS CLAUSE 10.1, LTLABS (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "LTLABS PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE EQUIPMENT, PRODUCTS, SERVICES OR CLIENT REPORTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR NON-INFRINGEMENT. CLIENT UNDERSTANDS THAT LTLABS' SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

10.1.1 LTLabs shall not be liable for any action, claim or demand arising from:

- (a) any misuse by Client of the Products;
- (b) any alteration, modification, adjustment or repair of the Products by Client or a third party without LTLabs' prior written consent;
- (c) any failure by Client to comply with its obligations in a timely manner;
- (d) any action or inaction by the Client as set out in Section 8;
- (e) any failure by Client to follow LTLabs' lawful instructions or recommendations, failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or the Client's use of the Service in a manner inconsistent with the features and functionality of the Services;
- (f) LTLabs acting on any instructions or recommendations made by Client;
- (g) any third-party equipment or software provided by LTLabs, in respect of which Client shall only be entitled to the benefit of any manufacturer's warranties, guarantees or service contract terms and conditions applicable to such equipment or software; or
- (h) any Client's unauthorized action or lack of action when required, Client's misconduct, negligence, supply of inaccurate or incomplete information, modifications made to the Services, or any unauthorized modifications made to any managed hardware or software Devices by Client, its employees, agents, or third parties acting on behalf of Client, or otherwise Client's failure to follow appropriate security practices.

10.1.2 Client shall be deemed to include the employees, advisers, and subcontractors of the Client and those of Client Affiliates.

10.1.3 All other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

10.2 Limitation of Liability

10.2.1 Neither LTLabs nor the Client shall be liable to the other party for: (a) loss of profit, income, revenue or savings; (b) loss of use of Client's system(s) or network(s); (c) loss of goodwill or reputation; (d) loss of, corruption of, or damage to data or software; (e) loss of or recovery of data or programs; (f) loss of contracts, business opportunity, business interruption or downtime and/or (g) special, indirect, incidental or consequential loss or damages.

10.2.2 The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based on contract, warranty, strict liability, negligence, and tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk constituting in part the consideration for LTLabs' sale of Services and/or Products to Client, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities.

10.2.3 The exclusions and limitations of liability set out in (a) Clause 10.2.2 do not apply to the parties' indemnity obligations under Section 12 of this MSA; and (b) this MSA do not apply to liability arising from (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; and/or (iii) anything else that cannot be excluded or limited by law.

11. Data Privacy

11.1 Client authorizes LTLabs to collect, use, store, transfer and otherwise process the personal data from Client for the purposes of complying with its rights and obligations under this MSA and for any additional purposes described pursuant to this MSA.

12. Indemnification

12.1 "Indemnified Parties" in this Clause shall mean, in the case of any of the parties, its Affiliates and subcontractors, and each their respective directors, officers, employees, contractors and agents.

12.2 A party shall indemnify the Indemnified Parties from and against all claims, demands, actions, losses, expenses, liabilities, judgments, settlements, damages and costs (including all interest, penalties and legal and other professional costs and expenses) ("Claim(s)") arising out of or in connection with any of the following: (a) Client's, Client Affiliate's or LTLab's failure to obtain any licenses, consents, or other approvals; (b) any of the party's breach of the other party's IP; (c) (only in the case where the Indemnified Parties are LTLabs, its Affiliates, and subcontractors, and each their respective directors, officers, employees, contractors and agents) any use of Client Data and/or any use of Client IP; (d) LTLabs', Client's or Client Affiliate's breach of any export laws; and (e) LTLabs' or Client's breach of its obligation under this Agreement. In addition, and without prejudice to the foregoing, such party shall indemnify the Indemnified Parties from and against all Claims by the other party and its Affiliates (other than Signing Party Affiliate(s)).

13. Important Additional Terms

13.1 Independent Contractor Relationship; Assignment; Subcontracting; Audit. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this MSA. Neither party will use the other party's name (except internal use only), trademark, logos, or trade name without the prior written consent of the other party. Client acknowledges and agrees that LTLabs has the right to assign, subcontract or delegate in whole or in part this MSA, or any rights, duties, obligations or liabilities under this MSA, or any obligations relating to the processing of Client Data (including without limitation any personal data), by operation of law or otherwise provided that such persons shall have agreed in writing to treat all Confidential Information under terms consisting of similar obligations as those set out in Section 9. Client shall not assign this MSA without the written consent of LTLabs; except that Client may assign this MSA without the consent of the other party to a successor or Client's Affiliates in connection with a merger, control, sale of all or substantially all of such party's assets, or other change of control.

13.2 Entire Agreement; Amendments. This MSA, including any appendices, and the Service Documents represent the entire agreement between LTLabs and Client with respect to its subject matter and supersede all prior oral and written understandings, agreements, communications, and terms and conditions between the parties. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties; provided, however, that the SLA(s) may be amended from time to time by LTLabs, as reasonably necessary, in its reasonable discretion as long as such amendments: (a) will have no material adverse impact on the Services, Service levels or Service credits currently being provided to Client by LTLabs; and (b) are being effected with respect to other LTLabs Clients.

13.3 Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this MSA during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, pandemic, riot or the intervention of any governmental authority ("Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may

immediately terminate the applicable Service Document by giving written notice to the delayed party. For the avoidance of doubt, the Client shall be liable to pay for all Service fees for any Services which has already been provided to the Client and effectively received.

13.4 No prejudice to rights / waiver: No failure to exercise, or delay in exercising, any right or remedy by LTLabs under this Agreement will operate as a release or waiver of such right or remedy or any other right or remedy, nor will any single or partial exercise of any right or remedy under this Agreement or provided by law preclude any other or further exercise of it or the exercise of any other right or remedy or prejudice or affect any right or remedy against others under the same liability whether joint, several or otherwise. A waiver of any breach of this Agreement or any right of remedy under this Agreement by LTLabs shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

13.5 Representations; Severability; Clause Headings. The parties agree that no representations, warranties, undertakings or promises have been given (express or implied) in respect of the subject matter of this MSA, other than those which are expressly stated in this MSA. Neither party shall have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) not set out in this MSA upon which it relied in entering this MSA. Nothing in this MSA shall limit or exclude any liability for fraud. If any provision of this MSA is void or unenforceable, the remainder of this MSA will remain in full force and effect. Clause headings are for reference only and shall not affect the meaning or interpretation of this MSA.

13.6 Notices. Notices under this MSA must be in writing and sent by postage prepaid first-class mail or receipted courier service to the other party at the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt. In the case of the Client, notices shall be sent to the address set out in the Service Document. In the case of LTLabs, notices shall be sent to:

LTLabs Limited
Room 01-05, 10/F
Nanyang Plaza
57 Hung To Road
Kwun Tong, Kowloon
Hong Kong SAR

This Clause 13.6 shall apply for formal contract notices only and shall not limit the parties' ability to communicate via electronic mail or other methods as agreed to by the parties for routine communications.

13.7 Governing Law, Forum and Language. This MSA and any disputes or claims arising out of or in connection with its subject matter (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. This MSA will be interpreted and construed in accordance with the English language. In case of any inconsistency in interpretation between the English language version and any translation thereof, the English version shall prevail.

13.8 Third Party Rights. Except for Signing Client Affiliates, LTLabs, its respective successors and assignees, and Indemnified Parties, any person who is not a party to this MSA shall have no right to enforce any of the terms of this MSA, whether under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or otherwise.

13.9 Dispute Resolution. The parties shall first attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this MSA or any Service Document (a "Dispute") through face-to-face negotiation with persons fully authorized by the relevant parties to resolve the Dispute. The existence or results of any such negotiation will be treated as confidential. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, then such Dispute shall be resolved by arbitration administered by Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when such dispute is submitted for arbitration. The arbitration shall take place in Hong Kong. There shall be three (3) arbitrators appointed in accordance with the rules of the HKIAC. The arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.

13.10 Limitation Period. Neither party may institute any action in any form arising out of or in connection with this MSA more than two (2) years from the date the cause of action has arisen, or the date of termination of the Services Orders, except where Section 9 applies.

13.11 Survival. Section 9 shall remain in full force and effect notwithstanding any termination of this MSA or any Service Document.