
General Terms and Conditions of Sale

These **TOPPAN IDGATE General Terms and Conditions of Sale** apply to all orders for **Toppan iDGate (Hong Kong) Limited** (“**TOPPAN IDGATE**”) **Products** (including any cards or consumables, hardware and software) and **Services** (including, without limitation, customized development and support, business consulting and maintenance services). Therefore, the placing of an order by a Purchaser entails the Purchaser's unconditional acceptance of these general sales conditions which take precedence over any other document of the Purchaser and most particularly, over any general purchasing conditions, unless prior expressly agreed otherwise in writing by **TOPPAN IDGATE**.

The terms “**Vendor**” or “**TOPPAN IDGATE**” mean **Toppan iDGate (Hong Kong) Limited** which registered office are at Unit A, 20/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong and the term “**Purchaser**” designates the entity which orders a **TOPPAN IDGATE** Product and/or Service.

TOPPAN IDGATE General Terms and Conditions of Sale is organized in four Parts:

PART A – GENERAL includes terms regarding Order Confirmation, Delivery, Payment, Complaints, Applicable Law, Disputes, Termination, Confidentiality Obligations, Liability, Insurance and Intellectual Property Protection,

PART B – WARRANTIES defines applicable Warranties for Product and Services, and terms regarding Extent of Warranty

PART C – PRODUCTS includes Product terms regarding Storage and Utilization Conditions

PART D – SERVICES includes Services terms regarding Personnel, Materials Ownership and License, Purchaser Resources, Maintenance Coverage, and Termination and Withdrawal of a Service.

Additional terms for Products and Services are in documents called “Transaction Documents” provided by Vendor. In general, Transaction Documents (such as attachments, product specifications, statement of work, service agreement, supplement, schedule, invoice, exhibit, change authorization, or addendum) contain specific details and terms related to each individual transaction. Purchaser may receive one or more Transaction Documents for a single order. Transaction Documents amend the **TOPPAN IDGATE** General Terms and Conditions of Sales only for those transactions to which they apply. Transaction Documents applicable to such transactions as well as these **TOPPAN IDGATE** Terms and Conditions of Sales are hereinafter collectively referred to as the “Agreement”. Each transaction is separate and independent from other transactions.

If there is a conflict among the terms of these **TOPPAN IDGATE** General Terms and Conditions and Transaction Documents, those of the terms of a Transaction Document prevail over those of these **TOPPAN IDGATE** Standard Terms and Conditions of Sale.

Should a provision of these conditions conflict with a public order law, this conflict shall only entail the non-application of the conflicting provision without affecting the rest of these conditions.

PART A – GENERAL

I. Order Confirmation

Orders require Purchaser's purchase order and Vendor's order confirmation before it is binding on the Parties.

Any dispute regarding a confirmation must be made by registered letter to the Vendor within three (3) business days from the date of issue of this confirmation for sales in Hong Kong. This time is extended to fifteen (15) business days for other countries.

If an order remains dormant for 3 months or more because the Purchaser fails to provide the necessary deposit, payment or information, including any technical information, technical validation or release of the order, for Vendor's performance of the order, Vendor shall be entitled to terminate the Agreement and cancel the order by giving Purchaser the notice of cancellation [3] days in advance.

II. Delivery

1. Delivery times

Delivery times or dates in the order confirmation shall prevail over the delivery time or date specified in Purchaser's purchase order. Delivery times or dates are given for guidance only unless expressly specified as "time of the essence" and may be subject to delays beyond our Vendor's control.

Vendor reserves the right to update and amend freight costs/freight rates before the Products are delivered, subject to the prevailing rates of delivery costs at the time of change.

2. Transfer of risks

Deliveries of Products are executed at the risk of the Purchaser.

- a) For Products that the Vendor has undertaken to dispatch, the transfer of risks takes place from the loading at the Vendor's establishments on the means of transport of its choice on behalf of the Purchaser. For Products dispatched outside Hong Kong, the transfer of risks shall take place in accordance with the INCOTERMS appearing on the order confirmation. Should the Purchaser, when the Products arrive, find items missing or damaged, he must immediately record his reservations with the carrier on the delivery documents. These reservations must be confirmed to the carrier by registered letter with acknowledgment of receipt, no later than three (3) working days as from reception in Hong Kong and seven (7) working days for other countries. A copy of this letter is to be sent to the Vendor.
- b) For Products to be collected from the Vendor by the Purchaser, the transfer of risks takes place as of the date agreed for handover in the warehouses of the Vendor.

3. (Total, temporary or partial) inability to deliver

The Vendor is relieved of his obligations in cases of force majeure, unforeseeable circumstances or external factors. For the purposes of these conditions cases of force majeure, unforeseeable circumstances or external factors mean any events beyond the Vendor's control which prevent or delay the delivery of the Products and which cannot be attributed to an intentional or grave fault on his part. The Vendor must notify the Purchaser of the existence and the reasons for the temporary situation preventing or rendering delivery impossible unless circumstances render such notification impossible. If the situation preventing delivery is temporary, the fulfilment of the agreement is suspended while this situation prevails. However, should it last for over thirty (30) working days, each of the parties have the right to terminate the agreement without compensation.

However, if the situation preventing delivery relates to a delivery that is due and part of an agreement involving staggered deliveries, termination shall only be possible for such delivery and not for future deliveries. If at the time of the situation preventing delivery, the Vendor has already manufactured part of the order, the Purchaser has the obligation to take delivery of the quantity manufactured in accordance with the conditions laid down.

4. Failure to collect Products or refusal to take delivery

Should the Purchaser fail to collect from the Vendor or refuse to take delivery, when delivery is due, the Vendor shall be entitled to warehouse the Products at the expense of the Purchaser and claim from him repayment of transport costs. Should collection of the Products from the warehouses of the Vendor be delayed for more than two (2) weeks beyond the handover date or should the Purchaser refuse to take delivery thereof, the Vendor shall be entitled to terminate the agreement, resell the Products and claim the difference between the price agreed at the outset and the resale compensation price.

III. Payment

1. Prices

Products are invoiced on the day of delivery or handover, unless otherwise provided. Should there be a discount for cash payment, this shall be deducted from the VAT tax base, and only the net cash figure for the Products is to be subject to VAT. Correspondingly, only the VAT on the actual price paid shall be deductible for the client. Pursuant to prevailing policy adopted by the authorities, no corrected invoice will be sent to the client, who must limit the amount of tax deductible on the basis of the provisions set out above, where a discount is given. Any price reductions will be specified on the invoice.

In the event of unforeseen cost increases beyond the control of either party, including but not limited to changes in taxes, duties, tariffs, other government-imposed charges, a pandemic, or a force majeure event, the Vendor reserves the right to adjust the prices to reflect Vendor's then current costs at any time prior to the delivery of Products or Services.

2. Terms of payment

The date of invoice is the date from which any credit/payment term will commence. Unless otherwise stated on the invoice, the Purchaser shall pay all undisputed portions of the Vendor's invoice within thirty (30) days from the date on the invoice. Any bills of exchange that are attached to invoices for acceptance must be returned to the Vendor within forty-eight (48) hours failing which the provisions of Article III paragraph 3 below (Late payments) shall automatically apply. The Vendor reserves the right to vary the general terms of credit stated herein as well as the right to impose additional terms on the Purchaser including without limitation, the requirement to provide guarantees or payment for the goods in advance.

ALL outstanding payments shall immediately become due and payable to the Vendor regardless of the credit term if the Purchaser undergoes Insolvency or liquidation (voluntary or involuntary) proceedings or if Purchaser enters a scheme of arrangement with creditors.

3. Late payments

Outstanding amounts that become overdue upon the expiration of credit terms granted to the Purchaser in Article III paragraph 2 shall be subject to interest at the monthly interest rate of 1.5%. Where Purchaser fails or refuses to pay any outstanding amount as it falls due, the Vendor reserves the right, in addition to any other available remedy, to suspend further shipment(s) and terminate pending orders under a contract for multiple deliveries.

4. Retention of Title

- a) The Vendor retains title and ownership of goods delivered until Purchaser pays for the goods in full.
- b) Products delivered but not paid for shall remain the property of the Vendor and are stored with the Purchaser at Purchaser's risk. Purchaser shall properly insure these Products for the full amount of the debts, due for payment.
- c) If there is any difficulty distinguishing goods the Vendor's Products from other goods of the same specifications then the value of the Products shall be the amount due to the Vendor.
- d) To facilitate identification, Purchaser is prohibited from removing any distinguishing marks of the Products prior to their use. Purchaser is prohibited from reselling or further processing of Products in the event of insolvency proceedings. The Vendor may re-possess all Products processed or otherwise that come under the retention of title, in either case where Purchaser's has not paid for an invoiced order or if the Purchaser's credit status is in question. If the Vendor re possesses Products after processing and sells them to a third party, the Vendor shall take the proceeds of this sale in the amount due to Vendor for the Products, including any interest and related charges and return to Purchaser any surplus.
- e) If the Products have been sold by the Purchaser, the Vendor shall have a direct action and claim on the sales proceeds of these Products due from the subsequent Purchaser or any agent of the original Purchaser. The ultimate Purchaser or agent shall be required to first discharge the debt due to the Vendor before paying any balance to the Purchaser on the basis of the Vendor's title to the unpaid Products.
- f) This clause shall not affect any provisions concerning transfer of risks. It does not exclude possible legal action to rescind the sale and/or for damages by the Vendor with a view to compensation for loss of profit or damages.
- g) Finally, this clause applies regardless of the legal status of the Purchaser. In the event of insolvency proceedings, it shall be limited reasonably and appropriately in accordance to the application of the law.

IV. Complaints

As soon as the Products arrive at their destination, the Purchaser must check that the delivery complies with the order.

Should it not be compliant, complaints, in order to be accepted, must be sent in writing to the Vendor:

- a) before any use of the Products and no later than fifteen (15) days as from the date of their delivery, when Products show obvious defects; or
- b) within four (4) months as from the date of their delivery, when the Products have latent defects, but in this event, complaints shall not be accepted where the proportion of Products used is over ten percent (10%) of the amount of Products delivered. The use of over 10% of the amount of Products delivered therefore counts as full acceptance.

If, in the course of use, the goods are found to be unfit for the use for which they are intended, Purchaser shall have a duty to inform Vendor immediately so that Vendor may pause the manufacture of Products. The Vendor must be allowed to investigate in situ the performance of the Products and

the conditions of use thereof. Vendor shall continue production of Products only after Vendor reaches agreement with Purchaser on steps to be taken.

All claims of alleged defects must be communicated and described in detail to Vendor in writing. Purchaser will provide Vendor with any supporting documentation or materials required to assist Vendor in verifying whether or not there is a manufacturing defect. Vendor will not be bound by any obligation to repair, replace, or refund the value of the affected Products if Purchaser does not return the defective Products. If Vendor determines a defect cannot be identified or demonstrated, Purchaser will be liable for all shipping costs involved. Repaired or replaced Products, as reasonably determined by Vendor in good faith, will be shipped to Purchaser per INCOTERMS appearing on the order confirmation or otherwise agreed. Vendor does not assume responsibility for delays in replacement or repair of Products, if such delays are beyond Vendor's control.

Where a complaint is acknowledged as well-founded by the Vendor, the Vendor shall at its own expense, take delivery of the defective Products returned by the Purchaser, in good condition, in the original or similar packaging, and repair or replace them in the shortest possible time subject to its production capacity and its other commitments.

Any complaint by the Purchaser regarding all or any part of the Products for whatever reason, unless expressly acknowledged and accepted in writing by the Vendor, shall not entitle Purchaser to withhold or set-off payment of invoices of unaffected orders from the Vendor.

V. Applicable Law

These general conditions, and all transactions between the Vendor and the Purchaser arising out of them, are governed by the law of Hong Kong Special Administrative Region.

VI. Disputes

Any dispute arising in connection with these general conditions or any transaction between the Vendor and the Purchaser arising out of them will be submitted to the exclusive jurisdiction of the competent courts of Hong Kong, save that the Vendor reserves the right to bring proceedings against the Purchaser in any other court having jurisdiction over the Purchaser or its assets.

VII. Termination

Any material breach by either Party of its contractual obligations shall entitle the other Party to terminate the Agreement thirty (30) days after receipt of a notice by registered letter with acknowledgement of receipt setting forth the reasons for the termination, the defaulting Party having not remedied the breach during this period.

Notwithstanding termination of the Agreement for any reason whatsoever, the obligations imposed by Condition VIII below with respect to the Confidential Information of the Disclosing Party shall continue with respect to the use and protection of Confidential Information received prior to the date of expiry or termination of this Contract. Such obligations shall continue for the period applicable as set forth in said clause.

VIII. Confidentiality Obligations

All information provided by a Party ("Disclosing Party") to the other ("Receiving Party") in connection with Section, including industrial, technical and business information ("Confidential Information"), shall be retained in strict confidence by the Receiving Party. The Receiving Party undertakes during the term of the Agreement and for a period of five (5) years after its expiry or termination to:

- a) protect and keep strictly confidential the Confidential Information of the Disclosing Party by using the same degree of care as it uses to protect its own Confidential Information of like importance, but no less than reasonable care; and

- b) use the Confidential Information of the Disclosing Party only in relation to the Agreement and not to use such Confidential Information for its own benefit or for the benefit of any third party. Notwithstanding the above, with respect to information that constitutes trade secrets the Receiving Party's confidentiality obligations shall continue until the information no longer constitutes trade secrets.

The term "Confidential Information" shall not include any information which the Receiving Party can demonstrate:

- a) that was already lawfully in the possession of the Receiving Party as of the date of this Agreement; or
- b) is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or
- c) that it has received from a third party who is entitled to disclose such information without any restriction on disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the minimum extent required by law or legal process (by oral questions, interrogatories, requests, subpoenas, depositions, civil investigative demands or otherwise), provided the Receiving Party promptly notifies the Disclosing Party in writing of such request so that the Disclosing Party may seek a protective order or take such other measures as it deems necessary.

IX. Liability

For Products, Vendor's sole liability, and Purchaser's sole and exclusive remedy, shall be to repair or replace or refund any payment made as reasonably determined by Vendor in good faith for the Products verified by the Vendor to be defective in accordance with Condition VI to the exclusion of all other liability to the Purchaser whether contractual, tortious or otherwise for defects in the Products or for any loss or damage to or caused by the Products, and all other conditions or warranties whatsoever concerning the Products, whether express or implied, by statute, at common law or otherwise, are hereby excluded, in particular (but without limitation of the foregoing) the Vendor grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the Products.

For Services, Vendor shall assume responsibility for the performance of the Services and the fulfilment of its obligations in the Agreement. Purchase agrees to indemnify and hold harmless Vendor from and against any and all claims, damages, causes of action liability, losses, costs and expenses suffered or incurred by Vendor due to the negligence, or any acts or omissions of Purchaser or its employees in the performance of the Agreement.

Regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), and except as otherwise expressly provided herein, Vendor's maximum liability for all aggregate damages related to the Vendor deliverables purchased under the agreement or otherwise arising in connection thereto shall not exceed the total amount paid by Purchaser under the agreement. Neither Vendor nor its vendors or licensors shall be liable for incidental, consequential, exemplary, punitive, special or indirect damages (including but not limited to lost business profits and loss, damage or destruction of data or property) even if Vendor has been advised of the possibility of the same. This limitation shall not apply to cases of personal injury to the extent prohibited by applicable law.

X. Insurance

Purchaser shall maintain insurance against its liability to third parties in Hong Kong for death or bodily injuries which may arise out of the performance of the Agreement by Purchaser or for any losses or

damages which may be caused to the property of any person, including its own employees and the customers of Purchaser.

Each Party declares that it has taken out an insurance policy with a reputable insurer to adequately cover its risks and obligations pursuant to the Agreement. Each Party shall maintain such insurance policy in force throughout the continuance of the Agreement and shall inform the other Party of any change in its insurance policy. Each Party shall provide the other Party with evidence of such insurance policy upon request from the other Party.

XI. Intellectual Property Protection

For purposes of this Intellectual Property Protection section, the term "Product" also includes

- a) Materials: literary works or other works of authorship (such as software programs and code, documentation, reports, and similar works) that Vendor may deliver to Purchaser as part of a Service.
- b) Programs: microcode, basic input/output system code, utility programs, device drivers, diagnostics, and any other code (all subject to any exclusions in the license provided with it) delivered by the Vendor for the purpose of enabling the function as stated in its specifications of a Product.

1. Third Party Claims

If a third party claims that a Product Vendor provides to Purchaser infringes that party's patent or copyright, Vendor will defend Purchaser against that claim at Vendor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Vendor, provided that Purchaser:

- a) promptly notifies Vendor in writing of the claim; and
- b) allows Vendor to control, and cooperates with Vendor in, the defense and any related settlement negotiations.

2. Remedies

If such a claim is made or appears likely to be made, Purchaser agrees to permit Vendor to enable Purchaser to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Vendor determines that none of these alternatives is reasonably available, Purchaser agrees to return the Product to Vendor on Vendor's written request. Vendor will then give Purchaser a credit equal to:

- c) for Products, Purchaser's net book value calculated according to generally-accepted accounting principles; and
- d) for Materials, the amount Purchaser paid Vendor for the creation of the Materials.

3. Claims for which Vendor is Not Responsible

Vendor has no obligation regarding any claim based on any of the following:

- a) anything provided by Purchaser or a third party on Purchaser's behalf that is incorporated into a Product or Vendor's compliance with any designs, specifications, or instructions provided by Purchaser or a third party on Purchaser's behalf;
- b) modification of a Product by Purchaser or a third party on Purchaser's behalf;

- c) the combination, operation, or use of a Product with any product, hardware device, program, data, apparatus, method, or process that Vendor did not provide as a system, if the infringement would not have occurred were it not for such combination, operation or use; the distribution, operation or use of a Product outside Purchaser's legal entities and subsidiaries; or
- d) infringement by a non-Vendor Product.
- e) This Intellectual Property Protection section states Vendor's entire obligation and Purchaser's exclusive remedy regarding any third party intellectual property claims.

PART B - WARRANTIES

XII. Warranties

Vendor warrants that each Product is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for a Product is a fixed period commencing on its Date of Delivery or otherwise specified in the order confirmation or in a Transaction Document.

1. Warranty for Cards

Unless otherwise specified or agreed, the warranty period for Cards is one (1) year commencing on its Date of Delivery.

The warranty does not cover damage caused by:

- a) misuse, neglect, or accidental damage;
- b) Purchaser's failure to observe conditions of storage or use set out in Part C of the Agreement
- c) issues related to normal wear and tear, such as scratches or fading of the card's surface, or damage caused by misuse or improper handling; or
- d) any additional services such as personalization of the card.

All Claims by the Purchaser for alleged defects must be submitted to the Vendor in accordance with the terms of the Agreement within one (1) year of delivery of the Cards.

Where Vendor has agreed to storage of the Cards, the warranty period will start from the finalization of the production. The Vendor's storage of Cards will not extend the Purchaser's warranty beyond the one (1) year period.

In the event of that alleged defects affect an entire batch of Cards, the Vendor will require to inspect a sample size of at least 50 units taken from the batch or shipment of allegedly defective Cards. Where Vendor confirms the claim as to affect more than 5 % of the Cards delivered, Purchaser may request Vendor to replace the entire batch or shipment; Claims for replacement of Cards must be a minimum volume of 0.01 % of the entire shipment delivered to the Purchaser.

2. Warranty for Services

Vendor warrants that it performs each Service using reasonable care and skill and according to its current description (including any completion criteria) contained in the Agreement, or a Transaction Document. Purchaser agrees to provide timely written notice of any failure to comply with this warranty so that Vendor can take corrective action.

3. Warranty for System

When Vendor specifies in a Transaction Document that it is providing Products to Purchaser that are intended to operate together as a system, Vendor warrants that those Products are compatible and, when installed in accordance with their Specifications, will operate with one another. This warranty is in addition to Vendor's other applicable warranties.

4. Extent of Warranty

The warranties stated above will not apply to the extent that there has been misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Purchaser,

or a third party, or failure or damage caused by a product for which Vendor is not responsible. The warranty for Products is voided by removal or alteration of Products or parts identification labels.

These warranties are Purchaser's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

5. Items Not Covered by Warranty

Vendor does not warrant uninterrupted or error-free operation of a Product or Service or that Vendor will correct all defects.

Vendor will identify its Products that it does not warrant.

Unless otherwise specified in a Transaction Document, Vendor provides Materials, third party products (including those provided with, or installed on, an Vendor Supplied Product at Purchaser's request), and third party services without warranties of any kind. However, third party manufacturers, developers, suppliers, or publishers may provide their own warranties to Purchaser. Warranties, if any, may be found in their license agreements.

PART C – PRODUCTS

XIII. Storage and Utilization Conditions

In general, the Purchaser must comply with the minimum storage and utilization requirements per specifications of the Product in order for the warranty to apply.

1. Storage and Utilization for Cards

The Purchaser must comply with the following minimum requirements in order for the 1-year Warranty of the delivered Cards to apply:

- a) Unused Cards should be stored in a clean environment with not more than 48 hours exposure to daylight at temperature between 15 °C to 30 °C and humidity in between 40% to 60% without experiencing electrical shock
- b) Cards should not be kept in more than 28+/- °C and 45% to 65% relative humidity quite often, which may result in delamination, warpage act.
- c) Cards should not be swiped or used in ATM more than the normal force.
- d) Cards should not be kept nearby any magnetic media which may affect the functionality of Magnetic stripe.
- e) Cards should not be exposed to higher temperature, sunlight for longer period which may affect the physical properties of the card and as well functionality of the card and printing colors might fade off.

PART D – SERVICES

XIV. Services

1. Personnel

Each party will assign personnel that are qualified to perform the tasks required of such party under an Agreement and is responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, each party may determine the assignment of its personnel and its contractors.

Vendor may engage subcontractors to provide or assist in providing Services, in which case Vendor remains responsible for the fulfillment of its obligations under the Agreement and for the performance of the Services.

2. Materials Ownership and License

A Transaction Document will specify Materials to be delivered to Purchaser and identify them as “Purchaser Materials,” “Vendor Materials,” or otherwise as both parties agree. If not specified, Materials will be considered Vendor Materials.

Purchaser will own the copyright in Materials created as part of a Service that are identified as “Purchaser Materials.” Purchaser grants Vendor an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Purchaser Materials.

Vendor or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Vendor Materials. Vendor grants Purchaser an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Purchaser’s Enterprise only) copies of Vendor Materials. For the purposes of this paragraph only, ‘Enterprise’ shall mean any legal entity (such as a corporation) and the subsidiaries it owns worldwide by more than 50 percent.

Vendor also has the right to prepare derivative works based on Vendor Materials and to transfer the copyright to a third party.

Vendor or its suppliers retains ownership of the copyright in any of Vendor’s or its suppliers’ works that pre-exist or were developed outside of the Agreement and any modifications or enhancements of such works that may be made under the Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to Purchaser, if any, or otherwise as Vendor Materials.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

3. Purchaser Resources

If Purchaser is making available to Vendor any facilities, software, hardware or other resources in connection with Vendor’s performance of Services, Purchaser agrees to obtain any licenses or approvals related to these resources that may be necessary for Vendor to perform the Services and develop Materials. Vendor will be relieved of its obligations that are adversely affected by Purchaser’s failure to promptly obtain such licenses or approvals. Purchaser agrees to reimburse Vendor for any reasonable costs and other amounts that Vendor may incur from Purchaser’s failure to obtain these licenses or approvals.

Unless otherwise agreed in a Transaction Document, Purchaser is responsible for i) any data and the content of any database Purchaser makes available to Vendor in connection with a Service subject to these TOPPAN IDGATE Standard Terms and Conditions of Sales, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery of the database and any stored data.

4. Maintenance Coverage

When Purchaser orders maintenance and support Service for Hardware and Software, Vendor will inform Purchaser of the date on which maintenance Service will begin. Vendor may inspect the Hardware and Software within one month following that date. If the Hardware and/or Software is not in an acceptable condition for service, Purchaser may have Vendor restore it for a charge or Purchaser may withdraw its request for maintenance and support Service. However, Purchaser will be charged for any maintenance Service which Vendor has performed at Purchaser's request.

5. Service Renewal

Renewable Services can be renewed for a same length contract period by either party provides written notification (at least one month prior to the end of the current contract period) to the other of its decision to renew.

6. Termination and Withdrawal of a Service

Either party may terminate a Service transaction if the other materially fails to meet its obligations concerning the Service.

Purchaser may terminate a Service, on notice to Vendor provided Purchaser has met all minimum requirements and paid any adjustment charges specified in the applicable Transaction Documents.

For a maintenance and support Service, Purchaser may terminate without adjustment charge, provided any of the following circumstances occur:

- a) Purchaser permanently removes the eligible Product, for which the Service is provided, from productive use within Purchaser's Enterprise;
- b) the eligible location, for which the Service is provided, is no longer controlled by Purchaser (for example, because of sale or closing of the facility); or
- c) the Hardware or Software has been under maintenance Service for at least one year and Purchaser gives Vendor one month's written notice prior to terminating the maintenance and support Service.

Purchaser agrees to pay Vendor for i) all charges for Services Vendor provides and any Products and Materials Vendor delivers through Service termination, and ii) reimbursable expenses Vendor incurs through Service termination. If Purchaser terminates without cause, Purchaser also agrees to pay any applicable adjustment or termination charges and for expenses Vendor incurs as a result of such termination (which Vendor will take reasonable steps to mitigate).

Vendor may withdraw a Service or support for an eligible Product on three months' written notice to Purchaser. If Vendor withdraws a Service for which Purchaser has prepaid and Vendor has not yet fully provided it to Purchaser, Vendor will give Purchaser a prorated refund.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.