

# Maintenance Service Agreement

## General Terms and Conditions

# 保養服務協議

## 一般條款及規章

The terms and conditions of Maintenance Service apply to system which Easystem Technology Limited (the Company), has accepted for Maintenance Service. The Company's maintenance obligations are limited to the terms set forth below:

### MAINTENANCE SERVICE COVERAGE

The Company maintains this computerised system against system defects for a period of One (1) YEAR from the date of original system installation or the same day of each year. The company reserves the rights to alter the terms and conditions each year. After the end of the maintenance period, customer reserves the right to continue or terminate the maintenance service.

### EXTEND OF MAINTENANCE SERVICE

- This maintenance applies only to computerised system developed by the Company. The Company does not maintain any products that are not the Company's products.
- This Maintenance Service is valid and limited to the Company's Computerised System purchased and used in Hong Kong.
- The Company will use its reasonable efforts to provide the Maintenance Service. However, the Company may suspend the Maintenance Service in whole or in part at any time without notice if:
  - the Equipment fail or require modification; or
  - in the Company's reasonable opinion, there is or has been unauthorised, unlawful or fraudulent use of the System.The Customer shall remain liable for all Charges during the period of suspension unless, in the Company's reasonable discretion, the Company decides otherwise.
- The Maintenance Service includes the resolution of any functional error or bug and the functions of the daily operations, excluding corruption of system NOT developed by the Company such as Microsoft Windows corruption, within the maintenance period.
- Hotline Support Service regarding the operation of the Computerised System is included in Maintenance Service within maintenance period.

### LIMITATION OF LIABILITY

- The Maintenance Service is conditional upon the Computerised System has only been used in a normal and customary manner and has not been tampered in any way.
- The Maintenance Service does not include the Computerised System re-installation service due to hardware issues (e.g. harddisk or printer factor) or software issues (e.g. Windows operating system) or networking issues. Extra fee will be charged for re-installation or re-setting or re-adjustment due to damage of or change of software or hardware or improper operation.
- The Maintenance Service does not include the Computerised System migration service from one particular address to another or from one particular PC to another.
- The Maintenance Service does not include the damage of data produced from our system.
- The Company shall be deemed not to be in breach of any provision of this Agreement by reason of any delay in performing or any failure to perform any of the Company's obligations if such delay or failure is due to any cause beyond the Company's reasonable control.

### THE CUSTOMER'S RESPONSIBILITIES

The Customer agrees that:

- The Customer shall not use the Computerised System for any improper, immoral, defamatory or unlawful purpose nor allow others to do so.
- The Customer shall save the information in a stable and safe environment as backup, for example, harddisk, zip drive, etc.
- In the circumstances where software re-installation is necessary, the Customer should provide a complete networking environment with printing setting, modem setting, etc.
- Save and except as in the circumstances where the Maintenance Service apply, the Customer shall be responsible for any charge for the cost of resolution of the Computerised System in accordance with the Company's prevailing charges on the system resolution and labour cost.
- The Customer is suggested to utilise the software with authorised licence in which the Company is not responsible for any rights and liabilities if the Customer not to do so.
- The Customer shall provide an effective communication tools for remote support. Otherwise, on-site maintenance or support fee will be charged due to lack of effective communication tools for remote support or no allowance for remote maintenance.

### TERMINATION OF MAINTENANCE AGREEMENT

- The Company may terminate the Agreement in whole or in part or any Services or any part thereof immediately, if in the Company's opinion:
  - the Customer has failed to pay the Company the maintenance charges; or
  - the Customer is in breach of any of the terms of the Agreement or fails to comply with any reasonable requirement of the Company in relation to the use of the System;
  - the Customer becomes insolvent or bankrupt or the Company has reasonable cause to believe that the Customer is unable to pay the maintenance charges.
- The Customer can terminate the Maintenance coverage at any time with three months prior written notice. When the Maintenance coverage is cancelled, the Company will not refund the remaining portion of the maintenance price paid on a prorated basis.
- Termination of the Maintenance will not affect any rights or liabilities of the parties which have arisen prior to the date of termination.

### INTERPRETATION

- Reference to the plural shall include the singular and vice versa; references herein to any person shall include references to individuals, firm, body corporate or unincorporate.
- The terms and conditions of this Maintenance Agreement are written in both English and Chinese. The English version shall prevail whenever there is any inconsistency or interpretation of this Maintenance Agreement.

駿鋒科技有限公司(本公司)對於有關系統接受保養服務協議內訂立的條款及規章。本公司的保養服務以下列條款為限：

### 保養服務期限

本公司提供之保養服務由系統安裝當日起或每年同一天起，為期一年。本公司保留權利修改新一年的保養條款。於保養期完結後，客戶有權選擇繼續接受保養服務或停止保養服務。

### 保養服務範圍

- 此協議僅針對由本公司製造之電腦軟件系統提供保養服務，本公司不提供任何非本公司之產品的保養服務。
- 保養服務只適用於在香港向本公司購買並在港使用之電腦軟件系統。
- 本公司將盡力提供保養服務，但倘發生下列問題時，本公司可不予事先通知客戶而隨時暫停提供全部或部份保養服務：
  - 電腦設備或電腦網絡系統失靈或需要改善；或
  - 本公司合理地認為系統被人未授權使用或非法盜用保養服務暫停期間客戶仍須支付所有費用，除非本公司行使合理的酌情權。
- 在保養服務期限內，服務包括解決電腦系統內日常正常運作中的功能錯誤，是項並不包括其他非本公司系統之故障(例如：微軟視窗之故障)。
- 本公司於客戶保養期間提供電話支援服務只限解答關於本公司系統的操作事宜。

### 責任限制

- 保養服務只適用於系統在正常、依照慣例及並沒有擅自修改的情況下運作。
- 保養服務並不包括由於電腦硬件(例如：硬盤和列印機)，電腦軟件(例如：視窗作業系統)或電腦網絡因素而導致本公司系統需要重新安裝或重新設定調較。如因客戶的電腦硬件或電腦網絡的轉換或損壞、電腦軟件的轉換或損壞，或使用不當而導致本公司的電腦系統需要重新安裝、設定或調較，本公司將另行收費。
- 保養服務並不包括系統轉移服務，不論地址轉移；或在同一地址內，由某一部電腦轉移系統至另一部電腦。
- 保養服務並不包括因本公司系統所生成的電腦資料之損壞或錯誤
- 本公司如因任何超乎合理控制範圍之事故延誤履行或無法履行責任，則不可被視為違約行為。

### 客戶的責任

客戶同意：

- 客戶不會將電腦系統用於任何不當、不道德、誹謗或非法上或容許他人如此使用。
- 客戶應將系統內之資料以穩定及安全的形式儲存，作為後備存庫資料之用，例如：硬盤機、壓縮機等。
- 在系統需要重新安裝的情況下，客戶應提供一個具備打印機、數據機等安置的完善網絡環境。
- 除保養服務協議適用之情況外，客戶需按照本公司現行之維修及工資收費率支付系統之維修費用。
- 本公司建議客戶採用具有合法許可證的軟件，在客戶不遵從此項條款的情況下，本公司將不會承擔任何責任。
- 本公司主要通過遙遠控制方式作支援和保養服務，客戶須向本公司提供有效的通訊設備作為電腦系統遙遠控制支援之用，如果未能向本公司提供有效的通訊或不容許本公司以遙遠控制方法作保養服務，客戶須繳付額外費用作為上門保養及支援費用。

### 終止/解除保養服務協議

- 在下列情況下，本公司可立即終止協議的全部或部份條款或任何服務，若本公司認為：
  - 客戶在到期日未能支付保養服務費用；或
  - 客戶違反協議的任何條款；或沒有遵守本公司有關使用系統的合理規定；或
  - 客戶已無償還能力、或破產、或本公司有合理理由相信客戶無能力支付費用。
- 客戶可以隨時給予本公司三個月書面知，終止本協議。當保養服務一旦終止，本公司將不會按比例退還餘下之保養服務費用。
- 協議的終止不影響雙方在協議終止前所產生之任何權利及義務。

### 詮釋

- 本協議內之眾數詞須包括單數，反之亦然；而文中提及的任何人士，須包括個人、商號、法團及註冊公司。
- 本協議的條款及規章分中、英文版本。本協議如有任何歧義或詮釋上的問題，概以英文版本為準。