

COL Consulting Limited – General Terms and Conditions

The following General Terms and Conditions (“General Terms”) shall apply to the supply of products and/or services by COL Consulting Limited (“COL”) unless otherwise agreed by COL.

1. Supply of Products and/or Services

- 1.1. “Customer” means any person or entity who agrees to procure products and/or services from COL, as stated in any order form or quotation accepted by COL.
- 1.2. COL will supply the products and/or services using reasonable care and diligence and in accordance with the requirements as agreed with the Customer.
- 1.3. Where COL’s personnel is required to work at a site as agreed with the Customer, such personnel will work only at the agreed site during normal business hours or such other schedule as agreed. The Customer will be responsible for COL personnel overseas travelling, board and meal expenses.
- 1.4. Title in any products supplied will not pass to the Customer until they are paid in full.
- 1.5. Any software supplied is licensed, not sold, to the Customer and is subject to the applicable end user software licence terms and conditions of COL or its licensors.
- 1.6. Unless otherwise agreed, delivery dates and lead times which COL may furnish to the Customer are for reference only and shall not be construed as a commitment in any manner whatsoever.

2. Customer’s Obligations

- 2.1. The Customer must, at its own cost, provide all reasonably necessary information, co-operation and assistance to COL for the performance by COL of its obligations to the Customer.
- 2.2. The Customer must ensure the safety of COL’s personnel while at the Customer’s requested site.
- 2.3. The Customer will be bound by such additional terms and conditions as are relevant to the products and/or services, as stated in any accepted order form, quotation, or as notified by COL including terms and conditions of COL’s suppliers.
- 2.4. The Customer is responsible for the backup and security in relation to its data.
- 2.5. The Customer must not hire or retain any COL personnel during the period of provisioning of the products and/or services and for a period of 1 year following completion.
- 2.6. The Customer shall indemnify COL, its employees and agents against any liability or loss arising from: (a) any fraud, illegality or unauthorised use of the products, (b) any third party claims in relation to the Customer’s use of the products, or (c) COL’s access to the Customer’s premises in the course of supplying the products and/or services.
- 2.7. COL will not be responsible for any fault or problem in relation to the products and/or services due to use by the Customer in any manner unauthorised, or inconsistent with any conditions as notified by COL.

3. Charges and Payment

- 3.1. Charges for products and/or services will be as agreed by COL and the Customer in writing. Except as otherwise agreed, COL may vary the charges for products and/or services at any time which shall become effective on the date notified by COL.
- 3.2. Charges based on time and materials will be calculated according to COL’s records.
- 3.3. Costs and expenses for any government charges or third party products and/or services will be reimbursed fully by the Customer. Electricity related charges may be adjusted by COL at any time according to rates published by the electricity supplier.
- 3.4. The Customer must pay the charges in full in cleared funds by the due date as agreed by COL and the Customer or otherwise as set out in any invoice issued by COL. Periodic charges may be billed and payable in advance.
- 3.5. The Customer will be liable to pay interest on overdue payment to COL at the rate of 2 percentage points above The Hongkong and Shanghai Banking Corporation’s prime rate.
- 3.6. Termination by the Customer before expiration of any agreed fixed term of supply (unless due to material breach by COL) will be subject to an early termination charge equal to the charges payable for the remaining term.

4. Suspension and Termination

- 4.1. COL may suspend the supply of any products and/or services without notice for any period as it sees fit, without liability to the Customer: (a) in an emergency or for safety reasons, (b) where reasonably necessary for operational or maintenance reasons, (c) if the Customer is in breach of these General Terms, or (d) as required by law.
- 4.2. COL or the Customer may terminate the supply of any products and/or services immediately by providing written notice: (a) if the other party becomes subject to any event of insolvency, or (b) if the other party is in material breach of these General Terms and fails to remedy such breach within 30 days of written notice from the aggrieved party specifying the breach.

5. Intellectual Property Rights

- 5.1. COL does not by virtue of the supply of any products and/or services grant to the Customer any intellectual property rights subsisting in the products and/or services. All intellectual property rights subsisting in any of the products and/or services supplied shall remain the property of COL or its nominees or suppliers as the case may be. Any intellectual property rights developed by COL shall belong entirely to COL or its nominee(s).
- 5.2. The Customer hereby grants, or shall procure the grant of, to COL a royalty-free, non-transferable, non-exclusive licence to use any intellectual property rights owned by the Customer solely for the purpose of the performance of COL’s obligations to the Customer.
- 5.3. For any software provided by the Customer to COL for purposes of and in relation to the services, the Customer authorizes COL (or otherwise obtains the rights for COL) to copy, install and modify, if necessary, all software to be used in connection with the services or to be recorded in electronic media for subsequent re-installation of backup.
- 5.4. If all or any part of any products is, or in the opinion of COL is likely to become, the subject of a claim of infringement of intellectual property rights, COL may:

- (a) Procure for the Customer the right to use the products or the affected part thereof;
 - (b) Replace the products or affected part with other suitable software;
 - (c) Modify the products or affected part to make it non-infringing; or
 - (d) If none of the above is commercially feasible as determined by COL and the Customer, COL shall refund, upon return of the infringing products, a pro-rated (over a 36 month period on a straight-line basis) portion of the payments paid by the Customer to COL for the products or the affected part.
- 5.5. COL shall have no indemnity or other obligations in respect of any claim of intellectual property rights infringement if a claim is based on:
- (a) Failure to use an update of any products, if infringement could have been avoided by use of the updated version;
 - (b) Combination, operation, or use of products with any third party products, if such infringement could have been avoided in the absence of such combination, operation, or use;
 - (c) The Customer's use of the products in a manner inconsistent with the applicable sub-licence or these General Terms; or
 - (d) Modification, alteration, or enhancement to the products not performed or expressly authorized by COL.

6. Customer Data

It is voluntary for the Customer to provide the Customer's personal data ("Data") to COL. Without the Data, COL may not be able to provide Products and/or Services to the Customer. The Data collected will be used and/or disclosed for purposes of provision of the Products and/or Services to the Customer and enforcing COL's rights in connection with the provision of the Products and/or Services; credit checks; debt collection; market research; prevention or detection of crime; disclosure as required by law or a government authority; provisioning of emergency services; and any other purposes as may be agreed between COL and the Customer. COL may disclose the Data to its suppliers/ contractors/ agents/ other network operators in connection with any of the aforesaid purposes and these third parties cannot make use of the Data other than for the purpose for which it was provided.

7. Limitation of Liability

- 7.1. Except as expressly agreed, all warranties are excluded to the maximum extent permitted by law.
- 7.2. To the extent permitted by law, COL's liability arising from any breach of these General Terms, negligence, act or omission is limited to supply or resupply of the products and/or services or refund of the amounts received from the Customer for the products and/or services. COL is not liable for any indirect, special or consequential loss or damage, any loss of business, loss of profit or data or for any claims by any third party.
- 7.3. COL is not liable for any failure or delay caused by events outside its reasonable control.

8. Other Provisions

- 8.1. The Customer may request a change to the scope of the supply of products and/or services ("Change") by issuing a change notice to COL ("Change Notice"). COL will respond to a Change Notice within a reasonable timeframe after its receipt and will inform the Customer of the cost implications of the Change and such terms and conditions to implement the Change. The Customer may accept the Change response in writing and the terms and conditions shall be amended accordingly to implement the Change. For clarity, COL is not under any obligations to implement the Change until and unless the Customer accepts the Change response in writing.
- 8.2. COL may subcontract any of its obligations to a third party and will be responsible for the acts and omissions of its subcontractor.
- 8.3. Any information that is, or by its context is, proprietary or confidential to either COL or the Customer which is disclosed by such party to the other party must be kept confidential unless otherwise agreed, implied or permitted by law.
- 8.4. The following additional terms shall apply as applicable as set out in the respective annex:
- Annex A: Additional terms for sale and installation of equipment
 - Annex B: End User Software Licence Terms
 - Annex C: Additional terms for equipment maintenance services
 - Annex D: Additional terms for software application maintenance service
 - Annex E: Terms on Use of Microsoft SQL Server 2008 Express Edition
 - Annex F: Terms on Use of Oracle Database Express Edition
 - Annex G: Terms on Use of MySQL
 - Annex H: Terms on Use of DNN
 - Annex I: Terms on Purchase of Oracle software licence
 - Annex J: Terms on Purchase of AWS Cloud Services
 - Annex K: Terms on Purchase of Cornerstone Software Licence and Service
- 8.5. These General Terms and the service order or quotation signed by the Customer represent the entire understanding between COL and the Customer relating to the supply of products and/or services. In case of inconsistency, the following order of precedence shall govern:
- (a) service order or quotation;
 - (b) Additional terms; and
 - (c) General Terms.
- 8.6. COL may amend these General Terms at any time by written notice in any manner it sees fit.
- 8.7. These General Terms shall be governed by the laws of Hong Kong. COL and the Customer agree to submit to the exclusive jurisdiction of the courts of Hong Kong for determining any disputes arising out of or in connection with these General Terms.
- 8.8. For FibreCloud Service, COL's Special Terms and Conditions of FibreCloud Service shall apply. For FibreCloud Trial Package, the Customer may terminate the FibreCloud Service during the trial period by giving at least 5 days written notice to COL. The Customer acknowledges that for FibreCloud Trial Package, COL does not provide any guarantee on service level. For FibreCloud Service without any term contract, either party may terminate at any time with at least 5 days written notice.
- 8.9. The Contracts (Rights of Third Parties) Ordinance (Cap. 623) shall not apply to these General Terms. For clarity, a person

who is not a party to these General Terms shall have no right to enforce these General Terms.

ANNEX A: Additional terms for sale and installation of equipment

The following additional terms shall apply for sale and installation of equipment:

1. Where necessary, COL will furnish to the Customer written site and environmental specifications for installation of the equipment at least thirty (30) days prior to the installation date. COL may change such specifications from time to time. The Customer shall at its own costs prepare and maintain the installation site according to the specifications from COL for the installation and operation of the equipment.
2. COL will install the equipment and make it ready for use for the Customer. COL shall have the right to install part of the equipment if COL, in its sole discretion, determines that any part of the operating requirement of the Customer can be met by partial installation.
3. The equipment shall be at the Customer's risk from the time it is delivered to the installation site and accordingly the Customer shall indemnify COL against any loss or damage to, or arising out of the use of, the equipment.
4. If the Customer defaults in the payment of the charges, associated costs and taxes of the equipment when due, COL shall have the right to enter upon the installation site or any premises in which the equipment is kept to remove and/or repossess the equipment with or without notice and to take such other action as it deems necessary to protect its interests. This clause shall apply to the Customer's successors, assigns, or any person who may gain possession of the equipment in any manner whatsoever.
5. COL will provide to the Customer such instruction COL deems necessary for the operation of the equipment; the fees for such instruction shall be at COL's prevailing rates.
6. COL warrants that at the date of installation the equipment will be substantially free from defects in material and workmanship under normal use and service. COL's sole obligation under this warranty shall be to repair or at its option, replace free of charge any such articles or parts thereof which, within thirty (30) days from the date of original installation, shall have been promptly reported by the Customer to COL as defective in material or workmanship, and, upon investigation by COL is determined to be defective. This warranty shall not extend to any article that has been subjected to misuse, neglect, or accident or which shall have been altered or repaired, other than by COL, or if the defect is due to the failure of the Customer to prepare and maintain the installation site in accordance with the site specifications furnished by COL.
7. The Customer agrees and acknowledges that the use of the equipment is also subject to applicable supplier's terms and conditions of sale as notified by COL.

ANNEX B: End User Software Licence Terms

The following additional terms shall apply to software supplied:

1. The Customer has a non-exclusive and non-transferable licence to install and use the software and ancillary documentation, on the following basis:
 - a. The Customer is entitled to install and use one (1) copy of the software solely in combination with a single computer which must be owned or leased by the Customer or the Customer's business entity. A separate licence from COL is required for each computer upon which the software will be installed and used;
 - b. Where the software is installed on a network server or other system that allows shared access to the software, the Customer is only entitled to permit access and use of the software by no more than the specified number limit of individuals as agreed with COL;
 - c. The Customer will undertake reasonable measures to prevent the use of the software by individuals not specifically licensed to use the software;
 - d. The Customer shall not use any software or hardware, including "multiplexing" or "pooling" software or hardware, to reduce the number of direct connections to the software from clients, workstations or computers; and
 - e. The Customer may make one (1) copy of the software for backup purposes if COL's copyright notice is included.
2. The Customer shall not, nor allow any third party to:
 - a. modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restrictions) or create derivative works based on the software or documentation, or any portion thereof;
 - b. copy the software or documentation except to provide the permitted backup copy and to load the software into the computer as part of executing the software;
 - c. separate the software's component parts for use on more than one (1) computer;
 - d. sell, rent, lease, lend or otherwise transfer the software or documentation on a permanent or temporary basis;
 - e. remove any proprietary notices, labels or trademarks on the software or documentation;
 - f. use COL's or COL's suppliers' names, logos, or trademarks in any manner, except to the minimum extent necessary to affix the appropriate copyright or other proprietary notices as required herein; or
 - g. sub-license the software, or assign, delegate or otherwise transfer the software licence or any of the related rights or obligations for any reason.
3. If a version of the software from COL is an upgrade from another version or other product, the licence granted relating to the upgrade supersedes and replaces any previous licence. The Customer may use the software only in conjunction with the upgrade.
4. The Customer obtains ownership of only the magnetic or other physical media on which the software and documentation are recorded or fixed.
5. The Customer may terminate the software licence at any time by destroying the software and documentation and the permitted backup copy. The software licence will automatically terminate if the Customer fails to comply with its terms and conditions. The Customer will, upon such termination, (a) return the original software and documentation to COL, and (b) destroy (or permanently erase) all duplicate copies of the software and documentation.
6. If the software is provided on physical media, COL warrants such media to be free from defects in materials and workmanship under normal use for ninety (90) days, or the shortest warranty period mandated by applicable law, from date that the Customer obtains the software.

ANNEX C: Additional terms for equipment maintenance services

The following additional terms shall apply to the provision of equipment maintenance services:

1. Maintenance shall commence on the date when the equipment is installed and certified by COL to be ready for use or, in the case of prior installed equipment, from the date as agreed.
2. Notwithstanding any agreed fixed term for provision of maintenance service, upon not less than three (3) months notice to the Customer, COL may terminate the maintenance in respect of any item of the equipment which, in the opinion of COL, is obsolete or unmaintainable subject to such adjustment on charges as COL considers appropriate.
3. COL will provide preventative maintenance namely inspection, lubrication and adjustment to assure the proper functioning of the equipment at such frequency and for such duration as COL deems necessary, and on-call maintenance service to maintain the equipment in operating condition.
4. Unless otherwise agreed, if COL, at the Customer's request or in emergency, requires to carry out any investigation or work outside standard business hours, COL shall be entitled to impose extra charges on the Customer at COL's prevailing rates, based on a two (2) hour minimum plus cost of travel.
5. Maintenance does not cover the cost of the following items, which shall be borne by the Customer:
 - a. Electrical work external to the equipment;
 - b. Changes or alterations in specifications;
 - c. Furnishing accessories or supplies, painting or refinishing the equipment, or furnishing materials therefor;
 - d. Installation, moving or removing of equipment, devices or attachments;
 - e. Maintenance of accessories, attachments, machines, or other devices not furnished by COL;
 - f. Repairs made necessary by accident, misuse, fault or negligence of the Customer, its employees or invitees;
 - g. Repairs made necessary due to causes not inherent in the equipment such as failures due to failure or fluctuation of electrical power, improper grounding of the electrical supply, excessive foreign object particles in the equipment area, excessive humidity including off hours and the effects thereof, air-conditioning, casualty, vandalism or by any causes other than normal use; and
 - h. Rebuilding or overhauling of equipment.COL's determination as to whether any item falls within this provision shall be final and conclusive.
6. COL may perform, at Customer's expense, such necessary testing as it deems necessary to assure proper air conditioning, air particle content, grounding and proper condition of electrical power. COL will submit a written report of such tests to the Customer including recommendations of changes necessary to comply with site specifications deemed necessary for the proper operation of the equipment. Customer will make such changes at its expense within thirty (30) days. COL may change site specifications without notice as necessary.
7. All parts supplied by COL in performing maintenance will be new or of "as-new" quality. Replaced parts shall become the property of COL.
8. Unless otherwise agreed COL may revise the monthly maintenance charge at any time by giving one (1) month notice to the Customer as it deems necessary to cover any increase in the cost of spare parts, transport, labour, training tools, overheads or any other factor affecting the cost of provision of maintenance.
9. COL may revise any of its standard charges for the provision of maintenance service at any time.
10. The Customer shall provide at its expense, for the use of COL's personnel, adequate working space and storage space within a reasonable distance of the equipment.
11. COL's personnel may disconnect any equipment not covered by the agreed maintenance arrangements when carrying out maintenance services to the equipment. If the equipment is found to be functioning normally by established diagnostics and procedures, COL has no responsibility or liability to assure or warrant that the non-covered equipment functions in any manner whatsoever.
12. COL will provide, upon thirty (30) days prior written request by the Customer, service for relocation of equipment, at Customer's expense for time and material, uninstall and prepare the equipment for packing, supervise the proper packing and unpacking of the equipment, re-install the equipment at the new site, and repair damages, if any, suffered in the move.
13. All maintenance charges are agreed on the assumption that the Customer shall not move any item of the equipment from its location as specified. COL may impose additional charges or revise the maintenance charges if any item of the equipment is moved to a new location, which increases the cost of servicing the equipment for any reasons whatsoever.

ANNEX D: Additional terms for software application maintenance service

The following additional terms shall apply to the provision of software application maintenance service:

1. COL will use reasonable endeavours to:
 - a. provide updates for the software on an as-available basis to the Customer. Software updates mean those subsequent releases of the software generally made available to sub-licensees of the software, and do not include any releases, enhancements, functionality or products which COL licenses separately or charges separately;
 - b. make available a telephone hotline for the Customer to call requesting for application maintenance during normal business hours; and
 - c. respond to the Customer hotline report of error, malfunction or non-conformity of the software.
2. The use of software updates may be subject to additional terms and the Customer may be required to agree to such terms in writing prior to receiving any software updates.

ANNEX E: Terms on Use of Microsoft SQL Server 2008 Express Edition

The following additional terms shall apply to the use of Microsoft SQL Server 2008 Express Edition product of Microsoft Corporation ("Microsoft") and any updates, supplements, Internet-based services, and support services for such software:

1. Customer must require end users of the software to comply with these terms. Customer may not: (a) modify the software; (b) alter any copyright, trademark or patent notice; (c) use the software to run on a platform other than the Windows platform; (d) disclose the results of any benchmark tests of the software to any third party without prior written approval; (e) work around any technical limitations in the software; (f) reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; (g) make any copies of the software other than for backup as specified in this clause; (h) publish the software for others to copy; or (i) rent, lease or lend the software.

2. Customer may make one backup copy of the software for each licensed copy of primary software supplied by COL. Customer may use it only to reinstall the software.
3. Any person that has valid access to Customer's computer or internal network may copy and use the documentation relating to the software for Customer's internal reference purposes.
4. The software is subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.
5. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
6. The software is provided "as-is". Customer bears the risk of using it. Microsoft may not provide support services for it. Microsoft gives no express warranties, guarantees or conditions. To the extent permitted under Customer's local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
7. Customer can recover from Microsoft or its suppliers only direct damages up to US\$5.00. Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages.

ANNEX F: Terms on Use of Oracle Database Express Edition

The following additional terms shall apply to the use of Oracle Database 11 g Express Edition product of Oracle America, Inc. ("Oracle"):

1. The substantive and procedural laws of California govern the relationship between Oracle and Customer under these Terms. Customer and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of California in any dispute between Customer and Oracle relating to these Terms.
2. Oracle grants Customer a non-exclusive, non-transferable limited licence to use the programs for: (a) developing, prototyping and running Customer's applications for Customer's own internal data processing operations; (b) distributing the programs with Customer's applications; (c) providing third party demonstrations and training; and (d) copying and distributing the programs to Customer's licensees provided that each such licensee agrees to these Terms.
3. Customer is not permitted to use the programs for any purpose other than as permitted under these Terms.
4. Program documentation may be accessed online at <http://www.oracle.com/technetwork/indexes/documentation/index.html>.
5. Any use of the Oracle Database Express Edition is subject to the following limitations: (a) Express Edition is limited to a single instance on any server; (b) Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server; (c) Express Edition may only be used to support up to 11 GB of user data (not including Express Edition system data); (d) Express Edition may use up to 1 GB RAM of available memory.
6. The Programs may contain or be distributed with certain third-party technology. Oracle may provide certain notices related to such third-party technology in the program documentation, or in readme or notice files provided with the programs.
7. Third party technology will be licensed to Customer either under these Terms, or, if specified in the program documentation, readme files or otherwise in writing, under separate license terms ("Separate Terms") and not under these Terms ("Separately Licensed Third Party Technology"). Licensee's rights to use such Separately Licensed Third Party Technology under the Separate Terms are not restricted or modified in any way by these Terms.
8. Customer agrees not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of Customer's product name(s), service name(s), company name, or domain name(s). In marketing, promoting, or distributing the programs, Customer agrees to make it clear that Oracle is the source of the programs. Customer shall include on all copies of the programs used or distributed by Customer: (a) a reproduction of Oracle's copyright notice; or (b) a copyright notice indicating that the copyright is vested in Customer containing the following: (i) a "c" in a circle and the word "copyright"; (ii) Customer's name; (iii) the date of copyright; and (iv) the words "All rights reserved". Such notices shall be placed on the documentation, the sign-on screen for any software incorporating the programs, and any media containing the programs.
9. Oracle retains all ownership and intellectual property rights in the programs. Customer may make a reasonable number of copies of the programs for backup purposes.
10. Customer may not: (a) remove or modify any program markings or any notice of Oracle's proprietary rights; (b) assign these Terms or give or transfer the programs to another individual or entity except as specified in these Terms; (c) cause or permit reverse engineering or de-compilation of the programs; (d) disclose results of any program benchmark tests without Oracle's prior consent.
11. Customer agrees that U.S. export control laws and other applicable export and import laws govern Customer's use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at: <http://www.oracle.com/products/export/index.html?content.html>. Customer agrees that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

ANNEX G: Terms on Use of MySQL

The following additional terms shall apply to the use of MySQL product of Oracle Corporation and/or its affiliates:

1. MySQL is made available as open source software under version 2 of the GNU General Public License (<http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>).
2. This program is free software; Customer can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at Customer's option) any later version. This program is distributed in the hope that it will be useful, but without any warranty; without even the implied warranty of merchantability or fitness for a particular purpose.

ANNEX H: Terms on Use of DNN

The following additional terms shall apply to the use of DNN CMS platform product of DNN Corp:

1. DNN CMS platform is "Copyright (c) 2002 - 2013 DNN Corp" and is made available under the MIT License (<https://github.com/dnnsoftware/Dnn.Platform/blob/development/LICENSE>).
2. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions.
3. The above copyright notice and permission notice shall be included in all copies or substantial portions of the Software.
4. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

ANNEX I: Terms on Purchase of Oracle software licence

The following additional terms shall apply to the purchase of Oracle software license (including Oracle Database Enterprise Edition, Oracle Database Standard Edition 2, Oracle Database Standard Edition One, Oracle Database Standard Edition and Real Application Clusters product) of Oracle America, Inc. ("Oracle"):

1. Oracle software licence terms may be accessed online at: <https://www.oracle.com/contracts>.
2. Oracle Licence Definition and Rules may be accessed online at: <https://www.oracle.com/corporate/contracts/contract-documents/license-definitions-rules.html#app-lic>.

ANNEX J: Terms on Purchase of AWS Cloud Services

The following additional terms shall apply to the purchase of the cloud based services and products offered by Amazon Web Services. Inc. and its affiliates ("AWS") :

1. AWS legal terms and conditions may be accessed online at: <https://aws.amazon.com/legal/>.
2. AWS Service Terms may be accessed online at: <https://aws.amazon.com/service-terms/>.
3. AWS Compute Service Level Agreement may be accessed online at: <https://aws.amazon.com/compute/sla/>.
4. AWS Acceptable Use Policy may be accessed online at: <https://aws.amazon.com/aup/>.
5. AWS Privacy Policy may be accessed online at: <https://aws.amazon.com/privacy/>.

ANNEX K: Terms on Purchase of Cornerstone Software Licence and Service

The following additional terms shall apply to the purchase of Cornerstone software licence, and/or maintenance and support service, hosting services, professional services and additional services ("Service") of Cornerstone OnDemand International Limited ("Cornerstone"):

1. Cornerstone Subscription Terms and Conditions.
2. Cornerstone Service Level Agreement.