
MAINTENANCE SERVICE AGREEMENT

Agreement and services provided by Axision Hong Kong and its primary place of business at Unit 1104A, 11/F, Kai Tak Comm. Bldg., 317-319 Des Voeux Road Central, H.K. hereby known as the "Provider" and you, the "Customer". Customer signature on front of this form acknowledges the following agreement policies, obligations, warranties, and waivers.

1. DEFINITIONS

In this agreement the following words and expressions shall have the following meanings: "Agreement Period"

means the period set out in clause 2.

"Commencement Date" means the date set out in clause 2.

"Site" means the primary place of the customer's business;

"Maintenance Charges" means the charges specified for the Maintenance Service Agreement to be paid by the Customer for Services;

"Maintenance Services" means preventative maintenance services required to keep the Customers equipment in good working condition and specified in clause 4c.

"Remedial Maintenance Services" means maintenance services requested by the client as specified in clause 4f. "Renewal Period"

means the period set out in clause 2.

"Service Hours" means hours between 10:00AM and 5:00PM Monday through Friday, not including holidays or vacation periods of the Provider.

2. TERM

This agreement shall commence upon agreement signing and shall remain in force for the period of 12 months unless terminated in accordance to clause 8. Thereafter, this agreement

will automatically renew for a renewal period of 6 additional month(s), provided that the Customer pays the current renewal fee to the Provider, or unless either party terminates this

agreement in accordance to clause 8.

3. MAINTENANCE CHARGES

3.1. The Maintenance Charges shall cover all services provided in clause 4. However, the Maintenance Charges will not cover the costs of any parts, software, manuals, materials, travel or other disbursements which may be necessary or requested by the customer. The customer will be billed separately for these costs as they occur.

3.2. Maintenance Charges are payable to the Provider prior to any Maintenance services.

3.3. The Customer shall pay all other costs within 15 days of receipt of invoice.

3.4. The Provider shall be entitled to adjust the monthly maintenance charge by giving the Customer 30 days written notice and will take effect when the next maintenance charge is due.

3.5. No such adjustment will take place within the initial Agreement Period.

4. MAINTENANCE SERVICES

4.1. The Provider agrees to provide the Maintenance Services to the Customer in respect to the Windows based computer equipment on the terms and conditions set out in this agreement.

4.2. The Provider shall provide preventative maintenance services on Windows based computer equipment during the service hours at intervals necessary to keep the Equipment in good working condition.

4.3. After the signing of this agreement, in exchange for the payment of the Maintenance Charge, the Provider will perform the maintenance services as outlined in the Maintenance Service Agreement checklist provided or found online at the Provider's website;

4.4. All additional work not listed above shall be performed at the Provider's sole discretion or based on the current Maintenance Service Agreement checklist.

4.5. Maintenance will commence on a mutually agreed upon date and time, and will be performed at least each 100 days. PLUS+ and Standard Agreements may have different maintenance schedules.

4.6. The Provider shall only provide remedial maintenance outside the Service Hours only if requested by the Customer, for which the Customer will pay the service rate for Emergency/Weekend/Holiday Hours as specified on the Provider's website.

5. CUSTOMER'S OBLIGATIONS

The Customer will cooperate with the Provider in connection with the Provider's performance and provide full and free access to the equipment, adequate working space and facilities such as electrical outlets within a reasonable distance from the equipment.

5.1 The Customer shall obtain, keep and make available to the Provider machine readable copies of all programs, operating systems, drivers and data files relating to the Equipment. The Provider does not assume any liability as a consequence of the Customers inability to use its machine readable data.

5.2 The Customer shall not modify, create any derivative work of, or incorporate any other equipment into the network or any portion thereof. The Provider shall not be responsible for any maintenance of, or the repair of problems or malfunctions caused by any modification or enhancements made by the Customer or by anyone else other than the Provider.

6. BACK-UP & DATA LOSS WAIVER

Any additional labor incurred in attempting to recover lost files while the Customer has not maintained proper backup procedures will be charged at the Provider's charges (normal hours) specified on the Provider's website. Customer is solely responsible for their data and will not, regardless of circumstances, hold Axision Hong Kong liable for any data loss.

Data

loss experienced during any procedure will be restored from Customer backup, if available, to its original location at no charge. At no time during the recovery or maintenance procedures will the Provider be responsible for data loss, downtime, or loss of business.

7. WARRANTIES AND LIABILITY

Maintenance Service provided under this agreement does not guarantee un-interrupted operation of the Customer's computers, peripherals and network related to regular work.

7.1 The Provider, its directors, officers, employees and/or consultants are not liable for any damage, including loss of business, loss of profits, loss of opportunity or any other indirect or consequential loss of damage whatsoever in connection with the Provider's performance under this agreement and the Customer hereby indemnifies the Provider in respect of same.

7.2 The Provider has no responsibility for or liability to correct, validate, bring into compliance or make any other remedy any problem with the programs that is caused in whole, or in part by the improper or inadequate installation of the Customer, or any incompatibility of the Customers environment, hardware or software with the programs.

8. TERMINATION

8.1 The Provider may terminate this agreement at any time by giving at least 15 days prior written notice to the Customer not earlier than 30 days from the Commencement date.

8.2 The Customer may terminate this agreement immediately at any time provided that it is responsible for the full amount of all maintenance payments due through the end of the term.

9. SEVERANCE

If any provision of this agreement is held invalid, unenforceable or illegal for any reason by court of competent jurisdiction, the validity, enforceability or legality of the remainder

of this agreement shall not be in any way affected or impaired thereby.

10. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of Santa Fe County and the parties submit to exclusive jurisdiction of the courts of Santa Fe, New Mexico.

11. NOTICES

Any notice to be given by either party to the other may be sent by either electronic email or USPS Priority Mail. Acceptable date of notice is date of receipt.

12. NON WAIVER

The failure of either the Customer or the Provider to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

13. CONTENTS

All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

14. THIRD PARTY RIGHTS

This agreement does not create any rights in any third parties, except assigns, successors of heirs expressly permitted hereunder.

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