



## **Special Terms and Conditions for HGC enterprizCloud Services**

1. All quoted pricing, discount, and provisioning details in this Service Quotation should be treated as strictly confidential and apply only within the validity period. All such information should strictly be used by the recipient for the purpose of order evaluation and should not be disclosed to any third party except with the written permission of HGC.
2. HGC reserves the rights to change the terms and conditions of this Service Quotation without prior notice. In case of dispute, the decision of HGC shall be final and binding.
3. No physical access to HGC or license of space will be granted for the HGC enterprizCloud Service.
4. It is possible that software products and services of third parties will be used as part of our effort to provide better quality service. HGC cannot guarantee that the services and software produced by third parties that are not explicitly included in this Service Quotation will work exactly how the customer expects. No commitment to provide support for such standards will be guaranteed nor will HGC accept responsibility for any reliability issues.
5. Cloud Infrastructure (including but not limited to servers, Virtual Data Centre ("VDC"), Virtual Machine ("VM"), storages, network equipment, security appliance or shared space) that Customer uses are owned by HGC and/or its affiliate(s) and made available for Customer to use. Customer is responsible for the Cloud Infrastructure and any loss or damage that may occur while in use. If any of the Cloud Infrastructure components fails under normal use conditions, HGC may temporarily remove the parts from use in order to replace or repair the component.
6. Customer must subscribe the HGC enterprizCloud Service Basic Plan prior to subscription of Value Added Service.
7. The Customer must give HGC one month's prior written notice for termination of the Service. In the event of such termination or where HGC terminates the Service due to the Customer's default, the Customer agrees to pay to HGC an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the Contract Period.
8. HGC makes no warranties, express or implied, as to the Service and shall not be liable to Customer or any third parties for any failures, malfunctions or non-performance of the same or otherwise in Customer relation to the use of the same. HGC specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights.
9. If for any reason HGC can no longer provide its Customers with the HGC enterprizCloud Service, data hosted on Customer Cloud account will be permanently deleted from HGC enterprizCloud Service.
10. All charges are payable in advance and payments made are non-refundable.
11. Invoices will be sent to Customer electronically to the e-mail address provided by Customer. Customer can login to the HGC e-Bill portal to view the invoice details. If hardcopy bill by post is required by Customer, a service fee of \$30 or another prevailing fee will be charged per hardcopy bill. Monthly service fee will be billed a) in advance for recurrent and b) in arrears for non-recurrent or usage-based charges. Detailed payment instructions will be shown in the bill. All Service Orders forms and quotation forms are subject to HGC Cloud Services Agreement (which could be downloaded from [https://www.hgcbiz.com/assets/images/documents/tnc/EN/HGC\\_Cloud\\_Services\\_Agreement\\_Eng.pdf](https://www.hgcbiz.com/assets/images/documents/tnc/EN/HGC_Cloud_Services_Agreement_Eng.pdf)) and any applicable Addendum in respect of the Services. Customer acknowledges that it has received a copy of HGC Cloud Services Agreement for the Services and all relevant Addendums prior to signing this Service Quotation and agrees that those terms shall apply to this Service Quotation. This Service Quotation serves as a purchase order when signed by authorized representatives of Customer.
12. HGC reserve the right, at its sole discretion, to continue charge Customer the monthly service fee during the suspension period.
13. The Customer agrees to subscribe for the Services as set out in this Service Quotation and effect the same as from the service requisition date as set out in this Service Quotation or any other date as mutually agreed by Customer and HGC. Customer acknowledges and agrees that the actual service activation date will be subject to final confirmation by HGC, and which confirmation shall be affected by and subject to HGC's service capacity, credit approvals and any other reasons beyond the control of HGC. Customer acknowledges and agrees that notwithstanding the final confirmation by HGC as aforesaid, the provision of the Service and the quality of the Service provided by HGC shall actually be subject to and conditional upon the circumstantial factors of the environment and condition of where the Service are to effected and used. Customer further acknowledges and agrees that HGC shall reserve its sole and absolute discretion to decide to accept, reject, cancel, withdraw and/or vary Customer's subscription for the Service or otherwise, the provision of the Service to the Customer without incurring any liability therefrom.
14. Resource usage (including but not limited to vCPU, RAM, storage, number of Public IP Addresses, number of VPCs, number of VMs, and number of Edge Gateway) is limited by the resources allocated to the specific plan that the Customer has purchased.
15. After the expiry of the Minimum Contract Period, provision of the Service and all other value added services subscribed will be automatically continued on a monthly basis (the "Extended Period") and chargeable at the standard monthly service fee as determined by HGC from time to time by reference to the HGC



enterprizCloud Standard Service Charge. During the Extended Period, Customer shall give HGC not less than one month prior written notice for the termination of the Service and/or any value added services.

16. The VDC, VM and edge gateway will be logical units hosted on HGC physical servers. Customer should understand that Customer is solely responsible for taking steps to maintain appropriate security, protection and backup of Customer data.
17. Customer should understand that maintaining copies of their data is not part of the service provided by HGC. HGC shall not be required to make a copy of the information stored upon the Cloud Infrastructure and therefore shall not take responsibility for any loss of information that the customer had stored on Cloud Infrastructure.
18. If a software patch and/or upgrade is released, HGC will assess the applicability of such release as to the HGC enterprizCloud service. If an upgrade is completed on the HGC enterprizCloud service, the Customer will be required to utilize the new version by default.
19. By agreeing to subscribe for HGC Value Added Service relating to Microsoft Products, the Customer agrees also to abide by the terms and conditions as set out in the Microsoft End User License Terms (<https://www.hgcbiz.com/assets/images/documents/tnc/EN/Microsoft-End-User-License-Terms.pdf>). Such Microsoft End User License Terms will be an agreement between the Customer and Microsoft governing the use of the Microsoft Products as involved in the Service and HGC shall not be in any event responsible for any liabilities incurred from or in connection with the use of the Microsoft Products as aforesaid.