MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (2023)
("Agreement" or "Fano MSA 2023")

1.   PARTIES

This Agreement (including Schedules A and B as an integral part) is between Fano Labs Limited, a company incorporated with limited liability in Hong Kong with its registered office at 1507, 15/F, 19W, 19 Science Park West Avenue, N.T., Hong Kong SAR ("**Licensor**" or "**Fano**") and its "**Licensee**", agreeing to this Agreement, expressly or by implication, or by incorporation or adoption through Quotation, Purchase Order, Order, Statement of Work (SOW) or other similar documents ("**Other Documents**", such other documents issued by Licensor or Licensee shall be referred to as "**Licensor's Documents**" and "**Licensee's Documents**" respectively).

2.   FORMATION OF AGREEMENT AND PRECEDENCE OF DOCUMENTS

The Agreement envisions the creation of one or more of Other Documents for the purchase of Fano Products and/or Services. Other Documents may be agreed to and/or executed concurrently or subsequently with this Agreement and each of which agreed to and/or executed under this Agreement shall incorporate the terms and conditions of this Agreement and, along with any documents incorporated by reference into this Agreement and the applicable Other Documents, shall constitute a complete and entire agreement between the parties relating to the subject matter thereof, and shall supersede all prior representations, proposals, and communications, whether oral or in writing, related to such matters. In case of conflict, the documents shall govern in the following order: (a) Licensor's Documents (b) this Agreement and (c) Licensee's Documents. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

3.   LICENSE

3.1 The Licensor hereby grants to the licensee a revocable, limited, non-transferable, non-exclusive and term-based license to use the **Licensed Program Materials,** i.e. the systems, applications and computer programs of the Licensor agreed under Other Documents ("**Licensed Program**") and the operating manuals, user instructions, technical literature and all other related materials supplied to the Licensee by the Licensor for aiding the use and application of the above ("**Program Documentation**"), for the **Permitted Purpose** only**,** i.e. operation of the Licensee's own business in Hong Kong, subject to the terms and conditions contained in this Agreement, at the agreed **Location** only, to be specified at Other Documents. The Licensee shall procure that all licensed users of the Licensed Program Materials are notified of and comply with this Agreement as if such licensed users were the Licensee.

3.2 Non-exclusive. The Licensor retains absolutely all rights and discretion of the Licensed Program Materials including, without limitation, its Intellectual Property Rights, usage right, and right to grant to others the license to use it on any term, whether or not such other licensees compete with the Licensee or not.

3.3 Non-transferrable. The Licensee shall not sub-license, loan, rent out, assign, novate, delegate, sell, transfer or otherwise dispose of the Licensed Program Materials, its right to use the Licensed Program Materials under this Agreement or any part(s) of the right(s) and obligation(s) licensed to or borne by the Licensee hereunder, nor enter into or permit to subsist any agreement or arrangement to do any of the foregoing set out in this Clause 3.

3.4 The Licensee shall Use the Licensed Program Materials for processing its own data only and not to provide outsourcing services or bureau services or business management or administration services to any third party.

3.5 The License shall not be deemed to extend to any programs or materials of the Licensor other than the Licensed Program Materials unless specifically agreed to in writing by the Licensor.

3.6 The Licensee shall not, and shall not permit any person(s) to, make any copy(ies) of the Licensed Programs and/or of the Program Documentation, without the prior written consent of the Licensor. Any copies and the media on which they are stored shall be the property of the Licensor.

3.7 The Licensor shall only provide the Licensee with a soft copy of the Program Documentation only, containing information for use of all the facilities and functions set out in the specification.

3.8 The Licensee undertakes not to translate, adapt, vary, modify, amend, alter, merge with other data or systems, disassemble, decompile or reverse engineer any part(s) of the Licensed Program Materials without the Licensor's prior written consent.

4.   TERM

Unless otherwise agreed in any Licensor's Documents, the License shall

4.1 commence on the Commencement Date specified a Licensor's Document;

4.2 continue for a period of thirty-six (36) months (the "**Term**"); and be automatically renewed for a period of twelve (12) months upon expiration of the Term, unless sooner terminated in accordance with any of the provisions of Clause 13; and

4.3 pay the license fee specified in Licensor's Document ("**License Fee**") for such renewed term, unless either Party gives a written notice to the other Party at least sixty (60) days prior to the expiration of the Term for non-renewal.

5.   PAYMENT

5.1 The License Fee to be paid by the Licensee and invoicing terms are set out in Licensor's Document.

5.2 Time is of the essence with respect to payment terms.

5.3 License Fee is exclusive of any applicable goods and services tax, value added tax and other sales tax which shall be payable by the Licensee at the rate and in the manner prescribed by law.

5.4 Any charges payable by the Licensee under this Agreement in addition to the License Fee shall be paid within <u>thirty (30) days</u> after the receipt by the Licensee of the Licensor's invoice.

5.5 Any late payment by the Licensee shall be subject to a charge of <u>one and a half percent (1.5%) late interest</u> per month until the payment(s) due and late interest are fully settled.

5.6 The License Fee in whole or any part of it paid shall be non-refundable.

6.   DELIVERY AND ACCEPTANCE

After receipt of required License Fee or deposit, as applicable as per the Licensor's Document, the Licensor shall deliver a set of credentials to access the cloud environment where the Licensed Program Materials are hosted to the Licensee, if the Licensed Programs are to be hosted on the Licensor's cloud. Acceptance shall be deemed to occur upon delivery of the credentials.

7.   PROFESSIONAL SERVICES

"Professional Services" are usually described in a Statement of Work, Purchase Order or other applicable Licensor's Document ("**Applicable Licensor's Document**" for the purpose of this Clause). This <u>Clause 7 and Clause 10.2</u> (Warranty on Professional Services) are not applicable if the Parties have entered into a separate agreement for services which govern the same matters.

7.1 When providing Professional Services, the Licensor may use subcontractors and will be responsible for their performance.

7.2 The Licensee shall make available in a timely manner at no charge to the Licensor, all data, facilities, equipment or other resources reasonably required by the Licensor to perform the Professional Services.

7.3 The Licensee shall pay the Licensor for the Professional Services in accordance with the fees set forth in the Applicable Licensor's Document and reimburse all reasonable travel and other expenses incurred by the Licensor for the performance.

7.4 Deliverables, creations and customizations made for the Licensee and in connection with the Professional Services remain the property of the Licensor.

7.5 All Professional Services rendered will be subject to the Force Majeure provision under Schedule A.

8.   SUPPORT SERVICES

8.1 "**New Releases**" means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Licensed Programs by the Licensor;

8.2 The Licensee is entitled to New Releases as part of the Support Services. If the Licensee desires the Licensor to install and configure any New Releases and that the Licensed Programs are installed on the Licensee's data center or private cloud, the Licensor shall charge reasonable fees for such services.

8.3 If the Licensed Programs are installed on the Licensee's data center or private cloud, the Licensee agrees to provide a suitable installation and operating environment with any facilities or environmental requirements reasonably prescribed by the Licensor or applicable third-party suppliers. The Licensee warrants to the Licensor that the Licensee has obtained valid licenses or other legal rights to use, and to permit the Licensor to use on the Licensee's behalf, all equipment, software and documentation not provided by the Licensor that the Licensor is asked to install, maintain, access or use.

8.4 If the Licensor provides any services at a Licensee's site, the Licensee shall ensure that such location will be safe for occupation and use by the Licensor's employees and contractors. The Licensee shall indemnify the Licensor and the Licensor's employees and contractors for any damage to person or property incurred by them as a result of any unsafe condition at a Licensee's site.

9.   PROPRIETARY RIGHTS

"**Intellectual Property Rights**" means any and all tangible and intangible rights, title and interest in and to: (i) works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademarks and trade names, (iii) Confidential Information, trade secrets and know-how, (iv) patents, designs, algorithms and other industrial property, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

9.1 The Licensee acknowledges the Licensor owns or has the right to license the products provided by the Licensor hereunder, and that all Intellectual Property Rights in the products, and/or derivatives thereto, shall remain vested in the Licensor.

9.2 Except for the limited license and use rights granted hereunder, the Licensee shall not assert any right, title, or interest in or to the products or services provided by the Licensor hereunder, or any other intellectual properties of the Licensor.

10.   WARRANTIES

10.1 The Licensor warrants to the Licensee that <u>during the validity of the License</u>, the Licensed Programs shall operate in accordance with the Program Documentation. The Licensee's exclusive remedy for a breach of the foregoing shall be for the Licensor to use commercially reasonable efforts to either correct any verifiable material nonconformity or to replace the materially nonconforming Licensed Programs; provided, however, if the Licensor cannot provide either remedy, the Licensor shall refund the Licensee the License Fee paid to the Licensor for the same;

10.2 The Licensor warrants to the Licensee that for a period of <u>thirty (30) days</u> after delivery, any agreed Professional Services shall be performed in a timely and professional manner by qualified personnel. The Licensee's exclusive remedy for a breach of

the foregoing shall be for the Licensor to re-perform the affected Professional Services or waive or refund (as appropriate) the Professional Service Fee paid to the Licensor for such Professional Services.

10.3 The Licensor shall be completely released from and have no obligations under this Clause unless the Licensor receives the Licensee's written notice during the applicable warranty period.

10.4 The limited warranties and exclusive remedies set forth in this Clause are made for the benefit of the Licensee only and are expressly subject to satisfaction of any payment obligations to the Licensor.

10.5 The Licensor makes no and disclaims and excludes all other warranties, representations, conditions and other terms, written or oral, or express, implied, statutory, collateral or otherwise, including any implied warranties and terms of merchantability, quality, title, interoperability, data accuracy, or fitness for a particular purpose with respect to any products, services, support, or any components thereof.

10.6 Without limiting the foregoing, the Licensor does not warrant that all errors can be corrected, or that operation of any products or services shall be uninterrupted or error-free.

10.7 For the avoidance of doubt, this Clause shall not apply to any beta, pilot or other trial programs or non-production environments, each of which are provided 'as is' and without warranty of any kind.

10.8 The Licensee warrants to the Licensor that during the continuance of the License the Licensee shall effect and maintain adequate security measures to safeguard the Licensed Program Materials from and against access or use by any unauthorized person, theft and discovery of the Licensed Program Materials unless authorized; and retain the Licensed Program Materials and all copies thereof under the Licensee's effective control.

10.9 The Licensee warrants to the Licensor and accepts that it is the Licensee's responsibility to ensure the integrity and security of its own data, including data it generates via the use of the Licensed Program Materials, and the Licensee shall solely be responsible to maintain backups of its data.

10.10 The Licensee warrants to the Licensor and accepts that it is the Licensee's responsibility to ensure the normal operation of any software other than the Licensed Program Materials, as well as the necessary working environment for the Licensed Program Materials.

11.   LIMITATION OF LIABILITY

11.1 The aggregate and total liability of the Licensor (including its third-party suppliers, business partners and licensors) for any and all claims arising out of this Agreement will be limited to direct damages and will not exceed the amount actually paid by the Licensee for the products or services that actually caused the loss, claim or damages.

11.2 In no event shall the Licensor (including its third-party suppliers, business partners and licensors) have any liability for any incidental, punitive, special, indirect or consequential damages of any character including, without limitation, damages for loss of business or good will, work stoppage, loss of revenue or profits, lost or corrupted information, loss of data (including but not limited to loss, alteration, destruction, damage, corruption or recovery of the Licensee data), computer failure or malfunction, abnormal or failure of operation of software other than the Licensed Program Materials, telecommunications charges from unauthorized access, cover damages, costs of procurement of substitute goods, technology or services, or other similar damages regardless of the theory asserted, arising in any way out of or in connection with this Agreement, under any cause of action, whether or not the Licensor has been advised of the possibility of such damages and even if a remedy is found to have failed of its essential purpose.

11.3 This Clause does not limit liability for bodily injury or breach of confidentiality and will not apply to damages that cannot be limited or excluded by law. The licensee agrees that this limitation on liability forms a fundamental basis of the bargain hereunder, in the absence of which, the economic terms of this Agreement would have been different.

11.4 No action arising out of this Agreement may be brought by either Party more than <u>one (1) year</u> after the cause of action to which it relates first becomes known (or ought to have become known) to the Party bringing such an action.

12.   CONFIDENTIAL INFORMATION

"**Confidential Information**" means any non-public information, technical data, or know-how, including, without limitation, which relates to: (i) research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, (ii) with respect to the Licensor, information concerning any products and services provided hereunder and/or materials resulting from services, and any derivatives thereto, and the terms and conditions contained in any Licensor's Documents, and (iii) with respect to the Licensee, any customer data. Notwithstanding the foregoing, and except with respect to customer data, Confidential Information does not include information, technical data or know-how that is: (a) in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; (b) without restriction on disclosure, rightfully obtained by the receiving party from a third party; (c) without restriction on disclosure, lawfully

in the possession of the receiving party at the time of disclosure; or (d) approved for release by written authorization of the disclosing party.

12.1 Each Party shall not without the prior written consent of the other Party divulge any part of the Confidential Information to any person except:

12.1.1 to its own employees and then only to those employees who need to know the same;

to either Party's professional advisers, subcontractors and any other persons or bodies having a right duty or obligation to know the business of the other Party and then only in pursuance of such right duty or obligation; and

12.1.2 to the minimum extent permitted or required by: (i) any order or decision of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or (ii) the laws or regulations of any country with jurisdiction over the affairs of either Party.

12.2 Each Party undertakes to ensure that persons and bodies referred to in Clause 12.1 are made aware prior to the disclosure by it of any part of the Confidential Information that the same is confidential and that it owes a duty of confidence to the other Party.

12.3 Each Party to this Agreement shall promptly notify the other Party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other Party all reasonable assistance in connection with any proceedings which the other Party may institute against such person for breach of confidence.

12.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the License or this Agreement.

13. TERMINATION

13.1 Either Party may terminate the License and this Agreement forthwith on giving notice in writing to the other Party if:

13.1.1 the other Party commits a serious breach of any term of this Agreement; or

13.1.2 the other Party infringes the Intellectual Property Rights of a Party; or

13.1.3 the other Party is wound up or that winding up petition has been lodged against the other Party or where the other Party otherwise becomes insolvent.

13.2 The Licensor may terminate the License and this Agreement forthwith on giving notice in writing to the Licensee if:

13.2.1 the Licensee permanently discontinued the use of the Licensed Program Materials.

13.2.2 the Licensee Use the Licensed Program Materials other than for the Permitted Purpose;

13.3 The License and this Agreement also automatically terminate if:

13.3.1 the Term expires and the License is not renewed in accordance with Clause 4.2.

13.4 Forthwith upon the termination of the License, the Licensee shall return to the Licensor the Licensed Program Materials including all copies of the whole or any part thereof, or handle or deal with the same in such other reasonable way as may be notified by the Licensor and, if requested by the Licensor, shall destroy the same and certify in writing to the Licensor that they have been destroyed.

13.5 The Licensee shall indemnify and keep indemnified the Licensor from and against all claims, liabilities, losses, damage, legal fees, taxes, costs and expenses suffered by the Licensor arising out of, resulting from or in connection with the Licensee's failure to fully observe Clause 13.4.

13.6 Notwithstanding Clauses 13.4 and 13.5, upon the License and/or Agreement's termination for whatever reason, the Licensor shall be entitled to do all such acts and things that it, in its sole discretion, considers to be necessary to retrieve the Licensed Program Materials and all copies of the whole or any part thereof.

13.7 Any termination of the License or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it effect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

14. EQUIPMENT, LICENSEE'S DATA CENTER OR PRIVATE CLOUD

This Clause applies if the use is agreed by the parties to be on or with the computer equipment ("**Equipment**"), or installed onto computer system or storage in a building or location, a dedicated space within a building, or a group of the above for the Licensee ("**Licensee's Data Center**") or computing storage or services offered either over the internet or a private internal network and only to Licensee ("**Licensee's Private Cloud**"), as more particularly specified in Other Documents.

14.1 If the use is agreed to be restricted on and in conjunction with the Equipment, the Licensee's Data Center or Licensee's Private Cloud, the Licensee may with the prior written consent of the Licensor (the Licensor may, in its absolute discretion, withhold such consent) use it on or with any replacement if the Equipment, the Licensee's Data Center or Licensee's Private Cloud is inoperable for any reason or if the use on or with the Equipment, the Licensee's Data Center or Licensee's Private Cloud is permanently discontinued. Upon such consent being given the replacement shall become the Equipment, the Licensee's Data Center or Licensee's Private Cloud for the purposes of the License. Details of the replacement must be provided to the Licensor for Licensor's approval.

14.2 Notwithstanding <u>Clause 6</u>, if it is agreed that the Licensor shall install the Licensed Programs on the Equipment at the Location, the Licensee's Data Center or Licensee's Private Cloud and at a time agreed by the Licensor for the Licensee's use, the Licensee is solely responsible for the provision, installation and maintenance of the Equipment (including all required hardware), the Licensee's Data Center or Licensee's Private Cloud to enable the Licensor to install and/or maintain and/or give effect to the Licensed Programs on the Equipment, the Licensee's Data Center or Licensee's Private Cloud. All costs and expenses incurred in relation to the Equipment, the Licensee's Data Center or Licensee's Private Cloud is to be solely borne by the Licensee.

14.3 Acceptance shall be deemed to occur upon delivery of the Licensed Program by installation of the Licensed Programs on the Equipment at the Location, the Licensee's Data Center or Licensee's Private Cloud.

15.   MISCELLANEOUS

15.1 This Agreement shall not constitute any partnership, joint venture, agency or fiduciary relationship between the Parties.

15.2 This Agreement may not be amended, modified or canceled except by in writing signed by the authorized representatives of both Parties.

15.3 Neither Party may assign the rights or obligations under this Agreement without the written consent of the other Party.

15.4 All notices shall be in writing and be delivered by courier, mail or email to the most recent address or email address notified by the other Party. Notices shall be deemed received when delivered by courier or email and on the fifth day after mail is delivered.

15.5 Any provision of this Agreement that is prohibited by law shall be void and of no effect, and severed, without invalidating the remainder of the Agreement.

15.6 This Agreement may be accepted by incorporation and/or reference, or executed in any multiple counterparts or by exchange of e-signed copies and such copies together shall constitute one and the same Agreement.

15.6 <u>Clauses 9, 12 and 13</u> shall survive the termination of this Agreement and any License.

15.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the laws of Hong Kong) to enforce any term of this Agreement.

15.8 This Agreement and this arbitration clause shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration under the UNCITRAL Arbitration Rules in force when the notice of arbitration is received by the other party or parties, which rules are deemed to be incorporated by reference in this Clause. The seat of arbitration shall be Hong Kong. The appointing authority shall be the Law Society of Hong Kong if not agreed by the Parties. The number of arbitrators shall be one. Arbitration shall be conducted on document only basis without trial. The language of the arbitration shall be English.

EXECUTION CLAUSE (OPTIONAL, PARTIES MAY INCORPORATE FANO MSA 2023 (INCLUDING SCHEDULES A AND B) BY REFERENCE WITHOUT EXECUTION)

This FANO MSA 2023 (including Schedules A and B) has been approved and is signed by authorized representatives.

For and on behalf of Fano Labs Limited ("**Licensor**")   For and on behalf of [*] ("**Licensee**")

_____   _____
Authorized Signature & Company Chop   Authorized Signature & Company Chop
Name: Dr. Miles Wen   Name:
Title: Chief Executive Officer   Title:
Date: Date:

Details of Licensee
Company Name   :
Place of incorporation   :
Registered address   :
Company number   :
Name of representative   :
Contact email   :
Contact tel. no.   :
Other remark (Optional)   :

SCHEDULE A TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (2023)

1.   This Schedule A is an integral part of the FANO MSA 2023 adopting all of its terms and definitions.

2.   Below definitions shall further apply to this Schedule A: -

2.1.   "**Issue**" means any failure of the Licensed Programs to materially conform to the Program Documentation, excluding any nonconformity resulting from any of the instances referred to in <u>paragraph 5</u> of this Schedule A;

2.2.   "**Normal Business Hours**" means from Monday through to Friday and from 09:00 to 18:00 (excluding general and statutory holidays in Hong Kong and excluding days when typhoon signal No. 8 or above is hoisted or days when black rainstorm warning is in force) and "Business Hour" means any of them;

2.3.   "**Support Level**" means the level(s) of Support Services which the Licensor may offer to its Licensees generally upon different terms and conditions, consisting of "Standard" level and "Premium" level;

3.   SUPPORT LEVEL AND ISSUE RESOLUTION

The Licensee is entitled to the Standard Support Level unless otherwise stated in an Order (or any Licensor's Documents) in respect of all Licensed Programs.

Support Plan	Standard Support Level	Premium Support Level
Issue Severity	**Critical** **High** **Medium** **Low**	Critical High Medium Low
Administrative Support	**Email and Telephone**	Email and Telephone
Availability	**Business Hours**	7 x 24 x 365
Place of Support	**Remote only**	Remote and on-site
Fees	**the Support Fee**	Subject to additional charge

3.1.   Upon identification of an Issue, the Licensee shall notify the Licensor and use the Licensee's best endeavours to provide the Licensor with the following information to allow the Licensor to attempt to locate and reproduce the Issue:

3.1.1.   a clear description of the Issue, including the steps to replicate the Issue;

3.1.2.   a screenshot of the Issue message;

3.1.3.   system log files;

3.1.4.   the environment that the Issue happened in; and

3.1.5.   any other information that may be helpful for location or reproduction of the Issue.

3.2.   After receipt of the Licensee's notification containing the requisite information relating to an Issue, the Licensor will investigate the severity of the Issue. The Licensor targets to confirm the severity of the Issue within the initial response time based on the mutually agreed conclusion formed as a result of the investigation of the severity of the Issue. In rare circumstances that the Licensee and the Licensor may not be able to agree on the Issue severity, the Licensor will have the right to make the final judgement based on its expertise and knowledge about the Licensed Programs. Save for manifest error, the Licensor's final determination in this regard is conclusive on the severity of an Issue. Severity of an Issue is classified according to the below table:

Critical	High	Medium	Low
Means a catastrophic Issue in the Licensed Programs, which causes a complete (100%) loss of product functionality.	Means a non-catastrophic Issue in the Licensed Programs that causes significant degradation of the product functionality (50%+ loss of product functionality).	Means a non-catastrophic Issue in the Licensed Programs that: (i) has an impact on operational but not considered to significantly impact overall product performance; and (ii) causes less than 50% percent degradation of product performance.	Means an Issue in the Licensed Programs that: (i) has minimal current impact on the user; and (ii) causes a malfunction of a non-essential product feature.

3.3.   Once an Issue is classified, the Licensor shall thereupon use its reasonable endeavours to resolve the Issue. The Licensor shall attempt to resolve an Issue and resume the performance of a Program within the target Issue resolution times set forth in the table below:

Support Plan: Standard Support Level

Issue Severity Classification	Initial Response Time [1]	Activity	Target Issue Resolution Time [2]	Resolution Method [3]
Critical	2 Business Hours	continuous effort during Business Hours	4 Business Hours	patch/workaround
High		continuous effort during Business Hours	8 Business Hours	patch/workaround
Medium		effort during Business Hours	16 Business Hours	patch/workaround
Low		as required during Business Hours	32 Business Hours	as needed

Support Plan: Premium Support Level				
Issue Severity Classification	Initial Response Time [1]	Activity	Target Issue Resolution Time [2]	Resolution Method [3]
Critical	2 hours	continuous effort	4 hours	patch/workaround
High		continuous effort	8 hours	patch/workaround
Medium		effort during Business Hours	8 Business Hours	patch/workaround
Low		as required during Business Hours	24 Business Hours	as needed

Note to Support Plan (Standard and Premium Support Level):
(1) The initial response time for each Issue level starts counting from the receipt by the Licensor of the Licensee's written notification of the Issue containing the requisite information.
(2) The target Issue resolution time for each Issue level starts counting once the Issue severity is classified.
(3) As a patch or workaround method is not a permanent resolution of an Issue, the performance of a Program after Issue resolution may differ from before the Issue resolution.
3.4.   Both the Licensee and the Licensor acknowledge the potentially idiosyncratic nature of any Issues in the Licensed Programs and not all Issues will be corrected or resolved.
3.5.   In the event the Licensor resolves an Issue, the Licensor shall thereafter notify the Licensee.
3.6.   The foregoing provisions regarding Issue resolution shall be subject to paragraph 6 of this Schedule A.
4.   ADMINISTRATIVE SUPPORT AND AVAILABILITY
4.1.   The Licensee can use the administrative support channels during the available time under each support plan for contacting the Licensor for the purpose of reporting any Issues which the Licensee may encounter.
5.   PLACE OF SUPPORT
5.1.   Support Services will be performed remotely using remote desktop, virtual private network or any other remote way as considered necessary in the circumstances. Onsite assistance, either scheduled or in emergency situation, will be subject to additional charge as additional services under this Agreement unless expressly included in the support plan the Licensee paid for.
6.   LICENSOR NOT RESPONSIBLE FOR
6.1.   Notwithstanding any other paragraph of this Schedule A or other provision of this Agreement, the Licensor shall be under no obligation to provide Support Services in respect of:
6.1.1.   defects or errors or problems resulting from any modifications or customisation or configuration of the Program Materials or the Equipment / Licensee's Data Center / Licensee's Private Cloud not authorised in writing by the Licensor. For the avoidance of doubt, modifications to the Program Materials shall include but not be limited to changes to the logical or physical database schema for the Program Materials, changes to the disk layout and configuration, and hand-modified changes to the data within the database;
6.1.2.   any loss of data (including but not limited to loss, alteration, destruction, damage, corruption or recovery of the Licensee data);
6.1.3.   any software other than the Program Materials;
6.1.4.   incorrect, improper or unauthorised use of the Program Materials or operator error;
6.1.5.   defects or errors or problems resulting from use of the Licensed Programs Materials other than in accordance with the Program Documentation;
6.1.6.   any fault in the Equipment / Licensee's Data Center / Licensee's Private Cloud;
6.1.7.   any programs used in conjunction with the Program Materials;
6.1.8.   defects or errors or problems in any of the Licensed Programs which result or arise from any fault or error or malfunction in the Equipment / Licensee's Data Center / Licensee's Private Cloud or in any programs used in conjunction with the Program Materials;
6.1.9.   use of the elements of the Program Materials in any combination other than those specified in the Program Documentation;
6.1.10.   use of the Program Materials with computer hardware, operating systems or other supporting software other than those specified in the Program Documentation or approved in writing by the Licensor;

6.1.11.   the Internet network, computer virus or hacking, or any defect or error or problem in any of the Licensed Programs which result or arise from the Internet network, any computer virus or hacking or other act or omission of third party;

6.1.12.   the Licensee's network, database, telecommunication equipment, computers and applications, and defects or errors or problems in any of the Licensed Programs resulting from or in connection with the same;

6.1.13.   defects or errors or problems which result or arise from any factor external to the Licensed Programs;

6.1.14.   any previous version(s)/release(s) of the Licensed Programs for which the Licensor no longer provides Support Services pursuant to paragraph 6.2 of this Schedule A; and

6.1.15.   defects or errors or problems in any of the Licensed Programs which result or arise from any act or omission, negligence or fault of the Licensee and/or the Licensee's personnel, employees, servants, independent contractors, agents and/or representatives.

6.2.   The Parties acknowledge and agree that considering the inherently fast-moving and innovative nature of the information technology industry, the Licensor cannot reasonably be expected to provide support and maintenance services in respect of all old version(s)/ release(s) of the Licensed Programs. The Licensee acknowledges and agrees that the Licensor shall have the sole and absolute discretionary right to discontinue the Support Services for any prior version/ release of the Licensed Programs which the Licensor, in its sole and absolute discretion, considers it to be too old and no longer cost effective or practicable to provide support and maintenance services in respect thereof, if a superseding version has been available to the Licensee. But for the avoidance of doubt, nothing in this Agreement or Schedule A shall oblige the Licensor to modify or develop the Program Materials.

6.3.   The Licensor shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third-party application software or any data feeds or external data.

7.   LICENSEE'S UNDERTAKINGS AND OBLIGATIONS

7.1.   The Licensee shall and undertakes to, and shall and undertakes to procure (at the Licensee's own expense) that its personnel, employees, servants, independent contractors, agents and representatives do:

7.1.1.   supervise, control, and manage the Licensed Programs, implement backup procedures and maintain a current backup copy of all programs and data to protect information in the event of Issues or malfunctions of the Licensed Programs or Equipment / Licensee's Data Center / Licensee's Private Cloud upon which the Licensed Programs are loaded or operating and to protect data from damage during the performance of the Support Services;

7.1.2.   provide the Licensor with VPN access and remote access to the Licensee's personnel and Equipment / Licensee's Data Center / Licensee's Private Cloud upon which the Licensed Programs are loaded or operating. The Licensor will inform the Licensee of the specifications of the VPN Equipment / Licensee's Data Center / Licensee's Private Cloud needed, and the Licensee will be responsible for the costs and use of said Equipment at the Licensee's Location / Licensee's Data Center / Licensee's Private Cloud;

7.1.3.   document and promptly report Issues or malfunctions of the Licensed Programs in writing to the Licensor, and specify in such report a detailed description of such Issues or malfunctions and the circumstances in which they arose, and submit sufficient material and information to enable the Licensor's support staff to duplicate or recreate the problem on the Licensor's own computer or machine;

7.1.4.   take all necessary steps within a reasonable time to carry out procedures provided by the Licensor for the correction of Issues or malfunctions of the Licensed Programs;

7.1.5.   train its personnel in the use of the Licensed Programs and the Equipment / Licensee's Data Center / Licensee's Private Cloud on which the Licensed Programs are loaded or operating;

7.1.6.   designate one primary and one backup individual as the technical contact personnel who shall serve as the liaison with the Licensor's support personnel. The Licensee's designated technical contact personnel shall be the sole liaison between the Licensee and the Licensor for the Licensed Program. To avoid interruptions in services, the Licensee must notify the Licensor whenever the responsibilities of its designated technical contact personnel are transferred to another individual.

7.1.7.   use the Program Materials, maintain data and the database, in accordance with this Schedule A, this Agreement, the Program Documentation and all instructions as may be given by the Licensor from time to time;

7.1.8.   ensure that only persons approved in writing by the Licensor may Use the Program Materials;

7.1.9.   grant direct and remote access to the Licensee's premises, Equipment / Licensee's Data Center / Licensee's Private Cloud and/or systems at all times for support services;

7.1.10.   make hardware accessible to the Licensor's support staff, and when required enable logons/passwords required for such support staff;

7.1.11.   provide notice of intention to change hardware or operating system or data-feeds;

7.1.12.   not request, permit or authorize anyone other than the Licensor to provide any support and/or maintenance services in respect of the Program Materials;

7.1.13.   ensure that sufficient personnel (including but not limited to employees, other independent contractors, agents, etc.), facilities, necessary working environments, secretarial support and manpower are assigned to assist with or to facilitate the fulfilment and performance of the Licensor's obligations under this Agreement, and that the Licensee's personnel, employees, servants, independent contractors, agents and representatives have sufficient competence and time available in order to provide such assistance as the Licensor may require for the Licensor to fulfil its obligations under this Agreement and this Schedule A; and

7.1.14.   promptly furnish the Licensor with such input, data, information, documents or thing, and such assistance and cooperation, as the Licensor may request from to time for the proper performance of the Licensor's obligations under this Agreement and this Schedule A.

8.   FORCE MAJEURE

8.1.   For the purpose of FANO MSA 2023 and/or this Schedule A, "Force Majeure" means each of the following to the extent that its impact could not have been mitigated by reasonable steps taken by the affected party: epidemic, pandemic (including the Covid-19 pandemic), quarantine, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, acts of God, fire, floods and natural disasters; acts of terrorism; strikes, lock-outs and labor disputes; civil commotion, riots and acts of war.

8.2.   For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make payment or perform its obligation under FANO MSA 2023 and/or this Schedule A, make profit or avoid financial loss or (b) changes in market prices or conditions.

8.3.   If any party is affected by a Force Majeure event it shall immediately notify the other party in writing of the matters constituting the Force Majeure event and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure event continues.

8.4.   The party affected by a Force Majeure event shall take all reasonable steps to minimize the effects of the Force Majeure event on the performance of its obligations.

8.5.   Unless specifically carved out, a Force Majeure event shall not entitle any party to terminate the Fano MSA 2022, this Schedule A and/or Other Documents made thereunder. No party shall be in breach of the abovementioned documents, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations (including subcontractor of the Licensor) due to such Force Majeure event.

8.6.   The parties shall discuss in good faith and agree on the arrangement and scheduling of performance once the Force Majeure event ceases or is resolved, or to agree on alternative solution if the Force Majeure event persists and renders performance reasonably impossible or unpredictable.

SCHEDULE B TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (2023)
DATA PROCESSING ADDENDUM BASED ON HK PDPO AND SG PDPA 2023
("Fano Data Processing Addendum 2023")

This Fano Data Processing Addendum 2023 or Schedule B (or more simply to be referred as "**Addendum**") will apply from **March 2023** and will be deemed to be incorporated into Fano's Master Software License and Services Agreement or MSA (any version) and all agreements and contracts pursuant to which Fano Labs Limited and/or its affiliates and subsidiaries (together or separately as "**Fano**") that are domiciled in Hong Kong or Singapore to provide their services by acting as: (i) a 'data processor' as defined in paragraph 2(4) of Schedule 1 to Hong Kong's Personal Data (Privacy) Ordinance (Ch. 486) ("**PDPO**"); or (ii) a 'data intermediary' as defined in section 2(1) of Singapore's Personal Data Protection Act 2012 (No. 26 of 2012) ("**PDPA**") (each of such agreement or contract being an "**Underlying Agreement**").

Not all services which Fano provides result in Fano acting as a 'data processor' or a 'data intermediary'. Therefore, it is only those services that fulfils the Scope (See Section 2.1 below) when this Addendum becomes applicable. This Addendum will not apply where Fano does not act as a 'data processor' or a 'data intermediary' in providing the service, for example where Fano supplies software to Client, usually it does not collect any personal data and then this Addendum does not apply.

1. DEFINITIONS

1.1 In this Addendum, unless the context dictates otherwise, the following capitalised terms shall have the following meanings:

    (a) "**Client**" means the person or entity that has entered into an Underlying Agreement with Fano, including any other member of the Client or its group of companies comprising affiliates and subsidiaries of Client.

    (b) "**Client Personal Data**" means any information which: (i) constitutes 'personal data' under section 2(1) of PDPO or section 2(1) of PDPA; and (ii) is disclosed to or otherwise made available to Fano by or on behalf of Client in connection with the Underlying Agreement.

    (c) "**Data Breach**" means any incident involving an accidental, unlawful, or unauthorised access to, or destruction, loss, alteration, or disclosure of information which is confirmed as affecting (or having affected) any Client Personal Data.

    (d) "**Data Protection Law**" means any applicable statute, regulation, order, or any other legal instrument which pertains to the protection of privacy and confidentiality of personal information, including: (i) PDPO; (ii) PDPA; (ii) any regulation promulgated under PDPO or PDPA; (iii) any 'code of practice' promulgated under section 12 of PDPO or any 'advisory guideline' promulgated under section 49 of PDPA; and (iv) any binding decision of the courts and tribunals of Hong Kong or Singapore that relate to the application or interpretation of any of the foregoing.

    (e) "**Data Subject**" means any identified or identifiable natural person to whom Client Personal Data relates.

    (f) "**Data Subject Request**" means any request made by any Data Subject pursuant to information rights he or she enjoys under PDPO or PDPA, including the rights granted by part 5 of PDPO or part V of PDPA.

    (g) "**PDPA**" means Singapore's Personal Data Protection Act 2012 (No. 26 of 2012).

    (h) "**PDPO**" means Hong Kong's Personal Data (Privacy) Ordinance (Ch. 486).

    (i) "**Processing**" means any action that can be performed in relation to Client Personal Data, including, without limitation, collection, access, analysis, alteration, consultation, use, disclosure, transfer, deletion, destruction, storage, or retention, insofar as such action affects Client Personal Data, and derivatives such as "**Process**" or "**Processed**" shall be construed accordingly.

    (j) "**Services**" means the services which Fano has contracted to provide pursuant to the Underlying Agreement.

1.2 Any reference to a statute, regulation, order, decision, or any other legal instrument in this Addendum shall be construed as including a reference to:

    (a) any subordinate legislation made thereunder; and

    (b) such statute, regulation, order, decision, or other legal instrument as the same is amended, consolidated, re-enacted, or replaced from time to time.

2. SCOPE OF THIS ADDENDUM

2.1 This Addendum shall govern all Processing undertaken in connection with the Underlying Agreement, but only if and to the extent:

    (a) Processing falls within the scope of PDPO or PDPA; and

    (b) Fano undertakes Processing in its capacity as a 'data processor' (as defined in paragraph 2(4) of Schedule 1 to PDPO); or a 'data intermediary' (as defined in section 2(1) of PDPA),

and for the avoidance of any doubt, this Addendum shall not apply to any Processing which Fano undertakes in its capacity as a 'data user' (as defined in section 2(1) of PDPO) who is directly subject to PDPO, or an 'organisation' (as defined in section 2(1) of PDPA) who is directly subject to PDPA.

2.2 Should a conflict arise between any provision of this Addendum and any provision of the Underlying Agreement, the provision of this Addendum shall take precedence over the conflicting provision of the Underlying Agreement, and this

Addendum shall be deemed to amend the Underlying Agreement to the extent of such conflict but only in relation to matters concerning Processing.

2.3 This Addendum shall be deemed have become effective and shall be deemed to be incorporated into the Underlying Agreement:

    (a) on the date on which the Underlying Agreement becomes effective, if the Underlying Agreement incorporates this Addendum by making express reference to this Addendum from the outset; or

    (b) the date on which this Addendum is brought to the attention of Client, where Client has continued to accept Services from Fano under the Underlying Agreement after the date on which this Addendum is brought to the attention of Client.

2.4 This Addendum shall survive (together with any other relevant provision of the Underlying Agreement) any termination or expiry of the Underlying Agreement for as long as any Client Personal Data remains under Fano's custody or control.

3. AUTHORITY IN RESPECT OF CLIENT PERSONAL DATA

3.1 Before disclosing or otherwise making Client Personal Data available to Fano, Client shall ensure that it and the relevant members of the Client Group are authorised to do so under the Data Protection Law so that Fano may undertake Processing lawfully in accordance with the Underlying Agreement and this Addendum.

4. PURPOSE OF PROCESSING

4.1 Processing may be undertaken by Fano only if and to the extent it is necessary to provide Services, or otherwise fulfil Fano's obligations under the Underlying Agreement and this Addendum. Unless agreed otherwise in writing with Client, Fano shall not Process any Client Personal Data for any other purpose.

4.2 Where Fano is required under any applicable law of the jurisdiction to which Fano is subject to Process any Client Personal Data for any purpose inconsistent with Section 4.1, Fano shall, to the extent it is legally permitted to do so, promptly notify Client and refrain from complying with such requirement without first conferring with Client.

5. COOPERATION IN RESPECT OF PROCESSING

5.1 Without prejudice to the other provisions of this Addendum, Fano shall provide all such information, assistance, and cooperation as Client may reasonably require in ensuring or demonstrating that Processing meets the requirements of Data Protection Law. Fano shall provide such information, assistance, and cooperation in respect of all relevant matters pertaining to Processing, including, without limitation, the following:

    (a) any Data Subject Request or any other inquiry regarding either party's compliance with the Data Protection Law;

    (b) technical or organisational security measures to be used in safeguarding Client Personal Data; and

    (c) any action to be taken in response to any Data Breach (including, where applicable, any notification to be made to any Data Subject, or any regulator which enforces PDPO or PDPA).

6. MANNER OF PROCESSING

6.1 Fano shall ensure that Processing is undertaken only on documented instructions given by Client. Such instructions include the Underlying Agreement, this Addendum, and any specific instruction which Client may from time to time give to Fano pursuant to this Addendum and/or the Underlying Agreement.

6.2 Fano shall not subcontract or delegate Processing to any third party without Client's prior written consent (which consent Client shall not unreasonably withhold, condition, or delay). Such consent shall be deemed to be given in respect of any third party to whom Fano is, under the Underlying Agreement, permitted to subcontract or delegate part or whole of Services.

6.3 Where Fano subcontracts Processing to any third party (subject always to Section 6.2), Fano shall ensure that the relevant third party undertakes Processing on terms equivalent to this Addendum and in compliance with the Data Protection Law.

6.4 Where Fano receives any Data Subject Request or any other inquiry regarding either party's compliance with the Data Protection Law with respect to Client Personal Data, Fano shall, to the extent it is legally permitted to do so, promptly notify Client and refrain from complying with such requirement without first conferring with Client.

7. SECURITY OF PROCESSING

7.1 For as long as Client Personal Data remains under Fano's custody or control, Fano shall implement and maintain appropriate technical and organisational security measures to protect Client Personal Data against Data Breach, in accordance with the Data Protection Law.

7.2 Where Fano becomes aware of any Data Breach, Fano shall:

    (a) notify Client as soon as reasonably practicable and without undue delay;

    (b) take all such steps as are reasonably necessary to contain and mitigate the consequences of the Data Breach; and

    (c) to the maximum extent permitted by the applicable law, refrain from communicating to any third party (including any Data Subject) about the Data Breach without first conferring with Client (except where such communication with third party is necessary in order to contain and mitigate the consequences of the Data Breach).

8. AUDIT OF PROCESSING

8.1 Fano shall provide all such information, assistance, and cooperation as Client may reasonably require to audit or inspect Fano's compliance with this Addendum. Such an audit or inspection may be conducted:

(a)	only if and to the extent the Underlying Agreement fails to make provisions for such an audit or inspection;
(b)	by a third party auditor acting on behalf of Client, the appointment of which shall be subject to Fano' consent (which consent Fano shall not unreasonably withhold, condition, or delay);
(c)	only upon Client giving reasonable prior notice in writing;
(d)	during normal business hours in a manner that avoids or minimizes disruption to Fano's day-to-day business activities; and
(e)	no more than once in any given twelve (12) months period.

8.2 Client shall bear the cost in undertaking an audit pursuant to this Section 8, save that where an audit conducted under this Section 8 reveals any material non-compliance with this Addendum by Fano (or any of its subcontractor), Fano shall, at its own cost, take all such steps as Client may reasonably specify to remedy such non-compliance.

9. CROSS-BORDER PROCESSING

9.1 Except where Section 9.2 applies, Fano shall not allow Processing of Client Personal Data to take place outside Hong Kong or Singapore (as appropriate or as per the Underlying Agreement) without Client's prior written consent (which consent Client shall not unreasonably withhold, condition, or delay).

9.2 Fano may allow Processing to take place outside Hong Kong or Singapore without Client's prior written consent provided that Fano has taken steps to ensure that such Processing takes in a manner that appropriately addresses any restriction which might otherwise apply to such Processing under PDPO or PDPA.

10. CESSATION OF PROCESSING

10.1 If the Underlying Agreement expires or is terminated for any reason whatsoever, Fano shall:

(a)	cease all Processing which is not strictly necessary to enable Fano to comply with any obligation under the Underlying Agreement or this Addendum which is applicable after the expiry or termination of the Underlying Agreement; and
(b)	at Client's option, permanently and irreversibly return, transfer, destroy, or delete (to the extent technically feasible and commercially practicable) all Client Personal Data under the custody or control of Fano.

10.2 If and to the extent it is not technically feasible and/or commercially practicable for Fano to permanently and irreversibly comply with Section 10.1(b), Fano shall ensure that any residual Client Personal Data which is retained under its custody or control is permanently put beyond use and not Processed any further save for the mere unavoidable retention of such residual Client Personal Data.

10.3 Client may, at its option and at any time during the term of the Underlying Agreement, require Fano to return, transfer, destroy, or delete Client Personal Data, in whole or in part, in accordance with Section 10.1.

10.4 Subject to Section 4.2, Fano may retain Client Personal Data if and to the extent it is obliged to do so under any applicable law of the jurisdiction to which Fano is subject to.

11. LIABILITY FOR PROCESSING

11.1 Any breach of this Addendum shall be treated as a breach of the Underlying Agreement, and the consequence and liability for such breach shall be treated in accordance with the relevant provisions of the Underlying Agreement. If the Underlying Agreement does not provide for the consequence and liability, Fano shall be responsible for all direct losses and damages to Client as a result of the breach.

11.2 Fano shall remain fully liable for any act or omission on the part of any third party to whom Fano:

(a)	discloses Client Personal Data otherwise than in accordance with Client's instruction; or
(b)	subcontracts Processing (regardless of whether or not such subcontracting takes place with Client's consent),

insofar as such third party's act or omission affects Client Personal Data.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Addendum shall be governed by and construed in accordance with the same governing law the parties have chosen to apply to the Underlying Agreement. Any dispute arising under or in connection with this Addendum shall be resolved in accordance with the relevant provisions of the Underlying Agreement.

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT (2023)
("Agreement" or "Fano MSA 2023")

FANO LABS LIMITED SPECIFIC DISCLAIMER AND
PRODUCT USE PROHIBITION NOTICE

THIS DISCLAIMER AND PROHIBITION NOTICE RELATES TO ALL FANO LABS PRODUCTS WHICH MAY SERVE TO IMPERSONATE, CLONE, IMITATE, RECONSTRUCT OR GENERATE VOICE OR SOUND OF ANY PERSON OR SUBJECT ("**RELEVANT FANO LABS PRODUCTS**"). YOUR ACCEPTANCE OR CONTINUED USE OR ENGAGEMENT OF ANY RELEVANT FANO LABS PRODUCTS (AS APPROPRIATE ACCORDING TO YOUR ORDER OR TERMS WITH US) SIGNIFY YOUR CONSENT TO THIS DISCLAIMER AND PROHIBITION. IF YOU DO NOT AGREE, YOU MUST STOP THE USE OF YOUR RELEVANT FANO LABS PRODUCTS IMMEDIATELY.

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II. Breach or violation of the rights of others, including but not limited to infringing personality, portrait or image right, passing off, against others' good will, copyright, right of publicity and/or any other intellectual property rights, or to defame a third party or in harm of a third party's reputation.

III. Obtaining advantage (whether it is in monetary or otherwise, such as marketing campaign or propaganda, unless the third party has actual knowledge of your use), sensitive information (whether such information is secret or under legal protection, such as personal information, password or consent to any disclosure, purchase, trade or invest), access, approval, or creating a false impression against, of or to any third parties.

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