

Platform Services Agreement

(for MIS SIM SSO online services)

1. Agreement.

1.1 This agreement (“Agreement”) is between Make It Simple (MIS) Limited (“MIS”, “MIS SIM SSO”, “we” or “us”) and the client or customer organization (“you” or the “Customer”) specified in the MIS electronic or printed order(s) or statement(s) of work (each, an “Order”) that are executed by you and us, or are submitted by you through the MIS website or other means accepted by us, and that reference and/or incorporate these terms of service. All Services shall be governed by and provided and used in accordance with this Agreement. Unless the context indicates otherwise, the term “Agreement” refers to these terms and conditions, along with the terms of the Order executed or submitted by Customer or any of its representatives. This Agreement supersedes any MIS website terms of use with respect to the Services provided under each Order. In the event of any conflict or inconsistency between the terms and conditions below and the terms of any Order, the terms below shall govern, except solely to the extent such Order expressly states otherwise.

1.2 Certain Definitions: In this Agreement, “Services” means and includes all products, services, software applications, interfaces, source code, systems, resources, proprietary information, materials and documentation that MIS SIM SSO or any of its Affiliates provides or agrees to provide under any Order, and any professional, technical, hosting or support services offered by MIS SIM SSO in connection therewith. “Affiliate” means, with respect to any person, any other person which directly or indirectly controls, is controlled by or is under common control with such person, and for the purposes of this definition the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. “Customer Users” means administrators, developers, employees and agents (which may include independent contractors, consultants, product vendors and service providers) of Customer and its Affiliates who access and use the Services.

2. Services.

2.1 Subject to the terms of this Agreement, MIS SIM SSO hereby grants to Customer a limited, non-exclusive, non-transferable, worldwide right and license, during the term of this Agreement, to access and use, and permit Customer Users and Affiliates of Customers to use, the MIS SIM SSO Services strictly in accordance with each Order. MIS SIM SSO may provide Customer Users with user IDs and passwords to access and use the Services. Customer Users may use the Services only through such user IDs and passwords. Customer is entirely responsible for maintaining the confidentiality of user IDs and passwords in the possession of Customer and Customer Users. As between the parties, Customer

is entirely responsible for any and all activities which occur under each user ID and password. Customer agrees to immediately notify MIS SIM SSO of any unauthorized use of an account or any other breach of security known to Customer relating to the Services.

2.2 The Services under one or more Orders may be used for the development, maintenance, hosting, deployment and/or operation of one or more applications, programs or online services owned or controlled by Customer (each, a "Customer App"). Customer solely shall be responsible for any and all commitments and obligations to End Users (as defined below) arising in connection with any Customer App and for all related Customer activities, projects, operations, communications, transactions and business processes. As between the parties, Customer retains all right, title and interest in and to all Customer Apps, enhancements and modifications thereof and intellectual property rights therein; provided that no tools, software, computing resources or other components of the Services made available to Customer by MIS SIM SSO or its Affiliates shall be considered or become part of a Customer App. To the extent that any Order specifies an included or maximum number of Customer Users, Customer Apps, End Users (as defined below) or other express limitations of use, Customer agrees not to permit access to or use of any Services in excess of such limits without MIS SIM SSO's prior written consent. For purposes of this Agreement, "End Users" means any persons, including but not limited to Customer Users, but excluding employees of MIS SIM SSO and its Affiliates, who access or use a Customer App.

2.3 MIS SIM SSO does not own any data, content or material that Customer or Customer Users furnish to MIS SIM SSO or its Affiliates or submit to the Services in the course of using the Services ("Customer Content"). Customer hereby grants to MIS SIM SSO and its Affiliates a non-exclusive, non-transferable, worldwide, royalty-free right and license to use and publish Customer Content solely for the term of, and in connection with the performance of the Services under, each Order. Customer has sole responsibility for the accuracy, quality, legality, appropriateness and intellectual property ownership or right to use of all Customer Content. Customer represents and warrants that neither the publication of Customer Content nor collection or use of User Data (as defined below) in connection with any Customer App violates or will violate any applicable law, regulation or third party right. MIS SIM SSO does not undertake on behalf of Customer or any End User to screen, review or regulate Customer Content or User Data. "User Data" means any information or data that can be used to identify, contact, or locate any single End User, including, without limitation, email addresses, IP addresses, geotags, login credentials, names, mailing addresses and phone numbers. In the event this Agreement is terminated (other than by reason of Customer's breach), MIS SIM SSO will make available to Customer any Customer Content then maintained under any Order, upon written request within 30 days after termination.

2.4 As between the parties, MIS SIM SSO owns and shall retain all rights, title, and interest in and to the Services, all components thereof, including without limitation all related applications, materials, documentation, works, inventions, discoveries, user interface designs, methods, processes, software and source code, and any and all future enhancements or modifications thereto howsoever made, and all intellectual property rights therein. The MIS SIM SSO® name and logo are trademarks of Make It Simple (MIS) Limited and its Affiliates. Customer shall not remove, modify or copy any MIS SIM SSO or third party trademarks accessed through the Services. All third party marks are the properties of their respective owners and may be used by Customer and Customer Users only in connection with use of the Services and for no other purpose whatsoever. In addition, the Services are presented with a distinctive “look and feel,” and this “look and feel” is the property of MIS SIM SSO. MIS SIM SSO reserves all rights in and to the Services not expressly granted under this Agreement. Customer may not: (i) copy any component of the MIS SIM SSO Services except to test, run or maintain such MIS SIM SSO Services in accordance with the applicable Order; (ii) alter, modify or adapt any component of the MIS SIM SSO Services, including without limitation, translating, decompiling, reverse engineering, disassembling or creating derivative works, or (iii) make any component of the MIS SIM SSO Services available to any other person or organization directly or indirectly, for any of the foregoing prohibited purposes or for any other purpose not expressly authorized under this Agreement, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.

2.5 Customer shall not resell, sublicense or otherwise transfer or allow the use of the Services, or any part thereof, directly or indirectly, by or for the benefit of, any other person or organization (including, without limitation, Customer’s present and future Affiliates) except as authorized under this Agreement or with the prior written approval of MIS SIM SSO in each instance. Customer agrees to take commercially reasonable steps to prohibit all End Users from (i) posting or publishing Customer Content or User Data, or otherwise using the Services, in violation of applicable law, regulation or the intellectual property rights of any third party; and (ii) using the Services in any manner that could result in: (A) physical or other injury to an End User or any other person or entity; (B) commission of a crime or tort; (C) harm to the integrity of the Services or unauthorized access to data or accounts of third party users or customers; or (D) posting of information or content that is unlawful, abusive, racially or ethnically offensive, defamatory, infringing, illegal, invasive of personal privacy or publicity rights, harassing, libelous or threatening. Customer shall not permit any End User to use the Services in a manner inconsistent with Customer’s rights and obligations under this Agreement.

2.6 Technical support for the Services (Support Services) shall be provided as expressly set forth in each Order. Fees for such Support Services are

included in each Order. Unless otherwise provided in an Order, Support Services will be paid for and provided on an annual basis.

3. Fees and Payments

3.1 Customer shall pay to MIS SIM SSO the charges and fees as set forth in each Order. All fees and charges exclude applicable taxes and are quoted and payable in H.K. dollars.

3.2 Initial payment for the Services is due on the effective date of each Order or as otherwise agreed between the parties. Initial setup, professional services, monthly, quarterly or annual subscription fees will also be paid in the method and in the timeframe agreed in the Order. If an Order is silent on the timing of payments, MIS SIM SSO will submit invoices for fees and charges at the end of every calendar month and Customer shall make payment of each invoice within thirty (30) days thereof. In the event any fees or charges not subject to bona fide dispute are not timely paid, without prejudice to any other remedies it may have, MIS SIM SSO may suspend any or all Services (including any and all related licenses) upon notice to Customer until payment in full is received. All amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

3.3 Except to the extent expressly provided in an Order, all payment obligations are non-cancelable and all amounts paid are non-refundable. Customer is responsible for paying for all Services ordered for the entire license and/or service term of each Order. MIS SIM SSO reserves the right to modify its fees and charges as of the start of any renewal term of an Order, and to introduce new charges at any time new features are added, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail. Customer shall treat any pricing terms not publicly available at the MIS SIM SSO website as MIS SIM SSO Confidential Information.

4. Term and Termination

4.1 This Agreement shall commence on the date of the first Order and continue in effect while any performance by either party remains to be completed under any Order, subject to termination in accordance with subsection

4.2. Except as otherwise expressly provided in any Order, upon termination of this Agreement, all Services shall cease and Customer will discontinue use of the Services.

4.2 Either party may terminate this Agreement immediately upon written notice if the other party: (i) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (ii) makes an assignment for the benefit of creditors; or (iii) breaches any material obligation under this Agreement (including but not limited to payment obligations) and fails to cure such breach within 30 days after delivery of notice thereof by the non-breaching party.

5. Warranties

5.1 Each of MIS SIM SSO and Customer warrants to the other that it has the right to enter into and perform this Agreement.

5.2 MIS SIM SSO warrants that:

(a) MIS SIM SSO has sufficient rights in the Services to grant to Customer the rights granted under this Agreement and MIS SIM SSO is not aware of any third party claims challenging or affecting any right granted hereunder;

(b) The Services will be performed in a professional and workmanlike manner with due care and diligence and to the standards of quality as is customary in the industry, in compliance with each Order and the terms and conditions of this Agreement; and

(c) To the best of MIS SIM SSO's knowledge, information and belief, provision by MIS SIM SSO and use by Customer of the Services provided under this Agreement do not infringe upon any intellectual property right of any third party.

If the Services during any applicable Order term do not conform to the warranties above, and provided that such failure can be cured, then Customer shall notify MIS SIM SSO in a writing specifying the nature and extent of the breach. MIS SIM SSO shall use diligent efforts to cure such breach as promptly as possible and will continue for as long as necessary to use reasonable best efforts to correct any and all breaches of any warranties reported during an Order term. The foregoing states Customer's exclusive remedies for breach of any breach of warranty.

THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE OR GRANTED BY MIS SIM SSO WITH RESPECT TO THE SERVICES AND SUCH WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED ABOVE, THE MIS SIM SSO SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. REGARDLESS OF ANY COURSE OF DEALING, PROMOTIONAL LITERATURE OR OTHER ACTIONS APPARENTLY CREATING A WARRANTY, MIS SIM SSO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE FUNCTIONAL CHARACTERISTICS OR PERFORMANCE OF THE SERVICES OR THE BENEFITS TO BE OBTAINED BY CUSTOMER OR ANY END USERS FROM USE OF THE SERVICES.

5.3 Customer represents and warrants to MIS SIM SSO that (i) the Customer Content may be licensed to MIS SIM SSO and its Affiliates as stated and contemplated by this Agreement, (ii) the Customer Content does not infringe the

rights of any Customer Content providers or any third parties, and (iii) the Customer's deployment, licensing and operation of each Customer App and storage, use, copying, modification and distribution of Customer Content and User Data will comply in all material respects with all applicable laws, decrees, directives, legislative enactments, orders, ordinances, regulations, rules or other binding requirements of or by any governmental authority.

6. Limitations of Liability

MIS SIM SSO, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "MIS SIM SSO PARTIES") SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO CUSTOMER, ITS AFFILIATES, CUSTOMER USERS, END USERS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNATIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST DATA, LOST SAVINGS OR LOST REVENUES (COLLECTIVELY "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE MIS SIM SSO PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT SHALL THE LIABILITY OF THE MIS SIM SSO PARTIES TO CUSTOMER, ITS AFFILIATES, CUSTOMER USERS, END USERS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, WHETHER ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO MIS SIM SSO HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7. Indemnification

7.1 By Customer. To the extent any claim, suit or action by any third party against the MIS SIM SSO Parties arises out of or is related to: Customer's provision of any Customer Content, data or information to any MIS SIM SSO Parties; Customer's use or provision of User Data; Customer's deployment or operation of any Customer App; Customer's breach of this Agreement or breach of any agreement, commitment or obligation to any End User or other third party; or Customer's violation of any law, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding requirement of or by any governmental authority, Customer, at its expense, shall defend such claim, suit or action, and shall indemnify and hold harmless the MIS SIM SSO Parties from and against any reasonably incurred expenses (including legal fees) and all damages assessed or awarded by a court or other tribunal of competent jurisdiction in connection therewith.

7.2 By MIS SIM SSO. Subject to Customer's obligations under Section 7.1, to the extent any claim, suit or action by any third party against Customer arises out of or is related to (a) any breach by MIS SIM SSO of the representations and

warranties set forth in Section 5.2, or (b) the infringement of a third party intellectual property right attributable to the Services, MIS SIM SSO, at its expense, shall defend such claim, suit or action and shall indemnify and hold harmless Customer from and against any and all damages, costs, liabilities and expenses (including attorney fees) assessed or awarded by a court or other tribunal of competent jurisdiction in connection therewith. Indemnification against infringement claims will not be provided to the extent any such claim is attributable to any Customer Content or combination of Services with Customer or third party systems, methods or works not provided by MIS SIM SSO. This Section 7.2 shall be Customer's sole and exclusive remedy for any infringement actions regarding the subject matter hereunder.

7.3 Indemnification Procedures. The parties' obligations under Section 7.1 (By Customer) and Section 7.2 (By MIS SIM SSO) shall be contingent on the indemnified party giving the indemnifying party prompt written notice of a claim, provided, however, that failure of a party to give prompt notice shall not relieve the indemnifying party from its obligations under this Agreement unless the indemnifying party's ability to defend or the defense is materially prejudiced by such failure. The indemnified party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying party shall have the right to assert any defenses, causes of action or counterclaims arising from the subject of the claim available to the indemnified party and its Affiliates, and shall also have the right to negotiate a settlement of the claim, subject to the indemnified party's prior written consent to the extent such settlement affects the rights or obligations of the indemnified party, which shall not be unreasonably withheld or delayed. The indemnified party shall provide the indemnifying party with reasonable assistance, at the indemnifying party's expense.

8. Confidential Information

8.1 Each party agrees that information concerning the other's party business (including that of all corporate Affiliates and subcontractors) is "Confidential Information" and proprietary to that party and shall be maintained in confidence and not disclosed, used or duplicated, except as described in this Section. Confidential Information may include, without limitation, information relating to and identified with customers, financial information, business strategy, intellectual property, software and software documentation, data, inventions, know-how, processes, information related to the party's current, future, and proposed products and services, and the terms of this Agreement. Customer Content shall be treated as Customer Confidential Information.

8.2 The receiving party may use Confidential Information only in connection with performance under this Agreement. Except for performance of this Agreement and each Order, the receiving party shall not copy the disclosing party's Confidential Information or disclose such Confidential Information to

persons who do not need such Confidential Information in order to perform under this Agreement.

8.3 Each party shall maintain an appropriate information security program and adequate administrative and physical safeguards to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information, and shall promptly inform the other party of any security breach or other incident involving possible unauthorized disclosure of or access to Confidential Information. Confidential Information shall be returned to the disclosing party upon request.

8.4 The limitations on disclosure or use of the Confidential Information shall not apply if the Confidential Information: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the other party; (iii) becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement; or (iv) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information. MIS SIM SSO undertakes no obligation to Customer, Customer Users or End Users to maintain HIPAA-compliant data security systems or procedures, unless and to the extent otherwise agreed by the parties under a separately executed written business associate agreement.

8.5 If the receiving party is required by law to disclose the disclosing party's Confidential Information, the receiving party may do so without breaching this section, but shall first, if legally permissible, provide the disclosing party with prompt notice of such pending disclosure so that the disclosing party may seek to contest or limit such disclosure, and the receiving party shall provide reasonable assistance to the disclosing party therefore.

9. Miscellaneous

9.1 This Agreement supersedes all prior oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any party hereto unless made in writing and signed by the duly authorized officer of the parties hereto. This Agreement may not be assigned by Customer without the prior written consent of MIS SIM SSO, and any attempt to do so shall be null and void. This Agreement may be assigned by MIS SIM SSO in connection with any merger, acquisition or reorganization of MIS SIM SSO, its business or its assets without the consent of Customer. MIS SIM SSO may use the resources of its Affiliates in performance of its obligations and Services hereunder. Notwithstanding the use of any Affiliate's or other resources, MIS SIM SSO shall

continue to be responsible to Customer for the performance of all obligations and Services hereunder.

9.2 If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of this Agreement or any other provision hereof shall not be affected. In addition, the parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law. Notwithstanding any expiration or termination of this Agreement, the rights and obligations set forth in Sections 2.2 through 2.5 and Sections 6 through 10 shall survive such termination and remain in full force and effect.

9.3 Neither party shall be responsible for any delay or failure in performances resulting from acts wholly beyond its control. Such acts shall include, without limitation, an act of God, an act of war or terrorism, a riot, an epidemic, fire, flood, act of any government, or act or omission of any third party provider of hosting, networking, telecommunications, electricity or Internet-related services. MIS SIM SSO assumes no responsibility and makes no representation or warranty with respect to websites, software or services owned or operated independently by third parties (including but not limited to Amazon Web Services, Inc. (AWS)), which we may allow to be accessed or used by you or Customer Users or End Users through the Services.

9.4 The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. No third-party beneficiary rights are granted as a result of or pursuant to this Agreement. Any notice required under this Agreement shall be in writing and may be delivered by email, courier or certified mail with tracking and delivery confirmation, to the address indicated in the Order or such new address sent to the other party in accordance with this Section.

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