

CONTRACT NO : VEDAG20210130
INTEGRATION SERVICES AGREEMENT
(for Products, Maintenance and Deployment Services)

Customer : ONYX TA-HO ENVIRONMENTAL SERVICES CO., LTD.	Invoice to :	Invoice from : Orange Business Services Hong Kong Limited (Taiwan Branch)
Attention : Joy Liao	Attention : Chengta Lo	4F No.99, Jen Ai Road, Sec. 2, Taipei 100, Taiwan
Address : 7 F., No. 16-5, Dehui St., Zhongshan Dist., Taipei City 104230, Taiwan (R.O.C.)	Address : 7 F., No. 16-5, Dehui St., Zhongshan Dist., Taipei City 104230, Taiwan (R.O.C.)	
Phone : +886225860177	Phone :	
Fax:	Fax :	

ONYX TA-HO ENVIRONMENTAL SERVICES CO., LTD. ("Customer") is a legal entity existing and incorporated in Customer Country and hereby contracts for, and Orange Business Services Hong Kong Limited (Taiwan Branch) ("Orange") by its execution and acceptance of this Integration Services Agreement agrees to provide, per the attached terms and conditions on pages 2-3, the Services and Products (as such terms are defined below) identified in an Order accepted by Orange; as used herein, "Order" means Customer's request for a Service or Product, using (i) the Orange then-current standard order form for a particular Service or Product, (ii) the Online Tools (as defined in the Operational Conditions), or (iii) other order form as mutually agreed upon by the Parties.

The Parties have caused this agreement to be executed by their duly authorized representatives on the date(s) set forth below.

ONYX TA-HO ENVIRONMENTAL SERVICES CO., LTD.

**Orange Business Services Hong Kong Limited
(Taiwan Branch)**

By (Signature):

Name:

Title:

Date:

By (Signature):

Name:

Title:

Date:

THIS INTEGRATION SERVICES AGREEMENT ("Agreement") is for the purchase of Products and Services (as such terms are defined below) and is effective from the date signed by Customer ("Effective Date"), provided that it is subsequently accepted and signed by Orange. All orders placed under this Agreement for Products and Services (collectively, "Orders") must be in writing and are subject to credit approval and acceptance by Orange. Orders placed by Customer for Products or Services will become an integral part of this Agreement when accepted by Orange. Orders placed by Customer for Products or Services will be provided by Orange, an Orange Affiliate, or an authorized provider or supplier in the country or region where the Products or Services are provided, subject to and in accordance with the terms of this Agreement. The Products and Services are only for use by Customer or its Affiliates designated in the Order as the recipient of the Products or Services ("Users"). Orange and Customer (each a "Party" and jointly the "Parties") agree as follows:

1. DEFINITIONS

"General Conditions" means the terms and conditions contained in the body of this Agreement, but expressly excluding the Publication.

"Products" means, individually and collectively, the equipment (including hardware, peripherals, and related software) or software (including licenses) and related documentation that Orange purchases from a third party for resale to Customer.

"Services" means the (1) Cobranded Maintenance Services, (2) third party vendor-branded maintenance services ("VBS"), or (2) Orange site survey, hardware installation, and project management services, all as may be specified on an Order.

All capitalized terms used in this Agreement but not defined herein will have the meanings given to such terms in the Publication or otherwise in Orange's standard contract documentation. Orange will provide a copy of such



terms and definitions upon Customer's request. The words "include"/"including" are not terms of limitation. The words "day", "month", and "year" mean, respectively, calendar day, calendar month and calendar year. Amounts expressed in dollars or preceded by "\$" refer to US Dollars.

2. ORDER TERM. The term of the Service is as specified on the Order ("Order Term"); provided that in the event of any conflict between the Order Term identified in the Order and any Order Term or Service Term requirements for a Service specified in the Publication, the requirements specified in the Publication will control. For purposes of this Agreement, any reference to the "Service Term" in the Publication will mean the same as "Order Term".

3. PUBLICATION. Orange's provision of Products and Services to Customer is governed by Orange's publication at <http://www.orange-business.com/en/service-publication> ("Publication"), which is incorporated herein by reference including, without limitation, the *Specific Conditions for Installation, Maintenance, Equipment Resale and Other Orange Integration Services* (the "Specific Conditions") which apply to Products and Services ordered under this Agreement. Orange may make changes to the Services as it may require and may modify the Publication from time to time; provided that it does not materially or adversely affect the receipt of Products or Services by Customer hereunder. Any such change or modification made to the Publication will be binding upon Customer and incorporated by reference into this Agreement. A description of the Cobranded Operational Support is set forth in the *Service Description for Operational Support Services* and Orders. A description of site survey and hardware installation services is set forth in the *Service Description for Deployment Services* and Orders. Notwithstanding anything to the contrary otherwise contained in this Agreement, VBS are provided by the Vendor directly to Customer and are subject to the terms of that Vendor's service description and terms and conditions. The Products and/or VBS purchased from Orange are as identified in Orders.

4. USE OF THE SERVICES – CUSTOMER'S OBLIGATIONS. Customer is responsible for the acts and omissions of its Users who procure Products or Services from Orange under this Agreement, for the use of the Products and Services by any person or entity that Customer permits to access the Services or use the Products, and for the payment of all Charges hereunder, including Charges for Products and Services provided to Users (except as otherwise provided in the applicable local invoicing terms).

5. INVOICES, PAYMENT AND TAXES

5.1 The Charges that Customer will pay for the Products and Services are set out in the Orders. Charges will be invoiced and paid in the currency identified in the Order. Orange will invoice all fixed recurring Charges monthly in advance, all other recurring and usage Charges monthly in arrears, and all one-time Charges as specified in the Specific Conditions, or if not specified in the Specific Conditions, then on completion of the Service or per agreed milestones. Orange will bill Customer by electronic delivery of the invoices (e.g., digitally signed .tiff, .pdf or other format agreed by the Parties) to the electronic addresses provided by Customer to the Orange-hosted online electronic invoices account ("Electronic Invoicing") if permitted by applicable law. Otherwise, Orange will provide a paper invoice. If Customer requests paper invoicing where applicable law does not prohibit Electronic Invoicing, Orange may charge Customer for paper invoicing. Any local invoicing provided by Orange is subject to the local invoicing terms set forth in the Operational Conditions.

5.2 Orange will begin invoicing Charges on the date specified in the Specific Conditions. Orange reserves the right to pass through to Customer any gains or losses, respectively, associated with fluctuations in currency exchange rates and timing of payment where third party charges are billed to Orange by the third party providers in a currency that differs from the currency used in this Agreement for invoicing to and payment by Customer.

5.3 Invoices are due and payable within 30 days of the invoice date. If Orange does not receive written notice from Customer of a good faith dispute regarding an invoice within 30 days of the invoice date, Customer will be deemed to have accepted the amounts stated on the invoice. In the event of a good faith, timely notified dispute on the invoice, Customer may withhold payment only of the disputed amount, and the Parties will work diligently to resolve the dispute.

5.4 The Charges are exclusive of Taxes (as defined below). With the exception of any net income taxes on Orange or any Orange Affiliate, Customer shall be responsible, pay and indemnify Orange for any taxes, charges, levies, duties usage or other fees, including value added taxes withholding taxes and other similar taxes and charges (collectively, "Taxes"), if any, which may be asserted against Orange, any Orange Affiliate, or Customer by any governmental entity with respect to or arising out of the Products and Services provided to Customer or Customer's use of the Products and Services. If any Taxes are so asserted, Customer agrees to pay Orange that amount, if any, which ensures that Orange receives the same amount, as if none of the above-mentioned Taxes had been deducted, withheld or paid for.

5.5 Failure by Customer to pay any amounts in accordance with this Agreement will entitle Orange to (a) charge interest on a daily basis from the original due date at the rate of 1.5 percent per month or the highest amount permissible by law, or (b) suspend the Products or Services provided under this Agreement immediately upon notice and assess an administrative charge to resume provision of the Products or Services upon payment of the



amounts due. The exercise of such remedy is without prejudice to Orange's other rights and remedies under this Agreement.

6. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS. Any third-party Software provided by Orange is subject to the software licensor's license terms and conditions. All Intellectual Property Rights in the Services and deliverables (excluding Products) provided by Orange are either owned by or licensed to Orange. "Intellectual Property Rights" means rights in inventions, patents, design rights, copyright, trademarks, service marks, trade names, trade secrets, internet domain names, proprietary information rights, in each case whether registered (including applications for registration) or unregistered, and any other intellectual property right whatsoever. Nothing contained in the Agreement conveys to any User any title or ownership interest in any Intellectual Property Rights in the Services, deliverables or Products, nor are any rights or licenses granted by this Agreement with respect to any Intellectual Property Right.

7. CONFIDENTIALITY. During the Service Term and for as long as the Confidential Information constitutes confidential information under applicable law, each Party will use Confidential Information of the other Party only for the purpose of this Agreement and will not disclose the Confidential Information to a third party without the other Party's prior written consent, except (i) to its professional advisers who are bound by similar confidentiality obligations, and (ii) to its Affiliates, and as regards to Orange, its subcontractors or to any state or federal government or regulatory agency or their agents in connection with a request for disclosure in the course of audits of Orange. Each Party agrees to prevent the unauthorized use or disclosure of Confidential Information of the other Party using at least the same degree of care exercised to protect its own Confidential Information, but in any case using no less than a reasonable degree of care. These confidentiality obligations do not apply to the disclosure of Confidential Information (i) that is in the public domain through no wrongful act or omission by the receiving Party; (ii) that is rightfully received from a third party authorized to make such disclosure without restriction or independently developed by the receiving Party; or (iii) that is disclosed pursuant to a requirement or request of a governmental agency or in connection with a judicial proceeding, provided that the receiving Party gives as much advance notice thereof to the disclosing Party as is practicable and uses reasonable efforts to limit the extent of any such disclosure.

8. EXCLUSIONS AND LIMITATIONS OF LIABILITY

8.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (i) INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, (ii) ECONOMIC LOSSES, INCLUDING LOSS OF USE, LOSS OF BUSINESS, ANTICIPATED SAVINGS, DATA, REVENUE, PROFITS (IN EACH CASE, WHETHER DIRECT OR INDIRECT DAMAGES), OR (iii) GOODWILL OR REPUTATION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, RELATED PRODUCTS, DELIVERABLES, EQUIPMENT, DOCUMENTATION, INFORMATION OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS (OTHER THAN FRAUDULENT REPRESENTATIONS), OR WARRANTY, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 A Party will not be in breach of this Agreement for any delay in fulfilling its obligations under this Agreement or the resulting consequences if, and only to the extent that, such delay is due to (i) the other Party's (and in the case of Customer, including its Users) failure or delay to fulfill an obligation under this Agreement or (ii) a Force Majeure Event (which means any event or circumstance beyond the reasonable control of a Party, which adversely affects the performance of any of its obligations under this Agreement, including acts of God, fire, flood, or other catastrophes; acts of government or public enemy; national emergencies, insurrections, riots, war or acts of war or terrorism; industrial disputes, except strikes held by either Party's employees; acts or omissions of the other Party; and any legislative or regulatory restriction or prohibition on trade imposed by a national or international body or authority, or any change thereof). The time for performance of the affected obligation will be extended by the time of the delay caused by such Party/User's failure/delay or the Force Majeure Event. Notwithstanding the foregoing, Force Majeure Events do not excuse the failure to pay any charges due under this Agreement or any disaster recovery and business continuity obligation. Orange will not be in breach of this Agreement for any delay or failure to provide the Products or Services if Orange reasonably determines that providing the Products or Services would jeopardize Orange's ability or authority to provide the Products or Services generally or to a User, or would cause damage or injury to Orange or a third party, including their respective facilities or services.

8.3 WITHOUT LIMITING CLAUSE 8.1 ABOVE, ORANGE'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED TO THE CHARGES INCURRED IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION UNDER THE ORDER TO WHICH THE CLAIM RELATES.



8.4 THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN CLAUSES 8.1 AND 8.3 ABOVE DO NOT APPLY TO (a) CLAIMS FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR (b) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

8.5 EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, ORANGE AND ITS THIRD PARTY SUPPLIERS MAKE NO WARRANTIES AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

8.6 Nothing in this Clause 8 limits Customer's liability for (i) Charges due and payable hereunder, (ii) any early termination, cancellation or disconnect charges, or (iii) Taxes.

9. TERM AND TERMINATION

9.1 The Agreement commences on the Effective Date and will continue in full force and effect for thirty-six (36) months (the "Term"). If the Service Term of any Order extends beyond the expiration of the Term of this Agreement, the terms and conditions of this Agreement will continue to apply to such Order until the expiration or termination of the Service Term, unless this Agreement is terminated earlier in accordance with Clause 9.2 below. Notwithstanding the foregoing sentence, Customer may not submit any new or renewal Orders after the expiration of the Term.

9.2 Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party commits a material breach of this Agreement and does not remedy the breach (if it is capable of remedy) within 30 days of notice of the breach being given by the non-defaulting Party.

10. NOTICES. Any notice to be given under this Agreement must be in writing and will be sufficiently given when delivered (a) personally by hand or courier, or (b) registered mail, postage prepaid, return receipt requested, addressed to the relevant Party as follows:

- If to Customer: At the Customer address appearing on page 1;
- If to Orange: Orange Business Services, 4F No.99, Jen Ai Road, Sec. 2, Taipei 100, Taiwan
ATTN: Country Manager & Regional Counsel, Law Dept.

or such other address as may be notified in writing by a Party to the other in compliance with this provision.

11. ASSIGNMENT. Neither Party may assign this Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, except that Orange may assign without Customer's consent the receivables arising in connection with this Agreement to a financial institution that provides or secures financing to Orange and such assignment shall be limited to (i) the right to receive and obtain the payments and (ii) related rights.

12. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is governed exclusively by the laws of Taiwan, without regard to its conflicts of laws provisions or the United Nations Convention on the International Sale of Goods. All disputes arising in connection with this Agreement will be finally settled exclusively by arbitration before a single arbitrator in Taipei, Taiwan in accordance with the International Chamber of Commerce.

13. GENERAL

13.1 Order of Precedence. In the event of a conflict between the terms in the Order, these Terms and Conditions, and the Publication, the order of precedence will be as follows, unless otherwise expressly stated in these Terms and Conditions or the Publication: (i) these Terms and Conditions, (ii) the Operational Conditions in the Publication, (iii) the Specific Conditions in the Publication, (iv) the Publication (other than the Operational Conditions and Specific Conditions), and (v) the Order.

13.2 Compliance with Laws. Notwithstanding anything to the contrary contained in this Agreement, the Parties will comply with, and the Products and Services are provided subject to, all applicable laws, rules, and regulations in effect as of the Effective Date or later enacted or adopted in the jurisdiction where the Products and Services are provided, including all (a) local license or permit requirements, and (b) export, import, and customs laws and regulations that may apply (e.g., the export and re-export controls under the U.S. Export Administration Regulations or similar regulations of the U.S., the European Union, or any other country, etc.) in accordance with the Trade Controls Clauses set forth in the Publication. The Parties agree that Orange will provide the Products and Services, and Customer will ensure that all Users use the Products and Services, in accordance with and subject to the Trade Controls Clauses set forth in the Publication. If Orange provides any hardware, software, or technology subject to controls to Customer, Customer agrees that its Users will execute any documentation Orange reasonably requests in order for

Orange to provide the Products and Services with respect to such hardware, software, or technology subject to controls in compliance with applicable laws, rules, and regulations. Orange will not have any obligation to provide Products or perform Services with respect to hardware, software, or technology subject to controls if Customer fails to comply with this Clause 13.2. In addition, each Party will comply with their obligations as provided in the Data Protection Clauses set forth in the Publication. The contact details of the Orange Data Protection Officer are set out on the Orange Business Services website at <https://www.orange-business.com/en/personal-data>.

13.3 Economic Sanctions. Each Party agrees that during the Service Term neither itself nor any of its Associated Persons will be subject to Economic Sanctions. As used herein, "Economic Sanctions" means the economic, financial or trade sanctions programs or restrictions, prohibition or embargos against certain countries, individuals or entities, in accordance with the resolutions of the United Nations Security Council (UNSC) or under the laws and regulations of the European Union and its member states, the United States, or any other relevant country or authority; "Associated Person" means a person or legal entity, private or public which is (a) an Affiliate of a Party involved in the performance of this Agreement; (b) an Owner of a Party, (c) a director or member of the management of a Party or of its Owner(s), (d) a subcontractor or representative of a Party, involved in the performance of this Agreement, or (e) in respect of Customer, a User, including its directors or members of its management; and "Owner" means any person or entity that owns individually or jointly, directly or indirectly, at least 50% of the voting power of a Party or that possesses individually or jointly, directly or indirectly, the power to direct or cause the direction of the management and policies of or with respect to a Party, whether through ownership of securities, by contract or otherwise. If (and to the extent) necessary to comply with any Economic Sanctions, a Party will be entitled, without liability to the other Party, to immediately suspend or terminate any provision or receipt of the affected Services, notwithstanding anything to the contrary contained in this Agreement.

13.4 No Resale/Government Entities. Except as expressly authorized in writing by Orange, Customer will not resell or otherwise make available the Products or Services to any third party or User. Customer also represents and warrants that neither it nor any User is a Government or Government Contractor. As used herein, "Government" means a federal, state or local government of any jurisdiction, including the bodies, organs, agencies, entities, departments, or organizations of such government, and "Government Contractor" means a contractor, supplier or service provider of the Government with respect to the Products and Services. Any breach of this provision is a material breach of this Agreement.

13.5 Entire Agreement; Survival. This Agreement represents the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. This Agreement is not intended to create a joint venture, association, partnership, franchise, or other form of business relationship. The provisions of this Agreement that by their nature are intended to survive will survive the termination or expiration of this Agreement.