TOPPAN
TOPPAN Security Ethiopia

**TOPPAN Security Ethiopia Share Company**
Gulele Sub City, Woreda 03
In front of the American Embassy
Addis Ababa, Ethiopia
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# General Terms and Conditions of Sale

These General Terms and Conditions of Sale (the "**T&C**") apply to all orders for **TOPPAN Security Ethiopia Share Company** ("**TOPPAN**") cards, consumables, hardware and software (the "**Products**") and, including without limitation, any customised development and support, business consulting, and maintenance services (the "**Services**"). Therefore, the placing of an order by a purchaser entails the purchaser's unconditional acceptance of these T&C which take precedence over any other document of the purchaser and most particularly, over any other general purchasing conditions, unless prior expressed and agreed otherwise in writing by TOPPAN.

The terms "**Vendor**" or "**TOPPAN**" means **TOPPAN Security Ethiopia Share Company** (registration number EIA/PC/3/0001989/2017) whose registered office is at Gulele Sub City, Woreda 03, in front of the American Embassy, Addis Ababa, Ethiopia, and the term "**Purchaser**" designates the entity which orders a **TOPPAN** Product and/or Service.

TOPPAN's T&C are organised in four (4) sections:

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| **SECTION A – GENERAL** | includes terms regarding Order Confirmation, Delivery, Payment, Complaints, Applicable Law, Disputes, Termination, Confidentiality Obligations, Liability, Insurance and Intellectual Property Protection; and |
| **SECTION B – WARRANTIES** | defines applicable Warranties for Products and Services and terms regarding the Extent of Warranty; and |
| **SECTION C – PRODUCTS** | includes Product terms regarding Storage and Utilisation Conditions; and |
| **SECTION D – SERVICES** | includes Service terms regarding Personnel, Materials, Ownership and License, Purchaser Resources, Maintenance Coverage, Termination, and Withdrawal of a Service. |

Additional terms for Products and Services are in documents called "**Transaction Documents**" provided by the Vendor. In general, Transaction Documents (such as attachments, product specifications, statements of work, service agreements, supplements, schedules, invoices, exhibits, change authorisations, or addendums) contain specific details and terms related to each individual transaction. The Purchaser may receive one or more Transaction Documents for a single order. Transaction Documents amend the TOPPAN T&C only for those transactions as to which they apply. Transaction Documents applicable to such transactions as well as these TOPPAN T&C are hereinafter collectively referred to as the "**T&C**". Each transaction is separate and independent from other transactions.

The Purchaser waives its right to prevail its own terms and conditions and accepts irrevocably TOPPAN's T&C. The Parties understand that these terms and conditions shall always prevail.

Should a provision of these T&C conflict with a public order law, this conflict shall only entail the non-application of the conflicting provision(s) without affecting the rest of these T&C.

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## SECTION A – GENERAL

### I. Order Confirmation

Orders require the Purchaser's purchase order and the Vendor's order confirmation before it is binding onto the Parties.

Any dispute regarding an order confirmation must be made by registered letter to the Vendor within three (3) Business Days from the date of issue of the order confirmation for sales in Hong Kong. This time is extended to fifteen (15) business days for all other countries.

If an order remains dormant for three (3) months or more because the Purchaser fails to provide the necessary deposit, payment, or information, including any technical information, technical validation, or release of the order, for the Vendor's performance of the order, the Vendor shall be entitled to terminate the agreement and cancel the order by giving the Purchaser a notice of cancellation three (3) days in advance.

### II. Delivery

#### 1. Delivery Times.

Delivery times or dates in the order confirmation shall prevail over the delivery time or date specified in the Purchaser's purchase order. Delivery times or dates are given for guidance only unless expressly specified as "time of the essence" and may be subject to delays beyond the Vendor's control.

The Vendor reserves the right to update and amend freight costs/freight rates before the Products are delivered, subject to the prevailing rates of delivery costs at the time of change.

#### 2. Transfer of Risks.

Deliveries of Products are executed at the risk of the Purchaser:

a) For Products that the Vendor has undertaken to dispatch, the transfer of risks takes place from the loading at the Vendor's establishments on the means of transport of its choice on behalf of the Purchaser. For Products dispatched outside Hong Kong, the transfer of risks shall take place in accordance with the INCOTERMS appearing on the order confirmation. Should the Purchaser, when the Products arrive, find items missing or damaged, he must immediately record his reservations with the carrier on the delivery documents. These reservations must be confirmed to the carrier by registered letter with acknowledgment of receipt, no later than three (3) working days as from reception in Hong Kong and seven (7) working days for all other countries. A copy of this letter is to be sent to the Vendor.

b) For Products to be collected from the Vendor by the Purchaser, the transfer of risks takes place as of the date agreed for handover in the warehouses of the Vendor.

#### 3. Total, Temporary or Partial Inability to Deliver.

The Vendor is relieved of his obligations in cases of force majeure, unforeseeable circumstances, or external factors. For the purposes of these conditions, cases of force majeure, unforeseeable circumstances, or external factors mean any event(s) beyond the Vendor's control which prevent or delay the delivery of the Products, and which cannot be attributed to an intentional or grave fault on his part. The Vendor must notify the Purchaser of the existence and the reasons for the temporary situation preventing or rendering delivery impossible unless

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circumstances render such notification impossible. If the situation preventing delivery is temporary, the fulfilment of the agreement is suspended while this situation prevails. However, should it last for over thirty (30) working days, each of the Parties have the right to terminate the agreement without compensation. However, if the situation preventing delivery relates to a delivery that is due and part of an agreement involving staggered deliveries, termination shall only be possible for such delivery and not for future deliveries. If at the time of the situation preventing delivery, the Vendor has already manufactured part of the order, the Purchaser has the obligation to take delivery of the quantity manufactured in accordance with the conditions laid down.

### 4. Failure to Collect Products or Refusal to Take Delivery.

Should the Purchaser fail to collect from the Vendor or refuse to take delivery from the Vendor, when delivery is due, the Vendor shall be entitled to warehouse the Products at the expense of the Purchaser and claim from him repayment of transport costs. Should collection of the Products from the warehouses of the Vendor be delayed for more than two (2) weeks beyond the handover date, or should the Purchaser refuse to take delivery thereof, the Vendor shall be entitled to terminate the agreement, resell the Products, and claim the difference between the price agreed at the outset and the resale compensation price.

## III. Payment

### 1. Prices.

Products are invoiced on the day of delivery or handover, unless otherwise provided. Should there be a discount for cash payment, this shall be deducted from the VAT tax base, and only the net cash figure for the Products is to be subject to VAT. Correspondingly, only the VAT on the actual price paid shall be deductible for the Purchaser. Pursuant to prevailing policy adopted by the authorities, no corrected invoice will be sent to the Purchaser, who must limit the amount of tax deductible on the basis of the provisions set out above, where a discount is given. Any price reductions will be specified on the invoice.

In the event of unforeseen cost increases beyond the control of either Party, including but not limited to changes in taxes, duties, tariffs, other government-imposed charges, pandemics, or force majeure events, the Vendor reserves the right to adjust the prices to reflect the Vendor's then-current costs at any time prior to the delivery of Products or Services.

### 2. Terms of Payment.

The date of invoice is the date from which any credit/payment term will commence. Unless otherwise stated on the invoice, the Purchaser shall pay all undisputed portions of the Vendor's invoice within thirty (30) days from the date on the invoice. Any bills of exchange that are attached to invoices for acceptance must be returned to the Vendor within forty-eight (48) hours failing which the provisions of Article III Clause 3 below (the "**Late Payments**") shall automatically apply. The Vendor reserves the right to vary the general terms of credit stated herein as well as the right to impose additional terms on the Purchaser including, without limitation, the requirement to provide guarantees or payment for the goods in advance.

ALL OUTSTANDING PAYMENTS shall immediately become due and payable to the Vendor regardless of the credit term if the Purchaser undergoes Insolvency or liquidation (voluntary or involuntary) proceedings, or if the Purchaser enters a scheme of arrangement with creditors.

### 3. Late Payments.

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Outstanding amounts that become overdue upon the expiration of credit terms granted to the Purchaser in Article III Clause 2 (the "**Terms of Payment**") shall be subject to interest at a monthly interest rate of 1.5%. Where the Purchaser fails or refuses to pay any outstanding amount as it falls due, the Vendor reserves the right, in addition to any other available remedy, to suspend further shipment(s) and terminate pending orders under a contract for multiple deliveries.

**4. Retention of Title.**

A. The Vendor retains the title and ownership of the Products and Services delivered until the Purchaser pays for the Products and Services in full.

B. Products delivered but not paid for shall remain the property of the Vendor and are stored with the Purchaser at the Purchaser's risk. The Purchaser shall properly insure these Products for the full amount of the debts due for payment.

C. If there is any difficulty distinguishing the Products and Services of the Vendor from other goods of the same specifications, then the value of the Products and Services shall be the amount due to the Vendor.

D. To facilitate identification, the Purchaser is prohibited from removing any distinguishing marks of the Products prior to their use. The Purchaser is prohibited from reselling or further the processing of Products in the event of Insolvency proceedings. The Vendor may re-possess all Products processed or otherwise that come under the retention of title, in either case, where the Purchaser has not paid for an invoiced order or if the Purchaser's credit status is in question. If the Vendor re-possesses Products after processing and sells them to a third party, the Vendor shall take the proceeds of this sale in the amount due to the Vendor for the Products, including any interest and related charges, and shall return to the Purchaser any surplus.

E. If the Products have been sold by the Purchaser, the Vendor shall have a direct action and claim on the sales proceeds of these Products due from the subsequent purchaser or any agent of the original Purchaser. The ultimate purchaser or agent shall be required to first discharge the debt due to the Vendor before paying any balance to the Purchaser on the basis of the Vendor's title to the unpaid Products.

F. This Clause 4 shall not affect any provisions concerning transfer of risks. It does not exclude possible legal action to rescind the sale and/or for damages by the Vendor with a view to compensation for loss of profit or damages.

G. Finally, this Clause 4 applies regardless to the legal status of the Purchaser. In the event of Insolvency proceedings, it shall be limited reasonably and appropriately in accordance with the application of the law.

## IV. Complaints

As soon as the Products arrive at their destination, the Purchaser must check that the delivery complies with the order.

Should it not be compliant, any complaints, in order to be accepted, must be sent in writing to the Vendor:

a) before any use of the Products, and no later than fifteen (15) days as from the date of their delivery, when Products show obvious defects; or

b) within four (4) months as from the date of their delivery, when the Products have latent defects, but in this event, complaints shall not be accepted where the proportion of Products used is over ten percent (10%)

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of the amount of Products delivered. The use of over ten percent (10%) of the amount of Products delivered therefore counts as full acceptance.

If, in the course of use, the Products are found to be unfit for the use for which they are intended, the Purchaser shall have a duty to inform the Vendor immediately so that the Vendor may pause the manufacture of the Products. The Vendor must be allowed to investigate in situ the performance of the Products and the conditions of use thereof. The Vendor shall continue the production of Products only after the Vendor reaches an agreement with the Purchaser on the necessary steps to be taken.

All claims of alleged defects must be communicated and described in detail to the Vendor in writing. The Purchaser will provide the Vendor with any supporting documentation or materials required to assist the Vendor in verifying whether or not there is a manufacturing defect. The Vendor will not be bound by any obligation to repair or replace the affected Products if the Purchaser does not return the defective Products. If the Vendor determines a defect cannot be identified or demonstrated, the Purchaser will be liable for all shipping costs involved. Repaired or replaced Products, as reasonably determined by the Vendor in good faith, will be shipped to Purchaser per INCOTERMS appearing on the order confirmation or otherwise agreed. The Vendor does not assume responsibility for delays in the replacement or repair of Products if such delays are beyond the Vendor's control.

Where a complaint is acknowledged as well-founded by the Vendor, the Vendor shall, at its own expense, take delivery of the defective Products returned by the Purchaser, in good condition, in the original or similar packaging and repair or replace them in the shortest possible time subject to its production capacity and its other commitments.

Any complaint by the Purchaser regarding all or any part of the Products for whatever reason, unless expressly acknowledged and accepted in writing by the Vendor, shall not entitle the Purchaser to withhold or set-off payment of invoices for unaffected orders from the Vendor.

## V. Applicable Law

These T&C shall be governed by and construed in accordance with the laws of England and Wales.

## VI. Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with any of the T&C including its existence, validity, interpretation, performance, breach, or termination shall be referred to and finally resolved by arbitration under the Dubai International Financial Centre arbitration rules (the "**Rules**"), administered by a designated arbitral institution or the appointing authority in accordance with the Rules. The legal seat of arbitration shall be Dubai, United Arab Emirates, and the hearings shall take place at the DIFC Courts unless otherwise agreed by the Parties. The arbitration shall be conducted by one (1) arbitrator. The language of the arbitration shall be English.

## VII. Termination

Any material breach by either Party of its contractual obligations shall entitle the other Party to terminate the T&C thirty (30) days after receipt of a notice by registered letter with an acknowledgement of the receipt setting forth the reasons for the termination. Provided always that the defaulting Party have not remedied the breach during that period.

Notwithstanding, termination of the T&C for any reason whatsoever, the obligations imposed by Article VIII below with respect to the Confidential Information of the Disclosing Party shall continue with respect to the use and

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protection of Confidential Information received prior to the date of expiry or termination of the T&C. Such obligations shall continue for the period applicable as set forth in said clause.

## VIII. Confidentiality Obligations

All information provided by a Party (the "**Disclosing Party**") to the other (the "**Receiving Party**") in connection with Article VIII, including industrial, technical and business information (the "**Confidential Information**"), shall be retained in strict confidence by the Receiving Party. The Receiving Party undertakes during the term of the T&C and for a period of five (5) years after its expiration or termination to:

a) protect and keep strictly confidential the Confidential Information of the Disclosing Party by using the same degree of care as it uses to protect its own confidential information of like importance, but no less than reasonable care; and

b) use the Confidential Information of the Disclosing Party only in relation to the T&C and not to use such Confidential Information for its own benefit or for the benefit of any third party. Notwithstanding the above, with respect to information that constitutes trade secrets, the Receiving Party's confidentiality obligations shall continue until the information no longer constitutes trade secrets.

The term "**Confidential Information**" shall not include any information which the Receiving Party can demonstrate:

a) was already lawfully in the possession of the Receiving Party as of the date of the T&C; or

b) is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the T&C; or

c) that it has received such information from a third party who is entitled to disclose such information without any restriction on disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the minimum extent required by law or legal process (by oral questions, interrogatories, requests, subpoenas, depositions, civil investigative demands or otherwise), provided the Receiving Party promptly notifies the Disclosing Party in writing of such request so that the Disclosing Party may seek a protective order or take such other measures as it deems necessary.

## IX. Liability

For Products, the Vendor's sole liability, and the Purchaser's sole and exclusive remedy, shall be to repair or replace the Products, as reasonably determined by the Vendor in good faith, to be defective in accordance with Article V. This excludes all other forms of liability to the Purchaser, whether contractual, tortious or otherwise, for defects in the Products or for any loss or damage to the Products. Additionally, all other conditions or warranties whatsoever concerning the Products, whether express or implied, (by statute, at common law, or otherwise), are hereby excluded, in particular (but without limitation of the foregoing), if the Vendor grants no warranties regarding the fitness for the purpose, performance, use, nature or quality of the Products.

For Services, the Vendor shall assume responsibility for the performance of the Services and the fulfilment of its obligations under the T&C. The Purchaser agrees to indemnify and hold harmless the Vendor from and against any and all claims, damages, causes of action, liability, losses, costs and expenses suffered or incurred by the Vendor due to the negligence and/or any acts or omissions of the Purchaser or its employees in the performance of the T&C.

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Regardless of the form of action (whether in contract, tort, breach of warranty, or otherwise), and except as otherwise expressly provided herein, the Vendor's maximum liability for all aggregate damages related to the Vendor's deliverables purchased under the agreement, or otherwise arising in connection thereto, shall not exceed the total amount paid by the Purchaser under the agreement. Neither the Vendor nor its vendors or licensors shall be liable for incidental, consequential, exemplary, punitive, special or indirect damages (including but not limited to lost business profits, losses, damages or destructions of data or property) even if the Vendor has been advised of the possibility of the same. This limitation shall not apply to cases of personal injury to the extent prohibited by applicable law.

## X. Insurance

The Purchaser shall maintain insurance against its liability to third parties in Hong Kong for death or bodily injuries which may arise out of the performance of the T&C by the Purchaser, or, for any losses or damages which may be caused to the property of any person, including its own employees and the customers of the Purchaser.

Each Party declares that it has taken out an insurance policy with a reputable insurer to adequately cover its risks and obligations pursuant to the T&C. Each Party shall maintain such insurance policy in force throughout the continuance of the T&C and shall inform the other Party of any change in its insurance policy. Each Party shall provide the other Party with evidence of such insurance policy upon request from the other Party.

## XI. Intellectual Property Protection

For purposes of this Intellectual Property Protection (Article XI), the term "**Product**" also includes:

a) Materials: literary works or other works of authorship (such as software programs, codes, documentations, reports, and similar works) that the Vendor may deliver to the Purchaser as part of a Service; and/or

b) Programs: microcodes, basic input/output system codes, utility programs, device drivers, diagnostics, and any other codes (all subject to any exclusions in the license provided with it) delivered by the Vendor for the purpose of enabling the function as stated in its specifications of a Product.

### 1. Third Party Claims.

If a third party claims that a Product the Vendor provides to the Purchaser infringes that third party's patent or copyright, the Vendor will defend the Purchaser against that claim at the Vendor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Vendor, provided that the Purchaser:

a) promptly notifies the Vendor in writing of the claim; and

b) allows the Vendor to control, and cooperates with the Vendor in, the defence and any related settlement negotiations.

### 2. Remedies.

If such a claim is made or appears likely to be made, the Purchaser agrees to permit the Vendor to enable the Purchaser to continue to use the Product, to modify the Product, or to replace the Product with a product that is at least functionally equivalent to the original Product. If the Vendor determines that none of these alternatives are reasonably available, the Purchaser agrees to return the Product to the Vendor upon the Vendor's written request. The Vendor will then give the Purchaser a credit equal to:

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a) for Products: The Purchaser's net book value calculated according to generally accepted accounting principles; and

b) for Materials: the amount the Purchaser paid the Vendor for the creation of the Materials.

**3. Claims for Which the Vendor is Not Responsible.**

The Vendor has no obligation regarding any claim based on any of the following:

a) anything provided by the Purchaser or a third party on the Purchaser's behalf that is incorporated into a Product or the Vendor's compliance with any designs, specifications, or instructions provided by the Purchaser or a third party on the Purchaser's behalf; and/or

b) modification of a Product by the Purchaser or a third party on the Purchaser's behalf; and/or

c) the combination, operation, or use of a Product with any product, hardware device, program, data, apparatus, method, or process that the Vendor did not provide as a system if the infringement would not have occurred were it not for such combination, operation or use; and/or

d) the distribution, operation, or use of a Product outside the Purchaser's legal entities and subsidiaries; and/or

e) infringement by a non-Vendor Product.

This Intellectual Property Protection section states the Vendor's entire obligation and the Purchaser's exclusive remedy regarding any third party intellectual property claims.

## SECTION B - WARRANTIES

### I. Warranties

The Vendor warrants that each Product is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for a Product is a fixed period commencing on its Date of Delivery or otherwise specified in the order confirmation or in a Transaction Document.

**1. Warranty for Cards.**

Unless otherwise specified or agreed, the warranty period for Cards is one (1) year commencing on its Date of Delivery.

The warranty does not cover damage caused by:

a) misuse, neglect, or accidental damage;

b) the Purchaser's failure to observe conditions of storage or use, as set out in Section C of the T&C;

c) issues related to normal wear and tear, such as scratches or fading of the Card's surface, or damage caused by misuse or improper handling; or

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d) any additional services such as personalisation of the Card.

All Claims by the Purchaser for alleged defects must be submitted to the Vendor in accordance with the terms of the T&C within one (1) year of delivery of the Cards.

Where the Vendor has agreed to the storage of the Cards, the warranty period will start from the finalisation of the production. The Vendor's storage of the Cards will not extend the Purchaser's warranty beyond the one (1) year period.

In the event that alleged defects affect an entire batch of Cards, the Vendor will require to inspect a sample size of at least fifty (50) units taken from the batch or shipment of the allegedly defective Cards. Where the Vendor confirms the claim as to affect more than five percent (5%) of the Cards delivered, the Purchaser may request the Vendor to replace the entire batch or shipment.

Claims for the replacement of Cards must be a minimum volume of 0.01% of the entire shipment delivered to the Purchaser.

## 2. Warranty for Services.

The Vendor warrants that it shall perform each Service using reasonable care and skill and according to its current description (including any completion criteria) contained in the T&C or a Transaction Document. The Purchaser agrees to provide timely written notice of any failure to comply with this warranty so that the Vendor can take corrective action.

## 3. Warranty for System.

When the Vendor specifies in a Transaction Document that it is providing Products to the Purchaser that are intended to operate together as a System, the Vendor warrants that those Products are compatible and, when installed in accordance with their Specifications, will operate with one another. This warranty is in addition to the Vendor's other applicable warranties.

## 4. Extent of Warranty.

The warranties stated above will not apply to the extent that there has been misuse, accident, modification, unsuitable physical or operating environment, or an improper maintenance by the Purchaser, or a third party, or failure or damage caused by a product for which the Vendor is not responsible. The warranty for the Products is voided by removal or alteration of Products or parts of identification labels.

These warranties are the Purchaser's exclusive warranties and shall replace all other warranties or conditions, express or implied, including but not limited to the implied warranties or conditions of merchantability and fitness for a particular purpose.

## 5. Items Not Covered by Warranty.

The Vendor does not warrant uninterrupted or error-free operation of a Product or Service, nor does the Vendor warrant that it will correct all defects.

The Vendor will identify its Products that it does not warrant.

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Unless otherwise specified in a Transaction Document, the Vendor provides Materials, third party products (including those provided with, or installed on, a Vendor Supplied Product at the Purchaser's request), and third party services without warranties of any kind. However, third party manufacturers, developers, suppliers, or publishers may provide their own warranties to the Purchaser. Warranties, if any, may be found in their license agreements.

## SECTION C – PRODUCTS

### I. Storage and Utilisation Conditions

In general, the Purchaser must comply with the minimum storage and utilisation requirements per specifications of the Product in order for the warranty to apply.

#### 1. Storage and Utilisation for Cards.

The Purchaser must comply with the following minimum requirements in order for the one (1) year Warranty of the delivered Cards to apply:

a) unused Cards should be stored in a clean environment with not more than 48 hours of exposure to daylight at a temperature between 15 °C to 30 °C and humidity in between 40% to 60% without experiencing electrical shock;

b) Cards should not be kept in more than 28+/- °C and 45% to 65% relative humidity quite often, which may result in delamination, warpage act;

c) Cards should not be swiped or used in an ATM more than the normal force;

d) Cards should not be kept nearby any magnetic media which may affect the functionality of the Magnetic stripe; and

e) Cards should not be exposed to higher temperature, sunlight for a longer period which may affect the physical properties of the Card and as well the functionality of the Card and printing colours might fade off.

## SECTION D – SERVICES

### I. Services

#### 1. Personnel.

Each Party will assign personnel that are qualified to perform the tasks required of such Party under the T&C and is responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, each Party may determine the assignment of its personnel and its contractors.
The Vendor may engage subcontractors to provide or assist in providing the Services, in which case, the Vendor remains responsible for the fulfilment of its obligations under the T&C and for the performance of the Services.

#### 2. Materials Ownership and License.

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A Transaction Document will specify Materials to be delivered to the Purchaser and identify them as "**Purchaser Materials**," "**Vendor Materials**," or otherwise as both Parties agree. If not specified, Materials will be considered the Vendor's Materials.

The Purchaser will own the copyright in Materials created as part of a Service that are identified as "**Purchaser Materials**". The Purchaser grants the Vendor an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on Purchaser Materials.

The Vendor or its suppliers will own the copyright in Materials created as part of a Service transaction that is identified as "**Vendor Materials**". The Vendor grants the Purchaser an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within the Purchaser's Enterprise only) copies of the Vendor Materials. For the purposes of this paragraph only, "**Enterprise**" shall mean any legal entity (such as a corporation) and the subsidiaries it owns worldwide by more than fifty percent (50%).

The Vendor also has the right to prepare derivative works based on the Vendor Materials and to transfer the copyright to a third party.

The Vendor or its suppliers shall retain ownership of the copyright in any of the Vendor's or its suppliers' works that pre-exist or were developed outside of the T&C and any modifications or enhancements of such works that may be made under the T&C. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to the Purchaser, if any, or otherwise as the Vendor Materials.

Each Party agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

## 3. Purchaser Resources.

If the Purchaser is making available to the Vendor any facility, software, hardware or other resource in connection with the Vendor's performance of the Services, the Purchaser shall agree to obtain any licenses or approvals related to these resources that may be necessary for the Vendor to perform the Services and develop the Materials. The Vendor will be relieved of its obligations that are adversely affected by the Purchaser's failure to promptly obtain such licenses or approvals.

The Purchaser agrees to reimburse the Vendor for any reasonable costs and other amounts that the Vendor may incur from the Purchaser's failure to obtain these licenses or approvals. Unless otherwise agreed in a Transaction Document, the Purchaser is responsible for (i) any data and content of any database the Purchaser makes available to the Vendor in connection with a Service subject to these TOPPAN T&C; (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and (iii) backup and recovery of the database and any stored data.

## 4. Maintenance Coverage.

When the Purchaser orders maintenance and support Service for Hardware and Software, the Vendor will inform the Purchaser of the date on which the maintenance Service will begin. The Vendor may inspect the Hardware and Software within one (1) month following that date. If the Hardware and/or Software is not in an acceptable condition for Service, the Purchaser may have the Vendor restore it for a charge, or, the Purchaser may withdraw its request for maintenance and support Service. However, the Purchaser will be charged for any maintenance Service which the Vendor has performed at the Purchaser's request.

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## 5. Service Renewal.

Renewable Services can be renewed for a same length contract period by either Party provided that the requesting Party provides written notification at least one (1) month prior to the end of the current contract period.

## 6. Termination and Withdrawal of a Service.

Either Party may terminate a Service transaction if the other Party materially fails to meet its obligations concerning the Service.
The Purchaser may terminate a Service, on notice to the Vendor, provided that the Purchaser has met all the minimum requirements and paid any adjustment charges specified in the applicable Transaction Documents.

For a maintenance and support Service, the Purchaser may terminate such Service without an adjustment charge provided any of the following circumstances occur:

a) the Purchaser permanently removes the eligible Product, for which the Service is provided, from productive use within the Purchaser's Enterprise; or

b) the eligible location for which the Service is provided is no longer controlled by the Purchaser (for example, because of sale or closing of the Purchaser's facility); or

c) the Hardware or Software has been under maintenance Service for at least one (1) year and the Purchaser gives the Vendor one (1) month's written notice prior to terminating the maintenance and support Service.

The Purchaser agrees to pay the Vendor for:

i. all charges for Services the Vendor provides and any Products and Materials the Vendor delivers through Service termination; and

ii. reimbursable expenses the Vendor incurs through Service termination.

If the Purchaser terminates a Service without cause, the Purchaser also agrees to pay any applicable adjustment or termination charges and for expenses the Vendor incurs as a result of such termination (which the Vendor will take reasonable steps to mitigate).

The Vendor may withdraw a Service or support for an eligible Product on three (3) months' written notice to the Purchaser. If the Vendor withdraws a Service for which the Purchaser has prepaid, and the Vendor has not yet fully provided it to the Purchaser, the Vendor will give the Purchaser a prorated refund.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to any respective successors and assignees.