Software as a Service Agreement

This Software as a Service Agreement (hereinafter referred to as the "SaaS Agreement") is made and entered into by and between the following parties as of [date], [year] (the "Effective Date") in [city], the People's Republic of China:

[Name of client], a company incorporated in [city/country], duly organized and existing under the laws of [state/country], with a registered address at [address] (hereinafter referred to as "Customer")

and

Micro Benefits Limited, a company incorporated in Hong Kong, with a registered address at 11th Floor, Club Lusitano, 16 Ice House Street, Central, Hong Kong, the People's Republic of China (hereinafter referred to as "Provider").

1. Services

1.1 Set-Up Services

The Provider shall provide the Set-Up Services to the Customer in accordance with the terms and conditions set out in the **SaaS Order Form** (Appendix). The Provider shall use reasonable endeavors to ensure that the Set-Up Services are provided in accordance with the timetable set out in SaaS Order Form.

1.1.1 The Customer acknowledges that a delay in the Customer performing its obligations in this SaaS Agreement may result in a delay in the performance of the Set-Up Services.

1.1.2 Delays in the Customer performing its obligations related to the Set-Up Services shall in no way delay the Customer's payment obligations to the Provider.

1.2 Hosted Services

The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account upon the acceptance of the Hosted Services by the Customer, after Acceptance Tests have been completed and passed, or if not passed the Provider has corrected the issue within the Acceptance Period.

2. Acceptance Procedure

During the Acceptance Period, a period lasting no longer than 30 calendar days, the Customer shall carry out the Acceptance Tests. At the end of the Acceptance Period, if the Hosted Services have failed the Acceptance Tests ("Failure Notice"), the Customer shall email compliance@microbenefits.com specifying that the Hosted Services have failed the Acceptance Tests. If the Customer fails to give to the Provider a written Failure Notice before the end of each Acceptance Period, then the Hosted Services shall be deemed to have passed the Acceptance Tests.

3. Customer System

The Customer must provide to the Provider, or procure for the Provider, such access to the

Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this SaaS Agreement. The Customer shall ensure that during the term of this SaaS Agreement, the Customer Systems comply and continue to comply with the Provider's requirements, subject to any changes agreed in writing by the Provider.

4. Customer Data

4.1 Customer specifically warrants that it has sufficient rights, title and interests in and to any Customer Data, and the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

4.2 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement.

4.3 Customer gives the Provider and Provider's subcontracted third parties the right to use Customer Data (with no fees or charges payable by the Provider to the Customer) solely for the purposes of providing, promoting, developing and trying to improve the Hosted Services, including new Hosted Services that the Provider may provide in the future.

4.4 In order for the Hosted Services to function properly, Customer gives the Provider and Provider's subcontracted third parties permission to retain and continue to use Historical Customer Data after the Customer has stopped using the Hosted Services. The Customer also agrees that the Provider may need to disclose Customer Data and/or Historical Customer Data in order to enforce this SaaS Agreement, protect the rights, property or safety, or the rights, property or safety of the affiliate companies or other users of the Hosted Services; and may be unable to delete all Customer Data from the Hosted Services, since it may be a technical and administrative matter.

4.5 The Provider warrants to the Customer that:
(a) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of Customer Personal Data and against loss or corruption of Customer Personal Data;
(b) it will only process the Customer Personal Data for the purposes of performing its obligations and exercising its rights under this SaaS Agreement;
(c) it will process the Customer Personal Data in compliance with all applicable laws.

5. **Mobile App**

The parties acknowledge and agree that the use of the Provider's Mobile App is a critical part of the hosted services. Terms of use of the Mobile App shall be subject to conditions outlined in the End User License Agreement found in the Provider's Mobile App.

6. Subcontracting and Assignment

6.1 The Provider shall be able to subcontract any of its obligations under this SaaS Agreement without the prior written consent of the Customer. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

6.2 The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under this SaaS Agreement.

7. Intellectual Property Rights

7.1 Nothing in this SaaS Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider. Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set-Up Services by the Provider shall be the exclusive property of the Provider.

7.2 The Customer must not republish or redistribute any content or material from the Hosted Services that are provided by the Provider in a way that could constitute an infringement of the intellectual property rights of the Provider or any other third-party.

7.3 The Customer is prohibited from any effort to reverse engineer or decompile any software owned, operated, or provided by the Provider and is prohibited to use any software owned, operated, or provided by the Provider to create a similar product or service or assisting any third party in such efforts.

8. Confidentiality Obligations

8.1 Both parties (the Provider and the Customer) must:
(a) keep the other party's Confidential Information strictly confidential;
(b) not disclose the other party's Confidential Information to any person without that party's prior written consent, unless such Confidential Information has been authorized under the terms of the SaaS Agreement; and
(c) use the same degree of care to protect the confidentiality of all Confidential Information as they would to protect their own confidential information of a similar nature, being at least a reasonable degree of care.

8.2 Notwithstanding the above conditions, each party may disclose Confidential Information to its own officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

8.3 Either party shall not make this SaaS Agreement (including the content of the Appendix, **SaaS Order Form**) public without the prior written consent of the other party.

9. Charges and Payments

9.1 The Customer shall pay the Charges to the Provider in accordance with this SaaS Agreement and the SaaS Order Form. All amounts stated in or in relation to this SaaS Agreement are, unless the context requires otherwise, stated exclusive of any applicable taxes which will be added to those amounts and payable by the Customer to the Provider.

9.2 The Customer shall reimburse the Provider in respect of any Expenses. Within 15 Business

Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses.

9.3 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in the SaaS Order Form. The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this section. Unless otherwise agreed by the Provider in written, the Customer shall pay liquidated damages of 5‰ of the payment due per day to the Provider. In case there is any outstanding invoice not being paid within thirty (30) days from the invoice date, the Provider may suspend the Customer's use of the Services.

10. Term of Agreement

10.1 This SaaS Agreement shall come into force upon the Effective Date and shall continue in force for one year, and automatically continue to be extended for further one-year period each time, unless before the end of each period, either party gives no less than 30 days' written notice of its intention not to renew.

10.2 Either party may terminate this SaaS Agreement immediately by giving written notice of termination to the other party if:
(a) the other party commits a material breach of this SaaS Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 business days following the giving of a written notice to the other party requiring the breach to be remedied;
(b) the other party persistently breaches this SaaS Agreement (irrespective of whether such breaches collectively constitute a material breach).

11. Entire Agreement

11.1 The main body of this SaaS Agreement and the SaaS Order Form shall constitute the entire agreement between the parties in relation to the subject matter of this SaaS Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

11.2 In case of conflicting terms, the following order of precedence shall apply: (i) the terms of the SaaS Agreement (ii) The SaaS Subscription Order Form; (iii) any other document incorporated by reference.

12. Limitations of liability

12.1 The liability of each party to the other party under this SaaS Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under this SaaS Agreement in the 12-month period preceding the commencement of the event or events.

12.2 The aggregate liability under this SaaS Agreement shall not exceed total amount paid and payable by the Customer to the Provider under this SaaS Agreement.

13. Miscellaneous

13.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this SaaS Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

13.2 Either party shall not, without the prior written consent of the other party, either during the Term or within the period of 18 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the other party who has been involved in any way in the negotiation or performance of this SaaS Agreement.

13.3 The SaaS Agreement shall be governed by and construed in accordance with Laws and Regulations of Hong Kong, S.A.R.

13.4 In case of any dispute arising from this SaaS Agreement or its execution or its related orders, the Provider and the Customer will negotiate a settlement under the spirit of good business-relationship. Any disputes relating to this SaaS Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

13.5 The Provider may translate this SaaS Agreement into multiple languages, and in the event there is any difference between the English version and any other language version of this SaaS Agreement, the English version will apply (to the extent permitted by applicable law).

(Signing Page Only)

The parties have indicated their acceptance of this Agreement by executing it below.

IN WITNESS WHEREOF:

Micro benefits Limited   **[Company]**

_____   _____
Signature   Date   Signature
Date

_____   _____
                              Printed Name   Printed
Name

_____   _____
                              Title
Title

Appendix

SAAS ORDER FORM

Client Name	\<Client's Company\>	Effective Date	
Billing Contact		Billing Phone	
Billing Address		Billing Email	
Client Project Manager		PM Phone	
PM Email		Purchase Order #	
Pricing Level		Term	

I.   **Scope of Work**
II.   **Pricing & Payment**
III.   **Timetable**

Micro Benefits Limited

Print Name	BRYANT JAMES EGGETT
Title	PRESIDENT
Date	
Signature	

[Company Name]

Print Name	
Title	
Date	
Signature	