



**HONG KONG SCIENCE AND
TECHNOLOGY
PARKS CORPORATION**

The Service Terms and Conditions

of

Technology Support Centre

Definitions

ATE	Automatic Test Equipment (i.e. an equipment used for the production testing of integrated circuit product)
BSC	Biomedical Technology Support Centre
Burn-In Oven	Equipment used for integrated circuit product reliability testing
Client	A company or entity desirous of receiving the Services and which has been approved by HKSTP in writing and registered on the TSC Client list
Customer Services	The customer services representative of HKSTP
EDA	Electronic Design Automation; software tools used for schematics capture, layout, simulation and verification of the electronic or photonic design
Firewall	A network equipment or application whose core functions are to block hackers and any other unauthorized users from accessing a protected network
HKSP	Hong Kong Science Park, located at Shatin, New Territories, Hong Kong
HKSTP	Hong Kong Science and Technology Parks Corporation
IC	Integrated Circuits
ICDSC	Integrated Circuits Development Support Centre (which comprises the PTDC, Reliability Lab, and ICFAL), operated by HKSTP
IDS	Intrusion Detection System, a system that detects any intrusion from hackers or unauthorized users
ICFAL	IC Failure Analysis Laboratory operated by HKSTP
Intellectual Properties	Semiconductor topography rights, mask works rights, patents, copyrights, trademarks (including service marks), trade secrets, and design rights, whether registered or unregistered, and including any application for registration, issue, reissue, continuation, or reexamination, of any of the foregoing and all rights or forms of protection of a similar nature of having equivalent or similar effect to any of these, which may subsist anywhere in the world
Items	Any items used to provide the Services (including without limitation any computers, servers, equipment, tools, software, Intellectual Properties, and/or facilities)
NAT	Network Address Translator that is used to avoid address renumbering in a private network when topology outside the private network changes for variety of reasons

Optical Fibre Link	The optical fibre network that is in HKSP connected to the PTDC -EDA
Pass	An access card (issued by TSC) for a User to access into different restricted areas in TSC. The access right is restricted to the Services to be provided to the User
Premises	Any premises belonging to either HKSP or HKSTP from which the Services (as defined in clause 1) are provided (including without limitation the TSC)
Product	Any product or prototype incorporating semiconductor technology including without limitation semiconductor wafers, loose dice and packaged chips; and, any software, information and technology, and the permit or license thereof; and, use license or other intellectual property rights; and, as the case may be;
Product Engineering	IC products related engineering services in areas of cost, produce-ability, quality, performance, reliability and other factors.
PTDC	Probe and Test Development Centre operated by HKSTP
Quotation	Any written quotation for Services provided by HKSTP to the Client (including for the procurement of Products)
Reliability Lab	Reliability Laboratory operated by HKSTP
SiP	SiP Laboratory operated by HKSTP
TSC	Technology Support Centre (which comprises the, ICDSC, BSC, and SiP and RPL), operated by HKSTP
Terms of Procurement	The additional terms and conditions applicable to the procurement of Products, as appended to these terms and conditions
Test Development	Development of software and / or hardware for use in production testing
User	An authorized employee of a Client whose booking is confirmed and authorised by HKSTP to use Services under this Terms and Conditions Agreement
URL	Uniform Resource Locator of a website address
UUT	Unit Under Test
Visitor Badge	A badge issued by HKSTP to a person entering the Premises

Terms and Conditions

1. Services

- 1.1 Subject to other terms and conditions contained herein, HKSTP agrees to use reasonable efforts to make available to the Client the services and Items listed in Table 1 below, as well as procurement services for Products, (together, the “Services”):

Centre	Services	Remark
Probe and Test Development Centre & PTDC - EDA	Usage of ATE	Hiring production use tester for IC
	Usage of Test Development and Product Engineering Services	Design of test hardware and software for use on ATE for production or evaluation purpose.
	Usage of Mechanical Workshop Service	Design and fabrication of the mechanical parts
	Usage of EDA tools	IC Design EDA tools Sublicensing
Reliability Laboratory	Usage of Burn-In Oven	Hiring Burn-In Oven for burn-in test of the IC
	Usage of IC Product Qualification Service	Performing reliability tests that meet JEDEC, MIL-STD standard and etc.
IC Failure Analysis Laboratory	Usage of Electronic and Product Analysis Services	Performing failure analysis and product improvement tests, such as package decapsulation, electron microscope inspections, micro-probe electrical tests, and IC circuit editing, etc.
Biomedical Technology Support Centre	Usage of life science related analytical and supporting equipment	Performing assays or procedures in support of experimental studies in the area of life sciences.
SiP Laboratory	Equipment and services for IC System in Package support.	Equipment sharing for IC packaging R&D and small volume production of SiP (System in Package) packaging related services

- 1.2 Only Clients are eligible for booking or using any of the above Services.
- 1.3 The Client acknowledges that the Premises and all of the Items are, and shall at all times remain, the property of HKSTP and that the Client has no proprietary or other interest in any of the same. The Client shall have no right to license, sub-license or distribute any of the Items.

2. Client Bookings

2.1 Prior to the use of any Services, the Client shall make a booking for them in advance. Client shall contact Customer Services using the information provided at the following URL:

<http://www.hkstp.org>

2.2 HKSTP shall have the right to confirm or reject any booking in its discretion. If it accepts a booking then that booking and the Services provided under it shall be governed by the terms of these Terms and Conditions. By booking or receiving Services, whichever is the earlier, a Client and its Users: (i) are fully aware of these Terms and Conditions; (ii) agree to be bound fully and unconditionally by these Terms and Conditions; and (iii) renounce the use of their own purchase terms and conditions. FOR AVOIDANCE OF DOUBT, THESE TERMS AND CONDITIONS, TOGETHER WITH ANY QUOTATION PREPARED AND ACCEPTED BY HKSTP, SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS THAT APPEAR IN CLIENT'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN CLIENT'S ORDER.

2.3 Any confirmed booking of any Services is not transferable. Neither the Client nor its User(s) may at any time transfer (i) the Client's right to receive or use the Services under its confirmed booking nor (ii) any confirmed booking, to any other person or entity.

3. Orders for Products

3.1 In addition to the Services, HKSTP provides procurement services, on behalf of Clients, for the supply of Products, which may be in the form of technology product or prototype, software, information and technology, the permit or license thereof, and/or use license or other intellectual property rights, as the case may be.

3.2 Only Clients are eligible to place orders for the procurement of Products.

3.3 All orders for the procurement of Products are, in addition to these terms and conditions, subject to the Terms of Procurement. HKSTP may reject orders for the procurement of Products in its discretion.

4. Premises Regulations

- 4.1 The Client shall apply for and obtain a valid Pass and a Visitor Badge for each of its Users at the Customer Services administration desk of the Premises on the first day of the booking period of the Services. The Client shall, and shall procure that its Users, keep all Passes and Visitor Badges confidential and not share or disclose them with/to third parties.
- 4.2 Each User shall, and his/her respective Client shall procure each User to, wear the Visitor Badge at all times whenever the User is within or at the Premises.
- 4.3 Neither the Client nor its Users may access, or attempt to access, any Premises or part of the Premises that is not authorized per his/her or Client's approved application of the use of the Services. Each Client and its Users shall at all times comply with every direction given by HKSTP from time to time in respect of its/his/her access right in the Premises and/or its/his/her right to use or receive any Services in the Premises.
- 4.4 Whilst at or near any Premises the Client shall, and shall procure that its Users shall, comply, with all HKSTP Premises regulations provided to it, such compliance to be from the date that such regulations were provided to the Client.
- 4.5 Neither the Client nor its Users may decode or tamper or attempt to decode or tamper with any Pass or the content thereof.
- 4.6 The User shall, and the Client shall procure its Users shall, clean up the Premises provided as part of the Services after their use of them or following termination or expiry of the Services whichever is earlier, including the working space and Items (including their temporary disk storage). HKSTP shall not be liable for any loss of, or damage to, the Client's or User's data or content left in such working space after such times.
- 4.7 Upon the final day of the term of the Services, the User shall, and the Client shall procure each of its Users to, return all Passes and Visitor Badges (which have been issued to them during the term of the Services) to Customer Services.
- 4.8 If any User of the Client loses his/her Pass, the Client shall report this to the HKSTP immediately. The Client acknowledges that the Passes and Visitor Badges are property of HKSTP and the Client shall on demand pay HKSTP HK\$200 (for the loss of each Pass) and HK\$100 (for the loss of each Visitor Badge) as compensation for their replacement cost to HKSTP.

- 4.9 The User shall, and the Client shall procure each of its Users to, backup its/his/her data to minimize the risk of the loss of data by accident. HKSTP shall not be held responsible for any loss of, or damage to, the Client's or User's data or content in any circumstance. In addition, PTDC - EDA does not provide backup services for Users' design data. Users should therefore take their own steps to ensure adequate backup.
- 4.10 HKSTP may delete, wipe and destroy all temporary files, data, and printouts it may find on the Premises or the Items as soon as (a) the User returns the Pass, or (b) the Client ceases to have the right to access the Premises or Items on which such temporary files, data, and printouts are stored, whichever is earlier. HKSTP shall not be responsible for keeping or recovering any temporary file or any other data stored on the Premises, Items, TSC's workstations and/or server temporary directories. In no event shall HKSTP be held responsible for any loss of, or damage to, the Client's or User's temporary file or any other data stored on TSC's workstations and/or server temporary directories and/or the SAN in any circumstance.
- 4.11 HKSTP and its officers; servants and agents shall retain keys to the Premises and may exercise the right to use these keys and obtain free entry to the Premises at any time. The Client acknowledges and confirms that the Client does not have exclusive possession of the Premises and HKSTP shall always have the right to designate or redesignate alternative premises to the Client by giving seven (7) days prior written notice to the Client of its intention to do so.

5. Network Security

- 5.1 Neither Client nor its Users may connect or mount any devices (whether they are electronic or electrical devices) to any workstation or network in the Premises via any media without prior written authorization of HKSTP.
- 5.2 Neither Client nor its Users may upload or download any daemons, scripts, agents or application programs into the PTDC - EDA network (except specific ATE program and log data) via any linking or internet access without prior written authorization of HKSTP.
- 5.3 Subject to other terms and conditions herein under, a Client whose office is located at the HKSP may be permitted by HKSTP to have limited use of the Optical Fibre Link at

Client's own cost. HKSTP reserves the right, in its discretion to terminate, limit or expand the scope of use of the Optical Fibre Link by such Client from time to time.

5.4 Each of the Users and Clients of the Optical Fibre Link hereby represents and warrants to the HKSTP that their EDA networks are and shall at all times remain equipped with the appropriate equipment that can perform NAT and other functions to avoid address conflict between the network of TSC and that of the Users and Clients. The technical functionalities and specifications of the NAT equipment shall be subject to the written approval of HKSTP.

5.5 The Users and Clients shall not use the network in the TSC to publish, distribute, transmit or circulate any unsolicited information, message or content (whether they are for advertising or promotional purpose or otherwise) or any content that is illegal, misleading, obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence.

5.6 Each of the Clients shall not, and shall ensure that the Users shall not, attempt to perform any improper activities or non-business related activities in the network after the setup of the link or access to the TSC. These improper activities include but are not limited to:

- (a) remote shutdown the daemons of the servers in the TSC
- (b) port scanning
- (c) access to the restricted system

5.7 If the Client or any of its Users breach any of the sub-clauses in clause 5, HKSTP may terminate the Client's or its User's right to access or use any or all of the Services or the Items immediately on notice and the Client shall pay on demand HKSTP in full the booking fees and all other service fees and charges owed to HKSTP.

6. PTDC - EDA tools, Application Software and License File

6.1 Subject to other terms and conditions herein, the Client will be an authorized user of certain EDA tools and application software and the use of the EDA tools and the application software by the Client and its Users shall be subject to, (a) the terms and conditions of the relevant contract(s) entered into between HKSTP and its vendor(s)

of the EDA tools, (b) end user agreement and maintenance agreement from the vendor(s) of the EDA tools (if applicable), (c) any amendments made to such contract(s) and agreement(s) from time to time, and (d) each direction (if any) given by HKSTP from time to time. The Client agrees to comply with such contracts, agreements, terms and instructions and should refer to the terms and conditions posted on the HKSTP website from time to time as the latest version.

- 6.2 The Client and its Users shall access the license file in the PTDC - EDA via either the Optical Fibre Link., the access of the license file via the Internet in general is strictly forbidden. The EDA tools and the application software shall be executed within the HKSP only and nowhere else.
- 6.3 Prior to the use of any PTDC - EDA tools, the Users or Clients shall make a request via email at least 1 working day in advance of any proposed use.
- 6.4 Neither Client nor its Users may reverse-engineer, decode or tamper or attempt to reverse-engineer, decode or tamper with any license key stored in the license file or the EDA tools or the application software.
- 6.5 The Client hereby warrants and represents that neither it nor its Users shall do any act which infringes or would infringe any third party's intellectual property rights or other proprietary rights in connection with the Client's or User's use of the Services or the Items.
- 6.6 Notwithstanding any other legal rights or remedies that HKSTP may have, if the Client or any of its Users breaches any of clauses 6.1 to 6.5, then HKSTP may terminate the Client's and its User's right to access or use or receive any or all of the Services and Items by giving the Client a notice with immediate effect and the Client shall promptly pay HKSTP in full all service fees and charges owed to HKSTP for any term and terminated term.

7. Distributed Application Software

- 7.1 Neither Client nor its Users have any right to install any application software (which is distributed to them by HKSTP) into their computers unless the vendor(s) of such application software authorizes in writing the Client or its Users to do so in advance.

7.2 For any Client and its Users who have obtained such prior-authorization (as described in clause 7.1 and immediately upon the expiry of the hiring of such application software, the Client and its User(s) shall: (a) uninstall or delete, as HKSTP may request, all such application software from their computers, and (b) allow HKSTP to inspect their computers in order to verify their compliance with this clause.

7.3 Notwithstanding any other legal rights or remedies that HKSTP may have, if the Client or any of its Users breaches any of the sub-clauses in clause 7, HKSTP may terminate the Client's and its User's right to access or use any or all of the Services and the Items immediately on notice and the Client shall promptly pay HKSTP in full all service fees and charges owed to HKSTP for any term and terminated term.

8. Use of ATE, Burn-In Oven, Reliability Lab Equipment, and Instruments

8.1 The Client shall ensure that its Users of ATE, Burn-In Ovens, Reliability Lab equipment, and instruments are all qualified users, that have received formal and adequate training from the relevant vendor (as specified by HKSTP) or possess a recognized and relevant experience at the TSC. The Client shall be solely liable for any act of its Users on the ATE.

8.2 Remote access to tester - HKSTP shall not be liable for any loss of, or damage to, the Client's or User's data or content via the remote access to testers and any software, information and technology therein.

9. Test Development and Product Engineering Service

9.1 Further and without prejudice to other terms and conditions, this clause 9 applies specifically to Test Development and Product Engineering Service.

9.2 Unless otherwise specified in writing, the Client and the Users shall fully comply with the authorization requirements (as may be prescribed by HKSTP from time to time) to use the design of the hardware and program codes within pre-defined scope (as may be notified by HKSTP from time to time). Neither the Client nor the User shall be permitted to duplicate, publicize or use any of the aforementioned items beyond the pre-defined scope.

9.3 Each Client of the PTDC shall ensure that its Users who use the workstations are qualified users, who have received formal and adequate training and possess a recognized and relevant experience at the TSC. The Client shall be solely liable for any acts of its Users in relation to the use of the PTDC.

9.4 Unless otherwise specified in writing, the Client and the Users shall fully comply with the authorization requirements (as may be prescribed by HKSTP from time to time) in using the testing equipment.

10. IC Failure Analysis

10.1 Further and without prejudice to other terms and conditions, this clause 10 applies specifically to IC Failure Analysis.

10.2 Each Client of IC failure analysis lab equipment shall ensure that each User who uses the equipment is a qualified user, has received formal and adequate training and possess a recognized and relevant experience at the TSC. The Client shall be solely liable for any and all damages, including personal injury or damage to equipment of its Users, caused by the use of the equipment.

10.3 Neither the Client nor its Users is permitted to modify any equipment setup or system parameters of any equipment in the IC failure analysis laboratory without prior approval from HKSTP.

10.4 The Client shall obtain prior approval from HKSTP on use of any chemical or gas.

10.5 Test or analysis for IC failure analysis may be destructive or non-reversible after which the submitted sample may not be able to return to its original condition. Some examples of these tests are outlined in Table 2. The Client acknowledges that any sample after such destructive test or analysis may be destroyed during the testing or analyzing process and HKSTP shall not be liable for such destruction.

Table 2 : Examples of destructive or non-reversible process	
ESD	Backside Preparation
Latchup	Circuit Editing
Scanning Electron Microscope	Polishing
Laser Cutting	Film Coating
Layer Deprocessing	Package Decapsulation

11. Biomedical Technology Support Centre

11.1 Further and without prejudice to other terms and conditions, this clause 11 applies specifically to Biomedical Technology Support Centre.

11.2 Each Client of BSC shall ensure that each User who accesses or uses BSC facilities, is a qualified user, has successfully completed the related training requirement(s) and possesses relevant knowledge and job experience for the work to be performed in BSC. The Client shall be solely liable to its User and/or HKSTP for any and all loss and damages, including but not limited to personal injury, spillage, contamination or damage to equipment, caused by the use of BSC facilities by the Client and/or its User.

11.3 Neither the Client nor its Users is permitted to modify any equipment setup or system parameters of any equipment in the BSC without prior approval from HKSTP.

11.4 For accessing BSC, Users are required to provide true, accurate, complete, up-to-date, and non-misleading information and content related to their research or project activity in BSC. The provision of information and/or declaration of research or project activity includes but not limited to the detailed information of use of equipment, gases, chemical materials, biological materials, and radioactive materials. Users shall constantly declare any changes in the type and quantity of the declared or undeclared materials to be used in BSC. The declaration is to be assessed by the BSC laboratory manager. Users are not permitted to access BSC without the approval of the declaration from HKSTP. The Client shall procure and undertake that its Users shall strictly comply with the foregoing requirements.

11.5 Client and Users are jointly and severally responsible for ensuring the procedures to be performed in BSC are safe, carefully planned, and cause no nuisance or risk to other Users. Client and Users have the duty to adopt the best practices in preventing the occurrence of leakage, discharge, spillage, emission, or release of dangerous goods and/or hazardous materials in BSC. HKSTP reserves the right to seek damages from Client and Users jointly and severally for any contamination due to leakage, discharge, spillage, emission, or disposal of dangerous goods and/or hazardous substances caused by the Client and/or the Users.

- 11.6 Client and its Users working at the BSC must follow strictly the Rules of Conduct posted in the BSC premises. If any misconduct is observed or reported, any procedures, operation and testing to be performed or being performed by the Client and its Users in BSC will not be allowed immediately. Any potential harmful goods or materials must be removed by the Client and its Users immediately.
- 11.7 Client and Users are responsible to clean up all the equipment after use which includes the instruments, laboratory benches, glass wares, related facilities etc. Client and Users are also responsible for the disposal of any used or unused materials carried to BSC after use. Any waste materials and garbage must be disposed by the Client and Users in accordance with local and/or applicable regulations to prevent any potential contamination.
- 11.8 Experimental animals should not be brought to BSC and their related activities are not allowed in BSC.

12. Test Samples and the related Indemnity

- 12.1 To the maximum extent permitted by law HKSTP shall not be liable for any loss or damage caused to the test sample, prototype and IC pilot run during its test or analysis and where found liable HKSTP shall be liable only up to the declared value of the submitted items or a maximum of US\$100 whichever value is the lower.
- 12.2 Subject to clause 12.1, all test sample, prototype and IC pilot run shall be at the risk of the Client when the test sample, prototype and/or IC pilot run are outside the Premises or out of possession of HKSTP for delivery to the Client or any third party designated by the Client or other transportation purposes.
- 12.3 The Client further indemnifies HKSTP against any claim or proceeding that is made, threatened or commenced, and any liability, loss (including consequential loss), damage or expense (including legal costs on a full indemnity basis) that HKSTP suffers or incurs as a direct or indirect result of the damage or loss to the test samples on or during delivery for any reason(s) and of any access to, use, possession or re-supply of the test samples by the Client or any third party designated by the Client.

13. SiP Laboratory

13.1 Further and without prejudice to other terms and conditions, this clause 13 applies specifically to SiP Laboratory.

13.2 The Client shall ensure that its Users of SiP Laboratory are all qualified users, who have received formal and adequate training from the relevant vendor (as specified by HKSTP) or possess a recognized and relevant experience at the TSC. The Client shall be solely liable for any act of its Users in relation to the use of the SiP Laboratory.

13.3 Unless otherwise specified in writing, the Client and its Users shall fully comply with the authorization requirements (as may be prescribed by HKSTP from time to time) in using the SiP Laboratory equipment.

14. Cancellation of the Services

14.1 Any Services booking application submitted by the Client to HKSTP is not cancelable or revocable by the Client without advance written notice and subsequent written consent of HKSTP. Any deposit paid by the Client for any cancelled Services is non-refundable and HKSTP shall have the right to retain any deposit paid by the Client except if HKSTP considers the reasons given by the Client for such a cancellation to be adequate. Where agreed by the parties in certain circumstances any deposit paid for cancelled Services may be applied to subsequent bookings. If the deposit is insufficient to cover any sums that have already been incurred by HKSTP in relation to providing such cancelled Services then the Client shall promptly pay to HKSTP such additional amounts.

14.2 The minimum advance notice required by HKSTP from the Client for equipment bookings is as follows:-

Centre	Minimum Advance Notice (working day)
PTDC, Reliability Lab	1
ICFAL	1
BSC	1
SiP	1

Remarks: EDA tools cannot be cancelled for PTDC - EDA sub-licensing service

If the Client cancels any of its confirmed time bookings without serving the required advance notice to HKSTP or does not use the equipment during the booked time schedule, the Client shall pay HKSTP the full charges for the software and/or equipment reserved for the time slot or any lesser amount specified by HKSTP.

- 14.3 If HKSTP is unable to provide the Client with the Client's booked Services during the booked time, then HKSTP may cancel the booking by giving a written notice to Client without incurring any sum being payable to the Client or its Users by way of cancellation charge.

15. Termination of the Services

- 15.1 HKSTP may terminate the Client's and its Users' right to access or use any or all of the Services without any reason by giving the Client not less than 24 hours prior notice.

- 15.2 Upon any expiration or termination (howsoever caused) of the Client's access or use any or all of the Services, the Client and its Users shall comply with the exit procedure as notified by HKSTP and perform all other obligations as specified in other clauses herein. Such expiration or termination shall be without prejudice to the rights that may have accrued to HKSTP on the effective date of such expiration or termination.

- 15.3 Upon expiry or termination of the Services howsoever arising, the Client shall forthwith return the Items and vacate the Premises to HKSTP and remove all of its and its Users possessions from the Premises and shall reinstate the same at its own expense to their original state and condition (save and except normal fair, wear and tear, and inherent and structural defects) and shall be disallowed to have further access to or use of the Items and the Premises. HKSTP shall be entitled to dispose of any of the Client's or its Users' data, property or possessions remaining on the Items, or in the Premises after such period in such manner as HKSTP deems fit, without any liability whatsoever to Client, and to recover the expenses of such disposal from the Client. Secured Archive and Store service may be available upon request (subject to charges).

15.4 If the Client and/or its Users do not comply with Clause 15.3 upon expiry or termination of the Services then without prejudice to any other rights and remedies of HKSTP hereunder or otherwise, HKSTP reserves the right to charge, and the Client shall pay on demand, a service or licence fee at the prevailing market rate for the Items and/or Premises (which shall be determined by HKSTP in its absolute discretion) for the period from the day following the effective date of expiry or termination of the Services up to the date when the Client and/or its Users comply with Clause 15.3.

16. Fees

16.1 In consideration of the provision of the Services (including the procurement of Products), the Client shall pay to HKSTP the fees as detailed on the Quotations (as may be issued from time to time) in accordance with any prescribed timeframes detailed therein.

16.2 Unless otherwise specified, only a Client on the credit list of HKSTP shall be given 30 days credit and HKSTP has full discretion as to which Clients are on the credit list. HKSTP shall bill the Client for each booked service (and any other service relating to the booked Services) and for ordered Products accordingly. The Client shall settle the full invoice amount to HKSTP within 30 days from the date of such invoice.

16.3 HKSTP has the final discretion as to the credit terms / payment methods offered to each Client. For any service not included in Table 1, the billing / payment method shall be based on a separate written agreement between the Client and HKSTP and as may be detailed in any Quotation. Without prejudice to the foregoing, HKSTP shall have the right, in its discretion, to require upfront payment for any Products in full if the Client has on a previous occasion failed to make payment or has made a late payment, or if HKSTP otherwise has a reasonable basis to believe that the Client represents a credit risk.

16.4 All payments made by the Client to HKSTP shall be in accordance with the currency stated in the invoice without any deduction or set-off.

16.5 If the Client fails to pay any service fees or charges by their due date, all sums due will accrue interest at the highest rate interest rate permitted by law or 2 % per month, whichever is the lower. Such extended payment interest shall accrue on a daily basis

from the date following the day on which payment is due to be made and including the day that such payment is received by HKSTP. The Client shall pay such sums promptly on demand.

16.6 Without prejudice to clause 18.5 above, if the Client fails to pay any service fees or charges by their due date, HKSTP may (without incurring any liability) suspend or terminate all or any parts of the Services to the Client immediately on notice.

16.7 The Client shall be responsible for paying any taxes on the fees that may be payable from time to time and, in respect of all Products procured pursuant to these Terms and Conditions, shall be responsible for all applicable duties, imposts, levies, freight charges, insurance and delivery costs applicable to such procurement. The Client has the sole responsibility in respect of the procurement of insurance on all Products, including but not limited to test samples, prototype and IC pilot run, relating to the delivery thereof to the Client or any third party designated by the Client. In any event, HKSTP shall not have any liability whatsoever relating to any loss or damage to all Products, test samples, prototype, IC pilot run or any part(s) thereof due to or arising from the delivery thereof.

17. Force Majeure

If HKSTP's performance of this Agreement is prevented, restricted or interfered with by reason of system or network breakdown, fire, explosion, breakdown, strike, labour dispute, accident, lack of transportation, epidemic, cyclone, flood, earthquake, war, civil commotion, acts of God, blockade or embargo or any other acts whatsoever beyond the control of HKSTP, then HKSTP shall be excused from such performance to the extent of such prevention, restriction or interference.

18. Limitation of Liability

18.1 The Services will be provided on an "as is" basis. To the maximum extent permitted by law, HKSTP disclaims and excludes all conditions, warranties and representations whether express or implied as to: (a) title, fitness for a particular purpose, merchantability, availability, accuracy or standard of quality of the Services (or any part thereof), or HKSTP's Items, Premises, software, tools, equipment or facilities; (b) the results or data that may be obtained from the use of the Services, Items,

software, tools, equipment or facilities; or (c) that the Services, Items, software, tools or equipment will be uninterrupted, error free, virus free, reliable, secure or compatible with the Client's or its Users' software, tools or equipment.

- 18.2 To the maximum extent permitted by law, HKSTP disclaims all liabilities for Product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation,
- 18.3 To the maximum extent permitted by law, HKSTP disclaims any and all responsibility, risk, liability and damages arising out of death or personal injury resulting from assembly or operation of the Products.
- 18.4 To the maximum extent permitted by law, in no event will HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors, or contractors be liable to a Client or its Users or any other party for any consequential, special or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from (i) errors, mistakes, or inaccuracies of content, (ii) such persons access to, or use of, or inability to use the Services, Premises or Items, (iii) any unauthorized access to or use of the secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Services, or (v) any viruses, bugs, worms, Trojan horses, malware, or the like, which may be transmitted to or through the Services by any third party, whether based on contract, tort, negligence or any other legal theory, and whether or not HKSTP knows of the possibility of such damage or loss.
- 18.5 Any claim by the Client or its Users against HKSTP arising in connection with these Terms and Conditions herein shall be notified in writing to HKSTP within 3 months of the incident giving rise to such claim failing which the Client or User shall be deemed to have waived the Client's or User's rights in respect of such claim.
- 18.6 Subject to clause 20.5 the total liability of HKSTP and its employees and agents to a Client and its Users in respect of the Services shall not exceed the total service fees and charges paid by the Client to HKSTP for the Services for the immediately preceding 2 months prior to any incident (or, in case of a series of incidents arising from a common cause, immediately preceding the first of such incidents) giving rise to a claim (if any).

19. Repair Responsibility

19.1 The Client agrees that it shall not do anything which materially alters the look, condition or state of repair of the Premises.

19.2 The Client shall be responsible to meet the cost of repairing, reinstating or replacing any Premises, Item, tool, equipment or facility provided as part of the Services that (with the exception of fair wear and tear) is damaged, destroyed, stolen or removed during the Client's or its Users' use thereof.

20. Indemnities

20.1 The Client shall fully indemnify and hold HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors harmless against all actions, liabilities, costs, claims, losses, damage, proceedings, expenses (including without limitation, legal costs on an indemnity basis) suffered or incurred by HKSTP arising directly or indirectly in connection with (a) any breach or non-observance of any of these Terms and Conditions (including any breach of warranty), or (b) any negligent act or omission, or (c) any infringement of third parties' intellectual property rights or (d) any personal injury or death or property damage caused by the content provided, or (e) any violation of applicable laws or regulations, by the Client or any of its Users.

20.2 The Client acknowledges that any and all information the Client and/or its Users provided to HKSTP will be collected and may be used for the purposes of meeting any legal, governmental or regulatory requirements in Hong Kong or any other applicable jurisdiction, including disclosure or notification requirements. The Client shall indemnify and hold HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors harmless from and against any and all liabilities, damages, costs and expenses, including the legal fees incurred by HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors in responding to such legal, governmental or regulatory requirements.

21. Change of Terms and Conditions

21.1 HKSTP reserves the right at any time to amend or supplement to any of (a) these Terms and Conditions; or (b) the published fees of the Services; or (c) its policies and procedures. Client should refer to the Terms and Conditions posted on HKSTP's website (URL address: <http://www.hkstp.org> for the latest and most up-to-date version.

22. Intellectual Property and Confidential Information

22.1 Unless otherwise agreed in writing the ownership of all Intellectual Properties (including without limitation all copyright, design rights, trade secrets, confidential information, trade marks, patents, rights in logos, rights in software and rights in databases whether registered or unregistered and in whatever part of the world) in the Premises, Items, hardware, components, test methodology, program codes, user interface and other items developed by or for HKSTP belong to HKSTP, or belong to its vendors, suppliers or licensors, as the case may be. The Client hereby, and procures that it shall ensure that its Users also hereby, irrevocably and unconditionally waives any right or claim that it may have (now or in the future) to the Intellectual Properties.

22.2 HKSTP would not guarantee that the laboratory equipment furnished in any laboratory will not infringe upon any valid patent, copyright or trademark or other property rights of a third party and that HKSTP will not defend any and all actions, suits or claims charging such infringement and will not indemnify and save harmless to its customers, both as to damages and costs (including legal fees and disbursements) in case of any such infringement or alleged infringement of third party property rights, covering and pertaining to the laboratory equipment furnished in connection with the Services. The term third party property rights includes, but is not limited to, patents, trademarks, copyrights, rights in data and trade secrets.

22.3 The Client shall not, and shall ensure that its Users shall not, disclose to any third party any confidential information of HKSTP or its other Clients or Users which is disclosed or otherwise made available, directly or indirectly, to them in connection with the Services or these Terms and Conditions, except where the disclosure is required by law or any governmental authority. For the purposes of this provision, confidential information means all technical information, business information, know-how and other commercially valuable information (whether in unrecorded or recorded form, and whether consisting of, or comprised in, documents, software, equipment or other materials) relating to the Services, the Premises, the Items or HKSTP.

23. Tax Provisions

23.1 Unless otherwise stated in the specific Quotation, all fees are in Hong Kong dollars and all fees shall be exclusive of any applicable duties, value added tax, goods and services tax, business tax and similar taxes and levies.

23.2 The Client shall comply with all relevant tax laws and regulations in respect of the performance of its obligations under the Quotation and the agreement relating thereto. All taxes arising from or as a result of the Quotation and/or such agreement (save and except the business and/or profit tax chargeable by Hong Kong SAR Government upon HKSTP, if any) shall be borne by the Client,

23.3 If the Client is required by the laws of the People's Republic of China to withhold business tax or similar taxes or corporate profits tax, the Client shall inform HKSTP in advance and negotiate with HKSTP in good faith the fees after withholding tax. The Client shall bear all taxes other than or above the percentage of withholding tax included in the fees and produce to HKSTP official tax receipt after two months after due remittance. The Client shall apply for tax exemption, where available; and the Client shall produce to HKSTP official adjusted or exempted tax certificate accordingly. The Client shall hold HKSTP harmless from and against such taxes.

24. Miscellaneous

24.1 These Terms and Conditions are personal to the Client. The Client shall not assign, transfer, novate sublicense or otherwise dispose of any of Services or the Items or any part thereof or its rights and obligations under these Terms and Conditions whether wholly or partially except with the prior written consent of HKSTP. HKSTP shall be permitted to assign, transfer, novate, sublicense or otherwise dispose of its rights and obligations, under these Terms and Conditions, or any part thereof to any third party on notice to the Client.

24.2 Nothing in these Terms and Conditions shall be deemed to constitute or create a partnership, landlord and tenant relationship, principal-agent relationship or employer-employee relationship between HKSTP and the Client or its Users.

- 24.3 No failure or delay by HKSTP to exercise any right, power or remedy under these Terms and Conditions shall operate as a waiver thereof nor shall any single or partial exercise by HKSTP of any right, power or remedy.
- 24.4 If any part of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain in full force apart from such part which shall be deemed invalid, unenforceable or illegal.
- 24.5 Clause headings are for ease of reference only and shall not affect their interpretation.
- 24.6 These Terms and Conditions shall be governed by the laws of Hong Kong SAR.
- 24.7 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions or the Services, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be a panel of three arbitrators. The language of the arbitration shall be English.
- 24.8 These Terms and Conditions, together with any Quotation, shall constitute the entire understanding between HKSTP and the Client and its Users in respect of the Services, supersedes all prior representations, writings, negotiations or understandings with respect hereto and, except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied other than as set out in these Terms and Conditions and the Quotation.

Appendix

Terms of Procurement for Products

These Terms of Procurement apply to all orders placed by Clients with HKSTP for the supply of Products.

1. SUPPLY OF PRODUCTS

1.1 The Client acknowledges that all Products supplied by HKSTP will be procured directly from one or more of HKSTP's third party suppliers ("**Third Party Supplier**").

1.2 The supply of Products is subject to availability and the Client acknowledges that HKSTP does not (and cannot) guarantee that any Product ordered pursuant to these Terms of Procurement will be supplied by the Third Party Supplier:

(a) in the quantities; or

(b) within the timeframes,

requested in any accepted purchase order.

2. CANCELLATION AND RESCHEDULING OF ORDERS BY CLIENT

2.1 The Client may, by giving HKSTP written notice, cancel or reschedule any purchase order subject to the payment of any cancellation or rescheduling charges which the Third Party Supplier may from time to time impose on the cancellation or rescheduling of such purchase orders.

2.2 HKSTP will, in accepting any purchase order, notify the Client of the cancellation and rescheduling charges applicable to the cancelling or rescheduling of the purchase order and thereafter will notify the Client of any changes to the cancellation and rescheduling charges as soon as reasonably practicable after the effective date of such changes and in any event on receiving any cancellation or rescheduling request from the Client.

3. CANCELLATION AND RESCHEDULING BY HKSTP OR THIRD PARTY SUPPLIER

3.1 The Client acknowledges that the Third Party Supplier's ability to supply Products ordered pursuant to these Terms of Procurement may from time to time become constrained, in which case the Third Party Supplier may:

(a) elect to reduce the quantity of the Products to be supplied; and/or

(b) elect to delay deliveries of the Products to be supplied.

3.2 HKSTP shall promptly notify the Client of any reduction in quantity or delay in deliveries of Products by the Third Party Supplier under clause 3.1 promptly on receiving notice of the same from the Third Party Supplier.

3.3 Any reduction in quantities or delay in deliveries of Products pursuant to clause 3.1 shall not otherwise affect the provisions of these Terms of Procurement or the relevant purchase order and the Client shall not have any claim or remedy against HKSTP or the Third Party Supplier for any such reduction or delay. Without prejudice to the foregoing, the Client shall not have the right to cancel or reschedule a purchase order in the event of any reduction in quantities or delay in deliveries of Products except in accordance with clause 2.1.

3.4 Notwithstanding anything to the contrary, HKSTP shall have right to immediately cancel any purchase order and terminate any agreements relating thereto without cause. In such event, HKSTP and its Third Party Supplier shall be entitled to treat any or all outstanding purchase orders as if cancelled by the Client and the Client shall pay (i) any applicable cancellation charges which the Third Party Supplier may from time to time adopt; and (ii) any outstanding invoices. Monies owing HKSTP and/or the Third Party Supplier will become immediately due and payable.

4. TITLE AND RISK

4.1 Title and risk in all Products supplied pursuant to these Terms of Procurement passes to the Client in accordance with the terms of the Third Party Supplier. If the Third Party Supplier's terms of supply do not stipulate when title and/or risk in the Products passes to the Client, then the Products shall be deemed to be supplied FCA. Notwithstanding the foregoing, if the Products supplied are (i) in the form of software or Intellectual Properties; (ii) information or technology in which no transfer or

assignment of ownership is provided and agreed by the Third Party Supplier; or (iii) restricted to licence or permission thereof, the title of such Products shall not pass to the Client; save and except for the Intellectual Properties in the foregoing item (i), the title of such Intellectual Properties supplied shall pass to the Client if and only if such pass does not breach any Third Party Supplier's terms of supply and it is expressly and mutually agreed by HKSTP and the Client in the purchase order that the ownership of such Intellectual Properties supplied shall pass to the Client.

- 4.2 For avoidance of doubt, the risk in all Products supplied, including test samples, prototype and IC pilot run, pursuant to these Terms of Procurement passes to the Client once the Products are outside the Premises or out of possession of HKSTP for delivery to the Client or any third party designated by the Client or other transportation purposes.

5. **TRADE MARKS**

- 5.1 The Client shall have no right to use the trade marks or trade names of HKSTP or the Third Party Supplier, directly or indirectly, in connection with any Product supplied pursuant to these Terms of Procurement except where HKSTP or the Third Party Supplier (as the case may be) has given its prior written approval. Without prejudice to the foregoing, the Client shall have obligation to put on, keep and use the trademarks or trade names of HKSTP or the Third Party Supplier in connection with such Product supplied and the design and creation of integrated circuit and other products incorporating or using such Product, at the request of HKSTP or the Third Party Supplier.

6. **LICENCE OF SOFTWARE, INTELLECTUAL PROPERTIES AND TECHNOLOGY**

For the procurement of licence or permission to access, use or incorporate software, Intellectual Properties or technology, the Client agrees to the following:

- (a) install, access and use the Products at the site allowed by the Third Party Supplier;
- (b) not to use such Products for any purpose nor in any manner not authorised by the Third Party Supplier;

- (c) not to allow access to or use of such Products by any of its Users or third party not duly approved by HKSTP;
- (d) not to sub-licence or distribute any of such Products, save and except otherwise expressly stipulated in the purchase order countersigned by HKSTP;
- (e) to return, or destroys at the instruction of HKSTP, such Products, all copies thereof and all confidential information containing or relating to such Products upon termination of the licence or permission;
- (f) to maintain in confidence all confidential information relating to such Products and of HKSTP and the Third Party Supplier and to prevent unauthorised disclosure and use of such information for indefinite term;
- (g) in the event the Client will engage a third party (such engagement may only be allowable if there may be express provisions under the relevant Quotation and/or subsequent documents, to communicate to such third party the confidential obligations and the license terms the Client and/or that third party is subject to; and, to further procure the due compliance of such confidential obligations and such license terms by such third party;
- (h) not to modify or reverse engineer such Products; and
- (i) to abide by further terms and conditions in the Statement of Work between HKSTP and the Client in the prescribed form as set by HKSTP absolutely governing the procurement of such Products.

7. **EXCLUSION OF WARRANTIES**

7.1 Subject to clause 7.2, any condition or warranty which would otherwise be implied in these Terms of Procurement is hereby excluded.

7.2 Where legislation implies in these Terms of Procurement any condition or warranty, and that legislation avoids or prohibits in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these Terms of Procurement. However,

subject to clause 7.4, the liability of HKSTP for any breach of such condition or warranty shall be limited, at the option of HKSTP, to one or more of the following:

- (a) If the breach relates to the Products supplied pursuant to these Terms of Procurement:
 - (i) the replacement of the Products or the supply of equivalent products;
 - (ii) the repair of such Products;
 - (iii) the payment of the cost of having the Products repaired; and
- (b) If the breach relates to any services performed in relation to the supply of the Products pursuant to these Terms of Procurement:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

7.3 Without limitation, HKSTP provides no warranties or representations with regard to the non-infringement of third parties' intellectual property rights in the possession or use of the Products.

7.4 If the Client claims that any Product does not confirm to the warranties herein, the Client shall notify HKSTP and the Third Party Supplier in writing of such claim within timeframe stipulated by HKSTP or the Third Party Supplier, whichever is the earlier. Such written notice shall identify the defect(s). The Client shall follow the Third Party Supplier's Return Materials Authorisation instructions or the like. HKSTP and the Third Party Supplier do not warrant uninterrupted or error free operation of the Products or the correction of any or all defects.

8. **LIABILITY OF HKSTP**

8.1 To the extent permitted by applicable laws, HKSTP shall be under no liability to the Client in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly as a result of its possession, use or re-supply of any Product supplied pursuant to these Terms of Procurement or in respect of a failure or omission on the party of HKSTP to comply with its obligations under these Terms of Procurement. For avoidance of doubt,

HKSTP shall be under no liability to the Client or any third party in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly as a result of the delivery of the Products, including but not limited to test samples and IC pilot run, whether or not such delivery is arranged by HKSTP or any party.

8.2 Without prejudice to clause 8.1, HKSTP shall not be liable in any event for:

- (a) any third party claims against the Client for damages (including any claim that the possession or use of the Products supplied pursuant to these Terms of Procurement by the Client, or any person to whom the Client has re-supplied such Products, infringes the intellectual property rights of any third party);
- (b) any special, incidental, punitive or indirect damages or for any economic consequential damages (including lost opportunities, profits and savings) even if HKSTP is informed of their possibility;
- (c) Products supplied pursuant to these Terms of Procurement which do not conform with any non-excludable warranty implied by legislation pursuant to clause 7.2; resulting from:
 - (i) accident, abuse, misuse, negligence, modification, or improper maintenance on the part of the Client or any third party;
 - (ii) damage or loss to the Products on or during delivery, whether or not such delivery is made by HKSTP, the Client or any third party; or any transportation companies arranged by HKSTP, the Client or any third party;
 - (iii) failure caused by a product or service not provided by HKSTP; or
 - (iv) use or storage other than in accordance with the operating environment specified by HKSTP or the Third Party Supplier;
- (d) any delay in delivery of the Products however caused; or
- (e) any loss or damages to the Products as a result of improper packing or improper preventive measures for delivery.

- 8.3 Subject to clause 8.4, the Client warrants that it has not relied on any representation made by HKSTP or the Third Party Supplier which has not been stated expressly in these Terms of Procurement or any purchase order, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by HKSTP or the Third Party Supplier.
- 8.4 The Client acknowledges that to the extent that HKSTP has made any representation which is not otherwise expressly stated in these Terms of Procurement or any accepted purchase order, the Client has been provided with an opportunity to independently verify the accuracy of that representation.
- 8.5 Without prejudice to clauses 8.1 and 8.2, HKSTP shall deliver to the Client the missing Products within reasonable time in case of delivery of incomplete or incorrect Products, provided that a written notice by the Client of such delivery with details shall reach HKSTP within 2 working days of such delivery. The Client acknowledges that the foregoing shall be the only liability of HKSTP in respect of delivery of the Products.

9. **CLIENT WARRANTIES AND UNDERTAKINGS**

- 9.1 In submitting a purchase order with HKSTP for the supply of the Products, the Client warrants and undertakes to HKSTP:
- (a) any and all part, specification, design, document, report, data or the like which is owned by or licensed to the Client or which the Client provides or delivers to HKSTP pursuant to these in connection with the placement of any purchase order do not infringe the intellectual property rights of any third party; and the Client shall have obtained all permissions, licenses, and consents necessary for the Client to use any third party intellectual properties, as the case may be, and the Client shall provide HKSTP proof of such permissions, licenses, and consents.
 - (b) that it will comply with all applicable international trade laws, regulations, rules, orders and policies relating or relevant to the Products supplied pursuant to these Terms of Procurement;
 - (c) that it is not any of, and that it will not re-export or re-supply Products order pursuant to these Terms of Procurement to any of:(i) a government of any

country in respect of which the Hong Kong government has invoked trade sanctions or restrictions pursuant to the Hong Kong Import and Export Ordinance (or any Regulations enacted there under) ("**Restricted Country**"); (ii) a company incorporated in, or having an affiliate incorporated in, any Restricted Country; (iii) a national of any Restricted Country; or (iv) a military end user;

(d) that it will not use the Products in connection with, or re-export or re-supply the Products for use in connection with, any products or applications to which prohibitions or restrictions apply under the Hong Kong Import and Export (Strategic Commodities) Regulations;

(e) that it will not use, or re-export or re-supply for use, any Products supplied pursuant to these Terms of Procurement in any applications where it is reasonably foreseeable that the failure of such Products as used in such applications would lead to death, bodily injury or catastrophic property damage including without limitation certain uses in nuclear facilities, air traffic control, weapon systems, direct life support machines, aeronautical or automotive applications.

9.2 The Client further undertakes to HKSTP that if HKSTP or any of the Third Party Suppliers, is required by law to respond to any formal discovery request involving the Products, including but not limited to their design, specification or manufacturing process, the Client shall upon the request of HKSTP immediately provide to HKSTP or any of the Third Party Suppliers, all the information of the Products and HKSTP may provide such information of the Products and the information of the Client to any of the Third Party Suppliers or a third party who has made the discovery request. The Client shall indemnify and hold HKSTP and the Third Party Suppliers harmless from and against any and all liabilities, damages, costs and expenses, including the legal fees incurred by HKSTP and the Third Party Suppliers in responding to such discovery request.

10. **INDEMNITY**

10.1 The Client shall indemnify HKSTP against any claim or proceeding that is made, threatened or commenced, and any liability, loss (including consequential loss),

damage or expense (including legal costs on a full indemnity basis) that HKSTP suffers or incurs as a direct or indirect result of the damage or loss to the Products, including but not limited to test samples, prototype and IC pilot run, on or during delivery for any reason(s) and the Client's access to, use, possession or re-supply of the Products including without limitation for a breach of any of the warranties and undertakings given by the Client under clause 9.1.

- 10.2 The Client shall indemnify and hold HKSTP and the Third Party Suppliers harmless from and against any third party claims, allegations or proceedings that are made, threatened or commenced, and any liability, loss (including consequential loss), damage or expense (including legal costs on a full indemnity basis) that HKSTP and/or the Third Party Suppliers suffers or incurs as a direct or indirect result of such claims, allegations or proceedings that the design and/or specifications of any products conceived or developed by the Client, or that the manufacturing process conceived, developed or owned by the Client or a third party designated by the Client to fabricate the aforesaid products infringing any third party intellectual property rights; the aforesaid products shall include but not limited to the Products.
- 10.3 The Client shall indemnify and hold HKSTP and the Third Party Suppliers harmless from and against any liability, loss (including consequential loss), damage or expense (including legal costs on a full indemnity basis) resulting from any third party claims, allegations or proceedings of infringement of any third party intellectual property rights or unfair competition arising from i) HKSTP's and/or the Third Party Suppliers' use, distribution or other transfer of any part, specification, design, document, report, data or the like provided by the Client; and/or ii) HKSTP's and/or the Third Party Suppliers' manufacture of any product (including but not limited to Products) which contains, or is otherwise manufactured in accordance with or based upon any part, specification, design, document, report, data or the like provided by the Client.
- 10.4 The Client shall indemnify and hold HKSTP and the Third Party Suppliers harmless from and against any liability, loss (including consequential loss), damage or expense (including legal costs on a full indemnity basis) resulting from any unauthorised disclosure and use of all confidential information relating to the Products and/or any breach of obligations of the Client in clause 6, including but not limited to duty of confidentiality.

11. **DISPUTE RESOLUTION**

- 11.1 These Terms of Procurement shall be governed by the laws of Hong Kong SAR.
- 11.2 Any dispute, controversy or claim arising out of or relating to these Terms of Procurement or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause.
- 11.3 The appointing authority shall be Hong Kong International Arbitration Centre ("**HKIAC**").
- 11.4 The place of arbitration shall be in Hong Kong at HKIAC.
- 11.5 There shall be a panel of three arbitrators.
- 11.6 The language of the arbitration shall be English.

12. **PRIORITY**

- 12.1 If there is any inconsistency between the provisions of these Terms of Procurement and the provisions of the Service Terms and Conditions of Technology Support Centre, the provisions of the Terms of Procurement shall prevail to the extent of any such inconsistency.