SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is a binding agreement between Licensee and SAP Hong Kong Co. Ltd., a Hong Kong corporation, with its principal place of business at Suite 1111-4, 11/F Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong ("SAP") for the purchase of software licenses and/or services. This Agreement contains three parts: this Software License Agreement, the applicable on-line schedules referenced herein, and the signed Order Schedule. All three parts are integral to this Agreement. Licensee agrees that the on-line schedules may be updated by Licensor from time to time without notice to Licensee, but no change will apply to Licensee retroactively.

1. DEFINITIONS.

1.1 "Affiliate" means a corporation in the Territory of which Licensee owns more than fifty percent of the voting securities. This entity will be considered an Affiliate for only such time as such equity interest is maintained.

1.2 "Business Partner" means an entity that requires access to the Software in connection with the operation of Licensee's and authorised Affiliates' business, such as customers, distributors and suppliers.

1.3 "Documentation" means SAP's documentation which is delivered to Licensee under this Agreement.

1.4 "Modification" means a change to the Software that changes the delivered source code or an enhancement to the Software that is made using SAP tools or utilising or incorporating SAP Proprietary Information.

1.5 "Named Users" means any combination of users licensed under this Agreement.

1.6 "Proprietary Information" means: (i) with respect to SAP and SAP AG (the licensor of SAP AG Proprietary Information to SAP), the Software and Documentation, any other third-party software licensed with or as part of the Software, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the Software and (iii) information reasonably identifiable as the confidential and proprietary information of SAP or Licensee or their licensors excluding any part of the SAP or Licensee Proprietary Information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.7 "Software" means (i) all software specified in agreed upon Order Schedules hereto, developed by or for SAP and/or its affiliated entities and delivered to Licensee hereunder; (ii) any new releases thereof made generally available pursuant to Enterprise Support; and (iii) any complete or partial copies of any of the foregoing.

1.8 "Territory" means Hong Kong.

1.9 "Use" means to directly or indirectly activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

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2.1 License.

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2.2 Affiliate Use. An Affiliate may Use the Software provided that: (i) the Affiliate executes SAP's standard Affiliate Use Agreement; and (ii) a breach of such Affiliate Use Agreement by Affiliate shall be considered a breach by Licensee hereunder. Notwithstanding the aforesaid, if the Affiliate has a separate agreement for SAP software licenses and/or support services, such Affiliate shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2.3 Business Partner Access. Business Partner may have screen access to the Software provided: (i) Licensee accepts responsibility for the acts or omissions of such Business Partners as if they were Licensee's acts or omissions; (ii) Licensee shall indemnify SAP, its officers, employees, agents and subcontractors, from and against all claims, liabilities, losses, damages, judgments, awards and costs (including reasonable legal fees and expenses) suffered by SAP arising from breach of this Agreement by any such Business Partner as if effected by Licensee.

3. VERIFICATION. SAP shall be permitted to audit (at least once annually and in accordance with SAP standard procedures) the usage of the SAP Proprietary Information. In the event an audit reveals that Licensee underpaid License Fees and/or Enterprise Support Fees to SAP, Licensee shall pay such underpaid fees based on SAP's list of prices and conditions in effect at the time of the audit.

4. PRICE AND PAYMENT.

4.1 License Fees. Licensee shall pay to SAP license fees for the Software and Enterprise Support fees on the terms in Order Schedules hereto. Any fees not paid when due shall accrue interest at the rate of 3% above the HIBOR (Hong Kong Inter-Bank Lending Rate) applicable per annum until the date of payment, but not to exceed the maximum amount as allowed by law. Enterprise Support Services are provided as set forth in the applicable schedule found at the SAP licenses web site (http://www.sap.com/company/licenses).

4.2 Taxes. Fees and other charges described in this Agreement, or in SAP's most recent list of prices and conditions, do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP.

5. TERM.

5.1. Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth above and shall continue in effect thereafter unless terminated upon the earliest to occur of the following: (i) thirty days after Licensee gives SAP written notice of Licensee's desire to terminate this Agreement, for any reason, but only after payment of all License and Enterprise Support Fees then due and owing; (ii) thirty days after SAP gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6 or 10, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; (iii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Affiliates and Business Partners shall immediately cease Use of all SAP Proprietary Information. Within thirty (30) days after any termination, Licensee shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. Licensee agrees to certify in writing to SAP that it and each of its Affiliates and Business Partners has performed the foregoing. Sections 3, 4, 6, 7.2, 8, 9, 11.4, 11.5 and 11.6 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

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9.2 Not Responsible. SAP will not be responsible under this Agreement (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect is caused by Licensee, a Modification, third-party software, or third party database. SAP AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

9.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF PROPRIETARY INFORMATION, UNDER NO CIRCUMSTANCES SHALL SAP, ITS LICENSORS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

9.4 Severability of Actions. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to its affiliates.

11. GENERAL PROVISIONS.

11.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

11.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

11.4 Export Control Notice. The Software, Documentation and Proprietary Information are being released or transferred to Licensee in Hong Kong. The Software, Documentation and Proprietary Information are subject to applicable local and foreign export control laws. Licensee acknowledges its obligation to ensure that its exports of the SAP Proprietary Information from Hong Kong are in compliance with the U.S. and German export control laws as well as other applicable export control laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the Territory as well as foreign countries with respect to the use of the Proprietary Information by Licensee and/or its Affiliates within or outside of Hong Kong. Licensee agrees that it will not submit the Software to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP.

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11.5 Confidential Terms and Conditions. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or as part of SAP's marketing efforts.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without reference to its conflicts of law principles. Licensee consents to the jurisdiction of any court sitting in Hong Kong for all claims, suits, or actions arising under this Agreement (including claims for payments due hereunder) or in connection with Licensee's use or possession of the Software and SAP Proprietary Information. The provisions of this Subsection 11.6 shall survive the termination or

expiration of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

11.7 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth above.

11.8 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

11.9 Entire Agreement. This Agreement and each Schedule and Order Schedule hereto constitute the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by, this Agreement. This Agreement may be modified only by a writing signed by authorised representatives of both parties. Account executives, sales people or consultants are not authorised representatives. This Agreement and each Order Schedule hereto shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP.