

Femas HR Cloud Service Subscription Agreement

Welcome to use the Femas HR cloud service. This Agreement stipulates how you access and use our services.

If you sign up for a free trial of our services, this Agreement also applies to such free trial.

If you accept this Agreement by clicking the button of acceptance or using an application form that takes reference to this Agreement, you shall be deemed to have agreed to this Agreement. If you do not agree to the terms of this Agreement, please do not accept this Agreement and use the services. If you are a direct competitor of ours, you may not use the services without our written consent. In addition, you may not be able to use the services if you intend to monitor the effectiveness, performance, functions, evaluation and other competitive activities of the services.

This Agreement was last updated on May 19, 2026 and shall be effective on the date you agree to this Agreement.

History of Revision:

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| Jul. 11, 2012 | Contents of the Agreement came into effect |
| Oct. 1, 2014 | Added instructions for quarterly payment and annual payment (Section 5.1) |
| Oct. 6, 2014 | Minor revision to texts of Sections 8.2 and 9.2 |
| Jun. 7, 2016 | Added supplementary instructions on the use of lease contracts in Section 10.2, and added further instructions in Section 9.2 |
| May 1, 2021 | With reference to customer suggestions and the spirit of laws and regulations to revised the instruction on “Your Data in Article 1, added instructions on basic and upgraded supports as well as certain terms in Section 4.1, revised the instructions on number of subscriptions in Section 5.1, added instructions on payment information in Section 5.2, revised the instructions on disabling of services in Section 5.4, added the instructions on effect of articles in Sections 6.2 and 6.4, enhanced the instructions on protection of confidential information and added the instructions on effect of articles in Section 7.2, revised the instructions on mandatory protection of confidential information in Section 7.3, revised the wording in Section 8.2, added further instructions of articles in Section 9.2, added instructions on procurement documents in Section 10.2, and revised the wording in Article 11 and Sections 12.3 and 12.5. |
| Aug. 4, 2022 | Adjusted the website link in Section 5.1. |
| May 19, 2026 | Revised the wording in Section 3.3, added Section 4.4 Security Incident Notification, and revised the explanation of data return in Section 10.4. |

1. Definitions

Paid Services refer to services purchased by You through Order Forms, which shall be distinct from Free Trial Services.

Services refer to Femas HR Services provided by the Company.

User refers to the individual You authorize to use the subscribed services and who has provided You with an account and passwords, and may include, but are not limited to, your employees, consultants, contractors and agents, and any third parties with whom you have business interaction with.

User Guide refers to the online services guide.

We refer to Fonsen Technology Corp., Ltd **You** refers to the company, affiliates or other entities on whose behalf you accept this Agreement.

Your Data refers to all data You submit to the services.

2. Free Trial Services

If we provide the Free Trial Services and You apply for such services, we shall allow You to use the services for free until (a) the expiry of the Free Trial Services period or (b) the starting date of the Paid Services you paid for. Additional trial terms shall appear on the free trial registration web page. Any additional terms and conditions shall be incorporated into and mutually binding on this Agreement.

Any information You provide the Services during the trial period, or the services customized for You or by yourself shall be deleted permanently after the trial expires unless You pay to subscribe to the same services, or purchase the upgraded serviced, or export such data. You cannot transfer such data to any downgraded services (for example, from professional-version to standard-version). Therefore, You need to export the data before the trial expires, otherwise You shall lose the data permanently.

During the free trial period, the services shall be available as is without any warranty.

3. Paid Services

3.1 Provision of Paid Services

During the service subscription period, we shall allow You to access paid services according to this Agreement and Your order forms.

3.2 User Subscription

Unless otherwise specified in the application form, (1) the number of individuals who can use the services shall not exceed the number of individuals who originally applied for the subscription, and (2) during the subscription period, You can order an upgrade to more number of individuals, and the calculation shall be based on the original subscription period.

3.3 Termination of Subscription

Unless otherwise specified in the application form or the distributors, the subscription period shall be calculated on a monthly basis. You may terminate the subscription at any time and the fee for the period shall be calculated based on the days of an entire month.

4. Use of Services

4.1 Our Responsibilities

We shall (1) provide our basic support (consultation by telephone or emails) for the services You purchased without charging additional fees, and You can also purchase additional upgrade support (consulting service, project service, or other paid services we provide separately), (2) adopt commercially reasonable efforts to enable the purchased services to be available operate 24/7, except for (a) planned outage (we shall send an email notice to the purchase of the service 8 hours in advance, or (b) force majeure factors, including but not limited to acts of God, government actions, earthquakes, floods, civil unrest, terrorism, strikes, or any other labor-management issues, failures of Internet service providers, or DoS, etc., and (3) provision of paid services in compliance with relevant government laws and regulations.

4.2 Protection of Your Data

We shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your data. We shall not (a) change Your data, (b) disclose Your data, except as required by law in accordance with Section 7.3 (Mandatory Disclosure) or with your express written consent, or (c) access Your data, except to provide services, prevent technical issues, or upon Your requests for customer support-related matters.

4.3 Your Responsibilities

You shall (1) be responsible for ensuring that users abide by this Agreement, (2) be responsible for ensuring the accuracy, quality, and legality of Your data, and the legality of obtaining data, (3) adopt commercially reasonable efforts to prevent unauthorized access to or use of the services, and promptly notify us of such unauthorized access, and (iv) use the services in accordance with User Guide and applicable laws and government regulations.

You may not (a) allow anyone other than the user to use the services, (b) sell, resell, rent or lease the

services, (c) use the services to store or transmit infringing, libelous, or other illegal or infringing materials, or store or transmit materials that violates the privacy rights of any third parties, (d) use the services to store or transmit malicious codes, (e) interfere with or damage the integrity or performance of the services, or (f) attempt to gain unauthorized access to the services or related systems or networks.

4.4 Security Incident Notification

If the Company discovers any information security incident involving theft, alteration, damage, loss, or leakage of personal data, the Company shall immediately take necessary protective and remedial measures to mitigate any damages. For affected data subjects, the Company shall, after verification and in accordance with applicable laws and regulations, provide notice through appropriate means such as announcements on this website, email, text message, or direct contact, explaining the facts of the incident, the responsive measures taken, and the consultation service channels provided by the Company.

5. Fees and Payment Terms

5.1. Fees

You shall pay all fees set forth on all order forms. Except as otherwise provided herein or on the order form, and (1) the fee is based on the purchased services, not the actual usage volume, (2) the payment obligations cannot be waived and the payment is not refundable, and (3) the number subscription of users during the subscription period can be adjusted using online ordering function at the service website.

Fees are calculated on a monthly, quarterly, or annual basis and based on the selected period starting from the order date. When subscribing on a monthly basis, additional subscriptions in the middle of the month shall be charged for an entire month, and the cycle of that month shall not be extended for the remaining period of the previous subscription. If there are any changes or additional instructions to the ordering cycle method, please refer to the instructions at <https://femashr.com>.

5.2 Invoicing and Payment

You shall provide us with valid and updated credit card information, or payment information required by the online order function on the service website, or fill in a valid order form or other reasonably acceptable documents provided by us. If You provide us with credit card information, You shall authorize us to charge the credit card for the services and renewal actions specified on the order form. Payment shall be collected in advance and based on the payment cycle on the order form.

If the payment specified in the order form is made by any methods other than credit card, we shall issue an invoice in advance, and unless otherwise stated in the order form, the payment shall be paid within 30 days of the invoice date. It is Your responsibility to provide us with complete and

accurate payment and contact information, and to notify us of any of its changes.

5.3 Late Payment

If Your payment is not made by the deadline, at our discretion, (a) the fees may be charged with interests at the 1.5% utmost or the maximum interest rate stipulated by law per month, (b) decrease the payment period on future renewal terms to be shorter than that stated in Section 5.2.

5.4 Suspension of Services

If You owe any amount that which has not been paid for more than 30 days after the payment due date (or more than 10 days in the case of any credit card charge), we may suspend the provision of services and disable some or all functions of Your account until these amounts are paid in full. We shall notify You 7 days before disabling your account.

5.5 Taxation

You shall be responsible for paying taxes associated with the services and our fees are exclusive of taxes unless otherwise stated. You are responsible for paying the taxes required by laws.

6. Exclusive Rights

6.1. Rights within the Service are reserved

Unless otherwise stated in this Agreement, we retain all rights to the services, including all related intellectual property rights.

6.2. Limitations

You shall not (1) allow any third party to use the services, unless permitted by this Agreement or specified in the order form; (2) create derivative works based on the services; (3) copy, reproduce or refer the content in the intranet for commercial purposes, (4) conduct reverse engineering to the services, or (5) use the services to (a) create competitive products or services, or (b) copy any features, functions, or graphics of the services.

This Article shall survive after the expiry of the trial period, the expiry of the subscription period or the termination of this Agreement.

6.3. Your Data

We own no rights in this Agreement to Your data, including any intellectual property rights therein.

6.4. Recommendations

If You or Your users provide us with written or oral suggestions for improving the services, You agree that we can use, utilize or refer to Your suggestions for free-of-charge. This Article shall survive after the expiry of the trial period, the expiry of the subscription period or the termination of this Agreement.

7. Confidentiality

7.1 Definition

The "confidential information" referred to herein refers to all confidential information disclosed by the disclosing party to the other party (receiving party), whether orally or in written, and marked as confidential or in general and the disclosure can be reasonably regarded as confidential.

Your confidential information shall include Your data, and our confidential information shall include our services.

7.2 Protection of Confidential Information

The receiving party shall protect the received confidentiality in the same manner of effort as it protects its own confidential information, and ensure that (1) the confidential information shall not be used except within the scope of this Agreement; and (2) unless otherwise authorized by the disclosing party in writing, employees, contractors, agents, etc. of its own company and affiliates shall be restricted from using the confidential information obtained.

Unless permitted by the other party, neither party shall disclose these terms or any order form to any third party other than its own employees, legal counsels, or accountants.

This Article shall survive after the expiry of the trial period, the expiry of the subscription period or the termination of this Agreement.

7.3 Mandatory Disclosure

If either party is required by law to disclose the confidential information, it shall notify the other party in advance in a manner consistent with industrial common practice.

8. Warranty and Disclaimer

8.1 Warranty

Both parties warrant that they have full power and authority to sign this Agreement. Both parties warrant that they shall comply with all applicable laws and regulations governing the manner in which the services are provided or used.

8.2 Disclaimer

Except as provided by laws, neither party makes any express, implied, statutory or other forms of warranties, including (but not limited to) warranties of commercial merchantability, fitness for a particular purpose and non-infringement. We do not assume any responsibilities for any content or information posted through the services.

9. Limitation of Liabilities

9.1 Limitation of Liabilities

The liabilities of either party for a single event arising from this Agreement shall not exceed the amount paid by You in the latest 12-month period.

9.2 Exceptions

The scope of application of the above limitation of liabilities for indemnification is limited to the maximum extent permitted by applicable laws, but it does not apply to violations of confidentiality obligations, violations of the intellectual property rights of the other party or any third party, or compensation obligations. If any of such situation occurs, the actual loss amount shall prevail and be indemnified against.

10. Term and Termination

10.1 Term of the Agreement

This Agreement is effective from the date You accept it until the end of the effective period of the subscription or termination of this Agreement.

If You use the free trial services, this Agreement shall automatically expire when the trial period expires.

10.2 Term of User Subscription

Unless otherwise stated on the order form or written rental agreement, all user subscriptions shall automatically renew for the original subscription period unless either party gives at least 30-day notice to the other party for not renewing it. If we intend to increase the price, we may notify you at least 30 days in advance by e-mails.

10.3 Termination of the Agreement

Either party may terminate this Agreement if the following circumstances occur: (1) The other party severely breaches the terms of the Agreement and fails to correct its breach within thirty days of receipt of written notice; (2) the other party suspends business or enters into a bankruptcy proceedings and the proceedings cannot be revoked within ninety days; or (3) the other party has severely breached this Agreement three or more times regardless of whether the other party has corrected its breach.

10.4 Return of Data

When You propose to terminate this Agreement due to any of the above reasons, within 30 days of the date of Your request, we shall give you the opportunity to download Your data into a single file

in a comma-separated file format, and unless otherwise required by law, we shall, within a reasonable period, permanently delete or de-identify Your data from our servers and retain no backup copies beyond such 30-day period.

11. Jurisdiction

If there is any dispute in this Agreement, the Taiwan Taipei District Court of Taiwan shall be the court of first instance.

12. General Provisions

12.1 Relations between Both Parties

Both parties are independent contractors, and this Agreement does not create any partnership, or franchise, joint venture, agency, trust and other similar or related relationships.

12.2 No Third-party Beneficiaries

There are no third-party beneficiaries to this Agreement.

12.3 No Waiver

Any failure to enforce any provision of this Agreement shall not constitute a waiver of any rights.

12.4 Segmentation

If any provision of this Agreement is unenforceable, the other parts of this Agreement shall remain in full force and effect.

12.5 Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to the extent that the assignee is an affiliate, provided that (a) the transferee shall agree in writing to be bound by the terms of this Agreement; and (b) the assigner agrees to continue to bear the liability for compensation for the obligations that have occurred before the assignment. Any other attempt to transfer or assign shall be invalid.

12.6 Entire Agreement

This Agreement and all documents referred to constitute the entire agreement between both parties with respect to the subject matter of this Agreement, and its effect shall supersede any previous contracts signed at the same time with respect to the subject matter. The terms listed on the website referenced in this Agreement are also incorporated into the Agreement in the manner of citation.