





ANALYTICS SERVICE AGREEMENT

MERKLE DATA AND BUSINESS CONSULTING (TAIWAN) CO. LTD., 10th Floor, No.100 Songren Rd., Xinyi Dist., Taipei City 11073, Taiwan, R.O.C. ("Reseller", "we", "us", "our") is an authorised reseller of the Analytics Service ("Service") and has agreed to make the Service available to you ("Customer", "You", "your") as set out in the Order Form below and in accordance with the attached Terms and Conditions.

This Agreement (the "Agreement") consists of this Order Form, the Terms and Conditions and any other schedules or appendices attached to this Order Form. The Agreement shall commence, subject to the condition below, on the date it is signed by us (the "Effective Date") and (subject to earlier termination in accordance with the Terms and Conditions) shall continue for the Service Term.

THIS ORDER FORM AND THE PROVISION OF THE SERVICE IS SUBJECT TO ACCEPTANCE BY GOOGLE IN ITS SOLE DISCRETION AND GOOGLE IS UNDER NO OBLIGATION TO PROVIDE THE SERVICE TO YOU UNTIL GOOGLE HAS ACCEPTED AN ORDER FORM, PROVIDED THAT GOOGLE RESERVES THE RIGHT TO PRE-APPROVE A CUSTOMER PRIOR TO THE ISSUANCE OF AN APPLICABLE PURCHASE ORDER.

Signed by 聯利媒體股份有限公司, a company registered in Taiwan (Company Number 84305300), whose registered address is 臺北市內湖區瑞光路 451 號 ("Customer")	Signed on behalf of MERKLE DATA AND BUSINESS CONSULTING (TAIWAN) CO. LTD., a company registered in Taiwan (Company Number 27770826), whose registered address is 10th Floor, No.100 Songren Rd., Xinyi Dist., Taipei City 11073, Taiwan, R.O.C. ("Reseller")
Name: 陳文琦	Name: Jennifer Tang
Job title (if applicable): 董事長	Job title (if applicable): Chairman
Signed:  	Signed:  
Dated: _____	Dated: _____

Customer Information

Customer Account Name: 聯利媒體股份有限公司
Address: 臺北市內湖區瑞光路 451 號 11 樓
Contract Person: 沈振河
Email: column0818@tvbs.com.tw
Telephone: 02-2162-7736-8879





Order Form

Effective Date: 2024/01/01
Initial Term: 12 months from the Effective Date
Service Fee: The service fee is listed in APPENDIX B and shall be paid by the Customer within 45 days from the end of the month of Customer’s receipt of each valid invoice.
Subscribed Analytic Services: In consideration of the Service Fee the Reseller will provide the ANALYTICS Service listed herein from the Effective Date for the Term with reasonable care and skill and in accordance with the applicable SLA and this Agreement. 【Insert the subscribed services】 Analytics 360 Tag Manager 360 【Additional Product Information】 If Analytics 360 is specified under Analytics Service on this Order Form, Customer acknowledges that this Order Form is for the subscription of Google Analytics 4 Properties and to the extent Universal Analytics Properties are maintained under the Analytics Service, such UA Properties are subject to the UA Properties Downgrade set forth in Clause 9 of the Terms and Conditions.
Technical Support: As indicated in APPENDIX C
Auto-renewal: No
Currency: NTD

Unless otherwise stated, all terms used in this Order Form shall have the meanings ascribed to them in the Terms and Conditions. In the event of any conflict between the Order Form and the Terms and Conditions (including Appendices) this Order Form shall take precedence.

All other terms and conditions (even though such terms may be included in a later document, acknowledgement or confirmation of order, purchase order or similar document; and/or purport to exclude or supersede any terms which are inconsistent with them) are hereby excluded. The Customer hereby waives irrevocably any right which it may otherwise have to rely on such terms and conditions.



Terms and Conditions

1. Application of The Order Form and The Terms and Conditions

- 1.1. Subject to Clause 1.2, these Terms and Conditions, together with the applicable terms contained herein and the Order Form to which they relate, shall upon Customer's acceptance, form the valid contract between Reseller and the Customer for the subscribed Analytics Services set forth in the Order Form.
- 1.2. This Agreement represents the entire agreement between the Parties and supersedes all previous contracts, understanding, representations, or arrangements of any kind between the Parties relating to the subscription of Analytics Services. Unless otherwise stated in this Agreement, no addition to or modification of these terms shall be binding on the Parties unless made by a written instrument which the Parties mutually agree in writing.

2. Effect Of Order Form

- 2.1. The Parties shall describe the Analytics Services that Customer intend to subscribe in the Order Form. Once the Order Form is completed and signed by Customer and delivered to Reseller, it shall constitute an acceptance by Customer to subscribe the Analytics Services subject to these Terms and Conditions. Reseller shall only be deemed to have accepted the commercial terms set forth in the Order Form if an authorized representative of Reseller has signed the Order Form.

3. Term of Agreement

The Agreement will become effective from the Effective Date set forth in the Order Form and will, unless otherwise terminated by either Party pursuant to the provisions under this Agreement, remain effective during the Initial Term. If the Order Form indicates that the Agreement will renew automatically, this Agreement will renew automatically upon the expiration of the Initial Term and will continue for successive terms of one year (each a **"Renewal Term"**) unless either Party provides written notice to the other Party, at least 30 days before the expiration of the Renewal Term, of its intention not to renew the Agreement.

4. Payment

- 4.1. Customer shall pay the Service Fee to the bank account designated by Reseller pursuant to the payment terms set forth in the Order Form. Reseller needs to issue Taiwan Government uniform invoice ("GUI") to Customer, and, in addition to the Service Fee, Customers agrees to pay value-added tax ("VAT") and any applicable tax in accordance with the applicable laws. Delinquent payments may bear interest at the rate of five percent per annual from the due date of such delinquent payment until it is fully paid by Customer.
- 4.2. Provided that both Parties agreed in the Order Form that the payment will be made in New Taiwan Dollars, the exchange rate shall follow Bank of Taiwan's (<http://rate.bot.com.tw/xrt?Lang=zh-TW>) NT\$/US\$ Cash Middle Rate (the average of the buying rate and selling rate) at the closing by the first working day of Reseller's issuance of the respective GUI month.

5. Disclaimer and Limitation On Liability

- 5.1. Except as expressly provided for in the Agreement and to the maximum extent permitted by applicable law, EITHER PARTY DISCLAIMS AND EXCLUDES ANY WARRANTY OF ANY



KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY DISCLAIMS AND EXCLUDES, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

- 5.2. To the fullest extent permitted by law, under no circumstances shall either Party be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, depletion of goodwill, pure economic loss, loss of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.
- 5.3. Reseller's total cumulative liability to Customer for any loss or damages resulting from claims, demands, or actions arising out of or relating to this Agreement or the Analytics Service subscribed by Customer shall not exceed the Service Fee paid or payable by Customer of the respective month in which the relevant claim occurs.

6. Confidentiality

- 6.1. **"Confidential Information"** means information disclosed by one Party to the other Party under the Agreement that is marked as confidential or would normally be considered confidential (e.g. , product or business plans), but does not include information that the recipient already knew, becomes public through no fault of the recipient, was independently developed by the recipient without reference to the discloser's confidential information, or is rightfully given to the recipient by a third party without confidentiality obligations.
- 6.2. Each Party shall: (a) protect the other Party's Confidential Information (including Google's Confidential Information that the party may obtain from its use of the Service) with the same standard of care it uses to protect its own Confidential Information (but in no event less than a reasonable standard of care); and (b) not disclose the Confidential Information, except to **Affiliates**, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each Party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under the Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section. Upon termination of the Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of compliance with this Clause 6.1. The provisions of this Clause 5 shall survive the expiration or termination of this Agreement, however arising. Under this Agreement, **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control of a Party.
- 6.3. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another Party.
- 6.4. Each Party may disclose the other Party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. Termination

- 7.1. Each party may terminate the Agreement if: (a) the other Party is in material breach of the Agreement

and fails to cure that breach within 30 days after receipt of written notice; (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) the other Party is in material breach of these Agreement more than two times during the term of this Agreement even if the breaches were cured.

- 7.2. Customer acknowledges that the Reseller shall be entitled, at its own cost, to obtain credit insurance covering on the Service Fee incurred by Customer under this Agreement. Where, for any reason such credit insurance cover is either refused, withdrawn, revised or inadequate to cover the payment obligation borne by Customer, notwithstanding Clause 7.1, Reseller will be entitled to (i) cancel existing Order Form, without being responsible for any losses or additional costs incurred by the Customer as a result of any such cancellation, (ii) automatically suspend the Analytics Services in the Order Form, and/or (iii) terminate this Agreement in writing.
- 7.3. Upon any termination or expiration of the Agreement, Google will stop providing the Analytics Service on behalf of Reseller. In the event of any termination or expiration: (a) within a reasonable time after Customer provides written notice to Reseller to delete Customer Data, Reseller will render Customer Data permanently inaccessible, and (b) continued use of Google Analytics will be subject to Google's then standard Google Analytics Terms of Service available at <http://www.google.com/analytics/tos.html> and (c) for clarity, Customer will not be permitted to export Customer Data (except as the then-standard Google Analytics product permits).

8. Anti -Bribery

Each Party warrants and undertakes that: (i) it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"); and (ii) it has and shall maintain in place throughout the term of this Agreement all policies and procedures necessary to ensure its compliance with the Relevant Requirements.

9. Additional Terms

- 9.1. If Customer's Analytics Service account(s) (including accounts for any free versions of the Analytics Service) is linked to a Google Marketing Platform organization, certain data from Customer's Analytics Service accounts and/or data related to or derived from Customer's use of the Google Marketing Platform: (i) may be shared within the Google Marketing Platform organization; (ii) may be made accessible to any entity or personnel with access to the Google Marketing Platform organization; and (iii) will be subject to applicable settings in the Platform Home. Notwithstanding Customer's data sharing settings within any of the Analytics Service accounts linked to such Google Marketing Platform organization, Google technical support representatives may have access to the Google Marketing Platform organization and its data for the purpose of troubleshooting or servicing the Google Marketing Platform organization.
- 9.2. Analytics 360 Universal Analytics Properties Downgrade. Customer acknowledges that the Order Form is for the purchase of GA4 Properties under the Analytics Service and that the Service Fee(s) for the Analytics Service and any Service Level Agreement under this Order Form do not include UA Properties. Notwithstanding the foregoing, Google may continue to make available the Analytics Service under this Analytics Order Form for UA Properties. To the extent Customer maintains UA Properties in connection with the Order Form, Customer acknowledges that Google reserves the right to downgrade such UA Properties 90 days after the Effective Date of (i) this Order Form, in the case of Company UA Properties, and (ii) the applicable Analytic Service Agreement, for each Customer



and their corresponding UA Properties (as applicable) (the “**UA Properties Downgrade**”).

- 9.3. Surveys 360. Notwithstanding Section 2 (l) of the Analytics Service Specific Terms, Customer’s use of the Surveys 360 hereunder is subject to the applicable Google Surveys Policies available at <https://support.google.com/surveys/answer/2375134> (as modified by Google from time to time, “Google Surveys Policies”).
- 9.4. The Agreement and the Order Form incorporates by reference and is subject to the general Google Platform Services Terms and Conditions (“**Platform Terms**”, available at <https://www.google.com/doubleclick/platform/apac/terms/>) and the Google Marketing Platform Analytics Service Specific Terms (“**Analytics Service Specific Terms**”, available at https://www.google.com/intl/en_us/ads_platforms/gmp/analytics/terms.html) (each as updated by Google from time to time and, collectively, the “**Ancillary Terms**”). Customer shall be deemed and be bound as the Company under the Ancillary Terms, and Customer should read the Ancillary Terms carefully before entering into this Agreement. Customer acknowledges and agrees that Google reserves the right to amend the Ancillary Terms from time to time and Customer will check the Ancillary Terms regularly for updates. Any capitalized term used but not defined in this Agreement will have the meaning given to it in the Ancillary Terms. Notwithstanding the foregoing, in the event of any conflict between the Terms and Conditions (including Appendices) herein and the Ancillary Terms, the Terms and Conditions shall prevail.

10. Miscellaneous

- 10.1. Neither Party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement (other than payment obligations) caused by circumstances beyond its reasonable control (“**Force Majeure Event**”). The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 10.2. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purposes. No party shall have authority to act as agent for, or to bind the other party in any way.
- 10.3. Unless otherwise explicitly stated in this Agreement, neither Party may assign or subcontract its rights and/or obligation under this Agreement without the prior written consent from the other Party, and the assigning or subcontracting Party shall procure that (i) the assignee agrees in writing to be bound by the terms of the Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any attempt assignment or subcontract shall be null and void.
- 10.4. If any provision of this Agreement is found to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement, which will remain in full force and effect.
- 10.5. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 10.6. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do

not exclude any rights provided by law.

- 10.7. This Agreement shall be governed by and constructed in accordance with the laws of Taiwan, without regard to its conflict of law principles. Any and all disputes arising from or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the Taiwan Taipei District Court.

APPENDIX A

GA 360 Service Level Agreements

For purposes of clarification, unless otherwise noted herein, all capitalized terms used in these GA 360 Service Level Agreements (the "SLAs") will have the meaning given to them in the applicable APA, Google Platform Services Terms and Conditions, and GA 360 Suite Order Form, GA 360 Order Form and/or Analytics Order Form (as modified from time to time) in place between Company and Google and will be applicable to the extent Company is purchasing the specific Analytics Service (as defined in the GA 360 Suite Order Form, GA 360 Order Form and/or the Analytics Order Form). The SLAs may be modified at any time with at least 7 days prior written notice; provided that the SLAs provided to existing customers will not change until the applicable current contract term expires.

Definitions

"Downtime"- means the applicable definition of downtime set forth below for each SLA described below, in each case, excluding (i) time resulting from technical malfunctions in the Mobile SDKs, in Company's website's systems, or any other circumstances beyond Google's reasonable control (including, without limitation, Internet delays, network congestion and ISP malfunctions) and (ii) other than with respect to the UA 360 Collection SLA, time required for routine system maintenance (with notice to Company, such as through in-product notifications) or customer initiated account upgrades. Partial minutes or intermittent downtime for a period of less than one minute will not be counted towards Downtime. For purposes of the Collection SLAs, Downtime does not include client-side sampling.

"Uptime Percentage"- means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. For purposes of Analytics 360 and the GA 360 SLAs (as defined below), the 'total number of minutes in a calendar month' are equal to the total number of minutes in a calendar month for which the applicable Property had an active Analytics 360 order (learn more about upgrades and downgrades).

Google Analytics 360

Google Analytics 360 offers a different Service Level Agreement for each Property type available (either Universal Analytics or Google Analytics 4 (GA4)). If Company has purchased Analytics 360 and is being billed according to GA4 Property Events under the relevant Analytics Order Form, Google will provide the GA 360 SLA for GA4 Properties outlined below. Otherwise if Company has purchased Analytics 360 and is being billed according to Universal Analytics Property (f/k/a "Classic") Hits under the relevant GA 360 Suite Order Form or GA 360 Order Form, Google will provide the UA 360 SLA for Universal Analytics Properties outlined below. In no event will Company receive both the GA 360 SLA and UA 360 SLA under the same GA 360 Suite Order Form, GA 360 Order Form or Analytics Order Form.

GA 360 SLA for GA4 Properties

Google will use commercially reasonable efforts to ensure that the Analytics 360 Service meets the service levels indicated below for each GA4 Property (collectively, the "GA 360 SLAs"). If Google fails to meet



the GA 360 SLAs in any calendar month, and if Company meets its obligations under the GA 360 SLAs, Company will be eligible to receive credit in accordance with the applicable credit percentage set forth below ("GA4 Credit") calculated against the Analytics 360 Monthly Service Fees paid by Company for the calendar months during which Google failed to meet the applicable GA 360 SLAs.

In order to receive such GA4 Credit, Company must notify Google technical support (see here) of each impacted GA4 Property within 30 days from the time Company becomes eligible to receive such GA4 Credit. Failure to comply with this requirement will forfeit Company's right to such GA4 Credit. GA4 Credit will be issued as a credit for the affected invoice (which Company may apply to its following monthly invoice). The maximum GA4 Credit that Company may be eligible for in the aggregate in any given calendar month is 25% of the Analytics 360 Monthly Service Fees for that month. If Google fails to meet any of the GA 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Company will have a one-time right to terminate its Analytics Order Form upon prior written notice to Google, subject to such notice being received by Google within 30 days of the end of the month in which Company becomes eligible for such right of termination. The remedies set forth in these GA 360 SLAs are Company's sole and exclusive remedies for any failure by Google to meet the GA 360 SLAs. Google will make an SLA determination in good faith based on its system logs, monitoring reports, configuration records, and other available information.

GA 360 SLA for GA4 Properties	Downtime	GA4 Credit % of Analytics 360 Monthly Service Fee	
Collection SLA Analytics 360 Service collects Company Data from GA4 Properties at an Uptime Percentage of at least 99.9%.	Time during which the collection component of the Analytics 360 Service is generally unavailable for a GA4 Property.	<u>Uptime Percentage</u> ≥96.0% but <99.9% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	<u>GA4 Credit %</u> 5% 10% 15% 25%
Reporting SLA The reporting interface for GA4 Properties in the Analytics 360 Service is available for Company's use at an Uptime Percentage of at least 99%. The Reporting SLA excludes the features set forth in the Reporting SLA Exceptions article available at https://support.google.com/analytics/answer/10999787 (as modified from time to time at Google's sole discretion) and does not apply to XL GA4 Properties.*	Time during which the Company is unable to make a reporting request for a GA4 Property or otherwise log-in to the Analytics 360 Service interface for such GA4 Property.	<u>Uptime Percentage</u> ≥96.0% but <99.0% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	<u>GA4 Credit %</u> 5% 10% 15% 25%
Data Processing SLA Except as set forth in the Data Processing SLA Exceptions article available at https://support.google.com/analytics/answer/10742670 (as modified from time to time at Google's sole discretion), the Analytics 360 Service processes collected Company Data for each GA4 Property based on such Property's largest size classification* for the applicable calendar month as follows: (1) within 4 hours of receipt at an Uptime Percentage of at least 98% for Normal GA4 Properties, (2) within 48 hours of midnight (Pacific Time) at an Uptime Percentage of 98% of the time for Large GA4 Properties, and (3) within 7 days of midnight (Pacific Time) at an Uptime Percentage of 98% of the time for XL GA4 Properties.	Times of processing delay during which the Analytics 360 Service takes longer than the applicable timeframe for the corresponding GA4 Property size tier set forth in the Data Processing SLA to process collected Company Data for such GA4 Property.	<u>Uptime Percentage</u> ≥96.0% but <98.0% ≥93.0% but <96.0% ≥90.0% but <93.0% <90.0%	<u>GA4 Credit %</u> 5% 10% 15% 25%

* For a given day, a Property is deemed (i) "Normal" if such Property has collected and processed fewer than 25 billion Events, (ii) "Large" if such Property has collected and processed 25 billion or more Events, and (iii) "XL" if such Property has collected and processed 250 billion or more Events, in each case, in the

prior 31 day period (excluding the applicable given day (in the Property's timezone)). Notwithstanding the foregoing, a Property may be deemed "XL" for a given day if such Property has collected and processed an average of 15 billion or more Events over the prior 7 day period (excluding the applicable given day (in the Property's timezone)). For purposes of the Reporting SLA and Data Processing SLA under the GA 360 SLAs, the largest size classification given to GA4 Property under this paragraph in a calendar month period will determine the corresponding GA 360 SLA tier and/or availability for such Property over the same applicable calendar month.

The GA 360 SLAs apply solely to Company Data collected directly through the then-current version(s) of OSCI (as defined in the Analytics Service Specific Terms, which, for the avoidance of doubt, excludes all deprecated features) and do not apply to any Company Data collected, processed or reported through the use of Integration Features or Universal Analytics Properties. For purposes of the GA 360 SLAs, Integration Feature means any Analytics 360 Service feature that collects metrics by means other than through an OSCI, has an interface for displaying information collected via an OSCI that is separate from the Analytics 360 Service's or exports metrics to other Google or third party products or services. Integration Features include (but are not limited to) any Analytics 360 Service features that collect metrics from or export metrics to other Google or third party products including Google Ads, AdSense, and BigQuery. Integration Features also include Firebase and apply to Company's use of, or data reported through, such service. The Reporting SLA does not apply to reporting on non-web based Google Analytics reporting UIs. The Collection SLA and Data Processing SLA only apply to the extent Company sends data in accordance with the guidelines available at <https://developers.google.com/analytics/> (as modified from time to time at Google's sole discretion). Beta Features, including GA4 Properties participating in the Google Analytics Alpha Program, are excluded from the GA 360 SLAs.

Tag Manager 360

Google will use commercially reasonable efforts to ensure that the Tag Manager 360 Service meets the service levels indicated below (collectively, the "Tag Manager 360 SLAs"). For clarity, the Tag Manager 360 SLAs do not apply during Downtime. If Google fails to meet the SLAs in any calendar month, and if Company meets its obligations under the Tag Manager 360 SLAs, Company will be eligible to receive credit in an amount equal to Tag Manager 360 monthly fees paid by Company for the calendar months during which Google failed to meet the applicable Tag Manager 360 SLAs ("Tag Manager Credit"). If Company is receiving the Tag Manager 360 Service for free, the "Tag Manager Credit" will be an amount equal to Google's standard retail Monthly Service Fee for up to 50,000,000 Tag Container requests per month as of the Tag Manager 360 Effective Date (e.g., \$4,000 USD per month); provided however, such "Tag Manager Credit" amount will not exceed the total amount paid by Company for all GA 360 products for the applicable calendar month(s) in which Google failed to meet the Tag Manager 360 SLAs. In order to receive such Tag Manager Credit, Company must notify Google technical support within 30 days from the time Company becomes eligible to receive such Tag Manager Credit. Failure to comply with this requirement will forfeit Company's right to such Tag Manager Credit. Tag Manager Credit will be issued as a credit for the affected invoice (which Company may apply to its following monthly invoice). The maximum Tag Manager Credit that Company may be eligible for in the aggregate in any given calendar month is 100% of monthly fees. If Google fails to meet any of the Tag Manager 360 SLAs in any 3 consecutive months or in any 4 months in any 12-consecutive month period, Company will have a one-time right to terminate its GA 360 Order Form, GA 360 Suite Order Form and/or Analytics Order Form (as applicable) upon prior written notice to Google, subject to such notice being received by Google within 30 days of the end of the month in which Company becomes eligible for such right of termination. The remedies set forth in these Tag Manager 360 SLAs are Company's sole and exclusive remedies for any failure by Google to meet the Tag Manager 360 SLAs.



Tag Manager 360 SLAs	Downtime
<u>Tag Management Tag Container Delivery SLA</u> Company's Tag Container requests, as most recently published by Company, will be served to Properties enabled under the Tag Manager 360 Service at the lesser of the following: (i) 99.99% of Tag Container requests, as most recently published by Company, or (ii) the total number of Tag Container requests in any calendar month minus 500 Tag Container requests.	Periods of Tag Manager 360 Service unavailability.
<u>Tag Management Configuration SLA</u> The Tag Container configuration interface provided as part of the Tag Manager 360 Service is available for Company's use in connection with the Tag Manager 360 Service at an Uptime Percentage of 99%.	Periods of Tag Manager 360 Service unavailability during which time the Company is unable to log-in to the Tag Manager 360 front-end.

The Tag Management Container Delivery SLA and Tag Management Configuration SLA only apply if Company uses the Tag Manager Service 360 in accordance with the applicable APA, Platform Services Terms and Conditions, and GA 360 Order Form, GA 360 Suite Order Form and/or Analytics Order Form (as applicable). The Tag Management Container Delivery SLA applies only when (1) the Tag Container is requested of a Tag Manager 360 server and (2) the total number of requests for all Tag Containers across all Properties is no more than 20 billion per month, calculated on a calendar monthly basis. Beta Features are excluded from the Tag Manager 360 SLAs.

Reference

https://marketingplatform.google.com/about/analytics_products/sla/

Last Updated: 9 August, 2021

APPENDIX B

PRICING TERMS

EFFECTIVE DATE: 2024/01/01

INITIAL TERM: 12 months from the Effective Date

SERVICE FEE TABLE

Items	Events Per Month		Unit Price Per Million Events	Remarks	Monthly Fees (PreTax)
	Start	End			
Base Fee	Up to	25M	-	Base fee	USD 2,500
Variable Event Fee	25M	500M	USD 10.5 / Per Million Events	Charge by Usage	
	500M	2500M	USD 2.5 / Per Million Events	Charge by Usage	
	2500M	10,000 M	USD 0.7 / Per Million Events	Charge by Usage	

MONTHLY PLAN

Plan		Usage (event per Month)	Monthly Fee (PreTax)	Minimum Service Obligation
【 】	A	On demand (25 M)	USD 2,500	2 hours per month
【 】	B	500 M (5 億)	USD 7,487.5	5 hours per month
【 ● 】	C	1,000 M (10 億)	USD 8,737.5	6 hours per month
【 】	D	1,500 M (15 億)	USD 9,987.5	6 hours per month
【 】	E	2,000 M (20 億)	USD 11,237.5	7 hours per month

Remarks

- Client selected 【 Monthly Plan C 】 . The Monthly fee is 【 USD 8,737.5 】
- If the monthly usage has exceeded 【 1,000M 】 , Merkle will follow “Service Fee Table” in Appendix B to bill extra usage fee.

VALUE ADDED SERVICE

Items	Description	Man Hours
Consult Hour	1. Client will issue a ticket to Merkle when any support service in scope is needed. 2. Merkle will reply in a workday once receiving the ticket.	【 6 hours per month 】 (72 hours per year)
GMP Online Workshop	3. Merkle will provide 12 hours of online workshops every year. 4. Merkle’s trainer will cover these six topics (Google Analytics 4, GTM for IT, GTM for Marketing, Big-Query, Firebase, Data Studio)	12 hours

APPENDIX C

Minimum Support Obligations

In conjunction with Sales Partner's resale of the Analytics Service, Sales Partner will provide to its Customers, at a minimum, the following applicable support and training related to the service Sales Partner is reselling:

Analytics 360

INSTALLATION SUPPORT:

Sales Partner will provide commercially reasonable initial and ongoing implementation guidance for Analytics 360 for 1 Property of Customer's choosing. With respect to Mobile SDKs, any implementation support provided by Sales Partner will be limited to: (i) the then-current Mobile SDK and (ii) for a period of 6 months after the release date of the then-current Mobile SDK, the version of the Mobile SDK that immediately preceded the then-current Mobile SDK.

ON-GOING SUPPORT:

Sales Partner will use commercially reasonable efforts to meet target response and resolution timeframes substantially similar to those set forth at <https://support.google.com/analytics/answer/6215195> (as modified from time to time at Google's sole discretion). The priority level of support cases logged by Customer will initially be designated by Customer, in its reasonable discretion based on the descriptions in the table at the link above. Sales Partner Customer Support may lower the priority level designation of any case (a "Priority Adjustment") if Sales Partner, in its reasonable discretion, believes that Customer's initial priority designation does not comport with the descriptions in the table. Sales Partner Customer Support will notify Customer as soon as is reasonably practicable of any Priority Adjustment. Sales Partner Customer Support may also perform a Priority Adjustment while permanent solutions are being developed, as soon as a workaround solution is implemented.

With respect to Mobile SDKs, on-going support provided by Sales Partner will be limited to: (i) the then-current Mobile SDK and (ii) for a period of 6 months after the release date of the then-current Mobile SDK, the version of the Mobile SDK that immediately preceded the then-current Mobile SDK.

Target resolution times are goals. Depending on the volume and severity of tickets submitted, response times and time to resolution may vary. Occasionally an issue needs to be escalated to our engineering team. In such cases, it may take more time to resolve the issue. Sales Partner's customer support representative will keep Customer informed throughout the process.

In addition to the above on-going support:

1. For each Customer that purchases Universal Analytics Properties (based on Hits) from Sales Partner, Sales Partner will provide Customers with the necessary services from the service categories specified in the Partner Menu of Services, support and/or training, up to 10 hours per month per Customer. The applicable services, support or training provided will be at the Sales Partner's reasonable discretion and must be in connection with Analytics 360. Sales Partner may charge Customers for such support services if Sales Partner provides more than 10 hours of support per month.
2. For each Customer that purchases Google Analytics 4 Properties (based on Events) from Sales Partner, Sales Partner will provide Customers with the necessary services from the service categories specified



in the Partner Menu of Services, support and/or training, up to the number of hours specified for each applicable volume tier set forth below. The applicable services, support or training provided will be at the Sales Partner's reasonable discretion and must be in connection with Analytics 360. Sales Partner will reasonably designate in good faith the applicable tier for each Customer. Google reserves the right to specify additional tiers and hours in writing to Sales Partner.

- 2 hours per month for up to 25M Events per month
- 5 hours per month for up to 500M Events per month
- 8 hours per month for up to 2.5B Events per month
- 10 hours per month for 2.5B Events or more per month

TRAINING:

Customers may attend regularly-scheduled Analytics 360 Service training classes to be delivered by Google via webinar.

Reference

<https://marketingplatform.google.com/about/reseller/MSO/>

Last Updated: 23 August 2021



APPENDIX D - DATA PROCESSING ADDENDUM

MERKLE DATA AND BUSINESS CONSULTING (TAIWAN) CO. LTD.. (“**Reseller**”) and the counterparty agreeing to these terms (“**Customer**”) have entered into an agreement for the provision of the Processor Services (as amended from time to time, the “**Agreement**”).\

1. Introduction

- 1.1. To the extent that the Reseller is processing Customer Personal Data as part of the Services, the terms contained in this Addendum will apply.
- 1.2. If the Services are altered during the term of the Agreement and the altered Services involve new or amended processing of Customer Personal Data, the parties will ensure that Annex 1 is updated as appropriate before such processing commences.
- 1.3. If there is any conflict or inconsistency between this Addendum and the Agreement, this Addendum will take precedence and apply to the extent of the conflict or inconsistency.
- 1.4. In respect of all processing of Customer Personal Data carried out pursuant to the Agreement the parties agree that the Reseller is the processor and that the Customer is the controller.
- 1.5. The parties shall comply with and process all Customer Personal Data in accordance with applicable Data Protection Legislation.

2. Definitions

For the purposes of this Addendum, capitalised terms shall have the meanings given below:

“**Reseller**” an authorised reseller of Google Analytics Service, Google Optimize 360 service and/or the Google Tag Manager 360 service (as applicable)

"Agreement" means the contract between the Reseller and the Customer to which this Addendum is attached.

"**Applicable Law**" means (i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance and supply of the Services or the processing of Customer Personal Data, and (ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or Reseller having jurisdiction in respect of that matter.

"**Customer**" means the entity to whom Reseller sells the Service.

"**Customer Personal Data**" means personal data provided or made available to the Reseller, or collected or created for the Customer, in connection with the Agreement, as described in more detail in Annex 1.

"**Data Protection Legislation**" means all Applicable Laws and codes of practice applicable to the processing of personal data including the GDPR.

"**DP Losses**" means all liabilities, including all:

- (a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, charges, procedures, expenses, losses and damages (including relating to material and non-material damage); and
- (b) to the extent permitted by Applicable Law:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a court or regulatory authority;
 - (ii) compensation to a data subject ordered by a court or regulatory authority; and

(iii) the costs of compliance with investigations by a regulatory authority.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time.

"**Processing Instructions**" has the meaning set out in paragraph [3.2.1].

"**Security Incident**" means the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Customer Personal Data while in the custody of the Reseller or a Sub-Processor.

"**Services**" means the services to be provided by the Reseller to the Customer pursuant to the Agreement.

"**Processor Services**" means the Google Analytics Service, Google Optimize 360 service and/or the Google Tag Manager 360 service (as applicable).

"**Google**" means the Google Entity that is party to the reseller agreement with Reseller.

"**Google Entity**" means Google LLC, Google Ireland Limited or any other Affiliate of Google LLC.

"**Sub-Processor**" means third parties authorised under these Data Processing Terms to have logical access to and process Customer Personal Data in order to provide parts of the Services and any related technical support. Customer specifically authorises the engagement of Google and Google's Affiliates as Sub-processors.

"**controller**", "**data subject**", "**personal data**", "**processing**" and "**processor**" have the meanings set out in the GDPR (and related terms such as "process" have corresponding meanings).

3. Processing

3.1. Annex 1 to this Addendum:

- 3.1.1. describes the processing of Customer Personal Data permitted in connection with the Agreement;
- 3.1.2. lists the Sub-Processors (if any) who the Customer agrees may process Customer Personal Data.


3.2. The Reseller shall:

- 3.2.1. unless Applicable Law requires otherwise, only process Customer Personal Data on and in accordance with the Customer's documented instructions as set out in this Addendum or otherwise in writing ("Processing Instructions");
- 3.2.2. unless prohibited by Applicable Law, notify the Customer if Applicable Law requires it to process Customer Personal Data other than in accordance with Processing Instructions (such notification to be given before such processing commences); and
- 3.2.3. notify the Customer if, in its opinion, the processing of Customer Personal Data in accordance with Processing Instructions infringes Data Protection Legislation.

3.3. The Reseller shall not permit any Sub-Processor to process Customer Personal Data without:

- 3.3.1. the Customer's prior written approval (not to be unreasonably withheld, conditioned or delayed) (such approval having already been provided in respect of those Sub-Processors listed in Annex 1); and
- 3.3.2. entering into a contract which binds the Sub-Processor to substantially similar obligations with respect to the processing of Customer Personal Data as to which



- 
- the Reseller is bound by this Addendum, and
- 3.3.3. the Reseller agrees that if a Sub-Processor fails to fulfil its obligations under the contract required by paragraph [3.3.2] the Reseller shall remain fully liable to the Customer for the Sub-Processor's performance.
- 3.4. After the business purposes for which Customer Personal Data was processed have been fulfilled (or earlier upon the Customer's written request) the Reseller shall, at the Customer's option, either delete or return all Customer Personal Data and delete any existing copies of the same (unless storage of such copies is required by Applicable Law).
4. Customer warranties
- 4.1. The Customer warrants and represents that:
- 4.1.1. the processing of Customer Personal Data by the Customer will be carried out in accordance with Data Protection Legislation;
- 4.1.2. the Reseller is entitled to process Customer Personal Data pursuant to the Agreement for the purpose of providing the Services and such use will comply with Data Protection Legislation;
- 4.1.3. all Customer Personal Data provided by the Customer to the Reseller is necessary, accurate and up-to-date;
- 4.1.4. all Processing Instructions shall at all times be in accordance with Data Protection Legislation; and
- 4.1.5. it is satisfied that:
- 4.1.5.1. the Reseller's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage the Reseller to process Customer Personal Data; and
- 4.1.5.2. the Reseller has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Legislation.
5. Security and delegation
- 5.1. The Reseller shall:
- 5.1.1. implement and maintain throughout the term of the Agreement appropriate technical and organisational measures intended to protect Customer Personal Data against accidental, unauthorised or unlawful access, disclosure, alteration, loss, damage or destruction; and
- 5.1.2. take reasonable steps to ensure that its personnel do not process Customer Personal Data other than in accordance with Processing Instructions (unless required to do so by Applicable Law) and are obligated to maintain the security and confidentiality of any Customer Personal Data to which they have access.
6. Notifications
- 6.1. The Reseller shall, without undue delay, notify the Customer if:
- 6.1.1. it becomes aware of a Security Incident; or
- 6.1.2. it receives a request from or on behalf of a data subject of Customer Personal Data to exercise any of the rights given to data subjects by Data Protection Legislation.
- 6.2. The Reseller shall (at the Customer's expense) provide such further information and assistance as the Customer reasonably requires in handling and responding to such notifications in accordance with its obligations under Data Protection Legislation.
7. Inspection and assistance with regulators

- 7.1. Subject to reasonable written advance notice from the Customer the Reseller shall:
 - 7.1.1. permit the Customer to conduct (and shall contribute to) audits and inspections of its systems and processes in relation to the processing of Customer Personal Data subject to the Customer ensuring:
 - 7.1.1.1. that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Reseller's business and the business of other Customers of the Reseller; and
 - 7.1.1.2. that all information obtained or generated by the Customer or its auditor(s) in connection with such audits and inspections is kept strictly confidential (save for disclosure to a regulatory authority or as otherwise required by Applicable Law);
 - 7.1.2. give the Customer such information as is reasonably necessary to verify that the Reseller is in compliance with its obligations under Data Protection Legislation; and
 - 7.1.3. co-operate and assist the Customer with any data protection impact assessments and consultations with any regulatory authority that the Customer reasonably considers are relevant pursuant to Data Protection Legislation in relation to the Customer Personal Data.
 - 7.2. The cost of such audit, inspection, provision of information or data protection impact assessment shall be borne by the Customer.
 - 7.3. The Customer may require the Reseller to conduct an audit or inspection of the Sub-Processor's systems and processes in relation to the processing of Customer Personal Data. The cost of such an audit or inspection shall be borne by the Customer.
8. Indemnity and limitation of liability
- 8.1. Subject to the limitation in paragraph 8.3, the Customer shall indemnify and keep indemnified the Reseller in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by, the Reseller and any Sub-Processor arising from or in connection with any:
 - 8.1.1. non-compliance by the Customer with Data Protection Legislation;
 - 8.1.2. processing carried out by the Reseller or any Sub-Processor pursuant to any Processing Instruction that infringes Data Protection Legislation; or
 - 8.1.3. breach by the Customer of any of its obligations under this Addendum, except to the extent that the Reseller is liable under paragraph 8.2.
 - 8.2. Subject to the limitation in paragraph 8.3, the Reseller shall indemnify the Customer for DP Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Addendum:
 - 8.2.1. only to the extent caused by the processing of Customer Personal Data under this Addendum and directly resulting from the Reseller's breach of this Addendum; and
 - 8.2.2. in no circumstances to the extent that any DP Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of this Addendum by the Customer.
 - 8.3. The parties' total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Addendum or any collateral contract shall in all circumstances be limited to 100% of the fees paid or payable during the 12 months preceding the event triggering paragraph 8.1 or 8.2.

Customer: 聯利媒體股份有限公司

By:

(Authorized Signature)

(Print Name) 陳文琦

Title: 董事長

Date:

Reseller: Merkle Data and Business Consulting
(Taiwan) Co. Ltd.

By:

(Authorized Signature)

(Print Name) Jennifer Tang

Title: Chairman

Date:



ANNEX1 TO APPENDIX D

Subject Matter, Nature and Purpose of processing	Reseller's provision of the Processor Services and any related technical support to the Customer. Reseller will process (including, as applicable to the Processor Services and the instructions described in Section 3.2.1 (Processing Instructions), collecting, recording, organising, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying) Customer Personal Data for the purpose of providing the Processor Services and any related technical support to Customer in accordance with these Data Processing Terms.		
Duration	The Term plus the period from expiry of the Term until deletion of all Customer Personal Data by Reseller in accordance with these Data Processing Terms.		
Customer Personal Data	Customer Personal Data may include the types of personal data described at privacy.google.com/businesses/adsservices .		
Data Subjects	Customer Personal Data will concern the following categories of data subjects: <ul style="list-style-type: none">data subjects about whom Reseller collects personal data in its provision of the Processor Services; and/ordata subjects about whom personal data is transferred to Reseller in connection with the Processor Services by, at the direction of, or on behalf of Customer.		
Specific Restrictions	Depending on the nature of the Processor Services, these data subjects may include individuals: (a) to whom online advertising has been, or will be, directed; (b) who have visited specific websites or applications in respect of which Reseller provides the Processor Services; and/or (c) who are customers or users of Customer's products or services.		
Processor DPO	Merkle Taiwan : Jason Kang, jason.kang@merkle.com Client: Sandra Lin, sandralin@tvbs.com.tw		
Permitted Sub-Processors and Transfers			
Name (Set out here the name and registered address of the Sub-Processor)	Services (Set out here the permitted services that they will undertake in relation to Customer Personal Data)	Location/Transfers (Set out here the location in which the entity will process the Customer Personal Data, indicating where and from whom this has been transferred where relevant)	Mechanism (Set out here the agreed mechanism for ensuring any transfer is compliant with Data Protection Legislation pursuant to this Data Processing Addendum)
Google LLC, Google Ireland Limited or any other Affiliate of Google LLC.	Google Analytics Service, Google Optimize 360 service and/or the Google Tag Manager 360 service (as applicable).	Google Data Center Locations : www.google.com/about/datacenters/inside/locations/index.html	Google Analytics and the EU-US Privacy Shield Refer to : https://policies.google.com/privacy?hl=en-US



MERKLE

客戶：聯利媒體股份有限公司
TVBS MEDIA INC.
統一編號：84305300
專案名稱：2024 年度 GA 360 軟體授權合約
語言：■ 繁中 □ 簡中 □ ENGLISH
期間：2024/01/01~2024/12/31

美庫數據商務顧問股份有限公司
Merkle Data and Business Consulting (Taiwan) Co., Ltd.
統一編號：27770826
110 台北市信義區松仁路100號 10樓
10F, No. 100, Songren Rd., Xinyi Dist | Taiwan
tel: +886 2-2717-6588 fax: +886 2-2717-3818

專案	工作項目	描述	年度預估總價(美金未稅)
1	GA 360 年約 + C 用量方案 (每月10億)	年約授權內容 1 360 度專屬功能 2 每月不含量-10 億事件 (1,000M event/per Month) 3 360 度服務SLA [3] 附加服務 1 每年 72 小時技術支援諮詢服務(上班日、上班時間) 2 每年 12 小時線上直播教育訓練	US\$ 104,850
2	超額用量費 (依每月超額狀況收取)	若每月用量超過內含之 10 億事件，超過部分將以 1M 為單位收取超額用量費。 -- 當月 10 億 - 25 億 部份 每 1M 超額用量以平稅 USD 2.5 計算。	依每月超額狀況收取
專案小計(美金未稅)			US\$ 104,850
營業稅			US\$ 5,243
專案總價(美金含稅)			US\$ 110,093

* 專案規格備註：

- 相關權利義務如付款條件另外透過合約約定。
- 新版 GA 360 服務SLA 說明可見 https://marketingplatform.google.com/about/analytics_products/sla/
- 本報價單包含 GA 360 產品使用授權，內含用量為每月10億事件數，每月費用為 USD 8,737.5 (平稅)，折合每年費用為 USD 104,850 (平稅)
- 年約期間：當每月實際用量超過每月方案內含之10億事件數，將針對超額部分以 1 百萬事件數 (1M events) 為單位收取超額用量 (實報實銷)

* 其他事項

客戶認美庫數據商務顧問股份有限公司(以下稱代理商)是執行該專案的代理商。

- 付款期限與方式：以合約約定為準。
- 若客戶未於前述期限內付款予代理商，代理商將停止執行該專案並實行加計利息之權利【加計利息按台灣銀行當戶放款利率，如有調整，另行通知。】
- 若客戶就代理商帳單中之任何項目有疑義，應於收到帳單後5個工作天通知代理商，客戶同意先行支付未有疑義部份之款項，代理商於前述條文加收逾期利息者，該應付款項直到代理商提出正確之項目為止，不含客戶有疑義之項目。
- 客戶提供予代理商之廣告素材應符合相關法令之標準及規範(包含第三人權利，如肖像權、美術著作等保護已取得合法權利，得再授權代理商於本估價單目的必要範圍內得自行、授權或委託第三人加以剪輯、並得於包含但不限無線電視、有線電視、衛星電視、廣播電台、電影院、平面媒體、廣播電台、電影院、戶外媒體、行銷推廣活動、大眾運輸媒體、行銷推廣活動、網路網路、手機、PDA及其他一切現行及未來之傳統媒體等媒體中公開刊登、公開播送、公開上映及公開傳輸等權利)，若違反相關法規導致任何求償或其他法律行動，應由客戶負一切損害賠償責任(包含但不限於代理商之訴訟費、律師費及主管機關罰鍰等)。
- 雙方擔保於本估價單存續期間及本約終止後二年內，就有關其中一方取得之資料、文件、資訊與本估價單之相關內容(包括但不限於代理商課程內容、服務費用、購買條件等)負保密義務，非經另一方書面同意，不得透露予任何第三人，但為履行本約目的，將前述應保密之資訊向代理商之雇員、分包商或關係者披露及政府或法院請求而揭露行為除外。
- 如果：(1) 代理商有合理理由認為客戶存在不能按時履行本專案估價單下所有付款義務的可能，且(2) 客戶不願或不能向代理商提供擔付款或其他使代理商滿意的擔保，則代理商有權：(1) 取消現有的專案執行；(2) 終止客戶已簽署而尚未執行之本專案執行相關工作；或(3) 終止本專案估價單。
- 代理商僅於因僅可歸責於代理商本身之故意或過失所導致之違約時承擔違約責任(包括本估價單所載「資料處理規範」應遵守義務之違反在內)，且該違約責任以造成客戶之直接損害為限；但前述代理商所承擔之直接損害最大責任不得超過本專案估價單所載專案總價之10%。
- 任何一方均不承擔為另一方之任何實際或預計收入或利潤損失、損失資料機會或者任何特殊之間接或者因違約、侵權(包括過失)或因其他情況而產生之任何性質之間接損失或賠償而負責，亦不該等損失或賠償能否預見、是否預見或知悉。
- 本專案估價單當事人雙方應遵守反賄賂和反貪污的有關法規，且在本專案合作期間應落實其政策與程序，確保遵守有關法規，任一方違反本條規定應視為重大違約事項未違約方得立即終止本專案估價單，重大違約之情形為：當可改正的違約情形發生，違約方未於書面通知後30天內改正即視為重大違約情形。
- 在本估價單服務之性質必須處理任何個人資料(依相關資料保護法定義)之範圍內，雙方當事人同意接受「資料處理規範」相關約定條款。
- 客戶保證本專案估價單客戶代表人簽蓋，並經客戶授權，代表客戶所為，並於客戶代表人簽署後即生效力，如客戶違約致代理商受有損害，客戶應負擔損害賠償責任(包含但不限於合理之律師費用在內)。

Approvals

Client客戶授權簽署人：

代理商Account：Jay Lin

