GENERAL CONDITIONS FOR CLOUD INFRASTRUCTURE MANAGED SERVICES

1. OBJECTIVE

This document aims to define the conditions for implementation and the financial terms for the governance services of the Client's infrastructure, as outlined in the commercial proposal and any other referenced document.

2. CONTRACTUAL DOCUMENTS

2.1 These General Conditions, along with the commercial proposal and the quotation, constitute the contract between the Client and BRIXIO TECHNOLOGIES L.L.C., excluding any general conditions of the Client and all other documents, agreements, or previous discussions. BRIXIO TECHNOLOGIES L.L.C. reserves the right to modify these conditions at any time, with such changes immediately applicable to all new proposals. For services currently in use, the Client will be notified by email of any changes, which will take effect thirty (30) calendar days after said notification.

2.2 In the event of contradiction, specific conditions contained in the quotation and/or the commercial proposal prevail over these General Cloud Services Conditions.

3. DURATION AND RENEWAL

The duration of this contract is specified in the commercial proposal. After this period, the contract will be automatically renewed for successive periods of one (1) year unless terminated by registered letter with acknowledgment of receipt by the Client or BRIXIO TECHNOLOGIES L.L.C. at least three (3) months before the contractual deadline.

4. PACKAGE FEATURES

The managed Cloud services packages offered by BRIXIO TECHNOLOGIES L.L.C. depend on the typology of the Client's platform(s), the services necessary for its proper functioning and/or those required by the Client. The packages are service subscriptions, and their scope and technical characteristics are described in the Proposal. The package subscribed to by the Client is specified in the signed commercial proposal in its dated version.

5. COMMITMENTS OF BRIXIO TECHNOLOGIES L.L.C.

5.1 Obligations of BRIXIO TECHNOLOGIES L.L.C.: BRIXIO TECHNOLOGIES L.L.C. undertakes to implement all means and diligence necessary to provide the Client with the services described in the commercial proposal, respecting Service Levels, volume, and service completion time. BRIXIO TECHNOLOGIES L.L.C. recognizes an obligation to provide advice, including information and recommendations for all services rendered and technical responses to the Client's expressed needs. Certain updates to Cloud extensions for service implementation (incident resolution, modification of certain parameters at the Client's request, etc.) may incur additional costs from the Cloud Provider. In such cases, BRIXIO TECHNOLOGIES L.L.C. will make every effort to inform the Client. Given the high technicality of any IT service, BRIXIO TECHNOLOGIES L.L.C. cannot guarantee incident-free operation or uninterrupted operation of the Client's infrastructure, nor that an intervention will immediately resolve the encountered difficulty, nor that after the intervention, the incident will not reoccur, nor that any difficulty will not be generated by its intervention.

5.2 Modification of services and evolution of the IT environment at the request of the Client or at the initiative of BRIXIO TECHNOLOGIES L.L.C.: The IT environment may undergo changes, including in volume, geographical scope, technical scope, or content, leading to a corresponding modification of the Services. Minor changes, ensuring the operational continuity of the Client's systems, equipment, and infrastructure, will be covered within the framework of managed Cloud services. All other changes will be addressed in a commercial proposal from BRIXIO TECHNOLOGIES L.L.C., which must be validated by the Client before the start of services.

5.3 Priority in the provision of Services: Incident handling takes precedence over service requests. Production takes priority over the transfer, integration, or quality assurance environment. The default scheme for service requests will follow the FIFO (first in, first out) principle in each case and type of service, unless specifically stated in the process/procedures or indicated by BRIXIO TECHNOLOGIES L.L.C.'s Delivery Manager or in the service level commitments. If a specific request has a shorter deadline/delivery date than usual, it may be necessary to give it higher priority than another request with a later target date.

6. CLIENT COMMITMENTS

The Client acknowledges having received all necessary information and advice from BRIXIO TECHNOLOGIES L.L.C. before authorizing the provision of managed Cloud infrastructure services. The Client recognizes that the managed Cloud infrastructure service under the Contract is in line with its needs.

The Client commits to collaborating with BRIXIO TECHNOLOGIES L.L.C. in the execution of the Services, particularly by preparing and making available in a timely manner the technical environment and the necessary information to BRIXIO TECHNOLOGIES L.L.C. The Client acknowledges that its commitment to cooperation is a determining factor without which BRIXIO TECHNOLOGIES L.L.C. would not have contracted.

Any delay or failure of the Client in fulfilling its obligations may lead to a shift in the service delivery timelines. Likewise, any delay attributable to the Client may lead to a revision of the price of the Services in case additional work is required by BRIXIO TECHNOLOGIES L.L.C. to compensate for this delay.

The Client commits to designating a preferred contact with sufficient authority to make binding decisions. The Client will mobilize its employees whom it wishes to associate with the realization of the Services alongside BRIXIO TECHNOLOGIES L.L.C.

The Client commits to provide and continuously maintain access conditions for BRIXIO TECHNOLOGIES L.L.C. to the Cloud Provider's subscriptions and resources.

During the services, the Client also commits not to perform any manipulation on its infrastructure without informing BRIXIO TECHNOLOGIES L.L.C.

The Client commits to keeping its application environments up to date. Specifically, for the software part, major updates of the operating system and services are regularly necessary, and BRIXIO TECHNOLOGIES L.L.C. agrees with the Client on the conditions for applying these updates. The Client commits to participating in maintaining the compatibility of the software used.

The Client subscribes directly with the Cloud Provider for the provision of infrastructure and associated services, according to its own needs. The Client is responsible for the payment of these services.

At any time, the Client may terminate the subscription to the Cloud Provider's services. The Client must then notify this termination to BRIXIO TECHNOLOGIES L.L.C., by email to their designated contact person in charge of monitoring their service, with a notice period of sixty (60) working days, so that BRIXIO TECHNOLOGIES L.L.C., in accordance with its advisory obligation, can propose the services of another Cloud Provider and organize the migration to this new Provider. The costs of migration to another Cloud Provider are not covered by these terms and will be the subject of a commercial proposal.

7. SERVICE LEVELS

7.1 General Principles: The service level commitments ("SLA") define the level and quality of the services performed by BRIXIO TECHNOLOGIES L.L.C. These elements are subject to continuous monitoring throughout the service duration and correspond to the timelines (i) for incident management and (ii) for change requests. The SLAs are defined based on the metrics of the monitoring tool and the timestamping of tickets from the ticketing tool.

The following measures will be carried out for quality analysis: (i) a star rating system to assess the provided service and (ii) a target level below which the service is considered inferior and below the expected quality level.

The above system will be used for reporting and will allow tracking the service levels achieved week by week, implementing corrective actions if necessary, and applying a service credit accordingly. The services will be executed during the execution period specified in the package described in the commercial proposal of BRIXIO TECHNOLOGIES L.L.C.

7.2 Availability of the Client's Platform: BRIXIO TECHNOLOGIES L.L.C. guarantees that the Client's Platform will be available at least 99.5% of the time.

7.3 Support for Incidents and Service Requests:

Acknowledgment: BRIXIO TECHNOLOGIES L.L.C. guarantees that Incidents and Client requests will be acknowledged according to the service levels below at least 98% of the time.

Resolution: BRIXIO TECHNOLOGIES L.L.C. guarantees that Incidents will be resolved according to the service levels below at least 95% of the time.

Nan je sais	Acknowledgment time*	Resolution time* (from the declaration to resolution)
Critical	30 minutes	4 hours
Major	60 minutes	8 hours
Minor	90 minutes	24 hours
Service Request	90 minutes	To plan

*Within the execution period of the services

The incident ticket can be created by (i) BRIXIO TECHNOLOGIES L.L.C. using its monitoring tools, in which case the ticket will be considered acknowledged as soon as it is created, or by (ii) the Client - the ticket will then be considered acknowledged once the Client has documented it and its status is qualified as "In Progress."

8. SERVICE CREDITS

In the event of non-compliance with the service levels, service credits may be applicable according to the terms specified below.

Service credits are calculated as a percentage of the total amounts due on the Client's invoice for the monthly billing cycle during which the downtime occurred or when the reaction time was not met and

are applied proportionally to the unavailable Services and to the support that was not performed according to the target level.

8.1 Platform Unavailability: The service credit related to the unavailability of the platform will be calculated in accordance with the table below:

Performances	Performance Service Credit*
For a monthly availability between 99.5% and 98%	3%
For a monthly availability between 98% and 97%	5%
For a monthly availability between 97% and 95%	7%
For a monthly availability of less than 95%	10%

*Calculated on the Monthly Contract Amount

8.2 Consideration (support response time): The service credits related to platform response time objectives will be calculated according to the tables below:

Type of incident	Acknowledgement time*	Service Credit if SLA not achieved (according to % of SLA)				
		< 98%	95%–98%	93%–95%	90%–93%	> 90%
Critical	30 minutes	0%	3%	5%	7%	10%
Major	60 minutes					
Minor	90 minutes					
Service Request	90 minutes					

*Within the execution period of the services

Type of incident	Resolution Time*	Service Credit if SLA not achieved (according to % of SLA)				
		< 98%	95%–98%	93%–95%	90%–93%	> 90%
Critical	4 hours	0%	3%	5%	7%	10%
Major	8 hours					
Minor	48 hours					
Service Request	To be estimated					

*Within the execution period of the services

In any case, the cumulative amount of service credits that the Client may claim each month, for all causes combined, is limited to 10% (ten percent) of the monthly pre-tax amount of the price of the impacted Services. The amount of service credits applicable annually is capped at 20% (twenty percent) of the annual pre-tax amount.

Service credits, as provided here, are conclusive and exclude any other right or recourse of the Client against BRIXIO TECHNOLOGIES L.L.C. for damages suffered due to non-compliance with the SLAs. The compensation under the service credits is lump sum.

It is reminded here that these must be applied in good faith by the Client and BRIXIO TECHNOLOGIES L.L.C. The declaration of tickets to be processed must be justified and relevant. Therefore, the implementation of this system cannot have the effect of the Client voluntarily declaring a significant number of Incidents with the aim of bringing the credit to its maximum amount.

8.3 Payment of Service Credit

General Principles: BRIXIO TECHNOLOGIES L.L.C. will only apply service credits to future payments of services normally due by the Client, excluding, possibly, taxes, the cost of equipment, and software.

Service credits will not entitle the Client to any refund or other payment from BRIXIO TECHNOLOGIES L.L.C. Service credits cannot be transferred or applied to another account.

Service Credit Request and Payment Procedures: To receive a service credit, the Client must submit their request by email to BRIXIO TECHNOLOGIES L.L.C. at hello@brixio.io no later than 30 calendar days after the billing cycle during which the service level commitments were not met and must include the necessary information for its validation by BRIXIO TECHNOLOGIES L.L.C., such as 1) the description of the environment, 2) the dates and times of each unavailability, and 3) insufficient support reaction times, and 4) if possible the logs that document the errors and corroborate the Incident declared by

the Client - all confidential or sensitive information contained in these logs must be deleted or replaced with asterisks.

BRIXIO TECHNOLOGIES L.L.C. will review all reasonably available information and determine in good faith whether a Service Credit is due. BRIXIO TECHNOLOGIES L.L.C. will do its utmost to process claims within the month following and within fortyfive (45) days of their receipt. If the monthly availability percentage / support reaction time / execution of any request is confirmed and is lower than the agreed service commitments, the Service Credit request will be and will take the form of a credit applied to the billing cycle following the confirmation by BRIXIO TECHNOLOGIES L.L.C.

The Client is not authorized to unilaterally offset the applicable Service Credits in the event of availability issues or change requests. Service Credits obtained during a billing month can in no case exceed the amount of the monthly package applicable to the service concerned by this service credit.

8.4 Limits: These service level commitments will not apply to performance or availability problems, particularly due to:

- The Client, employees, agents, subcontractors, or suppliers of the Client, or anyone accessing the Cloud Provider's network via the Client's equipment, or any other means authorized by the Client;
- The non-performance of tests or actions necessary and requested by the Provider;
- The non-provision of useful and precise information on the nature of the Incident;
- The use of services, equipment, or software not provided by BRIXIO TECHNOLOGIES L.L.C., leading to insufficient bandwidth;
- Third-party providers of the Client and in particular the Cloud Provider, which has issued its own service engagement rules.
- The Client's failure to perform tests required by BRIXIO TECHNOLOGIES L.L.C.;
- The Client's failure to follow a recommendation by BRIXIO TECHNOLOGIES L.L.C. in using a service resulting in a decrease in the level of service;
- A decrease in expected SLAs in the case of preview, prepublication, beta, or evaluation versions of a service, feature, or software (as determined by BRIXIO TECHNOLOGIES L.L.C.) or for pre-production staging environments.
- The Client's failure to adhere to appropriate security practices;
- The Client's failure to comply with required configurations, rules of use of supported platforms, follow any acceptable use policy, or use the service in a manner incompatible with the service's functions and features (for example, attempting to perform unsupported operations) or incompatible with BRIXIO TECHNOLOGIES L.L.C.'s instructions;
- Modifications imposed by the Client on the Provider (including the production of new data),

BRIXIO TECHNOLOGIES L.L.C. provides Services relying on the infrastructure of the Cloud Provider, only the conditions and commitments of the latter apply to the infrastructures or services provided by him. In the event of an incident related to hosting, the application of the resolution times indicated herein will only run from the resolution of the Incident by the Cloud Provider.

9. FINANCIAL CONDITIONS

9.1 Price of services: In return for the Services provided, the Client agrees to pay BRIXIO TECHNOLOGIES L.L.C. the price indicated in the Commercial Proposal and according to the scheduled deadlines. This amount will be increased by the current VAT and other possibly applicable taxes on the day of invoicing.

9.2 Price Revision: If the duration of the Services exceeds one year, it is agreed that the price will be automatically revised on January 1st of each year. The price revision will be calculated based on the latest Dubai Consumer Price Index (CPI) or an equivalent index recognized in the United Arab Emirates, according to the following formula:

- $P1 = P0 \times (I1 / I0)$
- P1: revised price
- P0: original contractual price or last revised price
- I0: reference index (such as the Dubai CPI) retained at the original contractual date or during the last revision
- I1: latest index published on the revision date

If the chosen index were to become unavailable or obsolete, the Parties would replace it by mutual agreement with the closest and most relevant index.

9.3 Payment Terms: Invoices are payable, net and without discount, within a period of 30 net days from the date of invoice issuance.

9.4 Late Payment Penalties: Any amount due and unpaid by the indicated date will automatically, without prior notice, incur late payment penalties. These penalties will be calculated from the day following the invoice due date until the full payment is made. The penalty rate will be based on the current Emirates Interbank Offered Rate (EIBOR), increased by 10 percentage points. Additionally, a lumpsum compensation for recovery costs of AED 200 will be applied.

In case of non-payment within the deadlines, BRIXIO TECHNOLOGIES L.L.C. reserves the right to suspend services until full payment of the amounts due. This right is without prejudice to BRIXIO TECHNOLOGIES L.L.C.'s right to terminate its contractual relationship with the Client.

10. LIABILITY

Each Party assumes sole responsibility for the direct and foreseeable damages suffered by the other Party resulting from its faults, errors, or omissions, causing direct damage to the other Party. In such cases, the Parties will then be required to remedy their consequences at their own expense.

The liable Party shall indemnify the other Party for damages, losses, expenses, and costs borne by the latter due to the aforementioned faults, errors, or omissions attributable to the liable Party, as well as any expenses, claims, demands, and costs arising from this responsibility.

In all cases, the Parties also commit to making their best efforts to practically limit the extent of the harm suffered by the other Parties for which compensation will be sought.

Under no circumstances can the liability of either Party be invoked on the grounds of force majeure or indirect and/or unforeseeable damage, in connection with these terms, such as, in particular, any loss of data, business damage, loss of turnover or profit, loss of clientele, loss of an opportunity, or damage resulting from harm to the image or reputation related to or arising from the websites, their operation, even if BRIXIO TECHNOLOGIES L.L.C. has been informed of the possibility of such loss or damage.

10.1 Client's Liability: The Client is solely responsible for the control, quality, content, and accuracy of the information and documents it provides to BRIXIO TECHNOLOGIES L.L.C. for the execution of the Services.

The Client assumes full responsibility for its activities and the use of the Services provided by BRIXIO TECHNOLOGIES L.L.C. and remains notably responsible (i) for contents such as information, data, files, systems, applications, software, websites, and other elements reproduced, collected, transmitted, broadcasted, published used in

the Services, (ii) for the management and use of said contents (including their control, validation, updating, deletion, backup, and any other measure to guard against losses and alterations of contents), and (iii) for compliance with applicable laws and regulations. The Client will take all necessary precautions to prevent the introduction of Malicious Programs into the Client's information system and will take appropriate measures if the existence of such a Program is detected. If BRIXIO TECHNOLOGIES L.L.C. or the Client detects the presence of a Malicious Program, the Parties agree to collaborate to determine the source and eliminate the consequences.

10.2 Responsibility of BRIXIO TECHNOLOGIES L.L.C.: BRIXIO TECHNOLOGIES L.L.C. is responsible for (i) all damages resulting from non-compliance with its obligations to the Client, (ii) any permanent alteration, loss, theft, or unauthorized reproduction of data and files transmitted by the Client in the execution of the Services, provided that its fault has been proven by the Client.

Maintenance on infrastructure equipment is carried out under the conditions in force by the Cloud Provider. BRIXIO TECHNOLOGIES L.L.C. cannot be held responsible for interruptions, degradations, and/or incidents identified as relevant to the services of the Cloud Provider.

10.3 Exemption from Responsibility of BRIXIO TECHNOLOGIES L.L.C.: The responsibility of BRIXIO TECHNOLOGIES L.L.C. cannot be invoked in any way in the following cases:

- Failure resulting from an act attributable to the Client, a third party who is not one of its employees, or force majeure;
- Non-compliance with one of its obligations, particularly in terms of service execution deadlines, resulting from an act attributable to the Client, a third party, or force majeure;
- Any refusal by the Client to consider warnings or recommendations issued by BRIXIO TECHNOLOGIES L.L.C. as part of its advisory obligation;
- Any incident identified as relevant to the Cloud Provider.

Regardless of the nature, basis, and terms of the action initiated, the liability of BRIXIO TECHNOLOGIES L.L.C. can only be engaged in case of proven fault and will be limited to the total amount of invoices actually paid by the Client for the price of Services in the year in which the liability-causing event occurred, or to the direct damage suffered by the Client if it is lower. The provisions of this Article distribute the risk between the Parties. The Parties acknowledge that the agreed prices as defined in the "Financial Conditions" Article reflect this distribution of risk. The limitation period for any action for compensation for Damage is limited to one (1) year from the occurrence of the said Damage.

11. TERMINATION

11.1 Termination for breach: In the event of a breach by one of the Parties of any of its obligations under these terms, the other Party may, without prejudice to possible damages and interest, pronounce the termination, immediately and as of right, without the need for a judicial procedure, thirty (30) calendar days after receipt by the defaulting Party, of a formal notice sent by registered letter with request for acknowledgment of receipt advising of the failure, and if this notice has remained without effect 30 calendar days after receipt. By express agreement, shall be considered as a breach, any failure of one or the other of the Parties to its contractual obligations and notably (i) concerning BRIXIO TECHNOLOGIES L.L.C. the performance of the Services as described herein, and (ii) concerning the Client of his commitment to collaborate and his commitment to pay.

11.2 Consequences of termination: The Client will be liable for the sums due for the Services performed up to the date of termination. BRIXIO TECHNOLOGIES L.L.C. will return to the Client all equipment, supplies and/or documents possibly in its possession belonging to the Client. The Parties will determine, on the date of notification of the termination, the services delivered by BRIXIO TECHNOLOGIES L.L.C. during the notice period. These services may be subject to a quote for time spent, which must be signed by the Client before any start of services.

Regardless of the nature, basis, and modalities of the action initiated, the liability of BRIXIO TECHNOLOGIES L.L.C. can only be engaged in case of proven fault and will be limited to the total amount of invoices actually paid by the Client for the price of Services in the year in which the liability-generating event occurred or to the direct damage suffered by the Client if it is lower. The provisions of this Article distribute the risk between the Parties. The Parties acknowledge that the agreed prices, as defined in the Article "Financial Conditions," reflect this distribution of risk. The limitation period for any action for compensation of Damage is limited to one (1) year from the occurrence of said Damage.

12. INTELLECTUAL PROPERTY

The agreed financial conditions include, without the need for any mention thereof in the invoicing, the transfer to the Client of the material and intellectual property (except for trademark rights and subject to the provisions of this article) of all the specific elements constituting the services, including, but not limited to, the following elements created by BRIXIO TECHNOLOGIES L.L.C.: knowledge bases, specific software, computer system patches, detailed analyses, magnetic media, reports, manuals, documentation, studies, minutes, innovations, visual or sound elements, and results, whether patentable or not.

BRIXIO TECHNOLOGIES L.L.C. remains the sole owner of all rights to the development tools of which it is the owner prior to the performance of the Services. The same applies to its standard software used in the performance of the Services.

Each Party will guarantee the other Party against all claims relating to the right of use, enjoyment, and/or ownership of the pre-existing works, regardless of the legal qualification of the action brought, and will bear the compensation to which the other Party may be sentenced. In the same way, BRIXIO TECHNOLOGIES L.L.C. will guarantee the Client against all consequences, including financial ones, and all costs, expenses, and fees of lawyers and/or advisors, resulting from any claim, demand, or legal action of any nature emanating from any third party, and tending in particular to restrict or prohibit the use of the services and/or to any payment or compensation due to their use or provision under the following conditions: (1) that BRIXIO TECHNOLOGIES L.L.C. be informed in writing, within eight (8) calendar days, from the date on which the Client himself becomes aware of these claims or legal actions; (2) that BRIXIO TECHNOLOGIES L.L.C. alone manages the defense of the Client and any negotiation on behalf of the Client for a settlement; it being understood that the Provider undertakes to do what is necessary to best meet the Client's requests in its defense, (3) BRIXIO TECHNOLOGIES L.L.C. must be able to ensure the defense of its own interests and those of the Client, and for this, the Client collaborates loyally in said defense by providing all the elements, information, and assistance necessary to conduct such a defense, (4) that the Client does not negotiate any amicable solution without having previously associated BRIXIO TECHNOLOGIES L.L.C. and obtained its agreement.

Similarly, this guarantee is only valid if the claim action does not result from elements provided by the Client or from modifications made by the latter, or by a third party acting on behalf of the Client. Under this guarantee, BRIXIO TECHNOLOGIES L.L.C. undertakes at its own expense either (i) to obtain for the Client the right to continue to use the services and/or the concerned element, or (ii) to modify them to eliminate any infringing element.

This article constitutes the Client's sole and exclusive remedy against BRIXIO TECHNOLOGIES L.L.C. under the warranty of peaceful enjoyment.

13. CONFIDENTIALITY

The Parties strictly forbid themselves from disclosing any information or documents of any nature whatsoever that they may have learned about the other Party, its activities, its contractual partners, as well as the results of the performed Services. This commitment will remain in force for two (2) years from the cessation of the Services. As necessary, BRIXIO TECHNOLOGIES L.L.C. specifies that all information relating to its know-how, techniques, and working methods is confidential.

By signing this document, the client declares to authorize and accept that the provider reserves the right to cite the corporate name, or the trade name, of the client and the object of the service as a reference in any advertising, commercial and institutional document (notably on its website).

14. SUBCONTRACTING

BRIXIO TECHNOLOGIES L.L.C. belongs to the Brixio Group of Companies and is authorized to subcontract all or part of the services ordered by the Client to any of the subsidiaries of the Brixio Group, which the Client acknowledges having been informed of by these presents.

15. PERSONAL DATA

16.1 Processing of personal data by BRIXIO TECHNOLOGIES L.L.C. on behalf of the Client: In the context of the performance of the Services, BRIXIO TECHNOLOGIES L.L.C. may have access to personal data relating particularly to the employees and/or clients of the Client. These data may be processed by BRIXIO TECHNOLOGIES L.L.C., as a subcontractor within the meaning of Regulation (EU) 2016/679 (called "GDPR"), only to the extent necessary for the performance of the Services and according to the instructions and security measures provided by the Client.

Within the framework of the purposes defined by the Client and in accordance with the Article "Subcontracting", the Client accepts that the personal data may be transferred by BRIXIO TECHNOLOGIES L.L.C. to the Group Companies, including those located in a third country, which the Client acknowledges having been informed of and accepts by this document. This transfer can only take place within the strict limit necessary for the execution of the Services, and provided that this transfer is framed by the conclusion of Standard Contractual Clauses (SCC) issued by the European Commission between BRIXIO TECHNOLOGIES L.L.C. and the Companies of its group and/or its subcontractors, on behalf and for the account of the Client.

It is agreed that the Client will take care, as a Data Controller within the meaning of the Regulation (EU), of the collection of personal data and associated obligations.

16.2 Processing carried out by BRIXIO TECHNOLOGIES L.L.C.: In the context of the Services, BRIXIO TECHNOLOGIES L.L.C. collects data under conditions provided by the GDPR, for purposes (a) of Client relationship management (invoicing, support and maintenance of Services, commercial management, archiving, telephony, improving quality, security and performance of services, recovery, etc.), and (b) compliance with the regulation applicable to BRIXIO TECHNOLOGIES L.L.C. (notably legal obligations of conservation, and right of access, rectification and deletion of data).

The data processed for the purpose of managing the relationship between the Parties consists of information such as name, first name, professional postal address, professional email address, professional telephones of the Client's collaborators and are kept by BRIXIO TECHNOLOGIES L.L.C. in accordance with current legislation. The Client accepts that the personal data concerning him be transferred by BRIXIO TECHNOLOGIES L.L.C. to the Group Companies, including those located in a third country, which the Client acknowledges having been informed of by this document. This transfer is framed by the conclusion of Standard Contractual Clauses (SCC) issued by the European Commission between BRIXIO TECHNOLOGIES L.L.C. and the Companies of its Group.

In accordance with the applicable regulations, the Client has the right to access, rectify and delete the aforementioned information concerning him. He can exercise this right and obtain communication of said information from the Data Protection Officer of BRIXIO TECHNOLOGIES L.L.C. by email at: hello@brixio.io.

16. INSURANCES

Throughout the duration of the Services, the Parties undertake, and to maintain throughout the duration of this agreement, to subscribe to an insurance policy covering, for BRIXIO TECHNOLOGIES L.L.C., the pecuniary consequences of its professional liability in case it is engaged and for the Client, all damages that may be attributed to him.

The Parties cannot in any way invoke the non-existence of insurance policies, or the insufficiency of coverage, deductibles, or exclusions or more generally a difficulty that could be opposed to them by their respective insurers in the event of a claim, to obtain a mitigation of their liability.

17. DEFINITIONS

Service Credit: Refers to a credit in euros in favor of the Client, calculated according to the method specified below. Proposal: Refers to the technical characteristics related to the packages grouping the services offered by BRIXIO TECHNOLOGIES L.L.C.

- Incident: Refers to any event that is not part of the standard operation of a service and that causes, or may cause, an interruption or a decrease in the quality of this service. There are 3 types of incidents: 1) Critical incident: incident preventing the operation or access to the front-office site; 2) Major incident: incident that slows down the operation or access to the front-office of the site and/or its main functionalities, 3) Minor incident: incident that is neither a critical incident nor a major incident.

- Unavailable and Unavailability: Average time, for the services and databases of the Client's platform, during which the service or the Client's database does not work or is not accessible due to a service failure.

- Cloud Provider Infrastructure: Refers to all services for the provision of infrastructure resources and associated services by the hosting Provider on the public Internet, available to the Client. The Client has directly subscribed to the provision services from the Cloud Provider of their choice.

- Platform: Refers to the entire platform provided by the Cloud Provider and allowing the management and/or use of the Client's applications or website.

- Monthly Availability Percentage: Amount calculated by subtracting from 100% the percentage of minutes of the month during which the Client's platform is unavailable. The measurements in percentage exclude downtime resulting directly or indirectly from any exclusion of service level commitments.
- Ticketing Tool - JIRA: Refers to the dedicated JIRA computer tool, made available by the Provider and used by the Client to report and track Incidents and all service requests.
- Acknowledgment of Receipt or Taking Over: Time between the service request or incident declaration and the handling by BRIXIO TECHNOLOGIES L.L.C. It is calculated by subtracting the date and time at which the ticket was created and the date and time at which the ticket is assigned.
- Resolution Time: The time needed to respond to the request. It is calculated by subtracting the date/time of ticket creation from the date/time at which the ticket is indicated as resolved. This notion is to be differentiated from the closure period; the ticket may remain open a few days after its execution to ensure that the Client's needs are satisfied.

18. GENERAL PROVISIONS

19.1 Waiver: The fact that either Party does not exercise any of its rights under this agreement shall not be considered as a waiver of its right to exercise it.

19.2 Validity: If one or more of the stipulations of this agreement are null, contrary to law, or inapplicable for any reason, the validity, legality, or applicability of the other stipulations of this agreement shall in no way be affected. The concerned provisions may be replaced by any provision provided by law, which shall fully bind the parties.

19.3 Assignment - Substitution: The contract may not be assigned by either Party to a third party without the prior written consent of the other party. Notwithstanding the foregoing, BRIXIO TECHNOLOGIES L.L.C. reserves the right to substitute any company of its group in the execution of all or part of the Services, upon simple notification to the Client.

19.4 Amicable Procedure: In case of difficulties related to the validity, interpretation, or execution of the Contract, the concerned Party undertakes to notify it beforehand by registered letter to the other Party. Both Parties will strive to find an amicable solution within a period of thirty (30) days from the receipt of the registered letter, without this leading the Client to suspend the payment of all or part of the invoices due under the Contract.

19.5 Jurisdiction: This contract and any dispute arising from its performance will be governed by the laws of Dubai and subject to the exclusive jurisdiction of its arbitration courts, except where otherwise specified in this agreement.

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