GENERAL CONDITIONS FOR SOFTWARE DEVELOPMENT

1. OBJECTIVE

This document aims to define the conditions under which BRIXIO TECHNOLOGIES L.L.C. agrees to provide website, application or software creation services (the "Software") to a client (the "Client") on behalf of their own client. Within the framework of these general conditions, the client of the Client is referred to as the "co-contractor of the Client", the BRIXIO TECHNOLOGIES L.L.C. is referred to as the "Service Provider", and the Client and the Service Provider are collectively referred to as the "Parties", with each being referred to as a "Party".

2. CONTRACTUAL DOCUMENTS

The present general conditions for Software Development (the "General Software Dev Conditions"), together with the Service Provider's commercial proposal signed by the Client (the "Commercial Proposal"), constitute the contract entered into between the Parties (the "Contract"), excluding all other documents such as the Client's general conditions, agreements, or prior discussions. In the event that the Commercial Proposal includes specific conditions, they shall prevail over any contrary stipulation in the General Software Dev Conditions.

The Service Provider may, at any time and without restriction, modify the General Software Dev Conditions. The modified General Software Dev Conditions will be communicated to the Client via email. They will immediately apply to new commercial proposals and automatically apply to ongoing contracts thirty (30) calendar days after the dispatch of the aforementioned notification.

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 the Service Provider at least three (3) months before the contractual deadline.

4. SCOPE OF SERVICES

The Service Provider undertakes to design and execute the development of the Software for the Client as derived from the Client's expressed needs.

The development services for the Solution will be carried out in accordance with:

- The specifications outlined by the Client;
- The mock-ups provided by the Client at the time of proposal signing;
- The Service Provider's commercial proposal to meet the Client's expressed needs;
- The structure of the Solution provided by the Client;
- The technical and functional specifications provided by the Client;
- The graphic design provided by the Client;
- The estimated schedule provided by the Service Provider.

The Service Provider commits to providing the Client, upon request, with versions of the source code and executable code upon the validation of the Software delivery in a staging or production environment. The delivery of these elements does not entail any transfer of ownership rights to the Client until full payment of the invoices for the services has been made.

5. SERVICE PROVIDER COMMITMENTS

5.1 Obligations of the Service Provider: The Service Provider 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. The service Provider recognizes an obligation to provide advice, including information and recommendations for all services rendered and technical responses to the Client's expressed needs. Given the high technicality of any IT service, the Service Provider cannot guarantee an incident-free operation or uninterrupted functioning of the Site. Additionally, the Service Provider cannot assure that an intervention will immediately resolve encountered difficulties, that the issue will not reappear after intervention, or that no complications will arise due to the intervention.

5.2 Modification of services and software evolution at the request of the Client or at the initiative of the Service Provider: The Software may undergo changes, including in volume, geographical scope, technical scope, or content, leading to a corresponding modification of the Services. Any modification will be addressed in a commercial proposal from the Service Provider, which must be validated by the Client before the start of services.

6. CLIENT COMMITMENTS

The Client acknowledges having received all necessary information and advice from the Service Provider before authorizing the provision of services. The Client recognizes that the service under the Contract is in line with its needs.

The Client commits to collaborating with the Service Provider in the execution of the Services, particularly by preparing and making available in a timely manner the technical environment and the necessary information to the Service Provider and the Client acknowledges that its commitment to cooperation is a determining factor without which the Service Provider 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 the Service Provider 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 the Service Provider

The Client commits to provide and continuously maintain access conditions for the Service Provider to the Cloud Provider's subscriptions and resources.

During the services, the Client also undertakes not to perform any manipulations on the Site or hosting, except for modifying or adding content without notifying the Service Provider, except for Contributions.

If necessary, the Client commits to ensuring the renewal of licenses for paid extensions used on the Site. The Client agrees that the Site acceptance will occur following the resolution of incident fixes.

7. FINANCIAL CONDITIONS

7.1 Price of services: In return for the Services provided, the Client agrees to pay the Service Provider 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.

7.2 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.

7.3 Payment Terms: Invoices are payable, net and without discount, within a period of fifteen (15) net calendar days from the date of invoice issuance.

7.4 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, the Service Provider reserves the right to suspend services until full payment of the amounts due. This right is without prejudice to the Service Provider's right to terminate its contractual relationship with the Client.

8. 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.

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 the Service Provider for the execution of the Services.

The Client assumes full responsibility for its activities and the use of the Services provided by the Service Provider 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 the Service Provider 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 the Service Provider: The Service Provider 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. the Service Provider cannot be held responsible for interruptions, degradations, and/or incidents identified as relevant to the services of the Cloud Provider.

Regardless of the nature, basis, and terms of the action initiated, the liability of the Service Provider 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.

10.3 Exemption from Responsibility of the Service Provider: The responsibility of the Service Provider 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 the Service Provider as part of its advisory obligation;
- Any incident identified as relevant to the Cloud Provider.

9. 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 thirty (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 the Service Provider 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. the Service Provider 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 the Service Provider 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 the Service Provider 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.

10. 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 the Service Provider: 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.

the Service Provider 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, the Service Provider 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 the Service Provider 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 the Service Provider 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) the Service Provider 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 the Service Provider 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, the Service Provider 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 the Service Provider under the warranty of peaceful enjoyment.

11. PERSONNEL

11.1 Personnel Assigned to Services:

The Service Provider undertakes that the Services will be provided by qualified personnel. The Service Provider's personnel assigned to the execution of these shall remain under the administrative and social control and under the sole hierarchical and disciplinary authority of the Service Provider throughout the duration of the Contract. The Service Provider undertakes that its employees comply with regulations on concealed work and agrees to provide the Client, upon request, with all attestations and documents required in accordance with the provisions of the applicable Labor Code.

11.2 Non-Solicitation of Personnel:

The Client expressly undertakes not to solicit for hiring or to hire directly or indirectly, any employee of the Service Provider or its subcontractors, assigned to the provision of the Services, even if the initial solicitation is made by the employee. This prohibition is valid for the duration of the provision of the Services extended by a period of two (2) years from the end of the Contract, whatever the cause. As necessary, the Client ensures the application of this prohibition to other companies of the Group to which it belongs. In case of non-compliance with this commitment, the Client undertakes to pay the Service Provider, as a penalty clause and upon first request, compensation equal to the gross salaries, wages, and social charges related to the poached employee during the twenty-four (24) months preceding their departure.

12. 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, the Service Provider 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).

13. SUBCONTRACTING

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

14. PERSONAL DATA

14.1 Processing of personal data by the Service Provider on behalf of the Client: In the context of the performance of the Services, the Service Provider may have access to personal data relating particularly to the employees and/or clients of the Client. These data may be processed by the Service Provider, 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 the Service Provider 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 the Service Provider 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.

14.2 Processing carried out by the Service Provider: In the context of the Services, the Service Provider 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 the Service Provider (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 the Service Provider in accordance with current legislation. The Client accepts that the personal data concerning him be transferred by the Service Provider 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 the Service Provider 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 the Service Provider by email at: hello@brixio.io.

15. 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 the Service Provider, 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.

16. DEFINITIONS

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; 2) Major incident: incident that slows down the operation or access to the front-office and/or its main functionalities, 3) Minor incident: incident that is neither a critical incident nor a major incident.

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.

17. 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.

17.2 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.

17.3 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, the Service Provider 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.

17.4 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.

17.5 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.

End of Document