

CLOUDFLARE PROFESSIONAL SERVICES TERMS & CONDITIONS

These Terms & Conditions ("**T&Cs**") govern the provision of professional services ("**Services**") by **Brixio Technologies L.L.C.** ("**Service Provider**") to the client ("**Client**"). By signing the Quotation and the Statement of Work (SOW), the Client accepts these Terms & Conditions unless particular conditions are indicated on the Quotation, which will supersede these conditions.

1. Definitions

1.1. Affiliate

Any entity that, directly or indirectly, controls, is controlled by, or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity.

1.2. Applicable Law

All laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, permits, and orders adopted, enacted, promulgated, issued, or deemed applicable by or under the authority of a governmental body having jurisdiction or other legal authority over a Party, as applicable to a Party in the exercise of its rights and performance of its obligations under this Agreement.

1.3. Confidential Information

Any non-public information disclosed by one Party to the other during the term of this Agreement, including but not limited to business, technical, financial, or other information.

1.4. Data Security Terms

The Brixio Data Security Agreement and/or the Brixio Data Processing Addendum, which becomes a part of this Agreement upon execution by the Parties.

1.5. Deliverables

The reports, data, documentation, analyses, designs, materials, and other items provided by the Service Provider to the Client in connection with the Service Provider's performance of the Services, excluding any pre-existing templates, tools, or methodologies owned by the Service Provider.

1.6. Intellectual Property Rights

Any and all now known or hereafter existing worldwide:

- (a) Rights associated with works of authorship, including copyrights and moral rights;
- (b) Trademark or service mark rights;
- (c) Trade secret rights;
- (d) Patents, patent rights, and industrial property rights;
- (e) Layout design rights, design rights, and other proprietary rights of every kind and nature other than trade dress, and similar rights; and
- (f) All registrations, applications, renewals, extensions, or reissues of the foregoing.

1.7. Inventions

Any copyrightable material, notes, records, drawings, designs, innovations, improvements, developments, discoveries, and trade secrets conceived, discovered, authored, invented, developed, or reduced to practice by the Service Provider, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services, and any related Intellectual Property Rights.

1.8. Services

The performance of the activities, including the provision of the Deliverables, as described in this Agreement, and any other activities inherent and necessary to the activities and obligations described herein.

1.9. Specifications

The standards, requirements, functionality, use cases, schedule, and other descriptions included in this Agreement, the applicable SOW, and any written materials on the Service Provider's website, user documentation, help information, or other written information provided by the Service Provider that are applicable to the Services.

1.10. Statement of Work (SOW)

A separate contractual document that specifies the detailed scope of Services, key milestones, timelines, and deliverables. The SOW is an integral part of this Agreement and must be agreed upon by both Parties before the commencement of Services.

1.11. Quotation

A document provided by the Service Provider to the Client that includes the pricing and payment terms for the Services. The Quotation, along with the SOW, constitutes acceptance of these Terms & Conditions unless particular conditions are indicated on the Quotation, which will supersede these conditions.

1.12. Subcontractor

A third party, including agents or contractors of the Service Provider, to whom the Service Provider delegates or assigns performance of any Services.

1.13. Service Provider Personnel

Employees, agents, or contractors of the Service Provider or its Subcontractors.

1.14. Party/Parties

Individually, the Client or the Service Provider; collectively, both the Client and the Service Provider.

2. Scope of Services

2.1 The Service Provider agrees to provide the Client with professional services related to the implementation, configuration, integration, and optimization of **Cloudflare** products and services.

2.2 The exact scope, duration, and deliverables will be outlined in a separate **Statement of Work (SOW)**, which must be agreed upon by both Parties before the commencement of the Services.

3. Subcontracting

3.1 The Service Provider reserves the right to subcontract all or part of the Services to any company within its group, including those located outside of the European Economic Area (EEA), **without prior notification to the Client.**

3.2 Such subcontracting does not affect the obligations of the Service Provider to the Client, and the Service Provider will remain responsible for the performance of the subcontracted Services.

4. Client Obligations

4.1. Collaboration

4.1.1 The Client agrees to cooperate fully with the Service Provider throughout the provision of Services. This includes providing timely access to the Client's Cloudflare account and all necessary

information or infrastructure required for the execution of the Services.

4.2. Accountability for Delays

4.2.1 Any delays caused by the Client, including a lack of cooperation, failure to provide necessary information, or inability to provide access, may result in delays in the service delivery.

4.2.2 In such cases, the Service Provider reserves the right to adjust the project timeline and increase the service price accordingly to cover any additional work required due to the Client's delay.

4.3. Sign-Off

4.3.1 Upon the completion of each major milestone in the SOW, the Client will have seven (7) days to either sign off on the milestone or raise any disputes.

4.3.2 If no disputes are raised within this timeframe, the Services will be deemed accepted, and the associated milestone will become payable according to the agreed Quotation.

5. Technical Uncertainties

5.1 Due to the technical complexity of IT services and Cloudflare's platform, the Service Provider cannot guarantee incident-free operation of the Client's infrastructure or continuous uninterrupted service.

5.2 While the Service Provider will use its best efforts to resolve issues, it cannot ensure that every intervention will immediately resolve the problem or prevent future issues.

6. Fees and Payment Terms

6.1. Fees

6.1.1 The fees for the Services shall be set forth in the applicable **Quotation**. All fees are exclusive of applicable taxes.

6.2. Payment Terms

6.2.1 Invoices will be issued in accordance with the payment schedule specified in the Quotation, and payment shall be made within **thirty (30) days** of the invoice date.

6.3. Official Source of Pricing

6.3.1 The official source of pricing and payment terms will be indicated on the **Quotation** provided to the Client. In the event of any discrepancy, the Quotation shall govern.

6.4. Late Payments

6.4.1 If payments are not received by the due date, the Service Provider reserves the right to suspend Services and charge interest on overdue amounts at a rate of **1.5% per month** or the maximum rate permitted by law, whichever is lower.

7. Term and Termination

7.1. Term

7.1.1 The Services will commence as specified in the SOW and continue until the agreed deliverables are provided or until terminated in accordance with these T&Cs.

7.2. Termination for Cause

7.2.1 Either Party may terminate the Agreement immediately if the other Party materially breaches the T&Cs and fails to remedy the breach within **fifteen (15) days** after receiving written notice of the breach.

7.3. Effect of Termination

7.3.1 Upon termination, the Client will pay for all Services delivered up to the termination date.

7.3.2 Access to Cloudflare services provided during the engagement may cease unless otherwise agreed.

8. Confidentiality

8.1. Non-Disclosure

8.1.1 Each Party agrees to keep confidential any Confidential Information disclosed by the other Party during the term of this Agreement.

8.1.2 Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law.

8.2. Return or Destruction of Information

8.2.1 Upon termination or expiration of the Agreement, each Party will return or destroy all Confidential Information belonging to the other, as per the disclosing Party's instructions.

9. Intellectual Property

9.1. Service Provider Intellectual Property

9.1.1 The Service Provider retains all rights, title, and interest in and to any pre-existing materials, templates, methodologies, processes, or tools used in the performance of the Services ("**Service Provider IP**").

9.1.2 The Service Provider grants the Client a non-exclusive, non-transferable license to use the Service Provider IP solely for the purpose of utilizing the Deliverables and the Services.

9.2. Client Data

9.2.1 The Client retains ownership of its data and any information shared with the Service Provider for the purpose of providing the Services.

10. Warranties

10.1 The Service Provider warrants that the Services will be performed with reasonable skill and care in accordance with industry standards.

10.2 The Service Provider does not warrant uninterrupted performance of Cloudflare products and is not liable for third-party hardware or software failure.

11. Limitation of Liability

11.1. Limitation on Damages

11.1.1 EXCEPT FOR EITHER PARTY'S BREACH OF OBLIGATIONS UNDER SECTIONS 8 (CONFIDENTIALITY), 14 (DATA PROTECTION), AND 13 (WORK PRODUCT AND CLIENT PROPERTY) OR THE OBLIGATIONS OF EACH PARTY UNDER SECTION 12 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES.

11.2. Cap on Liability

11.2.1 EXCEPT FOR EITHER PARTY'S BREACH AS SPECIFIED ABOVE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO THE SERVICE PROVIDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11.3. Exceptions

11.3.1 Nothing in this Section limits liability for death or personal injury caused by negligence, fraud, or willful misconduct.

12. Indemnification

12.1. Service Provider Indemnity

12.1.1 The Service Provider agrees to defend, indemnify, and hold harmless the Client from and against any and all third-party claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) The Service Provider's negligence or willful misconduct;
- (b) Any alleged infringement or misappropriation of any Intellectual Property Rights by the Deliverables or Work Product provided under this Agreement, except for any Service Provider IP licensed to the Client under Section 9.1.

12.2. Client Indemnity

12.2.1 The Client agrees to defend, indemnify, and hold harmless the Service Provider from and against any and all third-party claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) The Client's misuse of Cloudflare products or Services;
- (b) The Client's breach of these T&Cs.

12.3. Indemnification Procedure

12.3.1 The indemnified Party must promptly notify the indemnifying Party in writing of any claim.

12.3.2 The indemnifying Party shall have sole control over the defense and settlement of any such claim.

12.3.3 The indemnified Party shall provide reasonable assistance to the indemnifying Party in the defense of any such claim.

13. Work Product and Client Property

13.1. Ownership of Work Product

13.1.1 For the purposes of this Agreement, "**Work Product**" is defined as all reports, analyses, designs, and other materials specifically created for the Client in the course of performing the Services.

13.1.2 The Service Provider agrees that all Work Product created specifically for the Client under this Agreement shall be owned exclusively by the Client upon full payment of all fees due.

13.1.3 The Service Provider retains ownership of any pre-existing templates, methodologies, processes, tools, or Intellectual Property that were developed or acquired prior to or outside the scope of this Agreement ("**Service Provider Background IP**").

13.1.4 To the extent that any Service Provider Background IP is incorporated into the Work Product, the Service Provider grants the Client a non-exclusive, perpetual, royalty-free license to use such Service Provider Background IP solely in connection with the Client's use of the Work Product.

13.2. Condition Precedent to Transfer

13.2.1 The transfer of ownership of the Work Product to the Client shall be effective only upon receipt by the Service Provider of full payment for the Services provided.

13.3. Client Property

13.3.1 The Service Provider acknowledges and agrees that the Client owns all tangible property, including but not limited to goods, equipment, documents, spreadsheets, notes, disks, text, artwork, computer software, and similar property provided to the Service Provider by the Client or produced by the Service Provider at the Client's expense or based on the Client's Confidential Information.

13.3.2 The Service Provider agrees to use Client Property solely for the purpose of providing the Services and to take all necessary precautions to prevent unauthorized use or disclosure.

13.3.3 Upon termination of this Agreement, the Service Provider shall promptly deliver all Client Property to the Client or destroy it as directed by the Client.

14. Data Protection

14.1. General Data Protection Regulation (GDPR) Compliance

14.1.1 In the context of performing the Services, the Service Provider may have access to personal data ("**Personal Data**") relating to employees and customers of the Client and/or the Client's partners or customers ("**Data Subjects**").

14.1.2 Both Parties undertake to comply with the regulations on the protection of personal data, in particular, the EU General Data Protection Regulation 2016/679 ("**GDPR**").

14.2. Data Processing Agreement

14.2.1 With regards to the data of the Client's partners or customers, the Service Provider will sign a separate "Personal Data Processing Agreement."

14.2.2 With regards to the personal data of the employees of the Client, the Service Provider will follow the obligations detailed below.

14.3. Data Processing Terms

14.3.1. Instructions

- The Service Provider shall process Personal Data only on documented instructions from the Client.
- The Service Provider shall immediately inform the Client if it believes an instruction infringes the GDPR or other data protection laws.

14.3.2. Purpose Limitation

- The Service Provider collects Personal Data solely for the purpose of managing the Client relationship and providing the Services.
- The data processed includes information such as names, business addresses, email addresses, and telephone numbers of the Client's employees.

14.3.3. Duration of Processing

- The processing by the Service Provider takes place only during the term of the Agreement.

14.3.4. Security of Processing

- The Service Provider shall implement appropriate technical and organizational measures to ensure the security of Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- The Service Provider shall ensure that persons authorized to process Personal Data are committed to confidentiality.

14.3.5. Data Breach Notification

- In the event of a personal data breach, the Service Provider shall notify the Client without undue delay after becoming aware of the breach.
- The notification shall include all relevant information required under Article 33 of the GDPR.

14.3.6. Sensitive Data

- If processing sensitive data, the Service Provider shall apply specific restrictions and additional safeguards adapted to the nature of the data and the risks involved.

14.3.7. Documentation and Compliance

- The Service Provider shall maintain records of processing activities and make them available to the Client upon request.
- The Service Provider shall allow for and contribute to audits, including inspections, conducted by the Client or an auditor mandated by the Client.

14.3.8. Subprocessors

- The Service Provider shall not engage another processor without prior specific or general written authorization of the Client.
- The Service Provider shall inform the Client of any intended changes concerning the addition or replacement of subprocessors, giving the Client the opportunity to object.

14.3.9. Assistance to the Client

- The Service Provider shall assist the Client in ensuring compliance with the Client's obligations under the GDPR, including data protection impact assessments and consultations with supervisory authorities.

14.3.10. Return or Deletion of Personal Data

- At the end of the provision of Services, the Service Provider shall, at the choice of the Client, delete or return all Personal Data to the Client and delete existing copies unless applicable law requires storage of the Personal Data.

14.4. Non-Compliance and Termination

14.4.1 If the Service Provider fails to comply with its obligations under these data protection terms, the Client may instruct the Service Provider to suspend the processing of Personal Data until compliance is restored or terminate the Agreement.

14.5. Contact for Data Protection

14.5.1 The Service Provider's Data Protection Officer can be contacted at: dpo@brixio.io.

15. Ethical Compliance**15.1. Sanctions & Export Compliance**

15.1.1 The Service Provider represents and warrants that it is not engaged in any transactions or dealings subject to any Economic Sanctions Laws.

15.1.2 Neither the Service Provider nor any of its affiliates, subcontractors, directors, officers, managers, or employees is a person who is the target of any sanctions or is located in an embargoed country.

15.1.3 The Service Provider shall promptly notify the Client if it or any of its affiliates becomes the target of any Economic Sanctions Laws.

15.2. Ethics & Code of Conduct

15.2.1 The Service Provider and Service Provider Personnel shall comply with the United States Foreign Corrupt Practices Act and all applicable anti-corruption laws.

15.2.2 The Service Provider shall not attempt to influence any third party or government official through bribes, payoffs, political contributions, or kickbacks.

15.3. Equal Employment Opportunity Compliance

15.3.1 If Services are performed in the United States, this Agreement incorporates by reference the following clauses:

- 41 CFR § 60-1.4(a);
- 41 CFR § 60-300.5(a);
- 41 CFR § 60-741.5(a);
- 29 CFR Part 471, Appendix A to Subpart A.

15.3.2 The Service Provider must abide by any applicable non-segregation regulations as required by 41 CFR § 60-1.8 and any applicable affirmative action obligations.

16. Independent Contractor Relationship

16.1 The Service Provider is performing the Services as an independent contractor to the Client.

16.2 Nothing in this Agreement will be construed to constitute the Service Provider as an agent, employee, or representative of the Client.

16.3 The Service Provider will not have the authority or discretion to enter into any agreement that legally binds the Client.

16.4 The Service Provider is responsible for all incurred expenses and the payment of all compensation and benefits owed to all Service Provider Personnel.

17. Notices

17.1 Any legal notice hereunder may be delivered personally, by electronic mail, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address of the Party provided in the preamble to this Agreement, or to such other address as either Party may designate by written notice.

17.2 If the designated email address provided to the Client by the Service Provider is not valid or is not capable of receiving notices, the Client's dispatch of an email to such address will nonetheless constitute effective notice.

17.3 The Service Provider will provide any notice directed to the Client pursuant to this Agreement to the attention of the Client contact identified on the SOW, with a copy to [Insert Client's Legal Email Address].

18. Miscellaneous

18.1. Entire Agreement

18.1.1 These T&Cs, along with the Quotation and the SOW, constitute the entire Agreement between the Parties and supersede prior understandings.

18.2. Amendments

18.2.1 No amendment to this Agreement shall be valid unless agreed in writing by both Parties.

18.3. Assignment

18.3.1 Neither Party may assign its rights or obligations without the prior written consent of the other Party.

18.4. Waiver

18.4.1 Failure to invoke any right, condition, or covenant in this Agreement by either Party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant.

18.5. Severability

18.5.1 If any provision of this Agreement is deemed illegal or unenforceable by a court of competent jurisdiction, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

18.6. Electronic Signatures

18.6.1 The Quotation, SOW, and any sign-offs may be executed and delivered by electronic means (including email or electronic signature platforms), and any such execution or delivery shall be deemed an original.

18.6.2 The Agreement constitutes these Terms & Conditions, which are accepted by the Client upon signing the Quotation and the SOW.

19. Non-Disparagement

19.1 Each Party agrees that it shall not make any negative or derogatory comments or statements about the other Party or the other Party's affiliates, officers, directors, employees, shareholders, or agents, in any manner likely to be harmful to them or their respective business or personal reputation.

19.2 This provision shall remain in effect after the termination of this Agreement.

20. Restrictive Covenants

20.1. Non-Solicitation of Employees

20.1.1 During the term of this Agreement and for a period of twelve (12) months after termination, neither Party will, without the other Party's prior written consent, directly or indirectly, solicit or hire the other Party's employees or contractors.

20.2. Non-Solicitation of Clients and Partners

20.2.1 For the purposes of this Section, "Client's Customers or Partners" shall include only those customers or partners that receive Services under any SOW.

20.2.2 The Service Provider will not, during the term of the applicable SOW, directly or indirectly solicit or attempt to solicit any of the Client's customers or partners, unless:

- (a) The Service Provider has a pre-existing relationship with such customer(s) or partner(s);
- (b) Discloses such pre-existing relationship prior to the commencement of an assignment; and
- (c) Receives the Client's agreement to proceed notwithstanding such disclosure.

21. Duration

21.1 The estimated duration of the engagement is defined in the SOW and assumes full and timely collaboration from the Client.

21.2 This estimate is based on the Service Provider's understanding of the Client's IT landscape at the time of signing the SOW, including any assumptions provided by the Client regarding the infrastructure, systems, and access to necessary resources.

21.3 If any of these assumptions differ from the reality encountered during the execution of the Services, such differences may impact the timeline, resulting in potential delays.

21.4 In such cases, the Service Provider reserves the right to revise the timeline and/or pricing to reflect the additional work or adjustments needed.

22. Dispute Resolution and Governing Law

22.1. Governing Law

22.1.1 This Agreement is governed by the laws of the **United Arab Emirates (UAE)**.

22.2. Dispute Resolution

22.2.1 Any disputes arising from this Agreement will first be subject to good-faith negotiations between senior representatives of both Parties.

22.2.2 If the dispute is not resolved within thirty (30) days, it will be submitted to the competent courts of the UAE.

23. Force Majeure

23.1 Neither Party will be liable for delays or failure to perform caused by circumstances beyond their reasonable control, including acts of God, labor disputes, natural disasters, war, or other force majeure events.

23.2 The affected Party shall notify the other Party as soon as practicable and make reasonable efforts to mitigate the effects of the force majeure event.

24. Contact Information

Brixio Technologies L.L.C.

- **Address:** 1007 Yes Business Tower, Al Barsha 1, Dubai, United Arab Emirates
- **Email:** hello@brixio.io