

MEGA TERMS AND CONDITIONS FOR SERVICES

IMPORTANT NOTICE! SERVICES PROVIDED BY MEGA ARE SUBJECT TO ALL THE TERMS AND CONDITIONS BELOW. THEREFORE, CUSTOMER SHALL SCROLL THROUGH AND READ ALL TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING SERVICES. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN CUSTOMER AND MEGA. IF CUSTOMER ACCEPTS THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS HAVING THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THESE TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, CUSTOMER MUST NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE ORDER SERVICES.

1. Definitions

- 1.1. "Agreement" means the terms and conditions of this document and any terms and conditions included in the Order Form, Statement of Work or any purchase order from Customer, which are not in conflict with the terms of this document.
- 1.2. "Deliverables" means any specific work product (including but not limited to configurations, specific developments, customizations) or tailored documentation developed and delivered by MEGA to Customer in accordance with Specifications as a result of the performance of the Services. Under no circumstances MEGA standard product or documentation is considered as a Deliverable as they are not created or developed under this Agreement.
- 1.3. "Statement of Work" or "SoW" means (i) any document executed by the Parties which sets forth the Services to be provided to Customer by MEGA, the fees payable therefor and any other terms and conditions relating to such order or (ii) any purchase order raised by Customer in compliance with this Contract and approved by MEGA. Each SoW shall be incorporated into and become part of this Agreement. For sake of clarity, Customer acknowledges and agrees that any general purchase terms and conditions, or equivalent, set out in their purchase orders or any other Customer documentation do not apply to the Agreement or govern Services. Such purchase terms are only provided due to Customer IT Tool constraints.
- 1.4. "Services" means any work that MEGA is committed to perform for Customer under a SoW.
- 1.5. "Specifications" means the formal definition of works that MEGA has to provide. Specification can be a set of functional and/or technical item(s) to be delivered within Deliverable(s). Customer states within Specification where a functionality is addressed as essential. Once approved, Specifications define the standard against which Customer has to provide its acceptance.

2. Contractual scope

- 2.1. This Agreement is governed by the following documents, exclusive of any other documentation such as general terms and conditions even when attached to any order or invoice: (i) Specifications one approved by Parties, if any, then (ii) SoW, and then (iii) the terms and conditions of this document.
- 2.2. In the event of conflict or inconsistency among the foregoing documents, the terms and conditions set forth in orders shall prevail.
- 2.3. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver or continuing waiver of such rights. If any provision of this Agreement is found to be void, invalid or unenforceable, it shall be severed from and shall not affect the remainder of this Agreement, which shall remain valid and enforceable.
- 2.4. Any request for deviation of Services is subject to a feasibility study by MEGA, followed, if necessary, by a specific quote. Modification of services becomes effective on the date of execution by both parties of an amendment or modification to the Specifications. Any technical, functional or organizational requirement not expressly stated or inadequately described by the Customer during the Specifications phase is considered by MEGA at its sole discretion and on the basis of the means or solutions it deems most appropriate in the interest of both parties.

3. Obligations

- 3.1. MEGA provides Services as set out in SoW and Specifications, if any.
- 3.2. Customer (i) provides its requirements, especially through Specifications, (ii) pay invoices in due time and (iii) approve Deliverables within 5 days following to their delivery. Beyond this 5-day period, Deliverables are deemed fully approved by Customer. Should Customer does not provide its approval within timetable agreed between Parties, MEGA reserves the right to modify the calendar of the project.

4. Termination

- 4.1. If Customer breaches materially or repeatedly its commitments through this Agreement, MEGA may terminate a SoW only by sending a written notice. Such termination takes effect upon receipt of the termination notice.
- 4.2. MEGA delivers Deliverables as they then exist, subject to Customer's full payment for Services relating to such Deliverables, and additional costs if any.

5. Fees

- 5.1. Fee. Services fees are set forth in the SOWs. Under no circumstances may any fee paid under this Agreement be refunded, even in case of termination for breach. For the sake of clarity, any amount to be paid in case of breach will be qualified as an indemnity.
- 5.2. Taxes. Fees set forth herein do not include any foreign, federal, state, or local sales, value added, use, withholding or other similar taxes, tariffs, or duties, however designated, levied against the sale, licensing, delivery or use of Services provided under this Agreement. Customer shall pay or reimburse MEGA all taxes, tariffs, or duties of whatsoever nature and whosoever imposed in connection herewith. If any payment due in respect of any invoice is subject by law to any withholding tax, the amount of fees due to MEGA shall be grossed up by an amount necessary to ensure that MEGA receives the amount stipulated in the applicable Order Form after payment of the withholding tax. By way of exception, any Fee provided by MEGA INTERNATIONAL SOFTWARE BRASIL LTDA (MEGA Affiliate located in Brazil), include taxes.
- 5.3. Invoicing. Services fees are invoiced as follows: (i) on fixed price basis, as set forth in the related SoW, (ii) on time and material basis, at the end of the month in which Services are provided. Costs of mission (such as transport, hotel or restaurant) are added, and subject to the Customer's travel policy provided that Customer sends it in advance.
- 5.4. Payment term. Fees are payable within 30-calendar days from the date of the invoices.

5.5. Late payment. If Customer fails to pay an invoice in due time, MEGA may suspend any access to the Services by sending a notification within a 10-day period. In addition, MEGA may apply a late payment penalty which will be invoiced based on a rate equal to 10% per year prorated on a daily basis. These late penalties will be due the day after the due date. Where recovery costs incurred exceed this flat-rate amount, in particular in the event of recourse to an external recovery agency, or consulting and legal fees, Customer shall be liable, upon justification, for all recovery costs incurred by MEGA. The indemnity will be due in full even in the event of partial payment of the invoice on the due date, regardless of the duration of the delay.

6. Warranty

6.1. MEGA warrants any work product is compliant with Specifications for a 30-day period following Customer acceptance, whatever express or tacit.

6.2. Except otherwise provided by applicable laws, this is the only warranty granted by MEGA in the course of this Agreement.

6.3. If a go live is stated, go live from Customer means full acceptance of works delivered by Customer, except if Customer and MEGA expressly accept go live with reservations.

7. Anti-corruption and export control

Each Party represents and warrants to the other Party as follows: (i) it is not a person under freezing measures adopted by any governmental or other authority or any trade restrictions set by any governmental or other authority; and (ii) it is not controlled by any person under freezing measures adopted by any governmental or other authority or does not act for the benefit or on behalf or at the direction of any person under freezing measures adopted by any governmental or other authority; and (iii) does not deal and undertakes not to deal with any person subject to measures adopted by any governmental or other authority; and (iv) neither Party offers or gives money or anything of value to any person, in order to obtain or retain business for the benefit of itself or the other Party under this Agreement, or to secure any other improper advantage for itself or the other Party.

The representations and warranties set forth in this clause are substantial for the performance and termination of the Agreement. Any breach of this clause is considered as a material breach justifying the termination of the Agreement by the other Party only upon written notice. Each Party agrees that it indemnifies, holds harmless the other Party from and against any losses (direct and indirect) arising out of or in connection with non-compliance, breach, omission or inaccuracy of the representations and warranties stipulated in this clause.

In addition to the claim for damages, the Party, which became aware of the non-compliance, breach or omission by the other Party of the representations and warranties stipulated in this clause may unilaterally terminate the Agreement upon prior written notice to the other Party.

8. Confidentiality

Each Party agrees (a) not to use or disclose to any third party the Confidential Information disclosed to it by the other Party ("Disclosing Party") for any purpose other than as contemplated by this Agreement, and (b) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. The confidentiality obligations of this Agreement shall not apply to information received by a Party (the "Receiving Party") that (a) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, by other than unauthorized disclosure; or (c) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to such disclosure.

9. Intellectual property

MEGA, and its licensors, remain the owner of intellectual property rights, titles and interests in and to any and all techniques, ideas, concepts, information, documentation, technical know-how, software, connectors, interfaces, methods pre-existing, acquired or developed in the course of Services. Subject to the full payment of invoices on due date, Customer is granted a perpetual, non-exclusive, non-transferable, license to use Deliverables for its internal needs.

10. Liability

10.1. In no event shall MEGA be liable for any indirect damages such as but not limited to commercial or financial losses, loss of clients, damage to the image, loss of revenue, business disruption. MEGA shall not be responsible for the proper functioning of any tools or software packages provided by Customer or any third party and necessary for the proper use of the Services. MEGA's aggregate liability is limited to the amount under the SoW in the 12 months preceding Customer's claim, or €5,000, the greater.

10.2. Notwithstanding the foregoing, the liability cap set forth above shall not apply in the event of gross negligence or willful misconduct by MEGA, death or personal injury.

10.3. Each Party shall be responsible for any costs associated with the exercise of the claim and shall not request any compensation whatsoever for the costs incurred by the claiming Party.

Under no circumstances MEGA's liability may be over amounts paid under the SoW in the 12 months preceding Customer's claim, or €5,000, the greater.

11. Computation of time

When a period is stated in business days, it is calculated by considering only the days of the week, from Monday to Friday, excluding public holidays. The day of the act, event or notification that causes the period to begin is not taken into account.

When a period is expressed in months, it is calculated by considering the date. The day of the act, event or notification that causes the period to begin is not taken into account. In the absence of a similar date, the period is extended to the following first business day, until midnight.

12. Miscellaneous

12.1. Customer Reference. Customer agrees that MEGA may use Customer's name in MEGA's client list and issue a press release generally describing the Party's relationship under this Agreement. Any discount granted to Customer is subject to the acceptance of this section.

12.2. Subcontractors. MEGA may engage subcontractors to perform all or any portion of the Services. MEGA remains liable for the performance of the subcontractor in conformance with the relevant terms and conditions hereof.

12.3. Force Majeure. MEGA will have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including but not limited to acts of God, acts of terrorism, electrical power failure, loss of communications, fire, explosion, war, action of any governmental authority or the delay of third parties, riot, strike. Pandemics, including the Covid-19 Pandemic shall not be considered as cases of Force Majeure.

12.4. Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assignees in title of the Parties to this Agreement. Neither Party may assign or otherwise transfer (in whole or in part) any rights or obligations arising under this Agreement, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any Party may assign or transfer all or any of its rights, obligations, and liabilities under this Agreement to any of its Affiliates or to any purchaser of all or part of the business or assets of the Party or of any of its Affiliates which is not a direct competitor of the other Party. Any Party may also disclose to any assignee or transferee (or proposed assignee or transferee) such information about this Agreement (including copies of all of it or extracts from it) as is reasonably necessary in connection with any assignment or transfer or to consider such a proposed assignment or transfer, provided that it first enters into a confidentiality contract with such third parties. No such disclosure shall constitute a breach of the confidentiality provisions contained in this Agreement.

12.5. Non-poaching. Customer shall not recruit any present or future MEGA's employee. This applies regardless of the specialization of the employee. It shall also apply if the recruitment is a result of a first solicitation from employee. This provision shall apply throughout the performance of the Agreement and for a period of twelve months from the end of the Agreement. In the event of non-compliance with this provision, Customer shall pay to the MEGA a penalty equal to the gross annual salary of the employee.

12.6. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws as set out in Exhibit A. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and state (as applicable) as set out in the column entitled "Court of Jurisdiction" in the table set out in Exhibit A over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.

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Exhibit A

MEGA entity contractor	Governing law is	Court of Jurisdiction is
MEGA INTERNATIONAL Paris - France	France	Tribunal de Commerce de Paris In case of incompetency, Tribunal Judiciaire de Paris
MEGA INTERNATIONAL AUSTRALIA PTY LTD Rozelle NSW – Australia	NSW - Australia	NSW - Australia
MEGA Asia Software PTE. LTD Singapore	Singapore	Singapore
MEGA NA Inc Raynham (Massachusetts) USA	State of Massachusetts	State of Massachusetts
MEGA MLA, S.A. DE C.V. Mexico City – Mexico	United Mexican States	Mexico City
MEGA INTERNATIONAL SOFTWARE BRASIL LTDA São Paulo – Brazil	Brazil	Sao Paulo
MEGA International S.r.l. Milano – Italia	Italy	Milan
MEGA INTERNATIONAL LTD Leamington Spa – UK	England and Wales	London
MEGA International GmbH Berlin – Germany	Germany	Berlin
MEGA North Africa Casablanca – Morocco	Morocco	Casablanca