

GENERAL TERMS AND CONDITIONS

1. Preamble: These general terms and conditions (hereinafter the "General Terms and Conditions") apply between Backuppta Inc., 2915 OGLETOWN RD SUITE 4519 NEWARK, DE 19713, registered in Delaware under number 30-1362647 (hereinafter "Backuppta") and any potential business partner of Backuppta (hereinafter the "Customer"), for any contractual relationship they may enter into together (hereinafter the "Agreement").

They form an indivisible whole with any special conditions agreed with the Customer and prevail over the Customer's general conditions. In case of contradiction between the general conditions and the special conditions, the latter shall prevail.

2. Object: Backuppta is a commercial company specialized in the provision of computer systems and software services. Backuppta offers Backuppta SaaS software (hereinafter the "Software"), allowing online backup, online restoration and analysis of all its data and digital files as recorded by the Customer on the Okta Identity and Access Management (IAM) software (hereinafter the "Data"). The purpose of these General Terms and Conditions is to define the terms and conditions under which Backuppta offers its services to the Customer.

Placing an order implies the adhesion of the Customer to the General Terms and Conditions and all particular conditions agreed between the parties. Any order accepted by Backuppta is firm and final. Thus, even in the event of cancellation of the order, and except in the case provided for in Article 4 of the General Terms and Conditions, payment of the corresponding price shall be due by the Customer and payments already made by the Customer shall not be refunded.

3. Term: The Agreement is entered into as of the date of its signature for a minimum period of twelve (12) months, based on what has been agreed between Backuppta and the Customer (hereinafter the "Term"). Upon expiration of the Term and unless terminated in accordance with the terms and conditions set forth below, the Agreement will be automatically renewed for new periods identical to the Term. The sums owed by the Customer for the renewal of the Agreement may be revised upwards by Backuppta, including in the event that the use of the Software and the corresponding services remain identical to those provided during the Term of the Agreement. In this case, Backuppta undertakes to inform the Customer in advance as soon as possible.

4. Termination: In addition to the cases provided for in Articles 6 and 7 of the General Terms and Conditions, the Agreement may be terminated as of right, by either party, fifteen (15) days after formal notice by registered letter with acknowledgement of receipt has remained without effect, in the event of non-performance by either party of an essential obligation of the Agreement.

5. Description of the services: Backuppta provides the Customer with the Software and the functionalities available on the date of the Agreement, on a non-exclusive basis. In particular, the Software provides the Customer with a system for backup, restoration and analysis of the Data, with the exception of the passwords.

The Customer acknowledges that the Data is saved on a cloud storage space managed solely by the Customer but to which the latter gives Backuppta access, for the proper performance of the Agreement.

During the migration of the Data from Okta to Backuppta as well as during its backup, the Data will be transmitted in an encrypted manner.

6. Payment: The payment of the amounts due by the Customer for the use of the Software and the corresponding services will be made by bank transfer, on a yearly basis from the beginning of the execution of the Agreement.

In the event of default or delay in payment, including partial payment, the Customer shall be liable for late payment penalties due from the day following the payment deadline, at an interest rate equal to three times the legal interest rate. In addition, any default or delay in payment (even partial) of amounts due by the Customer under the Agreement, persisting more than fifteen (15) calendar days after notification of the default or delay in payment sent to the Customer by e-mail, will result, without prior notice and without any formal notice, in the payment of all amounts remaining due by the Customer under the Agreement, the application of a forfeit indemnity for collection costs in the amount of forty (40) euros, as well as the possibility for Backuppta to suspend or terminate the Customer's access to the Software.

7. Customer's undertakings: When sending its order, the Customer undertakes to request from Backuppta a number of licenses allowing access and use of the Software at least equal to the number of its users benefiting from access to the Okta software. The Customer may not request a reduction in the number of licenses during the performance of the Agreement. This reduction can only be requested by the Customer at the end of the Term, at the time of a possible renewal. In addition, in the event that the Customer wishes to increase the number of licenses for access to and use of the Software during the performance of the Agreement, the additional licenses that Backuppta agrees to grant at its own discretion shall be subscribed to at the same price as that indicated by Backuppta in the quotation sent for the conclusion of the Agreement, unless otherwise agreed.

The Customer agrees that its use of the Software may be analyzed by Backuppta during the entire Term of the Agreement and for six (6) months following its termination.

In the event that it appears that the Customer should have requested additional licenses from Backuppta in view of the number of users using the Software, Backuppta reserves the right to rectify the situation by requesting the Customer to pay for the additional licenses, without prejudice to any damages for the loss suffered.

The Customer acknowledges that optimal use of the Software requires access to the Software from an efficient equipment and a good Internet connection. The Customer declares that he has received from Backuppta sufficient information on the necessary configuration of the computer system from which he will use the Software. The Customer agrees, prior to any use of the Software, to install an anti-virus protection tool and to maintain the corresponding software throughout the Term. Customer further agrees to comply with any additional instructions provided by Backuppta regarding hardware, connection or security requirements for the intended use.

The Customer acknowledges that he is fully responsible for managing access to the Software, as long as his license to use the Software is valid.

The Customer will use the Software in accordance with all applicable standards. Consequently, the Customer shall refrain from using the Software for data and files whose content would be illicit.

In particular, the Customer agrees to use the Software only for the purposes agreed with Backuppta and not to copy, modify or merge the Software. The Customer agrees not to allow any third party to use the Software. In case of misuse of the Software, Backuppta reserves the right, without prior notice, to suspend or terminate the Customer's



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access to the Software, without prejudice to any damages for the loss suffered.

The Customer authorizes Backupta to mention and represent its commercial names, trademarks, logos, within the framework of its commercial prospecting, on any document, and in particular, Backupta's website and social networks.

before the competent courts of Delaware, even in the event of multiple defendants or third-party claims.

8. Backupta's commitments: Subject to the provisions of Article 7 of the General Terms and Conditions, Backupta undertakes to make available to the Customer a high-performance Software. Backupta undertakes to take all necessary measures, in accordance with the state of the art and the usual standards in the field, for the performance of the Agreement.

9. Limitation of Backupta's liability: As Backupta is not responsible for the hardware and Internet connection used by the Customer, Backupta will only be bound by an obligation of means regarding the migration of Data from Okta to Backupta.

As the optimal functioning of Backupta requires continuous access to the Okta software, Backupta shall not be liable for any temporary or permanent malfunction due to a temporary or permanent interruption of the access to the Okta software and the services provided to the Customer via this platform. Backupta will only be responsible for the access and maintenance of the Software.

Backupta undertakes to periodically check the access and operation of the Software. Nevertheless, the Customer must report any malfunction or inaccessibility of the Software as soon as possible, failing which Backupta will not be liable for any damage suffered by the Customer.

Similarly, Backupta shall not be liable to the Customer if the malfunction of the Software is due to a change in the technical specifications of the Software or of the Okta software, at the Customer's sole initiative and without Backupta's prior written consent, or a use contrary to the recommendations of Backupta.

Furthermore, the Customer is informed that he is solely responsible for the frequency of backup or restoration of the Data. Therefore, Backupta shall not be liable in the event that not all of the Data could be backed up or restored through the Software, since the Customer had not chosen the frequency of backup or restoration of the Data necessary for its needs.

As the Data is stored on a cloud storage space managed by the Customer only, Backupta shall not be liable for any loss or corruption of the Data.

More generally, Backupta's liability, if any, in connection with the Agreement shall be limited to direct damages suffered by the Customer (excluding all indirect damages such as loss of production, loss of turnover, loss of profit, etc.) and resulting exclusively and directly from Backupta's wrongful failure to perform its obligations under the Agreement. In any event, the maximum amount of compensation that may be sought by the Customer shall be limited to the amount corresponding to the sums actually received by Backupta from the Customer for the previous twelve (12) months, and in the event that the duration of the Agreement is less than twelve (12) months at the time the claim is made, to the sums actually received since the beginning of the performance of the Agreement with the Customer.

10. Applicable law and jurisdiction: The General Terms and Conditions and all the provisions of the Agreement are governed by US law. Any dispute relating to the conclusion, performance, or termination of the Agreement, not amicably resolved, shall be brought