



BACKUPTA INC
2915 OGLETOWN RD SUITE 4519 NEWARK, DE 19713

GENERAL TERMS AND CONDITIONS

1. Preamble: These general terms and conditions (hereinafter the "General Terms and Conditions") apply between Backupta Inc., 2915 OGLETOWN RD SUITE 4519 NEWARK, DE 19713, registered in Delaware under number 30-1362647 (hereinafter "Backupta") and any potential business partner of Backupta (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. Backupta User: Any individual authorized by the Customer to access and use the Backupta SaaS Software on the Customer's behalf, typically including but not limited to the Customer's Okta administrators. Backupta Users are distinct from the Customer's users, whose Okta accounts and related data are backed up, restored, or monitored by the Software but who do not directly access the Backupta SaaS platform.

3. Object: Backupta is a commercial company specialized in the provision of computer systems and software services. Backupta offers Backupta 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 Backupta 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 Backupta is firm and final. Thus, even in the event of cancellation of the order, and except in the case provided for in Article 5 of the General Terms and Conditions, payment of the corresponding price shall be due by the Customer and payments already made by the Customer for Services provided shall not be refunded.

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 Backupta and the Customer (hereinafter the "Term").

4. Termination: When the End User is an instrumentality of the U.S., and only to the extent required by FAR 52.233-1 or other mandatory applicable flow-down provisions, recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Backupta shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

5. Description of the services: Backupta provides the Customer with access to its SaaS-based Software platform and the functionalities available on the date of the Agreement, on a non-exclusive basis. In particular, the SaaS 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 Backupta access, for the proper performance of the Agreement.

During the migration of the Data from Okta to Backupta 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 the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

7. Customer's undertakings: When sending its order, the Customer undertakes to request from Backupta 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 Backupta agrees to grant at its own discretion shall be subscribed to at the same price as that indicated by Backupta 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 Backupta 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 Backupta in view of the number of users using the Software, Backupta 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 Backupta 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 Backupta regarding hardware, connection or security requirements for the intended use.

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

The Customer will ensure that its Backupta Users 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 Backupta 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, Backupta reserves the right, without prior notice, to suspend or terminate the Customer's access to the Software, without prejudice to any damages for the loss suffered.



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

8. Confidentiality: Backuppta and the Customer (each a "Party", and together the "Parties") agree to maintain the confidentiality of all non-public, confidential, or proprietary information exchanged or accessed in the course of negotiating, entering into, or performing the Agreement, whether disclosed orally, in writing, electronically, or through access to systems or services (collectively, "Confidential Information"). Confidential Information includes, but is not limited to, business plans, pricing, technical information, product designs, customer data, security protocols, system configurations, and any information marked or reasonably understood to be confidential, regardless of whether such information was shared prior to or during the Term of the Agreement. Each Party shall:

- Use the Confidential Information of the other Party solely for the purpose of performing its obligations under the Agreement;
- Limit access to Confidential Information to those of its employees, contractors, or affiliates with a need to know for such purpose and who are bound by confidentiality obligations no less stringent than those herein;
- Protect the Confidential Information of the other Party using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- Not disclose the other Party's Confidential Information to any third party without prior written consent, except as required by law or competent authority, and only after providing prompt notice to the disclosing Party (where legally permitted) to allow it to seek a protective order or other remedy.

The obligations in this clause shall not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was lawfully known to the receiving Party prior to disclosure; (c) is disclosed to the receiving Party by a third party lawfully entitled to make such disclosure; (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Upon termination or expiration of the Agreement, each Party shall return or securely destroy all Confidential Information of the other Party in its possession, unless retention is required by law or necessary for legitimate internal recordkeeping. This confidentiality obligation shall survive for a period of three (3) years after the expiration or termination of the Agreement, or, in the case of trade secrets, for so long as the information remains a trade secret under applicable law. Backuppta recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9. Backuppta's commitments : Subject to the provisions of Article 7 of the General Terms and Conditions, Backuppta undertakes to make available to the Customer a high-performance Software. Backuppta 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.

10. Indemnification: Backuppta shall, at the Customer's option, have the right to intervene defend, indemnify, and hold harmless the Customer,

its affiliates, and their respective directors, officers, employees, contractors, successors, and assigns (each, an "Indemnified Party") from and against any and all claims, demands, actions, proceedings, and investigations brought by a third party (each, a "Claim") arising out of or relating to any allegation that the Software, the services provided by Backuppta under the Agreement, or any deliverables provided by Backuppta under the Agreement infringe upon, misappropriate, or otherwise violate any intellectual property rights of such third party.

The Customer shall, at Backuppta's option, defend, indemnify, and hold harmless Backuppta, its affiliates, and their respective directors, officers, employees, contractors, successors, and assigns (each, an "Indemnified Party") from and against any and all Claims arising out of or relating to any allegation that the Data or any materials, data, content, or technology supplied by or on behalf of the Customer and used in accordance with the Agreement infringe upon, misappropriate, or otherwise violate any intellectual property rights of such third party. In relation to such Claims, the Indemnifying Party shall pay: (i) reasonable defense costs (including reasonable attorneys' fees and expenses), (ii) settlement amounts consented to in writing by the Indemnified Party (such consent not to be unreasonably withheld, conditioned, or delayed), and (iii) all damages finally awarded by a court of competent jurisdiction after exhaustion of all appeals. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

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

As the optimal functioning of Backuppta requires continuous access to the Okta software, Backuppta 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. Backuppta will only be responsible for the access and maintenance of the Software.

Backuppta 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 Backuppta will not be liable for any damage suffered by the Customer.

Similarly, Backuppta 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 Backuppta's prior written consent, or a use contrary to the recommendations of Backuppta.

Furthermore, the Customer is informed that he is solely responsible for the frequency of backup or restoration of the Data. Therefore, Backuppta 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, Backuppta shall not be liable for any loss or corruption of the Data. More generally, Backuppta'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 Backuppta'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



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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. Notwithstanding anything to the contrary in this Agreement, and solely with respect to claims arising out of or related to

(i) data security and data privacy;

(ii) Backupta's indemnification obligations under Article 11;

(iii) confidentiality obligations;

(iv) gross negligence

the total liability of Backupta for any and all claims arising out of or related to this Agreement, whether in contract, tort or otherwise, shall not exceed three (3) times the sums actually received by Backupta from the Customer under the Agreement during the twelve (12) months preceding the event giving rise to the claim.

These limitations shall not apply in the event of Backupta's willful misconduct or fraud.

12. Applicable law and jurisdiction: The General Terms and Conditions and all the provisions of the Agreement are governed by US Federal law.

Backupta, Inc.

Date: _____

Name: Roland KAMARA

Title: CEO

Signature:

Client Name

"Customer"

Date: _____

Name: _____

Title: _____

Signature: