

# SOFTWARE DEVELOPMENT AND MAINTENANCE AGREEMENT

## As between the Parties:

**Limitless Lab SL**, a company duly incorporated in Spain bearing registration number B05458369 and VAT number ESB05458369 and having its registered address at Calle Rossello 140, 1/1, 08036 Barcelona (*the Provider*)

and

**Uniqlogix Limited**, with registered office situated at Persefonis 8, Office 301, Nicosia (Cyprus) represented by Baha Yahya, its Director, provided with the necessary power and authority to enter into this Agreement, hereinafter (*the "Customer"*)

Both parties hereinafter collectively referred to as "the Parties" and individually as "Party."

## Provided that:

1. The Provider is engaged in the business of software development and has assisted the Customer in the development of a Software ("Software Solution"). as described in the Contract Agreement of Technical Assistance and Development signed by the parties on 1st of January 2022.
2. The Contract Agreement of Technical Assistance and Development has been terminated upon delivery of the Software Solution on May the 30th 2023.
3. The *Customer* owns the intellectual property of the Software Solution.
4. The *Customer* intends to engage the services offered by the *Provider* to implement, enhance, and optimize its *Software Solution*.

Now, therefore, the Parties have stipulated and agreed as follows:

## 1. INTRODUCTION

The introduction is an integral and essential part of this Agreement

## 2. OBJECT OF THE AGREEMENT

### 2.1. General

#### 2.1.1 Purpose of the present assignment

The *Provider* undertakes to coordinate and manage all technical and IT operations related to the Software Solution on behalf of the *Customer*, including but not limited to:

- Compile all the descriptive documentation of the software architecture
- Carry out compilation and installation of the code according to the instructions provided by the *Customer*.
- Provide the *Customer* with assistance in the management of all internal IT activities, therefore:
  - Verify the software release life cycle (Requirement Analysis, Design, Development, Testing, Release, Maintenance) and, when necessary, make eventual improvements
  - Help the internal IT department support corporate management to:
    - Technology consulting
    - Strategic planning
    - Project management
    - Cybersecurity
    - Infrastructure management
    - Formation and support
    - Risk and criticality management
    - Regulation and compliance

Additionally, the *Provider* commits to providing assistance to the *Customer* to optimize, enhance, and implement the current *Software Solution* including but not limited to:

- Optimizing processes related to the management of technical projects.
- Optimizing databases used within the *Software Solution*.
- Improving performance of *Software Solution*.
- Implementing new functionalities to enhance system efficiency.
- Addressing and resolving issues related to system performance.

2.1.1. The proposal of this Agreement will comprise all the Services that the *Provider* undertakes to provide with the standards and service levels established by its own organization, resources, personnel, and technical expertise that are necessary and sufficient to provide the Services described below.

2.1.2. The proposal of the Agreement also covers all preparation and ancillary planning necessary or useful to carry out the Services, including but not limited to meetings, travel, etc., at the rates outlined in Article 12.

## 2.2. Services

### 2.2.1 Offer configuration

The offer includes the insertion of a team that will support the internal IT department when fully operational, composed as minimum by the following people:

- one project manager
- one architect .Net
- two developers .Net

- Senior management support
- one architect PHP

The *Provider* shall ensure that the team made available to the *Customer* for the duration of this Agreement shall be accessible during standard office hours, as defined by both parties, and during instances of technical emergencies that impede the functionality of the *Customer's Software Solution*.

It is clarified that the *Provider* shall have the right to recruit new members of the team at an extra fee to be agreed with the *Customer* for the management of technical emergencies in the future or whenever the *Provider* will deem to be necessary to fulfil its obligations.

The *Provider* shall designate qualified personnel to attend to the *Customer's* technical requirements promptly and effectively during the specified office hours and emergency situations.

The *Customer* reserves the right to request the replacement of any designated personnel by the *Provider* exclusively for 'good cause'. However, the *Provider* shall replace any designated personnel only prior authorization from the *Customer*, except in cases of emergency where immediate action is necessary for the restoration of system functionality.

The *Provider* agrees to maintain a consistent level of expertise and competence among its personnel assigned to the *Customer's* project and shall provide adequate training and support to ensure the seamless continuation of services.

### 3. CONTENT OF THE PERFORMANCE OF THE PROVIDER

3.1. Throughout the term of this Agreement, the *Provider* undertakes to perform the Services concerning the Services to be provided to *Customer*, with the standards and levels of service established within the agreed period of time.

3.2. To provide all services covered by this Agreement, the *Provider* undertakes to:

- carry out the necessary activities,
- provide the resources in terms of personnel and materials,
- make the connection to the telecommunications networks of the *Customer* and provide the appropriate professionals to operate and manage the *Customer* Information System.

3.3. Under the present Agreement, the *Provider* will be entitled to offer to *Customer* - and the *Customer* will have the right to accept - additional services not covered in Article 2. For these additional services, the Parties will mutually agree on the fees. In all matters not explicitly agreed to by the Parties, the terms of this Agreement will govern such services.

#### 4. PREREQUISITES

In order to achieve the objectives defined in paragraph "Purpose of the present assignment," it is essential to share and subscribe to the following focal points of the project:

- The currently configured source code may be subject to variations due to the changes in the management process of the development flow.
- The assets used to define code versions and packages, as well as deploy, have to be subject to re-examination and modification (team openness and availability) to apply the necessary changes to the development flow and the application lifecycle.
- The technical direction is the team's responsibility that the *Provider* will specifically create for this purpose.
- The strategic/technological direction is the shared responsibility of the team, which will be created in agreement with corporate management.
- Every discussion relating to or influencing the business will be subject to in-depth meetings to apply the subject matter.
- It is fundamental to have recurring meetings to determine a roadmap and not to exclude any point that could lead to problems in the achievement of the project.
- For all eventual glossary and process considerations, sharing and formation of the team from an Agile and DevOps perspective is provided.

#### 5. RESOURCES AND COOPERATION OF THE CUSTOMER

The *Customer* shall promptly provide product specifications, documentation, information, and all relevant data required by the *Provider* in the execution of this Agreement.

#### 6. LOCATION OF THE PROVISION OF SERVICES

The *Provider* will provide the services on its premises and those of the *Customer*.

#### 7. RESPONSIBILITY AND PROVIDER'S WARRANTY

7.1. The *Provider* is responsible for any irregularities and defects of its performance and abnormalities dependent on any software application developed by the Provider. Any errors or omissions committed by Customer - including the transfer of data to Provider - or software malfunction or hardware configurations solely attributable to the *Customer* or if the *Customer* does not use the information programs in accordance with the instructions provided by the *Provider* or if the *Customer* has modified its information environment, networks, servers, and workstations without informing the *Provider* or has otherwise given incorrect or incomplete information to the *Provider*, are expressly excluded.

7.2. The *Provider* warrants to the *Customer* that for the provision of the Services, it will rely on professionals in sufficient numbers and appropriate expertise to deliver the Services.

7.3. The *Provider* undertakes to respect and ensure compliance by its employees, who have access to the *Customer's* premises, to rules of conduct and safety regulations (which will be provided in advance and in writing by the *Customer*).

## 8. LIMITATION OF THE LIABILITY OF THE PROVIDER

8.1. The *Provider* is not liable for the proper operation and performance warranted by the producers of the basic software used to create the operating environment and management (e.g., operating system, database software, network software, e-mails, packages of various kinds (ERP, etc.), applications developed in-house by the *Customer* or a third party on behalf of the *Customer* except those developed by the *Provider*.

8.2. With regard to "Antivirus" products, no warranty is offered by the *Provider* on the effectiveness of the software product chosen by the *Customer* and installed in its environment against new and unknown viruses in addition to the guarantee given by the producer.

8.3. The occurrence of the following shall be exempt from liability: The consequences of force majeure, embargoes, acts of war, pandemics, acts of the public authorities, and measures except the measures taken by the Judiciary for non-compliance through binding rules; The interruption of electricity, unless it is due to default to the *Provider*;

The interruption, suspension, or deletion of connections to the lines of communication offered by the *Provider*; The strikes of the third parties involved in providing services related to this Agreement, including the *Customer's* and *Provider's* staff.

In all these cases, the Parties will do everything reasonably to ensure the most expeditious and timely fulfilment of contractual obligations, not just removing the cause of suspension. In any case, the service levels measured do not take into account these interruptions.

## 9. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

9.1. The *Customer* agrees to make available to the *Provider* members of the *Customer's* staff needed to analyse the environment where the services are to be performed. The *Customer* will also provide the necessary personnel to interface with the end-user to perform all Services in all locations of the *Customer* or the *Provider*.

9.2. The *Customer* will enter into contracts with third-party suppliers, upon request of the *Provider*, to acquire hardware, software, or ancillary services necessary or useful for the delivery of Services.

9.3. The *Customer* is also responsible for making the data available to the *Provider* and for the completeness of the hardware and software configurations and performance measures of its information system that are required for the delivery of the Services.

9.4. If the *Customer* installs equipment of the *Provider* at its premises, the *Customer* will:

Keep these devices in optimal working conditions, maintain all licenses, permits, and certifications required for the use of these locations (e.g., building permits, licenses of occupancy, fire clearance, etc.), and are

responsible for all expenses, taxes, fines, and expenses necessary for the maintenance of such licenses and permits or derivative works with respect to relations with the authorities empowered to issue the same, respond to deterioration or loss (including fire and theft) of equipment and related software, even if caused by third parties, and reimburse Provider for expenses incurred in replacing and repairing equipment and related software.

## 10. SOFTWARE REQUIRED TO PROVIDE SERVICES

10.1. The Software Solution is the property of the *Customer*.

10.2. It is also the *Customer's* obligation, unless otherwise agreed, to provide coverage of all necessary servicing, maintenance, modification, testing, and validation of the application software owned by the *Customer*.

## 11. OWNERSHIP OF THE RIGHTS OF SOFTWARE AND HARDWARE USED

11.1. The *Provider* acknowledges and agrees that *Customer* retains its rights in the *Software Solution* and all subsequent copies and modifications of the *Software Solution*.

11.2. The *Provider* acknowledges that all title and copyrights in and to the *Software Solution*, the accompanying printed materials, and any copies of the *Software Solution* developed, are licensed by the *Customer*.

11.3. The *Provider* acknowledges and agrees that any suggestions or contributions made by *Customer* or its employees or agents incorporated into subsequent versions of the *Software Solution* shall be the sole and exclusive property of *Customer* or any third-party owner indicated in writing by *Provider*.

11.4. For the duration of the Agreement, the *Customer* will have the right to decide, in consultation with the *Provider*, the acquisition of new basic software and environment, as well as the application, replacement, and/or adding to the apparatus already in operation.

11.5. Outsourcing of the Services described in this Agreement to third parties by the *Provider* is not permitted without the *Customer's* express written permission.

11.6. The *Provider* may improve the efficiency of the performance of its activities, provided that such actions will not have a negative impact on service levels and activities of the *Customer*. For this purpose, the *Provider* will work with the *Customer* to evaluate the possible consequences of such actions on the *Customer's* activities. In any case, the *Customer* will not be charged extra fees for modifications to be adopted by the *Provider* to optimize its performance.

## 12. CONFIDENTIALITY

12.1. The *Customer* must take care to establish the range of permissions and passwords to access the information system, along with the *Provider* to establish the operating system and safety procedures when accessing data, transactions, and communications networks. The *Provider* will ensure that procedures for

its employees regarding the secrecy and confidentiality of the data, information, knowhow, and software that will be in place concerning this Agreement, as well as the secrecy and confidentiality of the documents, of whatever nature, prepared by the *Customer* or third parties (including employees and promoters) in the interest of the *Customer*.

12.2. The *Provider* and the *Customer* are required to take the necessary safety and protection measures, both within their organization and in the conduct of activities involving contact with third parties, to ensure the confidentiality of data.

12.3. The data and programs that the *Customer* assigns to the *Provider* are reserved.

12.4. It should not be considered secret information when the subjects which they have received:

- are already in lawful possession as a matter of ordinary course,
- have received an authorization from third parties to transfer them

validly and without the constraint of subjection to secrecy.

### 13. REMUNERATION

13.1. The monthly remuneration of the team includes hosting, cloud, and exclude VAT. The monthly remuneration will vary according to the use of resources and the price of hosting. The minimum cost of the dedicate resources will be 75,000 euros per month. An extra cost of 250 euros per hour will be charged to the *Customer* if other resources will have to be involved into the project. The cost of hosting will vary according to the traffic generated.

The *Provider* shall be reimbursed for travel and other necessary expenses.

### 14. METHOD OF INVOICE AND RESOLUTION FOR NON-COMPLIANCE WITH PENALTY

14.1. The *Provider* will invoice the *Customer* at the end of the month for the services listed in Article 2.2.1 of this agreement. The payment must be made in full and lump-sum payment and must be made within 30 days.

14.2. The amounts mentioned above do not include Value Added Tax. The *Customer* will pay the Value Added Tax on the *Provider's* invoices to the extent and in the manner prescribed by law.

### 15. TERMS OF THE CONTRACT

15.1. This Agreement shall commence from the date of signing and continue for an undefined period of time and shall remain in effect until terminated by either party as provided herein.

Either party may terminate this Agreement at any time by providing the other party with six (6) months' written notice of termination. The termination notice must be delivered by registered mail, courier, or other verifiable means.

In the event that either party terminates this Agreement without providing the required six (6) months' notice, the terminating party shall be liable to pay the non-terminating party a penalty fee of one million (1,000,000) euros. This penalty is intended to compensate for the abrupt cessation of services and any resultant operational disruptions or losses.

Upon termination, all provisions of this Agreement that by their nature should survive termination will remain in effect, including but not limited to provisions regarding confidentiality, liability, and intellectual property rights.

The termination of this Agreement shall not affect any rights or obligations of either party that have accrued up to the date of termination.

## 16. PROHIBITION OF COMPETITION

16.1. The *Provider* and the *Customer* undertake not to carry out in any way - directly or indirectly -unfair competitive practices to the detriment of the other.

16.2. The Parties undertake not to employ or solicit for employment any member of the staff of the other Party without first obtaining written permission from the latter during the period of duration of the Agreement and in the twelve months following its termination.

## 17. DATA PRIVACY

17.1. The *Customer* warrants to the *Provider* that all data that is transferred to the *Provider* for the management of its information system has been legally acquired in accordance with the current legislation and appoints the *Provider* to process and use this data in accordance with the instructions given by the *Customer* in writing. The *Provider* may, therefore, lawfully process and use any personal data that the *Customer* provides to perform this Agreement.

17.2 The *Customer* will indemnify the *Provider* from any damage, claim, cost, or expense that may arise, either directly or by third parties, as a result of a breach of the *Customer's* obligations under this Agreement.

## 18. JURISDICTION

18.1. For any dispute concerning the validity, performance or termination of this Agreement the Court of Barcelona (Spain) will be the exclusive territorial jurisdiction and the Spanish Law will apply.

## 19. NOTICES

19.1. All notices and other communications related to this Agreement will be made in writing and will be sent by email to the address specified below or at such other address as the Party that receives the notification will indicate in a notice to the other Party:

Provider:

Customer:

## 20. AMENDMENT OR ADDENDUM

20.1. No amendment or addendum to this Agreement will be effective between the Parties unless both parties specifically approve it in writing.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf as

01/03/2024

01/03/2024

By: Baha Yahya

By: Margherita Giudetti

BAHA YAHYA  




Name: Baha Yahya

Name: Margherita Giudetti

Title: Director

Title: oBo Director

