



SERVICES GENERAL TERMS AND CONDITIONS

WHEREAS, Lunatech Labs B.V., with its principal office located at Hofplein 20, 3032 AC, Rotterdam, The Netherlands (hereinafter “Service Provider”) is a provider of certain computer-related consulting and programming services (“Services”), and Client desires to engage Service Provider to provide such services.

WHEREAS, Client is a company contracting Service Provider after executing acceptance of a commercial proposal or a Statement of Work (SOW)

NOW, THEREFORE, for and in consideration of the mutual benefits derived by Service Provider and Client, and for and in consideration of the mutual covenants and agreements contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto enter into this AGREEMENT (the “Agreement”).

1. Services to be Performed. Service Provider hereby agrees to perform the Services described in each Statement of Work (SOW) or Commercial Proposal, signed by both parties, which is to be executed by Service Provider and incorporated by reference herein. Service Provider, at all times, will be an independent contractor providing Services to Client pursuant to this Agreement. Those performing Services on behalf of Service Provider hereunder, as set forth on the applicable SOW, Commercial Proposal or otherwise, will be employees or contractors of Service Provider. Neither Service Provider nor any employee or contractor of Service Provider providing Services on behalf of Service Provider will represent to third parties that Service Provider or said employee or contractor providing Services on behalf of Service Provider is an employee or agent of Client in the provision of Services under this Agreement. Nothing in this Agreement will give Client control over the manner in which Service Provider, or any employee or contractor of Service Provider, provides such Services.

2. Fees for Services Performed. Client shall pay to Service Provider fees for the Services rendered under this Agreement as set forth in the SOW or Commercial Proposal. Except otherwise agreed in the SOW or Commercial Proposal, Service Provider and Client shall mutually agree upon (i) the Standard Hourly Rate and the Overtime Hourly Rate for Services (all as defined in the SOW or Commercial Proposal) or (ii) the Lump Sum fee for Deliverables (all as defined in the SOW or Commercial Proposal), and (iii) all expenses for which Client shall reimburse Service Provider, including travel expenses, living expenses, and any other expenses upon which the parties agree. Client shall pay, or reimburse Service Provider for all taxes, other than taxes based on Service Provider’s net income, that are due in connection with the Services, including sales and use taxes, GST, and/or VAT, if applicable and notified and agreed by the Client prior to the order of the Services. Service Provider shall provide Client with a bill on a monthly basis, unless agreed otherwise in the SOW or Commercial Proposal) for fees relating to Services performed, which bill shall set forth an itemized listing of hours worked and/or Deliverables and all expenses incurred (for which Client has agreed to reimburse Service Provider under this Paragraph 2 and the SOW or Commercial Proposal). This bill is rendered as agreed in SOW or Commercial Proposal. Payment of such bill shall be due to Service Provider from Client within 30 days from the invoice date. Client will pay interest on accounts overdue for the Services unpaid at a rate of one and half percent (1.5%) per month.



3. Work Product.

(a) Except as set forth in Paragraphs 3 (c) and (d) below or as agreed to otherwise in an SOW or Commercial Proposal, all inventions (whether or not patentable), discoveries, improvements, trade secrets, know-how, designs, formulas, processes, techniques, algorithms, information, ideas, software, object code, source code, computer programs, interfaces and/or other copyrightable subject matter developed pursuant to an SOW or Commercial Proposal and created for Client by Service Provider (“Work Product”) shall be the exclusive property of Client and shall be considered “work made for hire” with all right, title and interest to such Work Product vesting in Client. Subject to compliance with Paragraphs 3 (c) and (d) below, Client shall have on the Work Product or any part or parts thereof as it sees fit the right to (i) reproduce without any limitation on number, digitize, duplicate, print, record in all or in part each Work product, for whatever reason and in any manner, specifically by any technical process, upon any medium known or yet to be known at the time of execution of the SOW or Commercial Proposal and in any format, (ii) translate, adapt, arrange, modify, correct errors on Work Product, (iii) publish, broadcast, edit and re-edit without any limitation on the number of editions. Such rights shall include the right to commercialize, grant or assign the rights of use, the right to rent and lend copies of each Work Product ; (iv) represent, exhibit, display, distribute, broadcast and use all or part of each Work Product; (v) integrate in all or in part, with or without any modifications, the Work Product; (vi) reverse engineering the Work Product, especially software.

(b) Service Provider will for other actions than the assignment of property as agreed in (a) above, at Client’s expense as noticed and accepted by the Client, take any actions and execute all documents as Client may reasonably require to vest in Client or its nominees the rights referred to herein and to secure for Client or its nominees all right, title and interest in and to the Work product

(c) Work Product shall not include: (i) Service Provider’s pre-existing proprietary information and methodologies for delivery of the Services, (ii) document templates or project tools used by Service Provider to deliver the Services, (iii) Service Provider-owned materials in the Work Product, (iv) software or algorithms of general applicability, or in common or general use within a particular industry or programming methodology and not provided by Client or considered as Client’s intellectual property, or any modifications or enhancements made by Service Provider to any of the foregoing described in (i) through (iv) (collectively, “Service Provider Intellectual Property”). In the event any Service Provider Intellectual Property is reasonably required to use the Work Product in accordance with their intended use and is not otherwise licensed to Client pursuant to Paragraph 3(d) below, Service Provider hereby grants to Client a non-exclusive, worldwide, royalty-free, perpetual license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works of the Service Provider Intellectual Property solely as necessary to use the Work Product in accordance with its intended use.

(d) Work Product shall not include any enhancement, customization, error correction, or other modification to a Service Provider or Service Provider Affiliate commercially available product licensed to Client under a separate product license agreement (collectively, “Service Provider Commercial Product Modifications”). Service Provider Commercial Product Modifications, if any, provided to Client during the course of performing the Services will be licensed to Client pursuant to the terms and conditions of the product license agreement.

4. Term and Termination. The parties hereto agree that this Agreement shall commence on the Effective Date set by the date of execution of the SOW or Commercial Proposal and shall continue in effect until the end of the term set in SOW or Commercial Proposal or terminated in accordance with the provisions set forth below.

Each party hereto shall have the right to terminate any SOW, in the case of a breach of any



obligation by the other Party, at any time prior to the completion of the Services set forth in such SOW or Commercial Proposal by giving the other party a prior written notice of such termination (“Early Termination”).

In the event of Early Termination by either party, Client agrees that it will pay all fees due to Service Provider under Paragraph 2 hereof for all Services performed by Service Provider up to and including the date of termination of the applicable SOW or Commercial Proposal and this Agreement. Client also shall reimburse Service Provider for all expenses incurred by Service Provider in the performance of Services under and as agreed in the applicable SOW or Commercial Proposal.

Client agrees to return to Service Provider, as soon as possible upon the termination of this Agreement, any property of Service Provider that is in the Client’s possession, including any program definitions, code, documentation, and other such material, which Service Provider did not specifically license to Client.

5. Covenant Not To Hire. If Client or Service Provider, directly or indirectly, or on behalf of any other person or entity solicits for employment, hires, or engages any employee of the other Party during the term of the Agreement and for a period of one year following the termination of this Agreement, the defaulting party agrees to compensate the other Party in an amount equal to one (1) year of annual compensation for such employee if the hiring is proven and attributable to the Party concerned. For purposes of this Paragraph 5, “one year of annual compensation” shall be equal to five times the Fee as set forth in the SOW.

6. Covenant Not To Disclose. As used herein, "Confidential Information" shall mean any and all data and information of any type or form relating to the business of either party which is or has been disclosed or otherwise becomes or has become known to the other party hereto as a result of the contractual relationship of the parties and which is not generally known to the public, including, but not limited to: (i) customer files, (ii) customer lists, (iii) research plans, (iv) the Work Product, (v) each party Intellectual Property, (vi) Service Provider Commercial Product Modifications, (vii) methods of design, procurement, manufacture, and distribution, (viii) personnel files, (ix) financial records, (x) compensation arrangements with employees and independent contractors, and (xi) contracts with customers, suppliers, and other third parties.

The parties hereto agree that the party to whom Confidential Information has been disclosed (the “receiving party”) by the other party (the “disclosing party”) or of which the receiving party has become aware by reason of the contractual relationship between the parties pursuant to this Agreement, will not, while this Agreement remains in effect and for a period ending on the earlier of 5 years following the termination of this Agreement, the time when the Confidential Information becomes a part of the public domain through no act or omission by the receiving party or the time when the Confidential Information is subsequently received by the receiving party from a third party free of any obligation of non-disclosure imposed on or by the third party, directly or indirectly, disclose to any person, firm, partnership, proprietorship, corporation, association, or other entity, use, or otherwise exploit for the party’s own benefit or for the benefit of any other person or entity (except as may be necessary in the performance of their respective duties or exercise of any license rights expressly granted to them hereunder), any Confidential Information. The parties further agree that upon the termination of this Agreement, or upon the request of the disclosing party, the receiving party will not retain, without the prior written consent from the disclosing party, and will promptly deliver to the disclosing party, all Confidential Information and all originals and copies of all papers, data, files, and other documents or materials of any kind whatsoever that contain or are based upon any Confidential Information of the disclosing party, except that Client may retain and continue to use any



Service Provider Intellectual Property and/or Service Provider Commercial Product Modifications licensed to Client pursuant to Paragraph 3 subject to and in accordance with the terms and conditions hereof.

7. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NEITHER PARTY'S LIABILITY FOR DAMAGES SHALL IN ANY EVENT EXCEED THE AMOUNT OF FEES PAID AND DUE AND PAYABLE BY CLIENT TO SERVICE PROVIDER WITH RESPECT TO THE SERVICE(S) THAT IS/ARE THE SUBJECT OF THE CLAIM. Notwithstanding the foregoing, the limitations of liability set forth in this Paragraph 7 will not apply to losses in connection with: (a) death, personal injury or tangible property damage caused by either party; (b) a party's gross negligence or the willful or reckless misconduct or fraudulent intent of a party; (c) misappropriation of a party's intellectual property rights set forth in Paragraph 3 above; or (d) any applicable law that prohibits a party from excluding or limiting its liability.

8. Miscellaneous.

- (a) The parties hereto agree that, in addition to all other remedies provided at law or in equity, each party shall be entitled to injunctive relief in the event of a breach or threatened breach by the other party hereto of any covenant contained in this Agreement, and each party hereby waives any requirement that the other party post any bond in connection with obtaining such injunctive relief. Furthermore, in the event of a breach or threatened breach of such covenants, the breaching party agrees to pay all of the other party's costs, including (but not limited to) reasonable attorneys' fees, of enforcing such covenants. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach, including the recovery of damages.
- (b) Without the prior written consent of the other party hereto, the parties agree not to assign, sell, transfer, or subcontract any right or obligation set forth in this Agreement although Client acknowledges that contractors may perform the services required hereunder on behalf of Service Provider. In no event shall each party consent to any assignment be unreasonably withheld.
- (c) This Agreement and all documents relating thereto, including, without limitation, any consents, waivers and modifications which may hereafter be executed may be reproduced by any photographic, photostatic, or other similar process (including .pdf) and the party reproducing the document may destroy any original document so reproduced. The parties hereto agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.
- (d) This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and the exclusive venue and jurisdiction shall be the court of competent jurisdiction where Service Provider resides.
- (e) In the event of any conflict between the body of this Agreement and any SOW or Commercial Proposal, the Agreement shall be construed as though the SOW or Commercial Proposals controls but only with regard to the Services delivered under that SOW or Commercial Proposal.