

GENERAL TERMS AND CONDITIONS*Effective starting: 1 January 2020*

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Ahlan wa sahlam. Thanks for using Moro's services! These General Terms and Conditions ("**Terms**") describe your rights and responsibilities as a customer. These Terms are between you and Data Hub Integrated Solutions Owned By DEWA LLC ("**Moro**", "**We**", "**Us**"). "You" means the legal entity that you represent accepting these Terms. If you are authorised to accept these terms on behalf of your employer, you represent and warrant that: (i) you have full legal authority to bind your employer to these Terms; (ii) you have read these Terms; and (iii) you agree to these Terms on behalf of the party that you represent.

These Terms are effective on the date that you sign Moro's Technical & Commercial Proposal ("**Proposal**"). You agree Proposal and these Terms comprise the entire contract, agreement and understanding between you and Moro ("**Contract**") and no other terms and conditions, or pre-contractual statements or representations, shall form part of the Contract. This Contract supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter. You and we acknowledge that in entering into the Contract, neither party has relied upon and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. In the event of any inconsistency between any of the documents forming part of the Contract, these Terms shall prevail over the Technical and Commercial Proposal.

1. SERVICES

1.1. **Services.** We will supply you with the services listed within our Proposal ("**Services**"). This Contract governs our Services. These Terms include Our Policies set out within our website www.morohub.com/legal. You undertake that you will visit the website referenced above regularly so that you are aware of any amendments Moro may make to those policies from time to time.

1.2. **How to change our services.** You may at any time, request that we amend the services ("**Change**"). We will supply you with a revised proposal ("**Revised Proposal**") setting out the Change. Your continued use of the Services indicates your acceptance of our Revised Proposal. If a Change increases the cost of our Services, then you must countersign sign our Revised Proposal.

2. YOUR USE OF THE SERVICES

2.1. **Your use of the Services.** Subject to the terms within this Contract, you may use the Services for business purposes. This right is non-exclusive, non-sublicensable and non-transferable.

2.2. **Restrictions.** Except as otherwise expressly permitted within this Contract, you will not: (a) reproduce, modify, adapt or create derivative works of the Services; (b) rent, lease, distribute, sell, sublicense, transfer or provide access to the Services to a third party; (c) use the Services for the benefit of any third party; (d) incorporate any Services into a product or service you provide to a third party; (e) interfere with or otherwise circumvent mechanisms in the Services intended to limit your use; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices displayed whilst you are using the Services; (h) use the Services for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Services; or (j) encourage or assist any third party to do any of the foregoing.

2.3. **Lawful use.** You must use the Services for lawful purposes. You may not utilise the Services to share prohibited content, or conduct activities set out within the Telecommunications Regulatory Authority of the UAE's list of prohibited categories, a copy of which may be found online at: www.tra.gov.ae. You agree that if you breach the provisions of this clause 2.3 we may, in our sole discretion, terminate the Services pursuant to clause 5.1 (Termination).

2.4. **Your data.** “**Client Data**” means information that is stored by us or on your behalf. “**Client Materials**” means hardware, software, Client Data and any other materials and information of the Client that are used by us in connection with the Services. You warrant that you: (i) own or have the right to use all Client Materials, data and content which are processed by, stored on or used in relation to your use of the Services; and (ii) you have all necessary licenses and permissions for usage of any third party software that you supply to us to be used with the Services.

3. **TERM**

3.1. **Contractual term.** This Contract shall commence on the date that you and we sign a Proposal. This Contract shall continue in force for the term set out within a Proposal (“**Initial Term**”) and shall automatically extend at the Initial Term for the latter of either (a) a twelve (12) month period; or (b) the term stated within a Revised Proposal (“**Extended Term**”). At the end of the Initial Term and at the end of each Extended Term, this Contract shall renew for a further twelve (12) month period. You or we may give written notice to the other party, not later than sixty (60) days before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.

3.2. **Services term.** Our Proposal (or Revised Proposal) will set out the minimum term for the Services that we supply to you (“**Service Term**”). You may terminate some or all Services at any time, without cause, by providing at least thirty (30) days’ prior written notice. In the event that you terminate a Service, or Services prior to the relevant Service Term, then upon termination, you shall pay to us: (a) all charges that accrue up to the point of termination; and (b) the outstanding monthly rental charges from the date of termination up to the end of the Service Term.

4. **PAYMENT**

4.1. **Our invoices.** We will send you an invoice setting out: (a) any one-off charges set out within a Proposal or Revised Proposal; (b) monthly recurring charges payable in advance of the first day of the Services; (c) monthly recurring charges payable in advance during consecutive months during the Initial Term or Extended Term; (d) variable or usage-based charges to be billed monthly in arrears commencing on the first day of the Services.

4.2. **Taxes.** Our charges and fees exclude VAT and any other applicable taxes, customs, import, or other duties or similar charges or costs (“**Taxes**”). You agree to pay Taxes which we are required to charge at the prevailing rate in force at the date of our invoice.

4.3. **Payment date.** You agree to pay our invoices in full no later than thirty (30) days following date of each invoice (“**Due Date**”).

4.4. **Late payments.** In the event that the you fail to pay an invoice prior to the Due Date, you shall indemnify us for all direct costs and expenses (including all legal costs) that we incur in the course of collecting late payments or unpaid sums from you.

5. **TERMINATION**

5.1. **Termination for cause.** We may terminate this Contract and cease all Services with immediate effect by giving written notice to you if: (i) you fail to pay any amount due under the Contract by the Due Date and remain in default for more than thirty (30) days from the Due Date; or (ii) you commit a material breach of any term of the Contract which breach is irremediable or if such breach is remediable, you fail to remedy that breach within a period of five (5) Business Days of receiving written notice from us; or (iv) we become aware of a misstatement, or negligent misrepresentation or fraud concerning your use of the Services (iii) you become insolvent, bankrupt, enter into administration or liquidation.

5.2. **What happens upon termination.** Upon termination of the Contract, however caused: (i) you must cease using all Services and delete all Confidential Information belonging to us that you possess. You will not have access to Client Data after the termination of this Contract (or as applicable, a specific Service or Services). You are responsible for preparing backups or exporting Client Data during the Services Term.

5.3. **Survival.** The provisions of Clauses 4 (*Payment*), 5 (*Termination*), 9 (*Indemnities*), 10 (*Confidentiality & Publicity*), 11 (*Governing Law & Jurisdiction*) will survive termination of this Contract.

6. **FORCE MAJEURE**

6.1. Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

7. LIMITATION ON LIABILITY

7.1. **Our liability.** This clause sets our entire financial liability (including any liability for the acts or omissions of our employees, directors, agents and sub-contractors) to you in respect of: (i) any breach of this Contract; (ii) your use of our Services; and (iii) any representation, misrepresentation, innocent statement, negligent statement, act or omission (including negligence) arising under or in connection with this Contract. Our total aggregate liability in contract (including negligence or breach of statutory duty), misrepresentation, innocent misrepresentation, negligent misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price paid for the Services during the twelve (12) months preceding the date on which the claim arose.

7.2. **Exclusions.** Except as expressly provided within this Contract: (i) you assume sole responsibility for results obtained from the use of our Services, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to you in connection with our Services, or any action that we take at your direction; (ii) all warranties, conditions and other terms implied by legislation, decree, or otherwise are, to the fullest extent permitted by law, excluded from this Contract;

7.3. **Disclaimer.** We do not warrant the accuracy of any advice, report, data or deliverables that we provide to you which is based upon data or software that you provide to us. Such advice, reports, data or deliverables are provided "as is". We make no warranty or representation that the Service we provide will be free from error, loss or liability, nor do we warrant that the Services will be failsafe, or protected from third-party risks such as but not limited to: hacking, malware, trojans, ransomware, or imposter fraud. You are responsible for implementing security protocols on your systems which are regarded as reasonable in compliance with present-day threat assessments.

7.4 **Other exclusions.** Nothing in this agreement excludes or limits either party's liability for (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any other liability which cannot be lawfully excluded or limited. Neither party shall have any liability whether in contract (including negligence or breach of statutory duty), misrepresentation, innocent misrepresentation, negligent misrepresentation or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising.

8. ASSIGNMENT

8.1. You may not assign this Contract without our prior written consent. You may assign this Contract in its entirety to your successor resulting from a merger, acquisition, or sale of all or substantially all of your assets or rights, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under this Contract. We may assign our rights and obligations under this Contract (in whole or in part) without your consent.

9. INDEMNITIES

9.1. **Mutual indemnity.** Each party, (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party") harmless from all losses, damages, costs and expenses incurred by the Indemnified Party resulting from third party claims arising from or related to; bodily injury, including death, or damage to tangible property caused by the Indemnifying Party's negligence, gross negligence or wilful misconduct in connection with this Contract. In the event the injury or damage is caused by yours or our joint or concurrent negligence, the loss or expense shall be borne by each party in proportion to its degree of negligence.

9.2. **Intellectual Property.** For purposes of this Contract, "Intellectual Property" means all intellectual property and proprietary rights including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress, trade names, service mark rights and all rights in trade secrets, computer software, data and databases, and mask works, whether registered or unregistered.

9.3. **Intellectual property.** Our Services are made available on a limited use basis only. No ownership rights are conveyed to you. We, and our licensors, have and retain all right, title and interest including all intellectual property rights, in and to, Moro's technology and our Services. We own any ideas, suggestions or other feedback that you may provide to us with respect the Services, our business model, products and you assign all right, title and interest to such feedback to us. You shall defend, indemnify and hold harmless us against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services and/or Documentation:

9.4. We shall indemnify you any claim that your use of the Services or Documentation in accordance with this Contract infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that: (i) you provide us with prompt notice of any such claim; (ii) you provide reasonable co-operation to us in the defence and settlement of such claim; and (iii) you grant us sole authority to defend or settle the claim.

9.5. In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two (2) Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

9.6. In no event shall we, our directors, employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on: (i) a modification of the Services or Documentation by anyone other than us; or (ii) your use of the Services or Documentation in a manner contrary to the instructions given to us to you; or (iii) your use of the Services or Documentation after notice of the alleged or actual infringement from you or any appropriate authority.

10. CONFIDENTIALITY AND PUBLICITY

10.1. **Confidentiality.** Each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any of Services and/or Documentation and any performance information relating to the Services will be deemed our Confidential Information without any marking or further designation. Except as expressly authorised herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Contract. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this clause and that the Receiving Party remains responsible for compliance by them with the terms of this clause. A party's Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2. **Publicity.** No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.3. **Moro's brand.** All trademarks, service marks and trade names of Data Hub Integrated Solutions Owned by DEWA LLC used within our literature (including but not limited to the Moro name, the Moro corporate logo, the Moro parenthesis design) are trademarks or registered trademarks of Data Hub Integrated Solutions Owned by DEWA LLC or its licensors. You may not use the Moro name or branding (including any related domain names) in any promotional material, marketing material, similar material or announcement without our prior written consent. Nothing in this Contract constitutes an endorsement by us of your goods or services.

11. GOVERNING LAW AND JURISDICTION

11.1. **Governing Law.** 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) shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied within the Emirate of Dubai.

11.2. **Jurisdiction.** Each party irrevocably agrees that the Courts of the Dubai International Financial Centre shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12. OTHER

12.1. Notices. If you have a dispute with us or if you wish to provide a notice to us, you will promptly send written notice to: Data Hub Integrated Solutions Owned By DEWA L.L.C (Moro), Garn Al Sabkha Street, Dubai, United Arab Emirates Attention of: The Office of the Chief Executive Officer. Your notice to us will be deemed given upon receipt. We may provide notice to you through your notification email address, your account or in-product notifications. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications will be in writing. Any notice to you will be deemed given upon the first business day after we send it.

12.2. Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.3. Section Headings. The various section headings are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any section thereof.

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