

EASYMOVIE GENERAL TERMS AND CONDITIONS

Version dated April 24th, 2023

These general terms and conditions (the "**General Terms and Conditions**") are entered into between EasyMovie Inc., having a place of business at 1216 Broadway, 10001 ("**EasyMovie**"), New York and the Customer, as identified in the Specific Terms. This General Terms and Conditions and Specific Terms are together the Agreement. Collectively EasyMovie and the Customer are referred to as the "**Parties**" and separately as a "**Party**."

Article 1. Definitions

"**Acceptance**" as defined in Paragraph 2.

"**Agreement**" the terms set forth in the General Terms and Conditions and Specific Terms.

"**Content**" means all information, data, videos, photographs, images and sounds that the Customer wishes to broadcast in a Video.

"**Customer Settings**" means the settings of the EasyMovie Platform, the customization of video templates or the development of features made by EasyMovie for Customer's needs in accordance with the Specific Terms.

"**EasyMovie Application**" means the application developed and edited by EasyMovie (including updates, upgrades and corrections delivered by EasyMovie).

"**EasyMovie Platform**" means the platform developed by EasyMovie (including Customer Settings, updates, upgrades and corrections delivered by EasyMovie) hosted on AWS servers in Ireland and enabling the Customer to use the EasyMovie application and the services in accordance with the Agreement.

"**Intellectual Property Rights**" means, to the extent recognized under applicable law, EasyMovie's patents, patent applications, copyrights (including rights in computer software), trademarks, service marks, trade dress, trade names, business names, internet domain names, email address names, trade secrets, moral rights, database rights, hardware, content, customer lists, design rights, know-how, techniques, processes, methods, inventions (whether patentable or not), conceptions, discoveries, improvements, chip designs, mask works, proprietary information, technical information, specifications, and all other rights of authorship and intellectual and industrial property rights, and other equivalent or similar rights which may subsist anywhere in the world, in all cases whether registered or unregistered, including any form of application for any of the foregoing, and including any goodwill relating thereto

"**Software**" means collectively the EasyMovie Application and EasyMovie Platform

"**Premium Music Titles**" mean the music titles made available to Customer by EasyMovie, which can be synchronized and used with the Videos made via the EasyMovie Application in accordance with article 5.2 of the General Terms and Conditions and in return for the payment of the fee defined in the Specific Terms or in the EasyMovie Application.

"**Royalty Free Music Titles**" means the music titles made available to Customer by EasyMovie free of charge and that may be used in Videos made via the EasyMovie Application in accordance with article 5.2 of the General Terms and Conditions.

"**Services**" refers to the services provided by EasyMovie and identified in the Specific Terms.

"**Specific Terms**" means the purchase orders issued by the Customer and expressly validated by EasyMovie.

"**User**" means (i) the persons identified and authorized by the Customer to administrate the EasyMovie Platform and (ii) the persons identified and authorized by the Customer to use the EasyMovie Application and located in the United States. If users are required to use EasyMovie services outside of the US, they will then be governed by GDPR T&C which need to be requested and signed within 10 business days

"**Video**" means the result obtained by editing using the EasyMovie Application or by EasyMovie, as applicable, from the Customer's Content

Article 2. Purpose

The Agreement sets forth the applicable terms, provisions and conditions under which EasyMovie authorizes the Customer to use the EasyMovie Application, the EasyMovie Platform and its Services.

All services and offerings of EasyMovie are exclusively made on the basis of these General Terms and Conditions which takes precedence over the purchase general terms of the Customer; Customer's reasonable expression of acceptance or a written confirmation which is sent prior to any revocation by EasyMovie or ten (10) business days of the Agreement tender to Customer operates as an acceptance ("Acceptance") of the Specific Terms and General Terms and Conditions even though the acceptance may state terms additional to or different from those offered or agreed upon in the Specific Terms and these General Terms and Conditions. The Parties agree that the Google and Apple's service, financial and license terms available on the Google Play Store and Application Store platforms shall not apply to this contractual relationship between the Parties.

Article 3. Duration

The Agreement shall take effect on the date of Acceptance of the General Terms and Conditions and the Specific Terms by the Customer or on the date indicated in the Specific Terms, if applicable (the "**Effective Date**"). The Agreement will remain in force through the end of the last day of the calendar month immediately following thirty-six (36) months as from the Effective Date ("Initial Term"), unless expressly otherwise stipulated in the Specific Terms. The Agreement shall automatically renew for successive periods of thirty-six (36) months (each thirty six (36) period following the Initial Term is a "Successive Term") unless prior to the end of the Initial Term or any Successive Term the Agreement is terminated by a Party upon three (3) months' notice prior to the expiration of the applicable Initial Term of Successive Term, time being of the essence, by nationally recognized courier such as DHL, UPS or FedEx with proof of delivery ("**Courier**").

In addition to any and all other remedies as may be available at law or equity, either Party may terminate the Agreement in the event of default by the other Party ("**Defaulting Party**") to any of its obligations under the Agreement, if such default is not remedied by the Defaulting Party within thirty (30) days of the written notification of such failure by Courier.

Article 4. Financial Terms

The applicable financial terms and conditions are defined in the Specific Terms and/or in the EasyMovie Application. Unless otherwise stipulated in the Specific Terms, Customer agrees to pay the full amount of fees due for the provision of the Services on the date of the order and waives the right to reduce said amount in case of imperfect or incomplete performance. Customer is not entitled to any refund of prepaid fees in case of termination of the Contract, due to any acts or omissions of Customer. In the event of non-payment at the due date, EasyMovie shall be entitled to (i) Injunctive Relief since the ongoing use may cause irreparable damage or injury and (ii) payment of all fees ("**Fees**") payable in accordance with the Agreement for the applicable Initial Term or Successive Term, plus all costs, fees and expenses, including reasonable fees of collection agents and attorneys as the same may apply, incurred in collection of the Fees. Upon renewal or extension of the Agreement, EasyMovie shall increase the price of the Services by up to seven percent (7%) at its sole discretion. If EasyMovie does not exercise this right for one or more consecutive contractual periods, EasyMovie shall have the right to increase the price of the Services for the next contractual period as if it had done so for each of the previous periods.

Article 5. Licensing conditions

5.1 Terms of Use of EasyMovie Application and EasyMovie Platform

The EasyMovie Application and the EasyMovie Platform, as well as all components (such as trademarks, logos, computer programs, graphics, images, texts) are the exclusive property of EasyMovie or have been granted to it. The Agreement does not imply any assignment of intellectual property rights of any kind in the Software. EasyMovie retains all Intellectual Property Rights and protections in the Software and related documentation. Portions of the Software may be open source and/or licensed by others to EasyMovie, in which case the terms of the third party license agreements shall apply. The EasyMovie Application contains the open source MySQL software (<https://github.com/mysql/mysql-server>) distributed under the GPL license. EasyMovie retains all Intellectual Property Rights and all right, title and interest in or to any work results developed by EasyMovie in the course of providing the Services including, without limitation, all modifications, updates and enhancements to the Software. The Customer shall not directly or indirectly infringe EasyMovie's intellectual property rights.

EasyMovie grants the Customer a limited, non-transferable, nonexclusive, non-sublicensable right to use the in object code form only the Software in the United States and only for duration mentioned in the Specific Terms, under the conditions and limits specified in the Agreement. The right to use the EasyMovie Application includes the right to install it on a smartphone and to use the features offered by the EasyMovie Application. Customer is advised that the EasyMovie Application is compatible with the current version and the two (2) previous versions of the operating systems of iOS and Android smartphones and Internet browsers.

In any event, the Customer is not authorized to:

- make a copy of or reproduce all or part of the Software, in any way whatsoever;
- modify, improve, translate, adapt or arrange the Software, or to create derivative works from all or part of the Software, in any way whatsoever;
- place the Software on the market, distribute, rent, lend or sublicense them, free of charge, or by any process;
- correct errors in all or part of the Software;
- decompile or reverse engineer all or part of the EasyMovie Application, especially for interoperability purposes without first requesting from EasyMovie the information necessary for interoperability.

Notwithstanding the foregoing, the Customer may sublicense Users a non-exclusive, personal, and non-transferable right to use the EasyMovie Application and the EasyMovie Platform solely for the purpose of using the "Services" as defined in the Specific Terms. Licenses are personal and named user licenses.

EasyMovie has the right to audit the conditions of use of the Software by the Customer, including but not limited to the number of User accounts created or used by the Customer as the case may be. When the audit reports that the conditions of use do not comply with the licenses granted in accordance with the Agreement, the Customer undertakes to rectify the situation and shall immediately pay for any additional fees requested by EasyMovie including the costs of the audit.

5.2 Terms of Use of Premium Music Titles and Royalty Free Music Titles

EasyMovie provides the Customer with Royalty Free Music Titles that may be integrated and synchronized with Videos.

Premium Music Titles may be used by Customer in Videos made via the EasyMovie Application, worldwide and as often as necessary during for a period of one (1) year from the date of purchase in accordance with the Specific Terms. Once synchronized with Videos, Premium Music Titles may be broadcasted by Customer with these Videos, for the duration of legal copyright protection, for internal and external institutional uses for all media (excluding television and radio), for the whole world and without any additional remuneration being due by Customer.

For any sounds or music other than Premium Music Titles and Royalty Free Music Titles, the Customer shall obtain directly from authors and rights holders.

Article 6. Provision of Services

6.1 General conditions

As part of the Services, EasyMovie will provide advice to the Customer in relation with the use of the EasyMovie Application and the EasyMovie Platform, as described in the Specific Terms. The Customer is informed and agrees that EasyMovie does not grant any guarantee as to the quality, visibility or relevance of any Content and subtitles and as a consequence, as to any results obtained from the Content in the provision of any which Service by EasyMovie. The Customer is informed and agrees that certain Services may be provided by EasyMovie, its subsidiaries, affiliates or sub-contractors.

The Customer shall ensure the security of User account credentials and passwords for the Software and agrees to promptly inform EasyMovie of any suspicion of theft or fraudulent use of such credentials and passwords.

Any action performed by a person using the credentials and passwords of any User will be deemed to have been made by the Customer, unless the Customer has promptly notified EasyMovie of a suspicion of theft or fraudulent use of said credentials and passwords.

Subject to compliance with the confidentiality obligation referred into Article 13 thereafter, Customer authorizes EasyMovie staff to access the Customer's account and Content solely for the purpose of the Services, and in particular to advise and assist Customer during the use of the Services.

6.2 "Image rights authorization" Services

If the Customer has subscribed to this Service, he will have the right to use the feature allowing the Customer to obtain rights from individuals whom he wishes to film or photograph the authorization to use their images, voice and names directly via the EasyMovie application, according to the authorization model in appendix 2 and validated by the Customer. The Customer may modify the authorization template at any time via the EasyMovie Platform. The authorizations signed by the persons filmed will be accessible on the EasyMovie Platform and sent by email to the aforementioned persons accompanied by the mention of information relating to the protection of the personal data duly completed by the Customer.

Customer is solely responsible for obtaining and validating the authorization obtained as well as the relevance of the information found in the information notices and indemnifies and holds EasyMovie harmless by failure to do so.

6.3 Support and maintenance services

EasyMovie makes the Software available to Customer in their successive versions. EasyMovie implements reasonable means to ensure that the EasyMovie Platform's availability is greater than 99.5% per calendar month.

The calculation of the availability rate shall not include periods of unavailability resulting from (i) a maintenance and/or an update operation; (ii) which responsibility is not exclusively attributable to EasyMovie; (iii) of less than five (5) consecutive minutes; (iv) due to a loss of connectivity or access due to the Customer's or User's IT infrastructure, one of his actions or inactions or (v) force majeure as defined in Article 11.

Evolving maintenance operations are performed regularly by EasyMovie and Customer automatically benefits from them in the context of updates and new versions of the EasyMovie Application and/or the EasyMovie Platform. In case of bugs or anomalies of the EasyMovie Application and/or the EasyMovie Platform, corrective maintenance Services are provided by EasyMovie on the latest version of the EasyMovie Application and/or the EasyMovie Platform and corrections will be made delivered as part of updates and new releases.

EasyMovie support service may be contacted by email at: support@easy.movie.

6.4 Subtitling and Translation Services

If the Customer has subscribed to this Service, the Customer is informed that the subtitling and translation Services are available for the most used written languages. When the Customer wishes to obtain a subtitling or a translation in a language that is not offered in the EasyMovie Application, the Customer may make a specific request to this effect by contacting EasyMovie. EasyMovie may accept or refuse the request in its sole and exclusive discretion. The Customer is informed that the processing of any specific request by EasyMovie may be subject to a different pricing than that initially provided for in the Specific Terms.

Customer is also informed that the proper provision of subtitling and subtitle translation Services is dependent on both the quality of the audio tracks and the intelligibility of the spoken and subtitled content. The price of the subtitling and translation Services shall be due by Customer notwithstanding issues as to quality of a subtitle and/or a translation.

EasyMovie offers two modes of translation, an automatic translation and a translation made by a human person. The Customer will have the ability to edit transcribed and/or translated subtitles through an interface, via the EasyMovie Application. The validation, by the Customer, of the subtitles on the EasyMovie Application, the publication or the downloading of the subtitled Video implies unreserved acceptance by the Customer of the provided subtitling and/or translation services.

6.5 Video sharing Services

Upon payment of additional fees, EasyMovie offers the Customer the ability to share Videos, notably on platforms such as YouTube, directly from the EasyMovie Platform and in accordance with the Specific Terms. The Customer and the Users shall accept the relevant platform's applicable terms of use, and in particular YouTube's terms of service (<https://www.youtube.com/t/terms>).

Customer warrants that it has all the necessary rights to use the Google and/or YouTube account with which the Videos will be shared on YouTube via the EasyMovie Platform.

Article 7. Use of the Sharing to YouTube Services

7.1 Relationship between Google Ireland Limited, EasyMovie and Customer

The parties both acknowledge and accept that (i) Customer is the data controller of the data processes related to Customer's use of the YouTube sharing Services and (ii) there is no processor to subprocessor relationship between Google Ireland Limited and EasyMovie. Both parties also acknowledge that Google Ireland Limited and EasyMovie are two separate and parallel processors of Customer acting independently from one another while Customer using the YouTube sharing Services, giving EasyMovie the instruction of obtaining from and transferring to Google Ireland Limited personal data on its behalf.

7.2 Obligations of Customer

As a result of the terms and conditions between YouTube LLC and EasyMovie governing EasyMovie's use of the YouTube API for the provision of the YouTube sharing Services, YouTube LLC requires that EasyMovie impose a certain number of obligations on Customer. (See: <https://developers.google.com/youtube/terms/developer-policies#a-api-client-terms-of-use-and-privacy-policies>). Consequently, Customer undertakes to provide Users, prior to their use of the YouTube sharing Services, a privacy policy and also undertakes that said policy:

- Be easily and permanently accessible by Users;
- Informs Users that the EasyMovie Platform uses the YouTube API services;
- Notifies Users that the YouTube sharing Services uses cookies to access, collect and store their data from their device;
- Contains a link to Google's privacy policy accessible at the following address: <http://www.google.com/policies/privacy>;

- Explains to Users, in a clear and intelligible manner, which of their data are processed during their use of the YouTube sharing services;
- Explains to Users, in a clear and intelligible manner, how the YouTube sharing Services use, process and disclose their data, including by identifying the internal and external recipients of said data;
- Informs Users that Users may revoke the access of the EasyMovie Platform to their data via the Google security settings page at <https://security.google.com/settings/security/permissions>.

Article 8. Intellectual Property

The Customer is and remains the owner of the rights on all the Contents and Videos. In order to allow EasyMovie to provide the Services, the Customer grants EasyMovie the non-transferable and non-exclusive right to reproduce, modify, adapt and translate all or part of the Content for the sole purpose Customer, for the duration of the agreement and for the entire world.

It is agreed between the parties that the Customer holds all the economic rights for the Videos, for the whole world in accordance with applicable law. The Customer is thus free to exploit, reproduce, broadcast, assign or transfer the Videos on any medium, by any means, free or expensive, worldwide and for the legal term of intellectual property rights protection. For the avoidance of doubt EasyMovie remains the sole and exclusive owner of the Intellectual Property Rights as defined in Article 1.

Article 9. Guarantees Regarding Content

The EasyMovie Application offers tools for creating and editing Videos. The Customer guarantees that it has all the necessary rights on the Content to create and use the Content as well as to broadcast the Videos. In particular, the Customer warrants that the Content and Videos:

- do not and will not infringe the rights of third parties, and in particular on the private life, privacy or image rights of individuals;
- are not defamatory or abusive, outrageous, false or slanderous to the detriment of any third party, natural or legal persons;
- do not and will not constitute an act of counterfeiting, unfair competition or parasitism;
- do not and will not incite any crime whatsoever;
- do not and will not contain any viruses, worms, Trojan horses or any file, computer program likely to interrupt, destroy or limit the functionalities of the EasyMovie Application and / or the EasyMovie Platform;
- are not and will not be liable to prosecution and/or criminal or administrative liability
- comply with the applicable legal provisions.

Article 10. Warranty exclusion

With the exception of the warranties expressly mentioned in the agreement, all Services are provided "as is". EasyMovie makes no other warranties, whether express or implied, statutory or otherwise, and in particular EasyMovie makes no implied warranty of merchantability, fitness for a particular purpose, ownership or non-infringement, and any other guarantees that interfere with business reports or business practices. With the exception of the warranties expressly mentioned in the Agreement, EasyMovie does not provide any other warranty that the Services will operate without interruption, will achieve an expected result, will be compatible or will work with the Customer's software, systems or other services or will be error-free.

Article 11 – Liability

EasyMovie cannot be held liable for any consequential, punitive and indirect damage, including loss of data, loss of income, loss of profits, loss of opportunity or loss of customers or damage to the image due to Services provided by EasyMovie. In any event, EasyMovie's liability in contract and tort or any other liability shall be limited to USD 2,000,000 for the duration of the Agreement.

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of this Agreement except for any obligations to make payments to the other party hereunder, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances;] (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the [reasonable] control of the Impacted Party.

Article 12. Confidentiality

EasyMovie undertakes to keep strictly confidential all the information and Content communicated by the Customer as part of the execution of the Agreement. EasyMovie undertakes in particular not to disclose any confidential information of the Customer to a third party, with the exception of (i) requirements of applicable law, rule or regulation (ii) its lawyers, its employees and (iii) any subcontractors if this disclosure is necessary for the performance of the Services. The confidentiality obligation applies throughout the duration of the Agreement.

Article 13. Referencing and communication

13.1 Customer agrees to be referenced in EasyMovie's marketing proposals, marketing materials and website and that EasyMovie is granted a royalty free license to reproduce its logo in connection with this communication.

13.2 EasyMovie and the Customer will mutually agree on and publish upon the signature of the Agreement, a press release, and, six (6) months after the signature of the Agreement, as the case may be, a second press release relating to Customer's feedback. EasyMovie and Customer may also write and publish, as mutually agreed upon, a case study.

13.3 EasyMovie is entitled to broadcast a Video produced by the Customer for promotional purposes, in particular on its Youtube channel and on any other media, subject to the Customer's prior consent. Such Video may be broadcasted worldwide and for the legal duration of protection for intellectual property right.

Article 14. Miscellaneous

14.1. All Customer's notifications concerning the Agreement must be made in writing and may be sent to EasyMovie by email (admin@easy.movie) or by national courier to the EasyMovie headquarters.

14.2. No stipulation in the agreement creates a partnership agreement, mandate, relationship of subordination or joint venture between the parties. The fact that one of the parties delays in the exercise of one of his rights arising from the agreement, or not to exercise it, cannot be interpreted as a waiver of its exercise. If any provision of the Agreement is void under a rule of law in force or a court decision become final, then it would be deemed unwritten, without causing the nullity of the agreement or alter the validity of its other stipulations.

14.3. Neither party may transfer the benefit of the Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, the Agreement is freely assignable or transferable by either party in the context of a merger, demerger, acquisition, partial transfer of assets and, more generally, a restructuring operation, subject to informing in writing the other party.

14.4 The Agreement is governed by the law of New York State. Unless otherwise required by law, in the event of a dispute between the parties concerning the formation, interpretation, execution and/or termination of the Agreement, the New York State and Federal courts located within New York County, New York shall have jurisdiction, notwithstanding multiple defendants or warranty claims, even for emergency proceedings or precautionary proceedings by interlocutory motion or petition. The prevailing party in any dispute arising hereunder shall be awarded reasonable attorney's fees and costs.

For the Customer

Company name: _____

Headquarter's address: _____

Represented by:

Last name: _____

Position: _____

Date: _____

(signature)