

SERVICE LEVEL AGREEMENT

Agreement

1. This Software-as-a-Service and Service Level Agreement ("Agreement") is dated 8 May 2026.

Parties

2. This service level agreement is made between:

MY CLOUD LTD (Hereinafter referred as "**My Cloud**") a private company duly incorporated in accordance with the laws of Mauritius, limited by shares, having its registered address 7th Floor, Nexsky Building, Ebene Cybercity, 72201, Mauritius and duly represented by its Director, **Mr. Tariiq Dusmohamud**.

And

Syndicat des coproprietaires Banyan Villas (hereinafter referred as "the Client"), as represented by The Smart Syndic, acting pursuant to a duly executed Power of Attorney / mandate.

2.1.3 The Client is a Syndicat des Copropriétaires, a legal entity distinct from the syndic company appointed to manage it. The account and licence granted under this Agreement are held by the Client (the Syndicate) and not by any individual syndic.

Recitals

3. **WHEREAS** there has been a proposal document dated 8 May 2026 made by My Cloud for Snap & Bill software.

4. **WHEREAS the Parties agree that this agreement shall be read together with the said** Proposal; provided that in the event of any conflict or inconsistency between this Agreement and the Proposal, the terms of this Agreement shall prevail;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set out herein, the Parties agree as follows:

Definitions and Interpretation

Agreement	means this Service Level Agreement between My Cloud Ltd and Syndicat des coproprietaires Banyan Villas .
Business Day	means any day other than Saturday, Sunday, or a public holiday as declared under the laws of Mauritius in force from time to time.

Confidential Information	Means all business, financial or Intellectual Property and related information about either Party which comes to be known to the other Party during the term of this Agreement. It will include among other things, information about staff, their personal contact information, businesses, methods, future plans, policies and details of suppliers and customers.
Intellectual Property	means Intellectual Premises of every sort, whether or not registered or registrable in any country, including Intellectual Premises of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, so far only as they are applicable to the Products and/or Services.
Data Protection	means the Data Protection Act 2017 (as amended), the Data Protection (General) Regulations 2021, and any subsequent legislation, regulations, or guidelines issued by the Data Protection Commissioner of Mauritius.
Initial Period	Twelve (12) months starting from account creation on the digital platform.
User Acceptance Document	A document signed by both parties to acknowledge that the system is functional and as per the agreed specifications.

Scope and Arrangement

5. My Cloud will offer a mobile based billing solution, also known as Snap & Bill, to cater for the needs of the client and will offer the features of such system as mentioned in the Proposal Document.
6. In the event of a change of syndic, My Cloud shall transfer administrative access to the incoming syndic upon receipt of (i) a written request signed by an authorised representative of the incoming syndic, and (ii) a certified copy of the minutes of the relevant General Meeting, Extraordinary General Meeting, or Executive Committee meeting, as applicable, resolving or authorising the appointment of the new syndic. My Cloud shall effect such transfer within five (5) Business Days of receipt of the above documents, at no additional charge. Until such documents are received, the outgoing syndic remains the authorised account representative.

Duration, Fees and Payment terms

7. The Client agrees to pay to My Cloud, in a single installment, an access fee of MUR **500 Including** VAT (VAT at the applicable rate to be added thereto, currently resulting in MUR 500.00 inclusive of VAT at 15%) per year for every utility meter being managed at the beginning of the initial period.
8. This Agreement is valid for the Initial Period of 12 months and will automatically renew for subsequent 12-month periods unless either party provides written notice of termination at least 60 days before the end of the current period.
9. The fees for each subsequent period may be subject to adjustments. My Cloud Ltd will notify the Client of any fee adjustments at least thirty (30) days prior to the renewal date. Fee adjustments shall not be made on any other basis without the Client's prior written consent.
10. In the event of a fee adjustment, the Client will have the right to terminate the Agreement without penalty, provided that such termination is communicated in writing within **14 days** of the fee adjustment notice.
11. All invoices shall be settled within fourteen (14) days of the date of issue.

Confidential Information

12. Each Party (the "Receiving Party") undertakes to the other Party (the "Disclosing Party") to treat and keep all Confidential Information received from the Disclosing Party as strictly secret and confidential.
13. The Client will treat and keep all Confidential Information as secret and confidential and will not, without My Cloud's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
14. The Client will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal and shall not, without the prior written consent of My Cloud carry out any investigation, research, development or design of the Proposal in the same technical area as the Proposal.
15. All Confidential Information shall remain the property of My Cloud and its disclosure shall not confer on the Client any rights of My Cloud, including Intellectual Property Rights, over the Confidential Information whatsoever beyond those contained in this Agreement.
16. The obligations of confidentiality under this clause shall survive the termination or expiry of this Agreement for a period of five (5) years.
17. The obligations under this clause shall not apply to information that:
- a. is or becomes publicly available other than through breach of this Agreement;
 - b. was already known to the Receiving Party prior to disclosure;
 - c. is required to be disclosed by law, provided that prompt prior written notice is given to the Disclosing Party.
18. In the event of a breach of confidentiality by the Client, My Cloud Ltd reserves the right to seek immediate injunctive relief, damages, and any other legal remedies available.

Indemnity

19. The Client agrees to indemnify and hold harmless My Cloud Ltd, its directors, employees, and agents from any and all claims, damages, losses, or liabilities, including legal fees, that arise out of:
- a. The Client's failure to comply with any of the terms of this Agreement.
 - b. Any breach by the Client of their obligations related to data protection or confidentiality.
 - c. Misuse of the Snap & Bill system or any intellectual property belonging to My Cloud Ltd by the Client or any third parties associated with the Client.
 - d. Any third-party claims arising from the Client's use of the system, including, but not limited to, billing disputes, incorrect data entry, or improper management of utility meters.
 - e. My Cloud Ltd agrees to indemnify the Client for any direct damages resulting from My Cloud Ltd's gross negligence or intentional misconduct. However, My Cloud Ltd's liability under this Agreement shall not exceed the total value of the fees paid by the Client to My Cloud Ltd in the 12 months preceding the incident.

Data Protection

20. Both parties shall (and shall procure that their Agents shall) comply with Data Protection Legislation and all applicable laws and regulations relating to the processing of personal data or privacy or any amendments and re-enactments thereof, and shall procure that its employees, agents and subcontractors shall observe the provisions of the same.

21. My Cloud shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

22. For purposes of DPA 2017, My Cloud acts as data processor; the Client as data controller. My Cloud shall process personal data only on the Client's documented instructions. In the event of a personal data breach, My Cloud shall notify the Client within seventy-two (72) hours of becoming aware of it.

Intellectual Property

23. It is agreed between the parties that My Cloud is and shall remain the sole owner of all Intellectual Property Rights in and relating to the Snap & Bill system, including all software, source code, algorithms, designs, documentation, and updates thereto.

24. Subject to payment of the fees due under this Agreement, My Cloud hereby grants to the Client and his designated agent(s) a non-exclusive, non-transferable, revocable license to access and use Snap & Bill during the term of this Agreement solely for the Client's internal utility meter management purposes.

25. The Client shall not: (a) sub-license, resell, transfer, or make available access to the System to any third party; (b) copy, reverse-engineer, decompile, or create derivative works based on the System; (c) remove or alter any proprietary notices. Upon termination, the licence shall automatically cease.

Termination

26. Either Party may terminate this Agreement at any time by providing written notice of not less than three (3) months to the other Party. Either Party may also terminate with immediate effect upon written notice if the other Party commits a material, irremediable breach, or upon thirty (30) days' written notice to remedy a remediable material breach that remains unremedied.

27. Should the Client decide to terminate the contract during the initial period, the Client shall pay to My Cloud, as a genuine pre-estimate of loss and not as a penalty (clause pénale), a sum equivalent to one hundred percent (100%) of the fees that would have been due for the remaining months of the Initial Period.

28. Should the Client continue to use the system beyond the initial period, there shall be no indemnification to My Cloud upon termination.

29. In the event My Cloud decides to terminate its services, My Cloud shall make available all data stored pertaining to the Client.

30. Any costs, charges, and reasonable legal expenses incurred by My Cloud in recovering any amount due and unpaid under this Agreement shall be borne by the Client, subject to the discretion of any court of competent jurisdiction.

Force Majeure

31. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, wars, pandemics, strikes, governmental actions, or interruptions in telecommunications or power supplies (each a "Force Majeure Event").

32. In the event of a Force Majeure Event:

- a. The affected party shall promptly notify the other party in writing, providing details of the circumstances and the anticipated duration of the Force Majeure Event.
- b. The affected party's obligations will be suspended for the duration of the Force Majeure Event, provided that the affected party uses reasonable efforts to mitigate the effects of the Force Majeure Event.
- c. If the Force Majeure Event continues for more than 90 days, either party may terminate the Agreement by providing written notice to the other party.

Limited Liability

33. In no event shall My Cloud Ltd be liable to the Client for any indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, loss of data, or business interruption, even if My Cloud Ltd has been advised of the possibility of such damages.

34. My Cloud Ltd's total liability under this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of fees paid by the Client under this Agreement in the 12 months preceding the event giving rise to the claim.

35. My Cloud's liability in respect of any loss, damage, or claim arising from the processing of personal data of co-owners or third parties shall be limited to direct damages only, and shall not exceed the cap set out in 19(e). My Cloud shall not be liable for any loss arising from inaccurate, incomplete, or unauthorized data provided to it by the Client or the syndic acting on the Client's behalf

Dispute Resolution

36. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter through good-faith negotiations.

37. If mediation is unsuccessful within sixty (60) days of appointment of a mediator, the dispute shall be referred to and finally resolved by arbitration in accordance with the International Arbitration Act 2008 and the MCCI Arbitration Rules, with the following terms: (a) seat of arbitration: Mauritius; (b) language: English; (c) number of arbitrators: one (1), appointed per MCCI Rules; (d) decision final and binding; (e) each Party to bear its own costs unless otherwise ordered by the arbitrator.

The decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own costs related to the arbitration, except as otherwise provided by the arbitrator.

38. Nothing in this clause shall prevent either party from seeking urgent interim relief from a court of competent jurisdiction.

General

39. No failure, delay, relaxation or forbearance on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

40. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provisions. If a provision of this Agreement is fundamental to the accomplishment of the purpose of this Agreement is held invalid, the parties shall immediately commence good faith negotiations to remedy such invalidity.

41. Any change to this Agreement shall only be valid if it is in writing and duly signed by persons authorised on behalf of each party.

42. The parties acknowledge and agree that this Agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither party shall have the right to bind the other without the other's express prior written consent.

43. Any notice or other document to be served under this Agreement to either party may be delivered or sent by post or facsimile process to the party to be served at its address set out below:

(a) to My Cloud Ltd	(b) to The Smart Syndic
7th Floor, Nexsky Building, Ebene Cybercity, Ebene, 72201	6 Lighthouse Building, Vivea Business Park Moka
Marked for the attention of Mr. Tariiq Dusmohamud	Marked for the attention of Mr David Pitot

44. This Agreement shall be governed by and construed in accordance with the laws of Mauritius and the parties agree to submit to the non-exclusive jurisdiction of the courts of Mauritius.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

MY CLOUD LTD



As represented by

Mr. Tariiq Dusmohamud

The Smart Syndic



As represented by

Mr David Pitot