

Kefron Software Services Contract

For

XXX

Commencement date: **XXX**



This Contract is subject to the terms and conditions set out below.

THIS CONTRACT made on the XXX

BETWEEN:

A. Kefron International Limited, a Private Limited Company registered in The United Kingdom with the registration number 03760270 and having its registered office at 63-66 Hatton Garden, London, England, EC1N 8LE (hereinafter called "Kefron")

B. XXX

together ("the Parties")

IT IS HEREBY AGREED:

1. Definitions and Interpretations

For the purposes of this Contract, the following terms shall have the following meanings:

Additional Services shall mean any service provided by Kefron other than the Services described in section 2.1 of this Contract, for example software development.

Commencement Date shall mean the date indicated in this Contract.

Contract shall mean this agreement made between the Parties named above.

Data Protection Legislation means Data Protection Acts 1988 to 2018 and the GDPR as amended from time to time.

Fees are laid out at Schedule 1 of this Contract.

Force Majeure means acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate power, failure of telecommunications networks, raw materials or labour, failure of a supplier, strike, lock-out or injunction, compliance with governmental laws, regulations or orders, sickness or indisposition of key Kefron employees, or any other cause whether or not of the class or kind enumerated which affects performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party affected.

Deployment Date shall mean the date from which the solution is available to the Client.

Implementation Period shall mean the period of time between the Commencement Date and the Go-Live Date.

Implementation Start Date shall mean the date of the first meeting attended by the Kefron Professional Services Representative for the purposes of providing the Services.

Initial Period shall mean the initial 36-month period covered from the Commencement Date.

Kefron Helpdesk is software solution provided by Kefron for managing requests for support and assistance.

Parties shall mean the parties to this Contract listed at the outset.

Pricing Schedule contains the pricing applicable for this Contract and is set out at Schedule 1 to this Contract.

Renewal Period shall mean a period equivalent to the Initial Period.

Services shall mean the Services described in clause 2.1 of this Contract.

Schedule shall mean a schedule to this Contract.

Software The software provided by the Kefron for up to 500 Users at any one time as part of the Services, including essential software code maintenance, repairs and upgrades where deemed necessary by Kefron.

Submitted Document Any document of any type received by Kefron on behalf of the Client for processing through the use of the Services.

Subscription Charge The fixed monthly charge for the Services determined by the Volume Range as outlined in Schedule 1.

Volume Range The Submitted Document volume range comprising lower and upper limits specified by Kefron, between which the Client's average monthly Submitted Document volume falls to determine the Subscription Charge as outlined in Schedule 1.

Working Days shall mean Monday to Friday inclusive but excluding public and bank holidays.

Personnel means the employees and or contractors working for or on behalf of one of the Parties to this Contract.

Users' means those users registered on the Client's account to use the Services.

User Acceptance Testing Date means the date upon which the Software is deployed to the Client for testing.

In this Contract words importing the singular shall include the plural and vice versa, words importing gender shall include all genders and words importing individuals shall include firms, partnerships, companies and legal persons of all types and vice versa.

2. Services and Payment

- 2.1. In consideration for the payment of the Fees, Kefron shall provide the following Services:
- Kefron AP supplier invoice automation software-as-a-service for up to 500 users
 - Implementation services to enable delivery and use of Kefron AP on-line software-as-a-service
 - Kefron Helpdesk with service levels described in Appendix 1 which forms part of this Contract
 - Storage of documents in digital format for 7 years unless otherwise specified
 - General software code maintenance, repairs and upgrades
- 2.2. Subscription Charges detailed in Schedule 1 are based on a 36-month Initial Period
- 2.3. Subscription Charges are billed monthly in arrears
- 2.4. Subscription Charges are determined by the applicable Volume Range and based upon the latest rates to be quoted by Kefron
- 2.5. The Subscription Charge for invoice processing begins from the second full calendar month after the Commencement or date the Kefron system is presented for UAT, whichever occurs the soonest
- 2.6. The Subscription Charge for statement reconciliation begins from the date that the Kefron system is presented for UAT
- 2.7. Applicable Volume Range is the average number of Submitted Documents over an agreed time period confirmed by an ERP/accounting system report to be provided by the Client
- 2.8. Client's actual Submitted Document volumes can exceed the upper limit of the Volume Range by up to 10% in any given month without incurring an additional charge
- 2.9. If the Client's Submitted Document volumes exceed the respective upper limit of the Volume Range by more than 10% in any given month, Kefron reserves the right to increase the Subscription Charge by the same percentage for that month
- 2.10. If the Client's Submitted Document volumes falls short of the lower limit of the Volume Range in any given month, the full Subscription Charge is still payable
- 2.11. The Client can request to move onto a higher Volume Range and applicable Subscription Charge at any time
- 2.12. If the Client's Submitted Document volume exceeds the upper limit of the Volume Range for three or more consecutive months, the Client agrees that Kefron can apply the Subscription Charge for the appropriate higher Volume Range for the remainder of the contract
- 2.13. All document types received by the system count towards the Volume Range and applicable Subscription Charge
- 2.14. Multi-page invoices are considered as one document
- 2.15. User and system support is included in the Subscription Charge
- 2.16. Data storage is included in the Subscription Charge
- 2.17. General platform performance upgrades and system fixes are included in the Subscription Charge
- 2.18. Up to 500 authorised platform users at no additional charge
- 2.19. To the extent that the Client requires Additional Services, Kefron shall endeavour to provide them. The provision of any such Additional Services shall be subject to written contract by the Parties, including the scope and costs and may incur an additional or increased Subscription charge.
- 2.20. Changes to the Software or Services requested by the Client at any time may incur an additional or increased Subscription charge **which** will be mutually agreed in writing by the Parties.
- 2.21. Applicable VAT invoices will be issued for Implementation Services to a value of:
- 40% upon signing of the Contract
 - 30% on the earlier of the Deployment Date or 3 calendar months after the Commencement Date
 - 30% on the earlier of the 30th day after the Deployment Date or 6 calendar months after the Commencement Date
- 2.22. The implementation fee is presented in Schedule 1 as a fixed price project fee (estimated days are for reference only) and is based on information provided to date by the Client for the implementation and operation of the Software and Kefron's estimate of the time required.

- 2.23. The implementation fee is subject to change and additional charges if the Client's requirements of the Software or Services change at any time. Any changes will be subject to a written and mutually agreed Change Control prior to implementation.
- 2.24. It is the Client's responsibility to engage any third parties, including but not limited to, the provider of their ERP or accounting software at the earliest opportunity and before the commencement of the implementation services to scope their required participation and any associated costs. The Client is responsible for all charges from all third parties.
- 2.25. The Implementation services will be scheduled with Client's agreement and are reliant on agreed Client staff participation, cooperation, actions and input. The Client is liable for additional charges of £450 per day if the implementation services schedule is delayed due to Client or a Client third-party's action, inaction or delay for any reason without prior written agreement from Kefron.
- 2.26. The standard User Acceptance Period is 4 weeks. Client delays in completing User Acceptance Testing without prior written agreement with Kefron are chargeable at £450 per day.
- 2.27. The Client is responsible for providing a test ERP/accounting system as part of the implementation at their cost.
- 2.28. All implementation services are provided remotely.
- 2.29. All professional services are charged at £995 per day with the quantity of days to be mutually agreed in advance.
- 2.30. Test data will be used if client data is delayed or unavailable for whatever reason to ensure UAT can proceed with the Services.
- 2.31. Once User Acceptance Testing is signed-off by the Client, the Professional Services includes one-week of support from the Kefron Project Manager. Once this week is completed, the project will be handed over to the Kefron Help Desk service.
- 2.32. Additional professional services resulting from new Client requests at any time are chargeable and subject to change control.
- 2.33. Return of data charge upon expiry or termination of the contract is a £995 fixed charge.
- 2.34. Kefron may apply a price increase but not during the first year of the Initial Period. Any price increase will be capped at 3% per annum and Kefron will provide a minimum of 30 days' notice in writing to the Client of any increases.
- 2.35. All quoted pricing is exclusive of VAT.
- 2.36. All Kefron invoices are due 30 days from date of issue.

3. Term and Termination

- 3.1. The term of the Contract is for the Initial Period and thereafter for Renewal Periods unless otherwise agreed in writing. This Contract shall continue until the Client gives Kefron at least 30 (thirty) days advanced written notice prior to the expiry of the Initial Period or any subsequent Renewal Period, except where clause 3.3 is exercised.
- 3.2. Renewal periods are based on the same terms as the preceding period unless Kefron has given at least 30 days' prior written notice of a change in its terms.
- 3.3. Either Party shall have the right, without prejudice to its other rights or remedies, to terminate this Contract immediately by notice to the other if the other:
 - 3.3.1. is in material or persistent breach of any of its obligations under this Contract and either that breach is incapable of remedy, or that other Party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so.
 - 3.3.2. is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution, or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets.
 - 3.3.3. enters into or proposes any composition or arrangement with its creditors generally.
 - 3.3.4. is subject to any analogous event or proceedings in any applicable jurisdiction.
- 3.4. On expiry or termination of this Contract:
 - The Client's right to receive Services shall cease automatically
 - Each Party shall immediately return to the other all property and materials belonging to the other
 - All amounts due from the Client under this Contract shall be paid immediately
 - All data relating to the Client shall be returned

4. Warranties and Limitation of Liability

- 4.1. All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Contract or the schedules whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
- 4.2. Kefron represents and warrants to the Client that the Services will be performed in accordance with all applicable laws and regulations, including the Data Protection Acts 1988 to 2018 and the UK GDPR; and with all reasonable skill and care in a timely and professional manner by appropriately skilled and qualified persons.
- 4.3. Kefron will indemnify the Client from and against direct losses, which the Client may suffer upon the negligence of Kefron, its employees or agents in line with our Insurance cover below as follows: (a) Public Liability: euro €10m (b) Products Liability: euro €10m (Neither Party shall be liable to the other Party for any indirect, special or consequential loss, howsoever arising (including but not limited to loss of anticipated profits which may be suffered by the other Party in connection with the Contract)).
- 4.4. The Client agrees that, in entering into this Contract, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Contract or (if it did rely on any representations, whether written or oral, not expressly set out in this Contract) that it shall have no remedy in respect of such representations and (in either case) Kefron shall have no liability otherwise than pursuant to the express terms of this Contract.
- 4.5. The Client shall not, except to the extent expressly permitted under this contract attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software and/or documentation (as applicable) in any form or media by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or disguise or attempt to disguise the origin of any Client data or access to the Services; or access or use all or any part of the Services in order to build software, a product or Services which competes or purports to compete with the Services: nor access nor make available all or any part of the Services to third parties; or license, sell, rent, lease, transfer, assign, distribute, display, disclose, charge, encumber, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Users, or attempt to obtain or assist third parties in obtaining access to the Services other than from Kefron as provided under this clause.

- 4.6. The Client shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services and/or the Additional Services and in the event of any such unauthorised access or use to notify Kefron immediately by phone or email at IThelp@kefron.com.

5. Personnel

- 5.1. Neither Party shall, without the prior written consent of the other Party, during the course of the provision of the Services or for 6 months thereafter solicit, make any offer of employment, employ or engage any of the other Party's consultants or employees.
- 5.2. In the event of a breach of Clause 5.1, the defaulting Party shall pay to the other a sum equal to 6 months' remuneration at the then current rate of the relevant employee or consultant or if no current rate is available, at the last paid rate of the relevant employee or consultant including benefits-in-kind.

6. Assignment and Sub-Contracting

- 6.1. Kefron may assign its rights under this Contract without prior written notice to the other Party.
- 6.2. Kefron may sub-contract any of its obligations under this Contract on notice to the Client provided that it shall remain liable to the Client for the performance of all such obligations. For the avoidance of doubt, the Client may not assign its obligations under this Contract.

7. Confidentiality and Publicity

- 7.1. Each Party shall, during the term of this Contract and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other Party disclose to any third party, any and all information of a confidential nature (including trade secrets and information of commercial value) that may become known to such Party from the other Party, and which relates to the other Party unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Contract, or subsequently comes lawfully into the possession of such Party from a third party.
- 7.2. The provisions of Clause 7 shall remain in full force and effect notwithstanding any termination of this Contract.

8. Data Processing

- 8.1. Within this Clause 8 the terms "controller", "Data Controller", "processor", "Data Processor", "Data", "Personal Data" "Processing" and "Sub-Processor" shall have the same meanings as defined in the Data Protection Legislation and "Processed", and "Process" shall also be construed in accordance with the definition of "Processing" per the same Data Protection Legislation.
- 8.2. In respect of the Processing of Personal Data by the processor under or in connection with the Contract, the processor shall:
- 8.2.1. only process the Personal Data in accordance with the terms of the Contract or otherwise in accordance with the documented instructions of the Data Controller from time to time for the purpose of provision of the Services
 - 8.2.2. ensure that all personnel engaged by the processor in the provision of the Services have entered into a confidentiality agreement or non-disclosure agreement with the processor and shall further ensure that such personnel fulfil the processor's obligations under this Contract with regard to the security and protection of Personal Data
 - 8.2.3. implement appropriate technical and organisational measures in respect of the protection of Personal Data
 - 8.2.4. co-operate and assist, as requested by the controller, and put appropriate technical and organisational measures in place to enable the controller to comply with any exercise of rights by a Data Subject under the Data Protection Legislation (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data
 - 8.2.5. not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of the controller (and subject then to the transfer being in compliance with the Data Protection Legislation)
 - 8.2.6. assist the controller in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to the processor
 - 8.2.7. on termination or expiry of this Contract, and in accordance with the terms set out in this Contract, at the controller's option either return the personal data to the controller or delete or dispose of the personal data at the controller's request the processor shall confirm in writing that this subclause has been complied with in full. The provisions of this subclause shall not apply to the extent that the processor is required by law to retain the Personal Data

- 8.2.8. make available to the controller all information necessary for the controller to demonstrate compliance with the controller's obligations and obligations of the processor under Article 28 of the UK GDPR; and
- 8.2.9. allow for and contribute to audits including inspections conducted by the controller or another auditor mandated by the controller. The processor shall be entitled to reasonable remuneration for the provision of such Additional Services.
- 8.3. The Data Controller authorises the processor to use its agents, personnel and Sub-Processors in the provision of the Services. For the avoidance of doubt, this constitutes a general written authorisation in accordance with Article 28(2) of the UK GDPR. Where the processor subcontracts any of its obligations under the Contract, it shall do so only by way of a written contract with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the processor.
- 8.4. The processor shall notify the Data Controller as soon as reasonably practicable of:
 - 8.4.1. any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;
 - 8.4.2. receiving any correspondence, notice or other communication whether orally or in writing from the relevant data protection regulator or any other regulator or person, relating to the Personal Data;
 - 8.4.3. becoming aware of a breach of this Clause 8.

9. Data Protection

- 9.1. In relation to the protection of all Client data, Kefron will:
- 9.2. have in place and maintain in accordance with good industry practice measures to protect client data from interception.
 - 9.2.1. have in place and maintain network protection and encryption of client data whilst in transit.
 - 9.2.2. where Client data is processed by Kefron employees or Kefron sub-contractors based outside Ireland or UK, this will be via VPN access to its servers in Dublin. VPN can only be accessed via Kefron devices. Employees are trained to access only via the VPN and not on a public Wifi. Kefron technical and organisational measures only allow for access to servers via VPN. No data will be stored outside of the UK and/or EU.

10. Force Majeure

- 10.1. Any Party hereto will be excused from performance under this Contract for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties will use reasonable efforts to mitigate the effect of a Force Majeure event.

11. Waiver

- 11.1. No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

12. Severability

- 12.1. If any provision of this Contract is found to be invalid or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced. The entire Contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Client and Kefron shall be construed and enforced accordingly.

13. Amendments

- 13.1. Any amendment, waiver or variation of this Contract shall not be binding on the Parties unless set out in writing, expressed to amend this Contract and signed by or on behalf of each of the Parties. This does not include matters dealt with under the attached Schedules.

14. Third Party Rights

- 14.1. No term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract.

15. Proprietary Rights

- 15.1. The Client acknowledges and agrees that Kefron and/or its licensors (if applicable) own all intellectual property rights in the Services (including the Software, documentation, app and the website). Except as expressly stated, these terms do not grant the Client any rights to, or in patents, copyright, database rights, trade secrets, trade names, trademarks (whether registered or not), or any other rights or licences in respect of any aspect of the Services or the website.
- 15.2. Kefron confirms that it has all the rights in relation to the Services that are necessary to grant all of the rights it purports to grant under, and in accordance with, these terms.
- 15.3. Nothing in these terms shall prevent Kefron from entering into similar contracts with third parties or from independently developing, using, selling or licensing documentation, products and/or Services which are similar to those provided under this Contract.

16. Notices

- 16.1. Any notice required to be given pursuant to this Contract shall be sent by e-mail to the following contacts:

Kefron

E-mail - accountsreceivable@kefron.com

XXX

E-mail -

17. Entire Contract

- 17.1. This Contract contains the whole contract between the Parties relating to the subject matter hereof and supersedes all prior contracts, arrangements and understandings between the Parties.
- 17.2. In the event that the Client submits any form of separate purchase order to Kefron, no terms or conditions included in such purchase order shall form part of this Contract or otherwise be of any contractual effect unless agreed in writing and signed in ink by the legally authorised representative(s) of both Parties.

18. Governing Law and Disputes

- 18.1. This Contract, its subject matter and its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2. If any dispute which arises between the Parties concerning this Contract cannot be resolved between the individuals concerned within twenty Working Days then either Party may refer the matter to be considered by both Parties' managing directors (or such person who holds equivalent office who has been nominated in writing by that Party for this purpose) who shall meet and use their best endeavours to resolve the issue within a further twenty Working Days of such reference.
- 18.3. If the dispute has not been resolved pursuant to Clause 18.2 above the matter shall be referred to the courts of England and Wales. All Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

This Contract has been entered into on the date stated at the outset as the Commencement Date.

Signed for and on behalf of
Kefron International Limited

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory
(PLEASE PRINT)

Signed for and on behalf of
XXX

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory
(PLEASE PRINT)

SCHEDULE 1 – PRICING SCHEDULE - FEES

Invoice Processing

Volume of Supplier Invoices Per Month	Unit	Price

*NB – For the avoidance of doubt, the starting monthly subscription cost for the Client will be XXX per month (for XXX documents captured per month). This will be reviewed and billed on an on—going basis in accordance with Clause 2 of this Contract.

Statement Reconciliation

Volume of Supplier Statements Per Month	Unit	Price

**NB – For the avoidance of doubt, the starting monthly subscription cost for the Client will be XXX per month (for XXX statement documents captured per month). This will be reviewed and billed on an on—going basis in accordance with Clause 2 of this Contract.

Implementation Services

Kefron Professional Services	Billing Model	Total Cost (ex. VAT)
Implementation of Kefron AP	Fixed project price	

***NB – For clarity, the implementation services cover project management, configuration, ERP integration, testing, go-live support and training, i.e. a full system implementation, on a fixed price basis. Kefron professional services will be managed and invoiced in accordance with Clause 2 of this contract.

SCHEDULE 2 - DATA AND DATA PROCESSING

To be completed by the Client as Data Controller:

Description of Services relating to softcopy and/or hardcopy records, documents or data. <i>(Tick as appropriate)</i>	☒ Records/documents/data storage ☐ Records/documents management Services ☒ Records/documents/Data Capture Services ☒ Document Management software and Services ☐ Records & Document Management Consulting
Description of Data Subjects affected by processing	The Client's suppliers: Where suppliers provide personal data on documents submitted: personal names, addresses telephone numbers and bank account details The Client's Users: Client employees, suppliers and all Client Users of the Services.
Categories of Personal Data processed	The Client's suppliers, where suppliers detail personal names, addresses, telephone numbers and bank account details on invoice documents. The Client's employees, clients and all usernames and related e-mail addresses.
Duration of Processing	As per Contract

SCHEDULE 3 – XXX