

AIMS Terms

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Schedule 1 – AIMS Licence Terms

These current consolidated AIMS Licence Terms apply to an Order Form entered into between AIMS Software Ltd (“**ASL**”) and the entity ordering Software and Professional Services identified on the Order Form (“**Client**”) and specifies the terms and conditions under which AIMS Software Ltd. will licence and supply Software and Professional Services to the Client.

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in clause 38 shall apply to our Agreement.
- 1.2 In our Agreement:
 - 1.2.1 each Order Form entered into by the Client shall form a separate agreement, incorporating these AIMS Licence Terms together with the Addendums (our Agreement),
 - 1.2.2 in the event of any conflict in respect of the provisions of our Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
 - (a) the Order Form,
 - (b) the Addendums,
 - (c) the AIMS Licence Terms, and
 - (d) the Documentation, and
 - 1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.3 Any obligation of ASL under our Agreement to comply or ensure compliance by any person or the Software and the Professional Services with any law shall be limited to compliance only with laws within the Territory as generally applicable to businesses and to providers of software solutions. Such obligations shall not be construed to create any obligation on ASL (or anyone acting on its behalf) or any part of the Software and the Professional Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2. Rights of use

- 2.1 Upon Order Acceptance and subject to the terms of our Agreement, ASL hereby grants to the Client on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable licence to allow Authorised Users to access and use the Software through the Hosting Services or, if specified in the Order Form, Client's own hosting service, and to use the Software solely for the Client's business purposes of grant management in the Territory;
- 2.2 ASL grants the Client a non-exclusive, non-transferable, personal right to:
 - 2.2.1 permit Authorised Users to access and use each Software and Professional Services,
 - 2.2.2 permit Grant Applicants to apply for a grant using AIMS,
 - 2.2.3 permit Grant Reviewers to review a grant using AIMS; and
 - 2.2.4 copy and use the Documentation as strictly necessary for its use of the Software and Professional Services,throughout the world or where specified in the Order Form, the Territory, during the Term for the Permitted Purpose.
- 2.3 The Software may be deployed on the operating environment as indicated on the Order Form. If the ASL Cloud operating environment is specified on the Order Form, ASL will manage and provide the Software and Professional Services in a cloud environment and Client will comply with the cloud terms and conditions as may be amended from time to time.
- 2.4 The Client acknowledges that use of the Software and Professional Services is at all times subject to the Client's compliance with our Agreement, the requirements identified in our Agreement (including all minimum system requirements) and compliance with Cloud terms and conditions.
- 2.5 The Client acknowledges that the Software and the Professional Services do not include:
 - 2.5.1 any services, systems or equipment required to access the internet (and that the Client is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Software and the Professional Services),
 - 2.5.2 dedicated disaster recovery facilities unless otherwise specifically stated in an Order Form; or
 - 2.5.3 legal, accounting or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Software and the Professional Services will comply with or satisfy any legal or regulatory obligation of any person.

- 2.6 the Client shall not intentionally store, distribute, introduce or transmit through the Hosting Services and shall take reasonable care not to store, distribute, introduce or transmit:
- 2.6.1 any virus,
 - 2.6.2 any vulnerability; or
 - 2.6.3 any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.

3. Authorised Users

- 3.1 The Client shall ensure that only Authorised Users use the Software and Professional Services and that such use is at all times in accordance with our Agreement. The Client shall ensure that Authorised Users are, at all times whilst they have access to the Software and Professional Services, the employees or contractors of the Client or the Authorised Affiliates.
- 3.2 The Client shall ensure that the number of Authorised Users for the Software does not exceed 200 Authorised Users at any time. The Client is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of our Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 3.3 Without prejudice to any other right or remedy of ASL, in the event the Client is in breach of clause 3.2 then:
- 3.3.1 the warranties in clause 8.1 shall cease to apply to the relevant Software and Professional Services for the duration of the period during which the Client is in breach of clause 3.2; and
 - 3.3.2 the Client shall be liable to pay for the number of Authorised Users above 200 Authorised Users for that Software for the relevant period during which infringement occurred in accordance with ASL's Standard Pricing Terms.
- 3.4 The Client shall:
- 3.4.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own,
 - 3.4.2 only provide Authorised Users with access to the Software and the Professional Services via the access method provided by ASL and shall not provide access to (or permit access by) anyone other than an Authorised User, Grant Applicant or Grant Reviewer; and
 - 3.4.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Client under our

Agreement, including all obligations and restrictions relating to ASL's Confidential Information.

- 3.5 The Client warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Client and its Authorised Affiliate's organisation as necessary for use of the Service) their password or access details for any Software and Professional Services.
- 3.6 The Client shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the provisions of our Agreement.
- 3.7 If any password has been provided to an individual that is not an Authorised User, the Client shall, without delay, disable any such passwords and notify ASL immediately.
- 3.8 The Client shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Software and the Professional Services, the Client Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software and the Professional Services, the Client Data or the Documentation (or any part) to, or access or use the Software and the Professional Services, the Client Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of Ireland, *the United Kingdom, the United States, the European Union or any of its member states*, without first obtaining such licence or other approval. Without prejudice to ASL's obligations under the Data Protection Addendum, the Client shall be solely responsible for ensuring its access, importation and use of the Software and the Professional Services, the Client Data and Documentation in or into any part of the world complies with all export and other laws.
- 3.9 Clauses 3.6 to 3.8 (inclusive) shall survive termination or expiry of our Agreement.

4. Indemnity

- 4.1 The Client shall indemnify, keep indemnified and hold harmless ASL (on ASL's own behalf and on behalf of ASL's Affiliates) from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of (i) a claim brought by a third party (including any Authorised User, Grant Applicant or Grant Reviewer) alleging that ASL's possession or use of the Client Data violates or misappropriates the rights of, or has otherwise harmed, a third party, (ii) a Client's breach of the Restrictions of Use as set out in clause 9.3 (or iii) Client's breach of clause 15 (Confidential Information).
- 4.2 This clause 4 shall survive termination or expiry of our Agreement.

5. Support

- 5.1 Support shall be available to the Client for the duration of the Term, to the extent and in the manner specified in the Support Terms.
- 5.2 ASL will use reasonable endeavours to notify the Client in advance of scheduled maintenance, but the Client acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6. Changes to services and terms

- 6.1 ASL may at its absolute discretion make, and notify the Client of, updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of our Agreement (excluding in each case the Order Form) from time to time by notifying the Client of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other means which ASL elects.
- 6.2 The Client acknowledges that ASL shall be entitled to modify the features and functionality of the Software and the Professional Services, including without limitation minor changes to eliminate faults, defects and malfunctions made available free of charge. ASL shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the functionality of the relevant Software and Professional Services(s).
- 6.3 ASL shall maintain technical support on the two most current Releases of the Software and for at least twelve months after each new Release.

7. Fees

- 7.1 The Licence Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Client at the rates and in the manner described in the Order Form. Unless otherwise stated in the Order Form, the Term will be 3 years.
- 7.2 ASL shall invoice the Client as set out in the Order Form and, unless otherwise set out in the Order Form, fees shall be payable:
 - 7.2.1 in advance for all Licence Fees; \
 - 7.2.2 annually in advance for all Fees related to Support; and
 - 7.2.3 monthly in arrears for all other Fees,and the invoices shall be paid by Client within 30 calendar days of the date on the invoice.
- 7.3 The Fees are exclusive of VAT which shall be payable by the Client at the rate and in the manner prescribed by law.

- 7.4 Fees payable to ASL under our Agreement shall be paid into the ASL's bank account by electronic funds transfer unless otherwise notified by ASL to the Client in writing in accordance with our Agreement.
- 7.5 ASL shall have the right to charge interest on overdue invoices at the rate of 8% per year above the base rate of the European Central Bank, except where the delay is due to a good faith invoice dispute, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 7.6 To the extent our Agreement terminates or expires (other than due to termination by the Client under clauses 21.2.1 or 21.2.2) the Licence Fees set out in the Order shall be non-refundable.
- 7.7 Client agrees to take all actions reasonably considered necessary by ASL to ensure that ASL receives the payments gross and without any deduction or withholding for or on account of tax including, without prejudice to the generality of this clause, co-operating with ASL in relation to any application to any relevant tax authority for a direction or other ruling pursuant to any relevant double taxation agreement enabling the Client to make payments to ASL without or at a reduced rate of deduction or withholding for or on account of tax.
- 7.8 Without prejudice the Client will use its best endeavours to obtain any appropriate tax certificate enabling ASL to recover, or obtain a tax credit for, any withholding or deduction for or on account of tax as soon as reasonably possible and in any event within 180 days of the payment of any tax to which this clause applies. In the event of the Client not complying with this obligation, the Client will forthwith upon demand pay a sum to ASL sufficient so that after any deductions or withholdings for or on account of tax ASL will receive the amount to which it would have been entitled if the Client had complied with its obligations under this clause.

8. Warranties

- 8.1 Subject to the remainder of this clause 8, ASL warrants that:
 - 8.1.1 each Software shall operate materially in accordance with its Description (<https://www.grantmanagementsoftware.com/aims-definitions/>) when used in accordance with our Agreement under normal use and normal circumstances during the Term; and
 - 8.1.2 it will provide each of the Software and the Professional Services with reasonable care and skill.
- 8.2 The Software and Professional Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Client acknowledges that such risks are inherent in cloud services and that ASL shall have no liability for any such delays, interruptions, errors or other problems. ASL does not warrant that the use of the Software will be uninterrupted or error-free.

- 8.3 ASL does not warrant that the Software is or will be suitable for Client's purposes. While all reasonable efforts are made to avoid the Software causing damage or being misleading, ASL will not be responsible for any loss, damage or inconvenience caused by inaccuracies in the Software and its data.
- 8.4 Client accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Client.
- 8.5 If there is a breach of any warranty in clause 8.1 ASL shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which ASL was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 8.5 sets out the Client's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 8.1.
- 8.6 The warranties in clause 8.1 are subject to the limitations set out in clause 18 and shall not apply to the extent that any error in the Professional Services arises as a result of:
- 8.6.1 incorrect operation or use of the Professional Services by the Client, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications),
 - 8.6.2 use of any of the Professional Services other than for the purposes for which it is intended,
 - 8.6.3 use of any Services with other software or services or on equipment with which it is incompatible (unless ASL recommended or required the use of that other software or service or equipment in the User Manual),
 - 8.6.4 any act by any third party (including hacking or the introduction of any virus or malicious code),
 - 8.6.5 any modification of Services (other than that undertaken by ASL or at its direction); or
 - 8.6.6 any breach of our Agreement by the Client (or by any Authorised Affiliate or Authorised User).
- 8.7 ASL may make Non-ASL Materials available for the Client's use in connection with the Professional Services. The Client agrees that:
- 8.7.1 ASL has no responsibility for the use or consequences of use of any Non-ASL Materials,
 - 8.7.2 the Client's use of any Non-ASL Materials shall be governed by the applicable terms between the Client and the owner or licensor of the relevant Non-ASL Materials,

- 8.7.3 the Client is solely responsible for any Non-ASL Materials used in connection with the Professional Services and for compliance with all applicable third-party terms or laws which may govern the use of such Non-ASL Materials, and
- 8.7.4 the continued availability, compatibility with the Professional Services and performance of the Non-ASL Materials is outside the control of ASL and ASL has no responsibility for any unavailability of or degradation in the Professional Services to the extent resulting from the availability, incompatibility or performance of any of the Non-ASL Materials,
- 8.8 The Client acknowledges that no liability or obligation is accepted by the ASL (howsoever arising whether under contract, tort, in negligence or otherwise):
 - 8.8.1 that the Software and Professional Services shall meet the Client's individual needs, whether or not such needs have been communicated to ASL,
 - 8.8.2 that the operation of the Software and Professional Services shall not be subject to minor errors or defects, or
 - 8.8.3 that the Software and Professional Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in *the User Manual*.
- 8.9 Other than as set out in this clause 8, and subject to clause 18.6(i) all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
- 9. Client's responsibilities/Restrictions on Use**
 - 9.1 The Client shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Professional Services, including laws relating to privacy, data protection and use of systems and communications.
 - 9.2 The Client shall only permit Grant Applicants and Grant Reviewers to access AIMS provided that ASL's rights under this Agreement are protected in Client's agreement with Grant Applicants and Grant Reviewers and that Grant Applicants and Grant Reviewers are made aware of the processing of their personal data through AIMS by way of an appropriate privacy notice.
 - 9.3 Except to the extent permitted by applicable law, Client agrees, on behalf of itself and its Authorised Users, not to (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Software and/or ASL technology; (ii) knowingly or negligently access or use the Software or Professional Services in a manner that abuses or disrupts the ASL networks, security systems, user accounts, or Services of ASL or any third party, or attempt to gain unauthorized

access to any of the above through unauthorized means, (iii) transmit through or post on the Professional Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libellous or otherwise objectionable or unlawful; (iv) market, offer to sell, and/or resell the Software or Professional Services alone, (but the Professional Services may be used by Client in support of Client's service offering(s)) (v) use the Software or Professional Services to send unsolicited or unauthorized advertising, junk mail, or spam; (vi) harvest, collect, or gather information or data regarding other users in breach of applicable law; (vii) transmit through or post on the Professional Services any material that may infringe the intellectual property rights or other rights of third parties, including, without limitation, trademark, copyright, data privacy or right of publicity; (viii) transmit or post on the Professional Services any material that contains software viruses or other harmful or deleterious computer code, files or programs; (ix) if the Client is a ASL competitor for the relevant Services, use the Software or Professional Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law; (x) transmit or expose to ASL: unless specifically agreed between the parties in the Order Form (i) children's data; (ii) special categories of personal data (i.e. including but not limited to personal data revealing racial or ethnic origin, political opinions, religious beliefs, genetic or biometric data, health data); (iii) data relating to criminal convictions and offenses; or (iv) cardholder data (as regulated by the Payment Card Industry Security Standards Council); as a part of using the Software or Professional Services, or otherwise under this Agreement.

10. Professional Services

- 10.1 Professional Services shall be provided with due skill and care. All other warranties, whether express or implied are expressly excluded.
- 10.2 Where additional Professional Services are requested by the Client during the term of the agreement, the Client shall submit a change control request to ASL (Change Control). ASL shall prepare a quote for the additional work required. Additional Professional Services shall not commence without the signed agreement of the Client to the terms of the quote, and such Professional Services shall be subject to the terms and conditions of this Agreement.

11. Intellectual property

- 11.1 All Intellectual Property Rights in and to the Software and Professional Services (including in all Documentation and all ASL Provided Materials) belong to and shall remain vested in ASL or the relevant third-party owner. To the extent that the Client, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Software or Documentation, ASL Provided Materials or any other part of the Professional Services, the Client shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to ASL or such third party as ASL may elect. The Client shall execute all such documents and do such things as ASL may consider necessary to give effect to this clause 11.1.
- 11.2 The Client and Authorised Users may be able to store or transmit Client Data using one or more Professional Services and the Software and Professional Services may interact with

Client Systems. The Client hereby grants a royalty-free, non-transferable, non-exclusive licence for ASL (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Client Data and Client Systems to the extent necessary to perform or provide the Professional Services or to exercise or perform ASL's rights, remedies and obligations under our Agreement.

- 11.3 To the extent Non-ASL Materials are made available to, or used by or on behalf of the Client, any Authorised Affiliate or any Authorised User in connection with the use or provision of any Software and Professional Services, such use of Non-ASL Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by ASL or the third party and not by our Agreement. ASL grants no Intellectual Property Rights or other rights in connection with any Non-ASL Materials. It is the Client's sole responsibility to appropriately license any third-party data sources or intellectual property accessed by any Software and Professional Services to enable ASL to provide the Professional Services.
- 11.4 ASL may use any Feedback or any information that ASL may collect and analyse in connection with the Software and Professional Services, such as usage patterns, metadata and other information to improve and enhance the services and suggestions for improvement relating to the Professional Services provided by the Client, the Authorised Affiliates or any Authorised User without charge or limitation. The Client hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to ASL at the time such Feedback is first provided to ASL.
- 11.5 The Client hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to ASL under our Agreement.
- 11.6 Except for the rights expressly granted in our Agreement, the Client, any Authorised User, any Client Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Software or the Professional Services (or any part including the Documentation) and no Intellectual Property Rights of either party are transferred or licensed as a result of our Agreement.
- 11.7 This clause 11 shall survive the termination or expiry of our Agreement.

12. Defence against infringement claims

- 12.1 Subject to clauses 12.2 and 12.4, ASL shall:
 - 12.1.1 defend at its own expense any claim brought against the Client by any third party alleging that the Client's use of the Software or Professional Services infringes any copyright, database right or registered trademark, registered design right or registered patent in Ireland (an IP Claim); and

- 12.1.2 pay, subject to clause 12.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 12.2 The provisions of clause 12.1 shall not apply unless the Client:
 - 12.2.1 promptly notifies ASL upon becoming aware of any actual or threatened IP Claim and provides full written particulars,
 - 12.2.2 makes no comment or admission and takes no action that may adversely affect the ASL's ability to defend or settle the IP Claim,
 - 12.2.3 provides all assistance reasonably required by ASL subject to ASL paying the Client's reasonable costs, and
 - 12.2.4 gives ASL sole authority to defend or settle the IP Claim as ASL considers appropriate.
- 12.3 In the event of any IP Claim, ASL may elect to terminate our Agreement immediately by written notice and promptly refund to the Client Licence Fees paid for the Term (up to maximum of one year's Licence Fee). This clause 12.3 is without prejudice to the Client's rights and remedies under clauses 12.1.
- 12.4 ASL shall have no liability or obligation under this clause 12 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
 - 12.4.1 any modification of the Software or the Professional Services (or any part) without ASL's express written approval,
 - 12.4.2 any Non-ASL Materials,
 - 12.4.3 any Client Data,
 - 12.4.4 any Open Source Software,
 - 12.4.5 any breach of our Agreement by the Client,
 - 12.4.6 use of the Client's environment to operate the Software and Professional Services,
 - 12.4.7 installation or use of the Software or Professional Services (or any part) otherwise than in accordance with our Agreement and the User Manual; or
 - 12.4.8 installation or use of the Software or Professional Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by ASL.
- 12.5 Subject to clause 18.6, the provisions of this clause 12 set out the Client's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

13. Client Systems and Client Data

- 13.1 Client Data shall at all times remain the property of the Client or its licensors.
- 13.2 Except to the extent ASL has direct obligations under data protection laws, the Client acknowledges that ASL has no control over any Client Data hosted as part of the provision of the Professional Services and may not actively monitor or have access to the content of the Client Data. The Client shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Client Data and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.
- 13.3 If ASL becomes aware of any allegation that any Client Data may not comply with the Restrictions of Use set out in clause 9.3 or any other part of our Agreement ASL shall have the right to permanently delete or otherwise remove or suspend access to any Client Data which is suspected of being in breach of any of the foregoing from the Professional Services and/or disclose Client Data to law enforcement authorities (in each case without the need to consult the Client). Where reasonably practicable and lawful ASL shall notify the Client before taking such action.
- 13.4 Except as otherwise expressly agreed in the Order Form, ASL shall not be obliged to provide the Client with any assistance extracting or transferring any data whether during or after the Term.
- 13.5 ASL routinely undertakes regular backups of the Software and Professional Services (which may include Client Data) for its own business continuity purposes. The Client acknowledges that such steps do not in any way make ASL responsible for ensuring the Client Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, ASL shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Client Data.
- 13.6 Unless otherwise set out in the Order Form, or subsequently agreed by the parties in writing, the Client hereby instructs that ASL shall within 31 days of the earlier of the end of the provision of the Professional Services (or any part) relating to the processing of the Client Data securely dispose of such Client Data processed in relation to the Professional Services (or any part) which have ended (and all existing copies of it) except to the extent that any Applicable Law (as defined in the Data Protection Addendum) requires ASL to store such Client Data. ASL shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Client Data undertaken in accordance with our Agreement.

14. Confidentiality and Security of Client Data

- 14.1 ASL shall maintain the confidentiality of the Client Data and shall not without the prior written consent of the Client or in accordance with our Agreement, disclose or copy the Client Data other than as necessary for the performance of the Professional Services or its express rights and obligations under our Agreement.

- 14.2 ASL shall implement technical and organisational security measures in accordance with the Information Security Fact Sheet. This document provides high-level overview of its information security governance, controls, and hosting arrangements. It is maintained separately and is available to Clients on request.
- 14.3 The provisions of this clause 14 shall not apply to information which:
- 14.3.1 is or comes into the public domain through no fault of ASL, its officers, employees, agents or contractors,
 - 14.3.2 is lawfully received by ASL from a third party free of any obligation of confidence at the time of its disclosure,
 - 14.3.3 is independently developed by ASL (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such information, or
 - 14.3.4 is required by law, by court or governmental or regulatory order to be disclosed,
- provided that clauses 14.3.1 to 14.3.3 (inclusive) shall not apply to Protected Data.
- 14.4 This clause 14 shall survive the termination or expiry of our Agreement for a period of five years.
- 14.5 To the extent any Client Data is Protected Data, ASL shall ensure that such Client Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of ASL's obligations under the Data Protection Addendum. Clauses 14.1 to 14.4 (inclusive) are subject to this clause 14.5.

15. Confidential Information

- 15.1 The receiving party shall maintain the confidentiality of the disclosing party's Confidential Information and shall not without the prior written consent of the disclosing party, disclose, copy or modify the disclosing party's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under our Agreement.
- 15.2 The receiving party undertakes to:
- 15.2.1 disclose the disclosing party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under our Agreement,
 - 15.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 15, and
 - 15.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 15.2 as if they were the receiving party's own acts or omissions.

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- 15.3 The receiving party shall give notice to the disclosing party of any unauthorised use, disclosure, theft or loss of disclosing party's Confidential Information promptly upon becoming aware of the same.
- 15.4 The provisions of this clause 15 shall not apply to information which:
- 15.4.1 is or comes into the public domain through no fault of the receiving party, its officers, employees, agents or contractors,
 - 15.4.2 is lawfully received by the receiving party from a third party free of any obligation of confidence at the time of its disclosure,
 - 15.4.3 is independently developed by the receiving party, without access to or use of such information; or
 - 15.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the receiving party, where possible, notifies the disclosing party at the earliest opportunity before making any disclosure.
- 15.5 This clause 15 shall survive the termination or expiry of our Agreement for a period of five years.
- 16. Monitoring compliance**
- 16.1 During the Term and for six months thereafter the Client shall maintain full and accurate records relating to Authorised Users', the Client's and Authorised Affiliates' use of the Software and the Professional Services under our Agreement. ASL may access and review Client's logs on use of the Software and Professional Services for the purpose of determining compliance with licence requirements.
- 16.2 The Client shall allow and procure for ASL (and any representatives of ASL) access to its premises and the premises of Authorised Affiliates to:
- 16.2.1 inspect use of the Software and the Professional Services; and
 - 16.2.2 audit (and take copies of) the relevant records of the Client and the Authorised Affiliates,
 - 16.2.3 in each case to the extent necessary to verify that the Client is in compliance with its obligations under our Agreement.
- 16.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 16.2 shall be undertaken:
- 16.3.1 during the Client's normal business hours on Business Days,
 - 16.3.2 subject to the provision by ASL of a minimum of five Business Days' notice; and
 - 16.3.3 not more than twice in any calendar year.

16.4 At ASL's request from time to time the Client shall promptly (and in any event within two Business Days of such request) provide ASL with copies of the records referred to in clause 16.1.

16.5 ASL may monitor, collect, store and use information on the use and performance of the Software and Professional Services (including Client Data) to detect threats or errors to the Software and Professional Services and/or ASL's operations and for the purposes of the further development and improvement of ASL's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

16.6 This clause 16 shall survive termination or expiry of our Agreement for a period of twelve months.

17. Relief

17.1 To the maximum extent permitted by law, ASL shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of our Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

18. Limitation of liability

18.1 The extent of each party's liability under or in connection with our Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 18.

18.2 Subject to clause 18.6, ASL's total aggregate liability in respect of the Software and Professional Services (howsoever arising under or in connection with our Agreement) shall not exceed the amount equal to the Fees for the relevant Software and Professional Services paid to ASL by the Client in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement.

18.3 Subject to clause 18.6, ASL's total aggregate liability howsoever arising under or in connection with our Agreement shall not exceed an amount equal to the Fees for all Services paid to ASL in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement.

18.4 Subject to clause 18.6, ASL will not be liable for consequential, indirect or special losses.

18.5 Subject to clause 18.6, ASL will not be liable for any of the following (whether direct or indirect):

18.5.1 loss of profit,

18.5.2 destruction, loss of use or corruption of data,

18.5.3 loss or corruption of software or systems,

- 18.5.4 loss or damage to equipment,
 - 18.5.5 loss of use,
 - 18.5.6 loss of production,
 - 18.5.7 loss of contract,
 - 18.5.8 loss of opportunity,
 - 18.5.9 loss of savings, discount or rebate (whether actual or anticipated); and/or
 - 18.5.10 harm to reputation or loss of goodwill.
- 18.6 Notwithstanding any other provision of our Agreement, ASL's liability will not be limited in any way in respect of any losses which cannot be excluded or limited by applicable law.
- 18.7 This clause 18 shall survive the termination or expiry of our Agreement.

19. Suspension

- 19.1 ASL may suspend the licence to the Software or suspend access to the Professional Services to all or some of the Authorised Users, Grant Applicants or Grant Reviewers if:
- 19.1.1 ASL suspects that there has been any misuse of the Software or Professional Services or breach of our Agreement; or
 - 19.1.2 the Client fails to pay any sums due to ASL by the due date for payment.
- 19.2 Where the reason for the suspension is suspected misuse of the Software or Professional Services or breach of our Agreement, without prejudice to its rights under clause 21, ASL will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 19.3 In relation to suspensions under clause 19.1.2, the licence to the Software and access to the Professional Services will be restored promptly after ASL receives payment in full and cleared funds.
- 19.4 Fees shall remain payable during any period of suspension notwithstanding that the Client, Authorised Affiliates or some or all of the Authorised Users, Grant Applicants or Grant Reviewers may not have access to the Professional Services.

20. Renewals

- 20.1 Unless the Order Form specifies there shall be no automatic renewals, and subject to clause 20.2, on expiry of the Term for each Software and Professional Services, the Term shall continue and automatically renew for a further period of twelve months (first Renewal Date) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a Renewal

Date) for a maximum period of three years. Renewal is automatic unless the Order Form specifies there shall be no automatic renewals and is subject to clause 20.2.

- 20.2 If either party wishes for the Term to expire on the next Renewal Date, it may cause the Software and Professional Services to expire on that Renewal Date by notice provided such notice is served at least 90 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 20.2, the Software and Professional Services shall renew at the next Renewal Date in accordance with clause 20.1.

21. Term and termination

- 21.1 Our Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Term after which it shall automatically expire.
- 21.2 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:
- 21.2.1 the other party commits a material breach of our Agreement, and such breach is not remediable.
 - 21.2.2 the other party commits a material breach of our Agreement which is not remedied within 30 Business Days of receiving written notice of such breach. or
 - 21.2.3 the Client has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 30 Business Days after the Client has received notification that the payment is overdue.
- 21.3 Any breach by the Client of the Restrictions of Use clause 9.3 or of clauses 3 *and* 10 shall be deemed a material breach of our Agreement which is not remediable.

22. Consequences of termination

- 22.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by ASL under our Agreement shall terminate and the Client shall (and shall procure that each Authorised User and Authorised Affiliate shall):
- 22.1.1 stop using the Professional Services and the ASL Provided Materials; and
 - 22.1.2 destroy and delete or, if requested by ASL, return any copies of the Documentation and ASL Provided Materials in its possession or control (or in the possession or control of any person acting on behalf of any of them).
- 22.2 Termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination.

23. Entire agreement

- 23.1 Our Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 23.2 Each party acknowledges that it has not entered into our Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in our Agreement.
- 23.3 Nothing in our Agreement shall limit or exclude any liability for fraud.

24. Notices

- 24.1 Any notice given by a party under our Agreement shall be:
- 24.1.1 in writing and in English,
 - 24.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 24.1.3 sent to the relevant party at the address set out in clause 24.3.
- 24.2 Notices may be given, and are deemed received:
- 24.2.1 by hand: on receipt of a signature at the time of delivery,
 - 24.2.2 by email: on receipt of an email from the correct address.
- 24.3 Notices shall be sent to:
- 24.3.1 in the case of those to ASL, to ASL for the attention of Don Kingston, Managing Director at:
Address: Ushers Court, 31-33 Ushers Quay, Dublin 8, D08 EE76.
Email: Don.Kingston@aimssoftware.ie
with a copy to: info@aimssoftware.ie
 - 24.3.2 in the case of those to the Client, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 24.4).
- 24.4 Any change to the contact details of a party as set out in clause 24.3 shall be notified to the other party in accordance with clause 24.1 and shall be effective:
- 24.4.1 on the date specified in the notice as being the date of such change; or
 - 24.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.

24.5 This clause does not apply to notices given in legal proceedings or arbitration.

25. Variation

25.1 No variation of our Agreement shall be valid or effective unless it is:

25.1.1 an update made in accordance with our Agreement; or

25.1.2 made in writing, refers to our Agreement and is duly signed or executed by, or on behalf of, each party.

26. Assignment and subcontracting

26.1 Except as expressly provided in our Agreement, ASL may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement.

26.2 Except as expressly permitted by our Agreement, the Client shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement (including the licence rights granted), in whole or in part, without ASL's prior written consent.

27. Set off

27.1 Each party shall pay all sums that it owes to the other party under our Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28. No partnership or agency

28.1 The parties are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

29. Severance

29.1 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

29.2 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30. Waiver

- 30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 30.2 No single or partial exercise of any right, power or remedy provided by law or under our Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 30.3 A waiver of any term, provision, condition or breach of our Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

31. Costs and expenses

- 31.1 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of our Agreement (and any documents referred to in it).

32. Third party rights

- 32.1 A person who is not a party to our Agreement shall not have any rights to enforce any of its provisions.

33. Anti-Corruption

- 33.1 Client shall ensure that it and each person referred to in clause 33(i) to 33(iii) does not, by any act or omission place ASL in breach of any Bribery Laws in connection with the provision of the Software or the Professional Services and this Agreement, ensure that it has in place adequate procedures to prevent any breach of this clause 33 and ensure that: (i) all of the Client's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Client, (ii) all others associated with the Client, and (iii) each person employed by or acting for or on behalf of those listed in sections 33(i) to (iii) involved in performing services or this Agreement so comply.

34. Authority

- 34.1 Each party represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in our Agreement and to perform its obligations under our Agreement.

35. Dispute resolution

- 35.1 Any dispute which may arise between the parties concerning this Agreement shall be determined as provided in this clause 35.

- 35.2 For the purpose of this clause 35, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 35.3 Unless this agreement has already been terminated by the date of the notice of dispute, ASL shall, in every case, continue with the Professional Services with all due diligence regardless of the nature of the dispute and the Client shall continue to make payments.
- 35.4 After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 35.4 shall be extendable by mutual agreement):
- 35.4.1 within two business days, a ASL senior representative and a Client senior representative shall hold a meeting to attempt to settle the dispute; and
- 35.4.2 if the senior representatives are unable to reach a settlement within seven Business Days from the date of service of the notice, designated senior management of each of the parties shall meet within the following thirty (30) business days to attempt to settle the dispute.

36. Governing law

- 36.1 Our Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.

37. Jurisdiction

- 37.1 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, our Agreement, its subject matter or formation (including non-contractual disputes or claims).

38. Definitions and Interpretation

In our Agreement:

Addendums

means each of the following:

- the addendum identifying certain respective rights and obligations of the parties in respect of personal data and privacy under our Agreement (as Updated from time to time), which as at Order Acceptance is the latest version available on request (the Data Protection Addendum); and
- the addendum identifying certain of the parties' respective rights and obligations in respect of security under our Agreement (as Updated from time to time), which as at Order Acceptance is the latest version available on request (the Information Security Fact Sheet;

Affiliate	means, any legal entity that, directly or indirectly, controls, is controlled by or is under common control with that party; control exists when an entity holds fifty percent (50%) or more of the voting rights of a second entity.;
AIMS	means the AIMS grant management software licenced to Client under this Agreement;
AIMS Licence Terms	means the terms set out in the clauses and other provisions of this document, as updated from time to time;
ASL	has the meaning given in the relevant Order Form;
ASL's Confidential Information	means all information (whether in oral, written or electronic form) relating to ASL's business which may reasonably be considered to be confidential in nature including information relating to ASL's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and Clients. All information relating to the Pricing Terms, the User Manual, the Description and any other technical or operational specifications or data relating to each Software and Professional Services shall be part of ASL's Confidential Information;
ASL Provided Materials	means all of the Materials provided or made available by or on behalf of ASL, but excluding all Client Data and all Non-ASL Materials;
ASL's Standard Pricing Terms	means ASL's standard pricing terms for each part of the Software and Professional Services, as amended by ASL from time to time;
Authorised Affiliates	means, in respect of the relevant Software and Professional Services, the Affiliates of the Client (if any) identified in the Order Form as Authorised Affiliates in respect of that Software and Professional Services;
Authorised Users	means, in respect of the relevant Software and Professional Services, the named users authorised by the Client to use that Software and Professional Services in accordance with the terms of our Agreement;
Bribery Laws	means the Criminal Justice (Corruption Offences) Act 2018 and all other applicable Irish laws, legislation, statutory instruments and regulation in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction.
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in Ireland;
Confidential Information	Means information which is by its nature confidential or is designated as such by a party (whether in writing or orally), for example, trade secrets, software code, processes, client lists and so on.
Client	has the meaning given in the relevant Order Form;

Client Data	means all data (in any form) that is provided to ASL or uploaded or hosted on any part of any Software and Professional Services by the Client or by any Authorised User (but excluding Feedback);
Client Systems	means all software and systems used by or on behalf of the Client, the Client's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Software or Professional Services or that the Software or Professional Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
Data Protection Losses	has the meaning given to that term in the Data Protection Addendum;
Documentation	means: • the description of the relevant Software and Professional Services (as Updated from time to time), which as at signature of the Order Form is the latest version available on request (the Description), • in respect of each Software and Professional Services, the relevant instructions as to how to use that part of the Software or Professional Services made available by ASL on request (as Updated from time to time) (the User Manual);
Feedback	means suggestions, modifications, resolutions and error corrections, comments, ideas, and all other types of information, which (a) are communicated directly or indirectly by Client to ASL; and (b) relate to the Software, the Professional Services and/or their components.
Fees	means the Licence Fees and Professional Services Fees together with any other amounts payable to ASL under our Agreement;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;
Grant Applicants	means the applicants for a grant where the Client is administering the grant application and award process;
Grant Reviewers	means the external reviewers of the grant applications that the Client is administering that are not Authorised Users;

Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: • whether registered or not, • including any applications to protect or register such rights, • including all renewals and extensions of such rights or applications, • whether vested, contingent or future, and • wherever existing,
Licence Fees	means, in respect of Software, the fees payable by the Client in consideration of the licence of that Software as set out in the Pricing Terms;
Materials	means all applications, services, data, information, content, Intellectual Property Rights, websites, software, scripts, libraries, artefacts, file formats and other materials provided by or on behalf of ASL in connection with Software and the Professional Services, but excluding all Client Data;
Non-ASL Materials	means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Client and the relevant third party (including such Non-ASL Materials which may be linked to, interact with or used by the Software or Professional Services) and all other Materials expressly identified as Non-ASL Materials in our Agreement;
Open Source Software	means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of our Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of our Agreement;
Order Acceptance	means the effective date of the relevant Order Form;
Order Form	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Software and Professional Services entered into by or on behalf of the Client and ASL, incorporating these AIMS Licence Terms and our Agreement (and as varied by the parties by agreement in writing from time to time);
Permitted Downtime	means such Permitted Downtime as will be set out in the applicable Support Terms.

Release	means an upgrade to the Software from the last version made available by ASL to a new version number.
Permitted Purpose	means use solely for the Client's internal business operations and, in respect of each Software and Professional Services, also for the internal business of operations of the Authorised Affiliates identified in respect of that Software and Professional Services on the Order Form, in each case in accordance with the applicable Documentation and our Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law: • copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Software and Professional Services or Documentation; • combining, merging or otherwise permitting any Software and Professional Services (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); • attempting to reverse engineer, observe, study or test the functioning of or decompile the Software or the Professional Services (or any part), or • permitting any use of any Software and Professional Services or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Software and Professional Services or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose)); except as expressly permitted under our Agreement.
Pricing Terms	means the details of pricing and fees in respect of each part of the Software and Professional Services, as initially provided under the Order Form or, in respect of any part of the Software or Professional Services for which prices are not expressly agreed, on ASL's Standard Pricing Terms;
Professional Services	means the professional services provided by ASL to the Client as described in the Order Form;
Protected Data	has the meaning given in the Data Protection Addendum;

Purchased Authorised User Accounts	means, in respect of each Software and Professional Services, the number of Authorised Users who may use that Software and Professional Services as set out in the Order Form;
Relief Event	means: • any breach of our Agreement by the Client; or • any Force Majeure;
Renewal Date	has the meaning given in clause 20.1;
Term	means (subject to clauses xxx and 21) in respect of each Software and Professional Services, the duration during which the Software licence is granted (excluding perpetual licences) or services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
Software	means ASL's proprietary "AIMS" software in machine-readable object code form only as described in [Schedule XXX], and its related documentation, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Client under this Agreement and any additional modules of "AIMS" which may be purchased by the Client by agreement in writing with ASL from time to time. The definition includes any interface, applications, libraries, APIs or similar software products and their documentation provided with "AIMS" whether for enabling the interoperability between the Software and Client Systems or otherwise.
Software and Professional Services	means the Software and each service to which the Client has subscribed as set out in the Order Form (and Software and Professional Services shall refer to the Software and each respective service separately);
Support Terms	means the Support Terms as described in the Order Form.
Territory	means, in respect of the relevant Software and Professional Services, the territories identified in the Order Form except to the extent it is illegal (including as a result of any embargo) under the laws of the <i>United States, any member of the European Union or the United Kingdom</i> (as binding on any person) for the Software and Professional Services to be provided to or received within such territories from time to time;
Update	has the meaning given in clause 6.2, and Updated shall be construed accordingly,
Update Notification	has the meaning given in clause 6.1;
VAT	means Irish value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside Ireland.

Schedule 2 – Data Protection Addendum (DPA)

Purpose

This Data Processing Addendum forms part of the Agreement entered into by and between Client and ASL. The purpose of this DPA is to reflect the parties' agreement with regard to the processing of Personal Data in the course of the provision of or Professional Services in accordance with the requirements of Data Protection Laws.

Definitions

Agreement	the Agreement between Client and ASL to which this Addendum is appended.
Controller	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
Data Protection Laws	any data protection laws applicable to processing of Personal Data contemplated by this agreement including, without limitation, in particular the European Union General Data Protection Regulation (“ GDPR ”) or the European Union Directive on Privacy and Electronic Communications (“ E-Privacy Directive ”) and any related decisions or guidelines and subsequent legislation of a similar nature, and all privacy, security, and data protection laws, rules, and regulations of any applicable jurisdiction including any jurisdiction in which the or Professional Services are being provided or the Personal Data is being processed and any jurisdiction from which ASL or any Sub-processor provides any of the Software or Professional Services or from which Client provides Client's products or services.
Data Subject	an identified or identifiable natural person about whom the Personal Data relates.
EEA	the European Economic Area.
Personal Data Breach	means any breach of security leading to the accidental or un-lawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;
Personal Data	Client Data that is “personal data” as such term is understood under the GDPR.
Processing and process	has the meaning given to that term in the GDPR.
Processor	means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;
ASL Personnel	employees, agents and independent contractors of ASL or of a ASL Affiliate.

SCC Agreement	the standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU.
Sub-processor	a natural or legal person appointed by ASL to assist with ASL's processing of Personal Data on behalf of the Controller

Note: Capitalised Terms not defined in the DPA are as defined in the Agreement.

1. Controller and Processor

- 1.1 The Client is the controller of all Client Data that is Personal Data and ASL acts as a processor of Personal Data.

2. Details of the processing contemplated under the DPA

- 2.1 The details of the processing contemplated under this DPA are described in the Order Form.
- 2.2 Either party may provide notice of change to the description of the Personal Data to be processed, where an update is required due to changes to the Software or the Professional Services or changes required due to applicable Data Protection Laws, including their interpretation. ASL may provide notice of change to the DPA, where an update is required due to changes to the Software or the Professional Services or changes required due to applicable Data Protection Laws, including their interpretation. Such updates will apply 30 days from the date of the notice.

3. Processing personal data

ASL's obligations as Data Processor

- 3.1 As the processor with respect to Personal Data, ASL acknowledges and agrees that:
- 3.1.1 ASL must, and shall procure that its Sub-processors shall, process Personal Data only for the purposes of fulfilling its obligations under this Agreement and in accordance with relevant documented instructions from Client (unless required to do so by a Union or member state law to which ASL is subject; in such a case ASL shall inform Client of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest). Client agrees to provide ASL with documented instructions relating to Personal Data under the Agreement.
- 3.1.2 ASL agrees to make reasonable efforts to assist Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to ASL.
- 3.1.3 ASL will not disclose any Personal Data to a third party, except at Client's specific request or where obliged to do so under any statutory or other legal requirement (in

which case ASL will use reasonable endeavours to advise Client in advance of such disclosure and in any event immediately thereafter); and

- 3.1.4 ASL or its Sub-processors will only transfer Personal Data outside the European Economic Area (“EEA”), under the terms of section “Transfers of Personal Data Outside the EEA” (below).

4. Client’s obligations as controller

- 4.1 In addition to Client’s other responsibilities set out elsewhere in the Agreement, Client also acknowledges and agrees that:

- 4.1.1 Client has and will continue to abide by an appropriate privacy notice relating to the collection and use of Personal Data.

- 4.1.2 Client shall comply with:

- (a) all Data Protection Laws in connection with the processing of Personal Data and in the exercise and performance of Client’s respective rights and obligations under this Agreement; and
 - (b) the terms of this Data Processing Addendum and the Agreement.

- 4.1.3 Client states that:

- (a) all data sourced by Client for use in connection with the Software and the Professional Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include Client providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws; and

- 4.1.3.1 all instructions given by it to ASL in respect of Personal Data shall at all times be in accordance with Data Protection Laws.

- 4.1.4 Client shall not withhold, delay or condition Client’s agreement to any change to this Agreement requested by ASL in order to ensure ASL (and each Sub-processor) can comply with Data Protection Laws.

5. Security measures

- 5.1 Each party agrees to take appropriate, and industry standard, technical and organizational measures against unauthorized or unlawful access or processing of Personal Data in connection with this Data Processing Addendum and the Agreement or its accidental loss, destruction or damage. ASL agrees to apply the measures described in the ASL Information Security Fact Sheet, which may be updated from time to time.

- 5.2 ASL shall, and shall procure that its Sub-processors shall, take all reasonable steps to ensure that Personal Data processed in connection with this Data Processing Addendum and the

Agreement is processed in compliance with the obligations under Article 32 of the GDPR relating to security of processing.

6. Personal Data Breach Notifications

6.1 ASL will promptly notify Client of any known or reasonably suspected breach of security leading to a Personal Data Breach.

6.2 In respect of any Personal Data Breach, ASL shall:

6.2.1 notify the Client of the Personal Data Breach without undue delay (but in no event later than 48 hours after becoming aware of the Personal Data Breach); and

6.2.2 provide the Client without undue delay (wherever possible, no later than 48 hours after becoming aware of the Personal Data Breach) with such details as the Client reasonably requires regarding:

6.2.2.1 the nature of the Personal Data Breach (including, the categories and approximate numbers of data subjects and Personal Data records concerned),

6.2.2.2 any investigations into such Personal Data Breach,

6.2.3 the likely consequences of the Personal Data Breach; and

6.2.4 any measures taken, or that ASL recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if ASL cannot provide all these details within the timeframes set out in this section 6.2, it shall (before the end of such timeframes) provide the Client with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give the Client regular updates on these matters.

6.3 If a Personal Data Breach occurs ASL shall:

6.3.1 take such steps and do all acts and things as the Client requires in order to mitigate the effects of the Personal Data Breach, and

6.3.2 restore to the last available backup any Client Data that has been lost, damaged or destroyed by the Personal Data Breach.

7. Audits

ASL will make available to Client all information necessary to demonstrate compliance with the data processing obligations laid down in this DPA including by allowing for and contributing to reasonable audits to determine ASL's compliance with its obligations under this DPA. These audits (of frequency of no more than once per year, except where there is reason to suspect a breach of the obligations may have occurred) may be conducted by Client, auditors mandated by Client, or public authorities in competent jurisdictions, subject

to Client and Client's auditors (if relevant) undertaking reasonable and appropriate confidentiality obligations.

8. Confidentiality

ASL shall, and shall procure that its Sub-processors shall, ensure that any persons to whom ASL discloses Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality with respect to the Personal Data.

9. Transfer of personal data to third party providers

9.1 Sub-processors appointed by ASL:

9.1.1 The Professional Services may include an element of hosting. As such, ASL uses third party providers to provide certain services, including hosting. A list of these third-party providers is available in the Order Form] ("**Details of Sub-processors**").

9.1.2 These Sub-processors will have access to certain data, including relevant Personal Data, however such Sub-processors are only permitted to process data, for the purposes of providing their specifically contracted services to ASL.

9.1.3 ASL will use commercially reasonable efforts to ensure that such Sub-processors utilise reasonable industry recognized security measures to protect against loss, misuse and unauthorized viewing of the information Client provides to ASL.

9.2 Third Party Providers Appointed by Client:

9.2.1 Client may elect to subscribe to third party services that may integrate with the Software and the Professional Services ("**Third Party Solutions**").

9.2.2 Where Client chooses to integrate with a Third-Party Solution, this may entail providing ASL with access to Personal Data held by such Third-Party Solution and may require the providers of such Third-Party Solution to have access to Personal Data. Client must notify ASL and put in place a written contract between Client and ASL as required under Article 28 GDPR relating to any extra categories of Personal Data that ASL will process on behalf of Client due to such integration. Client shall not send any personal data to ASL unnecessarily.

9.3 With regard to Third Party Solution, Client acknowledges and agrees that:

9.3.1 ASL has no contractual relationship with such third parties, and no responsibility for Personal Data once such a transfer commences, nor for the duration such third party holds the relevant data. ASL does not audit the adequacy or otherwise confirm the security or organizational measures employed by such third parties, which is Client's sole responsibility.

9.3.2 Client is responsible for ensuring that Client's and ASL's use of the Software and the Professional Services and integration with a Third-Party Solution complies with any

service terms of the applicable Third-Party Solution. ASL is not required to maintain Personal Data collected in breach of any relevant data protection or other applicable laws.

- 9.3.3 Client is responsible for obtaining consent from its Authorised Users, Grant Applicants and Grant Reviewers or the use and deployment of all Third-Party Solutions or Client Data subject to the E-Privacy Directive that will process data regulated by the E-Privacy Directive on the Software and Professional Services.
- 9.4 ASL makes no representations as to the appropriateness or legality of Client's choice to permit such third parties to have access to its Personal Data, and Client is responsible for ensuring that it has all requisite consents and has provided any required notices to data subjects with respect to this processing of their data. ASL is not responsible for the processing of Personal Data by Third Party Solutions.
- 9.5 ASL hereby disclaims all responsibility for the actions of such third parties or for loss, damages and claims arising as a result of deploying integration code facilitating transfers of personal data or making a transfer of personal data on client's behalf. ASL makes no representations or warranties as to the suitability of such third party for receipt of personal data nor of the suitability of the third-party solutions to process personal data.

10. Processing of personal data by Sub-Processors

- 10.1 ASL may only authorise a Sub-processor to process Personal Data provided that ASL has entered into a written agreement with such Sub-processor on terms which are substantially the same as those set out in this DPA. Where a Sub-processor fails to fulfil its data protection obligations, ASL shall remain liable to Client for the performance of the data protection obligations of the relevant Sub-processor.
- 10.2 Client provides a general authorisation to ASL to engage the Sub-processors as are appointed on the date this DPA comes into force.
- 10.3 ASL will with thirty (30) days' notice inform Client of any intended change in the Sub-processors that will process Personal Data under this agreement and Client shall be entitled to make any objections thereto. If no objections have been received within ten (10) days, the proposed Sub-processor shall be deemed accepted. If Client does not agree to the Sub-processor, the parties shall attempt to settle the disagreement and if the parties cannot agree on the use of a Sub-processor, ASL may terminate this agreement by providing written notice, such termination to take effect on the later of (i) the date on which ASL will commence using the services of the relevant Sub-processor in relation to the Professional Services provided to Client or (ii) one (1) month after the date of Client's written notice.

11. Transfers of end user personal data outside of the EEA

- 11.1 Personal Data may be transferred or stored outside the country where the Client is located in order to carry out the Professional Services and our other obligations under the Agreement.

- 11.2 Other than with respect to the transfer of Personal Data to Sub-processors listed in the **Details of Sub-processors where such Sub-processors are listed as being located outside the EEA**, ASL will only transfer Personal Data outside the EEA on Client's specific request. Examples of why Client may make such a request are transfers of such data to Client or Client's affiliates, where Client or Client Affiliate is based outside the EEA; a transfer to a third party outside of the EEA for further processing of the data; a specific request by Client that ASL uses a third party hosting provider or where Client opts to integrate with a Third Party Solution outside of the EEA.
- 11.3 Where Client opts to send Personal Data to Third Party Solutions via integration or plug-in, Client agrees that providers of third-party services are not Sub-processors of ASL for data protection purposes and such providers are Client's directly contracted data processors acting under Client's instructions.
- 11.4 In making a request for ASL to transfer Personal Data, subject to GDPR and related privacy regulations outside of the EEA, Client confirms that there is "an adequate level of protection" in place for such transfer as such term is understood under GDPR.
- 11.5 Client will indemnify and hold harmless ASL, its subsidiaries and affiliates (and their respective employees, directors, officers, shareholders, attorneys, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees and costs) from any claim, action, audit, investigation, regulatory action, inquiry or other proceeding that arises out of or relates to use of Personal Data by Third Party Solutions, or other transferees, or Client's failure to comply with any applicable laws and regulations in connection with the transfer of the Personal Data outside the EEA including any applicable data protection legislation or that arises out of or relates to any subsequent use of the Personal Data by the relevant transferee. This indemnification obligation set forth herein shall survive the termination of the Agreement.
- 11.6 ASL agrees to enter into a SCC Agreement with Client where reasonably required to ensure an "adequate level of protection" is in place for the transfer of such Personal Data outside the EEA.
- 11.7 The parties agree to cooperate where, due to changes in law or practice, an alternate data transfer mechanism is required to be put into operation to ensure an "adequate level of protection" is in place for transfer of data outside the EEA under GDPR.
- 11.8 Client notes that the SCC Agreement is expected to be updated by the European Commission in early 2021 (the New SCC Agreement). The Client will have an opportunity to convey to ASL any concerns with respect to the terms of the New SCC Agreement for a period of one month following the publication of the final form of the New SCC Agreement. After that period has elapsed, any SCC Agreement entered into by the parties will be deemed to be replaced by the New SCC Agreement and all references to the SCC Agreement in this Agreement shall from that date refer to the New SCC Agreement.

11.9 Further to the above, Client agrees to cooperate with ASL where reasonable Supplementary Measures are required to be implemented to ensure compliance with the EU level of protection of Personal Data including in respect of additional data processing terms in Client contracts.

11.10 In the event that the United Kingdom is not deemed to provide an “adequate level of protection” for the protection of personal data as such term is understood under the GDPR and the transition period for transfers of personal data between EU and UK has expired, the SCC Agreement (or, by agreement of the parties, any subsequent applicable data transfer mechanism agreed between the UK and EU) shall apply to any transfers of personal data to or from the United Kingdom during the term of the Agreement and ASL agrees to be bound by the SCC Agreement in full in such circumstances in order to ensure the lawful transfer of personal data between the United Kingdom and the EEA.

12. Subject access requests

12.1 ASL will promptly assist Client with all notices, requests or other enquiries relating to the data protection rights which may be received by Client or ASL, at Client’s reasonable expense.

12.2 ASL will not respond to any subject access request without the Client’s prior written approval unless required to do so by law or direction of a relevant regulator.

13. Return or deletion of personal data

13.1 Immediately on termination or expiry of this Agreement, or otherwise on Client’s request, ASL must and shall procure that its Sub-processors shall:

13.1.1 return all Personal Data to Client; or

13.1.2 delete all the Personal Data, in a manner agreed to by Client,

at Client’s election, unless a law binding on ASL or its Sub-processors prevents it from doing as requested or unless otherwise agreed in the Agreement (for example, where the Client has requested ASL continue to store Personal Data in order to ensure compliance with a legal obligation). If Client has not made their election within 30 days of termination of the Agreement, ASL shall delete the Personal Data.

14. Obligations independent of other provisions

14.1 The obligations contained in this DPA are without prejudice to ASL's other obligations under this Agreement and apply notwithstanding any permitted use or disclosure of confidential information in this Agreement.

15. Costs

15.1 Subject to sections 15.2 and 15.3, the costs of ASL and its Sub-processors to comply with their respective obligations as data processors under Data Protection Laws applicable in a

specific jurisdiction shall be borne by ASL and its Sub-processors to the extent compliance with such obligations is necessary for ASL and/or its Sub-processors' compliance with applicable Data Protection Laws in their role as data processors in the jurisdiction.

- 15.2 Notwithstanding section 15.1, if Client request ASL to take on compliance activities which go beyond the activities that ASL is required to do as a processor under applicable Data Protection Laws, ASL shall be entitled to its reasonable costs and the above shall be notified to ASL and agreed pursuant to a further Order Form.
- 15.3 Should changes to applicable Data Protection Laws, including the interpretation thereof, entail increased costs for ASL or its Sub-processors, ASL may, subject to providing written notice Client, increase the rates charged to Client to reflect the increased costs. The increase to Client should be fair and reasonable and should be proportional to what other similar Clients are being asked to pay.

16. Warranty and ASL liability

- 16.1 By using the Professional Services to process Personal Data, Client states, that Client's collection and processing of Personal Data does not breach the rights of any person or entity, including rights of publicity, privacy or under applicable Data Protection Laws, that Client is entitled to transfer the relevant Personal Data to ASL, and that ASL is entitled to transfer Personal Data to its Sub-processors and all Third Party Solutions so that they each respectively may lawfully use, process and transfer such Personal Data in accordance with this DPA and the Agreement.
- 16.2 The liability of ASL relating to Personal Data processed in connection with the Professional Services is limited to direct losses related to:
 - 16.2.1 any breach by ASL of any of its Personal Data obligations under this DPA; or
 - 16.2.2 ASL (or any person acting on its behalf) acting outside or contrary to the lawful processing Instructions of the Client in respect of the processing of Personal Data.
- 16.3 Any claims brought under or in connection with this DPA shall be subject to the Agreement, including but not limited to, the exclusions and limitations of liability set forth in the Agreement.

17. Interpretation

- 17.1 The parties agree that this DPA shall replace any existing data protection terms the parties may have previously entered into in connection with the Professional Services relating to Personal Data.
- 17.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

Schedule 3 – Service Level Agreement (SLA)

1. Scope

This Service Level Agreement (SLA) covers the resolution of defects identified in the AIMS product code. It includes the resolution of defects within the configured solution, where configuration has been completed by AIMS Software Ltd. (ASL) in accordance with agreed requirements. It also includes the support of new or enhanced functionality that ASL may release from time to time, at its sole discretion.

The SLA excludes maintenance and support for any custom code developed specifically for the Client. It also excludes configuration work carried out by the Client or any third party other than ASL. Investigation or advice related to the use of the configured solution is excluded where the configuration has passed user acceptance testing and functions in accordance with the agreed requirements.

2. SLA Support Days

From the start of the support period following go-live, the SLA includes two (2) days of chargeable support annually for general assistance – such as configuration clarification, guidance, or ad-hoc advice – but this excludes formal change requests. These two days are included as part of the Client's annual support and subscription package and renew annually with it.

After the first annual renewal, an additional one (1) day will be provided to support a health check and account review.

- 2.1 **Enhanced support packages** are also available, allowing clients to purchase pre-paid support days at discounted rates. These packages offer added flexibility and cost-efficiency for clients anticipating regular assistance needs beyond the base SLA provision. See 'AIMS Professional Services' section.

3. Service support hours and outside support hours

3.1 Contractor service desk:

Incident reports are logged on the AIMS ticket tracker system: <https://support.quest.ie>

Contractor Service desk email: aimssupport@aimssoftware.ie

Emergency number: +353 1 6799933.

Note: this emergency number is only intended for reporting disruptions to the availability of AIMS outside service support hours.

3.2 Office support hours:

ASL service desk provides service support to the Client on weekdays during normal business hours 08:00-17:00 GMT (09:00-18:00 CET).

Support from ASL is excluded on the following public holidays:

- New Year's Day (January 1)
- Good Friday
- Easter Monday
- Christmas Day (December 25)
- Boxing Day/Saint Stephen's Day (December 26).

3.3 Outside office support hours:

Support is available by telephone via the emergency number for AIMS availability failure notification.

4. Performance

4.1 Availability

The AIMS application will be generally available 99.95% of the time, excluding scheduled downtime for system maintenance.

4.2 Protective monitoring

Proactive monitoring and recording of servers, applications and websites, network uptime.

- Database monitoring – using cloud monitoring and management services.
- Server monitoring – using cloud monitoring to query metrics and manage alarms.

4.3 Performance reporting

Regular reporting of uptime and average response time will be provided as part of service management report and meeting.

- All servers and services are monitored internally for availability, responsiveness and capacity management with thresholds and alerts to allow for performance monitoring and problem maintenance.
- All URLs are monitored externally for responsiveness with 1000 milliseconds or less as an average response time. This performance will apply to core product screens, such as the task list or inbox. AIMS is highly configurable, and some pages or forms may have different response times due to the complexity of Client configuration and the degree of logic on the page.

5. Service Window

The period within which a specific support service is offered. The service window is for planned system downtime and may require support from the Client AIMS team. Service Windows are for Production systems only and not for test or other support systems. The following Service Windows are defined in this SLA:

Name	Description
Service window 1	Business day: 08:00 - 17:00 GMT (09:00 - 18:00 CET)
Service window 2	Business day: 17:00 - 08:00 GMT (18:00 - 09:00 CET)
Service window 3	Weekend and public holidays: 00:00 - 24:00 GMT (00:00 - 24:00 CET)

ASL always prefers to manage any planned downtime for maintenance in Service Window 1.

Overtime rates apply to Service Windows 2 and 3 for change requests or releases.

ASL will normally do OS and other 3rd party patching during Service Windows 2 or 3 at no charge.

6. Maintenance window

Product fixes address the errors and faults within AIMS software that could impact various parts of your solution, including the design, logic, or code. These are not chargeable.

Changes means incorporating new functionality and technology into your AIMS solution. It also includes any requested changes to configuration or data.

Maintenance of AIMS is possible at the following times:

Description	Times
- Product fixes - Changes	Service window 1 This is for patches or releases where downtime in Service Window 1 is agreed in advance with the Client.
Maintenance infrastructure, backup and maintenance applications, patch releases Planned maintenance hosting	Service window 2 This is for scheduled and regular and planned maintenance tasks.

- Planned preventative maintenance software - Product fixes - Changes	After consultation and approval by the Client, product fixes outside of Service Window 1 can be applied. This may incur additional charges. Also, changes outside of Service Window 1, after consultation and approval by the Client. This may incur additional charges.
Releases Changes	Service window 3 After consultation with and approval of the Client. Service Windows 2 and 3 are available for releases. This may incur additional charges.
Emergency maintenance - Emergency maintenance software - Emergency maintenance hosting	Service Window 1, 2 or 3 if required. Generally, after consultation with and approval of the Client. There may be an issue identified as a high risk requiring an immediate change. The Client will be notified of any changes made.

Contractor strives to minimise the noticeable impact on user service during preventive maintenance work on the AIMS system environment. However, AIMS may temporarily become partially or completely unavailable to Registered Users. To prevent this as much as possible, the following measures are taken:

- Preventive maintenance carried out as much as possible during Service Window 2 or 3.
- Emergency maintenance work in Service Window 1 is kept to an absolute minimum.
- Maintenance work is combined as much as possible.

Contractor will announce the availability of releases, version upgrades of AIMS, when they are available to be scheduled.

All releases must go through AIMS product testing; releases will also undergo independent security and performance testing. The date when a release becomes available to Clients can move depending on the outcome of all product testing, until it is signed off.

We announce the release availability date only we reach this final sign off point. Once a release is announced as available, then we can start to plan and schedule with Clients in accordance with their timetable.

ASL will apply releases by agreement with individual Clients, to plan their specific upgrade path. Releases are not applied automatically. The time taken to apply a release varies from Client to Client with the amount of testing required, and the degree of branch or custom code that needs to be tested and re-integrated into the solution.

7. Incident Management

The aim of Incident Management is to resolve (imminent) faults which affect performance of the AIMS system environment as quickly as possible. ASL provides the Client with access to an online AIMS Ticket Tracker system for registering and prioritising incidents: <https://support.quest.ie>.

Incidents that are identified by Contractor in the context of monitoring are registered and immediately reported to the Client via the AIMS Ticket Tracker system which triggers email notification to be sent to the Client's system administrators.

7.1 Registration

The Client creates a ticket to register an incident with ASL Service desk. The Ticket Tracker system emails appropriate persons when a ticket is created. ASL uses this system to report the status and progress of incidents investigation to the Client.

In situations where registration is not possible via the AIMS Ticket Tracker system or if there is a serious escalation, support can be reached by emailing aimssupport@aimssoftware.ie

7.2 Set priority

The priority of an Incident is determined by the Client according to the schedule below. Priority adjustment can also be applied during fault recovery.

The Client shall reasonably self-diagnose each support issue and recommend to AIMS Support an appropriate priority level on the ticket they raise. AIMS Support will validate the Client's priority or notify the Client of a proposed change in the priority level with justification. In the event of a conflict regarding the priority each party will escalate the conflict to their management teams for resolution.

Priority	Description
1	- The incident has system-wide implications for performance and a direct influence on the activities within the Client. The activities cannot continue. There is no alternative solution that offers comparable capabilities and performance. - Priority 1 incidents are reported by ticket.

2	- The operation of AIMS has seriously deteriorated, or the main components of AIMS are not operational, and work cannot reasonably be continued. - The incident has a significant impact on the activities within the Client. An alternative solution is available, with or without limitations. - Priority 2 incidents are reported by ticket.
3	- Certain non-essential functions of AIMS are affected, while most major components of AIMS remain functional. - The incident has limited or no adverse impact on the activities within the Client. - Priority 3 incidents are reported per ticket.

7.3 Response times

Incidents are managed based on response time.

AIMS Software response commitment refers to the period from when a client logs the Production case in the AIMS Ticket Tracker system until AIMS Support responds to the Client and/or escalation within AIMS if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

Priority	Meaning	Response time	Resolution	Escalation time
1	High	Within two (2) normal working hours.	AIMS will work to resolve the problem until the service is returned to normal operation. Client will be notified of status changes via the Ticket Tracker.	Within three (3) normal working hours.
2	Average	Within four (4) normal working hours.	If the resolution requires a fix, AIMS will add the issue to its development queue for future update and suggest potential workaround until the problem is resolved in a future update. Client will be notified of status changes via the Ticket Tracker.	Within one (1) normal business day.
3	Low	Within twelve (12) normal working hours.	AIMS will respond to the request. Client will be notified of status changes via the Ticket Tracker.	Within one (1) normal business day.

8. Process

Process	Description	Result	Executive power
Report	Client raises a ticket using the AIMS Ticket Tracker system.	Report sent.	Client
Register & Classify	Client report is registered, and the incident is assessed.	Interpreted report.	Contractor
Investigate & initiate	The Client will be informed of the intended action to mediate or resolve the incident.	Solution determined and steps to resolve identified.	Contractor, third parties
Solve & Repair	The implementation of the solution is carried out according to the usual Contractor method.	Incident resolved.	Contractor, third parties
To block	The Client will be notified when the incident has been mediated or resolved and only after confirmation from the Client that the incident has been resolved in production will the report be closed.	Completed report.	Contractor

The Client must contact ASL immediately if the Service does not work properly, the Client is obliged to ensure that competent personnel are assigned to the function of reporting incidents when using online 'Ticket Tracker' system for registering and prioritising incidents. Client is responsible for ensuring sufficient knowledge is passed on to additional Client AIMS service desk personnel to enable them to perform Client service desk functions in relation to AIMS.

9. Escalation

The route for Clients who want to escalate an issue for resolution is:

1. Support manager
2. Account manager
3. AIMS management team

10. Errors

ASL will fix any bugs directly attributed to the AIMS product code for free. These fixes will generally be included as part of the ongoing AIMS roadmap and upgrade path.

If a problem raised on a ticket is identified as requiring a change request, ASL will change the ticket type to 'Enhancement'. This will be brought to the attention of the Client, and a quotation will be issued by Contractor.

11. Chargeable Support and Support Services

The Service Levels described in this Schedule apply solely to the investigation and resolution of defects in the standard, unmodified AIMS software.

Support requests that do not relate to a confirmed software defect, including but not limited to configuration advice, process guidance, data changes, reporting assistance, training, or "how-to" queries ("Chargeable Support"), are not included within the Service Levels.

Chargeable Support may be provided by AIMS as professional services, subject to an appropriate commercial arrangement being in place.

Where Chargeable Support is requested, such services may be delivered:

- (a) using any pre-paid Support Services or Support Credits specified in the applicable Order Form; or
- (b) under a separate work order or statement of work agreed between the parties.

The commercial terms applicable to Chargeable Support, including (where relevant) minimum charge units, pricing, caps, or allowances, shall be set out in the applicable Order Form or agreed work order.

Nothing in this Schedule obliges AIMS to provide Chargeable Support unless and until the relevant commercial terms have been agreed.

12. Change Requests

Functional and technical change requests for the existing environments are not part of the standard SLA. Change Requests can be raised on the AIMS Ticket Tracker system, and a quote will be provided for approval.

13. Access

Where the system is not hosted by AIMS Software, the Client will provide ASL, free of charge, all reasonably necessary facilities to carry out required tasks on site in a building in the Client area. It is a requirement that the Client notifies ASL of all physical locations where support is likely to be needed so that Contractor is familiar with the environments.

14. Upgrades

Contractor provides support for the current version of AIMS, plus the two previous versions.

Releases are applied in consultation with Clients, not automatically planned. ASL will notify Clients when a release becomes available, to plan that release in consultation.

The content of releases and the investment in the product that this represents is provided free to Clients. There is a cost for the effort to apply a release and support Clients through the process.

15. Custom code

Contractor will not automatically provide upgrades for custom software developments provided by ASL carried out on behalf of the Client. ASL reserves the right to charge for the effort or merging custom code into an upgraded solution. ASL reserves the right to charge for any tasks undertaken to test, modify and implement any changes to such custom software developments to ensure they work properly with subsequent releases of the AIMS solution.

16. Service termination and data return

Where the AIMS Application has been hosted by ASL, on service termination of the Agreement for any reason, the Client can submit written request for the return of Client Data no later than thirty (30) days after the effective date of the termination of the Agreement.

By 30 days after the effective termination date, ASL will destroy or otherwise dispose of any of the Client Data in its possession for security and privacy reasons.

ASL shall use reasonable commercial endeavours to deliver the data to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).

Clients can request and complete the Client Data 'End of Life' Authorisation form, indicating what they want to be done with their data. Where data export and return are required, the effort to prepare data in the appropriate format is chargeable.

ASL will then export data as required and delete all AIMS instances and back-ups of data, as per instructions. ASL will then complete the second half of the Authorisation form, signed and stamped, to certify that all data has been deleted. The Client shall pay all reasonable expenses incurred by ASL in returning or disposing of Client Data.

The service termination and data return are governed by our Client Decommissioning process which conforms to regulatory and legislative requirements as mandated by ISO 27001 standards.

17. Exclusions

These terms do not include:

- Issues that are an AIMS configuration, training, or system understanding problem. In this situation ASL reserves the right to charge all reasonable costs on a time and material basis incurred by the support call.
- On-site coverage.

The price does not include providing support for a defect, error or other problem resulting from changes to the software or its environment by anyone other than on behalf of ASL. If investigation shows that a reported problem is due to changes to the configuration of the software by the Client, ASL reserves the right to charge Client all reasonable costs based on time and materials at standard daily rates as set forth in the Order Form. ASL will endeavour to notify the Client of any charge on tickets as soon as it is identified.

ASL is not responsible to the Client for any loss caused by any failures or problems experienced by the Client as a result of, or relating to, any third-party software or hardware provided by the Client. ASL will charge for any time or effort spent diagnosing and resolving a problem related to a third-party product, not provided as part of the AIMS product offer.

For problems that appear to be something other than those directly attributable to the software in AIMS and the associated software used by ASL, ASL reserves the right to charge all reasonable costs based on time and materials resulting from the support call. This includes the time it takes to determine the reason for the problem.

18. Oracle Cloud Infrastructure

With respect to a Cloud Service for AIMS software for which the Availability Service Level Agreement applies, Oracle will use commercially reasonable efforts to have each AIMS Service available with a Monthly Uptime Percentage of at least 99.9% during any calendar month (the “Service Commitment”).

Reference article: <https://www.oracle.com/ie/cloud/sla/>

19. Contacts

Regarding the SLA, the primary and secondary contact persons for ASL are:

1. Support Manager support@aimssoftware.ie
2. Global Delivery Manager support@aimssoftware.ie

20. Enhanced support services

The purpose of our enhanced support packages is to allow our clients access to ensure timely, cost-effective assistance with AIMS configuration changes or issues, which may arise from time to time. Two pre-paid enhanced support packages are available to choose from.

- AIMS SLA Extra
- AIMS Managed Service

Either package can be requested using the AIMS support ticket tracker tool, and a quote will be provided.

21. AIMS SLA Extra

This is an enhanced support arrangement to work alongside your current AIMS Product SLA. It is suitable for occasional requests for assistance and change requests, to provide Clients with timely, cost-effective assistance with AIMS configuration issues, which may arise from time to time.

Your use of SLA extra days will be clearly documented in the AIMS ticket tracker tool. Under your SLA extra, chargeable work or change requests will be quoted on tickets raised, for Client approval. SLA extra plans available:

Name	Cost	Free days
5-day plan	Number of days x Current Business Analyst daily rate	0.5
10-day plan	Number of days x Current Business Analyst daily rate	1
15-day plan	Number of days x Current Business Analyst daily rate	1.5
20-day plan	Number of days x Current Business Analyst daily rate	2

A 10-day plan is in effect, 11 days for chargeable work.

22. AIMS Managed Service

This is an additional support arrangement for inclusion in your current AIMS Product SLA. The purpose of this Managed Services offer is to provide our clients with timely, cost-effective assistance for the regular administration of their system. Your AIMS support team will be effectively available 'on call'.

Managed Services are available either as an annual package, or for minimum six-month period. Days are reserved each month and will be used up in that month. They are not carried forward. Your managed service offer is an allocation of days per month to be used for routine system administration items (items requiring less 1 day of effort) that would otherwise be chargeable. The allocation will be reviewed every 6 months and adjusted as required to meet demand.

Your Managed Service package will be reviewed every 6 months and adjusted as required to meet demand. These days can be used for any excess with regards to monthly day allocation. These can also be replenished at any time with an additional quote.

Managed Service days will be quoted with a 10% discount on your current daily rate. SLA extra days can also be purchased and drawn down as required for more significant service items or change requests.

23. What enhanced support can be used for:

- Implementation services, to deliver new requirements
- Assisting Clients with new configuration and changes to existing configurations
- Day-to-day system administration tasks
- Maintenance and support on any customised code (which is an additional charge)
- Support of configuration work undertaken by Clients, or any other third party
- Releasing upgrades or data refreshes to both the live and support systems
- Coaching in setting up new schemes / forms etc.
- Advice and guidance on the best use of AIMS
- Training (end-user, basic and advanced system administration)
- Scheduling onsite days*

* Note: Any onsite days will have an additional charge to cover subsistence and travel costs.

24. How long are the days purchased valid for?

When aligned with your annual support renewal, enhanced support days are valid for the duration of your current support year. Otherwise, enhanced support days are valid for one year from the approval of the quote.

25. What happens to enhanced support days at the end of the support year?

If all the days are not used up before the end of the Product SLA, then they will not be carried through to the following year. If the remaining days have already been scheduled perhaps for time onsite or configuration work, and the scheduled dates are in the next support year, then the days will still be redeemable.

26. What happens if I use all my days up but still need assistance?

Once your enhanced support has run out, you can simply purchase additional days. Otherwise, additional time will either be quoted for and agreed in advance, or it will be charged on a Time and Materials basis as per current daily rate.

27. Reporting Options

AIMS Software will report on time used by ticket, periodically, or on request. Clients will have access to AIMS Ticket Tracker for additional information on individual tickets raised.

28. Terms

The terms of your AIMS Service Level Agreement will also apply to enhanced support.

29. Development Services

Our development team are continually working on functional products enhancements, as well as ensuring the existing system is kept up to date and secure. Some of that work will be paid for directly by Clients as a product enhancement for their needs. Other enhancements

are driven by market expectations and the need to maintain the product as a competitive solution.

Clients can fund the development of AIMS functionality or features. Any development assistance or services for less than 2 days effort can be included in enhanced support if there are days available. Any development effort for more than 2 days will be quoted for separately. The AIMS team will determine whether a development request can be considered for the product, or whether it will be a custom solution. Custom development

If a Client requirement is unique, development work can be fully funded by Clients for release as branched code. This does have several cost overheads. The annual support charge will increase by 22% of the value of the development work. The release of new AIMS versions can require additional effort to merge in branched code on the upgraded system.

Depending on the priority for delivery, a fully funded development can be scheduled and released to a Client as a custom enhancement, to be replaced with the product version when that is released as part of a future upgrade. Not all custom development will be replaced by future Product Releases.

30. Product development

Clients can contribute towards product enhancements they would like to see included in the AIMS roadmap. The greater the demand for features or enhancements, both in the GMS market and across our Client base, the higher the level of consideration those items will be given when planning the roadmap.

Research and development of new product features can be a lengthy process that happens in stages. There are also overheads in time and money for protecting the integrity of the product code. It often requires investigation and proof of concept before a detailed design specification is documented. At that point, we will have an estimate of the work required.

Enhancements or improvements to existing product functionality that can be fully specified and documented can be planned with a higher degree of confidence. There is always a risk to any agreed delivery schedule if there are unforeseen complexities.

31. Client-funded development process

Ensuring that Clients see value for money when investing in AIMS development involves a combination of strategic planning, effective communication, and delivering a solution that meets their needs. This is true for both custom and product. It involves careful consideration of various factors, especially when specific requirements and contributions from a client are involved.

For Clients, we recommend you consider the following:

- Define clear objectives: to understand the goals the Client aims to achieve and ensure that the requirement aligns with those objectives.

- User input and feedback: We suggest you involve key stakeholders and end-users from your organisation in the planning process, to gather their input and feedback, to ensure that the development will address their needs and is user-friendly.
- Training and Support: Plan for comprehensive training for end-users to ensure a smooth transition to the new system.
- Post-Implementation Review: Conduct a post-implementation review to assess the software's performance and gather feedback from users. This will help identify areas for improvement and inform future updates.

By carefully considering these factors, we can create a roadmap for the grant management software that meets the specific requirements of our clients while ensuring we continue to provide a successful and sustainable solution.

32. Consultancy services

Our team are deeply expert in configuring and using AIMS at all levels. We offer a range of professional services to help you get the most from your system. Our multi-layered experience of award giving processes allows you to deliver your programmes with precision.

33. Design consultancy

We design effective and efficient grant making solutions for you, using the AIMS platform. Provide an expert end to end review of your grant management processes and corporate governance. Review your existing processes and develop innovative ways to improve your specific workflows.

For existing Clients:

- We can review your existing AIMS configuration to ensure it stays a closely aligned your actual grant-making processes and requirements.
- We can advise on how to adapt to new features and functionality that comes with new releases.
- We can provide regular advice and guidance for Clients who choose to configure their AIMS system to support the full grant management lifecycle
- Conduct a system health check of your existing AIMS solution and evaluate your ideas to suggest areas of improvements.

34. Implementation consultancy

Our team is ready to help you put in place your grant management system. We use a blend of agile and waterfall methodologies. You can choose a full project implementation, a phased delivery, or you might want to pilot a scheme. Where we choose to use iterative prototyping, users see the solution evolve as we configure. You can also continually adapt and improve your solution after go-live.

Schedule 4 – Order Form template

This Order Form template is provided for illustrative purposes only and does not constitute an offer or binding agreement unless completed and executed by both parties.

Issue Date: [insert date of issue of Order Form to Client]

Please read this Order Form and the AIMS Terms and Conditions attached at Schedule 1 carefully before proceeding.

Our Agreement is comprised of this Order Form, the AIMS Terms and Conditions, the other schedules to this Order Form and the other documents incorporated by reference. By executing this Order Form, you accept our Agreement on behalf of the Client indicated in this Order Form as a legally binding contract with ASL. You represent and warrant that you have all necessary capacity and authority to enter into our Agreement on behalf of the Client as a legally binding contract with ASL in all applicable jurisdictions. If you do not have such capacity or authority or do not wish to accept this Agreement on behalf of the Client, please do not execute this Order Form.

1. Definitions and interpretation

1.1 Defined terms in this Order Form shall have the meaning given in the AIMS Terms and Conditions as applied by our Agreement and the rules of interpretation set out in the AIMS Terms and Conditions apply to this Order Form unless otherwise agreed. References to this Order Form include its schedules.

1.2 In this Order Form:

AIMS Terms and Conditions	means the AIMS Software Licence and related Professional Services Terms and Conditions attached at Schedule 1.
ASL	means AIMS Software Limited with company number 698571 and with registered office of Ushers Court, 31-33 Ushers Quay, Dublin 8, D08EE76, Ireland.
Client	has the meaning given in paragraph 0 of this Order Form.
Commencement Date	means [insert date of commencement of Services].
Special Terms	means any terms set out in paragraph 0 of this Order Form; and
Territory	means [insert territory where Software can be used].

2. Client details

Client	The legal person governed by public law <client full legal name and address> hereinafter referred to as '<client>';
Payment	PO Number: Accounts/Finance contact: Other details required for payment:

3. Software and Services

Software	Software Description	Tick, where applicable or insert "n/a".
AIMS	As described in the Service Definition and agreed in this Order Form.	√
Professional Services	Professional Service Description	Tick, where applicable or insert "n/a".
Support	As described in the Service Definition and agreed in this Order Form.	√
Hosting	As described in the Service Definition and agreed in this Order Form.	√ or N/A
Configuration and Implementation	As described in the Service Definition and agreed in this Order Form.	√ or N/A
Onboarding and Training	As described in the Service Definition and agreed in this Order Form.	√ or N/A
Termination Assistance	As described in the Service Definition and agreed in this Order Form.	√ or N/A

4. Fees:

Software	Fee
AIMS Term licence or Annual Subscription) – Term Licence is the AIMS instance licence only for a fixed term. Annual Subscription includes AIMS licences for Production and UAT environments, hosting, product support and maintenance	£[x] annual subscription, non-refundable, paid up front.
Jaspersoft licence for embedded dashboards and analytics	£[x] annual subscription, non-refundable, paid up front.
Maximum permitted Concurrent Users:	☐ <50 ☐ <100 ☐ <150 ☐ <200 ☐ <300 ☐ >300
Professional Services	Fee
Product Support and Maintenance	included as part of annual subscription
Hosting Services	included as part of annual subscription
Enhanced Support Services	£[x] annually in advance
Implementation	£[x] in accordance with agreed milestones
Training	£[x] in accordance with agreed milestones
Data migration	£[x] in accordance with agreed milestones
Standard Daily Rates for agreed Change Control	£[x], for Business Analyst /Developer/Tech System/DBA £[x], for Project Manager

All pricing is in Euro and is excluding VAT or any other taxes

- Payment terms for AIMS are 30 days from date of invoice.
- Licence costs are invoiced in advance, with first invoice on contract signature.
- Support and Hosting Service are invoiced annually in advance, with first invoice on contract signature.
- Onboarding costs will be invoiced according to agreed milestones.

5. Milestones

Item	Payment	Date	Milestone
1			Order form signed
2			Business Requirements Spec signed off
3			Training delivered
4			Data Migration signed off
5			Delivery to Live signed off

6. Timetable

Stage	Timetable		Key Deliverable
	Est. start	Est. completion	
Initiation			Planning Initiation Document
Discovery			Business Requirements Spec
Configuration			User Manual for UAT
Testing			UAT sign-off
Deployment			System go-live

Note: Timetable of the point of the order form is indicative and may change with initiation and discovery

7. Enhanced Support Services Allowance (if applicable)

The Customer may request additional chargeable Enhanced Support services that fall outside the scope of the Service Levels defined in Schedule 3 (Service Levels and Support)

Where agreed, the following allowance shall apply:

Support Services Allowance:

- ☐ No pre-agreed allowance
☐ Up to [] days of Enhanced Support per contract year

Chargeable Support will be applied in increments of not less than 0.25 days

Any usage in excess of the agreed allowance (if any) will be subject to a separate work order or invoiced in accordance with the Agreement.

8. Special Terms

These Special Terms shall vary and prevail over any conflicting terms in any other part of our Agreement, including any other part of this Order Form:

9. Support Contacts**Client**

Client Service Desk number: [insert]

Client primary contact for support issues:

Contact: [insert Client contact name]

E-mail: [insert Client email address]

Phone: [insert Client contact phone number]

Mailing address: [insert Client mail address]

Emergency contact outside office hours: [insert Client contact name] + [insert Client phone number]

ASL:

Contact: [ASL Service Delivery Lead]

E-mail: [insert]

Phone: [insert]

Mailing address: AIMS Software Ltd., Ushers Court, 31-33 Ushers Quay, Dublin 8, D08 EE76, Ireland.

10. Details of Data Processing

- 9.1 Description of Client's activities relating to the processing: Verification of applicant credentials, assessment as competitive applications for funding, decisions and grant award monitoring.

- 9.2 The subject matter of the processing is: Grant application, assessment and award management.
- 9.3 The duration of the processing is the duration of the Agreement [and up to [30 days] after termination of the Agreement].
- 9.4 Nature and purpose of the processing is: Grant application, assessment and award management on the AIMS service
- 9.5 The type of Personal Data is: [insert description].
- 9.6 The categories of Data Subjects are Grant applicants, Reviewers and Authorised Users.
- 9.7 The obligations and rights of the data controller are as further detailed in the DPA.

11. Details of Sub-processors

Sub-processors are listed in the DPA or as otherwise notified in accordance with the Terms.

Name of Sub-processor	Purpose	Location	Transfer Mechanism for Ex-EEA Transfer
Oracle Cloud Infrastructure	Hosting	EU and UK	N/A
Quest Computing Limited	Hosting services	Ireland	N/A

12. Notices

The Client contact information for notifications are as follows:

Contact Name: [INSERT NAME]

Title: [INSERT TITLE]

Address: [INSERT ADDRESS]

Email: [INSERT EMAIL ADDRESS]

THIS OFFER FOR THE LICENCE AND PROVISION OF SERVICES EXPIRES 30 DAYS FROM THE DATE OF ISSUE UNLESS PRIOR ACCEPTANCE HAS BEEN INDICATED BY SIGNATURE AND RETURN OF THIS DOCUMENT TO ASL.

Signed by [INSERT NAME]

for and on behalf of [Client]

Date of signature:

Signed by [INSERT NAME]

for and on behalf of AIMS Software Limited

Date of signature:

Schedule 5 – System specifications

Purpose of this Schedule

Specific volume requirements, notes and changes to the standard specification, will be added to the Special Terms in the Order Form.

1. Key technical variables

Additional components that can impact on the size, resources and costs of the solution

- **Multiple support environments** – in addition to Production and UAT (Training, Acceptance, Support, Reporting, DR)
- **Analytics** – use of embedded analytics may require additional resources; third party analytics may require a synced reporting environment
- **Backups** – standard RPO/RTO is 24hr/24hr, shorter times will be additional cost
- **Hosting location** – choice of hosting entirely in EU or UK
- **Integrations** – SSO, API configuration, direct and custom integrations

2. Client sizing – determined by

Client size	Foundation		Standard		Enterprise	
Concurrent user	50	100	150	200	300	300+
Apps per year	<500	<1000	<1500	<2000	<3000	>3000
Average attachment size	10mb	10mb	10mb	10mb	10mb	10mb
Server size						
Linux APP – 1 OCPU (2 vCPU), 16 GB mem, 500GB Disk	x	x				
Linux APP – 12 OCPU (4 vCPU), 32 GB mem, 500GB Disk			x			
Linux APP – 3 OCPU (6 vCPU), 48 GB mem, 750GB Disk				x	x	
Linux APP – 4 OCPU (8 vCPU), 64 GB mem, 1TB Disk						x

3. Scaling Costs

Additional Storage – if storage exceeds the base allocation, additional space is charged at approx. £100 per 100GB/month, including mirrored backup.

Concurrent Usage Scaling – if concurrent user demand consistently exceeds the resource limits for the current tier, we will recommend moving to the next hosting tier for optimal performance and system resilience.

Schedule 6 – SLA Summary (Non-Contractual)

Status of this Schedule

This Schedule is provided for information only and does not form part of the contractual Service Levels. In the event of any inconsistency or conflict, **Schedule 3 (Service Levels and Support)** shall prevail.

1. Purpose

This summary is intended to help customers understand how the Service Levels operate in practice and how they align with common public-sector expectations. It does not amend or replace the binding SLA.

2. What is covered by the SLA

The SLA focuses on:

- Availability of the AIMS Grant Management System
- Incident classification and response targets
- Investigation and resolution of confirmed software defects
- Planned maintenance arrangements

The SLA does **not** cover advisory services, configuration changes, data changes, reporting assistance, training, or other professional services.

3. Availability

- The AIMS service targets high availability, as defined in Schedule 3.
- Availability is measured at the application level.
- Planned maintenance is excluded from availability calculations and is notified in advance wherever reasonably practicable.

4. Incident severity and response

- Incidents are categorised by severity based on business impact and urgency.
- Response times relate to acknowledgement and investigation, not immediate resolution.
- Resolution times may vary depending on complexity, root cause, and any third-party dependencies.

5. Support hours

- Standard support is provided during UK business hours, as defined in Schedule 3.
- Enhanced or extended support arrangements may be agreed at call-off and documented in the Order Form.

6. Chargeable support (important clarification)

- Support relating to confirmed software defects is included within the SLA.
- Requests that do not relate to a software defect (for example configuration guidance, process advice, data changes, reporting assistance, or “how-to” queries) are Chargeable Support and are delivered as professional services (outside the SLA service levels).
- Chargeable Support is provided only where an appropriate commercial arrangement is in place, for example pre-paid Support Services credits (if applicable) or a separate work order agreed with the Customer.
- Charges (where applicable) are based on time spent providing Chargeable Support and are applied in standard time units, as set out in the applicable Order Form or rate card.
- Where applicable, approved charges may be deducted from pre-paid Support Services credits or invoiced separately, as agreed.

7. Service credits

- The SLA does not provide for automatic service credits or refunds.
- Where service levels are not met, the parties will follow the incident management and escalation processes set out in Schedule 3.

8. Escalation

Escalation routes are defined within the SLA and ensure that unresolved incidents can be raised to senior operational management where appropriate.

9. Relationship to the Order Form

Any agreed allowances, caps, or specific commercial arrangements relating to Chargeable Support may be documented in the applicable Order Form.

Schedule 7 – UK Public Sector Call-Off Notes (Non-Contractual)

Status of this Schedule

This Schedule is provided for information only and does not form part of the Agreement. It is intended to assist public-sector customers in understanding how the Agreement may be applied in a UK public-sector context. In the event of any inconsistency or conflict, the main body of the Agreement and its binding Schedules shall prevail.

1. Purpose

This Schedule outlines areas of the Agreement that are commonly discussed or varied at call-off when contracting with UK public-sector organisations. It does not amend the Agreement or pre-approve any variations.

2. Governing law and jurisdiction

The Agreement is governed by Irish law.

Where required by a UK public-sector customer, governing law and jurisdiction may be discussed and, if agreed, documented in the applicable Order Form.

3. Limitation of liability

The Agreement contains a standard limitation of liability applicable to all customers.

UK public-sector customers may request alternative liability arrangements, including specific treatment of data protection or intellectual property claims. Any agreed variation would be set out in the relevant Order Form.

4. Service levels and support

Service Levels are defined in **Schedule 3 (Service Levels and Support)**.

Support hours, response targets, and escalation arrangements may be adjusted at call-off to reflect operational requirements, provided such changes are documented in the Order Form.

5. Renewals and term

The Agreement includes automatic renewal provisions.

Where required to align with public-sector procurement or budgetary requirements, renewal mechanics may be varied at call-off and reflected in the Order Form.

6. Audit and assurance

The Agreement includes audit and assurance provisions.

Public-sector customers may request specific audit or reporting arrangements to support governance or assurance obligations. Any such arrangements would be agreed at call-off.

7. Data protection

The Agreement includes data protection provisions aligned with applicable data protection law.

Where a public-sector customer requires additional assurances or documentation, these may be agreed at call-off without altering the core Agreement.

8. No commitment to variation

Nothing in this Schedule obliges AIMS Software Limited to agree to any variation of the Agreement. Any variation must be expressly agreed in writing and documented in an Order Form.