



Ardanis Technologies Limited

Contract of Agreement

For the Supply of

Software Development Services

Between

Ardanis Technologies Limited

And

XXXXXX



Table of Contents

1	Price and Terms of Payment	3
2	Term	3
3	Taxes and Duties	3
4	Sellers Representations and Warranties	4
5	Indemnity	4
6	Insurance	4
7	Termination	5
8	Notices	5
9	Confidential Information	5
10	Independent Contractors	7
11	Sellers Employees	7
12	Publicity	7
13	Buyer Obligations	7
14	Gifts	8
15	Waiver	8
16	Severability	8
17	Force Majeure	8
18	Data Protection	8
19	Failure to Perform Services	8
20	Change Control	9
21	Governance	9
22	Bribery and corruption	9
23	Non-Solicitation of Staff	9
24	Limitation of Liability	9
25	Health and Safety	10
26	Assignment	10
27	Interpretation	10
28	Entire Agreement	10
29	Applicable Law	10
30	Declarations and Signatories	12
	Appendix 1 – Price Book	13
	Appendix 2 – Statement of Work	14
	Appendix 3 – Change Control	16
	Appendix 4 – Governance	18
	Appendix 5	20
	Appendix 6	21
	Appendix 7	22
	Appendix 8 – Data Protection	23



THIS AGREEMENT is made on ##th day of MM 20## (the “Commencement Date”)

BETWEEN

Ardanis Technologies Limited having its registered office at Iconic Office, The Lennox Building 50 Richmond St S, Saint Kevin's. Dublin 2, D02 FK02, Ireland, registered in Ireland # 576929 (“**Seller**”)

And

XXXXXXXXXXXX (“**Buyer**”) having its registered office at <Registered Address> registered in <location of registration> # #####

Individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

Buyer wishes Seller to provide and Seller agrees to provide Software Development Services services as further detailed in Statements of Work (hereinafter called the “**Services**”).

IT IS AGREED

By delivering to Buyer the Services Seller agrees that the supply of the Services to Buyer will be governed exclusively by the terms and conditions hereunder (including the Statements of Work).

Price and Terms of Payment

Buyer may issue Purchase Orders or Work Orders to Seller though any stated terms and conditions therein are superseded by the agreed terms and conditions herein.



The prices for the Services are as set out in Appendix 1 to this Agreement.

To be valid, Seller's Invoices will contain Buyer's Purchase or Work Order number if provided, a full description of the Services, the unit price and total price. Valid invoices of Seller will become due for payment by Buyer 30 days from the date of the invoice in the amount shown on the invoice. The date of the invoice will not predate the date of performance of the Services. Seller will send invoices to Buyer's address designated on the face of the Purchase Order or other such address as Buyer may specify. Currency shall be identified on the face of Buyer Purchase Order. Seller shall have the right to vary prices from time to time, upon written notice to Buyer not less than thirty (30) days prior to the effective date of such variation.

Without prejudice to any other rights or remedies Seller will be entitled to charge Buyer interest on any overdue amounts at a rate of 1% above EURIBOR.

Term

The Term of this Agreement shall run from the Commencement Date for a period of {Insert number} (#) years (the "Term"), unless terminated earlier in accordance with its provisions. At the expiration of the Term, this Agreement may only be renewed upon the written agreement of the Parties.

Taxes and Duties

All applicable sales, use, excise and similar taxes (excluding withholding taxes), payable by Buyer will appear as separate items on invoices.

Sellers Representations and Warranties

Seller confirms, represents and warrants that, the Services will –

Be performed in accordance with and comply with the provisions and specifications as detailed in the Statement of Work and be performed by numbers of appropriately qualified and properly trained and skilled resources of the Seller.



Be, together with any goods used, performed to the highest professional standards, in accordance with good industry practice, using materials, workmanship, and design of merchantable quality and shall be fit for the purpose for which they are intended.

Meet all applicable health and safety standards and regulations as dictated by the relevant legislation.

Be performed in accordance with best prevailing practice to ensure the security and integrity of Buyers property.

Be delivered, along with any relevant goods used, with free unencumbered title, with no third party holding any right, restriction, retention of title, or other claim over either.

Indemnity

Seller will indemnify, save harmless and defend Buyer and its affiliates from any and all claims, actions, losses, expenses, costs or damages (including, without limitation, reasonable legal expenses, collectively “**Losses**”) which Buyer and any affiliates may suffer or incur as a result of –

Any negligent act or omissions or wilful misconduct of Seller, its employees, representatives, agents or sub-contractors relating to this Agreement or in performance of the Services.

Any breach of Seller’s representations, warranties or obligations under this Agreement.

Seller will have no liability under Clause 5.1 if the Losses arise solely and directly due to:

Infringement which cannot otherwise be avoided by Seller in complying with written instructions furnished by Buyer.

The negligence of Buyer, its employees, agents or sub-contractors.

- 5.3 Each Party will notify the other Party of any proceedings or claim involving the Services of which it becomes aware.



Insurance

Unless otherwise agreed, Seller will maintain in force, for the term at its own expense

Employers Liability Insurance with thirteen million-euro (€13,000,000) coverage per occurrence unlimited for any one (1) period.

Public Liability Insurance with two and a half million-euro (€2,500,000) coverage per occurrence, unlimited for any one (1) period.

Professional Indemnity Insurance with at least two and a half million-euro (€2,500,000) coverage per occurrence, unlimited for any one (1) period.

Other such insurances as a prudent provider of the Services would reasonably hold from time to time.

Such insurances shall be taken out with reputable insurance companies, qualified to do business in the relevant jurisdictions.

Termination

Either party may terminate this Agreement on notice with {insert number} (#) days written notice if;

The other party commits a material breach of this Agreement and fails to remedy this breach, where capable of remedy, within fourteen (14) days of written notice requiring it to do so.

The other party commits repeated or consistent non-material or minor breaches of this Agreement.

The other party makes an assignment for the benefit of its creditors or a proposal under any applicable bankruptcy or insolvency legislation, is declared bankrupt or insolvent, has a trustee, receiver or receiver manager, liquidator, examiner or another officer with similar powers appointed for all or any material part of its property or convenes a meeting where it is proposed to consider the appointment of such an officer, or is the subject of an Order or resolution for it winding up, or makes any arrangement or



composition with its creditors or is unable to pay its debts as they fall due within the meaning of the Companies Acts 1963 to 2014.

Either party may terminate a Statement of Work in accordance with its provisions.

Clauses 4, 5, 6, 9, 11 and 22 will survive the expiration or termination of this Agreement.

Notices

Any Notices must be in writing sent to the Parties at their registered office addresses and facsimile numbers set out herein or such other address or numbers as amended in accordance with this provision. A Notice will be deemed to have been given on the third (3rd) day after mailing if is sent by mail, on the date of transmission in the case of a facsimile or electronic data interchange or on the date of delivery if it is delivered by hand.

Confidential Information

This Agreement and all information disclosed by either Seller or Buyer under or in connection with this Agreement shall be treated by the Receiving Party as confidential and shall be protected as such under the terms and conditions as set out herein.

“Confidential Information” means –

The fact that the Parties have entered into this Agreement.

All information in whatever form (including but, without limitation written, oral, visual and electronic forms) relating to a Party (or its Service Recipient as set out in a Statement of Work), its business or this Agreement (including but not limited to ideas, discoveries, inventions, specifications, formulae, computer programmes and systems, drawings, patents, designs, configurations, models, requirements, standards, processes, operations, call traffic and tariff information, agent and customer information, customer feedback and comments, products, services, sales, marketing and business plans, forecasts, analysis, studies, memoranda, reports, financial / commercial / marketing / technical / organisational or trading information, trade or manufacturing secrets, and all intellectual and industrial property rights and know how belonging to that Party or Service Recipient), which is directly or indirectly disclosed by the Party or Service Recipient to the other Party before or after the date of this Agreement or which is learned by a Party through observations made during visits to any premises of the other Party, its Service Recipient, or their agents.



Each Party will keep the specific terms of this Agreement confidential and not disclose them to any third party (other than to its employees and professional advisors who need to know same) without the other Party's prior written consent, except as required by law.

In addition, in connection with the negotiation and performance of this Agreement, a Party (the **"Receiving Party"**) may receive or have received Confidential Information of the other Party (the **"Disclosing Party"**), which is confidential or proprietary in nature. The Receiving Party agrees that, during the Term of this Agreement and thereafter, it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information.

The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

The term "Confidential Information" shall not include information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party, or is required by law to be disclosed pursuant to judicial order or other compulsion of law, provided that the Receiving Party shall give the Disclosing Party prompt notice of any such order and shall comply with any protective order (or equivalent) imposed on such disclosure. In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above-described exceptions.

The Parties recognise that the disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Clause would cause irreparable injury to the Disclosing Party and each Party accepts that any such breach could cause injury to the other Party and that monetary damages would not be an adequate remedy. In the event of such a breach or threatened breach by the Receiving Party, the Disclosing Party shall be entitled to injunctive relief in any court of competent jurisdiction and reimbursement for any costs, claims, demands or damages arising directly out of such breach. Nothing contained in this Clause shall be construed as prohibiting either Party from pursuing other legal remedies available to it for breach or threatened breach of this Agreement.

Independent Contractors

The relationship between Buyer and Seller is one of independent contractors and neither Party will at any time or in any way represent itself as being a dealer, agent or other representative of the other Party or as having authority to assume or create obligations or otherwise act in a manner on behalf of the other Party.



The Contract is a contract for services and is not a contract of service.

It is hereby agreed that the Buyer will not enter into a contract directly with any of the Sellers resources, employees or contractors that are involved in this contract, for a period of 12 months after this Contract is terminated or expires, unless agreed in writing between the parties hereto. Similarly, the Seller will also not enter a contract directly with any of the Buyers resources, employees or contractors that are involved in this arrangement, for a period of 12 months after this contract is terminated or expires, unless agreed in writing between the parties hereto.

The Seller hereby appoints the Buyer as their exclusive partner for the provision of the Services for the period of the Agreement.

The Buyer acknowledges that the Seller has separate business interests and may during the term of this Agreement perform those interests, without prior written approval, provided they do not adversely affect the terms and conditions of this Agreement.

Sellers Employees

While on Buyer premises or its clients' premises, Seller's employees will not, for any purpose, be considered employees of Buyer.

Publicity

Seller will not, without first obtaining Buyer's consent in writing, advertise or otherwise disclose that Seller has furnished or agreed to furnish Services to Buyer under this Agreement.

Buyer Obligations

During the term of this Agreement, the Buyer shall, and shall ensure that its resources:

- a) co-operate with and assist Seller;



- b) provide all information and documentation reasonably requested by the Seller in a timely fashion;
- c) make payments in a timely fashion;
- d) make available to Seller such personnel and facilities as reasonably required to deliver the Services contemplated herein;
- e) comply with any obligations set out in a Statement of Work; and

If Buyer provides Equipment for use by Seller to perform work under this Agreement, Seller will use such equipment solely for that purpose, and will repair and renew all at its own expense unless otherwise agreed. All equipment and other items furnished, procured or paid for by Buyer will at all times remain the property of Buyer and will be returned promptly to Buyer upon termination of the Agreement, failing which Buyer may enter Seller's premises to take back possession of such property.

Gifts

Seller will not make or offer a gratuity or gift of any kind to Buyer employees or their families that could be viewed as relating to an actual or potential business relationship with Buyer. Gifts include entertainment, personal services, favours, discounts and other preferential treatment of any kind. Buyer will interpret any such action as an improper attempt to influence Buyer employees, which will jeopardize Buyer's business with Seller.

Waiver

No provision to the Agreement will be deemed waived and no breach or default excused unless the waiver or excuse is in writing and signed by the Party issuing it.

Severability

If any provision contained in the Agreement is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of the Agreement and the Agreement will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.



Force Majeure

If the performance by either Party hereto is delayed or prevented by circumstances beyond the reasonable control of that Party (including any act of God, any refusal of any import, export or other license or other governmental act, fire, explosion, strike or lockout) the due time for performance will be extended by a reasonable period and Buyer will at its option be excused from accepting or paying for Services affected by such an event.

Data Protection

The parties hereto agree and warrant to the other that they will:

at all times comply with the provisions and obligations imposed by the Data Protection Acts 1988 to 2018, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. 336 of 2011), with effect from 25 May 2018 the General Data Protection Regulation (EU) 2016/679 (including any consequent national implementing legislation), and any statutory implementation, modification or re-enactment of any of the foregoing for the time being in force or any regulations made pursuant thereto (the “**DP Law**”), when Processing Personal Data under this Agreement, comply with the obligations set out in Appendix 8 (Data Protection).

Each party agrees to indemnify the other in respect of any loss, damage, liability, costs or expenses incurred by the other party by reason of the unauthorised storing, processing or disclosure of personal data or any breach of the Data Protection Obligations.

Failure to Perform Services

Save as where an amendment to the Services has been agreed by Buyer and Seller, in circumstances where Seller fails to fulfil its obligations, Seller shall be required to perform, or re-perform the Services at the earliest convenient time notified by Buyer to Seller, free of charge. Where Seller is unable to re-perform the Services within a convenient time Seller agrees to organise at its expense to have the Services performed. In the event that Seller is unable to organise to have the Services re-performed and this is then organised by Buyer, Seller agrees to reimburse Buyer



for any invoices paid to the seller by the buyer in respect of the specific services which the seller is unable to perform.

Change Control

All amendments and variations to the Contract of Agreement or a Statement of Work proposed by either Party shall be in accordance with the Change Control Process described in Appendix 3 Change Control and Appendix 4 Governance.

Governance

The governance and management of the Services and this Agreement shall be carried out in accordance with Appendix 4.

Bribery and corruption

Compliance with Applicable Laws in relation to bribery and corruption is a matter of fundamental importance. Each Party, including its employees, agents, consultants, contractors and subcontractors, shall:

act in accordance with all Applicable Laws on bribery and corruption;

not do or omit to do anything likely to cause the other Party to be in breach of any of the referred to in this clause;

not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;

maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with the law referred to in this clause including the monitoring of compliance and detection of violations; and

reasonably assist the other Party, on that other Party's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law referred to in this clause.



The Seller shall only be paid by Buyer, for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in the Seller's name.

Both parties shall promptly notify the other of any allegation of fraud, bribery or corrupt practices made against that party in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations; at any time during the term of this Agreement.

Non-Solicitation of Staff

Neither Party shall (except with the prior consent of the other) during the Term of this Agreement, and for a period of one (1) year thereafter, solicit the services of any staff of the other Party who is engaged in connection with the matters provided for under this Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at such staff of the other Party.

Limitation of Liability

Notwithstanding any other term of this Agreement, under no circumstances will either party, its employees, servants or agents be liable to the other party or any third party for any consequential, exemplary, indirect or special damages including, without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim (including, without limitation a claim for breach of contract, in tort, under an indemnity, for breach of warranty or otherwise) related to the performance or non-performance of its obligations under this Agreement and/or the termination or suspension of this Agreement by either party or otherwise.

For the avoidance of doubt, Sellers liability will in no instance exceed the value of invoices paid by the Buyer under this Agreement within the preceding 12 month period.

Health and Safety

Seller agrees that it will, at all times, comply with all aspects of the Safety, Health and Welfare at Work Acts 1989 and 2005 and ensuing legislation and all laws and regulations issued by any government department or statutory body.



Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

The Buyer may not assign this Agreement to a competitor of the Seller.

Both parties shall have the right to assign this Agreement to any person or body corporate controlled by or under common control with that party or to any person or entity that acquires that parties business and assumes all obligations of that party under this Agreement.

Interpretation

The headings in this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.

Words and expressions defined in any clause will, for the purpose of this Agreement, bear the meaning assigned to the words and expressions in that sub-clause.

Any reference to the singular includes the plural and vice-versa.

Any reference to natural persons includes legal persons and vice-versa and references to any gender includes reference to the other gender and vice-versa.

Entire Agreement

These terms and conditions constitute the complete Agreement between Buyer and Seller and supersede any prior representation, promise, or proposal. No other document, including any proposal, quotation, acknowledgement forms, and other agreements with other parties will be part of this Agreement, even if referred to, unless specifically agreed to by the parties in writing. This Agreement may not be amended unless the Amendment is in writing and signed by both Parties.



Applicable Law

The laws of Ireland will govern this Agreement, and the Parties hereby submit to the exclusive jurisdiction of the Irish Courts.



Declarations and Signatories

IN WITNESS WHEREOF, this Agreement is dated the date and year first herein written.

For and on behalf of **BUYER**:

Signed: Signature: _____

Name: _____

Title: _____

Date: _____

For and on behalf of **SELLER**:

Signed: Signature: _____

Name: _____

Title: _____

Date: _____



Appendix 1 – Price Book

To be inserted based on agreed proposal

Role	Location	Experience / Daily Rate			
		Junior	Mid	Senior	Principal
Cloud Architect	Local				
Solution Architect	Local				
Tech Lead	Local				
Data Architect	Local				
Programme Manager	Local				
Delivery Lead	Local				
Product Owner	Local				
Scrum Master	Local				
Business Analyst	Local				
Full Stack Developer	Local				
Front End Developer	Local				
.NET Developer	Local				
DevOps Engineer	Local				
UI/UX Designer	Local				
QA Engineer	Local				
Technical Writer	Local				
Cloud Architect	Nearshore				
Solution Architect	Nearshore				
Tech Lead	Nearshore				
Data Architect	Nearshore				
Programme Manager	Nearshore				
Delivery Lead	Nearshore				
Product Owner	Nearshore				
Scrum Master	Nearshore				
Business Analyst	Nearshore				
Fullstack Developer	Nearshore				
Front End Developer	Nearshore				
.NET Developer	Nearshore				
DevOps Engineer	Nearshore				
UI/UX Designer	Nearshore				
QA Engineer	Nearshore				
Technical Writer	Nearshore				
Cloud Architect	Offshore				
Solution Architect	Offshore				
Tech Lead	Offshore				
Fullstack Developer	Offshore				
Front End Developer	Offshore				
.NET Developer	Offshore				
DevOps Engineer	Offshore				
UI/UX Designer	Offshore				
QA Engineer	Offshore				
Technical Writer	Offshore				

DRAFT FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CONTRACT/CONTRACT DENIED





Appendix 2 – Statement of Work

Template 1 of Statement of Work/Work Order which can be used to describe Services provided under the Contract for a defined project (e.g., Fixed Price Deliverable).

<u>Heading</u>	<u>Explanatory Note</u>
Commencement Date	
Completion Date	
Buyer client / Service Recipient (as applicable)	
Brief Description of project including objectives	<i>Insert High-level explanation of the project and its objectives</i>
Service specification / Buyer requirements	<i>Insert The specification/requirement provided by the Buyer for which the Seller quoted, or the specification provided by the Seller and agreed by the Buyer</i>
Deliverables / Output	<i>List Discrete outputs of the Services including reports and/or pieces of kit or software, Technical Specification, Product Specification, Roadmap, Design Requirements (HLD/LLD), end of life requirement etc.</i>
Services	<i>Describe the Services to be completed to achieve the required deliverable or output</i>
Project plan & Milestone timeline	<i>Insert project plan or timetable including delivery date and milestones for delivery of the Services. Include an Implementation Plan, detailed RACI as applicable</i>
Acceptance	<i>Set out Acceptance Criteria for any deliverables/output including testing regime (functional testing; integration testing, regression testing, SOAP testing, E2E testing etc. followed by preliminary acceptance tests and final acceptance test protocol). Clearly define the logic and procedure for Testing. Clearly differentiate the testing regime based on whether a standard SW product is being delivered and where testing begins and ends and what constitutes Buyer testing. Furthermore, articulate the differences where a piece of co-development is being undertaken</i>
Fees	<i>Tabulated as required based on and aligned to the Deliverables and Appendix 1 OR if left blank the resource table below must be completed</i>



Payment Schedule	<i>Insert table showing payments. Ideally these will be linked to completion and acceptance of the deliverables on or after the Delivery and Acceptance Dates</i>
Materials, information and any other elements to be provided by Buyer	<i>As required</i>
Location(s) where services are to be provided	<i>As required</i>
Key Seller Personnel	<i>Any named people intrinsically linked or critical to the delivery</i>
Permitted Subcontractors	<i>If any</i>
Buyer representative(s)	<i>Overall SOW stakeholder</i>
Seller representative(s)	<i>Overall SOW stakeholder</i>



Template 2 of Statement of Work/Work Order which can be used to describe Services provided under the Contract for T&M effort (e.g., Scrum team for undefined period)

List of Resources and rates. This list can be amended from time to time by written agreement of the parties (including via email).

Resource/ Team Name	Resource Type	Rate	Working Week / Month	SOW Start Date	SOW End Date	Total Days / Weeks / Months on SOW

Time sheet instructions



Appendix 3 – Change Control

1. Principles

- 1.1 If at any time the Parties see a need for a change to the Services Agreement or a relevant Statement of Work, such change shall only be made in accordance with this Change Control Process.
- 1.2 either the Buyer nor the Seller shall unreasonably withhold its agreement to any requested change.
- 1.3 Until such time as a change is agreed in accordance with the Change Control Process, the Seller shall, unless otherwise agreed in writing, continue to supply services as if the request or recommendation had not been made.
- 1.4 Any discussions which may take place between the Parties in connection with a request or recommendation before the authorisation of a resultant change to the Services Agreement shall be without prejudice to the rights of either Party.

2. Procedures

2.1 Discussion between the Parties concerning a change shall result in any one of the following:

- A written request for a change by the Buyer; or
- A written recommendation for a change by the Seller; or
- Written agreement not to proceed further.

2.2 Where a written request for a change is received from the Buyer, the Seller shall issue a written acknowledgement to the Buyer and, unless otherwise agreed, submit a Change Control Note (“CCN”) to the Buyer within 10 Days of the date of the request in the format specified in Paragraph 2.4.

2.3 A recommendation for a change by the Seller shall be submitted as a CCN direct to the Buyer at the time of such recommendation.

2.4 Each CCN shall contain:

- the title of the change;
- the originator and date of the request or recommendation for the change;
- the reason for the change;
- full details of the change including any specifications and user facilities;



- the variation to prices for services, if any, resulting from such change;
-
- a timetable for implementation together with any proposals for trialling and acceptance testing of the change;
- details of the likely impact, if any, of the change on other aspects of the Services Agreement or Statement of Work including but not limited to:
 - (a) the term of the Services Agreement;
 - (b) the personnel to be provided;
 - (c) the charges;
 - (d) the payment profile;
 - (e) the documentation to be provided;
 - (f) working arrangements; and
 - (g) other contractual issues;
- the date of expiry of validity of the CCN; and
- provision for signature by the Parties.



2.5 For each CCN submitted the Buyer shall, within the period of the validity of the CCN:

- evaluate the CCN and, as appropriate either:
 - (a) request further information;
 - (b) approve the CCN; or
 - (c) notify the Seller of the rejection of the CCN together with reasons for rejection; and
- if the CCN is approved by the Buyer, the Seller shall arrange for two copies of an approved CCN to be signed by or on behalf of the Parties.

2.6 A CCN signed by both parties shall constitute an amendment to the Services Agreement or applicable statement of Work as appropriate.

2.7 The Seller will manage a central log of all CCN's.



Appendix 4 – Governance

The governance process provides a structure under which the Buyer and the Seller will create an effective and transparent partnership leading to clear accountability, timely resolution of issues and a one team approach which encourages collaborative innovation. The governance process shall provide regular communication to all parties ensuring alignment to Buyer objectives.

A governance model ensures focus and accountability of all stakeholders to the appropriate level, ensuring an effective and clear basis to ensure the Buyer's and Seller's shared business objectives can be achieved in the most effective way.

Purpose of Governance Process:

The governance process is central to a successful project. The governance process provides for a clear framework whereby all stakeholders, the Buyer, and the Seller benefit.

The purpose of the governance process is to:

1. Drive the strategic direction of the Services and the relationship with key parties
2. Ensure transparency such that informed business decisions can be taken together thereby
 - managing and balancing risk
 - building trust
 - delivering shared business results
3. Review and ratify operational performance and any specified Milestones
4. Provide visibility of and progress reporting
5. Facilitate effective risk and issue management
6. Speedy resolution of escalated issues
7. Manage the Change Control Procedure (as defined in Appendix 3: Change Control) facilitating the agreement of changes in scope of the Statement of Work and/or Agreement
8. Provide a forum to enable joint exploration and discussion of innovation in delivery of services
9. Facilitate continuous improvement and innovation in delivery

Chairing Governance Meetings:



The Governance meetings are chaired by Seller personnel.

Governance Meeting content:

The content will include, but is not limited to the following items:

- Action point status from previous meeting
- Achievements
- Risks/Issues/Escalations
- RAG v Operational Plan, Quality, Buyer Impact
- Decision Points
- Actions
- AOB

An agenda and relevant reports shall be issued to the attendees one (1) week prior to the scheduled meeting date.

Seller will facilitate and arrange all governance meetings. Meeting notes and minutes will be taken by Seller and distributed to key meeting members for comment within 48Hrs of the meeting taking place. A register of all approved meeting minutes will be managed by Seller with access provided to appropriate staff within the project.

Overarching Governance Meeting Structure: (Below is a sample)

Meeting	Attendees	Frequency	Purpose
(where applicable)			
Executive Review Meeting (ERM)	Exec Management team from Buyer and Seller	Quarterly or every 6 months depending on services	Exec review of project status and engagement. Strategic decisions.
Contract Review Meeting (CRM)	Commercial staff from Buyer and Seller	Monthly, or as required (can be in the form of a conference call)	Address any contractual or commercial issues between the parties
Ops Review Meeting (ORM)	Operations staff from Buyer and Seller	Monthly, or as required (can be in the form of a conference call)	Track and manage operational performance issues and transition of



			responsibility to support acceptance
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Project Specific Governance Meeting Structure:

Meeting (where applicable)	Attendees	Frequency	Purpose
Kick off Meeting	Relevant directors and managers from Buyer and Seller	At the beginning of any new Project	Project team organisation and interface, Process analysis, contract analysis, project plan R&R, comms plan
Project Steering Meeting	Senior Management from Buyer and Seller. Lead PRM, ORM and CRM staff	Monthly	To track project delivery and secure its success regarding fulfilling commitments by initiating and supporting regular appropriate actions
Project Review Meeting (PRM)	Project Managers (plus required support from workstreams) and lead Buyer project staff	Weekly	Track and manage Project implementation progress, quality and cost; Negotiate and manage project issues, risks.



Appendix 5 – Third Party Agreements

COMPLETE AS AND WHEN APPROPRIATE & REQUIRED



Appendix 6 – Licence Agreement

e.g. “AILEEN” LICENSE SUPPLY AGREEMENT

This agreement (hereinafter the “Licence Agreement”) is made this XXth day of XXXXX, 20XX
between:

Ardanis Technologies Limited, A company incorporated under the laws of Ireland
Under company registration number 576929, Whose registered address is Iconic Office, The Lennox
Building 50 Richmond St S, Saint Kevin's. Dublin 2, D02 FK02, Ireland referred to as
(**“Seller”**)

and

XXXXXXXXXXXX, A company incorporated under the laws of XXXX, Under company registration
number XXXXX, Whose registered address is XXXXXX referred to as
(**“Buyer”**)

Seller and Buyer may be referred to individually as “Party” or jointly as “Parties”, as the case may be.

Whereas

A. Buyer is a xxxxxxxxxxxxxxxx.

B. Seller carries on the business of supplying, licensing and supporting Software and Systems in
respect of the AILEEN™ PLATFORM. Buyer desires to have the right to use Seller's
products, upon the terms and conditions in this Licence Agreement; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the
parties agree as follows:

1 Interpretation

1.1 The headings in this Licence Agreement are for convenience of reference only, are not
part of this Licence Agreement and do not affect its interpretation.



- 1.2 Words and expressions defined in any clause will, for the purpose of this Licence Agreement, bear the meaning assigned to the words and expressions in that sub-clause.
- 1.3 Any reference to the singular includes the plural and vice-versa.
- 1.4 Any reference to natural persons includes legal persons and vice-versa and references to any gender includes reference to the other gender and vice-versa.
- 1.5 Any provision of the definitions in Clause 2 below which is a substantive provision conferring the rights or imposing obligations on a party, shall be given effect to as if it were a substantive provision in the body of the Licence Agreement.

2 Definitions

In this Licence Agreement, terms defined in the Main Agreement shall bear the same meanings, and the following words and expressions shall have the following meanings except where the context otherwise requires:

- 2.1 "Associated Companies" means a subsidiary of a Party or associate company in which a Party has a controlling interest, meaning at least 50% of the voting power or is under common control with a party.
- 2.2 "Licence Agreement" means this Licence Agreement and its Schedules;
- 2.3 "Documentation" means any user documents e.g. manuals and training materials (including electronic versions) provided to Buyer by Seller with the Licensed Software;
- 2.4 "Effective Date" means the date on which the later of the two Parties signs this Licence Agreement;
- 2.5 "Error" shall mean a failure of the Licensed Software to conform in all material respects to the Specifications and/or Documentation;
- 2.6 "Intellectual Property Rights" means all trademarks, patents, rights, copyrights, know-how and any other intellectual property rights and confidential information including the right to apply for a patent in any jurisdiction;
- 2.7 "License Fee" means the total price payable to Seller by Buyer for the Licensed Software under this Licence Agreement;
- 2.8 "License File" means the License enforcement mechanism which was installed by Seller to enable purchased Licensed Software perform;
- 2.9 "Licensed Software" or "Software" or "Product(s)" shall mean Seller software product(s) licensed under this Licence Agreement, namely the AILEEN™ software component. Unless otherwise provided, Licensed Software includes Updates and Upgrades;
- 2.10 "Main Agreement" means the Contract of Agreement For the Supply of Software Development Services between the Buyer and the Seller.
- 2.11 "Master Copy" means a copy of a Software for use by Buyer for internal purposes only in accordance with the terms hereof. A Master Copy shall be considered the Confidential Information of Seller;



- 2.12 “Purchase Order” means a relevant official Buyer Purchase Order placed in terms of the Licence Agreement specifying the Licensed Software to be procured from Seller, License Type, License Fees, ship to address, delivery timeframes and any other matter the parties may agree;
- 2.13 “Specification(s)” means the functional and technical parameters and service levels with which the Licensed Software must comply as defined in the Statement of Work (SOW) appended to the Main Agreement;
- 2.14 “Site” shall mean a physical location of Buyer;
- 2.15 “Update” means a fix or compilation of fixes (e.g. service packs) released by Seller during the term of this Licence Agreement to correct operational defects (program bugs) in the Licensed Software;
- 2.16 “Upgrades” means any new version of a Software product that bears the same product name, including version changes evidenced by a number change immediately to the right or the left of the decimal (such as Product X 4.0 to 4.1 or Product X 4.0 to 5.0). New versions of the Software contain functional enhancements that Seller may make available at times and intervals that Seller determines at its own discretion as part of its product development plans.

3 Buyer’s Obligations

- 3.1 Buyer shall only use Software Licenses after acquiring the appropriate License from Seller.
- 3.2 Seller shall retain full title to the Software and all copies thereof and Buyer may use the Software only in accordance with the provisions of this Licence Agreement. Buyer does not have any access to or rights in the Software source codes. Buyer does not have the right to copy, modify or remanufacture any Product or part thereof.
- 3.3 Buyer shall, at its own expense, pay all import and export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export and import of the Products purchased by Buyer from the point of delivery into the country of Buyer.
- 3.4 All purchases of Products by Buyer from Seller during the term of this Licence Agreement shall be subject to the terms and conditions of this Licence Agreement (except as specifically agreed by the Parties in a separate written agreement, including the Main Agreement).

4 Seller’s Obligations

- 4.1 Seller shall provide Products and perform Services in accordance with the terms and conditions of this Licence Agreement, the Main Agreement, the relevant Statement of Work and any relevant Addendum to such Statement of Work.
- 4.2 Product will perform in accordance with all accepted industry standards for equivalent products.



5 Orders, Pricing and Payment Terms

- 5.1 In consideration for executing obligations under this Licence Agreement, Buyer shall order the Software and pay Seller in accordance with the Main Agreement, the relevant Statement of Work and any relevant Addendum to such Statement of Work.

6 Delivery

- 6.1 Seller will deliver the Software to Buyer by electronic delivery.

7 Warranty Obligations

- 7.1 Seller warrants that, for a period of 90 days following Delivery, the Software shall perform in all material respects according to the specifications provided. Seller does not warrant that the Software is free of minor Errors that do not materially affect its performance.
- 7.2 If Buyer determines that any Error in the Licensed Software during the warranty period contemplated in clause 7.1 cannot be rectified, then Buyer will notify Seller of such Error and Seller shall promptly correct all programming errors (not to exceed thirty (30) days for substantial errors) which impact the functioning of the Software to repair or replace at its option and without cost to Buyer all Software not performing substantially in accordance with the Specifications or otherwise not meeting the warranties set forth above.
- 7.3 Seller shall maintain the closest co-operation with Buyer in order to maintain the operation of the Licensed Software in accordance with the Specification during the applicable warranty period referred to in 7.1.
- 7.4 Seller warrants that it has good and valuable title to the Licensed Software and that neither the fulfilment of its obligations nor the exercise by Buyer of any of its rights under this Licence Agreement will infringe the rights of any third party. No consideration in addition to the license fees will be payable by Buyer to Seller and/or to any third party in respect of the use by Buyer of the Licensed Software for the lifetime of the system notwithstanding any license fees which may be or become payable by Seller.
- 7.5 The warranty afforded to Buyer is nullified if the fault or Error which would otherwise be covered by the warranty is caused by: use of parts or software used in conjunction with the Licensed Software which are not recommended by Seller in writing or manuals, maintenance conducted by Buyer or third parties not authorized or accredited by Seller to do so, electrical surges, water damage, heat, fire or physical damage.
- 7.6 Seller warrants that the Licensed Software:
- a) shall comply with all applicable laws and regulations known and applicable at contract signing date;
 - b) shall be free from malicious software;

8 License Rights

- 8.1 Subject to the terms and conditions of this Licence Agreement, Seller grants to Buyer, a 1/3/5 year non-exclusive, non-transferable, non-assignable and limited right to use the Software and the Documentation in 1 (one) production application instance only,



beginning on the Effective Date, for its benefit and that of any of its service recipients, as defined in a Statement of Work.

- 8.2 Buyer may use on a royalty-free basis the Software in its non-production development and test environments for the purpose of supporting their licensed production application instance only.
- 8.3 Buyer may use and copy the Documentation, if any, but only as reasonably necessary to facilitate the licensed use of Licensed Software.
- 8.4 Ownership. Buyer acknowledges that the Licensed Software, and any copyrights, patent rights, trade secrets, trademarks and other intellectual property in or to the Licensed Software, are the exclusive property of Seller and/or Seller's licensor(s), if any.
- 8.5 Other Uses. Buyer shall maintain an adequate back-up procedure for operational security purposes. Buyer may copy and use the Licensed Software for back-up, hot standby, disaster recovery, development and/or test purposes as indicated above. Every copy shall include the copyright, trade mark and other restricted rights notices as are contained in the original copy delivered. Any such copy shall, in all respects, be subject to the terms and conditions of this Licence Agreement and shall be deemed to form part of the Licensed Software. Buyer may not make any other copies of the Licensed Software.

9 Restrictions and Limitations

- 9.1 The Buyer shall not and shall not allow any third party, except as expressly permitted in this Licence Agreement, to:
- a) Use the Software except as expressly permitted in this Licence Agreement;
 - b) Copy, translate, modify, adapt, alter or create any derivative work of, or otherwise modify the Software;
 - c) Decompile, disassemble or reverse engineer the Software or any element or component of it, or otherwise attempt to derive the source code for Software, except as permitted by applicable law;
 - d) Remove, alter, or obscure any patent, copyright, trademark or other proprietary notices appearing on or in the Software and /or Documentation;
 - e) Sub-license, lease, rent, loan or distribute the Software to any third party or grant any (security) interest in the Software or the End User rights with respect thereto;
 - f) Allow third parties (including Buyer's Associated Companies unless otherwise agreed in writing) to access or use the Software.
- 9.2 Limitations of License rights are applicable whether or not being enforced by any License enforcement mechanism.
- 9.3 The Buyer shall not alter, disable, tamper with and/or inhibit any License File components or technical measures such as Keys that may protect misuse of the Software or functionality that is included as part of the Software.
- 9.4 Seller shall have the right to inspect the Software at the facility of the Buyer at commercially reasonable times to be mutually agreed upon by the parties as reasonably necessary to verify that use of Software complies with this Licence Agreement. Seller shall provide the Buyer with advance written notice prior to any inspections.



10 Trademarks

- 10.1 All representations of either Party's Trademarks that the other Party intends to use shall first be submitted to the trademarking Party for approval and shall be exact copies of those used by such Party.
- 10.2 All trademarks, service marks, and similar rights owned by either Party at the Effective Date shall remain the property of that Party, and the other Party will not acquire any right or interest in those rights or challenge or deny such rights. Each Party has a limited revocable license to use the trade-marks and service marks of the other Party to market and promote the Software as contemplated by this Licence Agreement. Any advertisement or promotional materials containing the other Party's trade mark or service mark must (i) clearly identify the relevant Party as the owner of the relevant marks; (ii) conform to that Party's then-current trade mark and service mark guidelines (as advised in writing from time to time), and (iii) otherwise comply with any local notice or marking requirement. All and any goodwill or similar benefit will accrue solely for the owner of the rights.

11 Intellectual Property Rights

- 11.1 Seller represents and warrants that:
- a) It has the right to license and supply the Software; and
 - b) Buyer rights in relation to the Software, as contemplated by and licensed under this Licence Agreement will not infringe the copyright, patent, trade mark, know-how or other intellectual property right of any third party.
- 11.2 Seller shall defend, indemnify and hold harmless Buyer against all expenses, costs, damages, and legal fees arising out of any claim or proceeding based on an allegation that the Product supplied hereunder infringes any Intellectual Property Rights. Seller shall be given the sole control of the defense and all related negotiations and settlements.
- 11.3 In order to receive the benefit of the indemnity set out in clause 11.2, Buyer shall:
- a) Give prompt notice in writing to Seller of any claim or proceedings covered by clause 11.2; and
 - b) Make no voluntary admission or disclosure without Seller's consent; and
 - c) Give Seller authority to conduct and/or settle at Seller's expense all negotiations and litigation.
- 11.4 Notwithstanding any other provision of this section, Seller shall not be liable to Buyer for any claim to the extent that any such claim arises from any alteration or modification of Product not authorised by Seller.
- 11.5 Bundling of Seller Software with Buyer products creates no Intellectual Property Rights to a joint product for either Party.
- 11.6 For the avoidance of doubt, any pre-existing or independently developed Intellectual Property Rights created outside the scope of this Licence Agreement, or any Software provided under this License Agreement shall not be transferred to the other party as a result of this Licence Agreement.



12 Liabilities

- 12.1 Notwithstanding any other term of this Licence Agreement but subject to clause 12.2, under no circumstances will either party, its employees, servants or agents be liable to the other party or any third party for any consequential, exemplary, indirect or special damages including, without limitation, loss of profit, loss of revenue, capital expenditure or loss of goodwill, resulting from any claim (including, without limitation a claim for breach of contract, in tort, under an indemnity, for breach of warranty or otherwise) related to the performance or non-performance of its obligations under this Licence Agreement and/or the termination or suspension of this Licence Agreement by either party or otherwise.
- 12.2 Subject to clause 12.3, each party's liability to the other party in respect of any single claim arising in connection with this Licence Agreement will in no instance exceed a sum equal to the total aggregate value of all invoices paid and payable by the Buyer under this Licence Agreement and all Appendices.
- 12.3 Nothing in this Licence Agreement excludes or limits liability in relation to: (i) Either Party's liability for breaching the other Party's Intellectual Property Rights; (ii) Seller's liability if a third party alleges that any Software provided by or on behalf of Seller infringes any Intellectual Property Rights of that Third Party; (iii) either Party's liability for breach of confidentiality or data protection provisions; (iv) either Party's liability for death or personal injury resulting from its negligence; (v) either Party's liability for gross negligence, fraud or fraudulent misrepresentation; (vi) the Seller's liability for any breach of this Licence Agreement which leads to a security breach in any of the Buyer's systems; or (v) either Party's liability which cannot be excluded by law.

13 Termination

- 13.1 Either Party may terminate the Licence Agreement forthwith at any time by notice in writing:
- a) If the Main Agreement has been terminated;
 - b) In the event of a material breach or of persistent breaches by the other Party of any provision of the Licence Agreement unless that other Party, within thirty (30) days of notification of the breach, remedies the same (if capable of remedy) or (if incapable of remedy) offers adequate compensation therefore); or
 - c) Where an administrator, receiver or liquidator is appointed in connection with the other Party or any part of its business, or it is otherwise insolvent or where Seller ceases to be in the business of developing and maintaining software, and no successor within a timeframe agreeable to Buyer supplies or agrees to supply Buyer with Products on same terms as documented in this Licence Agreement.
- 13.2 Termination of this Licence Agreement shall be without prejudice to the accrued rights and obligations of either Party.



- 13.3 Upon termination of this Licence Agreement for other than breach, Parties shall continue to fulfill all of its obligations.
- 13.4 The provisions of chapters 7, 8, 9, 11, 12, 13, 14 and 19 shall survive the termination of this Licence Agreement for any reason.
- 13.5 In the event of termination by either party in accordance with any of the provisions of this Licence Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Seller or Buyer. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

14 Confidentiality

- 14.1 Confidential Information of either Party (or a service recipient defined in a Statement of Work) is disclosed for the limited purposes of enabling each Party to carry out its obligations and exercise its rights under this Licence Agreement.
- 14.2 Each of the Parties agrees to keep confidential all and any Confidential Information disclosed to it in concerning the business, products, services, service recipients and suppliers of the other Party (irrespective of the form in which that information is or was obtained, orally or in any form whatsoever including, without limitation, drawings, documents and computer readable media). Each Party agrees not to use any such information except for the said limited purposes and not to disclose any such information except as may be permitted in writing by the other Party, save that either Party may disclose such information to their employees, subcontractors, distributors and/or partners who need to know the same for the purpose of carrying out their duties in respect to this Licence Agreement or to any government department or other authority court or arbitrator having statutory authority or jurisdiction to require the disclosure of that information.
- 14.3 Each of the Parties will take all necessary steps to ensure compliance with the terms of clause 14.2 by any person that it permits to have access to the other Party's (and/or service recipient's) Confidential Information. In any event, each Party shall protect any such information by using the same care and precautions as are or ought to be used in keeping confidential its own Confidential Information.
- 14.4 The terms of clause 14.2 shall not apply to:
- a) Information in the recipient's possession without any obligation of confidentiality, having been received or being received from a third party who has not derived it directly or indirectly from the disclosing party; or
 - b) Information that is in the public domain through no act or default on the part of the recipient, its agents or employees; or
 - c) Information that is developed independently by personnel of the recipient none of whom had any access, direct or indirect, to any of the information disclosed by the disclosing party;
 - d) Information which is trivial or obvious or cannot reasonably be regarded as confidential;
 - e) The disclosure of information to such authorities as may be empowered by law to demand disclosure to the extent that such disclosure is required.



The party who seeks to rely on any of the exceptions defined by this clause 14.4 shall be obliged to show, through documentary or other substantial proof, that such exception applies.

- 14.5 The obligations of Confidentiality shall survive for five (5) years after Licence Agreement termination.

15 Force Majeure

- 15.1 If any party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Licence Agreement by reason of strike, lockout, fire, explosion, floods, riot, war, accident, acts of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of that party, the party so effected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure on the performance of any obligations hereunder or loss or damages, either general, special or consequential which the other party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the effected party. Any party invoking force majeure shall, upon termination of such event, giving rise thereto, forthwith give written notice thereof to the other party.
- 15.2 If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove that the Party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in clause 15.1.

16 Assignment, Transferability and Subcontracting

- 16.1 Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Licence Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 16.2 Seller shall have the right to transfer all or any of its rights benefits or obligations under this Licence Agreement to any Associated Company.

17 Publicity

- 17.1 Seller will not, without first obtaining Buyer's consent in writing, advertise or otherwise disclose that Seller has furnished or agreed to furnish the Licenses to the Buyer under this Licence Agreement.

18 Governing Law

- 18.1 This Licence Agreement shall be exclusively governed by and construed in accordance with Irish Law. The Parties submit to the exclusive jurisdiction of the Irish courts, in relation to any legal actions or proceedings arising out of or in connection with this Licence Agreement, save that this submission will not preclude any Party from applying for urgent or interim injunctive relief.



19 Notices

- 19.1 All notices hereunder shall be in writing and deemed received on the date of personal delivery or within ten (10) days of sending by post to the address of the other set out on the face of this Licence Agreement or such other address as may hereafter be advised in writing by that other.

20 Waiver and Variation

- 20.1 Forbearance by either Party in relation to any provision of this Licence Agreement shall not constitute a waiver of that provision or any aspect thereof.
- 20.2 No variation of this Licence Agreement shall be binding on either Party unless in writing, stated to be an amendment to this Licence Agreement and signed by an authorized signatory of each Party.

21 Interpretation and Enforceability

- 21.1 Every provision in this Licence Agreement shall be deemed to be separate and severable and enforceable accordingly. If any court or administrative body of competent jurisdiction shall find any provision of this Licence Agreement to be invalid or unenforceable, the invalidity for unenforceability of such provision shall not affect the other provisions of this Licence Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 21.2 This Licence Agreement is written and executed in the English language and, unless otherwise mutually agreed in writing, all communications and correspondence under or relating to this Licence Agreement shall be in English.
- 21.3 Headings are inserted for convenience only and shall not affect interpretation.

22 Status of Agreement

- 22.1 This Licence Agreement, incorporating the Schedules executed in conjunction herewith, is the complete and exclusive statement of the arrangement between the Parties hereto governing the subject matter of this Licence Agreement, superseding all related proposals, statements and arrangements, prior or contemporaneous, and any other written or other communication between the Parties.
- 22.2 This Licence Agreement does not create any partnership, joint venture, agency, employment or other analogous relationship. The nature of the relationship between the Parties to in this Licence Agreement is that of independent contractors. Neither Party is authorized to create any obligation whatsoever on behalf of the other.
- 22.3 In case of conflict or inconsistency between the terms of this Licence Agreement and any other document including but not limited to the Main Agreement or Purchase Order(s), the provisions of this Licence Agreement shall take precedence.



23 Costs

- 23.1 Each party shall bear its own cost of negotiating, drafting, preparing, implementing and executing this Licence Agreement and the annexure to it.

24 Insurance

- 24.1 Seller shall, at all times throughout the term have and maintain at its own cost insurances as are appropriate and adequate (having regard to its obligations and liabilities under this Licence Agreement) with a reputable insurer.

25 Dispute Resolution

- 25.1 In the event of a dispute arising out of or in connection with this Licence Agreement, either Party may call a meeting for the purpose of resolving such dispute or difference by service of not less than 5 Business Days' formal written notice and each Party agrees to procure that its designated representative(s) from its management team shall attend all such meetings. The members of the meeting shall endeavour in good faith to resolve such dispute. If any dispute referred to such meeting is not resolved at that meeting, then either Party, by formal written notice to the other, may refer the dispute to designated senior officers who shall co-operate in good faith to resolve the dispute as amicably as possible within 10 Business Days of service of such formal written notice. If such senior officers fail to resolve the dispute in the allotted time, then this dispute resolution procedure shall be deemed exhausted.



IN WITNESS WHEREOF, a duly authorized representative of the parties has executed this Licence Agreement as of the Effective Date.

For and on behalf of **BUYER**:

Signed: Signature: _____

 Name: _____

 Title: _____

 Date: _____

For and on behalf of **SELLER**:

Signed: Signature: _____

 Name: _____

 Title: _____

 Date: _____



Appendix 7 – Support Agreement

SUPPORT AGREEMENT

This agreement (hereinafter the “Agreement”) is made between:

Ardanis Technologies Limited having its registered office at The Greenway, Ardilaun Court, C, 112-114 St. Stephen’s Green, Dublin, D02 TD28, Ireland, registered in Ireland # 576929
 (“**Seller**”)

And

XXXXXXXXXX, A company incorporated under the laws of XXXX, Under company registration number XXXXX, Whose registered address is XXXXXX referred to as (“**Buyer**”)

Seller and Buyer may be referred to individually as “Party” or jointly as “Parties”, as the case may be.



1. Background

- 1.1. As part of this support agreement, Seller will provide Maintenance & Support for the Services to Buyer, consisting of the following Services:
 - 1.1.1. Maintenance Services: detecting and remedying problems and/or providing temporary solutions in the Software after Buyer has reported a Software problem.
 - 1.1.2. Preventive Maintenance: maintaining the Software for the duration of the agreement by remedying any Software problems detected by Seller.
 - 1.1.3. Support Services: providing business hours assistance (i.e. 9am to 5pm Monday to Friday, excluding public holidays) by telephone and/or e-mail in the event problems occur, as well as consultation by telephone and/or e-mail on the use and functionality of the Software.
 - 1.1.4. Helpdesk: phone, e-mail and on-line helpdesk portal for problem logging, tracking and tracing.
- 1.2. Services work that at Seller's sole discretion cannot reasonably be performed remotely shall be performed on Buyer's site.
- 1.3. Support Services do not include:
 - 1.3.1. Custom programming services and consulting on use/set-up of new configurations;
 - 1.3.2. On-site support
 - 1.3.3. On-site training.

2. Buyer's Responsibility

- 2.1. Before sending a Support Request (SR) to Seller, Buyer shall:
 - 2.1.1. Conduct initial investigations of the problem, and verify that the result distinctly indicates that the Seller Product is the source to the problem;
 - 2.1.2. Ascertain that the problem in the new SR has not already been reported by Buyer;
 - 2.1.3. Appoint a contact person from Buyer's organization for all matters relating to reported problem; and
 - 2.1.4. Assign a severity class code as described below.
- 2.2. After gathering all necessary information, Buyer shall issue a SR to Seller's helpdesk. Each SR shall report one (1) problem only and shall contain the following:
 - 2.2.1. Product name and version/revision number;
 - 2.2.2. Severity class code;
 - 2.2.3. Any description of the command(s) and procedures that reveal the problem;
 - 2.2.4. A complete description of the problem/fault;
 - 2.2.5. Examples of input and resulting output;
 - 2.2.6. The expected output;
 - 2.2.7. Any special circumstances related to the discovery of the problem/fault;
 - 2.2.8. Any software traces and analysis from the initial investigations of the problem; and
 - 2.2.9. Configuration files used.
- 2.3. The English language must be used in the SR, and in all written Maintenance and Support communication.

3. Severity Levels and Response Times

- 3.1. Buyer shall classify the SR's as Priority Major Incident S1, S2, S3, S4 according to definition below.
- 3.2. The clarification classes are dependent of the severity of the problem and will be prioritised according to Table 1 below:



- 3.3. After receiving the SR, Seller will review the classification made by Buyer and re-classification of the severity class may be done after agreement between the Parties.
- 3.4. In the event the Parties cannot agree the reasonable classification by Seller shall prevail.
- 3.5. When a SR is issued, Seller helpdesk shall respond within the Target Response Time according to below table.
- 3.6. All times will be according Seller's tracking subtracting all times where progress is delayed by Buyer.
- 3.7. SRs will be handled according to the following Table 1:

Table 1: Service Level Definitions & Response and Restoration Times

Priority	Definition	Initial Response Time	Time to Restore	Update Frequency
Major	a critical Incident which impacts all users, services and occurs across all systems	95% in 15 mins	95% in 4 hours	Hourly
S1	Incidents which impact many of the users, services or some of the systems covered under this agreement	95% in 15 mins	95% in 4 hours	Hourly
S2	Incidents which impact a some of the users, services or systems	90% in 20 mins	95% in 8 hours	Every 4 Hours
S3	Incidents which do not impact Service but require some remediation or action to address	85% in 20 mins	95% in 2 business days	Daily
S4	Incidents which do not impact Service and are simply requests for information, questions on the system or service	70% in 20 mins	95% in 5 business days	Every 2 Days



Appendix 8 – Data Protection

Data Controller, Data Processor, Data Subject, Personal Data and Process (including cognate terms) bear the meanings given to those terms in the DP Law.

Data Security Breach: Any known potential or actual breach of any obligations or duties owed by the Seller to the Buyer relating to the confidentiality, integrity or availability of Personal Data, including the unauthorised access, disclosure, use or other Processing of such Personal Data.

Personnel: Any and all employees, officers, directors, contractors, agents or temporary or relief staff used by a party or any of its Subcontractors from time to time.

Subcontractor: Such approved third parties, if any, as may be selected by the Seller to assist in the performance of the services in accordance with this Agreement.

Data Controller

The Buyer is a Data Controller in respect of Personal Data which it provides to Seller under this Agreement and shall comply with its obligations as a Data Controller under DP Law.

Data Processor

The Seller acts as a Data Processor in respect of the Personal Data it Processes on behalf of the Buyer, which includes legacy data provided to the Seller which may include biographical and contact information of persons (including children) with whom the Buyer has worked in the past.

The Seller shall comply with its obligations as a Data Processor under DP Law. Without prejudice to the Seller's other obligations pursuant to this Appendix 8, if the Seller is or becomes aware of any reason that would prevent its compliance with the DP Law or any incident of non-compliance with the DP Law in connection with the Processing of Personal Data under this Agreement it shall notify the Buyer as soon as practicable.

Instructions

The Seller agrees that it shall acquire no rights or interest in the Personal Data, and shall only, and shall procure that its Personnel only, Process the Personal Data in accordance with this Agreement and any other written instructions of the Buyer unless required to do so by European Union or Member State law to which the Data Processor is subject and in such a case, the Data Processor shall inform the Buyer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Data Transfers

The Seller will not transfer any Personal Data outside the EEA except with the prior written consent of the Buyer and in accordance with any terms the Buyer may impose on such transfer.



As a condition of granting such consent, the Buyer may, among other requirements, require the Seller to enter into or procure that any relevant Subcontractor enters into an appropriate data transfer contract.

Data Subject Rights

The Seller agrees to assist the Buyer, including taking appropriate technical and organisational measures which take into account the nature of the processing, to respond to requests by Data Subjects, exercising their rights under the DP Law, within such reasonable timescale as may be specified by the Buyer.

If the Seller receives any such request from Data Subjects directly, the Seller will immediately inform the Buyer that it has received the request and forthwith forward the request to the Buyer. The Seller will not respond in any way to such a request, except on the instructions of the Buyer.

Assistance

The Seller shall assist the Buyer within such reasonable timescale as may be specified by the Buyer with compliance with the Buyer's obligations pursuant to:

- (a) Article 32 of the GDPR (Security);
- (b) Articles 33 and 34 of the GDPR (Data Breach Notification);
- (c) Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and
- (d) Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Agreement).

Breach Notification

The Seller will notify the Buyer within 24 hours of the Seller becoming aware of a Data Security Breach, and shall include in such notification, at least the applicable information referred to in Article 33(3) of the GDPR (to the extent that it is known at the time of notification, with the remainder of such information to be provided as it becomes available). The Seller shall not communicate with any Data Subject in respect of a Data Security Breach without the prior written consent of the Buyer.

Confidentiality

The Seller will ensure that its Personnel who Process Personal Data under this Agreement are subject to obligations of confidentiality in relation to such Personal Data.

Security

The Seller shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or



unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including as appropriate and as notified in advance to the Buyer:

- (a) the pseudonymisation and encryption of Personal Data;
- (b) the ability to ensure the ongoing confidentiality, integrity and availability and resilience of the Seller's systems used for such Processing, the Personal Data and the Services;
- (c) the ability to restore the availability and access to the Personal Data in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Sub-Processing

The Seller agrees that it shall not engage any third party to Process the Buyer's Personal Data without the prior written consent of the Buyer.

The Seller shall inform the Buyer of any intended changes concerning the addition or replacement of the other processors and shall not make any such changes without the prior written consent of the Buyer.

If the Seller engages any third party to Process any of the Buyer's Personal Data, the Seller shall impose on such third party, by means of a written contract, the same data protection obligations as set out in this Agreement and shall ensure that if any third party engaged by the Seller in turn engages another person to Process any Personal Data, the third party is required to comply with all of the obligations in respect of Processing of Personal Data that are imposed under this Agreement.

The Seller shall remain fully liable to the Buyer for Processing by any third party as if the Processing was being conducted by the Seller.

Demonstrating Compliance

The Seller shall make available to Buyer all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections of the Seller's servers or operating environment, conducted by Buyer or another auditor mandated by Buyer, for the purpose of ensuring compliance with this Appendix 8.

Such audit may be conducted no more than once per quarter, at the Buyer's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Seller's normal conduct of business.

Infringement



The Seller will immediately inform the Buyer if, in its opinion, an instruction given or request made pursuant to this Agreement infringes the DP Law.

Termination/Expiry

On termination or expiry of this Agreement (or at any other time on request by the Buyer), within ten (10) working days from notification from the Buyer, the Seller shall return or permanently erase, at the election of Buyer, all copies of Personal Data received and/or processed by it under this Agreement unless European Union or Member State law requires retention of the Personal Data.

The provisions of this Appendix 8 shall survive the term of this Agreement until the Seller has returned or destroyed all Personal Data.