

Development Project Contract (T&M) UK

1. Purpose of the Agreement

1.1 Scope

These Terms govern the provision of both Professional Consultancy Services and Product Support Services (together, the “Services”) by VMotion IT Solutions Ltd, Innovation House, National Technology Park, Castletroy, Co. Limerick, Ireland, V94 409T (hereafter, referred to as "the Supplier") to <client name & address> (hereafter, referred to as "the Client").

1.2 Statement of Work

The Supplier shall issue a SOW/Statement of Work, which shall include (without limitation) a description of the Services.

1.3 Acceptance of Terms

By giving Approval or by accepting these Terms, whether as part of the Supplier's online ordering process or otherwise, the Client agrees to contract on the basis of these Terms and in doing so agrees that they prevail over any other terms which the Client may seek to impose or introduce, including (without limitation) any terms set out in or relating to any purchase order, acceptance or acknowledgement issued by the Client.

1.4 Authority to Bind

Any person granting Approval, or making any other representation, on behalf of the Client represents and warrants that they have the legal right and authority to bind the Client to the terms of the Agreement.

1.5 Illustrative Material

Other than those specifically incorporated into a Statement of Work, any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues, brochures or Website are issued or published for the sole purpose of illustration or to provide an approximate idea of the services described in them and shall therefore have no contractual force.

1.6 Software and Third-Party Apps

These Terms do not govern the resale of Products or Software. The Client uses the Products under the terms of the Software License and (where applicable) shall use any Apps under the relevant Third Party Terms. All responsibility regarding the use of the Products and the Apps rests with the Client, including (without limitation) payment of all relevant fees, compliance with

the terms of the Software License and/or Third Party Terms and all related liability.

1.7 Acknowledgement of Direct Contracts

The Client agrees and accepts that its contract for the use of:

- (a)** the Products is directly with Atlassian; and
- (b)** the Apps are directly with the applicable Third Party provider.

The Client agrees that the Supplier is not a party to, and has no responsibility under, those contracts, whether or not the Supplier has acted as a reseller. Any failures, breaches or defaults under the terms of the Software License or the Third Party Terms are the exclusive responsibility of the Client, including any which may impact on the Supplier's ability to provide the Services in accordance with the Agreement.

2. Definitions

The following definitions and rules of interpretation apply in the Agreement.

Acceptable Use Policy: the Supplier's acceptable use policy is available on request.

Agreement: the collective agreements between the Client and the Supplier comprising: (i) these Terms, (ii) the Statement of Work, (iii) any documents specifically referred to or incorporated into these Terms, including the Security & Backup Policy, Service Catalog, Acceptable Use Policy and Privacy Notice, and (iv) any other document instrument or agreement entered into between Supplier and Client, in each case as may be amended at any time and from time to time.

Approval: the approval given by the Client when it confirms its acceptance (by any means, including signature or by email) of a Statement of Work.

App(s): software application(s) or extension(s) for use with the Products.

Atlassian: Atlassian Corporation Plc.

Authorised Users: those users entitled to use the Products or Software under the terms of the Software License.

Background IP: those Intellectual Property Rights owned by a party prior to the Agreement, or which are created or produced at any time independently of the Agreement.

Bribery Laws: any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the Criminal Justice Act IRL 2018, Regulation of Lobbying Act 2015, Ethics in Public Office Act 1995.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland.

Business Hours: unless otherwise defined in the Service Catalog, means the Supplier's availability on Business Days for up to eight hours per day:

Change Control Note: a note detailing the impact (including cost implications) of a requested change to the Services, will be agreed prior to the commencement of this agreement.

Change Request: A Change Request means any formal request by either Party to modify, add to, or remove any aspect of the Services, Deliverables, Project scope, timeline, assumptions, fees, or other terms and conditions described in a Statement of Work ("SOW") or other agreed project documentation under this Agreement.

Approve Change(s): Approve Changes" or "Approval of Changes" means the formal written agreement by both Parties to implement a proposed modification to the Services, Deliverables

agreement by both Parties to implement a proposed modification to the Services, Deliverables, Project scope, schedule, fees, or other terms under a Statement of Work ("SOW") or this Agreement.

Change Request Form: This is a standardised document (in electronic or written format) used by either Party to propose a modification to the Services, Deliverables, Project scope, schedule, assumptions, fees, or other terms under a Statement of Work ("SOW") or this Agreement.

- A description of the proposed change;
- The reason or justification for the change;
- The potential impact on scope, schedule, resources, Deliverables, and cost;
- Any risks, dependencies, or assumptions associated with the change; and
- A section for review, recommendations, and formal approval by authorised representatives of both Parties.

Client: the legal person (whether company, partnership, individual or otherwise), identified in the Statement of Work, to whom the Services will be provided.

Client Data: the data provided and/or inputted by the Client or its users in the course of the Client's use of the Services, which, for the avoidance of doubt, includes any Personal Data but excludes Third Party Content.

Client Representative: the Client shall name and one or more representatives authorized to act on behalf of the Client in all aspects of the development, operation, and maintenance of the service including assigning or requesting elevated access for Client staff. The Client shall ensure a Client Representative is suitably deputized.

Confidential Information: all and any confidential information (in whatever form) whether or not marked as such including but not limited to commercial, financial, marketing and technical information relating to the disclosing party's business, services, products, clients, consultants, employees, suppliers, finances, proprietary computer software, website, know how, trade secrets, intellectual property, future product plans, future project plans and documentation in any form or medium whatsoever whether disclosed orally or in writing relating to any of the foregoing (including copies thereof).

Consultancy Services: those professional consultancy services (if any) which the Supplier agrees to provide to the Client pursuant to the Statement of Work.

Data Processing Agreement: means the agreement entered into between the parties governing the processing of personal data in relation to the Services.

Data Protection Legislation: All applicable data protection and privacy legislation in force from

time to time in IRL and the EU including without limitation the EU/GDPR/2018; the Data Protection Act 1988 & 2003 and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications). The terms 'Data Controller', 'Data Processor', 'Process(ing)', 'Data Subjects' and 'Personal Data' shall have the meaning given to them in the GDPR.

Deliverable(s): any creation, work, know-how, data, technical or business information, invention (whether patentable or not), design (whether registrable or otherwise), process, formula, copyright work, database, which is created, devised, developed or discovered by the Supplier during the provision of the Services either alone or with any other person.

Effective Date: the date on which the Statement of Work is Approved by the Supplier.

Fees: Managed Services fees and/or Consultancy fees and/or any other fees or charges set out in the Statement of Work.

Hosting Services: The cloud-based hosting services described in the Statement of Work, if any.

Incident – Any unplanned interruption to an Atlassian product or service that affects normal operation.

Intellectual Property Rights: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Managed Services: those Support Services and/or Hosting Services which the Supplier agrees to provide to the Client pursuant to a Statement of Work.

Minimum Viable Product (MVP): the simplest version of an idea that solves the core problem or provides a key benefit. It's a way to quickly launch a basic version of a product to gather feedback from users. By doing this, parties learn what works, what doesn't, and make informed improvements.

Payment Terms: The terms relating to invoicing and payment, with payment due as outlined in the payment terms in the Supplier's invoice.

Products: The Atlassian proprietary software, and such applicable Atlassian or third party software offerings, including, without limitation all updates, revisions bug-fixes, upgrades and enhancements thereto, each as described in the Statement of Work.

Project Limitations: any limitations, contingencies, prerequisites, conditions or constraints referred to in the Statement of Work.

Project Milestone: A date by which a part of the Project is estimated to be completed, as set out in the Statement of Work.

Security & Backup Policy: The Supplier's security & backup policy is available (if applicable) to the client.

Service Catalog: The document agreed upon by the parties detailing, amongst others, the Service Levels, delivery and availability of the Managed Services.

Service Commencement Date(s): the date(s), as applicable and as set out in the Statement of Work, from which the Services will be provided.

Service Levels: Means the service level responses and response times in relation to the Services (if applicable) as set out in the Service Catalog.

Services: The Professional Consultancy Services and/or the Product Support Services as described in the Statement of Work.

Software: such configurations, scripts, or software programs created by the Supplier that may be delivered to the Client by the Supplier

Software License: The license/s from Atlassian under which the Client uses the Software, including all applicable terms and conditions.

Statement of Work (SOW): The document which is issued to the Client by the Supplier describing the key aspects of the Services. The Statement of Work shall be binding once the Supplier accepts the Client's Approval, either expressly or by delivering Services pursuant to the approved Statement of Work.

Supplier: VMotion IT Solutions Ltd, (company registration no. 489707) with the registered office at Unit A, Innovation House, Plassey Park Road, Technology Park, Plassey, Limerick, Ireland. V94 409T.

Support Services: The support services described in the Statement of Work. Technical assistance provided by the Provider relating to Atlassian products (Jira, Confluence, Bitbucket, etc.), including troubleshooting, configuration, performance tuning, user management, and

issue resolution.

Service Engagement – A scheduled or on-demand consulting engagement initiated by the Client to deliver specific outcomes, including workflow design, integration projects, upgrades, or system optimization.

Support Hours – The number of prepaid hours purchased by the Client for use across Support Services and Service Engagements, as defined in the selected Support Package.

Response Time – The time between the creation of a ticket and the Supplier's acknowledgement

Resolution Time – The time between acknowledgement of an incident and provision of a resolution or workaround.

Term: The time period, generally defined in the Statement of Work, during which the Services are provided.

Terms: These General Terms and Conditions.

Third Party Terms: Third party terms applicable to the use of any Apps.

Third Party Content: Third party materials, software, data, information or other content.

Usage Limits: The usage limits applicable to the Services, whether with respect to capacity, users or otherwise, details of which are set out in the Statement of Work.

Website: The Supplier's website at www.vmotionitsolutions.com

3. SCOPE OF SERVICES

3.1 Provision of Services

The Supplier shall deliver to the Client consulting services and functional support relating to Atlassian software products and third-party Atlassian Marketplace applications (the “Products”), as set out in the applicable Statement of Work (“SOW”). For the purposes of these Terms, functional support shall mean guidance, advisory assistance, configuration recommendations, and issue analysis concerning the features and intended functionality of the Products. Functional support shall expressly exclude operational support, incident resolution, managed services, system administration, infrastructure management, hosting, monitoring, performance tuning, patching, upgrades, end-user helpdesk services, or any comparable activity, unless expressly agreed in writing in the SOW.

3.2 Scope of Functional Support and Consulting Services

The Services that may be provided under this Agreement, if listed in the SOW, include:

- (a) Functional support and consulting for Jira, Confluence, and Bitbucket (Cloud or Data Centre);
- (b) Workflow configuration and optimisation;
- (c) Functional support for Atlassian Marketplace applications;
- (d) User-management and permissions audits and recommendations;
- (e) Monthly or quarterly health checks and reporting;

3.3 Third-Party Products

The Client acknowledges that the Products are third-party services and that all licences, availability, functionality, performance, service levels, and security obligations relating to the Products are governed exclusively by the applicable licensor terms. The Supplier shall have no liability arising from or relating to the performance, functionality, availability, modification, support, or security of the Products or any other third-party vendor products.

3.4 Custom Deliverables

Custom consulting outputs, project-based work, and any activities outside the definition of functional support shall only be delivered where specifically described in Schedule A — Statement of Work. Any activities not expressly defined in the SOW shall be deemed "out of scope" and subject to a separate written agreement.

3.5 Exclusions

Unless expressly set out in the SOW, the Services do not include: operational support; managed services; performance tuning; product issue remediation; infrastructure support; hosting;

patching or upgrades; incident response; or acting as the Client's system administrator. The Supplier shall not be responsible for the Client's internal processes, decision-making, internal approvals, or implementation of recommendations provided as part of the Services.

4. SERVICE ENGAGEMENT AND INVOCATION PROCESS

4.1 Service Invocation

The Client may invoke Support Services or request consultancy services under this Agreement through the Supplier's designated support portal, email address, or telephone number, as communicated during onboarding. Only authorised Client representatives, as recorded in the Statement of Work or associated account documentation, may invoke services pursuant to this Agreement.

4.2 Support Requests

Support Services may be invoked at any time through the channels specified in clause 4.1. Support requests shall include a clear description of the issue, the affected Product, and the severity level. The Supplier shall deliver functional support and guidance only, in relation to configuration, usage, and best-practice application of the Products. For the avoidance of doubt, the Supplier shall not be responsible for correcting product defects, performance issues, outages, or other technical faults inherent to Atlassian Products or Marketplace applications. Where a request is made by telephone, the Supplier shall create a corresponding support record for traceability

4.3 Scheduling of Consultancy Services

For planned consultancy engagements, the Client shall submit the request no fewer than **five (5) business days in advance**. The Supplier shall use reasonable efforts to accommodate the Client's requested schedule; however, all consultancy services remain subject to resource availability and shall not be binding until confirmed in writing by the Supplier, either by email or through the support portal.

4.4 Acknowledgement of Requests

The Supplier shall acknowledge service requests in accordance with the applicable Service Level Agreement referenced in Section 6 of this Agreement.

4.5 Time Consumption and Records

Time incurred for Support Services shall be deducted from the Client's available allocation in minimum increments of **thirty (30) minutes**, rounded up to the nearest quarter hour. Time incurred for consultancy services shall be recorded on an actual time-spent basis. The Supplier shall provide the Client with a monthly summary of utilised hours.

5. SERVICE DELIVERY MODELS

5.1 Delivery Modes

Services under this Agreement shall be delivered primarily **remotely** via secure communication channels, including email, support portal, and video conferencing, in accordance with the invocation procedures set out in **Section 4**. On-site delivery may occur **where necessary** and shall be subject to mutual agreement. **On-site engagements** shall be subject to prior agreement between the Parties, and any associated costs shall be determined through separate negotiation.

5.2 Working Hours

Unless otherwise stated in the Statement of Work (SOW) or agreed in writing, Services shall be provided during standard business hours, being **09:00 to 17:00 Dublin time, Monday through Friday**, excluding Republic of Ireland public holidays.

5.3 Responsibility and Limitations

The Supplier shall deliver Services in accordance with the delivery model agreed with the Client. The Supplier shall not be responsible for the availability, performance, or security of third-party Products or Client infrastructure, including connectivity, hosting, or system availability outside the Supplier's control. Temporary adjustments to service delivery may occur due to consultant availability, public holidays, or other unavoidable circumstances, and the Supplier shall use reasonable efforts to minimise any impact on the Client.

5.4 Hourly Block Retainer (Pooled Hours)

(a) **Purchase and Validity:** The Client may purchase blocks of support hours to be used each month. Support hours will be utilised in response to Client Support Requests and will be deducted from the purchased hours on a "first in, first out" basis. Hours shall remain valid for **ninety (90) days** from purchase unless otherwise agreed in writing.

(b) **Unused Hours:** Hours not used within the validity period are non-refundable but may be rolled over **once** for a period of thirty (30) days, if agreed.

(c) **Usage Tracking:** The Supplier shall provide a monthly summary of hours utilised by the Client.

(d) **Overage:** Any additional hours utilised beyond those available at the time of the Support Request shall be invoiced at the standard hourly rate applicable to the consultant band.

(e) **Standard Support Hours:** Hours are utilised only during the standard working hours defined in clause 5.2.

5.5 Fixed Monthly Plan (Optional)

Where agreed in the SOW, the Client may subscribe to a fixed-rate monthly support plan

covering a pre-defined service package. The plan may include, for example, a set number of support hours per month subject to the SLA provisions defined elsewhere. Any additional services beyond the agreed package shall be subject to a separate agreement and invoicing.

5.6 On-Site Service

The Parties acknowledge that on-site services may be requested by the Client. The rates, invoicing, and conditions for such on-site engagements shall be **agreed in writing between the Parties prior to the engagement.**

Section 6

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CONSULTANT BANDS AND DAY RATES

Consultant Bands and Roles

The Supplier shall provide consulting services through personnel classified into the following bands:

Band	Consultant Role	Description	Day Rate (excl. VAT)
Band 1	Atlassian Support Engineer	Entry-level technical consultant providing routine support and basic configuration assistance.	GB£700.00/day
Band 2	Senior Atlassian Consultant	Experienced consultant skilled in complex workflow design, integrations, and system optimisation.	GB£850.00/day
Band 3	Subject Matter Expert (SME)	Expert-level consultant overseeing solution delivery, governance, and strategic alignment.	GB£1,000.00/day

Application of Day Rates

(a) A standard consultancy day shall consist of **eight (8) hours**, unless otherwise agreed in writing.

(b) Hours shall be billed in full-day increments, and any partial days shall be rounded up to the next full day.

On-Site Consultancy

Where on-site consultancy is requested by the Client, the standard day rate shall apply, plus additional costs for travel and accommodation. The Supplier shall confirm any on-site costs in writing prior to commencement of the engagement.

Changes to Day Rates

The Supplier reserves the right to revise day rates from time to time, provided that any change shall not apply to engagements already confirmed in a signed Statement of Work. Revised rates shall be communicated in writing to the Client.

Section 8

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9. PROVISION OF SERVICES AND WARRANTIES

9.1 Standard of Performance

The Supplier shall provide the Services in a professional and workmanlike manner, consistent with industry standards, and in accordance with the descriptions and deliverables set out in the applicable Statement of Work (SOW). The Supplier shall exercise reasonable skill, care, and diligence in the performance of its obligations under this Agreement.

9.2 Cooperation and Client Obligations

The Supplier shall co-operate with the Client and, to the extent within the scope of this Agreement, comply with all reasonable instructions provided by the Client. The Client shall ensure that its personnel provide all necessary information, access, and assistance to enable the Supplier to perform the Services effectively.

9.3 Disclaimer of Guarantees

The Supplier does not warrant that the Services will be uninterrupted, error-free, or entirely free from defects. The Supplier makes no representations or warranties that all issues or defects reported by the Client can or will be resolved.

9.4 Effect of Unauthorised Actions

Any modification, misuse, or unauthorised use of the Services by the Client or its representatives shall immediately void any warranties or obligations of the Supplier under this Agreement. The Supplier shall not be liable for any loss, damage, or failure arising directly or indirectly from such unauthorised actions.

9.5 Limitation on Reliance

The Client acknowledges that the Services are provided solely for the purposes described in the applicable SOW and that the Supplier's responsibilities are limited to the scope and specifications set forth therein. The Client shall not rely on the Services for purposes outside the scope of the Agreement without prior written consent from the Supplier.

9.6 Support Services

Where the Services include support as defined in Section 5 and Section 8, the Supplier shall provide such support in accordance with the applicable Service Level Agreement (SLA) set out in Section 6. The Supplier does not warrant that support services will prevent any issues or errors in third-party Products or systems outside the Supplier's control.

10. Term and Termination

10.1. Termination

Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (c) the other party is or may be (in the reasonable opinion of the first party) unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator or similar appointed or calls a meeting of its creditors or ceases for any other reason to carry on business.

10.2. On termination of the Agreement for any reason:

- (a) the Client shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the Supplier;
- (b) the Supplier will provide the Client with (if applicable) (i) a snapshot of server information, including relevant data, free of charge to enable the Client if required to restore the information on a third party server and (ii) such support and assistance as the Client may reasonably require in connection with the migration of the Services to a third party supplier, subject to payment of the Supplier's related fees and expenses; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- (d) Save in the event of termination of the Agreement by the Client under Clause 19.1, (if applicable) any unused Limited Hours Services, will be lost on termination or expiry of the Agreement.

10.3. Force majeure

The Supplier shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or

any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

10.4. Conflict

If there is an inconsistency between any of the provisions of the Agreement, the Statement of Work shall prevail over the Terms so long as reference is made to the provisions of the Terms with which they are inconsistent; and the Terms shall prevail over any documents referred to or incorporated into the Agreement.

10.5. Dispute resolution

5.1 If a dispute arises under or in connection with this Agreement (**Dispute**), including any Dispute arising out of any amount due to a party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (**Dispute Notice**) of the Dispute to the other party describing the issue in reasonable detail.

5.2 If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each party shall promptly (and in any event within five (5) Business Days):

(a) appoint a representative who has authority to settle the Dispute and (where available) is at a higher management level than the person with direct responsibility for the administration of this Agreement (Designated Representative); and

(b) notify the other party of the name and contact information of its Designated Representative.

5.3 Acting reasonably and in good faith the Designated Representatives shall discuss and negotiate to resolve the Dispute, including agreeing to the format and frequency for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party shall be complied with as soon as reasonably practicable).

5.4 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either party may proceed with any other available remedy.

5.5 Notwithstanding any other provision of this Agreement, a party may seek interim or other equitable relief necessary (including an injunction) where damages would be an inadequate

remedy.

This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the laws of Ireland.

10.6. Amendments or variations

The Supplier reserves the right to amend or vary these Terms at any time. The Supplier shall provide 30 days' notice of any such change(s), which shall take effect upon expiry of the said notice. In the event that the Client does not accept the changes, it has the right to terminate the Agreement prior to the end of the 30 day notice period. Save as aforementioned, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.7. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.8. Rights and remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

10.9. Severance

9.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

10.10. Entire agreement

10.1 The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

10.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or

understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

10.11. Assignment

Neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior, written consent of the other party. Such consent shall not be unreasonably withheld or delayed.

10.12. No partnership or agency

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

10.13. Third party rights

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts.

10.14. Notices

10.14.1 Any notice required to be given under the Agreement shall be in writing (which shall include email) and directed to the individual nominated by each party for the receipt of notices. Email notices shall be delivered to the usual email address of the said nominated individual. Hardcopy documents shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party, for the attention of the nominated individual, at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

10.14.2 A notice delivered by email shall be deemed delivered upon receipt of a successful send receipt and a notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

10.15. Governing law

The Agreement and any dispute or claim arising out of or in connection with it or its subject

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

10.16. Jurisdiction

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

11. FEES & PAYMENT TERMS

11.1 Invoicing

The Supplier shall issue invoices to the Client **monthly in advance of the service period**, unless otherwise specified in the applicable Statement of Work (SOW) or as expressly agreed in writing between the Parties.

11.2 Payment Terms

All invoices issued under this Agreement are payable within fifteen **(15) calendar days** from the invoice date (**"Net 15"**). Services shall commence only upon receipt of the corresponding payment, including for new engagements or renewals, unless otherwise agreed in writing between the Parties.

11.3 Late Payment

Any undisputed amounts not received by the due date shall accrue interest at a rate of **1.5% per month** (or the maximum permitted by law, if lower), calculated daily from the due date until the date of actual payment. The Supplier reserves the right to suspend services or withhold deliverables until all overdue amounts are settled in full.

11.4 Disputed Charges

If the Client, acting reasonably and in good faith, disputes any portion of an invoice, it shall notify the Supplier in writing within **seven (7) days** of receipt of the invoice, identifying the disputed amount and the basis for the dispute. The Client shall pay all undisputed portions of the invoice when due. The Parties shall cooperate promptly to resolve any disputes.

11.5 Adjustments and Fair Use Policy

The Supplier reserves the right to review and, if necessary, adjust pricing or service allocation in accordance with the *Fair Use Policy* set out in **Sub-section 8.3(f)**, should actual usage or consultant mix materially deviate from reasonable or agreed expectations.

11.6 Expenses and Additional Costs

Where services necessitate travel, on-site attendance, or other out-of-pocket expenses, such costs shall be **pre-approved by the Client** and charged **at cost**, together with any applicable taxes, in addition to the agreed service fees.

11.7 Set-off and Withholding

The Client shall not be entitled to withhold or set off any payments due under this Agreement against any other amounts, unless expressly agreed in writing by the Supplier.

11.8 Fee Revisions

The Supplier reserves the right to revise its fees annually or upon renewal of this Agreement,

provided that any such revision shall be communicated to the Client **at least thirty (30) days in advance** and shall not apply retroactively.

12. Data protection

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.2 The parties acknowledge that:

(a) if the Supplier processes any Personal Data on the Client's behalf when performing its obligations under the Agreement, it shall do so either as Data Processor for the purposes of the Data Protection Legislation or else as a sub-processor under Article 28(2) GDPR;

(b) The Data Processing Agreement will describe the scope, nature and purpose of processing by the Supplier, duration of the processing, types of Personal Data and categories of Data Subject where Personal Data is processed in terms of this Agreement; and if (c) not applicable delete or amend to read “not transferable outside the EU or the country where the client operates within.

(c) By consent and in a written agreement the Personal Data may be transferred or stored outside the European Economic Area (EEA) or the country where the Client is located in order to carry out the Services and the Supplier's other obligations under the Agreement.

12.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Client's behalf. The Client hereby agrees to indemnify and hold the Supplier harmless from and against any and all liability, actions, claims, damages and other costs arising from or relating to any breach of the Client's said obligations and/or any claim or action brought by any Data Subject(s), other than any claim resulting from the Supplier's breach of the terms of the Agreement.

12.4 The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

(a) that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws applicable to the Supplier to process Personal Data (“Applicable Laws”). Where the Supplier is relying on Applicable Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or

destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) not transfer any Personal Data outside of the EU/EEA unless the following conditions are fulfilled:

(i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer. If cross border transfer of Personal Data occurs, the Client authorises the Supplier to enter into SCC/Standard Contractual Clauses compliant with GDPR.

(ii) with the third-party processors in the Client's name and on its behalf, when these are necessary. SCC/Standard Contractual Clauses means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries.

(iii) the Data Subject has enforceable rights and effective legal remedies;

(iv) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(v) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(d) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Client without undue delay (within 48hrs) on becoming aware of a Personal Data breach;

(f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance.

12.5 The Client may in a written agreement authorise the Supplier to appoint third-party processors of Personal Data under this Agreement. The Supplier can confirm it may enter or (as the case may be) or will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.

For all questions regarding Atlassian compliance visit the [Atlassian Trust Center](#)

13. Confidentiality

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

- (i) is or becomes publicly known other than through any act or omission of the receiving party;
- (ii) was in the other party's lawful possession before the disclosure;
- (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (iv) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

13.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.5 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

13.6 The Supplier acknowledges that Client Data and Client Background IP are Confidential Information of the Client. The Client acknowledges that the Supplier Background IP is Confidential Information of the Supplier.

13.7 This clause shall survive termination of the Agreement, however arising.

13.8 The Supplier shall be permitted to use the Client's name on its website and for service credentials purposes. Save for that limited right, neither party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14. Non-Solicitation

14.1 Non-Solicitation of Personnel

During the term of this Agreement and for a period of twelve (12) months following its termination or expiry (for any reason), neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit, induce, or attempt to induce any employee, contractor, or consultant of the other Party who was involved in the performance of the Services, to leave their employment or engagement with that Party.

14.2 Remedies

Each Party acknowledges that any breach of this Clause may cause the other Party substantial and irreparable harm for which monetary damages alone may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

15. Intellectual Property Rights

15.1. Pre-Existing Materials.

Each party shall retain all right, title, and interest in and to any software, documentation, templates, methodologies, data, tools, or other materials owned or developed by such party or its licensors prior to the Effective Date of this Agreement or developed independently of this Agreement without use of the other party's Confidential Information ("**Pre-Existing Materials**"). Except as expressly stated herein, nothing in this Agreement transfers or assigns ownership of either party's Pre-Existing Materials.

15.2. Ownership of Deliverables

(a) **Client Ownership.** Subject to Sections 3 and 4 below, all reports, analyses, process documentation, configurations, workflows, mappings, training materials, and other deliverables specifically created for the Client under an applicable Statement of Work (collectively, the "**Deliverables**") shall, upon full payment of all fees due, be owned by the Client.

(b) To the extent any Deliverable incorporates or is derived from the Supplier's Pre-Existing Materials or Background IP, the Client shall own only the Deliverable as a compiled work, and the Supplier shall retain ownership of its Pre-Existing Materials and Background IP.

15.3. Supplier Background IP

The supplier retains all right, title, and interest in and to its Pre-Existing Materials, proprietary software tools, frameworks, templates, scripts, utilities, methodologies, and know-how, whether or not used in the performance of the Services ("**Background IP**"). To the extent any Background IP is incorporated into or necessary for the use of the Deliverables, the Supplier grants to the Client a **perpetual, worldwide, non-exclusive, royalty-free license** to use, reproduce, modify, and display such Background IP **solely for the Client's internal business purposes** in connection with the Deliverables.

15.4. SaaS and Third-Party Materials

(a) The Client acknowledges that certain Services may involve the configuration or implementation of software, platforms, or systems owned or licensed by third parties ("**Third-Party Materials**"), including SaaS solutions. The Client's rights to use such Third-Party Materials are governed exclusively by the applicable third-party license or subscription terms.

(b) The Supplier shall not be responsible for any limitation, restriction, or termination imposed by such third-party licensors, provided that the Supplier identifies any Third-Party Materials to be used under each applicable Statement of Work.

15.5. Residual Knowledge

Notwithstanding anything to the contrary, the Supplier may retain and use general ideas, concepts, know-how, and techniques that are retained in the unaided memory of its personnel

concepts, know-how, and techniques that are retained in the unaided memory of its personnel after performing the Services, provided such use does not result in the disclosure or use of the Client's Confidential Information or proprietary data.

15.6. License to Use Client Materials

The Client grants to the Supplier a limited, non-exclusive, non-transferable, royalty-free license to use the Client's systems, software, data, and other materials as reasonably necessary for the performance of the Services. Such license shall automatically terminate upon completion or termination of the applicable Statement of Work.

15.7. Deliverables Pending Payment

Until all fees payable under the applicable Statement of Work have been paid in full, the Deliverables shall be deemed licensed, not assigned, and the Client shall have only a temporary, non-exclusive right to use them for internal evaluation or acceptance purposes.

15.8. IP Indemnification

Each party shall defend, indemnify, and hold harmless the other party from and against any third-party claim alleging that materials or Deliverables provided by such party infringe or misappropriate any intellectual property right, subject to the indemnification procedures set forth in this Agreement.

- The Client retains all rights to its data and configurations.
- The Supplier retains rights to proprietary tools, scripts, templates, and know-how used during the engagement.

16. Liability Limitation

Except as expressly provided otherwise in this Agreement, the total aggregate liability of either party and its affiliates, and their respective officers, directors, employees, contractors, and agents, for any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to this Agreement or the performance or nonperformance of the Services, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total amount of fees paid or payable by the Client to the Service Provider under the applicable Statement of Work that is the subject of the claim during the twelve (12) months immediately preceding the event giving rise to such liability.

Total liability shall not exceed the total fees paid by the Client in the preceding six months.

The limitations set out in this section shall not apply for damages arising out of breach of section 13 Confidentiality, any sections concerning Intellectual Property Rights, to damages caused by either Party's or their Affiliates or Subcontractors gross negligence or willful misconduct, or to injury to life and/or health.

The Parties shall take all reasonable measures in order to prevent or limit any damage, provided that it can be done without unreasonable cost or inconvenience.

Section 17

This section has been left blank on purpose.

18. CHANGE CONTROL

18.1 Change Requests

Either Party may propose a change to the scope of Services, Deliverables, timelines, Service Levels, or other terms of this Agreement or any Statement of Work ("SOW") by submitting a written Change Request to the other Party. Each Change Request shall include:

- (a) a clear description of the proposed change;
- (b) the reason for the change; and
- (c) the expected impact on cost, schedule, resources, Service Levels, and Deliverables.

18.2 Evaluation of Change Requests

Upon receipt of a Change Request form completed and signed, the Service Provider shall promptly assess and provide the Client with:

- (a) a detailed written impact assessment describing the effect of the change on the scope, technical requirements, project plan, cost, and SLAs;
- (b) any alternative solutions or mitigation measures to minimize schedule or cost impact; and
- (c) a recommendation on implementation.

The Client shall have sole discretion to accept, reject, or modify any proposed change.

18.3 Approval and Documentation

No Change Request shall be effective unless approved in writing by an authorised representative of the Client ("Approved Change"). The Service Provider shall not proceed with any work or incur costs related to a Change Request without such written approval. Each Approved Change shall be documented in a signed change order or amendment referencing the applicable SOW and incorporated into this Agreement.

18.4 Impact on SLAs

If a Change Request or Approved Change affects Service Levels or performance metrics, the Service Provider shall promptly identify such impacts in its written assessment. Any changes to SLAs shall not be effective unless expressly agreed in writing by the Client.

Unless otherwise approved, all existing SLAs shall continue to apply, and the Service Provider remains responsible for meeting agreed performance standards. No SLA relaxation shall be implied due to pending or proposed changes.

18.5 Client-Caused Delays

The Service Provider shall immediately notify the Client in writing of any event it reasonably believes may delay performance due to the Client's actions or omissions. The notice must specify the cause, expected duration, and mitigation plan.

Any claim by the Service Provider for adjustment of time or fees arising from a Client-caused delay shall:

- (a) be supported by detailed documentation;
- (b) be submitted within **five (5)** business days of becoming aware of the issue; and
- (c) be subject to the Client's written approval.

Failure to comply with this procedure shall waive the Service Provider's right to such adjustment. The Service Provider shall take all reasonable steps to minimize the impact of any such delay.

18.6 Change Budget or Allowance for Minor Changes

Each SOW may include a **Change Budget or Allowance** for minor, low-impact changes (e.g., not exceeding **[__]% of the total SOW value** or **[€__]** in aggregate).

- (a) Minor changes within this allowance may be approved in writing (including email) by the Client's project manager.
- (b) The Service Provider shall track and report all use of the Change Budget.
- (c) Any excess beyond the allowance shall require a formal Change Request and written approval from the Client.
- (d) The Client shall not be obligated to increase the Change Budget or approve additional costs beyond agreed limits.

18.7 Effect on Performance and Fees

The Service Provider shall continue to perform the Services in accordance with the existing SOW until an Approved Change is executed.

The Service Provider shall not suspend, delay, or alter performance due to a pending Change Request. No additional fees, costs, or schedule extensions shall be incurred without the Client's prior written approval.

18.8 Emergency Changes

In the event of an emergency requiring immediate modification to prevent significant harm to systems, data, or operations, the Service Provider may implement temporary measures, provided that:

- (a) it notifies the Client immediately (within 24 hours); and
- (b) the Parties promptly document the change through the standard Change Control process.

The Service Provider shall bear the cost of any emergency change arising from its own acts, omissions, or failures to perform.

18.9 Record Keeping

The Service Provider shall maintain a comprehensive Change Log regarding all Changes

The Service Provider shall maintain a comprehensive **Change Log** recording all Change Requests, impact assessments, approvals, and implementation details. The Client shall have the right to review this log and related documentation at any time upon reasonable notice.

Any modifications to scope, pricing, or SLA tiers must be agreed upon **in writing** and signed by both parties.

Annex B - Change Request Form must be completed and signed from both supplier and client.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Client
Name: _____ Title: _____ Date: _____ Signature: _____	Name: _____ Title: _____ Date: _____ Signature: _____