

CONSULTING HAILING SERVICES LTD

FRAMEWORK TERMS AND CONDITIONS

These terms and conditions are made between Consulting Hailing Services T/A The Cloud Integration Corporation (“we” “us” “our” or “Supplier”) and the customer who orders our services (“you” or “Customer”).

BACKGROUND

- (A) We develop software and enterprise task development solutions for customers that use cloud-based financial, human resource management and Project Management software provided by Workday Inc, Airtable Inc and other software vendors.
- (B) You wish to use our services and we have agreed to provide, and you have agreed to take and pay for, our services.
- (C) On each occasion that we provide you with services, we will enter into a contract with you that is governed by these framework terms and conditions.

Agreed terms

- 1. These conditions
 - 1.1 Your use of our services is governed by these framework terms and conditions (the Conditions) and accordingly these Conditions form part of the contract that is created when we issue an estimation in response to an Enterprise Task Request that you submit.
 - 1.2 Your use of our services includes the ability to enter into further transactions with us, use additional services and make purchases electronically. You acknowledge that your signature or electronic assent constitutes your acceptance that these Conditions apply to each further transaction, use of additional services and electronic purchases.

- 1.3 In our sole discretion we may accept or reject any request for integration services that you submit to us. Only an estimation issued by us in accordance with these Conditions constitutes our acceptance of your request for integration services.

CONTENTS

CLAUSE

1.	<i>These conditions</i>	1
2.	<i>Interpretation</i>	1
3.	<i>Enterprise Task Request</i>	5
4.	<i>Estimation</i>	5
5.	<i>Terms of the Contract</i>	6
6.	<i>The Project</i>	7
7.	<i>Customer's obligations</i>	10
8.	<i>Change control</i>	12
9.	<i>Acceptance testing</i>	13
10.	<i>Support Services</i>	13
11.	<i>Charges and payment</i>	15
12.	<i>Intellectual Property Rights</i>	16
13.	<i>Data Protection</i>	17
14.	<i>Confidentiality</i>	20
15.	<i>Limitation of liability</i>	22
16.	<i>Termination</i>	23
17.	<i>Force majeure</i>	24
18.	<i>Waiver</i>	24
19.	<i>Rights and remedies</i>	25
20.	<i>Severance</i>	25
21.	<i>Entire agreement</i>	25
22.	<i>Assignment</i>	26
23.	<i>No partnership or agency</i>	26

24.	<i>Third party rights</i>	26
25.	<i>Notices</i>	26
26.	<i>Governing law</i>	27
27.	<i>Jurisdiction</i>	27

2. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

2.1 Definitions:

- 1 Assumptions: the assumptions on which an Estimation is based, as set out in or referred to in the Contract.
- 2 Bespoke Software: Refers to software programs developed by the Supplier specifically for the Customer as part of a Project, as outlined and specified in the Contract. Bespoke Software is tailored to meet the unique requirements and specifications of the Customer's specific needs.
- 3 Packaged Software: Refers to software programs, such as HRT-Control, developed by the Supplier to address a specific problem or provide a solution that caters to common use cases. Packaged Software is supplied as is to the Customer as part of the Project, as outlined and specified in the Contract. It is not customised or tailored to the specific requirements of an individual Customer unless mutually agreed upon by both parties in writing as part of contract negotiations.
- 4 Confidential Information: information of commercial value, in whatever form or medium, disclosed by the party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies.
- 5 Contract: each contract created by the submission of an Enterprise Task Request by the Customer and the issue of an Estimation by the Supplier based upon the Assumptions, subject to and in accordance with clauses 3, 4 and 5.
- 6 Customer: the person, firm or company who purchases Services from the Supplier.
- 7 Customer Inputs: all information and actions that the Customer is required to provide or take in relation to a Project as set out in, or contemplated by, the Contract.
- 8 Customer Software: software programs to be supplied by the Customer (including its licensors and affiliates) as described in, or contemplated by, the Contract.
- 9 Customer's Project Manager: the Customer's manager for a Project appointed in accordance with clause 7.1(a).
- 10 Defect: an error, bug or failure:

- 11 (a) in Project Software, to be corrected in accordance with clause 9
(*Acceptance Testing*); or
- 12 (b) in Supported Software, to be corrected in accordance with clause 10
(*Support Services*) provided always that the Supplier has agreed to provide
Support Services in relation to Supported Software in a Contract.
- 13 Deliverables: means:
- 14 (a) the Project Software: and
- 15 (b) all other products and materials (if any) developed by the Supplier in
relation to a Project in any media, including, without limitation, computer
programs, data, diagrams, reports and specifications.
- 16 Enabling Software: third party software programs necessary to a Project which are
supplied by Vendors.
- 17 Estimation: an estimation of the Services to be provided by the Supplier in accordance
with clause 4.
- 18 Enterprise Development Task: The Supplier defines an enterprise development task as
any complex code or configuration required to perform enterprise tasks at scale,
including but not limited to: Data Integrations, Data Reports, Data Automations, Process
Automations, Application Programmable Interfaces (APIs).
- 19 Enterprise Task Request: a request for enterprise task development services that is
completed by the Customer in the form made available on the Supplier's website and in
accordance with clause 3. Intellectual Property Rights: patents, rights to inventions,
copyright and related rights, trade marks, trade names, domain names, rights in get-up,
rights in goodwill or to sue for passing off, unfair competition rights, rights in designs,
rights in computer software, database rights, topography rights, moral rights, rights in
confidential information (including without limitation know-how and trade secrets) and
any other intellectual property rights, in each case whether registered or unregistered,
and including without limitation 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.
- 20 Mandatory Policies: any policies that the Supplier (acting reasonably) adopts from time
to time in accordance with applicable law or good industry practice in relation to matters

- including but not limited to, modern slavery and human trafficking, corporate and social responsibility policy, ethics and anti-bribery policy and expenses.
- 21 Modified Software: modifications to Workday, Airtable or any other Software made by the Supplier for inclusion in a Project in accordance with the Contract.
- 22 Out-of-scope Services: either of the following services:
- 23 (a) any services provided by the Supplier in connection with any apparent problem regarding the Supported Software reasonably determined by the Supplier not to have been caused by Defect in the Supported Software a cause outside the Supplier's control (including any investigational work resulting in such a determination) or
- (i) any improper use, misuse or unauthorised alteration of the Supported Software by the Customer, Vendor or third party;
 - (ii) any use of the Supported Software by the Customer, Vendor or third party in a manner inconsistent with the Documentation;
 - (iii) the use by the Customer, Vendor or third party of any hardware or software not provided by the Supplier or approved by the Supplier for use by the Customer in connection with the Project Software; or
 - (iv) the use of a non-current, incorrect or modified version or release of the Project Software; or
- 24 (b) any services that the Supplier determines (acting reasonably) must be provided by an individual whose qualification or experience is different to the qualification or experience of the Supplier.
- 25 Pre-existing Materials: materials which existed before the commencement of a Project.
- 26 Project: any project as described in a Contract in accordance with clause 6.1.
- 27 Project Plan: a plan for achieving a Project as described in a Contract;
- 28 Project Milestone: a date by which a part of a Project is estimated to be completed, as set out in an Estimation.
- 29 Project Software: means:

30 (a) the Bespoke Software; and

31 (b) the Modified Software; and

32 (c) the Packaged Software.

33 Services: the services to be provided by the Supplier under the Contract.

34 Supplier's Project Manager: the Supplier's manager for a Project, appointed in accordance with clause 6.9.

35 Support Fees: the support fees:

36 (a) set out in a Contract; or

37 (b) if none are set out in a Contract, the Supplier's standard support fees as published from time to time.

38 Service Levels: the service level responses and response times referred to in the table appended to these Conditions or published by the Supplier from time to time or provided to the Customer.

39 Support Request: a request made by the Customer to correct a Defect in the Supported Software or for support in relation to the Supported Software made via the Supplier's ticketing system or via an email template provided by the Supplier to the Customer).

40 Support Services: the services to be provided by the Supplier in accordance with clause 10 and any support terms set out in an Estimation.

41 Supported Software: the software programs in respect of which the Supplier has agreed to provide Support Services, as expressly specified in a Contract.

42 Workday Licences: the licenses granted by Workday to the users of Workday Software or related to use of the Workday Studio.

43 Workday Software: any standard software programs proprietary to Workday.

44 Workday Studio: the software development environment owned by Workday that permits Workday customers and third parties to build and maintain software that integrates with Workday's cloud-based management software;

45 Workday: Workday, Inc. a US public corporation;

- 46 Vendor: means a third party that provides software (or related services) in relation to a Project including, as the case requires, Enabling Software or Customer Software;
- 47 VAT: value added tax chargeable under Irish law for the time being and any similar additional tax.
- 2.2 Condition, Schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 A reference to writing or written and includes email.
- 2.9 References to Conditions and Schedules are to the Conditions and Schedules of these Conditions and references to paragraphs are to paragraphs of the relevant Schedule.
3. Enterprise Task Request
- 3.1 An Enterprise Task Request submitted by the Customer constitutes an offer by the Customer to purchase the Services.
- 3.2 The Supplier may:

- (a) accept an Enterprise Task Request by issuing an Estimation to the Customer (which is subject to any conditions that may be included in an Estimation including any Assumptions); or
- (b) request further and/or better information in relation to an Enterprise Task Request; or
- (c) reject an Enterprise Task Request,

and for the avoidance of doubt, no Contract is formed in the case of either (b) or (c).

4. Estimation

4.1 In response to an Enterprise Task Request submitted by a Customer, the Supplier may issue an Estimation:

- (a) describing a Project and a detailed plan for achieving such Project based upon the Assumptions;
- (b) setting out an estimated timetable including any Project Milestones; and
- (c) confirming (and/or modifying) the Project Plan; and
- (d) setting out the responsibilities of each of the parties in connection with the provision of the Services by the Supplier.

4.2 Subject to clause 4.3, the issue of an Estimation by the Supplier to the Customer shall establish a Contract for the supply and purchase of Services. The Contract is, and will continue to be at all times, subject to:

- (a) the Customer satisfying, complying with, providing and/or performing (as the case requires) each of the following:
 - (i) the Assumptions,
 - (ii) the Customer Inputs; and
 - (iii) the terms contained in these Conditions,
- (b) the information provided in an Enterprise Task Request being true and accurate and not misleading,

in each case as determined by the Supplier acting reasonably but otherwise in its absolute discretion.

4.3 The Supplier relies upon and bases each Estimation on the information contained in the relevant Enterprise Task Request. If such information proves to be incorrect, inadequate or misleading the Supplier may notify the Customer of the shortcomings and withdraw its Estimation with immediate effect (in which case the Supplier shall not be bound by such Estimation and the Customer hereby releases the Supplier and waives all claims and rights against the Supplier in relation to such Estimation). The parties shall use all reasonable endeavours to resolve the shortcomings in the Enterprise Task Request and modify it until the Supplier is able to issue a revised Estimation. The process in this clause shall be repeated until the Enterprise Task Request is acceptable to the Supplier and the Supplier issues a revised Estimation.

5. Terms of the Contract

5.1 The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, an Enterprise Task Request shall not govern the Contract.

5.2 These Conditions shall:

- (a) apply to and be incorporated in the Contract;
- (b) incorporate any Mandatory Policies; and
- (c) prevail over any inconsistent terms or conditions contained in, or referred to in, the Enterprise Task Request submitted by the Customer or any other correspondence, confirmation of order, specification, or any terms implied by law, trade custom, practice or course of dealing (save for the terms contained in the Estimation).

5.3 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

6. Projects

6.1 In relation to each Project described in a Contract, the Supplier shall:

- (a) develop the Bespoke Software and make it available within the Workday Studio or configure Solutions using other Workday solutions (for example, EIB, Document Transformation, Connectors, Advanced Custom Reports enabled as APIs), (if any are specified in an Estimation);
- (b) make the modifications to the Modified Software within the Workday Studio or make the modifications to other Workday solutions (for example, EIB, Document Transformation, Connectors, Advanced Custom Reports enabled as APIs (if any are specified in an Estimation);
- (c) provide the Packaged Software and make it available to the Customer within the Consulting Hailing Services Airtable hosted environment (if any are specified in an Estimation).
- (d) integrate the Project Software with the Customer Software using either s/FTP/s or API delivery methods (if any are specified in an Estimation);
- (e) carry out, in conjunction with the Customer in accordance with clause 9, the Acceptance Tests;
- (f) provide the Project Management Services (if any are specified in an Estimation);
and
- (g) provide the Support Services (if any are specified in an Estimation),

in each case in accordance with, and subject to, the requirements and specifications contained in the Contract and the following provisions of this clause 6.

6.2 The Contract and the Assumptions shall be deemed to incorporate the following (save as may be otherwise expressly set out in the terms of a Contract):

- (a) Project Software:
 - (i) is not a complete system in itself and consists of integration software more particularly described as middleware that is designed to connect

- applications, tools and/or databases with the aim of facilitating the transfer of data and/or the provision of a unified service to users;
- (ii) does not include calculations in respect of data transfers or other functions facilitated by the Project Software;
 - (iii) does not include user interfaces; and
 - (iv) does not correct defects, faults, errors or failings in any of the Enabling Software, Customer Software or Workday Software unless this was the objective of the relevant Estimation,
- (b) the Customer will provide all Customer Software and Customer Inputs in timely fashion as required by the Supplier and in accordance with any Project Milestones or other timing requirements that the Supplier (acting reasonably) considers necessary for the proper and timely conduct of the Project;
- (c) the Customer shall procure the provision of and access to all Enabling Software as well as manage the relationship with (and the timely and complete delivery of deliverables by):
- (i) providers of Enabling Software; and
 - (ii) third parties that are required to provide (or it is contemplated should provide) software or information in relation to the Project,
- (d) the Customer is responsible for managing the Project Plan and ensuring that all Vendors comply with the Project Plan,

and the Supplier shall owe no responsibility or liability whatsoever in relation to any delay, failure or shortcoming in relation to any of the matters referred to above.

6.3 The Project Software shall:

- (a) be developed and installed (and is designed to operate) within the Workday Studio environment;
- (b) not be required to be installed by the Supplier outside of the Workday Studio environment (unless the Supplier is specifically required to do so by the terms of the Contract); and

- (c) remain subject, at all times, to the terms of the Workday Licences and the Customer acknowledges that it has received, read and understood the Workday Licences and agrees to be bound by the terms of the Workday Licences.
- 6.4 The Supplier shall use reasonable endeavours to complete each Project and to deliver the Deliverables to the Customer in all material respects in accordance with an Estimation (provided that the Supplier will not be required to manage such Project unless Project Management Services are expressly included in an Estimation).
- 6.5 In the event that any action or omission of the Customer causes the Services to be delayed, without limiting the rights or the remedies of the Supplier, the parties shall mutually agree on an extension of all relevant deadlines by a length of time equivalent to the delay so caused.
- 6.6 If an Estimation includes Project Management Services all works, duties and obligations to be carried out by the Supplier to manage a Project shall be as set out in the Estimation subject to the following provisions:
 - (a) the Supplier's Project Manager shall be given responsibility and commensurate authority for the overall progress of a Project and all questions regarding such Project shall be referred to him;
 - (b) the Customer's Project Manager shall co-operate with the Supplier's Project Manager and shall attend meetings scheduled by the Supplier's Project Manager at reasonable intervals not less than once a week to advise and assist the Supplier on all matters relating to a Project; and
 - (c) the provision of the employees and sub-contractors of the Supplier to carry out the management of a Project under the leadership of the Supplier's Project Manager shall be at the discretion of the Supplier's Project Manager (provided that any sub-contractors used by the Supplier must be first approved by the Customer (such approval not to be unreasonably withheld or delayed)).
- 6.7 The Supplier shall use reasonable endeavours to meet the performance dates specified in the Estimation, but any such dates shall be estimates only and time shall not be of the essence in a Contract.

- 6.8 In the event that any action or omission of the Customer causes the Services to be delayed, the parties shall mutually agree on an extension of all relevant deadlines by a length of time equivalent to the delay so caused.
- 6.9 The Supplier shall appoint the Supplier's Project Manager who shall have authority to contractually bind the Supplier on all matters relating to a Project. The Supplier shall use reasonable endeavours to ensure that the same person acts as Supplier's Project Manager throughout a Project, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.
- 6.10 Within a reasonable period after completion of a Project and upon request by the Customer, the Supplier will provide the Customer with Documentation in the form of a knowledge transfer document (also referred to as a "run document") which will condense the design contained in the Contract into a form suitable for users of the Project Software however such Documentation is not, for the avoidance of doubt, required to be in the form of a comprehensive user manual. Such Documentation may be supplied in electronic form.
- 6.11 The Supplier shall be entitled to provide the Services and perform any of the obligations undertaken by it through suitably qualified and skilled sub-contractors approved by the Customer (such approval not to be unreasonably withheld or delayed). Any act or omission of such sub-contractor shall, for the purposes of these Conditions, be deemed to be an act or omission of the Supplier.

7. Customer's obligations

7.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to a Project and appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to such Project;
- (b) provide in a timely manner access to such data and information that the Contract specifies or contemplates must be provided (or that the Supplier reasonably requests) and ensure that such data and information is accurate in all material respects, including without limitation:

- (i) the Customer Inputs;
 - (ii) the Customer's detailed requirements and specifications for the design of a Project;
 - (iii) sample files;
 - (iv) servers for secure file transfers (SFTP);
 - (v) permission to access to real data; and
 - (vi) a suitable test environment;
- (c) provide in a timely manner such access to the Customer's premises and such office accommodation and other facilities, as is requested by the Supplier (and be responsible (at its own cost) for preparing the relevant premises for the supply of the Services); and
- (d) at all times, the Customer is responsible for its own relationship with Vendors including obtaining each Vendor's agreement to a Project Plan and ensuring that Vendors deliver resources on the relevant dates in accordance with such Project Plan.
- 7.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 7.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of a Project, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier.

- 7.4 The Supplier shall use reasonable efforts to facilitate the accurate migration of any data required to be migrated under the terms of a Contract however the Supplier gives no warranties as to the completeness or accuracy of any data migration. For the avoidance of doubt the Customer shall be responsible for checking the accuracy and completeness of such migrated data and shall promptly give sufficient details to the Supplier of any inaccuracies or omissions in order to permit the Supplier to correct them. If such data includes Personal Data, the Supplier shall return all copies of such Personal Data to the Customer on completion of the data migration process.
8. Change control
- 8.1 The Customer's Project Manager and the Supplier's Project Manager shall meet (by electronic media) at least once every week to discuss matters relating to a Project. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 8.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Supplier's charges arising from the change;
 - (c) the likely effect of the change on the Estimation; and
 - (d) any other impact of the change on the terms of the Contract.
- 8.3 Within 10 working days of receipt of the written estimate referred to in clause 8.2, the Customer shall inform the Supplier in writing of whether or not the Customer wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed a variation of the Estimation specifying, in particular, any changes to the Services, a Project or the charges set out in the Estimation.
- 8.4 If a change to the scope of the Services is the result of the Assumptions being incorrect or incomplete or considerations arising that were not anticipated at the time the Contract was agreed:

- (a) the Customer shall not unreasonably withhold or delay consent to such change; and
- (b) the Supplier shall be under no obligation to continue work on a Project until the parties have complied with clause 8.3 and the Supplier shall not be liable to the Customer for any delay, additional costs or other liabilities that result from the such change or the circumstances necessitating such change.

9. Acceptance testing

9.1 The Customer shall have 10 days from completion of a Project (the "Testing Window") in which to test the Deliverables in order to assess compliance with the description, function and specifications set out in the Estimation. If prior to the conclusion of the Testing Window, the Customer has not provided written confirmation that it has identified a material defect in the Deliverables such period shall be deemed extended for an additional 7 days following which is no written confirmation or comments are received by the Supplier, the Deliverables shall be deemed accepted. Where the Customer provides comments on the Deliverables, the Supplier shall use all reasonable endeavours to modify the Deliverables so as include all such comments. On completion of such modifications, the process in this clause shall be repeated up until the Deliverables are accepted by the Customer.

10. Support Services

10.1 The Supplier shall only be obliged to provide Support Services in respect of Supported Software identified in a Contract and only to the extent that such Support Services are expressly set out in such Contract. This clause 10.1 shall be construed in accordance with, and is subject to, any contrary provisions regarding Support Services contained in a Contract.

10.2 The Supplier shall ensure that support is available to the Customer by telephone and e-mail in accordance with the Service Levels during Normal Working Hours in respect of the following:

- (a) remedying Defects in the Supported Software; and

- (b) providing technical support in relation to the Supported Software.
- 10.3 The Customer shall promptly notify the Supplier of all Defects by issuing a Support Request. Where such notification is made orally, the Customer must provide a Support Request within two (2) working days.
- 10.4 The Supplier shall respond to Support Requests within the allocated time indicated in the Service Levels, the Supplier shall acknowledge receipt of the Support Request and shall, in relation to Defects in the Supported Software, determine, in consultation with the Customer, how seriously such Defect affects the Customer's operations.
- 10.5 The Supplier shall:
 - (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
 - (b) respond to all Support Requests in accordance with the responses and response times specified in the Service Levels.
- 10.6 All Support Services shall be provided from the Supplier's office.
- 10.7 The Customer acknowledges that to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer's (or a Vendor's) premises, systems, files, equipment and/or personnel.
- 10.8 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's (or Vendor's) security requirements and other policies and procedures relating to contractors entering and working on third party premises as notified to the Supplier.
- 10.9 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- 10.10 The Supplier shall give the Customer regular updates of the nature and status of its efforts to deal with a Service Request.

- 10.11 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 10.12 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.
- 10.13 The Customer shall pay the Support Fees in advance of the period to which the Support Fees relate (or as otherwise agreed by the and the Supplier shall not be obliged to provide Support Services during any period for which the Services Fees have not been paid.
- 10.14 If the Supplier fails to provide Support Services in accordance with the Service Levels the Customer acknowledges that the Supplier may deduct a reasonable percentage of the Service Fee (Service Credit) that the Supplier determines (acting reasonably) to be attributable to the period in which the Supplier failed to provide the Support Services. The Service Credit shall be deducted from the Service Fee due to the Supplier in respect of the next payment period. The Customer acknowledges that such deduction of the Service Credit shall be the Customer's exclusive remedy for any failure to provide Support Services. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

11. Charges and payment

- 11.1 Where the Services are provided for a fixed price the total price for the Services shall be the amount set out in the Estimation. The total price shall be paid to the Supplier in instalments as set out in the Estimation on its achieving the corresponding Project Milestone. On achieving a Project Milestone, the Supplier shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in clause 11.2.

- 11.2 Any fixed price contained in the Estimation excludes:

- (a) any other ancillary expenses reasonably incurred by the Supplier's project team in connection with the Services (including the cost of hotel, subsistence, travelling etc) and the cost of any materials or services reasonably and properly

provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and

- (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 11.3 The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 30 days of receipt.
- 11.4 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Supplier's clearing bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
 - (b) suspend all Services until payment has been made in full.
- 11.5 Time for payment shall be of the essence of the Contract.
- 11.6 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This Condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 11.7 All amounts due under the Contract shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
12. Intellectual Property Rights
- 12.1 The Intellectual Property Rights in the Project Software (other than the Workday Software) are, and shall remain, the property of the Supplier, and the Supplier reserves the right to grant a licence to use such Project Software to any other party or parties.

- 12.2 The Supplier hereby grants to the Customer, subject to the Workday Licenses, a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to use the Project Software for the express purpose set out in the Contract and for no other purpose. If the Supplier terminates the Contract under clause 16.1 due to the Customer failing to pay any charges due and payable to the Supplier under the Contract, this licence will automatically terminate.
- 12.3 To the extent that the Project Software comprises any Pre-existing Materials or other software or materials owned or controlled by the Customer, its licensors or a third party, the Customer acknowledges that the license granted by the Supplier in clause 12.1 is conditional on the Customer obtaining a written end-user licence (or sub-licence) from the relevant person on such terms as will entitle the Supplier to grant the licence in clause 12.1.
- 12.4 For the avoidance of doubt, the Customer:
- (a) may use the Project Software with other software;
 - (b) may not disassemble, decompile, reverse translate or in any other manner decode the Project Software, except as permitted by law; and
 - (c) may not sell or commercially exploit the Project Software or make adaptations or variations of the Project Software for sale or commercial exploitation, without the prior consent of the Supplier.

13. Data Protection

Applicable Laws: means:

47a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.

47b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

48 Applicable Data Protection Laws: means:

48a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

48b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

- 49** Customer Personal Data: any personal data which the Supplier processes in connection with the Contract, in the capacity of a processor on behalf of the Customer.
- 50 EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
- 51** Purpose: the purposes for which the Customer Personal Data is processed, as set out in se 13.6(a).
- 52 UK GDPR: has the meaning given to it in the Data Protection Act 2018.
- 13.1 For the purposes of this clause 13, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the EU GDPR.
- 13.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 13.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Customer is the Controller and the Supplier is the Processor.
- 13.4 Without prejudice to the generality of 13.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to the Supplier for the duration and purposes of the Contract.
- 13.5 The parties shall use reasonable endeavours to agree within the Contract the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 13.6 Without prejudice to the generality of 13.2 the Supplier shall, in relation to Customer Personal Data:

- (a) process that Customer Personal Data only on the documented instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data;
- (b) implement technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are 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;
- (c) ensure that any personnel engaged and authorised by the Supplier to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this use 13.6(f) Customer Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- (g) maintain records to demonstrate its compliance with this clause 13.

13.7 The Customer hereby provides its prior, general authorisation for the Supplier to:

- (a) appoint processors to process the Customer Personal Data, provided that the Supplier:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 13;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- (b) transfer Customer Personal Data outside of the EU as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

13.8 Either party may, at any time on not less than 30 days' notice, revise clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

14. Confidentiality

14.1 Each party undertakes not to use the other party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under these Conditions (Permitted Purposes).

14.2 In relation to the Customer's Confidential Information:

- (a) the Supplier shall treat as confidential all Confidential Information of the Customer supplied under the Contract. The Supplier shall not divulge any such Confidential Information to any person except to its own employees, and then only to those employees who need to know it for the Permitted Purposes. The Supplier shall ensure that its employees are aware of, and comply with, this clause 14.2; and
- (b) the Supplier may provide any sub-contractor authorised under these Conditions with such of the Customer's Confidential Information as it needs to know for the Permitted Purposes, provided that such subcontractor has first entered into a written obligation of confidentiality owed to the Supplier in terms similar to this clause 14.2 (which the Supplier shall ensure is adhered to).

14.3 In relation to the Supplier's Confidential Information:

- (a) the Customer shall treat as confidential all Confidential Information of the Supplier contained or embodied in the System or Documentation, or otherwise supplied to the Customer during the performance of the Contract;
- (b) the Customer shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than:
 - (i) the Customer's Representative; and
 - (ii) other employees of the Customer who need to know it for the Permitted Purposes; and
- (c) the Customer undertakes to ensure that the persons mentioned in clause 14.3(b) are made aware, before the disclosure of any part of the Supplier's Confidential Information, that the same is confidential and that they owe a duty

of confidence to the Customer in terms similar to clause 14.3(a) (which the Customer shall ensure is adhered to).

- 14.4 The restrictions imposed by clause 14.1, clause 14.2 and clause 14.3 shall not apply to the disclosure of any Confidential Information which:
- (a) is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 14;
 - (b) before any negotiations or discussions leading to the Contract was already known by the receiving party (or, in the case of the Customer, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Customer, the Customer and its Affiliates were) not bound by any form of confidentiality obligation; or
 - (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- 14.5 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall offer reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.
- 14.6 This clause 14 shall remain in full force and effect in the event of any termination of the Contract.
15. Limitation of liability
- 15.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of the Contract howsoever arising;

- (b) any use made by the Customer of the Services, the Deliverables or any part of them; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.
- 15.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 15.3 Nothing in these Conditions excludes the liability of the Supplier:
 - (a) for death or personal injury caused by the Supplier's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 15.4 Subject to clause 15.2 and clause 15.3:
 - (a) the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - (b) the Supplier's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation

(whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

16. Termination

16.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) the other party commences negotiations or takes any steps in relation to the commencement of any type of insolvency proceedings.

16.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16.3 Termination of the Contract shall not affect 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.

17. Force majeure

17.1 The Supplier shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract 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 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.

18. Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

19. Rights and remedies

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

20. Severance

20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

20.2 If any provision or part-provision of the Contract is deemed deleted under clause 20.1, the parties shall negotiate in good faith to amend such provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

22. Assignment

Subject to the Supplier's right to sub-contract its obligations in accordance with clause 6.6(c) and/or 6.11, neither the Supplier nor the Customer shall, without the prior written consent of the other, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under a Contract.

23. No partnership or agency

23.1 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

24.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25. Notices

25.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) sent by fax to its main fax number.

25.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

25.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Condition, "writing" shall not include email.

26. Governing law

26.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland.

27. Jurisdiction

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