

PROPOSAL

Supplier:	Noraina Limited, a private company limited by shares incorporated in Ireland under registration number 614532 having its registered office at Unit 3d North Point House, North Point Business Park, New Mallow Road, Cork, Ireland		
Customer:			
Effective Date:		Term: X months/ Years	From the Effective Date until terminated in accordance with this Agreement
Services:	The services provided by the Supplier to the Customer as agreed from X		
Charges:	The charges for the Services invoiced monthly or up front depending on service		

By signing the Agreement, the parties agree to the terms and conditions herein:

Supplier:	Customer:
<p>_____</p> <p>For and on behalf of Noraina Limited</p> <p>Date:</p>	<p>_____</p> <p>For and on behalf of</p> <p>Date:</p>

Service Level Table¹

Availability	Penalty
100% - 99,97%	0% monthly usage
99,96% - 99,91%	5% monthly usage
99,9% - 99,6%	10% monthly usage
99,5% - 99%	25% monthly usage
< 99%	50% monthly usage

¹ To be amended on a case by case basis.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

Agreement	the Proposal, the Service Level Table and the Terms and Conditions;
Deliverables	all data, documents, products and materials developed by the Supplier or its agents and personnel as part of or in relation to the Services in any form, including without limitation computer programs, code, reports and specifications (including drafts);
Efficient Cloud Egress	the use of optimized network connections to major cloud service providers;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
Supplier IPRs	all Intellectual Property Rights subsisting in the Supplier, the Deliverables (until all Charges in respect of the deliverables are paid and title passes to Customer) or otherwise necessary or desirable to enable the Customer to receive and use the Services.

2 SUPPLY OF SERVICES

2.1 The Supplier shall supply the Services to the Customer in accordance with this Agreement.

2.2 The Supplier shall:

- a) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in this Agreement; and
- b) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design.

3 TITLE TO DELIVERABLES

Title to any (i) Deliverables that are goods; and (ii) goods or materials transferred to the Customer as part of the Services, shall pass to the Customer on payment of the relevant Charges, free from all liens, charges and encumbrances.

4 INTELLECTUAL PROPERTY

4.1 The Supplier shall retain ownership of all Supplier IPRs.

4.2 The Supplier may sub-license the rights granted hereunder to any of the Supplier's affiliated companies and/or its customers.

5 CHARGES AND PAYMENT

5.1 The Charges may be revised by the Supplier from time to time. The Supplier will provide a written notice of any revision to the Charges to the Customer, to the effect that any change shall come into force on the expiry of period specified in the notice.

5.2 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in the manner set out hereunder:

5.2.1 an initial €1.00 (or equivalent amount in other currencies) shall be paid by the Customer by credit card or debit card on or prior to the entry of this Agreement;

5.2.2 the Charges shall be paid by the Customer by credit card or debit card;

5.2.3 an additional amount, at the sole discretion of the Supplier, may be granted to the Customer, without the need of any payment by the Customer, to increase the Customer's balance with the Supplier;

5.2.4 the Supplier shall deduct from the Customer's balance the charges payable for Services provided;

5.2.5 on the reduction of the Customer's balance to nil or to a predefined threshold, an invoice shall be issued to Customer which on payment will be credited to the Customer's balance;

5.3 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice; and

5.4 The Supplier may, at its sole discretion, continue to provide Services to Customer following the reduction of the Customer's balance to nil, without prejudice to the Supplier's right to stop the provision of the Services until such time as the Customer's balance is put back on credit.

6 LIABILITY

6.1 Save as expressly provided in this Agreement, the Services are provided on an "as is" basis. To the fullest extent permitted by law, the Supplier shall not be liable to the Customer for any direct, indirect, consequential, incidental or special damage or loss of any kind including but not limited to, loss of profits, loss of business, loss of or corruption of data however caused.

6.2 This Agreement sets out the full extent of Supplier's obligations and liabilities in respect of the supply of the Service. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Supplier except as specifically stated in this Agreement. Any condition, warranty, representation or other term concerning the supply of the Service offered by the Supplier which might otherwise be implied into, or incorporated in, this Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6.3 Subject to the conditions contained herein, the Supplier shall not be liable under or in connection with this Agreement for: (a) loss of income; (b) loss of business profits or contracts; (c) business interruption; (d) loss of the use of money or anticipated savings; (e) loss of information; (f) loss of opportunity, goodwill or reputation; (g) loss of, damage to or corruption of data; or (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

6.4 The Supplier's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise (including any liability for the acts or omissions of its employees or agents), shall be limited to a sum equal to the total Charges paid to Company since the date of this Agreement or the last 6 month period prior to a liability claim, whichever is the lesser.

- 6.5 The Customer acknowledges and agrees that the Supplier shall have no liability whatsoever for damages or losses caused by any third-party products incorporated within the Service.
- 6.6 The service levels as set out in the Service Level Table shall apply to the provision of the Services, save when the Services are unavailable due to a non-redundant deployment.

7 TERMINATION

- 7.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of any term of this 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;
 - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 7.2 Either party may terminate this Agreement by giving the other party not less than 90 days' notice in writing of its intention to do so.
- 7.3 Termination of this Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 7.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8 SECURITY, PRIVACY AND DATA RETENTION

- 8.1 **Security.** We maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect customer data against accidental loss or change, unauthorised disclosure or access, or unlawful destruction. Current information about our security practices can be found on request. You are wholly responsible for configuring your customer solution to ensure adequate security, protection, and backup of your data.
- 8.2 **Privacy and data location.** We treat customer data in accordance with our privacy statement. Subject to any restrictions set forth in the privacy statement, we may transfer to, store, or process customer data in any country where we or our affiliates or subcontractors have facilities used to provide or support the Services. We are a data processor (or sub-processor) acting on your behalf, and you appoint us to do these things with customer data in order to provide the Services to you. You will obtain any necessary consent from end users or others whose personal information or other data you will be hosting using the Services.
- 8.3 **Ownership of Customer Data.** Except for software we license to you, and for the avoidance of doubt Supplier IPRs, as between the parties, you retain all right, title, and interest in and to customer data. We acquire no rights in customer data, other than the right to host customer data within the Services, including the right to use and reproduce customer data solely as necessary to provide the Services.
- 8.4 **Use of Customer Data.** We will use customer data only to provide you the Services. This use may include troubleshooting to prevent, find, and fix problems with the operation of the Services. It may also include improving features for finding and protecting against threats to users. We will not use customer data or derive information from it for any advertising or other commercial purposes without your consent.

- 8.5 **Third-party requests.** We will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request that data directly from you. As part of this effort, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will promptly notify you and provide a copy of the demand, unless legally prohibited from doing so. You are responsible for responding to requests by third parties regarding your use of the Services, such as requests to take down content under the Digital Millennium Copyright Act or other relevant, related or similar legislation.
- 8.6 **Subcontractors.** We may hire other companies to provide services on our behalf. Any such subcontractors will be permitted to obtain customer data only to deliver the services we have retained them to provide.
- 8.7 **Compliance with law.** We will comply with all laws applicable to our provision of the Services, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology services providers. You will comply with all laws applicable to your customer solution, customer data, and your use of the Services, including any laws applicable to you or your industry.
- 9 **GENERAL**
- 9.1 **Force majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Agreement by giving 15 days' written notice to the affected party.
- 9.2 **Entire agreement.** 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.
- 9.3 **Counterparts.** This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute the one and the same agreement.
- 9.4 **Amendments.** Save for in respect of clause 5.1, no amendment, variation or modification to this Agreement shall be made except in writing signed by all Parties.
- 9.5 **Governing Law and Jurisdiction.** This Agreement and any dispute, issues 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 laws of Ireland. Each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Irish Courts for any of the purposes of this Agreement including any claim whether contractual or non-contractual arising hereunder.
