



Noraina Limited agreement for services

Standard services supply agreement

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	_____ months / years From the Effective Date until terminated in accordance with this Agreement
Services	The services provided by the Supplier to the Customer as set out in Schedule 1
Charges	The charges for the Services are invoiced monthly or upfront depending on the service

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

Supplier

For and on behalf of Noraina Limited
Date: _____

Customer

For and on behalf of _____
Date: _____

Service level table

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

Terms and conditions

1. Definitions and interpretation

1.1 In these Terms and Conditions the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

Agreement	the Proposal, the Service Level Table and these Terms and Conditions (including Schedule 1);
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.
Customer Data	All and any data or information, in whatever form including in writing, images, still and moving, and sound recordings held by the Supplier on behalf of the Customer in providing 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:

- 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
- 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.

2.3 The Customer 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 the Supplier to comply with its obligations in this Agreement; and
- b. provide to the Supplier in a timely manner all documents, information, items, and materials in any form (whether owned by the Customer or a third party) required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects.

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 Intellectual Property Rights.
- 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 are set out in Schedule 1. The Charges may be revised by the Supplier from time to time. The Supplier will provide 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 the 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 a predefined threshold, an invoice shall be issued to the 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.
- 5.4** The Supplier may, at its sole discretion, continue to provide Services to the 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** 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 terms concerning the supply of the Services 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.
- 6.2** 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.
- 6.3** 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 the Supplier since the date of this Agreement or the last 6 month period prior to a liability claim, whichever is the lesser.
- 6.4** 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 Services.
- 6.5** 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 that 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.** The Supplier will maintain appropriate technical and organisational 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 the Supplier's security practices will be provided on request. The Customer is wholly responsible for configuring its solution to ensure adequate security, protection, and backup of its data.
- 8.2 Customer Data Location.** The Supplier or its affiliates or subcontractors will never transfer, store, or process Customer Data away from the designated Noraina Cloud region without Customer explicit consent. The Customer will obtain all necessary consents from its end users or any other party whose personal information or other data will be stored as part of the Services.
- 8.3 Ownership of Customer Data.** Customer retains all rights, title, and interest in and to Customer Data. Supplier acquires 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.** The Supplier will use Customer Data only to provide 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. The Supplier will not use Customer Data or derive information from it for any advertising or other commercial purposes without Customer explicit consent.
- 8.5 Third-party requests.** The Supplier will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as Customer directs or unless required by law. Should a third party contact us with a demand for Customer Data, the Supplier will attempt to redirect the third party to request that data directly from the Customer. As part of this effort, the Supplier may provide the Customer's basic contact information to the third party. If compelled to disclose Customer Data to a third party, Supplier will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so.
- 8.6 Subcontractors.** Supplier may hire other companies to provide services on Supplier's behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Supplier has retained them to provide.

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 including but not limited to natural disaster, pandemic, epidemic, sanctions, labour disputes. 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.

Schedule 1

Services and charges

Service	Charges