

Siren Data Intelligence, Inc.

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Siren Data Intelligence, Inc. (“Manufacturer”) product specific license terms establish the terms and conditions enabling EC America (“Contractor”) to provide Manufacturer’s information technology products and services to Ordering Activities under EC America’s GSA MAS IT70 contract number GS-35F-0511T (the “Schedule Contract”). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the “Manufacturer Specific Terms” or the “Attachment A Terms”) are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer (“Licensee”) is the “Ordering Activity”, defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.21, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common

carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the

Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document (the “**Effective Date**”) by:

Name	The GSA Multiple Award Schedule Contractor acting on behalf of Siren Data Intelligence, Inc. (“Siren”)	The eligible Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“ Customer ” or “ Ordering Activity ”)
D-U-N-S Number	11-693-5195	
Registered Address	22 Mourar Dr Spring City, PA 19475 UNITED STATES	
Contact	Account Manager	
Telephone	+353 91 704885	
Fax		
Email	accounts@siren.io	

BACKGROUND

- A. Siren has developed or sublicensed the Products and provides certain maintenance and support services in relation to the Products.
- B. The Customer wishes to use the Products and avail of maintenance and support services provided by Siren as detailed in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Siren and the Customer agree as follows:

1. License

- 1.1 Subject to the terms and conditions of this Agreement, including, without limitation, Customer’s payment of Fees, Siren grants to the Customer a personal, non-exclusive, non-sub-licensable, non-transferable, royalty-free worldwide right and licence to use the Products for the purpose of complying with its obligations and exercising its rights under the Agreement, during the Term.
- 1.2 The Customer will not sell, lease, assign or otherwise transfer the rights to use the Products under this Agreement in whole or in part. In particular but without limitation the Customer will not: (i) permit any timesharing or subscription use of the Products; or (ii) permit the Products to be used for any unlawful purpose.

- 1.3 Except as otherwise provided by applicable law, the Customer may not copy, alter, merge, modify, adapt or make error corrections to the Products in whole or in part, including reverse engineering, disassembling or decompiling or otherwise reduce to a human-perceivable form. The Customer may not sell, loan, rent, lease, licence, sublicense, distribute, create derivative work or otherwise transfer the Products without the prior written consent of Siren. The Customer will not remove any copyright or proprietary notices from the Products; create any derivative works based on the Products or show or demonstrate the Products to any competitor of Siren. The Customer acknowledges that the Products (and any concepts, methodologies, techniques, ideas or other information contained therein or related thereto) constitutes Confidential Information of Siren and

the provisions of Clause 4 shall apply to it. Siren will have no obligations or responsibilities whatsoever with respect to the Products, including, without limitation, any obligation to provide updates or support, unless otherwise stated in this Agreement.

- 1.4 The licence set out in this Agreement is restricted to the maximum node usage and/or the number of named user seats that is set out in Schedule A.
- 1.5 The Customer and/or the Customer's outsourced service providers shall host the Products.
- 1.6 The Customer shall record the location of any copy of the Products and ensure there is no unauthorised copying.

2. New Versions, Maintenance and Support

- 2.1 Siren may, at its discretion, prepare new versions, updates or other amendments to the Products and make these available for commercial licensing. Siren may provide such new versions and related documentation to the Customer and where required by Siren the Customer will be obligated to install Major Releases during the Term hereof under the provisions of this Agreement.
- 2.2 Siren will support the Customer's use of the Products in accordance with Schedule B.

3. Payment Terms

- 3.1 The GSA Multiple Award Schedule contractor on behalf of Siren will issue an invoice for the Fees annually, unless otherwise stated in Schedule A. The Customer will pay each invoice within 30 days of receipt. The Customer will make payment in United States dollars unless otherwise stated in Schedule A. Interest will be payable on any overdue amounts on the amount of any such overdue amounts together with interest thereon at the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. Siren shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4. Confidentiality

- 4.1 "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party

(the "**Disclosing Party**") to the other party (the "**Receiving Party**") whether before or after the date of this Agreement which ought reasonably to be regarded as confidential including, without limitation, information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

- 4.2 During the term of this Agreement and after termination or expiration of this Agreement for any reason the Receiving Party:

- (a) will not use Confidential Information for a purpose other than the performance of its obligations or exercise of its rights under this Agreement;
- (b) will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clause 4.3, 4.4 and 4.5; and
- (c) shall make every effort to prevent the use or disclosure of Confidential Information.

- 4.3 During the term of this Agreement the Receiving Party may disclose Confidential Information to any of its Affiliates, directors, other officers, employees or agents, (a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement provided that the Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

- 4.4 Each party may disclose Confidential Information if and to the extent that:

- (a) this is required by the law of any relevant jurisdiction or pursuant to an order of a court of competent jurisdiction;
- (b) this is required by any securities exchange or regulatory or governmental body to which that party is subject to, wherever situated, whether or not the requirement for information has the force of law;
- (c) the information is disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
- (d) the information has come into the public domain through no fault of that party;

- (e) the information was in the possession of the Receiving Party before such disclosure by the Disclosing Party, as aforesaid; and/or
 - (f) the information was obtained by the Receiving Party from a third party who was free to divulge same PROVIDED THAT any such information disclosed pursuant to paragraphs (a) and (b) shall be disclosed only after notice to the other party.
 - (g) Siren recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
- 4.5 The obligations of both parties as to confidentiality shall continue in force notwithstanding the termination or expiration of this Agreement.
- 5. Personal Data**
- 5.1 Each party will comply with Data Protection Law of the United States. Each party will not use any personal data of the other party in any manner, except that each party may process personal data, for the purposes of (i) this Agreement, (ii) maintaining their administrative or customer relationship management systems, including the use of IT outsource providers, (iii) quality and risk management reviews.
- 5.2 The Customer acknowledges and agrees that, to the extent that it acts as a data controller, it is responsible for ensuring that it procures consent from data subjects for the processing of their personal data through the Products.
- 6. Intellectual Property Rights**
- 6.1 The Customer acknowledges that all Intellectual Property Rights and any other proprietary rights in the Products shall at all times vest in and be the absolute property of Siren or its licensors, as appropriate. Save as expressly stated nothing in this Agreement shall be deemed to give either party any rights of any kind in any Intellectual Property Right belonging to the other party. The Products contain open source software licensed under the Apache license.
- 6.2 Siren hereby indemnifies and agrees to have the right to intervene to defend the Customer from and against all damages, losses, claims liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any and all third party claims that the Products infringe any third party Intellectual Property Rights subject to the following conditions:
- (a) the Customer shall promptly notify the Siren in writing if any third party action, claim, or other proceeding is made or threatened such as to activate any indemnity granted hereunder;
 - (b) the Customer must make no admissions without the indemnifying party's prior written consent; and
 - (c) the Customer, at the indemnifying party's request and expense, shall allow Siren to conduct any negotiations or litigation and/or settle any claim. The Customer shall give Siren all reasonable assistance. The costs incurred or recovered in such negotiations or settled claim shall be for Siren's account. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 6.3 If at any time an allegation of infringement of Intellectual Property Rights is made in respect of the Products or, if in Siren's reasonable opinion such an allegation is likely to be made, Siren may at its own expense modify or replace the Products so as to avoid the infringement making good to the Customer any loss arising from such modification or replacement. If the Products cannot be replaced or modified within thirty (30) days then the Customer may terminate this Agreement without liability and Siren shall promptly refund to the Customer the pro rata amount of any fees paid under this Agreement.
- 7. Warranty**
- 7.1 Each party represents and warrants to the other party that:
- (a) it has full power and authority to execute and deliver this Agreement and to comply with the provisions of, and perform all its obligations and exercise all of its rights under this Agreement;
 - (b) it has taken all necessary action to authorise the execution and delivery of this Agreement and this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally;
 - (c) the entry into and performance of this Agreement does not and will not violate: (i) any law or

regulation of any governmental or official authority or body; (ii) its constitutional documents; or (iii) any agreement, contract or other undertaking to which it or any of its Affiliates is a party or which is binding on it or any of its Affiliates or any of their respective property or assets;

(d) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect;

(e) it is not necessary for the legality, validity, enforceability or admissibility in evidence of this Agreement that this Agreement or any document relating to it be registered, filed, recorded or enrolled with any court, registry or public authority in any relevant jurisdiction or that any stamp, registration or similar taxes be paid on or in relation to this Agreement or any document relating to it;

(f) it will comply with all applicable laws in respect of the performance of its obligations and exercise of its rights under this Agreement.

7.2 In the event of any failure of the Products to function in accordance with the documentation supporting the Products, Siren will attempt through reasonable endeavours to correct or cure any reproducible non-compliance notified to it in writing, provided always that the Products have not been misused or damaged by the Customer in any respect, and that the existence and nature of any such nonconformity or defect is promptly notified to the Customer in writing upon Siren discovering it.

7.3 Siren does not warrant that the Products will meet the Customers' requirements. Except as expressly set forth in this Agreement, all warranties, conditions, representations, statements, terms and provisions express or implied by statute, common law or otherwise are excluded to the greatest extent permitted by law. Save as otherwise set out in the Agreement, and to the fullest extent permissible by law, Siren disclaims and excludes all warranties, conditions, representations, indemnities and guarantees with regard to the Products and any related services provided or to be provided hereunder, whether express or implied, including but not limited to warranties of non-infringement, merchantability, fitness for a

particular purpose and that use of the Products will be uninterrupted or error free.

8. Liability

8.1 Subject to Clause 8.3, Siren shall in no event be liable to the Customer in contract, or tort, under any law or otherwise howsoever arising for indirect, special, incidental or consequential damages, including but not limited to damages and costs incurred as a result of loss or corruption of data or other equipment or property, loss of business revenue, loss of profits (whether direct or indirect), loss of time, loss of savings, failure to realise expected profits or savings and any other economic loss of any kind.

8.2 Subject to Clause 8.3, Siren's total liability for loss or damage of any kind not excluded by this Clause 8, however caused (whether in contract, tort, under any law or otherwise howsoever) arising from or in relation to the Agreement is limited in aggregate to the Fees paid by the Customer to Siren under the applicable Purchase Order(s) .

8.3 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by that party's negligence, fraud, fraudulent misrepresentation or wilful default.

9. Term and Termination

9.1 The Agreement shall commence on the Effective Date and shall continue for the length of term set out in the information table in Schedule A ("**Initial Term**") unless terminated earlier pursuant to the terms of the Agreement. After expiry of the Initial Term, the term may be renewed each year for further fixed terms of one (1) year by both parties executing an option, or new purchase order in writing (each a "**Renewal Term**").

9.2 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Siren shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer

(a) .

9.3 Upon any termination or expiry of the Agreement:

(a) the licence to use the Products will terminate.

The Customer will cease use of the Products,

and on Siren's written request, immediately delete the Products. The Customer's directors will certify in writing that the Products have been deleted from the Customer's systems.

- (b) Each party shall within seven (7) days after the Termination Date return to the other party or (at the other party's election) destroy all data, Confidential Information and all other materials of that other party in its possession, along with all copies of same and documents, memoranda, notes and other writings whatsoever prepared by it or any of its directors, officers, agents, employees, representatives or advisers for it or in its possession which incorporate any of the Confidential Information. Save that, either party may retain such materials: (i) to the extent required by law or any applicable governmental or regulatory authority; and (ii) to the extent reasonably required to permit the relevant party to keep evidence that it has performed, or the other party has failed to perform, its obligations under this Agreement.

10. Dispute Resolution

- 10.1 Reserved.
- 10.2 Reserved.
- 10.3 This Agreement and any dispute arising from it, will be governed by the Federal laws of the United States.

11. General

- 11.1 **Matters beyond reasonable control** -Excusable delays shall be governed by FAR 52.212-4(f):
- (a) .
- 11.2 Reserved.
- 11.3 Reserved.
- 11.4 **Entire agreement** - This Agreement (including the Schedules), together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), forms the entire agreement between the parties in relation to the Products. In the event of any conflict between the main body of this Agreement and the Schedule attached at the end of it, the terms of the Schedule will prevail. This Agreement replaces any earlier agreements, representations and discussions.
- 11.5 **Assignment** –
- (a) Subject to Clause 11.5(b), neither party shall be entitled to assign or sub-contract any of its rights or obligations or the licenses granted

hereunder without the prior written approval of the other party (not to be unreasonably withheld).

(b) Reserved.

(c) This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.

- 11.6 **Waiver** – No failure or delay by a party to exercise any right will constitute a waiver of that right nor restrict the further exercise of that right. No single or partial exercise of any right will restrict the further exercise of that or any other rights.
- 11.7 **Changes** – A change to this Agreement will be effective only when agreed in writing by both parties.
- 11.8 **Survival** - The termination of the Agreement shall be without prejudice to: (a) any rights and/or liabilities which shall have accrued before termination, including any remedy available in respect of a breach of this Agreement or (b) any provision of this Agreement which is expressed to survive termination.
- 11.9 **Notices** - Notices shall be deemed to have been received: (a) if delivered by hand, on the day of delivery if it is a Working Day in the place of receipt and otherwise on the first (1st) Working Day in the place of receipt immediately following the day of delivery; (b) if sent by pre-paid airmail, on the fourth (4th) Working Day in the place of receipt after the day of posting; (c) if sent by facsimile or email: (i) (if transmitted between 09:00 and 17:00 hours (GMT) on a Working Day in the place of receipt) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or (ii) (if transmitted at any other time) at 09:00 (GMT) on the first (1st) Working Day in the place of receipt following completion of receipt by the sender of verification of the transmission from the receiving instrument.
- 11.10 **Counterparts** - The Agreement may be executed in any number of counterparts and on separate counterparts, each of which, when executed and delivered, will be an original, and all such counterparts together will constitute one and the same instrument. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax (b) e-mail (in PDF, JPEG or other agreed format) or (c) an electronic signature service agreed

between the parties, will take effect as delivery of an executed counterpart of this Agreement.

11.11 **Definitions** - In the Agreement the following words and expressions shall have the following respective meanings, except where the context requires a different meaning:

- (a) **"Affiliate"** means in respect of any party, any company that controls, is controlled by, or is under common control with such party. An entity will be regarded as in control of another company or entity if it owns directly or indirectly more than 50 percent of the voting rights of that company.
- (b) **"Data Protection Law"** means the Data Protection Federal laws of the United States .
- (c) **"Fees"** means the fees to use the Products and receive the maintenance and support as set out in the final row of the information table in Schedule A in accordance with the GSA Schedule Pricelist.
- (d) **"Force Majeure"** has the meaning set forth in FAR 52.212-4(f).
- (e) **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.
- (f) **"Major Version"** means an enhancement of a prior version of the Products that would be considered by the software industry community (of which Siren is a part) as the next generation of a Product, which is usually evidenced by an increment in the version number of the Product. By way of illustration, versions 2.0 and 3.0 are incremental major versions, whereas versions 2.0 and 2.2 are not.
- (g) **"Products"** means the software product(s) detailed in Schedule A and any accompanying documentation.

- (h) **"Termination Date"** means the date of termination (howsoever caused) or expiry of the Agreement.
- (i) **"Term"** means the Initial Term and/or a Renewal Term.
- (j) Reserved.
- (k) **"Working Day"** means in respect of an obligation hereunder any day other than: a Saturday or a Sunday or a day on which commercial banks in Ireland are not open for business.

SCHEDULE A
Licence and Product Information



SCHEDULE B

Service Level Agreement

This service level agreement is a part of, and is governed by, the Software Licence Agreement entered into between Siren and the Customer. The parties agree as follows:

1. Definitions

The following terms shall have the following meanings.

“Call Ticket” means a request for support services submitted to Siren hereunder, each being uniquely identifiable.

“Error” means a problem that has occurred with the Products.

“Error Correction” shall mean the completion of all activities, including, but not limited to Fixes and Problem Resolution, necessary to diagnose, resolve and/or provide a solution for a reported Error, problem or defect occurrence in the Products.

“Error Severity Level(s)” means:

a) **“Level 1/Critical”** - Any Error that causes or results in: (i) System or sub-System unavailability; (ii) the System, a System module, or major System function to be rendered inoperable, disabled or inaccessible; (iii) data corruption; and/or (iv) the prevention of critical business functions from being performed.

b) **“Level 2/Severe”** - Any Error that causes or results in: (i) functional inconsistency across the System; and/or (ii) degradation of System performance.

c) **“Level 3/Important”** - Any Error that causes or results in (i) incorrect functioning of navigation or validation operations with respect to the System; (ii) disabling or degradation of non-essential functions and/or (iii) Product aesthetics to be inconsistent or incorrect with respect to positioning, spelling and/or color.

“Enhancement(s)” means changes or additions, other than Maintenance Modifications, to the Products and related documentation, including all new releases that improve functions, add new functions, screens or data sources or significantly improve performance by virtue of changes in System design or coding. Notwithstanding the foregoing, Enhancements shall not include new Major Versions of Products

“Fix” means a temporary bypass/workaround and/or patch of an Error performed and/or implemented so as to cause the Products to continue performing functionally in material conformance with the Documentation, operating manuals and/or the Specifications governing the Products.

“Maintenance Modification(s)” means any modifications or revisions, other than Enhancements, to the Products and/or documentation that correct Errors, support new releases to the operating systems with which the Product is designed to operate, support new input/output devices, or provide other incidental changes, updates and corrections.

“Problem Resolution” shall mean identification of the root cause of the Error and object code fix or new Release and supporting Documentation necessary to effectuate Error Correction.



“**Release(s)**” shall mean new versions of the Products, including, without limitation, Error Corrections, Maintenance Modifications and Enhancements. Notwithstanding the foregoing, Releases shall not include new Major Versions of Products; and

“**System**” shall mean the Product as configured and installed by the Customer.

2. Service Level - Technical Service Requests

2.1. Siren’s response to specific issues reported shall be as follows:

	Production Support	Non-Production Support	24 x 7 Support
Support Hours	0900-1700 GMT	0900-1700 GMT	24 / 7 / 365
Response Times	Level 1: 4 Hours Level 2: 1 day Level 3: 2 days	Level 1: N/A Level 2: 1 day Level 3: 2 days	Level 1: 1 Hour Level 2: 4 Hours Level 3: 1 day
Number of Siren Call Tickets	Unlimited	Unlimited	Unlimited
Number of Support Contacts	Six (6)	Six (6)	Eight (8)
Web Support	Support Portal	Support Portal	Support Portal
Phone Support	No	No	Support Number
Emergency Patches	Yes	Yes	Yes

3. Error Correction

Siren shall use its commercially reasonable efforts to complete Error Correction(s) as follows:

Error Severity Level	Error Correction
Level 1/Critical	<u>Fix:</u> Fix completed or a mutually agreed upon date for such Fix established within one (1) Working Day of acknowledgment of receipt of Error notification. <u>Problem Resolution:</u> Problem Resolution completed within five (5) Working Days of completion of Fix.
Level 2/Severe	<u>Fix:</u> Fix completed or a mutually agreed upon date for such Fix established within three (3) Working Days of acknowledgment of receipt of Error notification. <u>Problem Resolution:</u> Problem Resolution completed within [five (5) Working Days of completion of Fix.
Level 3/Important	<u>Fix:</u> A Fix completed or a mutually agreed upon date for such Fix established within five (5) Working Days of acknowledgment of receipt of Error notification. <u>Problem Resolution:</u> Identification of the root cause of Error completed within ten (10) Working Days of reproducing the Error. Object code fix and supporting documentation delivered in the next scheduled Release.

3.1. When reporting an issue, the Customer shall provide the following information:

- a) date of problem occurrence;
- b) location of problem occurrence;



- c) detailed problem description;
- d) any steps taken by the Customer to resolve the problem; and
- e) description of the Error Severity Level of the problem.

3.2. Siren and the Customer will act in good faith to determine the Error Severity Level of each issue, however, Siren's determination of the Error Severity Level of each issue shall be final.

3.3. In all cases, Siren will use commercially reasonable efforts to correct such Error in a future Release.

3.4. Technical and maintenance support will only be made available in English.

4. Technical Support Contact Information

For issues regarding our products or services, use the user name and password provided for the Siren Customer Portal to access: <http://support.siren.solutions>

