



Great Place to Work®

Master Services Agreement

Version 3 – February 2022

Master Services Agreement

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of **the date as signed on the Registration Form / Statement of Work (“Statement of Work”)** by and between Great Place to Work Ireland (“**GPTW**”), and **the Company (“Company”)**. GPTW and Company are each a “**Party**” and, collectively, the “**Parties**” to this Agreement.

WHEREAS, GPTW provides consulting services, including workplace assessments, to assist companies and organisations in evaluating and improving their workplaces; and

WHEREAS, Company wishes to engage GPTW to perform the Services (defined below) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalised terms not defined in this Section 1 have the meaning ascribed to them where used in the Agreement.

1.1 “**Affiliate**” means GPTW wholly-owned and majority-owned subsidiaries and Great Place to Work Institute, Inc. entities with no ownership interest by GPTW.

1.2 “**Aggregate Data**” means (a) the Company-specific information, data, and content contained in any report(s) delivered by GPTW to Company pursuant to this Agreement; and (b) any other aggregated data that is derived from the Raw Data and that is delivered by GPTW to Company pursuant to this Agreement. For the avoidance of doubt, Aggregate Data does not include any Raw Data or Company Data.

1.3 “**Agreement**” means this Master Services Agreement, including these General Terms and Conditions, followed by Statement of Work, all as the foregoing may be added to or amended by the Parties from time to time in accordance with Sections 2.2 and 13.6.

1.4 “**Assessment**” means any assessment conducted by GPTW as part of the Services pursuant to which GPTW uses its tools and methodologies to assess and measure work place culture (including, but not limited to, use of Trust Index Survey, Culture Audit, Trust Model and Methodology).

1.5 “**Company Data**” means Company’s proprietary data and information that Company provides to GPTW so that GPTW may, as part of the Services, conduct an Assessment (e.g., demographic and corporate information necessary to distribute the Survey to participants (such as email address, employee ID, and other personally identifying information) and the data provided by Company to GPTW for the Culture Audit). For the avoidance of doubt, Company Data does not include either Aggregate Data or Raw Data.

1.6 “**Data**” means the Raw Data and the Aggregate Data.

1.7 “**Fees**” means the fees to be paid by Company to GPTW as set forth in this Agreement, including in the applicable Statement(s) of Work.

1.8 **“GPTW Intellectual Property”** means (a) all copyrightable works owned by GPTW (including without limitation books, articles, brochures, Surveys, Trust Index Surveys, Culture Audits, Trust Model and Methodology, the form and structure of reports, and other materials, tools and methodologies), whether or not the copyrights in such works have been registered in the U.S. or any other jurisdiction; (b) all confidential information and material belonging to GPTW; (c) all GPTW names, service marks, icons, and logos; (d) all GPTW Materials; (e) the Data; (f) the Services; and (g) the Software.

1.9 **“GPTW Materials”** means all techniques, algorithms and methods or rights thereto owned by, or licensed to, GPTW during the term of this Agreement and employed by GPTW in connection with the Services provided to Company.

1.10 **“Initial Term”** has the meaning set forth in Section 10.1.

1.11 **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognised in any country or jurisdiction in the world.

1.12 **“Late Payments”** has the meaning set forth in Section 4.2

1.13 **“List”** has the meaning set forth in Section 9.1.

1.14 **“Personal Information”** has the meaning set forth in Section 8.2.

1.15 **“Pre-existing IPR”** has the meaning set forth in Section 6.1.

1.16 **“Raw Data”** means the confidential and anonymous responses received by GPTW from Company and Company’s employees in connection with, among other things, the Trust Index Survey(s) and/or Culture Audit(s), focus groups, and one-to-one interviews administered by GPTW pursuant to this Agreement. For the avoidance of doubt, Raw Data does not include any Aggregate Data or Company Data.

1.17 **“Software”** means any software owned or licensed by GPTW and used by GPTW to provide the Services.

1.18 **“Sensitive Personal Information”** has the meaning set forth in Section 8.4.

1.19 **“Services”** means the services that GPTW will perform for Company as described in the applicable and Statement(s) of Work.

1.20 **“Statement of Work”** means the statement of work signed on behalf of Company or any other statements of work under this Agreement entered into by the Parties pursuant to Section 2.2.

1.21 **“Survey”** means the web- or paper-based Company employee engagement survey consisting of GPTW's standard survey questions and additional questions as requested by Company.

1.22 **“Term”** has the meaning set forth in Section 10.1.

2. SERVICES

2.1 In consideration of Company's payment to GPTW of the Fees, GPTW will perform the Services pursuant to the terms of this Agreement.

2.2 Subject to Section 13.6, the Parties may modify the existing scope of Services by (a) amending an existing Statement of Work (including with respect to additional Fees); or (b) executing additional Statement(s) of Work.

2.3 Should Company purchase Services from a GPTW Affiliate that fall outside the Services pursuant to the terms of this Agreement, local agreement terms would apply.

3. COMPANY OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to GPTW's performance hereunder, Company will at all times: (a) provide GPTW with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by GPTW in order to provide the Services, including, but not limited to, providing Company Data; (b) provide such personnel assistance, as may be reasonably requested by GPTW from time to time; and (c) comply with its obligations under this Agreement.

3.2 Telecommunications and Internet Services. Company acknowledges and agrees that Company's and Company's users' use of the Assessment portion of the Services is dependent upon access to telecommunications and Internet services. Company and Company's users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Assessment portion of the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing.

3.3 Paper Survey Option for Assessment Portion. Company acknowledges and agrees that Company's and Company's users' use of the Assessment portion of the Services may be administered via paper Surveys in addition to via the telecommunications and Internet services. GPTW will be responsible for facilitating paper Survey design and distribution. Company and Company's users will be responsible for all costs, fees, expenses, and taxes of any kind related to the foregoing.

4. FEES

4.1 Fees. In consideration for GPTW performing the Services, Company will pay to GPTW the Fees in the amounts and in accordance with the terms set forth in the Statement of Work.

4.2 Invoices and Payment.

(a) Company will pay to GPTW the full amount of Fees set forth in an invoice within thirty (30) days of the invoice date. GPTW reserves the right to cease performance of the Services to Company if payments are not made on time in accordance with the requirements of this Section 4.2 and the applicable terms of the Statement of Work ("**Late Payments**"). Late Payments may incur an additional interest charge applied to the outstanding overdue balance.

(b) GPTW will email invoices to the primary Company contact specified in the Statement of Work. Further invoice requirements with respect to payment due dates are specified in the Statement of Work. Payment remittance options will be set forth in the invoice and will include payment by cheque or wire, or payment online.

4.3 Project Postponement. The confirmed timelines for the Services will be sent to Company a maximum of two (2) weeks after the applicable kick-off meeting with respect to the Services. If Company postpones Services (or any portion thereof) or puts the Services (or any portion thereof) on hold for longer than six (6) weeks from the agreed upon timeline, an additional fee may be payable by Company and will be subject to the invoice and payment terms of Section 4.2 above.

4.4 Credits for Future Services. If at any time GPTW issues a credit for future services to Company, Company must use the credits within twelve (12) months of the credit being issued.

5. OWNERSHIP AND USE OF DATA

5.1 Company Data

(a) As between GPTW and Company, the Company Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Company or its licensors.

(b) GPTW will use Company Data solely to perform the Services and in a manner that is compatible with the purposes for which such Company Data is furnished to GPTW or subsequently authorised to be used, and GPTW will ensure that any Personal Information included in Company Data is properly maintained and protected in accordance with Section 8.

5.2 Aggregate Data and Raw Data

(a) As between GPTW and Company, the Raw Data and the Aggregate Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of GPTW.

(b) The Raw Data will not be provided to Company by GPTW to protect the confidentiality of Company respondents. Company may use Aggregate Data solely as described in Section 6.3.

(c) GPTW intends to use the Aggregate Data solely for the internal purposes of GPTW, including without limitation for benchmarking, creation of best practices and other R&D purposes. GPTW will not share non-anonymous, Company-specific information about Company's results with any third parties without receiving prior written permission from Company (i.e., the Data is not intended to be associated with Company or any individual Company employee). The foregoing sentence will not apply in connection with the Best Companies to Work For List and the applicable terms set forth in Section 9.

(d) To protect the confidentiality of Company respondents, (a) GPTW recommends reporting Assessment results only for those Company demographic groups (departments, demographic groups, etc.) in which thirty (30) or more people responded to the Assessment; and (b) GPTW will not report on Assessment results in which fewer than five (5) people in a Company demographic group have responded.

(e) GPTW will capture, upload, and combine paper Surveys with web Survey data when applicable. GPTW will keep hard copies of any paper Surveys for three (3) months from the Survey closure date.

6. TREATMENT OF INTELLECTUAL PROPERTY

6.1 Notwithstanding any provision of this Agreement to the contrary, (a) all Intellectual Property Rights belonging to a Party, sub-contractor or third party prior to the

Effective Date, or created other than in connection with GPTW's provision of the Services ("**Pre-existing IPR**") will remain with, and vested in, that Party, sub-contractor or third party (as applicable) and will not be assigned hereunder, and (b) all Intellectual Property Rights in all enhancements and modifications to, or derivative works of, any Pre-existing IPR made by either Party will be with, and vest in, the owner of the relevant Pre-existing IPR.

6.2 As between GPTW and Company, the GPTW Intellectual Property, and all Intellectual Property Rights therein or relating thereto (except for limited rights granted to Company and Company's users herein), are and will remain the exclusive property of GPTW or its licensors. Company is not acquiring any rights to any GPTW Intellectual Property. Any use of GPTW Intellectual Property other than as expressly described in this Agreement requires prior written approval from GPTW.

6.3 Without GPTW's prior written approval, which may be withheld in GPTW's sole discretion, Company will not use or re-use any GPTW Intellectual Property in any manner other than pursuant to its receipt of the Services during the Term (including in any surveying conducted either in-house or with another vendor outside of the scope of this Agreement). Reports provided by GPTW to Company may be distributed internally by Company, but any external distribution requires prior written approval from GPTW which will not be unreasonably withheld.

6.4 Company will not infringe or misappropriate the Intellectual Property Rights of GPTW or of any third party in the course of performing its obligations under this Agreement.

6.5 Company acknowledges and agrees that GPTW Intellectual Property is the valuable property of GPTW. Company will safeguard and protect GPTW Intellectual Property that it receives. Company will not alter or modify, or permit others to alter or modify GPTW Intellectual Property without the prior written approval of GPTW. As examples only, and in no way as any limitation of this provision, no text may be revised nor may any mark or logo be altered, distorted or modified in any way.

6.6 In the event Company becomes aware of any infringement or unauthorised use of GPTW Intellectual Property by Company, its personnel or by any third party, Company will immediately notify GPTW of such infringement or unauthorised use. If such infringement or unauthorised use is by Company or its personnel, Company immediately will cease such infringement or unauthorised use; if such infringement or unauthorised use is by a third party, Company will cooperate with GPTW in causing the third party to cease such infringement or unauthorised use.

7. CONFIDENTIALITY

7.1 All information provided by Company to GPTW or otherwise obtained by GPTW as a receiving Party relating to the business or operations of Company or its clients or any person, firm, company or organisation associated with Company, will be treated by GPTW as confidential, and GPTW will not disclose the same to third parties without the prior written consent of Company. The Parties acknowledge and agree that the confidential information of Company does not include the Raw Data and the Aggregate Data, which will be confidential information of GPTW.

7.2 In the event that Company as a receiving Party has access to any confidential information and/or material belonging to GPTW (including GPTW Intellectual Property), whether such access is intended or inadvertent, then Company will treat such information and/or material as confidential and will not disclose such information and/or material to third parties without the prior written consent of GPTW.

7.3 The confidentiality provisions set forth herein will not apply to confidential information which (a) is in or enters the public domain other than by acts or omissions of the receiving Party, (b) is obtained by the receiving Party from a third party who obtained it lawfully without obligation of confidentiality, (c) is or has been independently generated by the receiving Party as evidenced in written documents, or (d) is properly disclosed by the receiving Party pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body that requires the disclosure of confidential information or material belonging to the other Party, provided that the receiving Party will before disclosure notify the other Party, unless such notice is prohibited, so that steps may be taken to attempt to quash or limit any disclosure.

7.4 The foregoing obligations as to confidentiality will apply retrospectively, from the point of first contact between Company and GPTW regarding the Services, and will remain in full force and effect notwithstanding any termination of this Agreement.

8. DATA PROTECTION

8.1 GPTW will use commercially reasonable efforts consistent with industry standards to collect, transmit, store, protect and maintain the Data and Company Data obtained through the Services. Data Privacy Policies provide additional details for compliance with the 2018 European Union General Data Protection Regulation (2016/679). GPTW collects Data for processing and archiving scientific and historical research purposes and statistical purposes assessing workplace culture, performance, and accreditation to assist organisations in evaluating and improving their workplaces.

8.2 **“Personal Information”** means any personal information about an individual, whether in paper, electronic or other form, received by GPTW from Company in connection with GPTW’s performance of its obligations under this Agreement. Personal Information includes but is not limited to a person’s name, address, contact information, e-mail address, IP address, employee identification number, consumer preferences, marital status, salary, occupation, demographic information, image, information provided by the individual in connection with its relationship with Company and the fact that individual has a relationship with Company. For purposes of this Agreement, Personal Information excludes nonpublic personal information provided by an individual directly to GPTW so long as GPTW was not collecting such information on behalf of Company or in furtherance of completing transactions as required pursuant to this Agreement.

8.3 In connection with the Services, GPTW may receive, process and store Personal Information in Ireland or other jurisdictions. Personal Information received by GPTW will be protected by GPTW as described in Section 8.1 above. In the event that consent of any individual is required to be obtained before transfer of Personal Information to GPTW, Company is responsible for obtaining the consent of any affected individual. Said consent needs to be freely given, specific, informed, unambiguous and given by a statement or clear affirmative action.

8.4 **“Sensitive Personal Information”** means an individual’s name together with a Personal Public Service (PPS) Number, financial account number, driver’s license or state-issued identification number, health or medical information, passport number, date of birth, mother’s maiden name, or biometrics.

8.5 Company agrees that Company will not under any circumstances provide or make available to GPTW any Sensitive Personal Information. If Company provides information containing Sensitive Personal Information, GPTW may return such information and request that Company strip out any Sensitive Personal Information.

9. BEST WORKPLACES IN IRELAND PROGRAMME PARTICIPATION

9.1 If eligible, Company may request to be entered as an applicant for the Best Workplaces in Ireland Programme which includes the Best Workplaces in Ireland® list (the “**List**”) published by GPTW’s media partners.

9.2 Integrity of the Selection Process. Any Participant that appears on one of our lists is selected primarily on the basis of their employees’ responses to the Great Place to Work Trust Index®, a proprietary employee survey developed by GPTW. In addition, GPTW evaluates materials submitted by the Participant, including the Participant’s response to the Great Place to Culture Audit® or Culture Audit Plus. For the List in particular, materials submitted by the Participant are considered. GPTW will not consider personal relationships, gifts, or any other influences (or attempted influences) in the selection of the Participants for a list. GPTW’s assessment/consulting practice helps companies become great workplaces, but the assessment/consulting part of our business does not help Participants to appear on a list. Evaluators involved in the selection of Participants for a list must sign non-disclosure agreements and are screened for potential conflicts of interest before participating in the evaluation process.

9.3 Confidentiality: Data, Materials, and other Company Information: As it relates to the Best Workplaces in Ireland Programme, GPTW will only provide company data to approved media and research “partners” who have been authorised in advance by written agreements with GPTW for purposes of developing and publishing a list and/or related findings. This data may include selected data points gathered in the Culture Audit, specific Trust Index survey results, and employee comments. GPTW may publish reports containing aggregate results of multiple list Participants, provided the data contains five (5) or more Participants’ combined results. GPTW may use aggregate data to publish reports, articles or books in addition to lists of great workplaces and workplace reviews. GPTW will not release an individual Participant’s survey scores without prior written permission. GPTW may cite examples of a Participant’s best practices in presentations and speeches, media interviews, articles, and other communications. Except in the manner set forth above or to a Participant’s authorised contacts, GPTW will not disclose whether a Participant applied to a current or past Best Workplaces Programme. This Agreement does not apply to any information of the Participant that (a) is or becomes available in the public domain; (b) becomes available to GPTW on a non-confidential basis from a third party or (b) is consented to disclosure by Participant.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and will continue for the period of one (1) year thereafter (the “**Initial Term**”), unless terminated earlier as provided in this Agreement; provided, however, that the Statement of Work shall terminate upon completion of the Services set forth therein and shall not automatically renew beyond the Initial Term. This Agreement will automatically renew for subsequent one-year periods, unless either Party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the end of the Initial Term or the then-current renewal period, as applicable. The Initial Term and any renewal periods are collectively, (the “**Term**”).

10.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to Company’s payment of Fees will be five (5) business days.

10.3 Termination for Convenience. Company may, at any time for any reason, terminate this Agreement by giving GPTW thirty (30) days’ advance written notice of the

termination. A cancellation fee will be payable by the Company as detailed in the Statement of Work. Any cancellation fee will be subject to the invoice and payment terms set forth in Section 4.2 above.

10.4 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Company's and Company's users' right to access and use the Services (and any GPTW Intellectual Property) will immediately terminate, Company and its users will immediately cease all use of the Services (and any GPTW Intellectual Property), and each Party will return and make no further use of any confidential information, materials, or other items (and all copies thereof) belonging to the other Party no later than ten (10) days after the effective date of the expiration or termination of this Agreement.

10.5 Survival. The rights and obligations of GPTW and Company contained in Sections 4 (Fees), 5 (Ownership), 6 (Intellectual Property), 7 (Confidentiality), 8 (Data Protection), 9 (Best Workplaces in Ireland List Entry), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive any expiration or termination of this Agreement.

11. INDEMNIFICATION

11.1 GPTW will release, defend, hold harmless and indemnify Company and its employees, officers, directors, shareholders, agents, representatives, successors and assigns, from and against any and all third party claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including reasonable lawyers' fees and costs, arising out of, resulting from or pertaining to (a) any negligent or wrongful act or omission of, or violation of law by, GPTW, or any of its employees, officers, directors, representatives or affiliates; or (b) a breach of any warranty or agreement made by GPTW herein.

11.2 Company will release, defend, hold harmless and indemnify GPTW and its employees, officers, directors, shareholders, agents, representatives, successors and assigns, from and against any and all third party claims, demands, causes of action, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from or pertaining to (a) any negligent or wrongful act or omission of, or violation of law by, Company or any of its employees, officers, directors, or representatives; or (b) a breach of any warranty or agreement made by Company herein.

11.3 The indemnified Party will promptly notify the indemnifying Party of any claim subject to indemnification, tender to the indemnifying Party control over the defense and settlement of the claim, and render reasonable assistance to the indemnifying Party with respect to such defense and settlement.

12. LIMITATION OF LIABILITY

12.1 If Company should become entitled to claim damages from GPTW for any reason in connection with this Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), GPTW will be liable only for the amount of Company's actual direct damages up to the amount that Company paid GPTW for the Services that are the subject of the claim. In no event will GPTW's aggregate liability to Company for all claims arising under or relating to this Agreement exceed the amount of twelve (12) months' worth of Fees paid by Company to GPTW under this Agreement. These limits are the maximum liability for which GPTW is responsible.

12.2 In no event will GPTW be liable for: (a) any damages arising out of or related to the failure of Company or its affiliates or personnel to perform their responsibilities; and/or (b)

any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if either Party has been advised of the possibility of such damages. GPTW will not be held responsible if it either delays performance or fails to perform under this Agreement as a result of any cause beyond its reasonable control.

13. GENERAL

13.1 Waiver. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder in any one or more instances or to insist on strict compliance with the performance of this Agreement or to take advantage of any respective rights will operate as a waiver thereof or the relinquishment of such rights in other instances but the same will continue and remain in full force and effect nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13.2 Assignment. This Agreement may not be voluntarily or by operation of law assigned or transferred in whole or part, or in any other manner transferred by GPTW without the prior written consent of Company, but GPTW may use subcontractors in assisting GPTW in providing the Services; provided that subcontractors sign an agreement with GPTW with at least terms as limiting as those in this Agreement. Any attempt to assign or transfer this Agreement other than in conformance with this Section will be of no effect and considered null and void.

13.3 Independent Contractor.

(a) GPTW is an independent contractor and nothing herein will be construed to the contrary. GPTW will not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of Company, or bind Company in any manner or thing whatsoever without Company's written consent. GPTW will use GPTW's own tools and instruments in providing the Services. GPTW will supply all necessary labor to render Services under this Agreement and may use subcontractors in doing so. GPTW will be solely responsible for the direction and control of GPTW's agents, employees, representatives and subcontractors, including decisions regarding hiring, firing, supervision, assignment and the setting of wages and working conditions. Company will neither have nor exercise disciplinary control or authority over GPTW or GPTW's agents, employees, representatives or subcontractors.

(b) No agent, employee, representative or subcontractor of GPTW will be or be deemed to be the employee, agent, representative or subcontractor of Company. None of the employer-paid benefits provided by Company to its own employees, including but not limited to Employer's Liability insurance, are available from Company to GPTW or to GPTW's employees, agents, representatives or subcontractors.

13.4 Governing Law; Venue. This Agreement will be governed and construed according to the laws of Ireland. The parties irrevocably agree that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts.

13.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such

provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

13.6 Amendments. Once executed, this Agreement, and any attachments to this Agreement, may be modified only through the execution of a written instrument signed by the Parties.

13.7 Use of Names/Logo. Company may request permission for the use of the Great Place to Work logo, and in doing so, understands that it is subject to all rules and guidelines set forth in the GPTW Logo Licence Agreement, which govern the usage of the Great Place to Work logo. GPTW may include Company's name on a client list, unless notified otherwise.

13.8 Legal Fees. If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing Party will be entitled to reasonable lawyers' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

13.9 Force Majeure. Neither Party will be liable, and its performance will be excused, for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labour dispute, war, sabotage, terrorism, acts of aggression or other violence provided such Party will have used its commercially reasonable efforts to mitigate its effects and has given prompt written notice to the other Party. The time for the performance will be extended for the period of delay or inability to perform due to such occurrences up to a period of thirty (30) business days at which time the Party unaffected by the Force Majeure event may immediately terminate this Agreement.

13.10 Successors and Assigns. This Agreement and all of the terms and conditions hereof will be binding upon and inure to the benefit of GPTW and Company and their respective successors, transferees, permitted assignees or legal representatives. Any terms of this Agreement containing a reference to GPTW or Company will apply with equal effect to any such successor, permitted assignee, transferee or legal representative of the Party in question.

13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one document.

13.12 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

13.13 Disputes. If any dispute or disagreement arises between the Parties with respect to the interpretation of any provision of this Agreement, the performance of either Party under this Agreement, or any other matter that is in dispute between the Parties related to this Agreement, then, upon the written request of either Party, the Parties will meet for the purpose of resolving such dispute. The Parties agree to discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto. By mutual agreement, the Parties may agree to non-binding mediation for such dispute. No legal proceedings for the resolution of such dispute may be commenced until either Party concludes in good faith and notifies the other Party in writing that an acceptable resolution through continued negotiation or mediation of the matter in issue does not appear likely. Upon such notification, either Party may commence legal proceedings. Notwithstanding the foregoing, either Party will be free at any point to pursue injunctive relief if a Party's Intellectual Property is being violated by the other Party or its affiliates.

13.14 Remedies. The rights and remedies herein provided will be cumulative and no one of them will be exclusive of any other and will be in addition to any other remedies available at law or in equity.

13.15 Order of Precedence. In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (a) this Agreement, exclusive of its Appendices and/or Statement of Works; and (b) Appendices and/or Statement of Works to this Agreement.

13.16 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (other than as described in Section 11). Only the Parties to this Agreement may enforce it.

13.17 Entire Agreement. This Agreement constitutes the entire understanding between the Parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement.



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