

PROFESSIONAL SERVICES AGREEMENT

Client	CISAC	Spanish Point Project Manager:	Xiyuan Zeng
Date	31/03/2025	Start Date:	TBC
Client Contact	Yann Lebreuilly	End Date:	TBC
Contact Details	Yann.lebreuilly@cisac.org	Project Name:	CISAC Azure/ISWC Infrastructure Update
		PSA Number:	PSA/5499

This Professional Services Agreement represents an agreement by Spanish Point Technologies Ltd. (Spanish Point), to provide the services set out herein and for the client to acquire those services subject to the terms and conditions provided for.

Description of Services to be provided:	Spanish Point will provide CISAC with 48.5 days for an Azure/ISWC Infrastructure Update, broken down as PM: 9 days Development: 39.5 days
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Specific Services		Days	Rate	Total			
Activity					Billing Address:		
Specification					Billing Type	Fixed Project	Expenses Budget
Design							
S/W Development		39.5	€794.70	€31,390.65	Payment Terms:	Billed on completion of Project.	Air Travel: Mileage: Hotel Subsistence Other Total
PM		9	€918.60	€8,267.40			
On-Site Support							
Documentation							
VAT @ 23%							
Total Services		48.5	Mixed	€39,658.05			

Terms:

- Should either party request both the parties agree to enter into a mutual confidentiality agreement. Notwithstanding the foregoing Spanish Point agrees to hold all commercially sensitive information which it is made aware of through this engagement confidential.
- All costs are in Euro € and exclusive of Vat. Payments are due in accordance with the agreed payment schedule. Milestone payments are due on the date indicated. Other payments are due within fifteen (15) days of date of invoice.
- Estimated start and finish dates are contingent on Spanish Point receiving your agreement to these terms within 3 business days of its date.
- The client may indicate their agreement by return email which will include an electronic copy of this Professional Services Agreement.
- Change requests will be agreed between the parties, which agreement will outline any changes to scope, delivery times and costs.
- Where custom software is being developed as indicated above, the client agrees to test custom-developed software within a reasonable period of time of receiving it and the terms of Spanish Point's Acceptance Policy (as provided by Spanish Point or available on request) shall apply.
- For the purposes of providing the services set out herein Spanish Point may require access to the client's premises, staff, computer systems or data. The client agrees to provide this access.
- For the purposes of providing the services set out herein Spanish Point may create and maintain various Azure environments in our Microsoft Azure tenancy, e.g., Development and Test environments. If this is the case, the costs of these environments will be recharged to you at cost.
- The client may require Spanish Point to agree to its policies regarding the use of its premises, its computer systems or its data.
- Custom developed software is covered by a 30-day warranty. All faults reported during this period will be repaired by Spanish Point at no cost to the client.
- On payment of all the applicable fees, client shall have a royalty-free, non-exclusive worldwide license to use, copy, modify and distribute internally the materials developed and delivered as part of the project.
- The annual support charge for custom developed software is 17 ½ % of the development costs.
- Spanish Point will charge a 25% cancellation fee for any Professional Services agreement cancelled within 10 working days of the estimated start date.
- During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof neither party will employ any personnel (including contractors) of the other party's.

- 15) In no event shall either party be liable for indirect, special, incidental or consequential damages, loss of profits, loss of use of data or interruption of business, whether such alleged damages are alleged in tort, contract or indemnity, even if such party has been advised of the possibility of such damages.
- 16) Except for breaches of Spanish Point's intellectual property rights, in no event shall either party's liability under this agreement exceed the amount of fees paid by the client to Spanish Point in the twelve (12) months prior to the date the claim is made.
- 17) This agreement shall be governed by the laws of Ireland and the parties hereto submit to the jurisdiction of the courts of Dublin
- 18) This agreement and the documents attached hereto, together with the Statements of Work issued from time to time hereunder and Spanish Point's Acceptance Policy (if applicable) supersede all prior agreements, arrangements and understandings between the parties and constitute the entire agreement between the parties relating to Project described herein.