

This AGREEMENT, reference number ASC-2022-1031, and its Schedules, is between

ASC Software Limited, registered in Ireland with number 315947 and having its registered office at Suite 39, The Hyde Building, The Park, Carrickmines, D18KX24 ("ASC")

And;

("Customer").

ASC grants, and the Customer accepts, a non-exclusive recurring licence to use the Software in accordance with the terms and conditions as set forth in this Agreement. This licence is limited to the use of the Software in Ireland and United Kingdom only.

The Licensee may use the software only as expressly permitted in this Agreement.

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply:

Additional Charges: the charges to be calculated by ASC on a time and materials basis at rates to be notified to the Customer from time to time in respect of the provision of Additional Services.

Additional Services: any additional work which is not included in the Services.

Affiliate: in relation to the Customer, its holding company or any subsidiary or it or such holding company.

Authorised Users: those employees and independent contractors of the Customer who are entitled to use the Software and Services under the Agreement.

Business Day: a day, (other than Saturday, Sunday, or public holiday) when banks in Ireland are open for business.

Confidential Information: any Confidential Information, matter, data, know how, documents, secrets, dealings, transactions, or affairs (however recorded or preserved), whether directly or indirectly disclosed to us by you or your employees, officers, representatives, or advisers whether before, during or after the Term.

Commencement Date: the date on which this Agreement is countersigned by ASC

Data: all data which a Customer uploads through the Software.

DPA: General Data Protection Regulation (GDPR), Data Protection Act 2018, the 2011 "ePrivacy Regulations" (S.I. No. 336 of 2011 – the European Communities (Electronic Communications Networks and Services) (Privacy And Electronic Communications) Regulations 2011

Fees: the fees for the use of the Software and the provision of the Services set out in Schedule 1 to this Agreement, as increased from time to time in accordance with Clause 8 on page 6.

Information: visual, textual, or other information published or otherwise made available by the Customer (directly or indirectly) using the Software.

Intellectual Property Rights: all patents, design rights, trademarks, copyright, rights in databases, trade secrets and other rights, Confidential Information, know-how and all other Intellectual Property Rights of a similar nature in any part of the world, whether registered or unregistered, and all applications and the rights to apply for the protection of any of the foregoing.

Minimum Term: the initial fixed minimum period of the Term, as set out in the Proposal.

Permitted Purpose: the internal administrative functions and processes of the Customer.

Purpose: has the meaning given in clause 4.5.2 on page 4

Pushed Data: all data which ASC or a subscriber, other than the Customer, uploads through the Software.

Service Credit: has the meaning given in clause VII) in Schedule 2 to this Agreement

Service Delivery Failure: has the meaning given in clause VII) in Schedule 2 to this Agreement

Service Hours: 8.00am – 5.00pm Monday to Friday (other than Bank Holidays), unless otherwise specified in the Proposal.

Service Level Arrangements: has the meaning given in Clauses V), VI), and VII) in Schedule 2 to this Agreement

Services: the access, hosting, and Support Services in relation to the Software, as set out in the Proposal

Software: ASC's automated vehicle service, maintenance, and repair solution, which can only be accessed through ASC's web-based portal, including any error corrections, updates, upgrades, modifications, and enhancements.

Subscriber: a person or organisation licensed by ASC to use the Software.

Support Services: the maintenance and support services in relation to the Software, as set out in the Proposal.

Term: the period of the Agreement until terminated in accordance with clause 11 on page 8

Trademark: the "ASC" trademark.

Transaction: any event where the Customer creates, receives, submits, requests, or transmits a record on the Software to or from another Subscriber in relation the activity or business of the Customer.

Uptime Service Level: has the meaning given in Clause V) in Schedule 2 to this Agreement

2. General Terms

- 2.1. Clause headings shall not affect the interpretation of these terms and conditions.
- 2.2. A person includes a corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 2.3. Words in the singular shall include the plural and vice versa.
- 2.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.5. These terms and conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

3. Software and Service Provision

- 3.1. Authorised Users are permitted to access and, subject to 3.4, use the Software for the Permitted Purposes.
- 3.2. Provided that the Customer obtains the express written consent of ASC, the Customer may sub-license any or all its rights and obligations under this licence, subject to the Customer procuring that any proposed sub-licensee enters into a sub-license agreement with the Customer in a form agreed by ASC.
- 3.3. The Customer agrees that it shall not and must not permit any of its Affiliates or any other third party to:

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- 3.3.1. Duplicate, modify, or distribute any portion of the Software or interfere or disrupt the Services, or
 - 3.3.2. Reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - 3.3.3. Modify the Software; or
 - 3.3.4. Create, develop market or support (in relation to the Software) the sale of any competing product, equivalent system, or system components for the purpose of managing, authorising, or transmitting vehicle compliance, service, and maintenance transactions, or otherwise commercially exploit the Software, or the Pushed Data for any purpose.
- 3.4. The Customer's access to the Software, in particular the various functions of the Software, shall be limited to the number of Authorised Users and level of subscription to the Software as set out in the Proposal.
 - 3.5. In order to access the Software, the Customer will be issued with a set of unique passwords. The Customer is responsible for the security and proper use of all passwords relating to the Software and must take all necessary steps to ensure that each password is kept confidential, secure, used properly in accessing the Software and not disclosed to any party other than the relevant Authorised User. ASC may periodically require one, some, or all of the Authorised Users shall change the password and shall notify the Customer accordingly.
 - 3.6. If an Authorised User forges, misplaces, or compromises any passwords, the Customer must contact ASC immediately and upon satisfaction of such security checks as ASC may determine, a new password will be given to enable the Software to be accessed.
 - 3.7. The Customer must inform ASC immediately if it has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.
 - 3.8. The monitoring and control of user logins and passwords relating to the use of the Software by Authorised Users for the processing of Transactions is solely the responsibility of the Customer.
 - 3.9. Subject to Clause V) in Schedule 2 to this Agreement, the Software shall be available in accordance with the Uptime Service Level.

4. Data Sharing and Security

- 4.1. ASC will collect specific information about the Customer when they register for the Software and Services, and when the Customer uses the Software and transmits Data. The Customer expressly agrees that ASC and any member of the group of companies of which ASC is a member may use such information for analysis and marketing purposes.
- 4.2. The Customer agrees that ASC may collate information in relation to the use of the Software and the Services in order to provide analysis and reports for the further development of the Software, and the benefit of Customers, Subscribers and third parties. ASC will use cookies to collect such information. More information about the cookies ASC shall use and how to recognise them can be found in our cookies policy. The Customer hereby expressly agrees to ASC's use of cookies.
- 4.3. The Customer agrees that its Data and information shall be made available to other Subscribers of the Software as authorised by the Customer through use of the invitation function of the Software, and the Customer grants an irrevocable license to ASC to use the Data for such purposes.
- 4.4. The Customer warrants to ASC that if and to the extent the Data or information it inputs into the Software contains or will contain personal data that the Customer has registered under the DPA in respect of the personal data and will maintain such registration at all times during the Term.
- 4.5. The Customer warrants and undertakes to ASC that:
 - 4.5.1. The Personal Data has been obtained and processed lawfully.

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- 4.5.2. The use of the Personal Data will be entirely consistent with any appropriate specified and lawful purposes for which the Customer has registered under the DPA in respect of the Personal Data purpose.
 - 4.5.3. The Customer will not use or disclose the personal data in any part thereof in a manner incompatible with the purpose.
 - 4.5.4. The Personal Data is adequate, relevant, and not excessive in relation to the purpose.
 - 4.5.5. The Personal Data is accurate, and the Customer will keep the personal data fully up to date at all times during the continuance of the Term.
- 4.6. ASC cannot guarantee and shall not be responsible for the accuracy, completeness, or currency of any Pushed Data, over which it has no control, and the Customer hereby unconditionally waives any rights that it may have to make any claims against ASC in respect of the quality or quantity of the Pushed Data.
 - 4.7. ASC and the Customer undertake to each other to comply at all times with the DPA. The Customer shall provide any reasonable assistance to ASC to assist in its compliance with the DPA.
 - 4.8. The Customer hereby agrees to indemnify ASC on demand in full and shall hold ASC harmless against all actions, claims, demands, liabilities, damages, costs, losses, or expenses incurred or suffered by ASC as result of any breach by the Customer of its obligations or the warranties under clauses 4.4, 4.5 and 4.7
 - 4.9. ASC (or its hosting partner) shall perform but is not limited to performing scheduled back back-ups, provide routine and emergency recovery, and manage the archiving process of the data.
 - 4.10. In the event of any loss or damage to the Data, the Customer's sole and exclusive remedy shall be for ASC to use reasonable commercial efforts to restore the lost or damaged Data from the latest back-up maintained by ASC in accordance with the archiving procedure described in clause 4.9.
 - 4.11. ASC shall not be responsible for any loss, destruction, alteration, or disclosure of Data caused by any third party.
 - 4.12. Any financial or other critical data that is entered into the system must be done by customer. While ASC can help with this task, it is the customer's responsibility to ensure that any critical data on the system, especially in areas that are publicly available/sent to their customers, is correct.
 - 4.13. In any support given to customers, while we strive for 100% accuracy, errors can occur, but ASC will not be held liable for any such errors, where it is the customer's ultimate responsibility to ensure the accuracy of data on the system.
 - 4.14. In any interfaces to/from other systems, it is the customer's sole responsibility to reconcile the data between both systems to ensure accuracy.

5. Proprietary Rights

- 5.1. The Customer acknowledges and agrees that ASC and / or its licensors own all Intellectual Property Rights in the Software and Services. Except as expressly stated, these terms and conditions do not grant the Customer any rights to ASC's Intellectual Property Rights.
- 5.2. ASC confirms that it holds all the rights in relation to the Software that are necessary for it to comply with these terms and conditions.
- 5.3. The Customer must:
 - 5.3.1. Notify ASC as soon as reasonably possible if it becomes aware of any infringement of its Intellectual Property Rights:
 - 5.3.2. Give ASC sole conduct of the defense, claim or action brought by a third party in respect of any purported Intellectual Property Rights infringement;

- 5.3.3. Not at any time admit liability or otherwise attempt to settle or compromise claim or action brought by any third party in respect of any Intellectual Property Rights infringement, except upon ASC'S express instructions; and
- 5.3.4. Act in accordance with the reasonable instructions of ASC and gave such assistance that ASC shall reasonably require in respect of conduct of the defense of a claim or action brought by any third party in respect of any Intellectual Property Rights infringement.
- 5.4. ASC shall have no liability to the Customer in respect of any Intellectual Property Rights infringement to the extent the same is due to any unauthorised alterations, modification, or adjustment to the Software without ASC's consent.

6. The Services

- 6.1. ASC shall provide the Support Services as set out in Schedule 2 to this Agreement.

7. Customer Obligations

- 7.1. The Customer is responsible for providing suitable telecommunication services, Internet connections, hardware, and Software necessary to enable access to the Software in the minimum specification stipulated by ASC from time to time.
- 7.2. The Customer must not use the Software:
 - 7.2.1. Fraudulently or in connection with a criminal offence;
 - 7.2.2. To send, receive, upload, download, use or reuse any material which is offensive, abusive, indecent, defamatory, obscene, or menacing, or in breach of copyright, confidence, privacy, or any other rights;
 - 7.2.3. To cause annoyance, inconvenience, or needless anxiety whether to ASC, any other Subscriber or any other third party by any means including using the Software for persistently sending or requests for information, other than as may be necessary or appropriate in respect of genuine transaction, generating unacceptable levels of data import or failing to monitor and respond to communications;
 - 7.2.4. To send unsolicited advertising or promotional material;
 - 7.2.5. Other than in accordance with the acceptable use policies of any connected networks; or
 - 7.2.6. In a way, whether knowingly or otherwise, which would impair the operation of the Software or Services or put them in jeopardy.
- 7.3. The Customer warrants that:
 - 7.3.1. The information and data provided by the Customer (whether stored on or sent via the Software) will not contain any material which is (or the accessing of which) would be obscene, offensive, defamatory or a criminal offence or otherwise unlawful;
 - 7.3.2. All necessary licenses and consents (including those from any third-party owners or licensors) have been obtained and that the Customer will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licensors and any other codes of practice which relate to information or data or are applicable or relevant to the Customers business.
- 7.4. The Customer is expressly responsible for the creation, maintenance, design and configuration of all information, data or other material that is transmitted through the Software and the Customer must ensure that contact details are included in a clear and legible form sufficient for receipt of any inquiries or complaints regarding information, data, or any other material which the Customer transmits through the Software. The Customer expressly acknowledges that ASC has the right to disclose such contact details to any person with an inquiry or complaint if they are unable to locate those details.

- 7.5. The Customer agrees to notify ASC immediately of any changes to the information, including but not limited to its contact details, that it provided when registering for the Software, and warrants that all information supplied at the time the Customer registered for the Software and any changes notified to these details will be true, complete, and accurate in all respects.
- 7.6. The Customer expressly agrees that access to the Pushed Data is provided for the sole provision of effecting transactions through the Software and cannot be used for any other purposes.
- 7.7. The Customer warrants that it will not, and it will procure that no authorised user shall create, develop, market or support (in relation to the Software) the sale of any competing product, equivalent system, or system components either in its own right or through any affiliate.
- 7.8. The Customer agrees to indemnify on demand ASC and keep ASC indemnified fully and effectively against all actions, proceedings, claims, demand, damages, and costs (including legal costs on a full indemnity basis) incurred by ASC as a result of any breach of the warranties set out in this class 7.

8. Fees

- 8.1. The Customer shall pay the Fees as set out in Schedule 1 to this Agreement.
- 8.2. In the event of any non-payment, ASC reserves the right to restrict/revoke user access to the system and restrict the role/permissions for users
- 8.3. At any time after the end of the Minimum Term, ASC shall be entitled to increase its fees, provided that:
 - 8.3.1. Only one such increase is made in any 12 months.;
 - 8.3.2. Such an increase does not exceed the increase in the CPI published by the Central Statistics Office in Ireland.
- 8.4. The fees shall be invoiced by ASC and paid by the Customer at least 30 days prior to the Commencement Date and each anniversary thereof, or as otherwise set out in the proposal.
- 8.5. ASC shall be entitled to levy Additional Charges:
 - 8.5.1. If Services are provided in circumstances where any reasonably skilled and competent IT engineer would have judged the Customer's request to have been unnecessary;
 - 8.5.2. If the Services are required as a result of any default of the Customer in compliance with its obligations under these terms and conditions or as a result of the Customer's failure to comply with ASC's reasonable instructions or directions issued from time to time; and/or
 - 8.5.3. If ASC provides any Additional Services.
- 8.6. Additional Charges shall be levied by ASC monthly in arrears and shall be payable by the Customer within 30 days of issue of an invoice.
- 8.7. Interest shall accrue on overdue amounts at the rate of 4% over the base lending rate of ASC's bankers from time to time, commencing on the due date and continuing until fully paid, whether before or after the judgment.
- 8.8. All payments due by the Customer to ASC shall be made without set-off or counterclaim.
- 8.9. The Customer acknowledges that ASC has the right to instigate normal credit checks if it, in its sole discretion, deems this to be appropriate and to disclose details and these terms to a credit reference agency for the purpose of assisting with credit decisions and fraud prevention. ASC reserves the right to refuse, without reason, any payment method tendered.

9. Suspension

- 9.1. The Customer acknowledges that ASC at its absolute discretion may temporarily suspend access to the Software or the provision of the Services:

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- 9.1.1. If ASC has not received payment by the due date, until such payment is received, together with any accrued interest in accordance with clause 8.7; and
 - 9.1.2. For contravention by the Customer of clauses 3, 4, 7, and 8 and in such instance, ASC will not restore access to the Software until it receives an adequate assurance from the Customer that there will be no further contravention.
 - 9.2. ASC may from time to time temporarily withdraw or make alterations to the Services or to the Software for technical, security, maintenance, and other operational reasons. ASC shall use all reasonable endeavours to give the Customer reasonable advance notice of any such down time or alterations, but the Customer acknowledges and agrees that on occasion such downtime or alterations, for technical, security maintenance and other operational reasons, may have to be made on very short notice, or without notice. ASC shall use its reasonable endeavours to minimise any negative impact of such changes upon the Services and upon the Customers business and will, wherever reasonably possible, seek to avoid any reduction in core functionality of the Software and the Services.

10. Limitations of Liability

- 10.1. This clause 10 sets out the entire financial liability of ASC (including any liability for the acts or omissions of its employees, agents, and its subcontractors) to the Customer in respect of:
 - 10.1.1. Any breach of these terms and conditions;
 - 10.1.2. Any use made by the Customer of the Services or the order Software or any Pushed Data or any part of them; and
 - 10.1.3. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.
- 10.2. Except as expressly provided in these terms and conditions, all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom or trade or otherwise are hereby excluded to the fullest extent permitted and this clause 10 specifies the entire liability of ASC including liability for negligence.
- 10.3. Except as expressly and specifically provided in these terms and conditions the Customer assumes sole responsibility for the results obtained from the use of the Software and the Services by the Customer, and for any conclusions drawn from such use. ASC shall have no liability for any damage caused by errors or omissions in any information provided to ASC by the Customer in connection with the Services, or any actions taken by ASC at the Customer's direction.
- 10.4. The Customer must notify ASC immediately if any third party makes or threatens to make any claim or issue legal proceedings against the Customer relating to the use of the Software and the Customer will, upon request, immediately stop the act or acts complained of. If ASC asks, the Customer must confirm the details of the claim(s) in writing.
- 10.5. Use of the Software to purchase products or services from another Subscriber is solely at the risk of the Customer and ASC shall accept no liability in respect of such products or services. In such event the Customer will enter into a contract directly with the appropriate subcontractor and not with ASC. Such order will be subject to such conditions as that subscriber specifies in relation to those products or services. ASC does not monitor the content of the subscribers' websites, or their terms and conditions and any links are provided for convenience only.
- 10.6. Nothing in these terms and conditions excludes the liability of ASC:
 - 10.6.1. For death or personal injury caused by AC's negligence; or
 - 10.6.2. For fraud or fraudulent misrepresentation

10.7. The Service Level Agreements set out in Schedule 2 to this Agreement state the Customers full and exclusive right and remedy, and ASC's only obligation and liability in respect of, the performance and/or availability of the Software, or their non-performance and non-availability.

10.8. Subject to clause 10.6 and clause 10.7:

- 10.8.1. ASC shall not be liable for any loss of profits, loss of business, depletion of goodwill and or similar losses of pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges, or expenses however rising; and
- 10.8.2. ASC's total aggregate liability and contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of contemplated performance of these terms and conditions shall be limited to the fees paid to ASC by the Customer during the 12-month subscription during which the claim arose.

11. Term and Termination

11.1. The agreement shall commence on the commencement date and, unless terminated earlier in accordance with these terms and conditions, shall continue for the Minimum Term.

11.2. After the expiry of the Minimum Term, the agreement shall continue, unless:

- 11.2.1. the Customer notifies ASC of termination, in writing, at least three months before the end of the Minimum Term, in which case the agreement shall terminate upon the expiry of the Minimum Term; or
- 11.2.2. following the expiry of the Minimum Term, the Customer serves twelve months' notice to terminate on ASC, in writing, in which case the Agreement shall terminate upon the expiry of the notice; or
- 11.2.3. ASC notifies the Customer serves three months' notice to terminate on the Customer, in writing, in which case disagreement shall terminate upon the expiry of the notice; or
- 11.2.4. terminated in accordance with clause 11.4

11.3. If the Customer terminates the Agreement during the Minimum Term other than as a result of a material breach of these terms by ASC, then the Customer shall pay to ASC on demand as liquidated damages an amount equal to any and all fees and Additional Charges that it would have paid to ASC pursuant to Clause 8, calculated from the date of termination until the end of the Minimum Term. The parties confirm that these liquidated damages represent a genuine pre-estimate of ASC's losses and are payable without prejudice to any other rights and remedies that ASC may have.

11.4. Without prejudice to any of the rights and remedies to which the parties may be entitled, the Agreement may be terminated immediately by notice in writing:

- 11.4.1. By either party if the other party is in material or continuing breach of any of its obligations under the Agreement and fails to remedy the same (if capable of remedy) within thirty days of receipt of a written notice of the breach of the other party.
- 11.4.2. By ASC if it has not received payment by the due date;
- 11.4.3. By either party if an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;
- 11.4.4. By either party, if an order is made for the appointment of an administrator to manage the affairs, business, and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder;
- 11.4.5. By either party if a receiver is appointed of any of the other party's assets or undertakings, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint

- a receiver or manager of the other party, or if any other person takes possession of, or sells, the other party's assets
- 11.4.6. By either party, if the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt
- 11.4.7. By either party, if the other party ceases, or threatens to cease, to trade; or
- 11.4.8. By either party, if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.5. On termination for any reason:
- 11.5.1. All licences granted under this Agreement shall immediately terminate.
- 11.5.2. ASC may destroy or otherwise dispose of any of the Data in its possession unless ASC receives, no later than ten days after the effective date of termination or expiry of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Data. ASC shall use reasonable commercial efforts to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by ASC in preparing a copy of the Data; and
- 11.5.3. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 11.6. For the avoidance of doubt, until the Data is destroyed, all licences granted by the Customer to ASC in respect of the Data shall survive termination of these terms.

12. Variation to the Services and to the Contract

- 12.1. Subject to Clause 8.3, no variation, modification, addition, supplement, or other change to these terms shall be effective unless in writing and signed by the duly authorised representatives of the parties.

13. Force Majeure

- 13.1. ASC shall have no liability to the Customer under these terms and conditions if it is prevented from or delayed in performing its obligations under these terms and conditions, or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes (whether involving the workforce of ASC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14. Confidentiality

- 14.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these terms and conditions. A party's Confidential Information should not be deemed to include information that:
- 14.1.1. Is or becomes publicly known other than true any act or omission of the receiving party; or
- 14.1.2. while it's in the other party's lawful possession before the disclosure; or
- 14.1.3. Is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- or

- 14.1.4. Is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 14.1.5. Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 14.2. Subject to clause 4.3, each party shall hold the other's Confidential Information in confidence and unless required by law not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of the agreement.
- 14.3. This clause 14 shall survive termination of the agreement, however arising.

15. Notices

- 15.1. Any notice required to be given under these terms and conditions shall be in writing and shall be delivered by hand or sent by prepaid post or recorded delivery post to the other party at its registered office address or such other address as may have been notified by that party for such purposes.
- 15.2. Any notice delivered by hand shall be deemed to have been received when delivered or if delivery is not in business hours, at 9:00 AM on the first business day following delivery. A correctly addressed notice sent by prepaid post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

16. Miscellaneous Provisions

- 16.1. This Agreement along with its Schedules, terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may only be modified in writing and comes into effect on either of the date when duly executed by both Parties or a date specified in such modification.
- 16.2. A waiver of any right under these terms and conditions is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.3. Unless specifically provided otherwise, rights arising under these terms and conditions are cumulative and do not exclude rights provided by law.
- 16.4. If any provision or part of a provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.
- 16.5. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 16.6. These terms and conditions and any documents referred to in them, constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relation to the subject matter they cover.
- 16.7. Each of the parties acknowledges and agrees that in entering into the agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding whether in writing or not of any person other than its party to the agreement or not relating to the subject matter of the agreement, other than as expressly set out in the Agreement.
- 16.8. The Customer shall not, without the prior written consent of ASC, assign, transfer, charge, subcontract, or deal in any other matter with all or any of its rights or obligations under these terms and conditions.
- 16.9. ASC may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these terms and conditions.
- 16.10. Nothing in these terms and conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as an agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including,

but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.11. The agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

17. Governing Law and Jurisdiction

17.1. These terms and conditions and any dispute or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the laws of Ireland.

17.2. The parties irrevocably agree that the Courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions.

18. Agreement may be signed in Counterparts

18.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

ACCEPTED, for, and on behalf of ASC Software Limited	ACCEPTED, for, and of behalf of Customer
Signature	Signature
Print Name	Print Name
Title / Position	Title / Position
Date	Date

Schedule 1- Fees

This is Schedule 1 to the Agreement reference ASC-2022-1031.

The Annual Recurring Licence fee in respect of this Agreement is:

€nnn,nnn.00

All amounts and fees stated or referred to in the Agreement are exclusive of Value Added Tax, which shall be added to ASC's invoice at the appropriate rate.

The Fee (including all taxes and charges) is due and payable in accordance with the terms and conditions as set out in this Agreement and specifically, in Clause 8. ASC may modify the Fee from time to time in accordance with Clause 8.3.

ACCEPTED for, and on behalf of ASC Software Limited	ACCEPTED for, and of behalf of Customer
Signature	Signature
Date	Date

Schedule 2 – Support Services

This is Schedule 2 to the Agreement reference ASC-2022-1031

- I) The Services shall be provided during the Service Hours.
 - a) To enable ASC to render the Services and any additional Services the Customer shall:
 - 1) Provide ASC with all necessary cooperation and information relating to the Agreement;
 - 2) Comply with all technical instructions published by ASC from time to time;
 - 3) Comply with all applicable laws and regulations with respect to its activities under these terms (including the DPA); and
 - 4) Carry out all other Customer responsibilities set out in these terms and conditions in a timely and efficient manner.
- II) ASC at its sole discretion and by express agreement, agrees to provide the Customer with all or any of the additional Services at a cost to be agreed by ASC which shall be charged to the Customer as Additional Charges.
- III) ASC warrants as well as represents that it will use all reasonable commercial endeavours to;
 - a) Comply with all applicable laws in performing its obligations under these terms;
 - b) Perform the Services and any additional Services in accordance with good industry practice using reasonable skill and care;
 - c) Meet the uptime Service level set out in clause V) below.
- IV) ASC does not warrant nor gave any guarantee that:
 - a) The Software will operate without interruption or error or to be free of problems or;
 - b) That any pushed Data is at any time up to date or accurate; or
 - c) That the Services or the additional Services (if it agrees to provide them) will not cause the Customer's other hardware our Software to operate without interruption or error, or to be free of problems.
- V) ASC shall provide at least 99.8% uptime Software availability per month (Uptime Service Level). This availability refers only to an access point on the ASC's nominated host backbone network, as the Customer is responsible for its own internet access. Availability does not include maintenance events, Customer-caused outages or disruptions, or outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 13.
- VI) ASC gives no guarantee that the Software and or the Services will be uninterrupted or error-free, but ASC agrees to use reasonable endeavours to correct reported faults as soon as ASC reasonably can. Faults must be reported by the Customer to ASC by telephone +353 1 908 1108, or email tickets@assetminder.help.
- VII) If availability falls below their optimum service level in a given calendar month (Service Delivery Failure) ASC shall credit their Customers account by an amount calculated as the product of the total cumulative downtime (expressed as a proportion of the total possible uptime minutes in the month concerned) and their monthly subscription fee paid by the Customer (Service Credit).
 - 1) Service credit shall not be payable unless their Customer requests it within 30 days of the service affecting event. The maximum Service Credit allowable in a given month is limited to the total fees paid by the Customer in respect of such month.
- VIII) ASC reserves the right to suspend access to the Software or refuse provision of the Services in accordance with clause 9.



X) Subject to VIII) above, ASC agrees to provide the Customer with the Services on these terms and conditions.

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