



DNA IT Solutions Ltd. - General Terms of Business (Managed IT Services)



DNA IT SOLUTIONS LTD. TERMS OF BUSINESS

1 DNA IT - TERMS OF BUSINESS, WHO WE ARE

We are DNA IT Solutions Limited, www.dnait.ie, an Irish company providing IT services and solutions. We are headquartered at Suites 3 & 4, Plaza 212, Blanchardstown Corporate Park 2, Dublin 15, D15 FP90, Ireland. This document (“**this agreement**”) sets out the terms and conditions of our agreement which shall apply to Services which we provide to you.

2 GLOSSARY

In this agreement:-

us, ours and similar words are references to DNA IT Solutions Limited.

you, yours or similar words are references to the Customer identified as such in the Contract Summary which is page 1 of this document.

Applicable Law means all applicable laws, statutes, regulations and codes from time to time in force.

Contract Term means the period set out at clause 12.6 (“*Term and Extension*”), or as per the specific Schedule of Service if the Contract Term set out there is different.

Customer Equipment means any equipment, including tools, systems, cabling or facilities, provided by you which is used directly or indirectly in the supply of the Services.

Customer Materials means all documents, information, items and materials in any form, whether owned by you or a third party, which are provided by you to us in connection with the Services.

Data Protection Legislation means the Data Protection Act 2018 and any regulations or enactments thereunder or successor legislation; Directive 95/46/EC; Directive 2002/58/EC; Regulation (EU) 2016/679 and any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance issued by the Office of the Data Protection Commissioner; all as amended, modified, consolidated or re-enacted from time to time.

Hardware means computer hardware, peripherals or devices including personal digital assistants (PDAs) and mobile ‘phones.

Infrastructure Projects means a project forming part of the Services which is made up of a number of distinct components, which may include components such as IT hardware platforms, operating systems, data management and storage systems, networking and telecommunications include voice and data, business related software applications, internet platforms, security platforms, and consulting and systems integration services.

IPR means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Solution Partners means any third-party providers of cloud computing, data and/or systems security and any other services who we arrange to provide to you the services described in the Schedule of Services, or any portion of those services.

Services means the IT services or support services described in the Schedule of Services hereto.



Schedule of Services specifies the broad services which form part of this contract. Please note the schedule of services does not in all cases specify specific numbers of users, licences or resources as these can vary from time to time based on business requirements. These quantities will be adjusted in agreement with the customer. In addition, some individual services if purchased from third party providers will have their own terms of business attached. This will be identified in the schedule of services and you will be either directed to the third-party suppliers' terms and conditions of use or in certain circumstances we will specifically request your approval of the specific terms of business related to that service prior to making the service available.

Supplier's Equipment means any equipment, including tools, systems, cabling or facilities, provided by us and used directly or indirectly in the supply of the Services including any such items specified in the schedules to this document.

3 WHAT WE DO

We provide IT services enabling customers to outsource IT functionality and requirements and we operate as a virtual IT department for customers. We can procure hardware software and services for customers and as may be set out in the customer specific Schedule of Services. We can arrange for one or more Solution Partners to provide to you the services described in the Schedule where we deem is most appropriate.

4 OUR SERVICES

The specific Services which we will provide to you are those which are set out in the Schedule of Services. If applicable, we will provide or arrange for a Solution Partner to provide to you the Services set out in the Schedule of Services (or part of them).

On commencing provision of the Services, we may review your Hardware infrastructure and your usage, and we may propose and price for you any upgrades, enhancements or extensions that we believe would be of value to you.

In addition, subject to payments of our charges for such work, we can assist you with Hardware issues as they arise on your network equipment, reviewing your contracts for the acquisition of Hardware including your warranty protection in respect of your Hardware. Where agreed, we will procure for you Hardware which we recommend if you agree it is appropriate to your requirements.

We may periodically during the continued provision of Services review and monitor your Hardware capacity and usage and where appropriate propose and price alternatives or enhancements.

We will provide the Services to you using reasonable skill and care and will use reasonable skill and care in recommending Solution Partners to provide you with certain of the Services. All warranties, undertakings, conditions and other terms in relation to the Services on our part, whether implied by statute or common law or otherwise, are to the fullest extent permitted, hereby excluded from this Contract.

We do not warrant that the Services will be uninterrupted or error-free, that defects will be corrected, that the Services or any part of them is free from viruses or other harmful components, or that successful or accurate results or outcomes will result from your use of the Services. In particular, insofar as we provide security platforms to protect against virus attacks and other security threats, you must note that no such security platform is 100% secure and accordingly we do not warrant that such security platforms will successfully protect you or your data or the Customer Materials in all circumstances and we shall have no liability or responsibility to you for any such losses.

You must use secure and strong passwords for all operations. You shall be fully responsible for any damage to your data or the Customer Materials which is due in whole or in part to you failing to use such passwords or failing to keep such passwords confidential.

5 SOLUTION PARTNERS

5.1 We do not provide or take any responsibility of any kind for any Services which are provided by Solution Partners and we are not responsible for any act or omission of a Solution Partner. Similarly, where we procure Hardware for you we may assist you in pursuing warranty protection and engaging with the Hardware vendor but we are not in a position to, and do not, make any



warranties or representations as to such Hardware (including, without limitation, as to its quality, suitability or performance), nor shall we have any responsibility or liability for the Hardware or for your use of the Hardware.

- 5.2 All Services provided by Solution Partners are supplied pursuant to the terms and conditions of the applicable Solution Partner. We shall provide those terms and conditions to you upon request. Where you accept or use Services provided by a Solution Partner, that acceptance or use of those Services shall constitute your agreement to and acceptance of the terms and conditions of that Solution Partner.
- 5.3 Services provided by Solution Partners are subject to the duration of contract or length of subscription set out in the terms and conditions of that Solution Partner. For the avoidance of doubt, you agree that you are bound by such duration of contract or length of subscription, even if this agreement has terminated or expired prior to the termination or expiry of that duration of contract or length of subscription.
- 5.4 You acknowledge and agree that the terms and conditions of the Solution Partners may contain some or all of the following provisions (or similar provisions) and that you will be bound by same, and will fully indemnify us and hold us harmless for any claim, loss or damage which arises from your breach of same:-
- 5.4.1 The content and description of the services provided by Solution Partners are subject to change on the terms of, and subject to such notice as is set out in, the Solution Partner's terms and conditions;
- 5.4.2 The services provided by Solution Partners are subject to any exclusions of warranties, limits of liability or limitations of service levels set out in the Solution Partner's terms and conditions;
- 5.4.3 You shall pay the charges for the services provided by Solution Partners which are set out in the Solution Partner's terms and conditions;
- 5.4.4 The term of your agreement with the Solution Partner in question or length of subscription may be subject to automatic renewal if not terminated in advance of expiry;
- 5.4.5 The services provided by Solution Partners may be subject to a right on the part of the Solution Partners to terminate the Service on notice to you;
- 5.4.6 You will have such licence or right to use the services of the Solution Partner as is set out in the terms and conditions of the Solution Partner. This will usually be a limited and temporary licence / right of use;
- 5.4.7 You will be responsible for the content of data which you provide, upload or create in using the services provided by Solution Partners and will be responsible and liable for any damage caused by that data and indemnify the Solution Partner for same. You will also be responsible for maintaining the confidentiality of authentication credentials.
- 5.4.8 Solution Partners may reserve the right to access or disclose the data which you provide, upload or create in certain circumstances, such as (without limitation) for the purposes of disclosing it to law enforcement or other government authorities or where that is required by law.

6 OUR ASSURANCE AND OUR RESPONSIBILITY TO YOU

- 6.1 We undertake to provide the Services using reasonable skill, care and diligence, other than Services provided by the Solution Partners.

7 YOUR OBLIGATIONS

- 7.1 You agree and undertake that you shall:
- (a) co-operate with us in all matters relating to the Services;



(b) appoint a manager/contact point for the Services, such person as identified under the heading of 'Terms of Business Acceptance', below and the Contract Summary at page 1. That person shall have the authority to contractually bind you on matters relating to the Services;

(c) provide, for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to your premises, office accommodation, data and other facilities as required by us including any such access as is specified in the Schedule or Schedule of Services;

(d) provide to us in a timely manner all documents, information, items and materials in any form (whether owned by you or a third party) reasonably required by us in connection with the Services and ensure that they are accurate and complete;

(e) inform us of all health and safety and security requirements that apply at any of your premises;

(f) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant standards or requirements;

(g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable us to provide the Services, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Services are to start;

7.2 If our performance of our obligations under this agreement is prevented or delayed by any act or omission on your part or that of your agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy we may have, we shall be allowed an extension of time to perform such obligations equal to the delay caused by you or your agents, subcontractors, consultants or employees.

8 OUR FEES

8.1 You shall pay to us the fees set out in the Information and Billing Schedule. Those fees are exclusive of Value Added Tax (VAT) which you shall also pay at the rate which is applicable from time to time.

8.2 Our fees are payable monthly or quarterly in advance by direct debit, as set out in the Information and Billing Schedule.

8.3 You shall pay all fees in respect of hardware and software components ordered as part of Infrastructure Projects, which are due in advance.

8.4 Where Solution Partners' fees for services provided to you are invoiced by the Solution Partner in a currency other than Euro, we shall, at our discretion, apply an appropriate currency exchange rate in order to convert those fees to Euro. You shall pay to us the converted Euro equivalent amount in respect of such fees.

8.5 On the anniversary of the entry into of this agreement, and on each subsequent anniversary of that date (each a "**Review Date**"), the fees payable under this agreement shall automatically increase in proportion to any increase in the Consumer Price Index in the 12 month period preceding that Review Date. For the purpose of this clause the Consumer Price Index shall mean the index as published by the Central Statistics Office in Ireland or by any other Government Department upon which the duties in connection with such index shall have devolved. For the avoidance of doubt, any decrease in the Consumer Price Index shall not result in a decrease in the fees payable hereunder.

8.6 We may review and increase the fees payable by you to us where:-

(a) There is a change in your usage levels or demand for the services, for instance, due to an increase in users, or for any other reason; or

(b) There is an increase in your requirement for fixed cost items, for instance, cloud storage or software licences. In such circumstances, the fees payable by you shall be adjusted upwards to take account of those additional items which you require.

Where such increased demand for services or requirement for additional items arises, our provision of same to you shall be governed by this agreement.



- 8.7 In the event that you do not pay our fees on the due date then without prejudice to any other right which we may have arising from such non-payment we may, on giving you one week's notice, suspend provision of the Services until such time as our fees are paid.
- 8.8 You acknowledge and agree that we may vary or increase our fees from time to time as we deem fit. In the event that our fees are to be increased we will give you not less than 30 days' notice of the nature and amount of the increase. From the date of such notice onward, our fees are payable in accordance with any such notice of increase given to you.
- 8.9 If you fail to make any payment due to us under this agreement by the due date for payment, then, without limiting our remedies elsewhere in this agreement, you shall pay interest on the overdue amount at the rate of 5% per annum above the European Central Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

9 WHAT YOU OWN AND WHAT YOU ARE RESPONSIBLE FOR

- 9.1 In the event of any malfunction of or issue with your Hardware, we will advise you and assist you using reasonable care (subject to your agreement to and payment of our fees for such work) but we are not responsible to you for such Hardware and your recourse is solely to your Hardware Vendor.
- 9.2 You are responsible for ensuring that your Hardware and your IT systems are operated by your staff in a safe and proper environment and powered from a clean and stable electricity source, for ensuring that other than agreed with us, no person who is not one of our employees or staff services, repairs or modifies any of your Hardware. You are also responsible for making available to us such working space and facilities as we may reasonably require in order to provide the Services.
- 9.3 You are responsible for obtaining and maintaining adequate insurance protection to protect your business in respect of business continuity risk, cyber theft, fraud and similar risks.

10 DATA PROTECTION

- 10.1 The terms "process" (and its derivatives), "data controller", "data processor", "data subject" and "personal data" shall, where used in this Clause 10, have the meanings given to them under the Data Protection Legislation.
- 10.2 The parties agree that in respect of any personal data processed by us under this Agreement ("**Personal Data**"), you are the data controller and we are a data processor.
- 10.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.4 The Data Protection Schedule sets out the following information in relation to the Personal Data to be processed by us in accordance with the Services:-
- The subject matter and the processing;
 - The nature and purpose of the processing;
 - A description of the types of personal data processed;
 - Description of the data subjects comprised within the Customer personal data referred to in this clause.
- 10.5 You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.
- 10.6 We shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:



(a) process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

(b) ensure that we will work in cooperation with you to have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (insofar as that is possible), appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that DNA IT personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:

(i) each party has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) we comply with reasonable instructions notified in advance by you with respect to the processing of the Personal Data;

(e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify you without undue delay on becoming aware of a Personal Data breach; and

(g) maintain records and information to demonstrate its compliance with this clause 11.

10.7 You consent to the appointment of the Solution Partners as a third-party processors of Personal Data. As between us, you shall be liable for all acts or omissions of any third-party processor appointed pursuant to this clause.

10.8 You confirm that, for the purposes of clause 10.6(d) you consent to the transfer of Personal Data to locations outside of the European Economic Area and that you have obtained all necessary consents or other permission or approval from the data subjects concerned.

10.9 We may, at any time on not less than 30 days' notice, revise this Clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11 INTELLECTUAL PROPERTY

11.1 In relation to the Services, we, and our licensors shall retain ownership of all IPR in the Services, excluding the Customer Materials;

11.2 In relation to the Customer Materials, you retain ownership of all IPR in the Customer Materials; and you grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to you.

11.3 You confirm that you:



(a) warrant that the receipt and use of the Customer Materials shall not infringe the rights, including any IPR, of any third party; and

(b) shall indemnify us in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by us as a result of or in connection with our receipt or use of the Customer Data, including any claim brought against us for actual or alleged infringement of a third party's IPR arising out of, or in connection with, the receipt or use of the Customer Materials.

12 OTHER TERMS OF OUR RELATIONSHIP

12.1 Confidentiality and Proprietary Rights

We will treat as confidential to you the contents of your computer records. However, we may disclose those computer records to our employees, officers, representatives or advisers who need to know such information for the purposes of this agreement, or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2 Our staff and your staff

We will not approach or offer to employ or engage any of your staff at any time while we are providing services to you (or for a period of six months thereafter) other than with your prior written consent. You undertake to us not to approach, offer or engage any of our employees, staff or consultants whether for yourself or for any other party other than: -

12.2.1 With our prior written consent; or

on paying to us a fee equal to 30% of the annual salary or annualised consultancy fees you offer to pay to such person; or

12.2.2 Where you prove to our satisfaction that such person has unsolicited by you replied to a public advertisement of a job offer by you.

12.3 Matters outside our control

In providing the Services, we cannot be liable to you due to any delay or failure or action or omission on the part of any third party or any other matter outside our control such as but not limited to fire, flood, storm damage, explosion, electrical failure, internet connectivity failures, strikes, lock-outs, or cyber terrorism ("**Force Majeure Event**"). If we are prevented, hindered or delayed in or from performing any of our obligations under this agreement by a Force Majeure Event we shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.4 Binding nature of these Terms of Business

Your acceptance of the Services constitutes your acceptance that this agreement shall form the sole basis of our contract with you to the exclusion of all prior correspondence including but not limited to any Request for Quote/Tenders, purchase orders, contract confirmation notes or similar documents that you may have issued or may issue.

12.5 Resolving disputes

We will at all times work with you to provide the Services in a smooth and seamless fashion. If you should have any unhappiness with any aspect of the Services, in the first instance, you should raise them with your dedicated service provision supervisor. If this does not resolve matters to your satisfaction, then you or we can escalate the matter to a management level with a view to resolving the issue which has arisen. Our respective management representatives shall in good faith seek to resolve the dispute and neither you nor we shall take any legal action in any court in competent jurisdiction until after such meeting has been held or one month has expired from such meeting having been proposed, whichever is the earlier.



12.6 Term and Extension.

This agreement shall commence on the Contract Start Date set out in the Contract Summary on page 1. Unless terminated earlier in accordance with clause 12.8, this agreement shall continue for a minimum period of 36 months ("**Initial Term**") and shall automatically extend for 12 months ("**Extended Term**") at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other, not later than three months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

12.7 Limit on our liability

Our liability to you in respect of any matter arising out of the provision of the Services (other than death or personal injury) shall be limited to the aggregate total of the fees paid to us under the specific 4D Support Framework Agreement schedule of this contract in the 6 months prior to such matter arising. We shall not in any circumstances be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information
- (g) any loss which arises from or is caused by any act or omission by any person who is not an employee of DNA IT Solutions Limited; or
- (g) any indirect or consequential loss.

The terms implied by the Supply of Goods and Services Acts 1893 to 1980 are, to the fullest extent permitted by law, excluded from this agreement.

12.8 Termination

12.8.1 Without affecting any other right or remedy available to us, we may terminate this agreement with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 7 days after being notified to do so;
- (b) you repeatedly breach any of the terms of this agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with your having the intention or ability to give effect to the terms of this agreement;
- (c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts;
- (d) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with any of your creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (if a company);
- (f) an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over you (if a company);



- (h) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
- (i) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (j) you threaten to suspend or cease, carrying on all or a substantial part of your business, or become bankrupt or insolvent or, if a person, you die or become incapable of performing your obligations hereunder;
- (k) there is a change in your ownership or control (if a company) or a change of your IT management/staff, general personnel or the person(s) with whom we liaise in respect of the Services; or
- (l) any event occurs, or proceeding is taken, with respect to you in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in clauses 12.8.1(a)-(k) (inclusive).

12.8.2 Without affecting any other right or remedy available to us, we may terminate this agreement with immediate effect by giving written notice to the you if you fail to pay any amount due under this agreement on the due date for payment and remain in default not less than 7 days after being notified to make such payment.

12.8.3 On termination or expiry of this agreement:

(a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;

(b) you shall return all of the Supplier's Equipment. If you fail to do so, then we may enter your premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, you shall be solely responsible for their safe keeping; and

(c) the following clauses shall continue in force: clause 2 (Glossary), clause 5 (Solution Partners), clause 11 (Intellectual Property), clause 12.2 (Our Staff and Your Staff), clause 12.7 (Limit on our liability), clause 12.8.4 and 12.8.5 (Consequences of termination), clause 13.4 (Waiver), clause 13.7 (Severance), clause 13.10 (Conflict), and clause 13.14 (Jurisdiction).

12.8.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. Miscellaneous

13.1 This agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement.

13.2 We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this agreement.

13.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.4 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

13.5 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and remedies



- 13.6 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law

Severance

- 13.7 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

Entire agreement

- 13.8 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 13.9 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Conflict

- 13.10 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

No partnership or agency

- 13.11 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Third Party Rights

- 13.12 Nothing in this agreement is intended to, or shall be deemed to, establish any rights or obligations on the part of third parties who are not parties to the agreement.

Notices

- 13.13 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by email, hand or by pre-paid first-class post or other next business day delivery service. The addresses for notices or other communications under this agreement shall be:-

Governing law and jurisdiction

- 13.14 This Agreement and provision of our services is governed by Irish law and the courts of Ireland shall have exclusive jurisdiction in respect of any matter arising and not resolved by consultation as set out above.

