

HUBCENTRAL GENERAL TERMS AND CONDITIONS OF BUSINESS

This version of the terms and conditions was updated on 8 June 2023. The current version can be found at <http://www.hub360.ie/terms-conditions>

Hubcentral Consultancy Limited, a private company limited by shares registered in Ireland (registered number 612528) having its registered office at 5 Cherry Close, Beaufort Place, Navan, Co. Meath, (the “Supplier”) is a company providing services and software to the Customer (whose details are set out in the Order Form) to use Hub360 and obtain other Services from the Company subject to these terms and conditions.

NOW, THEREFORE, in consideration of the agreements and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise stated:

“**Affiliate**” means an entity which controls, is controlled, or is under common control with a party or any other entity controlled by such party, where “**control**” means: (a) the indirect or direct or beneficial ownership of a voting interest of at least fifty percent (50%) (or in a jurisdiction where majority ownership is prohibited by law, the maximum ownership percentage permitted by law); or (b) the right or power, directly or indirectly, to elect a majority of the board of directors (or equivalent); or (c) the right or power to control management;

“**Agreement**” means the Order Form, together with any attached schedules and these Hubcentral General Terms and Conditions, as amended from time to time in accordance with the terms hereof;

“**Business Day**” means any days other than Saturday or Sunday, or a bank or public holiday in Ireland;

“**Business Hours**” means the Supplier’s normal business hours, being 9am to 5:30pm on a Business Day;

“**Confidential Information**” means, subject to clause 8.4, this Agreement and any information, however conveyed or presented, that relates to: (a) products, services, processes software applications, algorithms, tools, reporting, operations, business, affairs, strategies, business models and plans, analyses, compilations, pricing, budgets, promotions, developments, trade secrets, know-how, sales and marketing information, financial information, technical information and data of the owner Party, its Affiliates, or its customers or suppliers; (b) all information derived from, containing or reflecting any information under paragraph (a); and (c) any other information clearly designated by a Party as being confidential to it (whether or not it is marked ‘confidential’), or which ought reasonably be considered to be confidential;

“**Effective Date**” means the Effective Date in the Order Form;

“Customer Material” means all documents, information and data (however stored) that is provided by the Customer to the Supplier for the purposes of this Agreement and performing the Services, but excludes Contract Material;

“Customer Systems” means the Customer's information technology systems and networks, including, but not limited to, any electronic point of sale systems, enterprise resource planning systems, ecommerce platforms, computers, networks, databases, and servers owned, licensed or leased by the Customer, or operated by a third party on behalf of the Customer, whether onsite at the Customer's premises or online;

“Data Protection Legislation” means all laws relating to data protection, privacy, data security or electronic marketing including: (i) the Data Protection Act 1988 and 2018 and all other applicable national laws, regulations and secondary legislation implementing European Directive 95/46/EC; (ii) the GDPR and all related national laws, regulations and secondary legislation, including the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable national laws, regulations and secondary legislation implementing European Directive 2002/58/EC, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing;

“Disclosing Party” has the meaning given to it in clause 8.1;

“Dispute” means any disputes, differences of opinion, matters and/or disagreements arising out of, in connection with or relating to the Services, the Deliverables, or this Agreement and/or its performance in any way;

“Extended Term” has the meaning given to it in clause 2.2;

“Fees” has the meaning given to it in clause 6.1;

“Force Majeure Event” has the meaning given to it in clause 15.1;

“Hub360” means the means the Supplier's proprietary software platform for providing cloud-based technologies and integrated services with Third Party Platforms and provided by the Supplier to the Customer via the internet under the terms of this Agreement;

“Initial Term” has the meaning defined in the Order Form;

“Intellectual Property Rights” means all intellectual and industrial property rights including without limitation patents, registered trademarks and designs, copyright (present and future), domain names, applications for any of the foregoing, trade and business names, rights in get-up, service marks, unregistered trademarks, goodwill in relation to the foregoing, database rights, sui generis rights, rights in designs (whether registerable or not), ideas, inventions, mask works, formulas, source and object codes, data, programs, concepts, improvements to existing technology, processes, systems, topographies, topography rights, rights in maps, drawings, plans, costings, layout files, rights in computer software, rights in hardware, rights in products and services, rights in 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 (or rights to apply) for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which now or in the future subsist in any part of the world;

“Insolvency Event” means if a Party is bankrupt, has a petition presented for its winding

up, has a liquidator appointed to it or has a receiver or an examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (except for the purposes of a bona fide reconstruction or amalgamation on terms approved in advance by the other Party), and/or the Party is unable to pay its debts as they fall due within the meaning of section 570 of the Companies Act 2014 (or any event similar to the foregoing occurs in any jurisdiction);

“**Licence Fee**” means the fee to be paid by the Customer to the Supplier as defined in the Order Form in respect of the licence granted by the Supplier to the Customer to access Hub360 during the Initial Licence Term and in accordance with clause 6;

“**Order Form**” means document that has been executed by the Parties and which provides a summary of the services to be provided, and which incorporates these Terms and Conditions.

“**Open Source Software**” means any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's “open source” definition (<http://www.opensource.org/docs/definition.php>);

“**Personnel**” means all employees, contractors, consultants or any other third parties acting in a representative capacity on behalf of a Party such as agents and independent contractors (including subcontractors) of a Party;

“**Receiving Party**” has the meaning given to it in clause 8.1;

“**Services**” means the Services defined in Schedule 1 and any additional or ancillary services to be provided by the Supplier to the Client as may be agreed between the Parties in writing from time to time;

“**Term**” means the Initial Term plus all Extended Terms, collectively;

“**Third Party Platform**” means any third party ecommerce or other software platform;

“**Update**” means a hotfix, patch or minor version update to Hub360 software; and

“**Upgrade**” means a major version upgrade of any Hub360 software or a software module not specified on the Order Form.

1.2 In this Agreement, unless otherwise stated:

1.2.1 any reference to a statute shall, unless the context otherwise requires, be construed as a reference to that statute as from time to time amended, consolidated, modified, extended, replaced or re-enacted together with any secondary legislation made thereunder as from time to time amended, consolidated, modified, extended, replaced or re-enacted;

1.2.2 except as otherwise provided herein, any reference to a section, clause, paragraph or sub-paragraph shall be a reference to a section, clause, paragraph or sub-paragraph (as the case may be) of this Agreement;

1.2.3 unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa and words importing persons include corporations and vice versa;

- 1.2.4 the headings in this Agreement are inserted for convenience of reference only and shall not be considered a part of, or affect the construction or interpretation of this Agreement;
- 1.2.5 the word “including” shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word “include” and its derivatives shall be construed accordingly; and
- 1.2.6 any times specified for the performance of any act, deed or thing (other than in respect of payment obligations) shall be estimates only and time for performance by the Supplier hereunder shall not be of the essence of this Agreement.
- 1.3 Precedence of Documents:
- 1.3.1 Each of the documents forming part of this Agreement is an essential part of this Agreement and a requirement occurring in one is as binding as though occurring in all. These documents shall be construed as mutually explanatory of one another. In the event of any conflict or inconsistency between the documents, interpretation shall be made by referring to these documents in the following order of precedence:
- (i) Order Form
 - (ii) Schedules to the Order Form, in order
 - (iii) Hubcentral General Terms and Conditions of Business.

2 TERM

Initial Term

- 2.1 Subject to earlier termination in accordance with the terms of this Agreement, this Agreement shall come into force on the Effective Date and shall remain in force for the Initial Term.

Automatic Renewal

- 2.2 This Agreement shall automatically renew for one or more further periods equal to the Initial Term from the end of the Initial Term or then current Extended Term unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the Initial Term or such current Extended Term (as applicable) (each such further period being an “**Extended Term**”).

Updates to Terms and Conditions

- 2.3 The Supplier may amend these General Terms and Conditions from time to time by providing email notice to Customer and posting the amended version to the Supplier’s website. The amended Terms will apply 60 days after notice to the Customer (the “Notice Period”). By continuing to use Hub360 after the Notice Period, Customer agrees to be bound by the amended Terms. If Customer does not agree to the amended Terms, the Customer shall have the right during the Notice Period to terminate this Agreement in

accordance with Section 13.1.

3 GRANT OF LICENSE

- 3.1 Subject to compliance by the Customer with the terms of this Agreement, the Supplier hereby grants to the Client a non-exclusive, non-transferable right to access and use Hub360 during the Licence Term for the purposes of its operations but not otherwise.
- 3.2 All Intellectual Property Rights in Hub360 shall, as between the Parties, belong and shall be the exclusive property of the Supplier or its relevant third party owners (as the case may be). For the avoidance of doubt, the Customer shall have no rights in or to Hub360 other than the right to use it in accordance with the terms of this Agreement and the Customer has no right to access the object code or source code of Hub360, either during or after the Term.
- 3.3 Except as otherwise provided in this Agreement, to the extent that the Supplier provides Hub360 to the Customer, the Customer must not, and must not permit others to:
- 3.3.1 reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, Hub360;
 - 3.3.2 modify, translate, edit, adapt, alter, or create derivative works from Hub360;
 - 3.3.3 copy or otherwise exploit Hub360;
 - 3.3.4 use Hub360 in any way that causes, or may cause, damage to Hub360 or impairment of the availability or accessibility of Hub360, or any of the areas of, or services on Hub360; or
 - 3.3.5 use Hub360 in any way that is unlawful, illegal, fraudulent or harmful;
 - 3.3.6 use Hub360 in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
 - 3.3.7 distribute, sub-license, rent, lease, loan Hub360 to any third party without Supplier's prior written consent.
- 3.4 The Customer shall use best endeavours to prevent any unauthorised access to, or use of, Hub360 and, in the event of any such unauthorised access or use shall promptly notify the Supplier.
- 3.5 For the avoidance of doubt, the rights granted to the Customer hereunder with respect to Hub360 are specific to the Customer entity.
- 3.6 The Customer agrees that access to Hub360 is provided to the Client on an "as is" basis.
- 3.7 The Customer shall receive any Updates that the Supplier may implement from time to time during the Term for no additional cost. If the Customer wishes to obtain any Upgrades that the Supplier may provide during the Term these may be purchased by the Customer from the Supplier for the Fees as may be notified by the Supplier to the Customer.
- 3.8 The Customer acknowledges and agrees that software programs, libraries or code which

are licensed under forms of Open Source Software licences may be used, included or linked to in the Services (including in Hub360).

4 SUPPLIER RESPONSIBILITIES

4.1 The Supplier shall:

4.1.1 perform its obligations under this Agreement in a professional and workmanlike manner consistent with applicable industry standards;

4.1.2 provide the Services and perform its other obligations under this Agreement subject to, and in accordance with, all applicable laws, statutes, and regulations from time to time in force;

4.2 The Supplier shall allocate suitable Personnel with appropriate levels of skill, experience and training to provide the Services and the Customer acknowledges and agrees that it may from time to time be necessary for Supplier to replace these Personnel with alternative Personnel with similar levels of skill and experience.

4.3 When the Supplier's Personnel are working onsite at the Customer's site, the Supplier shall procure that they comply with all of the Customer's applicable policies and rules of conduct notified to the Supplier in advance.

5 CUSTOMER RESPONSIBILITIES

5.1 The Customer shall:

5.1.1 pay the Fees to the Supplier as provided in clause 6 and the Order Form;

5.1.2 co-operate with the Supplier in all matters relating to the Services;

5.1.3 assist the Supplier in the performance of the Services on a prompt and timely basis including making available to the Supplier in a timely manner all assistance, documents, information, data, items and other materials in any form (whether owned by the Customer or third party) required by the Supplier in connection with the Services. The Customer shall be responsible for ensuring that all such information, data and materials are accurate and complete;

5.1.4 grant the Supplier access to premises, Customer Systems, equipment, technology, Customer Personnel and all facilities during the Customer's normal business hours and as otherwise reasonably required by the Supplier to perform the Services in accordance with this Agreement;

5.1.5 perform its obligations under this Agreement subject to, and in accordance with, all applicable laws, statutes, and regulations from time to time in force;

5.1.6 provide the Supplier with such working space and office support (including building access, external internet access, necessary system access, and similar) as the Supplier may reasonably request from time to time;

5.1.7 be responsible for the timely delivery of all data being uploaded to the relevant Third Party Platform or Hub360 and any items not being designed by the Supplier e.g. logos, fleet information, etc;

- 5.1.8 obtain and maintain all necessary licences and consents and comply with applicable laws as required to enable the Supplier to provide the Services; and
 - 5.1.9 act reasonably and in good faith in relation to its, and the Supplier's, rights and obligations under this Agreement.
- 5.2 The Supplier is not responsible for the acts and the omissions of the Customer in the course of or arising from the performance of Customer's obligations under this Agreement. If the Supplier's performance of its obligations under this Agreement is prevented or delayed by the acts and/or omissions of the Customer, the Supplier shall be relieved of that obligation for the period of time and to the extent that any unresolved Customer failure impacts the Supplier's performance and the Supplier shall not be liable for any costs, charges, or losses sustained or incurred by the Customer that arise directly from such prevention or delay.

6 FEES AND INVOICING

Fees

- 6.1 The fees for the provision of the Services together with any Licence Fees are as set out in the Order Form or as may be otherwise agreed between the parties in writing from time to time or determined by the Supplier in accordance with these Terms (together, the "Fees").

Invoices

- 6.2 Supplier shall submit invoices to the Customer on the first working day of each calendar month. Platform fees will be invoiced monthly in advance and usage fees will be invoiced monthly in arrears.

Payment

- 6.3 Each invoice from the Supplier shall contain sufficient detail to reasonably enable the Customer to verify the Fees shown in the invoice. If the Customer disputes any element of an invoice it must notify the supplier within 10 days of receipt of the invoice. The Supplier shall collect all undisputed amounts due to the Supplier by Direct Debit from the Customer within thirty (30) days of the date of the Supplier's invoice. All Disputes regarding invoices and shall be dealt with by the Parties in accordance with clause 16.

Late Payments

- 6.4 If Customer does not pay any undisputed amount due under the Agreement by its due date and remains in default 10 days or more after being notified to make such payment, the Supplier may, without limiting any other right or remedy it may have under the Agreement or otherwise: (a) charge interest on the overdue amount at the rate of 3% per cent per annum above the base rate of European Central Bank 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, or (b) suspend Customer's access to Hub360 until payment has been received for all overdue amounts.

Fee Changes

- 6.5 The Parties agree that Supplier may review and vary its rates and/or the Fees, provided that such charges may not be increased during the Initial Term. The Supplier will give the

Customer written notice of any such variation at least thirty (30) days before the effective date of that change. In circumstances where the Customer does not accept any variation or increase in the Fees, it shall be entitled to provide a notice within 10 Business Days of receipt of notice of the increase or variation in Fees to the Supplier terminating the Agreement, such termination becoming effective 30 days following the date of such notice.

Payment on Termination / Expiry

- 6.6 All sums payable by Customer under the Agreement shall become due and payable in full immediately on termination or expiry of this Agreement.

Taxes & Withholding

- 6.7 All sums payable by the Customer to the Supplier under this Agreement:

6.7.1 are exclusive of all applicable taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties, and the Customer shall in addition pay an amount equal to any taxes chargeable on those sums on delivery of an applicable invoice for the Services to which they relate; and

6.7.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.8 Third Party Fees

The Customer shall be solely responsible for the payment of all fees, additional charges and costs associated with the provision of any Third Party Platforms ("**Third Party Fees**"), unless such Third Party Fees are included under the Order Form and payment is made by the Supplier as part of the Services.

7 DATA PROTECTION

7.1 The Supplier shall comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

7.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is a processor (where Controller and Processor have the meanings as defined in the Data Protection Legislation). The parties acknowledge that any Third Party Platforms used by the Customer will be a separate Processor and not a sub-processor of the Supplier.

7.3 Without prejudice to the generality of clause 7.1, the Customer will ensure that it has a lawful basis and all necessary notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.

7.4 Without prejudice to the generality of clause 7.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

7.4.1 ensure that it has in place appropriate technical and organisational measures in

accordance with Reasonable Industry Practice, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 7.4.2 ensure that all Supplier Personnel who have access to and/or process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 7.4.3 not transfer any Personal Data outside of the EEA except where the following conditions are fulfilled:
 - (A) Hub360 is being accessed by a Licensed User from a country outside the European Economic Area or an email or notification from Hub360 is routed outside the Supplier's control, or
 - (B) Customer has provided documented instructions to the Supplier, and all of the following conditions are fulfilled:
 - (1) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer; and
 - (2) the Data Subject has enforceable rights and effective legal remedies; and
 - (3) the transfer of such Personal Data outside of the EEA does not breach any provisions of the Data Protection Legislation; and
 - (4) the Supplier fully complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- 7.4.4 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 7.4.5 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data;
- 7.4.6 assist the Customer, at the Customer's 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; and

- 7.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and make available to the Customer any necessary information to demonstrate compliance with this clause 7.

8 CONFIDENTIAL INFORMATION & PUBLICITY

Obligations of Confidentiality

- 8.1 A Party receiving Confidential Information (“**Receiving Party**”) from the other Party (“**Disclosing Party**”) agrees to treat as the confidential and exclusive property of the Disclosing Party all Confidential Information that is disclosed by the Disclosing Party in connection with this Agreement. The Receiving Party shall ensure that such Confidential Information is not used or disclosed by the Receiving Party (or by any of its Personnel) for any purpose other than as strictly necessary to perform its obligations under this Agreement. The Receiving Party shall, and shall procure that its Personnel shall, maintain at least the same degree of diligence in the protection of the Confidential Information disclosed to it as it uses with regard to its own confidential or proprietary information.

Disclosure

- 8.2 The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party for any purpose without obtaining the prior written consent of the Disclosing Party, except: (a) to the Receiving Party’s Personnel who have a ‘need to know’ in order to perform its obligations under this Agreement; (b) to the extent required by a valid court order, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that the Receiving Party takes all reasonable steps to: (i) provide the Disclosing Party with prompt written notice of and an opportunity to comment on such required disclosure; (ii) assists the Disclosing Party in any attempt to limit or prevent the scope of such disclosure; and (iii) secure the confidential treatment of such disclosure by the recipient(s) thereof consistent with the terms of this Agreement; and (c) as otherwise expressly permitted in this Agreement. If there are any disclosures of Confidential Information in breach of this Agreement, such Party shall immediately notify the other Party.
- 8.3 Without prejudice to clause 8.2, the Supplier may disclose Confidential Information including the terms or conditions of this Agreement: (a) on a ‘need-to-know’ basis to its legal and financial advisors to the extent such disclosure is reasonably necessary; and (b) to any bona fide potential investor, investment banker, acquirer, merger partner or other potential financial partner, and their attorneys, agents and advisors, in connection with: (i) any due diligence process; (ii) an equity or debt investment; (iii) a reorganisation, merger, consolidation, or similar transaction involving the Supplier; (iv) a purchase, acquisition, sale of all or substantially all of the assets of the Supplier, or similar transaction involving the Supplier; or (v) a collaboration or strategic alliance relating to the subject matter of this Agreement, provided that each such person to whom such information is to be disclosed is informed of the confidential nature of such information and has agreed to maintain the confidentiality of such information.

Exceptions in respect of Confidential Information

- 8.4 Confidential Information does not include information that the Receiving Party is able to demonstrate: (a) was rightfully in its possession prior to receipt from the Disclosing Party, as evidenced by prior written records; (b) is now, or hereafter becomes, part of the public

domain through no act or failure to act on the part of the Receiving Party or its agents or collaborators; (c) becomes known to the Receiving Party through disclosure by a third party lawfully having possession of such information and lawfully empowered to disclose such information; or (d) was independently developed by or on behalf of the Receiving Party without the aid, application, use or benefit of the Disclosing Party's Confidential Information, as evidenced by prior written records.

Return or Destruction

- 8.5 Each Party agrees that, upon the earlier to occur of: (a) the Disclosing Party's written request; or (b) termination or expiration of this Agreement, the Receiving Party shall: (i) return to the Disclosing Party any or all parts of the Confidential Information the Disclosing Party provided to it in documentary or other tangible form, including all copies and other tangible embodiments thereof; or (ii) certify in writing that it has destroyed any or all Confidential Information in the Receiving Party's possession and stored in then-accessible electronic or other media all papers from its information systems, provided however, that the Receiving Party may retain one copy of all Confidential Information for archival purposes only, with such copy not being used to develop, market or provide any services to any client, and being subject to perpetual prohibition upon disclosure to any third party, except as may become necessary to resolve any Dispute, or as otherwise provided under this Agreement.

Remedies

- 8.6 The Parties agree that there is no adequate remedy at law if there is a breach or threatened breach of this clause 8 and further agree that either Party shall be entitled to seek injunctive or other equitable relief to prevent or remedy such breach in addition to any legal or equitable remedies available to such Party.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except as provided in this clause 9, nothing in this Agreement transfers ownership in, or otherwise grants any rights to or in, any Intellectual Property Rights of a Party.
- 9.2 The Customer acknowledges that all Intellectual Property Rights in Hub360 belong to and shall remain vested in the Supplier. The Supplier reserves the right to grant permissions and licences to use Hub360 to third parties.

Customer Material

- 9.3 Unless otherwise specified, the Customer owns all rights (including Intellectual Property Rights) in the Customer Material.
- 9.4 The Customer grants to the Supplier and its Affiliates a perpetual, worldwide, non-exclusive, royalty-free licence (including the right to sub-licence to the Supplier's Personnel and Affiliates) to use, reproduce, modify, adapt and otherwise exercise all Intellectual Property Rights in the Customer Material to the extent necessary for the Supplier to perform its obligations under this Agreement.

License by Customer to use Feedback

- 9.5** Customer grants to supplier and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any

suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the operation of Suppliers or its Affiliates' services.

10 WARRANTIES

Supplier Warranties

10.1 The Supplier represents and warrants to the Customer that it shall:

10.1.1 perform all Services with care, skill and diligence, consistent with currently recognised applicable professional standards; and

10.1.2 be responsible for the professional quality, completeness and coordination of its analyses, findings, recommendations, and all information and Services furnished under this Agreement.

Exclusions

10.2 Subject to clause 11 but notwithstanding any other provision of this Agreement, the Supplier shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from:

10.2.1 the Customer's failure to: (a) correctly install any updates or other modifications to Hub360 and/or the Services that the Supplier provides; (b) grant access and security authorisation to the Services to authorised Personnel of the Supplier; or (c) provide necessary communications interfaces and mechanisms for the Services;

10.2.2 errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Services; or problems to or caused by products or services not provided by the Supplier;

10.2.3 service modification, amendment, revision, or change by any party other than the Supplier or the Supplier's Personnel; or

10.2.4 failures relating to the Customer's premises and/or information technology environment including, but not limited to, electrical failure, Internet connection problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which shall be deemed under the Customer's exclusive control and sole responsibility, except to the extent caused by any Services failing to perform in accordance with their specifications or documentation.

Disclaimer

10.3 THE CUSTOMER ACKNOWLEDGES THAT COMPLEX SOFTWARE IS NOT ALWAYS AVAILABLE OR WHOLLY FREE FROM DEFECTS, ERRORS AND BUGS, AND THE SUPPLIER GIVES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR BE FREE FROM SUCH DEFECTS, ERRORS AND BUGS, OR THAT THE SUPPLIER'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SUPPLIER'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO DATA OR INFORMATION OR CONTENT BY THIRD

PARTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WARRANTIES IN THIS CLAUSE 10 ARE THE SUPPLIER'S ONLY EXPRESS WARRANTIES CONCERNING THIS AGREEMENT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY AND THE SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

Exclusive Remedy

- 10.4 The Customer's exclusive remedy under this Agreement shall be for the Supplier, in its sole discretion, to use commercially reasonable efforts to either: (a) correct any material non-conformity; or (b) to re-perform the materially non-conforming Service or re-provide the materially non-conforming Deliverable.

11 LIMITATION OF LIABILITY

- 11.1 Neither Party excludes or limits liability to the other for any matter for which it would be unlawful for such Party to exclude or limit liability.

- 11.2 Subject to clause 11.1, under no circumstances shall the Supplier be liable, whether in contract, tort (including negligence), for breach of statutory duty, or any other legal theory, arising under or in connection with this Agreement (including all Statements of Work) for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of revenue; (f) loss of use or corruption of software, data or information; (g) loss of or damage to goodwill; (h) business interruption; or (i) indirect or consequential loss, even if it had been advised of, knew, or should have known, of the possibility thereof.

- 11.3 Subject to clauses 10, 11.1 and 11.2, under no circumstances shall the Supplier's total aggregate cumulative liability under or in connection with the performance or contemplated performance of this Agreement (including all Statements of Work), whether arising in contract, tort (including negligence), for breach of statutory duty, or any other legal theory, exceed the Fees actually paid by the Customer in the 12 month period immediately prior to the date of the claim arising.

12 INDEMNITY

- 12.1 The Supplier shall indemnify the Customer against all costs, expenses, damages and losses paid by way of final settlement to a third party claimant that are paid by the Customer as a result of any claim brought against the Customer by that third party for actual or alleged infringement of the Intellectual Property Rights of that third party to the extent that the infringement or alleged infringement arises directly out of, or in connection with, the receipt, use or supply of the Services or Deliverables. The Customer shall have no claim under this indemnity to the extent the claim arises out of any modification of any materials provided by Supplier, relates to services or materials provided by a third party in conjunction with the Services or Deliverables, or is caused or contributed to by the Customer.

- 12.2 If the Supplier is required to indemnify the Customer under this clause 12, the Customer shall:
- 12.2.1 immediately notify the Supplier in writing of any actual or potential claim, suit or action against it in respect of which it wishes to rely on the indemnity (“**IPR Claim**”);
 - 12.2.2 take all steps necessary to mitigate any costs, expenses, damages and losses arising out of or in connection with the IPR Claim;
 - 12.2.3 allow the Supplier, at its own cost, to conduct all negotiations, control and direct the defence and all proceedings, and to settle the IPR Claim;
 - 12.2.4 provide the Supplier with such reasonable assistance regarding the IPR Claim as is required by the Supplier; and
 - 12.2.5 not, without prior consultation with the Supplier, make any admission relating to the IPR Claim or attempt to compromise or settle it.

13 TERMINATION

Termination for Cause

- 13.1 Without prejudice to any other remedy that either Party may have, either Party shall have the right to suspend or terminate (in whole or in part) this Agreement on written notice, effective immediately, at any time if the other Party:
- 13.1.1 is in material breach of this Agreement and the breach is irremediable or (if such breach is remediable) the breach has not been remedied within twenty (20) Business Days of a written request to do so; or
 - 13.1.2 suffers an Insolvency Event.

Termination for Non-Payment

- 13.2 Without prejudice to the provisions of clause 13.1 or any other right or remedy that the Supplier may have, the Supplier may suspend or terminate (in whole or in part) this Agreement on written notice, effective immediately, at any time if the Customer does not pay any undisputed amount due under the Agreement by its due date and remains in default 30 days or more after being notified to make such payment.

14 CONSEQUENCES OF TERMINATION

Consequences of Termination

- 14.1 In the event of termination or expiry of this Agreement in its entirety:
- 14.1.1 the Supplier shall discontinue performing all Services;
 - 14.1.2 without prejudice to clause 8.5, at the election of the Supplier (in the Supplier’s sole discretion), the Customer shall promptly, destroy or return to the Supplier: (a) any equipment, data, information, software, advertising, Contract Material, promotional or sales material relating to the Services or this Agreement then in

the possession of the Customer that were supplied by or at the cost of the Supplier; and (b) any materials created by the Customer at the Customer's cost that bear the Supplier's name or logos; and

- 14.1.3 the Customer shall immediately pay the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt by the Customer.

Optional Termination Assistance

- 14.2 Following the termination or expiry of this Agreement, the Customer may wish the Supplier to provide it with assistance to transition all or part of the work in progress, duties, files and relevant information connected this Agreement to the Customer. If the Supplier agrees to provide such optional termination assistance then prior to the Supplier commencing these services the Parties shall mutually agree in writing the scope, duration and additional charges payable by the Customer for such services.

Survival

- 14.3 Termination or expiry of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing as at the date of termination or expiry. Other than as set out in this Agreement, the following clauses shall continue to apply after the termination or expiry of this Agreement: clauses 3.3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15 and 17.

15 FORCE MAJEURE

- 15.1 Aside from obligations to make payments pursuant to this Agreement, no Party is liable to the other Party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control (a "**Force Majeure Event**").
- 15.2 If a Party becomes aware of any Force Majeure Event which gives rise to any failure or delay, or which appear likely to do so, that Party will promptly give notice to the other Party of those circumstances as soon as practicable and will inform the other Party of the period for which it estimates the failure or delay will continue, and shall immediately undertake all commercially reasonable steps to prevent or remedy such circumstances of the Force Majeure Event.
- 15.3 If the Force Majeure event continues for a period in excess of sixty (60) consecutive days, then either of the Parties may terminate this Agreement immediately.

16 DISPUTE RESOLUTION

- 16.1 In the event of any Dispute between the Parties, the Parties shall attempt to resolve any such Dispute by escalation as follows:
- 16.1.1 initially, by negotiation between the Parties' nominated representatives;
- 16.1.2 if the nominated representatives shall fail to resolve the Dispute within 10 Business Days of the Dispute being referred to them, by the referral to, and negotiation between senior managers of the Parties; and

- 16.1.3 if such senior managers shall fail to resolve the Dispute within 15 Business Days of the Dispute being referred to them, either Party may proceed with any other remedy available to them.

17 NOTICES

- 17.1 Notices and other communications to any Party to this Agreement required or permitted hereunder or any proceedings relating must be in writing and will be sufficiently served:

17.1.1 if delivered by hand; or

17.1.2 if sent by registered post,

at the respective addresses of each Party set out in the Order Form or to such other address as is from time to time notified in writing to the other Party in accordance with this clause 17.

- 17.2 Any such notice or communication is deemed to have been served:

17.2.1 if delivered by hand, at the time of delivery; or

17.2.2 if sent by pre-paid registered post, 48 hours after posting;

provided that any such delivery, transmission or postage outside the hours of 9.00a.m. to 5.30p.m. is deemed to have been served on the next Business Day.

- 17.3 This clause 17 does not prevent a Party sending the other Party routine correspondence in relation to the Services or Deliverables by email.

18 GENERAL

Entire Agreement

- 18.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior promises, representations, understandings, arrangements, practices, agreements, letters of intent, correspondence, proposals or heads of agreement and other communications, whether written or oral, concerning the same which are hereby revoked by mutual consent of the Parties. Each Party acknowledges that in entering into this Agreement it has not relied on any warranty, representation, collateral contract or assurance (written or oral, express or implied) by the other Party to this Agreement or by any other person that is not set out in this Agreement or the documents referred to in it. Nothing in this clause 18.1 shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

Assignment

- 18.2 The Customer shall not assign, novate or otherwise deal with or encumber any right or obligation under or in connection with this Agreement except with the prior written consent of the Supplier.
- 18.3 The Supplier may from time to time assign, novate or otherwise transfer or sub-contract its rights and/or obligations under this Agreement in whole or in part without the consent of the Customer. The Customer shall execute all documents necessary to give effect to any

novation or assignment permitted under this clause 18.3.

Relationship of Parties

- 18.4 The Customer and the Supplier are independent contractors, and nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, or of principal and agent, or joint venture or employer and employee between the Parties, and nothing herein shall give the Customer the authority to negotiate or conclude the sale of any goods or services for or on behalf of the Supplier.

Rights and Remedies

- 18.5 The rights and remedies of the Supplier provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Amendment

- 18.6 This Agreement may only be modified or amended with the written agreement of the authorised representative of both Parties.

General Warranty

- 18.7 Each Party represents and warrants to the other that:
- 18.7.1 it is validly existing under the laws of its place of incorporation and has the power and authority to carry on its business as that business is now being conducted;
 - 18.7.2 it has the power and authority to enter into and perform its obligations under this Agreement; and
 - 18.7.3 entering into and performing its obligations under this Agreement will not breach any contractual obligations it owes to any other person.

Counterparts and Signature

- 18.8 This Agreement: (a) may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement binding on the Parties; and (b) will be considered executed by a Party when the signature of such Party is delivered physically or electronically to the other Party. The Parties agree that any signature delivered physically or electronically shall have the same force and effect as an original signature. The expression "counterpart" shall include any copy of this Agreement transmitted by email, or signed using an online document signing service.
- 18.9 The Parties agree that this Agreement may be executed by way of electronic signature by any of the Parties. For the avoidance of doubt, each Party hereby:
- 18.9.1 consents to the execution of this Agreement by any the other Party by electronic signature; and
 - 18.9.2 agrees that the use of an electronic signature on this Agreement, shall have the same validity and legal effect as the use of a wet ink signature for all purposes and is made, in each case, with the intention of authenticating this Agreement

and evidencing the Party's intention to be bound by the terms and conditions contained in the Agreement.

Severability

- 18.10 If any of the provisions of this Agreement (or part thereof) is found by a court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions (or part thereof) shall not be affected and shall continue to apply.

Waiver

- 18.11 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Governing Law and Jurisdiction

- 18.12 The formation, existence, interpretation, operation and termination of the Agreement, and all matters and Disputes arising out of or in connection with this Agreement (including non-contractual disputes or claims) is or are (as applicable) subject to Irish law and the Parties each irrevocably submit to the exclusive jurisdiction of the Irish courts.

SCHEDULE 1 – SUPPORT SERVICES

This schedule defines the support processes, policies and service levels for Hub360. In this Schedule “Error” means a defect, fault, bug or malfunction in Hub360 which causes it to fail or not to perform correctly.

1 SUPPORT CONTACTS AND HOURS

The Customer will appoint a limited reasonable number of designated individuals with authority to raise support tickets.

The HUB ticketing system will be used to track and manage support tickets. The Supplier will create a unique account on the HUB ticketing system for each designated individual.

Support will be provided for Errors of priority level P1 (as defined in Section 5) at all times.

Support will be provided for Errors of all other priority levels (as defined in in Section 5) on weekdays excluding public holidays (“Business Days”) between 9am to 5pm in the Republic of Ireland, (the “Support Times”, and each hour within the Support Times a “Business Hour”).

2 SUPPORT PROCEDURE

The customer will raise requests for support only via the HUB ticketing system. The Supplier will:

- Provide an immediate automated acknowledgement of receipt of each support request.
- Review and determine the priority of the support request and assign resources accordingly to investigate the issue.
- Make reasonable commercial efforts to provide the Customer with an initial assessment of the Error and resolve the Error within the times described in Section 5.

3 CORRECTION OF REPRODUCIBLE ERRORS

Resolution of the Error by the Supplier may take the form of an oral response, written response, supplementary documentation, achieving the Customer’s desired result in a different manner, coding change to the code in the Hub360, a patch or maintenance release, postponement of resolution of the problem to the next release or other correctional aids at the Supplier’s discretion.

The Supplier will exert reasonable efforts, consistent with industry standards and subject to the Customer’s obligations, to respond to and investigate suspected Errors, provided the Customer does the following when reporting an Error:

- ensure that the user of Hub360 has been properly trained.
- ensure that the use of Hub360 is in accordance with proper usage.
- use reasonable efforts to eliminate any internet connectivity, hardware, operating system software, and other application software deficiencies.
- capture all relevant data, document all operating conditions and other operating information and attached all gathered relevant information to the ticket raised on the HUB ticketing system.

- and supply the Supplier fully with any requested relevant diagnostic information which must also be added to the ticket raised on the HUB ticketing system.

4 LIMITATIONS OF SUPPORT SERVICES

Supplier has no obligations to correct Errors that arise solely due to the following:

- Any Error arising because of the use of altered, modified, or derivative Software, other than by the Supplier or its personnel or otherwise authorised by the Supplier or contemplated under this agreement.
- Errors created by a hardware malfunction of equipment provided by the Customer or due to Customer's negligence or fault.
- Errors created by data import or export other than in accordance with the Supplier's instructions.
- Errors created by changes to the Customer's software or hardware environment other than changes made by the Supplier;
- Software not licensed under this agreement.
- Errors created by the malfunction of third-party software which is not supplied by the Supplier.
- Errors which consist of queries or issues relating to the way the Services or the Supplier Software may be used or the functions of the Services or the Supplier Software.
- Where a reported Error is not reproducible by the Supplier or the Customer.
- The Supplier's obligation to provide Support shall be suspended where any sum of money due to be paid by the Customer to the Supplier is overdue for payment.
- Should the support incident be of a nature where training is required, (for example, a new member of staff) a quotation will be given based on the type of training required.

5 SERVICE LEVEL AGREEMENT

5.1 Standard License

For Customers on a Standard License, the following applies.

Priority	Description	Impact	Supplier Response
P 1	Critical – Business critical service down resulting in a complete loss of service.	Causes operational procedures to stop. No workaround available	Response within 2 hours Attempted target resolution time is 4 hours
P 2	High – partial failure of the HUB system. Some critical functionality unavailable	Operational procedures can continue. Temporary workaround in place.	Response within 4 Business Hours Attempted target resolution time 1 Business Day
P 3	Medium – minor functionality of the Applications not available	Minimal Operational impact	Response within 30 Business Days Attempted target resolution time is 2 months
P 4	Low - modification (request for enhancement to software)	No immediate operational impact	At the discretion of the Supplier

5.2 Enterprise License

For Customers on an Enterprise License, the following applies.

Priority	Description	Impact	Supplier Response
P 1	Critical – Business critical service down resulting in a complete loss of service.	Causes operational procedures to stop. No workaround available	Response within 1 hour Attempted target resolution time is 2 hours
P 2	High – partial failure of the HUB system. Some critical functionality unavailable	Operational procedures can continue. Temporary workaround in place.	Response within 2 Business Hours Attempted target resolution time is 1 Business Day
P 3	Medium – minor functionality of the Applications not available	Minimal Operational impact	Response within 15 Business Days Attempted target resolution time is 1 month
P 4	Low - modification (request for enhancement to software)	No immediate operational impact	Response within 30 Business Days Attempted target resolution time is at the discretion of the Supplier

The Supplier and Customer will meet on a quarterly basis (the “Quarterly Business Review”) to review performance over the previous quarter and review product roadmap and customer priorities for the coming quarter as well as discussing any matters for escalation.

A support phone number will be made available only for P1 Errors.