ProStrategy Transform & Grow

PROSTRATEGY GENERAL TERMS OF BUSINESS

CONTENTS

Background

A. PSC is in the business of providing the Available Services including the grant of or sale of licences, sub-licences and the provision of products (if applicable) and the provision of support and/or maintenance services.

B. These General Terms are designed to provide a set of terms and conditions that apply when a Customer wishes to obtain and PSC wishes to supply any of the Available Services and is separated into the following parts: -

   1. These general terms and conditions of business;

   2. supplementary terms and conditions that apply when PSC provides You with Software (refer to Section 2);

   3. supplementary terms and conditions that apply when PSC provides You with Support and/or Maintenance services (refer to Section 3).

GENERAL TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in Section 4 apply in these General Terms (unless the context requires otherwise).

2. TERM OF ENGAGEMENT

2.1 The performance of any of the Available Services shall be subject to and governed by the terms of these General Terms provided however that PSC shall provide the Software, listed in any agreed Software Supply SOW, owned by Software Providers, to the Customer under the Software Provider Conditions. For the avoidance of doubt, the Customer agrees that by downloading, installing, copying, accessing, clicking on an "accept" button or otherwise using the Software the Customer agrees to the Software Provider Conditions and to any additional requirements and licence terms relating to the Software required by the Software Provider.

2.2 These General Terms shall, subject to clause 2.3, 2.4 and 2.5, commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 10 (expiry and termination) or clause 13.14, until either Party gives to the other Party written notice to terminate. Such notice shall be served no earlier than the first anniversary of the Commencement Date and shall expire on the completion of all Statements of Work entered into before the date on which it is served.

2.3   The Licence or Subscription to use the Software shall commence on the date specified in the Software Supply SOW and shall continue until the date specified in the Software Supply SOW unless terminated earlier in accordance with Section 2 and/or clause 10 or 13.14 of these General Terms.

2.4   The Support Services shall commence on the date specified in the Support Services SOW and shall continue as set out in the Support Services SOW or as provided for in Section 3 unless terminated earlier in accordance with Section 3 and/or clause 10 of these General Terms.

2.5   The Maintenance Services shall commence on the date specified in the Maintenance Services SOW and shall continue as set out in the Maintenance Services SOW or as provided for in section 3, and in the case of a Perpetual Licence as set out in Section 2, unless terminated earlier in accordance with Section 3 and/or clause 10 of these General Terms.

2.6   If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.2 such notice shall terminate these General Terms with immediate effect.

2.7   The Parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.2.

2.8   The Customer may procure any of the Available Services by agreeing a Statement of Work with PSC pursuant to clause 3.

2.9   PSC shall provide the Services from the date specified in the relevant Statement of Work.

2.10   Subject to any testing and acceptance procedures agreed between the Parties in the relevant Statement of Work or otherwise in writing and without implying any warranty as to fitness for purpose or otherwise it shall be a matter for the Customer to satisfy itself that the Software and / or Services provided operate satisfactorily in the Customer's working environment in accordance with any specifications agreed in writing by PSC and the Customer, are compatible with other systems which may be operated by the Customer and that all Customer' employees and/or authorised contractors have received sufficient training. For this purpose and at least in keeping with "Appendix 1 – User Acceptance Testing" the Customer shall engage in its own

internal testing, training and verification processes to verify what has been delivered by PSC is operating satisfactorily in the Customer's working environment. It is agreed that such testing and / or verification process will be carried out by the Customer as soon as possible after confirmation by PSC to the Customer that the Solution is ready for testing (**Delivery Notice**). If such testing and / or verification has not been completed by the Customer within thirty days of the Delivery Notice then the Software and other Deliverables or products (if any) shall be deemed to have been accepted by the Customer, all Services to have been performed at that date shall be deemed to have been carried out in accordance with these General Terms and all outstanding payments (if any) will become immediately due. For the avoidance of doubt, the Customer may not withhold payment for Software, Services, Deliverables or products (if any) delivered for the reason that testing and / or verification has not been completed within thirty days of the Delivery Notice. In the event that any variations to the agreed Solution are required these must be agreed by the Parties and if so agreed adopted as a change to these General Terms in accordance with clause 27.

3.   **STATEMENT OF WORK**

3.1   Each Statement of Work (SOW) shall be agreed in the following manner:

     (a)   the Customer shall ask PSC to provide any or all of the Available Services and provide PSC with as much information as PSC reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;

     (b)   following receipt of the information requested from the Customer PSC shall, as soon as reasonably practicable either:

          (i)   inform the Customer that it declines to provide the requested Available Services; or

          (ii)   provide the Customer with a draft Statement of Work (s).

     (c)   if PSC provides the Customer with a draft Statement of Work pursuant to clause 3.1 (b) (ii), PSC and the Customer shall discuss and agree that draft Statement of Work (s); and

     (d)   both Parties shall sign the draft Statement of Work (s) when it is agreed.

3.2   Unless otherwise agreed, the SOW Charges shall be calculated in accordance with the applicable SOW.

3.3   PSC may charge for the preparation of Statements of Work on a time and materials basis.

3.4   Once a Statement of Work has been agreed and signed in accordance with clause 3.1, no amendment shall be made to it except in accordance with clause 19 (Variation) or clause 27 (Change Management).

3.5   Each Statement of Work shall be part of these General Terms and shall not form a separate contract to it.

4.   DUTIES

4.1   PSC shall use reasonable endeavours to provide the Services, and deliver the Deliverables to the Customer, in accordance with the applicable Statement of Work in all material respects. PSC shall provide the Services with reasonable care and skill and supply, licence or sub-licence the Software as the case may be to the Customer in accordance with the terms of these General Terms. Except as expressly provided in these terms and conditions or by section 12 of the Sale of Goods Acts 1893 and 1980 (**the 1980 Act**) all conditions or warranties (express or implied, common law, statutory or otherwise) which might have effect between the Parties or be implied or incorporated into these General Terms, are hereby excluded to the maximum extent permitted by law, including, without limitation, any warranties implied by the 1980 Act, implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of due skill, care and diligence.

4.2   PSC shall use reasonable endeavours to meet any deadlines specified in a Statement of Work but any such dates shall be estimates only and time for performance by PSC shall not be of the essence.

4.3   Unless it has been specifically authorised to do so by the Customer or by the provisions of these General Terms PSC shall not:

   (a)   have any authority to incur any expenditure in the name of or for the account of the Customer; or

   (b)   hold itself out as having authority to bind the Customer.

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5.   FEES & EXPENSES

5.1   In consideration of the provision of the Services by PSC, the Customer shall pay the Fees and Charges set out in the applicable SOW (**SOW Charges**) and the cost of any Services performed by PSC for the Customer, which do not form part of a SOW.

5.2   The SOW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

   (a)   the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom PSC engages in connection with the Services; and

   (b)   the cost to PSC of any materials or services procured by PSC from third parties for the provision of the Services as such items and their cost are set out in the Statement of Work or approved by the Customer in advance from time to time.

5.3   PSC may increase the SOW Charges on an annual basis with effect from each anniversary of the Commencement Date on notice to the Customer with the exception of the Maintenance Support charges which may be increased on a quarterly basis and any fee payable to any Software Provider, which may be increased at any time.

5.4   PSC shall invoice the Customer for the SOW Charges at the intervals specified in the applicable Statement of Work or, in the case of Support Services and Maintenance Services in accordance with Section 3. If no intervals are so specified, PSC shall invoice the Customer at the end of each month for Services performed during that month.

5.5   The Customer shall pay each invoice submitted to it by PSC within 30 days of the invoice date to a bank account nominated in writing by PSC from time to time (**Due Date**).

5.6   Without prejudice to any other right or remedy that it may have, if the Customer fails to pay PSC any sum due under these General Terms on the Due Date:

   (a)   the Customer shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest under

this clause will accrue each day at 4% a year above AIB's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and/or

(b) PSC may claim interest on any overdue sum under the European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended; and/or

(c) PSC may suspend part or all of the Services until payment has been made in full.

5.7 All sums payable to PSC under these General Terms:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) 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. OTHER ACTIVITIES

6.1 Nothing in these General Terms shall prevent PSC from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the continuation of these General Terms.

7. CONFIDENTIAL INFORMATION

7.1 Each Party shall, during the term of these General Terms, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other Party disclose to any third-party any Confidential Information that may become known to such Party from the other Party, and which relates to the other Party or any of its Affiliates, unless such information:

(a) is public knowledge or subsequently becomes public knowledge other than by breach of these General Terms; or

(b) subsequently comes lawfully into the possession of such Party from a third-party; or

(c) disclosure of such information is required by law.

7.2   The terms of these General Terms may not be disclosed by the Customer (other than to its legal advisers and auditors) without the prior written consent of PSC.

7.3   The provisions of clause this 7 shall remain in full force and effect notwithstanding termination of these General Terms for any reason.

7.4   Nothing in this Clause shall restrict PSC from disclosing information to the Software Provider whether confidential or not and which is reasonably necessary for the purposes of these General Terms or for the provision of any Software. Without prejudice to the generality of the foregoing, the Customer hereby expressly authorises PSC to provide business contact information relating to the Customer to the Software Provider.

8.   DATA PROTECTION

8.1   The Customer consents to PSC holding and processing data relating to it or its business contacts for legal, personnel, administrative and management purposes (Customer Data).

8.2   Both Parties will comply with all applicable requirements of Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a Party's obligations under Data Protection Legislation.

8.3   For the purposes of Data Protection Legislation, the Customer is the data controller and PSC is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in Data Protection Legislation).

8.4   Unless specifically agreed between the Parties in accordance with clause 8, the data that shall be disclosed or transferred to PSC or that PSC would otherwise be granted access to does not fall under any category of Personal Data ("**Non-personal Data**").

8.5   The Customer consents to the transfer of Non-personal Data to the PSC's business contacts outside the European Economic Area as may be required in the ordinary course of PSC's business.

8.6   The Customer consents to PSC making Non-personal Data available to those who provide products or services to PSC such as Software Providers, suppliers, advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of PSC or any part of its business.

8.7   The Customer will not disclose, transfer or provide PSC or a Software Provider with access to any types of Personal Data, whether in data or any other form. The Customer indemnifies PSC against any liability, claim or loss whatsoever caused by the erroneous disclosure, transfer or provision of access to Personal Data by the Customer to PSC or the Software Provider, including where such disclosure, transfer or provision directly or indirectly leads to a breach by PSC or a Software Provider of their obligations under Data Protection Legislation.

8.8   If the Customer plans to transfer or share any Personal Data with PSC it should first provide a description of the scope, nature and purpose of processing by PSC, the duration of the processing and the types of Personal Data and categories of Data Subject of the data to be transferred or shared. This description must include the rules of use, the period of use and the date at which all such information will be returned and/or destroyed. No such data shall be transferred or shared without the express prior written agreement of PSC.

8.9   Without prejudice to the foregoing, where it is agreed that the Customer shall disclose, transfer or otherwise provide access to Personal Data to PSC or a Software Provider, the Customer will ensure that, it has all necessary appropriate consents and notices in place (including from the relevant Data Subjects) to enable lawful transfer of the Personal Data to PSC or Software Provider and any proposed third-Party processor for the duration and purposes of these General Terms.

8.10   Without prejudice to the foregoing, where it is agreed that the Customer shall disclose, transfer or otherwise provide access to Personal Data to PSC, PSC shall, in relation to any Personal Data processed in connection with the performance by PSC of its obligations under these General Terms:

(a)   process that Personal Data only on the written instructions of the Customer unless PSC is required by the laws of any member of the European Union or by the laws of the European Union applicable to PSC to process Personal Data (**Applicable Laws**).

(b)   ensure that it has 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, 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 all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d)   not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and in accordance with Chapter V of the GDPR.

(e)   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 Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

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

(g)   at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on expiry or termination of these General Terms unless required by Applicable Law to store the Personal Data; and

(h)   maintain records and information where necessary to demonstrate its compliance with this clause 8.

8.11   PSC will not appoint any third-Party processor of the Customer's data without the consent of the Customer. If such appointment is made, then the terms and conditions that will govern such an appointment will be set out separately. If the Customer uses or plans to use any third-party to provide Software as a Service or a Hosting Environment or Online Services in connection with the Solution then the Customer expressly consents to the appointment of such a third-Party as a sub-processor, under these General Terms, where applicable.

8.12   PSC may, with the Customer's consent, which shall not be unreasonably withheld, revise this clause 8 by replacing it with any applicable controller to processor standard contractual clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these General Terms).

9.   **LIABILITY**

9.1   Except as expressly stated in clause 9.3:

(a) the total liability of PSC (including for the actions or omissions of its officers, employees, contractors and agents), whether in contract, tort (including negligence) or otherwise in connection with these General Terms, shall in no circumstances exceed a sum equal to the fees actually paid by the Customer to PSC in the year in which the liability arises;

(b) PSC shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer including, without limitation, any Affiliate), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

  (i) special or punitive damages even though PSC was aware of the circumstances in which such special or punitive damages could arise;

  (ii) loss of profits;

  (iii) loss of agreements or contracts;

  (iv) loss of anticipated savings;

  (v) loss of business opportunity or other form of economic loss;

  (vi) loss of goodwill or damage to goodwill;

  (vii) loss of data;

  provided that this clause 9.1(b) shall not prevent claims for loss of or damage to the Customer´s tangible property, caused by PSC, that fall within the terms of clause 9.1(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vii) inclusive of this clause 9.1(b); and

(c) the Customer agrees that, in entering into these General Terms, either it did not rely on any representations (whether written or oral) of any kind or of any person other that those expressly set out in these General Terms or (if it did rely on any representations, whether written or oral, not expressly set out in these General Terms) that it shall have no remedy in respect of such representations and (in either case) PSC shall have no liability otherwise than pursuant to the express terms of these General Terms.

9.2 The exclusions in clause 9.1 shall apply to the fullest extent permissible at law, but PSC does not exclude liability for death or personal injury caused by the negligence of PSC, its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation;

or for any other liability or obligation which may not be excluded by law (including without limitation under section 12 of the 1980 Act).

9.3   PSC's warranty and liability obligations to the Customer shall be further restricted or limited by any additional restrictions or limitations specified by the Software Provider in the Software Provider Conditions, whether or not those Software Provider Conditions have been notified to the Customer by PSC.

10.   EXPIRY AND TERMINATION

10.1   PSC shall have no obligation to provide Software or Services beyond what is agreed in any Statement of Work. When a particular Statement of Work expires, PSC (without obligation) may offer to continue the provision of Software and/or Services for further periods of time on the basis of the SOW Charges or such increased Charges as may be notified to the Customer by PSC. Such continuations, if any, shall be subject to the terms of these General Terms.

10.2   These General Terms shall expire when all associated Statements of Work and all other agreements for the provision of any of the Available Services expire and none of them are renewed for a further term.

10.3   Either Party may terminate the use of Software and/or Services at any time on written notice to the other if the other:

(a)   is in material or persistent breach of any of the terms of these General Terms and either that breach is incapable of remedy, or the other Party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach (for the avoidance of doubt, failure to pay invoices as they become due is considered a material breach); or

(b)   if the Software Provider informs PSC that the Software Provider has reasonable cause to believe that the Customer is not complying with any Software Provider Conditions and such non-conformance is not rectified within 30 days and/or as specified in the Software Provider Conditions; or

(c)   is unable to pay its debts (within the meaning of section 570 of the Companies Act 2014), or becomes insolvent, or is subject to an order or a resolution for its liquidation, examinership, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has a receiver, manager, trustee, liquidator, examiner or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition

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or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

10.4   PSC shall have the right, without prejudice to its other rights or remedies, to terminate these General Terms immediately by notice to the Customer if the Customer:

(a)   undergoes a change of control*;* or

(b)   sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or

(c)   disputes the ownership or validity of PSC´s or the Software Provider's Intellectual Property Rights.

10.5   Each Party shall have the right, without prejudice to its other rights or remedies, to terminate these General Terms immediately by notice to the other if the Software Provider terminates its contractual commitments with PSC in which event the Customer shall be entitled to request that Services be provided through an agreement with the Software Provider or with another primary support provider authorised by the Software Provider at the Software Provider's discretion.

10.6   Any termination of these General Terms (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of these General Terms which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

10.7   On expiry or termination for any reason of these General Terms or the Software Provider Conditions respectively:

(a)   all rights granted to the Customer under these General Terms or the Software Provider Conditions (as applicable) shall cease;

(b)   the Customer shall cease all activities authorised by these General Terms or the Software Provider Conditions (as applicable);

(c)   the Customer shall immediately pay to PSC any sums due to PSC under these General Terms; and

(d)   the Customer shall immediately destroy or return to PSC (at PSC´s option) all copies of the Software (for which it does not hold a perpetual licence) then in its possession, custody or control further to these General Terms or the

Software Provider Conditions (as applicable) and, in the case of destruction, certify to the reasonable satisfaction of PSC that it has done so.

(e)   The Customer shall immediately return to PSC all property and materials containing Confidential Information belonging to PSC.

10.8   For the avoidance of doubt in the event of any termination or expiry of these General Terms or any Software Provider Conditions it may not be possible or practicable for PSC to reinstate or resume providing the relevant Services. In the event that it is possible or practicable for PSC to reinstate or resume providing the relevant Services, the Customer may be required to pay a reinstatement fee in such amount as specified by PSC to facilitate payments required to the Software Provider and to compensate PSC for additional costs and expenses arising from services required in updating the Software and restoring other necessary systems and resources.

11.   STATUS

11.1   The relationship of PSC to the Customer will be that of independent contractor and nothing in these General Terms or any Software Provider Conditions shall render PSC or any of its personnel engaged in the performance of the Services an employee, worker, agent or partner of the Customer and PSC shall not hold itself out as such. The agreement to provide Services constitutes a contract for the provision of services and not a contract of employment.

12.   INTELLECTUAL PROPERTY

12.1   Nothing in these General Terms or elsewhere will prohibit, restrict or limit PSC's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed or gained in connection with these General Terms.

12.2   All Intellectual Property Rights in the Software Application, Solution and Deliverables and/or the results of the Services shall vest in and remain the property of PSC or of the Software Provider (if relating solely to the applicable Software) and the Customer shall have no rights therein except as expressly granted under these General Terms or any Software Provider Conditions. The Customer shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as PSC or the Software Provider may from time to time require for the purpose of giving PSC or the Software Provider the full benefit of the provisions of this clause.

13.   AUTHORISED WORK

13.1   This clause 13 relates to Authorised Work (if any) provided by PSC.

13.2   PSC is authorised to provide the Authorised Work which includes certain bespoke Customisations for the Software.

13.3   PSC provides a licence to the Customer to use the Authorised Works for the period of time described in the relevant Statement of Work.

13.4   The description of the Authorised Work will be set out in the relevant Statement of Work.

13.5   Use of the Authorised Work shall be restricted to use in object code form for the purpose of processing the Customer´s data for the normal business purposes of the Customer and for the Customer's benefit only except that the Customer shall be entitled to grant sub-licences of its rights to use the Authorised Work to any of its Affiliates without the need for any further consent from PSC, provided that:

(a)   the sub-licence shall include obligations on the sub-licensee which are equivalent to the obligations on the Customer under these General Terms and limitations of liability that are equivalent to those set out in these General Terms;

(b)   the sub-licence shall terminate automatically on the termination of these General Terms for any reason;

(c)   the sub-licence shall not permit the sub-licensee to further sub-license any of its rights to the Authorised Work;

(d)   within thirty (30) days of the grant of any sub-licence the Customer shall provide to PSC a true copy of it; and

(e)   the Customer shall be responsible for any breach of the sub-licence by the sub licensee, as if the breach had been that of the Customer under these General Terms, and the Customer shall indemnify PSC against any losses, damages, costs, claims or expenses which are awarded against or suffered by PSC as a result of any such breach by the sub-licensee.

13.6 The Customer may not use the Authorised Work other than as specified in clause 13.5 without the prior written consent of PSC and the Customer acknowledges that additional fees may be payable on any change of use approved by PSC. Except as provided for in 13.5 or as expressly stated elsewhere in these General Terms, the Customer shall not be entitled to grant sublicences of its rights under these General Terms.

13.7 The Customer may make back-up copies of any elements of the Authorised Work that has been installed on the Customer's servers or end user computers only as may be necessary for its lawful use and with full disclosure to and with the approval of PSC. The Customer shall record the number and location of all copies of the Authorised Work and take all necessary steps to prevent unauthorised copying.

13.8 The Customer has no right (and shall not permit any third-party) to copy, adapt, reverse compile or engineer, decompile, disassemble, modify, adapt or make error corrections or translations of the Authorised Work in whole or in part (except as specifically permitted by law without the possibility of contractual waiver) and to the extent that any reduction of the Authorised Work to human readable form is necessary for the purposes of integrating the operation of the Authorised Work with the operation of other software or systems used by the Customer then the Customer shall request PSC to carry out such action or to provide the information necessary to achieve such integration in accordance with the terms and conditions agreed between the Parties in relation to such services.

13.9 The Customer may not use the Authorised Work for a service bureau application.

13.10 The Customer must have enough end user licences for all Authorised Work to support the maximum number of users and/or devices that may access or use the Authorised Work in compliance with the Authorised Use.

13.11 If the Customer acquires additional versions of the Authorised Work as a program upgrade, after the Customer installs the upgrade the Customer may not use the previous version of the Authorised Work (unless permitted to do so by PSC) from which the Customer upgraded or transfer the previous version of the Authorised Work to another Party.

13.12 PSC is solely responsible to the Customer for the Authorised Work and Software Providers have no responsibility for the Authorised Work or the effect such Authorised Work may have on the functionality of the Software or the Customer's systems, business or operations.

13.13   The Customer may increase the number of its users/devices who are authorised to use the Authorised Work on written agreement with PSC and the relevant Statement of Work shall be deemed to be amended accordingly. Any increase in numbers of users/devices may result in additional fees becoming payable to PSC and such additional users/devices shall only be authorised to use the Authorised Work under the terms and conditions of these General Terms. The invoices raised by PSC from time to time shall be evidence of the amendment of a relevant Statement of Work.

13.14   PSC warrants that the Authorised Work when used in its specified operating environment will conform in all material respects to the specification as set out in the associated Statement of Work for a period of 30 days from the date of First Use In Production of the Authorised Work (**Warranty Period**). If, within the Warranty Period, the Customer notifies PSC in writing of any reproducible defect or fault in the Authorised Work in consequence of which it fails to conform in all material respects to that specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Authorised Work or used it outside the terms of these General Terms, for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by PSC, PSC shall, at PSC´s option, do one of the following:

(a)   repair the Authorised Work (as applicable); or

(b)   replace the Authorised Work (as applicable); or

(c)   terminate these General Terms immediately by notice in writing to the Customer and refund any of the fee paid by the Customer for the specific Authorised Work that breaks this warranty as at the date of termination (less a reasonable sum in respect of the Customer´s use of the Authorised Work to the date of termination) on return of the Authorised Work and all copies thereof,

provided the Customer provides all the information that may be necessary to assist PSC in resolving the defect or fault, including sufficient information to enable PSC to re-create the defect or fault.

13.15   During the lifetime of these General Terms, the Customer may request PSC to make changes to the Solution subsequent to the date of First Use In Production. Such requests shall constitute Change Requests as described in clause 27. Such Change Requests shall be delivered to the Customer for user acceptance testing (see Appendix

1). Once the Customer has approved such Change Requests and/or requests PSC to copy the change to the production or live environment and has confirmed that the particular change is working as expected in the production or live environment, the Change Request shall be deemed to have been accepted by the Customer. Should the Customer fail to report any issues with a particular change within two days of it being copied into the live /production environment then such change shall be deemed to have been accepted by the Customer. Such Change Requests will carry no warranty period but will be supported by PSC under the terms of the appropriate and active Support Plan providing such a Support Plan is in place.

13.16   PSC does not warrant that the use of the Authorised Work will be uninterrupted or error-free or that PSC will correct all software defects. The Customer is responsible for the results obtained from use of the Authorised Work.

13.17   The Customer accepts responsibility for the specification of the Authorised Work to achieve its intended results.

13.18   The Customer undertakes to fully test the Authorised Work in accordance with the process set out in Appendix 1 or a more robust process agreed between the Parties.

13.19   The Customer acknowledges that all Intellectual Property Rights in the Authorised Work (including any updates or modifications) belong and shall belong to PSC and the Customer shall have no rights in or to the Authorised Work other than the right to use it in accordance with the terms of these General Terms and the Software Provider Conditions. The Authorised Work is copyrighted and licensed by PSC, not sold. The Customer shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as PSC may from time to time require for the purpose of giving PSC the full benefit of the provisions of this clause 13.19.

14.   CHAIN OF COMMUNICATION

14.1   Each Party shall appoint a representative. (the "Representative"). The Representative shall be the single point of contact between PSC and the Customer and shall have the duties stated below. If either or both Parties do not appoint a representative then the Customer's representative shall be the person who signs an SOW or other document that is subject to these General Terms or their successor and PSC's representative shall the person designated by PSC to manage the account or their successor.

PSC's representative shall:-

(a) be the primary point of contact with the Customer for all relationship issues (but not operational issues which shall be addressed by the person named in the applicable Statement of Work Schedule or, in default, PSC's appointed Project Manager or Support Manager, each an **Operational Contact));**

(b) be the primary person to whom the Customer should address any questions, notify any problems identify any issues or impart any information relating to the performance of any Services in the event that a resolution cannot be achieved by the Operational Contact;

(c) prepare reports from time to time of ongoing matters for discussion with the Customer relationship manager of PSC;

(d) be the primary person with initial responsibility to resolve any operational disputes that cannot be resolved at an operational level; and

(e) do everything reasonably necessary or required to develop the day to day relationship between PSC and the Customer.

14.2 The Customer's representative shall:-

(a) be the primary point of contact with PSC for all relationship issues;

(b) be the primary person to whom PSC should address any questions, notify any problems identify any issues or impart any information relating to the performance of any existing services in the event that a resolution cannot be achieved by the Operational Contact; and

(c) prepare reports from time to time of ongoing matters for discussion with the PSC relationship manager of the Customer;

(d) be the primary person with initial responsibility to resolve any operational disputes which cannot be resolved at an operational level and;

(e) do everything reasonably necessary or required to develop the day to day relationship between the Customer and PSC.

14.3 Either Party can change their Representative on a permanent or temporary basis from time to time on giving the other Party written notice.

15. DISPUTE RESOLUTION

15.1   If a dispute arises out of or in connection with these General Terms or the performance, validity or enforceability of it (**Dispute**), then, except as expressly provided in these General Terms, the Parties shall follow the procedure set out in this clause 15.

15.2   Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the PSC Representative and Customer Representative shall attempt in good faith to resolve the Dispute;

15.3   If the PSC Representative and the Customer's Representative are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a Senior Executive of PSC and a Senior Executive of the Customer who shall attempt in good faith to resolve it; and

15.4   If the Senior Executive of PSC and Senior Executive of the Customer are for any reason unable to resolve the Dispute within 30 days of it being referred to them, it shall be referred to mediation, and in default of agreement as to the mediator to be appointed and applicable rules, a mediator shall be nominated by the President for the time being of the Law Society of Ireland or the next available officer thereof. The mediation shall be carried out in accordance with such rules and process as shall be agreed between the Parties or as the mediator may decide.

15.5   The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under clause 26 (Governing Law and Jurisdiction) which clause shall apply at all times.

15.6   Unless these General Terms has already been terminated by the date of the Dispute Notice, the Customer shall continue to pay the SOW Charges in accordance with clause 5 until the Dispute has been finally resolved or determined.

16. RISK AND TITLE

16.1   Risk in, any media, hardware, equipment or other products bearing any Software, Authorised Work or documentation or other information that may from time to time be supplied by PSC to the Customer shall pass to the Customer on delivery to the Customer.

16.2 If any hardware or other tangible products are sold to the Customer (the "**Hardware**"), ownership of and legal title in the Hardware provided to the Customer by PSC shall not pass to the Customer until PSC has received payment in full of all monies owed by the Customer to PSC. Until ownership of the Hardware passes to the Customer, the Hardware shall be adequately stored separately by the Customer (in a satisfactory condition) from other goods held by the Customer, shall be clearly identifiable and shall not be mixed with other goods or altered in any way.

16.3 The Customer shall lose its rights to possession of the Hardware if the Customer is in material breach of these General Terms (including for failure to pay) and the Customer fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach. If the Customer loses its rights to possession of the Hardware, PSC may require the Customer (at the Customer's own expense) to deliver up the Hardware in its possession or irrevocably incorporated into another product.

16.4 The Customer grants to PSC an irrevocable licence for PSC, its agents and employees to enter any premises where the goods of the Customer are stored to ascertain whether the Hardware is stored there and to inspect, count, recover and repossess the Hardware.

17. NOTICES

17.1 Notices and other communications under or in connection with these General Terms may be given in writing by hand, by ordinary pre-paid post or by e-mail. Any such notice, if so given, shall be deemed to have been served:

   (a) If sent by hand, when delivered;

   (b) If sent by post, one business day after posting; and

   (c) If sent by e-mail, upon production by the senders email system of a delivery receipt (or equivalent) confirming delivery of the communication to the correct e-mail address.

17.2 In proving service under clause 17.1 (a) or (b) it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant Party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

18.   ENTIRE AGREEMENT

18.1   These General Terms including the Sections, where applicable, and the schedules, appendices, Statements of Work, any documents otherwise referred to herein including without limitation any Software Provider Conditions and additional requirements and licence terms relating to the Software contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter. For the use of the Software provided by a Software Provider only and not any other Available Services, in the event of any conflict between any provision of these General Terms and any Software Provider Conditions or Software Provider additional requirements and licence terms relating to the Software, the Software Provider Conditions, Software Provider's requirements and licence terms shall prevail with the exception of any commercial terms which are expressly agreed in any Software Supply SOW and provided always that any provision of the Software Provider's licence terms relating to a money back guarantee are hereby expressly excluded.

19.   VARIATION

19.1   Without prejudice to the provision for approving Change Requests in clause 27 no variation of these General Terms shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

20.   COUNTERPARTS & ELECTRONIC SIGNATURES

20.1   Any Statements of Work or other contractual documents associated with these General Terms may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

20.2   The Parties consent to the execution of the Statements of Work and any other contractual documents by electronic signatures (whatever form the electronic signature takes) and that this method of signature is as conclusive of the Parties intention to be bound by these General Terms as if signed by each Party's manuscript signature.

21. SEVERANCE

21.1 If any provision of these General Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

21.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or amended, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

22. WAIVER

No forbearance or delay by either Party in enforcing its rights under these General Terms shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

23. FORCE MAJEURE

23.1 No Party shall be liable to the other for any delay or non-performance of its obligations under these General Terms arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, epidemic or pandemic or interruption or failure of utility service. For the avoidance of doubt, nothing in this clause 23 shall excuse the Customer from any payment obligations under these General Terms. Where such a delay is requested or initiated by the Customer the following shall apply: -

   a. All invoices issued by PSC shall become payable within seven days.

   b. Insofar as may be possible, an orderly shutdown of work will be required to bring work in progress to a stable position.

   c. All work in progress at PSC will be brought to an orderly shutdown and PSC will issue an invoice to the Customer for all work completed up to the end of the orderly shutdown.

   d. At a later point in time, without prejudice to clause 23.2, when the conditions causing the delay cease, PSC may have extraordinary costs associated with the resumption of the Services. The Parties will take reasonable steps to mitigate such costs but subject to this PSC shall not be obliged to resume Services unless such extraordinary costs are paid.

23.2   In the event that such delay or prevention continues for more than eight weeks, the Party whose performance is not delayed or prevented may terminate these General Terms on 30 days´ written notice to the other Party.

24.   NON-SOLICITATION

Each Party agrees that, during the term of these General Terms and for a period of twelve months from the date of termination of these General Terms, it shall not (without the other Party's prior agreement in writing) directly or indirectly offer to employ, engage as an independent contractor or induce any person who has been associated in a technical or managerial capacity with any of the Services during the preceding twelve months to leave the other Party's employment. For the avoidance of doubt, this clause shall continue to apply where a Statement of Work has been terminated but these General Terms remains in force with the relevant twelve month period only beginning on termination of these General Terms and not the termination of any Statement of Work.

25.   ASSIGNMENT

25.1   Subject to clause 13.5, the Customer has no right to sub-license, sub-contract or to assign the benefit or burden of these General Terms in whole or in part, or in any way transfer any of its rights or obligations under these General Terms without the prior written consent of PSC and/or the Software Provider and any attempt to do any of the foregoing without such consent is void.

25.2   PSC may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these General Terms, provided that PSC gives prior written notice of such dealing to the Customer.

26.   GOVERNING LAW AND JURISDICTION

26.1   These General Terms and any dispute or claim arising out of or in connection with these General Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law.

26.2   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 General Terms (including non-contractual disputes or claims).

27. **CHANGE MANAGEMENT**

27.1 Any change to or requirement for a change to these General Terms or the Services or the Solution requested by the Customer (a "**Change Request**") shall be made in accordance with the following procedure:

(a) The Customer will provide PSC with a request detailing the proposed Change Request through the PSC Representative;

(b) PSC will provide the Customer Representative with an evaluation of and/or a cost estimate for the proposed Change Request including details of what needs to be changed;

(c) the Customer Representative will consider PSC's response to the Change Request and will notify PSC in writing, within a reasonable time of receipt of PSC's response having regard to the nature and extent of the proposed Change Request of the Customer's decision whether or not to request PSC to proceed with the Change Request.

27.2 If the Parties agree that the proposed Change Request is acceptable the Parties shall use their reasonable endeavours to carry out the Change Request. In the event that either Party decides not to proceed, it will give written notice of its decision to the other Party within 15 working days following consideration of PSC's response or such shorter timescale as shall be necessary in relation to the Services which are the subject of the proposed Change Request.

27.3 PSC reserves the right to charge reasonable costs for preparing its response to the Change Request at its then prevailing rates.

27.4 PSC may propose a Change Request in accordance with the procedure detailed in Clause 27.1 above adapted mutatis mutandis to refer to PSC.

27.5 Other considerations governing Change Requests may be set out in Statements of Work agreed in accordance with clause 3.

SECTION 2 – TERMS AND CONDITIONS RELATED TO THE SUPPLY OF SOFTWARE

In addition to the other terms of these General Terms this section is applicable only when PSC provides the Customer with Software.

BACKGROUND

A. PSC is duly authorised by the Software Provider to resell and/or distribute the Software and provide the Services.

B. PSC is duly licensed by some Software Providers to sub-licence certain software products and is willing to sub-license the Customer to use these products on the terms of this Licence Agreement and such other terms and conditions as specified by the Software Provider from time to time.

C. PSC is also authorised to provide Additional Software Programs that provide additional functionality to the Software Provider's Software. The Additional Software Programs are owned by PSC and are licensed, not sold. PSC is permitted to offer such Additional Software Programs to the Customer whether or not PSC has been involved in the provision of Software Provider's Software.

D. PSC is willing to grant a licence or Subscription to use Software that PSC has developed that may be independent of any third-Party Software Provider Software. In such cases PSC shall be considered to be the Software Provider.

E. PSC is willing to grant a licence or Subscription to use the Software to the Customer and provide the Services subject to the terms of these General Terms, which include that the Customer agrees to sign up to and comply with all Software Provider Conditions.

F. The specifics of the type of licence granted under the terms of these General Terms are set out in the Software Supply SOW.

AGREED TERMS

S2-1. LICENCE AND TERM

S2-1.1 For Software provided under a sub-licence agreement with the Software Provider or for Software where PSC is the Software Provider:

(a) In consideration of the Fee and/or Charges paid by the Customer to PSC, PSC grants to the Customer a non-exclusive non-transferrable licence subject to the terms and conditions of these General Terms and the relevant Software Provider Conditions (if applicable) for the Authorised Use of the Software specified in the POE for a term as set out in the Software Supply SOW until terminated pursuant to the provisions of this Licence Agreement or the General Terms or any Software Provider Conditions (for Software where PSC is the Software Provider the signed Software Supply SOW shall be considered as POE)**:**

(i) in object code form;

(ii) in accordance with the other conditions of these General Terms;

(iii) within the Customer's legal entity and not to any Affiliate unless otherwise expressly agreed and permitted by the relevant Software Provider Conditions;

(b) For Software where PSC is the Software Provider, the Customer shall be entitled to grant sub-licences of its rights under these General Terms to any of its Affiliates without the need for any further consent from PSC, provided that:

(i) the sub-licence shall include obligations on the sub-licensee which are equivalent to the obligations on the Customer under these General Terms and limitations of liability that are equivalent to those set out in these General Terms;

(ii) the sub-licence shall terminate automatically on the termination of these General Terms for any reason;

(iii) the sub-licence shall not permit the sub-licensee to further sub-license any of its rights to the Software;

(iv) within thirty (30) days of the grant of any sub-licence the Customer shall provide to PSC a true copy of it; and

(v) the Customer shall be responsible for any breach of the sub-licence by the sub licensee, as if the breach had been that of the Customer under these General Terms, and the Customer shall indemnify PSC against any losses, damages, costs, claims or expenses which are awarded against or suffered by PSC as a result of any such breach by the sub-licensee.

(vi)

(c) Subject to Clause S2.1.1 (b), the Customer shall not be entitled to grant sublicences of its rights to the Software where PSC is the Software Provider.

S2-1.2 For Software provided under a licence between the Software Provider and the Customer

(a) In consideration of the Fees and/or Charges paid by the Customer to PSC, PSC:

(i) sells to the Customer a licence or Subscription, as set out in the Software Supply SOW, for the Authorised Use of the Software (a "**Software Provider Licence**"); and

(ii) grants a licence(s) or Subscription, as set out in the Software Supply SOW, to the Customer for the Authorised Use of any Additional Software Programs (a "**PSC Licence**"),

subject to the terms and conditions of these General Terms and the relevant Software Provider Conditions commencing on, and including, from the date of these General Terms until terminated pursuant to the provisions of these General Terms or the Software Provider Conditions**:**

(iii) in object code form;

(iv) with the number of users/devices currently authorised to use the Software specified in one or more Software Supply SOW;

(v) in accordance with the other conditions of these General Terms and the Software Provider Conditions;

(vi) within the Customer's legal entity and not to any Affiliate unless otherwise expressly agreed and permitted by the relevant Software Provider Conditions.

S2-1.3 In relation to scope of use (and subject to the Software Provider Conditions which shall prevail for use of any Software Application in the event of any conflict with these General Terms):

(a) for the purposes of clauses S2-1.1 and S2-1.2, use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer´s data for the normal business purposes of the Customer (which shall not include allowing the use of the Software or

Authorised Work by, or for the benefit of, any person other than an employee of the Customer).

(b)   the Customer may not use the Software or Authorised Work other than as specified in clause S2-1.3(a) without the prior written consent of PSC or the Software Provider and the Customer acknowledges that additional Fees and Charges may be payable on any change of use approved by PSC.

(c)   the Customer may make back-up copies of any elements of the Software that has been installed on the Customer's servers or end user computers only as may be necessary for its lawful use and with full disclosure to and with the approval of PSC and the Software Provider if so provided in the Software Provider Conditions. The Customer shall record the number and location of all copies of the Software and take all necessary steps to prevent unauthorised copying.

(d)   the Customer has no right (and shall not permit any third-party) to copy, adapt, reverse compile or engineer, decompile, disassemble, modify, adapt or make error corrections or translations of the Software or Authorised Work in whole or in part (except as specifically permitted by law without the possibility of contractual waiver) and to the extent that any reduction of the Software or Authorised Work to human readable form is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer then the Customer shall request PSC to carry out such action or to provide the information necessary to achieve such integration in accordance with the terms and conditions agreed between the Parties in relation to such services.

(e)   the Customer may not use the Software for a service bureau application.

(f)   The Customer must have enough Software Provider Licences and PSC Licences for all Software licensed to support the maximum number of users and/or devices that may access or use the Authorised Work in accordance with the Authorised Use;

(g)   if the Customer acquires additional versions of the Software as a program upgrade, after the Customer installs the upgrade the Customer may not use the previous version of the Software from which the Customer upgraded or transfer the previous version of the Software to another Party.

(h)   the Customer is responsible for complying with all applicable export and import laws and regulations.

(i)   For the avoidance of doubt, the Software Provider Conditions shall govern the use of the Software but not the Authorised Work. The Customer's use of the Authorised Work is subject to these General Terms.

S2-1.4   The Customer may increase the number of its users/devices who are authorised to use the Software on written agreement with PSC and the Software Supply SOW shall be deemed to be amended accordingly. Any increase in numbers of users/devices may result in additional Fees and Charges becoming payable to PSC and such additional users/devices shall only be authorised to use the Software under the terms and conditions of these General Terms. The invoices raised by PSC from time to time shall be evidence of the amendment of individual Software Supply SOW.

S2-1.5   Fees and Charges in respect of the Software are calculated on the basis that the Customer uses such products on only one combination of hardware and database software at any one time unless otherwise specified in the Software Supply SOW. In the event that the Customer wishes to run the Software using more than one such combination, PSC reserves the right to review the Fees and/or Charges. (NOTE: At all times the use of the Software must be in compliance with the Software Provider Conditions and of these General Terms. If the Customer is in any doubt about what is permitted, then clarifications should be sought prior to any action being taken.)

S2-1.6   The Customer agrees to sign up to and/or comply with any Software Provider Conditions that the Software Provider requires it to sign up to and/or comply with.

S2-1.7   The Software Provider Conditions must be read by the Customer and are deemed to be accepted by the Customer by the Customer using the Software provided by the Software Provider. Some Software Providers require the customer to accept their terms and conditions by signing electronically and may optionally allow PSC to sign electronically on behalf of the Customer. Through the acceptance of these General Terms, the Customer authorises PSC to sign such agreements (i.e. acceptance of the Software Provider Conditions) on behalf of the Customer as if the Customer had signed them.

S2-1.8   The Customer shall permit PSC to share information with the Software Provider where necessary:

(a)   to collaborate with the Software Provider;

(b)   to enable the Software Provider to provide Services and to communicate directly to the Customer; and

(c)   to verify the Customer's compliance with the Software Provider Conditions.

S2-1.9 The Customer shall permit PSC and/or the Software Provider or its auditor to inspect and have access to any premises, and to the computer equipment located there, at or on which the Software is being kept or used, and any records kept pursuant to these General Terms, for the purposes of ensuring that the Customer is complying with the terms of these General Terms, provided that PSC and/or the Software Provider provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

S2-1.10 For Software licenced to the Customer under a Perpetual Licence, the Customer shall be obliged to enter into the Maintenance Plan with PSC for a minimum period of one year and the Maintenance Plan shall automatically continue thereafter on a year to year basis, unless terminated earlier by PSC or the Customer in accordance with these General Terms, provided that the Customer may terminate the Maintenance Plan on giving written notice of termination not less than 45 days prior to any anniversary of the Maintenance Plan.

S2-1.11 The Customer is responsible for software licencing and must have enough end user licences to be in compliance with these General Terms and the Software Provider Conditions.

S2-1.12 Third-Party Rights

(a) The Software Provider is an intended third-party beneficiary to the terms of these General Terms. The Customer acknowledges and agrees that the Software Provider may:

(i) enforce the terms of these General Terms in respect of the Software;

(ii) verify the Customer's compliance with these General Terms; and

(iii) contact the Customer directly.

(b) Furthermore, as mentioned in clause S2-1.7 above, the Software Provider may also publish its own Software Provider Conditions or Terms of Use in relation to the Software and the customer acknowledges and agrees to comply with any such Software Provider Conditions or Terms of Use.

(c) Except as provided in clauses S2.1.1 (b), S2-1.12(a), no term of these General Terms is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to these General Terms.

(d) Notwithstanding the above, it is expressly agreed that the Parties to these General Terms may vary these General Terms or any term of these General

Terms without the consent of any person who has a right to enforce these General Terms.

S2-2. FEES & EXPENSES

S2-2.1 The Customer shall pay to PSC the Fees set out in the Software Supply SOW.

S2-3. MODIFICATIONS

Unless otherwise provided in these General Terms and subject to clause S3-2.2 and providing the Customer has an active and associated Maintenance Plan in place, PSC shall inform the Customer of any Modifications and shall offer to licence such Modifications to the Customer on the terms on which they are generally made available to PSC´s customers by PSC.

S2-4. WARRANTY FOR SOFTWARE

S2-4.1 PSC warrants that the Software when used in its specified operating environment will substantially conform in all material respects to the Specification for a period of 30 days from the date of installation of the Software or for the period of warranty set out in the Software Provider Conditions, whichever is the shorter (**Warranty Period**). If, within the Warranty Period, the Customer notifies PSC in writing of any reproducible defect or fault in the Software in consequence of which it fails to substantially conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or Authorised Work or used it outside the terms of these General Terms, for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by PSC, PSC shall, at PSC´s option, do one of the following:

(a) repair the Software; or

(b) replace the Software; or

(c) terminate these General Terms immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer for the Software as at the date of termination (less any Fee that relates to the Customer´s use of the Software prior to the date of termination on a pro-rata basis) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist PSC in resolving the defect or fault, including sufficient information to enable PSC to re-create the defect or fault.

S2-4.2   PSC does not warrant that the use of the Software or Authorised Work will be uninterrupted or error-free or that PSC will correct all software defects. The Customer is responsible for the results obtained from use of the Software or the Authorised Work.

S2-4.3   The Customer accepts responsibility for the selection of the Software to achieve its intended results.

S2-4.4   PSC hereby warrants, represents and undertakes that:

(a)   it shall provide the Software to the Customer:

  i.   in accordance with the terms of these General Terms;

  ii.   in accordance with all reasonable skill and care in accordance with generally recognised commercial practices and standards in the industry for similar services; and

  iii.   in accordance with all applicable laws and regulations, unless otherwise excluded by these General Terms;

(b)   the provision of the Software and the use of such Software by the Customer in accordance with the terms of these General Terms shall not infringe or cause the Customer to infringe any person's Intellectual Property Rights; and

(c)   it has and shall at all relevant times have full right, title and authority to grant the licences to the Customer as set out in these General Terms.

S2-5.   TERMINATION

S2-5.1   For Software licenced on a Subscription basis:

(a)   the Software Supply SOW sets out the term of the Subscription (the Initial Term). The Subscription will renew automatically on the anniversary of the Initial Term and on a year to year basis thereafter (each subsequent renewal being a Term) (unless terminated earlier by PSC or the Customer in accordance with these General Terms), provided that the Customer, may provide written notice to PSC not to renew at least 45 days prior to the expiry of that Term.

(b)   In the event of failure on the part of the Customer to provide the notices in accordance with the notice provisions in clause S2-5.1(a) PSC may charge in its absolute discretion a late notification fee (minimum €500 but subject to the amount of work involved and PSC's prevailing rates) ("Late Notification Fee") to offset any costs or charges that PSC may have incurred for any additional administrative or technical effort caused.

(c)   In the event that the Customer wishes to cancel the Subscription during the Initial Term or any subsequent Term, PSC will endeavour to facilitate the Customer as best it can subject to the cooperation of the Software Provider and also subject to its then prevailing cancellation charge plus any fees charged by the Software Provider.

(d)   Should the Customer wish to reinstate a Subscription after it has lapsed or been cancelled then PSC will work with the Customer to assist insofar as may be possible subject to a reinstatement fee which will be calculated at the time to reflect the effort required by PSC to effect the reinstatement along with any fees levied by the Software Provider.

(e)   Without prejudice to the foregoing in the event of failure on the part of the Customer to reply to any renewal notice issued by PSC (which PSC may issue in its absolute discretion), it shall be conclusively deemed that the Customer wishes to renew the Term for a further year and the Customer shall be liable for the full amount of Fees or Charges payable for that renewal.

(f)   PSC may suspend or limit, to the extent necessary, the Customer's use of the Software if PSC determines there is a material breach of the Customer's obligations, a security breach or a violation of law. If the cause of the suspension can reasonably be remedied, PSC will provide notice of the actions the Customer must take to become compliant. If the Customer fails to take such actions within a reasonable time, PSC may terminate these General Terms. For the avoidance of doubt, failure to pay outstanding invoices in full is considered a material breach.

S2-6.   INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all Intellectual Property Rights in the Software Application (including any New Version or Maintenance Modification) and in Authorised Work (including any updates or modifications) belong and shall belong to PSC and/or the Software Provider (as applicable), and the Customer shall have no rights

in or to the Software other than the right to use it in accordance with the terms of these General Terms and the Software Provider Conditions. The Software is copyrighted and licensed by the Software Provider and/or PSC, not sold. The Customer shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as PSC or the Software Provider may from time to time require for the purpose of giving PSC or the Software Provider the full benefit of the provisions of this clause S2.6.

SECTION 3 – TERMS AND CONDITIONS RELATED TO THE PROVISION OF SUPPORT PLANS & MAINTENANCE PLANS

In addition to the other terms of these General Terms this section is applicable only when PSC provides the Customer with one or more Support Plans and/or Maintenance Plans.

BACKGROUND

A. The Customer has acquired or received licences for certain Software Applications and/or has implemented one or more Software Applications and/or has procured the implementation of Solutions incorporating one or more Customer Specific Applications.

B. PSC is providing one or more Maintenance Plans for the Software Applications specified in the relevant Maintenance Plan SOWs and/or PSC is agreeing to provide one or more Support Plans for the Solutions implemented for the Customer as specified in one or more Customer Success and Support SOWs on the terms set out in these General Terms and any applicable Schedules and Appendices.

AGREED TERMS

S3-1. SOFTWARE APPLICATION MAINTENANCE

S3-1.1 Where the Customer has agreed to a Maintenance Plan pursuant to these General Terms the following shall apply: -

(i) The Software Application covered by the Maintenance Plan is:

(a) The Software Application or any other agreed software that is set out in one or more Maintenance Plan SOWs which may be upgraded to later versions by agreement between the Parties; and

(b) any other software which PSC and Customer agree and is specified in one or more Maintenance Plan SOWs.

(ii) If the Software Provider releases a New Version or a Maintenance Release which PSC offers to the Customer and the Customer decides not to acquire and install such New Version or Maintenance Release, that decision shall not give rise to any right to terminate the associated Support Plan and/or Maintenance Plan, nor shall it result in any adverse effect on the Services or the performance of PSC´s obligations under these

General Terms SAVE THAT in this event, PSC's obligations in respect of the Services shall be reduced to such of the Services as PSC can commercially reasonably endeavour to supply with the support of the Software Provider and if this occurs following the expiration of such period as is permitted by the old Software Application and a further New Version or Maintenance Release is not accepted by the Customer such Services may be;

(a) Reduced to indirect (or if permitted direct) access to Software Provider databases containing information on known Software Application defects, defect corrections, restrictions and bypasses for the unmodified portion of the Software Application.

(b) Provided if so agreed by the Software Provider, at their sole option, for non-current versions of the Software Application for an additional fee to be determined by the Software Provider and PSC.

In such circumstances, PSC will make best efforts to continue to support the Software Application and/or Solutions under these General Terms but may be restricted in providing full error resolution due to the lack of available support from the Software Provider.

S3-2. THE SERVICES

S3-2.1 PSC shall supply and the Customer shall take and pay for the following Services associated with:

(a) a Maintenance Plan; and/or

(b) a Support Plan.

S3-2.2 In relation to the Maintenance Plan:

(a) For the Software Application specified in an associated Maintenance Plan SOW, PSC shall:

(i) Without prejudice to the Customer's primary obligation to maintain its own awareness of developments in the Software Application which may affect or enhance the Customer's own use of the Software Application or additional functionality which may become available PSC shall use commercially reasonable endeavours from time to time through access to appropriate websites, newsletters, notifications or otherwise to facilitate the Customer informing itself as to the availability of Maintenance Modifications and New Versions of the

Software Application and shall make such Maintenance Modifications and New Versions available to the Customer at the Customer's request if such Maintenance Modifications and New Versions are made available to PSC by the Software Provider;

(ii) the Maintenance Plan shall also include the supply to the Customer of revisions to the Documentation received by PSC from the Software Provider which are necessary in order to reflect any Maintenance Modification or New Version acquired by the Customer;

(b) for the avoidance of doubt, the cost of the Maintenance Plan excludes any additional charges which shall be payable in the event that (i) the Customer requires assistance from PSC in the installation or implementation of the Maintenance Modification or New Version (ii) the Customer requests PSC to provide training or (iii) in the event that the Customer requires additional modifications to the Solutions arising from such Maintenance Modification or New Version or arising from any additional functionality requested by the Customer.

S3-2.3 In relation to the Support Plan:

(a) Support Plan services shall be provided during the Standard Support Hours and unless otherwise specified in an associated Customer Success and Support SOW shall comprise:

(i) a telephone or email (or other acceptable means of electronic communications that may be notified to the Customer from time to time) support service in respect of errors, defects and queries in relation to the routine function of the Software Application and/or the Solution and is intended to provide an initial advice service only, to nominated competent employees of the Customer that are adequately trained in the use and operation of the Software Application and/or Solution and are familiar with the Customer's information technology environment.

(ii) remote access remedial and diagnostic service and, where possible, correction of faults using the remote access software; which will be used when appropriate via the remote access facilities, which must be provided by the Customer in accordance with clause S3-7.1.

(b)   PSC shall use its commercially reasonable endeavours to solve as soon as reasonably possible in accordance with the applicable Service Levels such errors and defects in the Customer's Software Application and/or Solution as are highlighted to PSC. PSC does not warrant that it will solve all errors and defects. Where the error or defect prevents the Customer's continuing usage of the Software Application and the Solution, PSC shall use commercially reasonable endeavours to remedy them as a matter of priority. For the avoidance of doubt, the remedy may include bypasses or workarounds or requesting the Software Provider to include an update in a subsequent release of the Software Application.

(c)   where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Modification, then for a reasonable period prior to the issue of such Maintenance Modification, PSC shall be entitled to decline to provide assistance in respect of that Non-Critical Fault.

(d)   if additional on-site support is required it may be provided by PSC at its option at the rates notified to the Customer in advance.

(e)   the Support Plan shall meet the Service Levels set out in the associated Customer Success and Support SOW.

(f)   For the avoidance of doubt, the Support Plan is limited to the provision of support in relation to issues with the on-going operation of the Software Application and/or the Solution more specifically described in the associated Customer Success and Support SOW. Other activities such as development, application enhancements or Change Requests (see clause 27), support for Customer developed reports, management of the application or processes, infrastructure and environment management, user or administrator training and deployment of Software Application upgrades or Maintenance Releases are not included.

S3-2.4   The costs for the Support Plan are set out in the associated Customer Success and Support SOW and the Services shall be provided for a limited number of cases **(Budget Support Cases)** as specified in the relevant Customer Success and Support SOW. On reaching the specified Budget Support Cases limit, the Customer will be offered a block of additional Support Cases **(Support Case Block)** on the same terms as the current Support Plan and on the basis of the Charges set out on the Customer Success and Support SOW. If this offer is not accepted in writing, then support may be provided at the discretion of PSC on an ad-hoc and unmanaged basis with no applicable Service

Levels and will be charged at the Charges specified in the Customer Success and Support SOW and on the terms set out in clause S3-5.3.

S3-2.5 PSC shall be entitled, on prior notice to the Customer, to make changes to the Support Services, provided such changes do not have a material adverse effect on the Customer´s business operations.

S3-2.6 Support Services shall not include:

    (a) Efforts to restore a release of Software Application beyond the current or immediate prior release;

    (b) Efforts to restore data from backup;

    (c) Operating systems and databases not provided for in these General Terms;

    (d) Defects in the Software Application which the Software Provider and/or PSC is unable to reproduce;

    (e) Custom applications or application templates unless otherwise expressly specified in a Customer Success and Support SOW;

    (f) Services not otherwise included in these General Terms or in the Customer Success and Support SOW, for example custom programming, training, configuration and support outside of Standard Support Hours;

    (g) Assistance for (i) the design and development of applications (ii) the use of Software Application outside its specified operating environment or (iii) failure of the Software Application caused by products or events for which neither the Software Provider nor PSC are liable under these General Terms;

    (h) Direct assistance to persons other than designated technical support personnel;

    (i) Direct access to Software Provider personnel unless otherwise requested by the Software Provider;

    (j) Repair of damage arising from the failure by the Customer to implement recommendations in respect of the operation of the Software Application and/or the Solution to faults previously advised by PSC;

    (k) Repair of damage arising from or where Services cannot be safely and effectively provided at reasonable commercial cost as a result of acts of God, inclement weather, riot, pandemic or legislative or regulatory changes,

interruption of or failure of utility service or all other matters beyond the reasonable control of PSC.

(l)   All matters covered by insurance which the Customer might reasonably be expected to carry as a prudent business;

(m)   Maintenance Plan services or Support Plan services rendered more difficult because of changes, alterations or additions to the Customer's premises, systems or hardware;

(n)   Repair of damage to the Software Application where the Software Application can no longer be maintained in good working order;

(o)   Alterations of the Software Application and/or the Solution required by legislative, regulatory or fiscal changes.

S3-2.7   PSC shall have no obligation to provide the Support Services where faults arise from:

(a)   misuse, incorrect use of or damage to the Software Application and/or Solution; or

(b)   failure to maintain the necessary environmental conditions for use of the Software Application and/or Solution; or

(c)   use of the Software Application in combination with any equipment or software not provided by PSC or the Software Provider, or approved for use with the Software Application by the Software Provider or any fault in any such equipment or software; or

(d)   relocation, modification or installation of the Software Application and/or the Solution by any person other than PSC or a person acting under PSC´s instructions or with PSC's consent; or

(e)   any breach of the Customer´s obligations under these General Terms.

For such excluded services PSC will, upon request by the Customer, submit a cost estimate of the work required if practicable. If the Customer does not authorise the work to be carried out and pay the additional Fees, Charges or costs arising, the item or items concerned may be deleted by PSC from the Supported Software Application and/or Solution.

S3-2.8   If the Customer requires or authorises any Services not included herein, PSC may provide the same and the Customer shall pay PSC the charges for such Services notified to the Customer by PSC .

S3-3.   SUPPORT STAFF

S3-3.1   PSC shall appoint a Support Manager, who shall be responsible for the co-ordination of all matters relating to the Services. All communications, documentation and materials relating to the Support Plan and/or Maintenance Plan shall be sent as appropriate by the Support Manager to the Manager (see clause S3-7.3). Each Party shall notify the other in writing promptly in the event of any proposed change to those appointments.

S3-3.2   In addition to its Support Manager, PSC shall use reasonable endeavours to provide sufficient Support Staff to fulfil its obligations under the terms of these General Terms. The Support Staff shall be suitably trained and experienced in the Support and Maintenance of the Software Application and/or the Solution.

S3-3.3   In the absence of the Support Manager or of any other member of the Support Staff for any reason, PSC shall supply a replacement person who:

   (a)   is appropriately trained and competent to fulfil the role required; and

   (b)   has undergone a suitable period of familiarisation with the Services to enable the performance of the functions of the person being replaced.

S3-4.   FURTHER TERMS RELATING TO THE SERVICES

S3-4.1   PSC shall reasonably ensure that, while on the Customer´s premises, (if physical attendance is agreed by PSC to be necessary and all additional charges and expenses have been paid by the Customer) the Support Manager, the Support Staff and all other persons who enter such premises with the authority of PSC for the purpose of, or in connection with, these General Terms or the provision of the Services adhere to the Customer´s security procedures and health and safety regulations, as from time to time notified to PSC or otherwise brought to the notice of PSC or such persons. The Customer shall be entitled to remove or to refuse admission to any person who is, or has been, in material breach of such procedures and regulations. However, PSC shall incur no liability for any delay in performing or failure to perform its obligations under these General Terms as a result of compliance with the terms of this clause.

S3-5. CHARGES

S3-5.1   In consideration of the Services, the Customer shall pay the Charges set out in the Maintenance Plan SOWs and/or the Customer Success and Support SOWs. Such Charges shall be paid annually in advance by the Customer to PSC in accordance with the payment terms set out in clause 5 of these General Terms.

S3-5.2   Fees and Charges for any additional functionality or Services relating to a New Version or Maintenance Modification supplied by PSC to the Customer shall be agreed in writing prior to performance or supply by PSC, and shall be charged and invoiced to the Customer by PSC (and paid by the Customer) following acceptance by PSC of the Customer´s written order for such New Version or Maintenance Modification.

S3-5.3   Charges for any additional Support Case Blocks or ad-hoc support services described in clause S3-2.4 are specified in the relevant Customer Success and Support SOW. Charges for Budget Support Cases or additional Support Case Blocks supplied by PSC to the Customer shall be agreed in writing prior to performance or supply by PSC, and shall be charged and invoiced to the Customer by PSC (and paid by the Customer) following acceptance by PSC of the Customer´s written approval or order for such services. Where the Customer does not provide written approval or order for such services, PSC reserves the right not to provide such services.

S3-5.4   The Customer shall pay all costs (at PSC´s then prevailing rates) and reasonable expenses incurred by PSC for work carried out by PSC in connection with any fault which is not covered by these General Terms.

S3-5.5   PSC shall be entitled to increase the Fees and Charges, including the Late Notification Fee, as from each anniversary of the date of any Support Plan and/or Maintenance Plan. In relation to the Support Plan, PSC reserves the right to review the Support Plan fees quarterly. Where an increase in the Support Plan fee is justified based on the level of support provided, PSC shall be entitled to increase the charge with the Customer's agreement, which will not be unreasonably withheld, failing which PSC shall be entitled to terminate these General Terms or the relevant Maintenance Plan SOW or Customer Success and Support SOW on thirty days notice and clauses S3-5.7, S3-9.6 and S3-9.7 shall apply.

S3-5.6 Any licence fees or service charges in respect of third-party run-time licences, including database software, which may be required by the Customer are payable separately by the Customer.

S3-5.7 Except as otherwise specifically provided in these General Terms, all Maintenance Plan and Support Plan Fees and Charges are non-refundable.

S3-6. PSC´S WARRANTIES AND LIMITS OF LIABILITY

S3-6.1 PSC represents and warrants to the Customer that:

    (a) the Services will be performed:

        (i) in accordance with all applicable laws and regulations, unless otherwise excluded by these General Terms; and

        (ii) with reasonable skill and care;

    (b) PSC has obtained and will maintain for the duration of these General Terms all permissions, licences and consents necessary for PSC to perform the Services.

S3-6.2 If, during the term of a Support Plan or Maintenance Plan, PSC receives written notice from the Customer of any breach by PSC of the representation and warranties contained in clause S3-6.1, PSC shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice, or terminate the impacted Support Plan or Maintenance Plan immediately on written notice to the Customer and repay to the Customer the portion of the Charges and Fees paid to PSC under the impacted Support Plan or Maintenance Plan prior to the date of termination on a pro rata basis. The Customer shall provide all information reasonably necessary to enable PSC to comply with its obligations under clause S3-6.2. This clause sets out the Customer´s sole remedy and PSC´s entire liability for breach of clause S3-6.1.

S3-6.3 No representation or warranty is given that all faults or defects will be fixed or will be fixed within a specified period of time or at all or that the Application and/or Solution will be operated uninterrupted or on an error free basis.

S3-7. THE CUSTOMER´S RESPONSIBILITIES

S3-7.1 Without prejudice to clause S3-4.1 and without implying any obligation whatsoever on the part of PSC to provide any Services at the Customers premises (which may for the

purposes of this clause include any Affiliate premises), the Customer shall provide PSC, the Support Manager, the Support Staff and all other persons duly authorised by PSC or the Software Provider with full, safe and uninterrupted access including remote access to the Customer's premises, the Software Application and/or the Solution as may reasonably be required for the purpose of performing the Services or otherwise relating to the Software Application and/or the Solution. Such access, except in the case of emergency or agreed out-of-hours downtime, shall be within the Standard Support Hours. Where the Services are to be performed at any of the Customer´s premises, the Customer shall provide adequate working space and office (including telephone and well performing internet access) facilities for use by PSC´s personnel or the Software Provider's personnel and take reasonable care to ensure their safety.

S3-7.2   The Customer shall ensure that appropriate environmental conditions are maintained for the Software Application and/or Solution and shall take all reasonable steps to ensure that the Software Application and/or Solution is operated in a proper manner by the Customer's (and/or its Affiliates) competent trained employees only, or by persons under their supervision.

S3-7.3   The Customer shall nominate a Manager to be available to liaise with, and respond to queries from, the Support Manager (for example, as to the resolution of conflicting priorities between two or more items of support or maintenance).

S3-7.4   The Customer shall:

   (a)   co-operate with PSC in performing the Services and provide any assistance or information as may reasonably be required by PSC;

   (b)   report faults promptly to PSC; and

   (c)   keep full adequate and reliable back-up copies of all of its data, the Software Application and/or all relevant component parts of the Solution.

S3-7.5   The Customer shall indemnify PSC against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against PSC as a result of the Customer´s (and/or its Affiliate) breach of these General Terms and/or the Software Provider Conditions and any negligent or wrongful act of the Customer (and/or its Affiliate) , its or their officers, employees, contractors or agents.

S3-7.6   The Customer hereby agrees that:

(a) the Software Provider has the right to contact the Customer directly by remote access or otherwise to (i) resolve service issues referred to the Software Provider by PSC or that the Software Provider received through a complaint from the Customer and (ii) monitor the Customer's satisfaction with the Services.

(b) PSC and not the Software Provider are responsible for providing Services to the Customer;

(c) The Customer will contact PSC and not the Software Provider for Services relating to the Software Application unless direct contact is specifically mentioned in relation to specific Software Application included in the Maintenance Plan SOW; and

(d) PSC is solely responsible for the delivery and performance of the Support Plan and any other products and services not directly related to the Software Application insofar as required under the Maintenance Plan.

S3-7.7 The Customer must ensure that all computer hardware, network infrastructure, internet access facilities and security systems including backup systems and all software products or programs upon which the Software Application and/or Solution relies on or are interdependent with, including its system software and any database software, are compatible with the Software Application and any subsequent releases and/or the Solution, and are not malfunctioning in a way that adversely affects the operation of the Software Application and/or the Solution. Subsequent releases of the Software Application may require at Customer's cost, a new release of the system software to be installed on all computer hardware, network infrastructure, internet access facilities and security systems including backup systems in order to ensure that the same is compatible with the Software Application.

S3-7.8 The Customer must maintain a 'test' environment to which all changes provided by PSC must be installed. The Customer must test thoroughly the Software Application and/or Solution and any such changes required before it is operated in a live environment to ensure that it meets the Customer's requirements.

S3-7.9 The Customer will provide the necessary renewal notices within the timelines specified in clause S3-9.4

S3-8.   MEETINGS

For the duration of one or more Support Plans and/or Maintenance Plans, if required by the Customer or PSC, the Manager, the Support Manager and such of the Support Staff as may from time to time be considered appropriate shall meet at least once in each calendar year at a time and place to be agreed between the Manager and the Support Manager or where practicable by the use of conference calls, video conferencing or other similar facilities for the purpose of discussing provision of the Services and achievement of the Service Levels and any other appropriate matters.

S3-9.   TERM AND TERMINATION

S3-9.1   Supply of the Support Services and Maintenance Plan by PSC to the Customer shall commence on the Effective Date specified in the applicable Maintenance Plan SOW and/or Customer Success and Support SOW or if applicable in the case of a first licence shall commence on the day that the Customer obtains the licence for the Software Application whichever is earlier and, subject to termination in accordance with the provisions of the Support Plan and/or Maintenance Plan, shall continue for a fixed term of 1 year unless otherwise agreed in writing (the "**Initial Term**").

S3-9.2   Following expiry of the Initial Term and subject to clause S3-9.5, the Maintenance Plan SOW and/or Customer Success and Support SOW shall automatically renew from year to year, or for such other agreed periods, (with each subsequent twelve month period or other agreed period being a "Renewed Term") until terminated by either PSC or the Customer in accordance with the terms of these General Terms.

S3-9.3   PSC will endeavour to issue a renewal notice to the Customer at least 60 days prior to the expiry of the Initial Term and any Renewed Term, notifying the Customer of the Fees and Charges for the subsequent Renewed Term.

S3-9.4   The Customer will provide at least 45 days written notice prior to the expiry of the Initial Term or any Renewed Term to PSC to either:

   (a)   Terminate the Maintenance Plan SOW or the Customer Success and Support SOW; or

   (b)   Renew the Maintenance Plan SOW and/or the Customer Success and Support SOW, specifying any requested amendments.

S3-9.5   In the event of failure on the part of the Customer to provide the notices in accordance with the notice provisions in clause S3-9.4, PSC may terminate the Maintenance Plan SOW and/or the Customer Success and Support SOW.

S3-9.6   For the avoidance of doubt, re-instatement fees will apply where the Maintenance Plan SOW and/or the Customer Success and Support SOW has been terminated and the Customer then requests the re-instatement of the Maintenance Plan SOW and/or the Customer Success and Support SOW. The re-instatement fee will be determined by a combination of the Software Provider's and PSC's re-instatement policy and the period for which the re-instatement applies.

S3-9.7   This clause is in addition to the termination rights and consequences of termination set out elsewhere in these General Terms. The Customer shall remain liable for the full amount of any applicable annual fees, for any charges incurred by PSC to a Software Provider or any third-party and for any costs or expenses incurred by PSC in respect of the Services up to the date of termination.

S3-10.   THIRD-PARTY RIGHTS

S3-10.1 The Software Provider is an intended third-Party beneficiary to the terms of these General Terms. The Customer acknowledges and agrees that the Software Provider may enforce the terms of these General Terms in respect of the relevant Software Applications.

S3-10.2 It is agreed that the Customer may make any services provided by PSC under any Support Plan available to its Affiliates in accordance with the terms of these General Terms, provided that the rights of such Affiliates under these General Terms shall only be enforceable by the Customer on its or their behalf and provided that the Customer remains directly liable to PSC for the payment of any and all Fees and Charges and any other fees, costs and expenses arising under these General Terms. The Customer is responsible for its Affiliates compliance with these General Terms and for any breach of these General Terms for which its Affiliate is responsible, as if the breach had been that of the Customer under these General Terms and the Customer shall indemnify PSC against any losses, damages, costs, claims or expenses which are awarded against of suffered by PSC as a result of any such breach by the Affiliate (s).

S3-10.3 Except as provided in clause S3-10.1 and S3-10.2, no term of these General Terms is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to these General Terms.

S3-10.4 Notwithstanding clause S3-10.1 and S3 -10.2, it is expressly agreed that the Parties may amend any term of these General Terms without the consent of any person who has a right to enforce these General Terms.

SECTION 4 – DEFINITIONS AND RULES OF INTERPRETATION

S4-1. **THE DEFINITIONS AND RULES OF INTERPRETATION** IN THIS CLAUSE APPLY IN THESE GENERAL TERMS AND IN ITS SCHEDULES AND APPENDICES (UNLESS THE CONTEXT REQUIRES OTHERWISE).

Additional Software Programs: software provided by PSC in addition to the primary Software that may be installed so as to provide additional functionality on top of that provided by the primary Software whether or not integrated with the primary Software or operating stand-alone.

Affiliate: in relation to a Party, means any person that controls, is Controlled by, or is under common Control, with that Party.

Agreement: means these General Terms.

Authorised Localisation: means a specific Localisation for a specific geographic region that does not compete with any Localisation created or marketed by the Software Provider for such geographic region, together with any hot fixes, service packs, feature packs, error corrections or updates distributed by PSC.

Authorised Translation: means a specific Translation of any Software for a specific geographic region that does not compete with any Translation created or marketed by the Software Provider for such geographic region, together with any hot fixes, service packs, feature packs, error corrections or updates provided by PSC.

Authorised Use: the specified level at which the Customer is authorised to execute or run the Software and Authorised Work. That level may be measured by number of users, millions of service units ("MSUs") Processor Value Units ("PVUs") or other level of use specified by the Software Provider.

Authorised Work: means a Customisation or an Authorised Localisation or an Authorised Translation.

Available Services: means the provision of consulting, advisory services, software development, software customisation, software configuration and implementation, training, the sale of or grant of licences and/or sub-licences for software or the provision of products or the provision or facilitation of third-party services, the provision of support and/or software maintenance services and any other services that PSC may offer from time to time to the Customer.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Charges: the charges payable for the Services under these General Terms, being (where the context so requires) each or any of the following:

(a) the charges for the Maintenance Plans set out in one or more Maintenance Plan SOWs;

(b) the charges for the Support Plans set out in one or more Customer Success and Support SOWs;

(c) any charges agreed for services in relation to Maintenance Modifications or New Versions or any other services;

(d) in each case as the same may be amended from time to time in accordance with the provisions of these General Terms; and

(e) any other costs or charges payable in accordance with clause 5 or Section 2 or Section 3 or any other charges that may be agreed by the Parties from time to time.

Cloud Service Terms: are the Software Provider Conditions that are specific to Software provided by IBM (when IBM is the Software Provider) that are specific to Software provided as a service, commonly referred to as "Software as a Service" or SaaS. For IBM Software that is not SaaS you should refer to Terms of Use defined below.

Commencement Date: the date of signing of any Statement of Work or performance of any of the Available Services, whichever is the earlier, unless otherwise expressly agreed in writing.

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of each Party for the time being confidential to the relevant Party or any Software Provider and trade secrets including, without limitation, technical data and know-how relating to the business of each Party or any Software Provider or any of their respective business contacts.

Control: means direct or indirect ownership of 50% (or, outside a Party's home territory, such lesser percentages as is the maximum permitted level of foreign

investment) or more of the share capital, stock or other participating interest carrying the right to vote or to distribution or profits of that Party, as the case may be.

Critical Fault: a reproducible fault which substantially hinders or prevents the Customer from using a material part of the functionality of the Solution.

Customer: the registered corporate body that has accepted a proposal for Services from PSC or requested PSC to perform any of the Available Services pending the signing of a Customer Agreement between the Customer and PSC or which has accepted one or more Statements of Work or other document(s) which are subject to these General Terms of Business.

Customer Agreement: A specific signed agreement between the Parties that supersedes these General Terms.

Customer Specific Application: Any applications developed or modified by PSC, or a third-party, that are specifically designed to address the Customer's requirements.

Customisation: means:

(1) any modification or other change that PSC makes to the code of the Software to meet a Customer's specific business needs; or

(2) any software that PSC independently develops for Customers that works with the Software; provided however

(3) Customisations are not Localisations or Translations.

Data Protection Legislation: the General Data Protection Regulation (*(EU) 2016/679*) (the "**GDPR**") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in Ireland; and any successor legislation to the GDPR.

Data Subject has the meaning set out in applicable Data Protection Legislation.

Deliverables: any Software, Authorised Work, Services, Documentation, Software Applications, bespoke or custom programming, documents, reports, design output, know-how or other works created or supplied by PSC (whether alone or jointly) or the Software Provider in the course of providing the Services as applicable.

Documentation: the documentation provided by PSC or Software Provider for the Software Application and/or Solution, in either printed text or machine readable form including access to documentation made available by the Software Provider on the internet for licensed users of the Software Application and/or Solution, including but

not limited to the licence information, technical documentation, program specification and operations manuals and/or videos.

Engagement: the engagement of PSC by the Customer on the terms of these General Terms.

Fee: The amount(s) due to be paid by the Customer to PSC as set out in any Software Supply SOW.

First Use In Production: when the Software is first used to help in processing the business of the Customer. Also known as the Go-Live Date.

General Terms: means the terms and conditions as set out in the various clauses of this document including any schedules and appendices, Statements of Work, any documents otherwise referred to herein which shall where the context so requires include Section 2 and/or Section 3.

Holding company shall be construed in accordance with section 8 of the Companies Act 2014, as amended.

Hosting Environment: means the servers, and associated hardware, operated by a third party (such as a Software Supplier or its hosting contractor) to host one or more elements of the Solution.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Licence Agreement: these General Terms, particularly but not limited to Section 2, granting a licence to the Customer to use the Software.

Localisation: means any modification to, addition to and/or adaptation of the Software to enable or include certain features and/or functionality to conform to any applicable regulatory requirements (including, without limitation, versions and updates of the Software, user assistance tools and/or end user documentation).

Maintenance Modification: a revision of the Software Application provided by the Software Provider that bypasses, restricts or corrects a defect in the Software Application, but which does not constitute a New Version.

Maintenance Plan: the maintenance plan and related services for the Software Application as more particularly described in a Maintenance Plan SOW which is to be provided by PSC to the Customer pursuant to clause S3-2.2 subject to PSC being authorised and facilitated in the provision of such services by the Software Provider.

Maintenance Plan SOW: means a written statement of work entered into pursuant to these General Terms that describes the Services, the fees and other information relevant to the supply of the Maintenance Plan and any additional Maintenance Plan SOW (if any) subsequently agreed. For convenience, the Maintenance Plan Statement of Work (Maintenance Plan SOW) is often incorporated into the Software Supply Statement of Work (Software Supply SOW).

Manager: the person appointed by the Customer from time to time in order to fulfil the role described in clause S3-7.3.

Maintenance Release: release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Modification: any Maintenance Release.

New Version: a new version release, upgrade or update of the Software Application which the Software Provider may provide to PSC and which PSC is authorised to provide to the Customer which corrects faults, adds functionality or otherwise amends, updates or upgrades the Software Application. In some circumstances such a new version may contain such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product and adoption of such a new version by the Customer may involve additional licencing costs set by the Software Provider.

Non-Critical Fault: any reproducible fault in the Software Application other than a Critical Fault.

Online Services: means any data processing or access to information or repository of information (including but not limited to backup of Customer information) provided by a third-party via an internet connection or other data link.

Party: means either of the Customer or PSC, together referred to as the **Parties**.

Perpetual Licence: A perpetual licence allows the Customer to use the licensed software indefinitely.

Personal Data has the meaning set out in applicable Data Protection Legislation.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to these General Terms or not) relating to the Engagement other than as expressly set out in these General Terms or any documents referred to in it.

Programs: the following including the original and all whole or partial copies (1) machine readable instructions and data (2) components files and modules (3) audio visual content (such as images, text, recordings or pictures) and (4) related licensed materials such as keys and documentation.

Proof of Entitlement (POE): evidence of the Customer's Authorised Use. The POE is also evidence for the Software Provider of the Customer's eligibility for warranty, future update prices (if any) and potential special or promotional opportunities. If Software Provider or PSC does not provide Customer with a POE then the Software Provider may accept as POE the original paid sales receipt or other sales record from PSC provided that it specifies the Program name and authorised use obtained.

PSC: ProStrategy-Colman limited an Irish registered company (C.R.O. number 106508) whose registered office is at The Monastery, Cork Road, Fermoy, County Cork

Quarter: any period of three consecutive calendar months which shall commence on the Commencement Date or any date which is the day after the end of the previous quarter.

SaaS: or "Software as a Service" is the software licensing and delivery model in which software is centrally hosted by a Software Provider or a hosting provider and made available to the users of the software in question over an internet or network connection, and which software is licensed on a Subscription basis by allowing users to login remotely to the hosted software. Once the Subscription period has ended, the users no longer have access to the licensed software.

Service Levels: those standards of performance which PSC agrees to use reasonable endeavours to achieve in performing the Support Plan services described in the Customer Success and Support SOW.

Services: means any of the Available Services as may be described from time to time in any Statement of Work or other document or electronic communication describing an offer to provide specific services for a fee.

Software: the software to be licensed to the Customer (if any) whether developed by PSC or by a Software Provider as more particularly described in any Statement of Work.

Software Application: means software Programs as provided by a Software Provider as more particularly described in the Maintenance Plan.

Software as a Service: see SaaS above.

Software Supply SOW: describes the Software that is being licenced by the Customer subject to the terms of these General Terms. There may be more than one Software Supply SOW and additional Software Supply SOW may be added to these General Terms from time to time.

Software Provider: third-party providers of Software (if any) as more particularly described in any Statement of Work.

Software Provider Conditions: such other terms and conditions as specified by the Software Provider from time to time (including without limitation in the applicable end user licence agreement, Software licence terms, applicable licence information document, conditions relating to Software Provider Services and any "read me first" notices that apply to the Software or any Software Provider Services).

Software Provider Services: any services to be provided by a Software Provider to the Customer including, but not limited to, cloud hosting services, the provision of Software as a service, consulting services or services to customise Software or develop new Software or the provision of maintenance and support services in conjunction with the Software and/or Services that PSC provide.

Solution: means the solution being provided by PSC under these General Terms and consisting of the Software Application, the Customer Specific Application, Documentation, custom or bespoke programming, configuration, integrations and any other Deliverables (as applicable) as is more particularly described in any relevant Statements of Work.

SOW: is a written statement of work entered into pursuant to these General Terms as may be amended from time to time or added to by subsequent statements of work by agreement between the Parties that describes the Software, Services, the fees and other information relevant to the supply of Software and/or Services and shall also include

any individual items of work that may be ordered by the Customer from time to time and agreed with PSC. The abbreviation (SOW) is often used in conjunction with a further term to describe specific types of SOWs (such as a Maintenance Plan SOW).

Specification: the documents and/or websites detailing the specification of the Software as specified by the Software Provider from time to time. The specification of the software is provided electronically in the form of user manuals or details that are available online that are available to the Customer for use with the software provided by the Software Provider.

Standard Support Hours: unless otherwise specified in the relevant SOW, 9.00 am to 5.00 pm Irish time Monday to Friday, except on days which are public holidays in Ireland.

Statement of Work: See SOW.

Subscription: right to access and use the Software and/or Authorised Work for a period of time subject to the payment of a recurring fee.

Subsidiary shall be construed in accordance with section 7 of the Companies Act 2014, as amended.

Support Manager: the person appointed by PSC from time to time in order to fulfil the role described in clause S3-3.

Support Plan: the support plan and related services for the support of the Solution as more particularly described in Customer Success and Support SOW which is to be provided by PSC to the Customer pursuant to clause S3-2.3.

Customer Success and Support SOW: means a written statement of work entered into pursuant to these General Terms that describes the services, the fees and other information relevant to the supply of the Support Plan as set out in an associated Customer Success and Support SOW (if any) subsequently agreed.

Supported Software Application: means the Software elements which PSC provides support services to the Customer as described in an associated Customer Success and Support SOW.

Support Staff: those individuals who perform PSC´s obligations under one or more Support Plans and/or Maintenance Plans including (where the context permits) the Support Manager.

Terms of Use (TOU): are the Software Provider Conditions that are specific to Software provided by IBM (when IBM is the Software Provider) and are also known

as the IBM Terms of Use (IBM TOU). For IBM Software Provider Conditions that are specific to Software provided as a service, commonly referred to as "Software as a Service" or SaaS you should refer to the IBM Cloud Service Terms defined above.

Translation: means interpretation of the meaning of text in one language and the production in another language the equivalent text that communicates the same meaning taking into account a number of factors including, without limitation, context, rules of grammar, writing conventions, expressions, accommodation for script directionality, double-byte characters, length of words and phrases, idioms and the like, without changing the functionality or features of the item to be translated.

Termination Date: the date of termination of these General Terms howsoever arising.

S4-1.1 The headings in these General Terms do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules and appendices are to clauses and schedules and appendices of these General Terms.

S4-1.2 A reference to a particular law 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 replacement subordinate legislation for the time being in force made under it.

S4-1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

S4-1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

S4-1.5 Unless the context otherwise requires references to PSC and the Customer include their permitted successors and assigns;

S4-1.6 The Schedules and Appendices to these General Terms form part of (and are properly and correctly incorporated into) these General Terms.

S4-1.7 In the case of conflict or ambiguity between any provision contained in the body of these General Terms and any provision contained in any Schedules or Appendices, the provision in the body of these General Terms shall take precedence unless otherwise expressly indicated in the Schedule or Appendices and initialled by the authorised representatives of the Parties. In the event of any conflict between any provision of these General Terms and any Software Provider Conditions or any Software Provider

additional requirements and licence terms relating to the Software Application, the Software Provider Conditions and other Software Provider additional requirements and licence terms relating to the Software shall prevail.

S4-1.8   In the event that any ambiguity or question of intent or interpretation arises in relation to these General Terms, these General Terms shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of the provisions of these General Terms.

APPENDIX 1 – USER ACCEPTANCE TESTING

i. The Customer shall provide a test environment separate to its live or production environment in which the Solution or agreed changes to the Solution can be tested by the Customer to ensure that it complies with the agreed specifications.

ii. The Customer may permit certain elements of the Solution or agreed changes (e.g. new reports) may be tested in the live or production environment provided the Customer has satisfied itself that such elements do not add/change or delete any data or process in the live or production environment and where the Customer takes responsibility for potential performance degradation of or other impact on the live or production environment.

iii. PSC will install the Solution and any subsequent changes or New Version ("Test Software") into the test environment to facilitate user acceptance testing ("UAT") by the Customer.

iv. The Customer shall have thirty days to complete UAT and report any errors to PSC.

v. If any element of the Test Software fails UAT (disregarding any minor and inconsequential failures) then PSC shall carry out any required modifications so that the Test Software functions as agreed or provide a work-around so that the Customer can avail of suitable functionality or change in business process to achieve an acceptable result.

vi. The Parties hereby agree to provide each other with all such assistance and advice as is reasonable in connection with the tests to be carried out pursuant to this appendix with a view to ensuring that all Test Software passes the acceptance tests.

vii. When the Customer indicates that acceptance tests have completed successfully and/or when it requests PSC to move the Test Software into the live production environment then the Test Software shall be deemed to comply with all Customer requirements and to have been accepted by the Customer subject to clause (viii) below.

viii. The Customer may choose to have the Test Software moved into the live production environment while there are some minor and inconsequential failures still outstanding. In such a case the Customer, prior to moving the Test Software into its live production environment, shall provide a list of all such minor and inconsequential failures to PSC for review and PSC shall respond to the Customer by stating for each item either: -

    a. A timeframe within which the item will be addressed OR

    b. An explanation as to why the item is not in error and how proper use of the functionality can be achieved,

For the avoidance of doubt: references in this Appendix to "minor and inconsequential failures" shall be failures which do not inhibit normal business.