

## AUTOADDRESS TERMS & CONDITIONS FOR LICENSED PRODUCTS

Between BIZMAPS LIMITED, (trading as "AUTOADDRESS") a limited liability company incorporated in Ireland (registered no. 327069), whose registered office is Ground Floor, 89-94 Capel Street, Dublin 1, D01 H0C2, Ireland ("AUTOADDRESS"); and the entity or person identified in the Order Form as the Customer (the "Customer") of the Licensed Products (as defined in clause 2.1).

The parties understand and agree that these terms govern AUTOADDRESS provision of the Licensed Products, and any consulting or professional development services will be governed by a separate terms & conditions, order form and/or statement of work.

### TERMS:

The parties agree as follows:

#### 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. In this Agreement, the following expressions have the following meanings:

"Agreement" means this agreement, including its recitals and schedules.

"Confidential Information" shall include, but is not limited to: (i) Licensed Products; (ii) this Agreement, Order Forms; (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals, financial and other business information, data and plans; (v) research and development information; (vi) formulae, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes and reported problems with the Licensed Products; (vii) information concerning the customers and potential customers of either party; and (viii) any other information identified in writing as confidential or information that the receiving party knew or reasonably should have known was confidential.

"Credit" means a successful single search, click, check or any other means of obtaining Output Material from the Licensed Products in accordance with the Order Form.

"Data Protection Law" means all applicable data protection law, including from 25 May 2018 the General Data Protection Regulation (Regulation (EU) 2016/679) and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any statutory instruments and regulations that may be made pursuant thereto from time to time; and

"Personal Data", "Special Categories of Personal Data", "Controller", "Processor" and "Processing" shall have the meaning set out in Data Protection Law.

"Documentation" shall mean the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Modifications.

"Fee" means the charges payable as specified in the Order Form in accordance with Clause 3.

"Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

"Licensed Data" means third-party licensed data and including but not limited to postal, census, geographic, demographic and other data including customer provided data accessed by the Customer under the terms of this Agreement.

"Licensed Products" mean the Licensed Data and any AUTOADDRESS web service or third-party web service utilised in the provision of Services.

"Licence Model" means access to the Licensed Products for a period of 12 months for a specified number of Users and/or Credits as indicated on the Order Form.

"Order Form" means a form pursuant to which the Customer agrees to procure the use of the Licensed Products which has been accepted by AUTOADDRESS.

"User" shall mean an individual authorised by the Customer to use the Licensed Products in accordance with an Order Form regardless of whether the individual is actively using the Licensed Products at any given time.

"Web Service" means the Services hosted by AUTOADDRESS and provided to the Customer via an Application Programming Interface ("API").

1.2. Interpretation. In this Agreement:

1.2.1 Unless the context otherwise requires, reference to a recital, article, paragraph, provision, clause or schedule is to a recital, article, paragraph, provision, clause or schedule of or to this Agreement.

1.2.2 The headings in this Agreement are inserted for convenience only and do not affect its construction.

1.2.3 The expressions "include", "includes", "including", "in particular" and similar expressions shall be construed without limitation.

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## 2. SERVICE and LICENCE

2.1. AUTOADDRESS shall provide access to Licensed Products. On or before the Commencement Date, AUTOADDRESS will grant access to the Licensed Products to Customer. AUTOADDRESS hereby grants to Customer, for the Term of this Agreement, a limited, non-exclusive and non-transferable license to allow access to the Licensed Products through the URL provided by AUTOADDRESS to the Customer, or such other URL as identified by AUTOADDRESS from time to time together with an access key in accordance with the License Model. No direct access to server hardware, operating system, database management system or other system resources shall be provided. AUTOADDRESS may terminate access to the Licensed Products if AUTOADDRESS, in its sole discretion, determines that the Customer has exceeded authorized access to the Licensed Products or has taken any action that would be considered a violation of this Agreement or the terms of any schedule or statement of work entered into by the parties.

2.2 User Licence Model. Where some or all Licensed Products are licensed to Customer employees or Agents on a User Licence Model the following applies:

Additional Users may be added after the Commencement Date, subject to additional fees being agreed between the parties. Users may be substituted. Customer may only allow the number of Users set forth in the Order Form to access the Licensed Products, unless Customer notifies AUTOADDRESS by sending a request to AUTOADDRESS, notifying AUTOADDRESS that Customer wishes to add Users.

2.3 Orders by Customer. During the term of this Agreement, the Customer may utilize the Licensed Products and obtain other related services pursuant to the terms and conditions of this Agreement by executing an Order Form. Each Order Form shall be signed by the Customer, shall incorporate this Agreement by reference and shall give rise to a separate and distinct contract under this Agreement. Any event of default under an Order Form shall not be considered, in and of itself, an event of default under any other Order Form.

2.4 Term. Unless otherwise stated in the Order Form the term of the licence granted under this Agreement and the provision of access to the Licensed Products shall be for a fixed term of 12 months. Credits balance must remain above zero to continue access to the service, and all Credits purchased expire 12 months after purchase. For the avoidance of doubt any Credits that have not been used by the end of the initial

Term or then-current Term will expire and will not be redeemable or refundable. The term shall automatically renew for additional one-year terms at AUTOADDRESS's then current rates unless either party provides the other party with notice of its intent not to renew prior to the end of the initial Term or any then-current Term.

2.5. Scope of Agreement. Use of the Licensed Products is restricted to its use for the purpose of processing the Customer's data for its normal business purposes. Use for any other purpose is subject to the prior written consent of AUTOADDRESS, and the Customer acknowledges that additional fees may be payable on AUTOADDRESS's approval of a change of use.

### 2.6 CUSTOMER'S USE.

2.6.1 Subject to the terms of an Order Form, Customer agrees that access to the Licensed Products under the User Licence Model shall be restricted to Customer employees or authorized agents. Customer shall use commercially reasonable efforts to protect User IDs and passwords. Customer agrees that authorized AUTOADDRESS support personnel may access as required to diagnose and resolve technical issues.

2.7 No Assignment or Sub-licence. THE CUSTOMER MAY NOT ASSIGN OR SUB-LICENCE THE BENEFIT OR BURDEN OF THIS AGREEMENT, OR TO ALLOW THE SOFTWARE TO BECOME THE SUBJECT OF ANY CHARGE, LIEN OR ENCUMBRANCE, WITHOUT THE PRIOR WRITTEN CONSENT OF AUTOADDRESS.

2.8 Customer Obligations. The Customer shall be solely responsible for maintaining the Computer, operating system and related software and any data or files, other than data or files owned and provided by AUTOADDRESS, including maintaining a back-up copy of the Customer's data or files. Customer shall also be responsible for having trained and qualified personnel utilise the Licensed Products. The Customer shall promptly notify AUTOADDRESS of any unauthorised use of the Licensed Products of which it becomes aware.

2.9 Third Party Licences: to the extent that elements of the Licensed Products incorporate software or data which is owned by a third party, the Customer may be required to enter into a direct licence agreement with that third party and the terms of use of that software or data shall be governed by the provisions of that third party agreement.

2.10 Acceptable Use Policy: Customer agrees to be bound by the Acceptable Use Policy, as detailed in clause 9.

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### 3. FEES

3.1. Fees. The Customer shall pay to AUTOADDRESS the licence, and any other fees set out in an Order Form which fees shall be at AUTOADDRESS's then current rates. Payment is due in advance unless specified in the Order Form that payment will be due within 30 days from the date of issue of an invoice.

3.2 Implementation Fee. Any Implementation Fee, as set forth on the Order Form will be invoiced and will be due and payable as set forth on the Agreement signature page.

3.3 VAT. Unless expressly quoted as including VAT, all prices are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by the Customer.

3.4 Payment Terms. All Fees including taxes, are due and payable within 30 days from the date of AUTOADDRESS's invoice. The Customer shall pay a late charge of 1.5% per month on any Fees not paid by the due date. Unless identified in an Order Form, all Fees are stated in and shall be paid in Euro.

### 4. UPGRADES

4.1 In the event of any updates and upgrades, Customer will be entitled to receive all reasonably necessary technical support from AUTOADDRESS for Customer to be able to continue using the Licensed Products, provided Customer's systems allow AUTOADDRESS reasonable ability to do so.

### 5. SERVICE LEVEL AGREEMENT

A Service Level Agreement (SLA) only applies if the Customer has agreed to pay for, and AUTOADDRESS has agreed in writing to provide, a separate Premium Service Level Agreement for Licensed Products.

Otherwise AUTOADDRESS's standard support and service availability applies:

The Service is provided 24 hours a day, 365 days per year. AUTOADDRESS will respond to faults reported via support email address as provided on our website. During Business Hours AUTOADDRESS will target a four-hour response time to any faults reported by Customer. AUTOADDRESS Target Uptime availability for Web Services is 99.5% per calendar month.

Autoaddress provides a live status page <https://status.autoaddress.ie> where service issues are logged.

### 6. INTELLECTUAL PROPERTY

6.1. No Other Licence. The Customer acknowledges that all Intellectual Property Rights in the Licensed Products shall belong to AUTOADDRESS or to a third party which has licenced same to AUTOADDRESS. The Customer has no rights in or to the Licensed Products other than the right to use it in accordance with the terms of this Agreement.

6.2. Infringement Claims. At AUTOADDRESS's sole expense, AUTOADDRESS shall defend the Customer or, at its option, settle any infringement claim or action brought against the Customer alleging that the possession, use, development, modification or maintenance of the Licensed Products (or any part thereof) in accordance with the terms of this Agreement infringes the Irish Intellectual Property Rights of a third party (an "Infringement Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Infringement Claim.

For the avoidance of doubt, this Clause 6.2 shall not apply where the Infringement Claim in question arises from the possession, use, development, modification or maintenance of the Licensed Products (or any part) by the Customer other than in accordance with the terms of this Agreement or use of a non-current release.

6.3. Conditions of the Indemnity. As a condition of obtaining an indemnity in the circumstances set out in Clause 6.2, Customer shall:

6.3.1 fully and promptly notify AUTOADDRESS of any Infringement Claim, or threatened Infringement Claim, but failure to do so shall not release AUTOADDRESS of its obligations under this Clause 6.3 except to the extent that it is actually prejudiced;

6.3.2 not make any admission as to liability or compromise or agree to any settlement of any Infringement Claim without the prior written consent of AUTOADDRESS, which consent shall not be unreasonably withheld or delayed;

6.3.3 permit AUTOADDRESS to take full control of such Infringement Claim, including settling it at AUTOADDRESS's expense; and

6.3.4 give reasonable assistance in the investigation and defence of such Infringement Claim.

6.4. AUTOADDRESS's Right to Modify. If any Infringement Claim is made, or in AUTOADDRESS's reasonable opinion is likely to be made, against the Customer, AUTOADDRESS may at its sole option and expense:

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6.4.1 procure for the Customer the right to continue using, developing, modifying or maintaining the Licensed Products (or any part) in accordance with the terms of this Agreement;

6.4.2 modify the Licensed Products so that it ceases to be infringing; or

6.4.3 replace the Licensed Products with non-infringing products and applications.

If AUTOADDRESS modifies or replaces the Licensed Products, the modified or replacement Licensed Products must comply with the warranty contained in Clause 7.1 and the Customer shall have the same rights in respect of those warranties as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

### 7. WARRANTIES

7.1 AUTOADDRESS warrants that the Licensed Products shall perform all material functions in substantial accordance with the service level agreement referred to in clause 5.

7.2. Remedy. If:

7.2.1 the Customer notifies AUTOADDRESS in writing of any defect or fault in the Licensed Products which results in the Licensed Products failing to conform to the service level agreement in a material respect; and

7.2.2 the defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Licensed Products or used it outside the terms of this Agreement, or in combination with any other software not provided by AUTOADDRESS, or if any change in Customer's internal systems affects compatibility with or access to the Licensed Products.

AUTOADDRESS shall either repair the Licensed Products, provided that the Customer provides AUTOADDRESS with all the information that may be necessary to assist AUTOADDRESS in resolving the defect or fault, including sufficient information to enable AUTOADDRESS to recreate the defect or fault.

7.3. Selection. The Customer accepts responsibility for the selection of the Licensed Products to achieve its intended results.

7.4. No Other Warranties. Except where required by applicable law, the above warranties are AUTOADDRESS's only warranties. AUTOADDRESS makes no additional representations or warranties, and disclaims all warranties, representations, and liabilities, whether express or implied, arising from contract or tort

(except fraud), imposed by statute or otherwise, relating to the Licensed Products including any warranties as to merchantability, fitness for purpose, or correspondence with description. In particular, AUTOADDRESS does not warrant that the use of the Licensed Products will be uninterrupted or error-free.

7.5. Limitation of Liability. The total liability of AUTOADDRESS, whether in contract, tort or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fee paid by the Customer to AUTOADDRESS during the previous 6 months.

AUTOADDRESS shall not be liable for any claims or damages caused by the unauthorised use of the Licensed Products or acts of abuse or misuse by the Customer. In addition, AUTOADDRESS shall not be liable for any loss or damage in connection with or arising out of the interruption or loss of use of the Licensed Products or the loss or corruption of the Customer's data or files processed or stored by the Licensed Products.

7.6. Consequential Loss Etc. Notwithstanding anything to the contrary in this Agreement, AUTOADDRESS shall not be liable to the other by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of this Agreement, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by its negligence of the respective parties, or that if its employees or agents or otherwise, even if advised of the possibility of such damages.

7.7. Non-Excludable Liability. Nothing in this Agreement shall exclude or limit the liability of AUTOADDRESS for death or personal injury resulting from the negligence of AUTOADDRESS or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

### 8. TERMINATION

8.1. Right to Terminate. Either party may terminate this Agreement at any time on notice to the other if:

8.1.1 the other is in material persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 (thirty) days after receiving written notice requiring it to remedy that breach;

8.1.2 the other is deemed to be unable to pay its debts within the meaning of section 214 of the Companies Act 1963, is unable to pay its debts

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as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or composition with its creditors;

8.1.3 the other ceases carrying on, threatens to cease carrying on, or disposes of its business or a material part of its business;

8.1.4 the other takes any corporate action or other steps are taken or legal proceedings are started for its winding up, dissolution, examinership or re-organisation or for the appointment of a liquidator, receiver, examiner, conservator, custodian, trustee or similar officer of it or of any or all of its revenues and assets; or

8.1.5 any execution or distress is levied against, or an encumbrancer takes possession of, the whole or any part of, the property, undertakings or assets of the other or any event occurs which under the laws of any jurisdiction has a similar or analogous effect.

8.2. No Effect on Other Rights. Termination by either party in accordance with Clause 8.1 shall not affect any other rights or remedies of that party accrued prior to termination.

8.3. Consequences of Termination. On termination for any reason:

8.3.1 all licences granted to the Customer under this Agreement shall cease;

8.3.2 the Customer shall cease all activities authorised by this Agreement;

8.3.3 the Customer shall immediately pay to AUTOADDRESS any sums due to AUTOADDRESS under this Agreement.

### 9. ACCEPTABLE USE

9.1. To use AUTOADDRESS services, Customer must comply with the provisions of this Acceptable Use Policy at all times.

9.2. Acceptable Service Use. (a) Customer must not use the services for any illegal purpose. (b) Web Service requests must be initiated by people in real-time (e.g. through a website form) and not an automated process (e.g. batch script working through a database or automated load generation / test tools) without prior written authorisation from AUTOADDRESS. (c) AUTOADDRESS retains the right to modify/and or remove user's access to statistical information, at any time without notice. (d) If user activity occurs which constitutes abuse of the service, AUTOADDRESS will take appropriate action to maintain the integrity of the service. (e) If users discover any instance that may pose a security threat to the data, they must inform

AUTOADDRESS immediately.

9.3. To ensure acceptable behaviour that conforms to Internet community standards, we will investigate suspected or alleged breaches of this policy, and in doing so we will endeavour to act reasonably and fairly at all times.

9.4. If users are found to have breached this policy or our terms and conditions, we reserve the right at our sole discretion, to take whatever measures we deem appropriate and proportionate to the breach.

9.5. These measures may include a formal warning, suspending or terminating service, making an additional charge for our reasonable costs of investigating and dealing with the misuse.

9.6. Without limitation, users expressly authorise us to use their account data in connection with any such investigation, including by disclosing it to any third party whom we consider has a legitimate interest in any such investigation or its outcome.

## 10. MISCELLANEOUS PROVISIONS

### 10.1 Confidentiality

During the term of this Agreement, AUTOADDRESS and each Customer may have access to Confidential Information of the other party. Confidential Information shall be used solely for each party's performance under this Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party. Each party shall take reasonable precautions, at least as great as the precautions it takes to protect its own confidential information, to maintain the Confidential Information of the other party in strict confidence. AUTOADDRESS may, subject to the terms of this Agreement, disclose Customer's Confidential Information to any entity controlling, controlled by or under common control with AUTOADDRESS or a third party consultant or contractor assisting AUTOADDRESS with the performance of maintenance services or any of AUTOADDRESS's other obligations under this Agreement. AUTOADDRESS shall require such third party consultant or contractor to agree in writing to confidentiality provisions at least as protective of confidential information as the provisions set out herein.

Confidential Information shall not include any information that the receiving party can establish: (i) is or subsequently becomes publicly available through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to receiving party by a third party who is not in breach of an obligation of

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confidentiality; or (iv) is independently developed by the receiving party without the use or benefit of the Confidential Information. Confidential Information may be disclosed under a court order, or a valid subpoena, to the extent counsel for the receiving party determines in its reasonable discretion that the disclosure of such Confidential Information is reasonably required and promptly notifies the disclosing party in writing of such determination and provides the disclosing party an opportunity to see an appropriate protective order prior to disclosing such Confidential Information. In no event, shall the Licensed Products be excluded from treatment as Confidential Information under this Clause 10.

AUTOADDRESS and/or Customer may be irreparably damaged if the obligations under this Section are not enforced and such party may not have an adequate remedy in the event of a breach by the other party of its obligations hereunder. The parties agree, therefore, that such party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened or further breaches of the other party's obligations under this Clause or any other appropriate equitable order or decree.

10.2. Compliance with Laws. In addition to the obligations otherwise set out in this Agreement, the Customer shall comply with all laws, rules and regulations regarding the use of the Licensed Products. The Customer shall indemnify, defend and hold AUTOADDRESS harmless from all claims, losses, costs and expenses arising out of or related to a breach by the Customer of this Clause.

### 10.3. Data Protection.

10.3.1. The parties shall comply with the provisions and obligations imposed by Data Protection Law for storing and processing personal data.

10.3.2. AUTOADDRESS may from time to time process personal data as defined under Data Protection Law as data processor on the instruction of the Customer as data controller. Where processing personal data as data processor on behalf of the Customer, AUTOADDRESS shall have in place appropriate technical and operational processes and procedures in place to safeguard against unauthorised or unlawful processing of personal data, and against any unauthorised access, loss, destruction, theft, use or disclosure of such data.

10.3.3. The Customer hereby warrants and represents that it has the authority of the data subject whose personal data it uses in the Licensed Products, and that the Customer shall indemnify, defend and hold harmless AUTOADDRESS from and against any and all damages, losses, liabilities, penalties, fines, charges, costs and expenses of any kind or nature (including reasonable legal fees)

arising directly or indirectly out of or relating to breach of any representation and/or warranty of the Customer contained in this Clause 10.3.3 in respect of personal data.

10.3.4. The Parties agree that in performing its obligations under this Agreement, that: in respect of "Personal Data", that all processing will be undertaken in accordance with "Data Protection Law", it is further agreed that any reference to "personal data" in this agreement is to be understood to refer to "special categories of personal data" also.

10.3.5. For the avoidance of doubt, AUTOADDRESS is not to process data on behalf of the Customer for any other purpose other than that as is outlined in this agreement.

10.3.6. AUTOADDRESS is authorised to engage sub-processors to undertake processing on its behalf provided that it provides the Customer with prior notice in writing containing details of the sub-processors that it engages and informs the Customer of any intended changes concerning the addition or replacement of such sub-processors and provides the Customer with reasonable opportunity to object to such changes.

10.3.7. Where any sub-processor of AUTOADDRESS will be processing such Personal Data on behalf of the Customer, AUTOADDRESS shall ensure that a written contract exists between AUTOADDRESS and sub-processor containing clauses equivalent to those imposed on AUTOADDRESS in this clause. In the event that any sub-processor fails to meet its data protection obligations AUTOADDRESS shall remain fully liable to the Customer for the performance of the sub-processors obligations

10.3.8. AUTOADDRESS shall notify the Customer without undue delay, and in any event within twenty-four hours, after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed and provide the Customer with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach.

10.3.9. No Personal Data shall be transferred outside of the combined territory of European Economic Area ("EEA") and United Kingdom by AUTOADDRESS or any of its agents or sub-processors without the prior written consent of the Customer, which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding

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sub-processors contained in such model contracts in respect of any sub-processors). AUTOADDRESS shall comply with the requirements of Data Protection Law in respect of transfers of such personal Data outside of the combined European Economic Area and United Kingdom, to the extent that the Customer consents to any such transfer.

10.3.10. AUTOADDRESS shall, at the choice of the Customer;

i) delete or return all such Personal Data when AUTOADDRESS ceases to provide services relating to data processing; and

(ii) delete all existing copies of such Personal Data unless EU Law or the laws of an EU Member State require storage of the Personal Data

10.4. Force Majeure. Neither party shall be liable for any loss, damage, or penalty arising from delay due to causes beyond its reasonable control.

10.5. Notices. Any notice or other communication whether required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been duly given if delivered by hand to the addressee, sent by registered post to the addressee at the address set out for such party in this Agreement (or such other address as that party may from time to time designate in writing to the other parties in accordance with the provisions of this Clause), or transmitted by electronic mail subject to verified receipt by the receiving party.

10.6. Severability. If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

10.7. Parties Bound. This Agreement shall be

binding upon and run for the benefit of the parties, their successors and permitted assigns.

10.8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to their subject matter, and except as expressly provided, supersede all prior representations, writings, negotiations or understandings with respect to that subject matter. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

10.9. Further Assurance. Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

10.11. Waivers. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

10.12. Variations. No variation of this Agreement shall be effective unless it is made in writing and signed by each of the parties.

10.13. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish courts.