IMPORTANT NOTICE: This End User Licence Agreement (the "EULA") is between the End User and EVERYANGLE Limited (the "Supplier") having its registered office at Unit 6, Abbey Business Park, Baldoyle Industrial Estate, Dublin 13, Ireland.

This EULA is deemed delivered and accepted by End User on the date on which End User first accesses the Services. If you as End User do not agree to this EULA, the Supplier will not license the Software to you and you must not proceed to utilise or access the Software. In this case you will not receive the Licence and will not have access to the Services.

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Term	Definition
Affiliate	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity
Agreement	means this EULA
Applicable Laws	means the law of the European Union, the law of any country in which the Services are provided or the End User is located and/or Domestic Irish Law
Authorised Users	means those employees, servants or agents of the End User to whom it enables access to the Services
Business Day	means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.
Confidential Information	has the meaning given to it in Clause 10.1

Term	Definition
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly
Data Protection Legislation	means the Irish Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party to the Agreement relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Irish Data Protection Commissioner;
Effective Date	means the date this Agreement is accepted by the End User
End User	means the person or entity that purchases the Services from the Reseller and by accepting this Agreement receives a Licence from the Supplier to use the Software
End User Data	the data inputted by the End User or its Authorised Users and any data captured by the End User's System
Entitlement	Means the details of the Licence purchased, including but not limited to the licence detail, duration, any additional adds on
Force Majeure Event	means an event, circumstance or cause beyond either party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, pandemic, acts of terrorism, or the stability or availability of the Internet or portions thereof
Incident	means any vulnerability, virus or security incident which:

Term	Definition
	1. may affect the System or the Software; 2. may affect either Party's network and information systems such that it could potentially affect the Services or 3. is reported to the Reseller by the End User
Insolvency Event	means an event pursuant to clauses 13.2.1 to 13.2.7 inclusive
Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Licence	means the grant of permission from the Supplier to the End User to allow the End User utilise the Software and receive the Services under this Agreement
Supplier	means the original equipment manufacturer, EVERANGLE Limited having its registered office at Unit 6, Abbey Business Park, Baldoyle Industrial Estate, Dublin 13, Ireland, whose Services, Software and products are distributed by the Distributor
Permitted Use	means the permitted and authorised use or operation of the Software or Services as provided under this Agreement

Term	Definition
Renewal Period	means the period of time as agreed with the Reseller by the End User that the licence is renewed for by the End User on the expiry of the initial Term
Representative	means employees, officers, representatives or advisers of a Party
Reseller	means the person or entity from whom End User purchased the Services
Services	means the Software and associated services as provided by the Supplier
Software	means the online software applications provided by the Supplier as part of the Services
Specification	means the description of the Services and the instructions for use of the services
System	means the End User's CCTV camera system
Territory	means within the EEA or the country in which the End User is headquartered if a non-EEA country
Term	means the period of time commencing on the date on which the End User is licensed to use the Services until the expiry or termination of that License
Upgrades	means all updates, bug fixes, error corrections, enhancements and other modifications of the Software
VAT	means value added tax
Virus	means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any

Term	Definition
	computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices
Vulnerability	means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes email.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 References to clauses are to the clauses of this agreement.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14 Any approval or consent required under this agreement shall not be unreasonably withheld or delayed, unless stated otherwise.

1.15 Any estimate given under this agreement shall be based on due diligence and fair and reasonable assumptions.

1.16 Any requirement for notice shall be deemed to be a requirement for written notice and, if no timescale is specified for the giving of notice or the performance of any obligation under this agreement, the deemed requisite timescale shall be as soon as reasonably possible.

1.17 In the interpretation of this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party either prepared this Agreement or any part of it or seeks to rely on this Agreement or any part of it.

2. Acceptance

2.1 This EULA is deemed delivered and accepted by End User on the date on which End User first accesses the Services.

2.2 If you do not have the authority to enter into this EULA or do not agree with its terms, do not use the Software.

2.3 Use of the Services is strictly conditional upon the terms and conditions contained herein.

3. License

3.1. Subject to the licence for the use of the Services being purchased from a Supplier approved source, compliance with this EULA and in consideration of the mutual obligations contained herein, the Supplier grants to the End User a non-exclusive, non transferable, personal, revocable Licence for the Term to receive the Services in accordance with this Agreement.

3.2. For the purposes of Clause 3.1, the Services shall be restricted to use of the Software in the manner specified in this Agreement and for the purpose of processing the End User's Data for the normal business purposes of the End User (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an Authorised User of the End User).

3.3. The End User may not use the Software other than as specified in the Agreement Supplier.

4. Permitted Use

4.1 The End User shall procure that its Authorised Users use the Software and receive the Services during the Term in accordance with the terms of this Agreement and the instructions of the Supplier, its servants, employees or agents.

4.2 The End User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:-

4.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

facilitates illegal activity;

4.2.2 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.2.3 in a manner that is otherwise illegal or causes damage or injury to any person or property;

4.3 The End User shall not:-

4.3.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;

4.3.2 allow the Software to become the subject of any charge, lien or encumbrance;

4.3.3 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or System (as applicable) in any form or media or by any means; or

4.3.4 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

4.3.5 access all or any part of the Services and System in order to build a product or service which competes with the Services and/or the System; or

4.3.6 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or System available to any third party except the Authorised Users, or

4.3.7 attempt to obtain, or assist third parties in obtaining, access to the Services and/or System, other than as provided under this Agreement; or

4.3.8 infringe the Supplier's intellectual property rights or those of any third party in relation to the use of the Software or any Service, including the submission of any material (to the extent that such use is not licensed by this Agreement); or

4.3.9 not use the Software or any Service in a way that could damage, disable, overburden, impair or compromise the Supplier's systems or security or interfere with other users; and

4.3.10 not collect or harvest any information or data from any Service or the Supplier's systems or attempt to decipher any transmissions to or from the servers running any Service.

4.4 The End User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Software and, in the event of any such unauthorised access or use, promptly notify the Reseller.

4.5 Without prejudice to any other rights or remedies available to the Supplier (including Termination as per clause 12), the Supplier shall be entitled to suspend or disable the End Users access to the Services and Software if:-

4.5.1 the End User is in breach of this clause

4;4.5.2 the End User commits a material breach of any other clause of this Agreement;

4.5.3 the End User suffers an Insolvency Event.

5. Intellectual Property

5.1 The Supplier shall retain ownership of the Intellectual Property Rights in the Software and the Services at all times. The End User shall retain ownership of all Intellectual Property Rights in the End User Data.

5.2 The End User acknowledges and agrees that the Supplier owns all intellectual property rights in the Services and the Software. Except as expressly stated herein, this Agreement does not grant the End User any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Software.

5.3 The Supplier confirms that it has all the rights in relation to the Services and the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

5.4 The End User grants the Supplier a non-exclusive, royalty-free licence to process the End User's Data for the Term for the purpose of providing the Services to the End User in accordance with this Agreement.

5.5 The End User shall do and execute, or arrange for the doing and executing of, each act, document and thing that the Supplier may consider necessary or desirable to perfect the right, title and interest of Supplier in and to the Intellectual Property Rights in the Software and Service, including, if this Agreement is terminated before the expiry of the Term.

5.6 The End User shall not do or authorise any third party to do any act which would or might invalidate, infringe or be inconsistent with any Intellectual Property Rights of the Supplier and shall not omit or authorise any third party to omit to perform any act which, by its omission, would have that effect or character.

6. Warranties

6.1 The Supplier does not warrant that the End User's use of the Services will be uninterrupted or error-free; or that the Services, System and/or any information obtained by the End User through the Services will meet the End User's requirements.

6.2 The End User warrants and represents that during the Term it shall it shall not introduce any Viruses or Open-Source Software or Vulnerabilities into the System or onto the Supplier's network and information systems whilst the Supplier is performing the Services or otherwise;

6.3 Breach of clause 6.2 shall be deemed a material breach of this agreement

for the purpose of clause 12.3.2.

6.4 The warranties set out in this clause are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this agreement which are excluded to the extent permitted by law.

7. Supplier Obligations

7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Specification and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the End User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the End User's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 Notwithstanding the foregoing, the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the End User acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8. End User Obligations

8.1 The End User shall:

8.1.1 provide the Supplier with:

8.1.1.1 all necessary co-operation in relation to this agreement and all matters relating to the Services; and

8.1.1.2 access to the End User's System; and

8.1.1.3 all necessary access to such information as may be required by the Supplier; and

8.1.1.4 access to the End User's premises, office accommodation, data and other facilities as required by the Supplier its Resellers, agents, subcontractors, consultants and employees, in a timely manner and at no charge to any of them;

8.2 comply with all Applicable Laws and regulations with respect to its activities under this Agreement;

8.3 carry out all other End User responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the End Users provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

8.4 ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

8.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

8.6 ensure that its network and Systems comply with the relevant specifications provided by the Supplier from time to time;

8.7 notify the Supplier immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Supplier about any Incident; and

8.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Limitation of Liability

9.1 The limitations or exclusions of liability in this Clause 9 shall not apply:-
9.1.1 in the case of a party's liability to the other party for:-

9.1.1.1 fraud or fraudulent misrepresentation;
9.1.1.2 death or personal injury caused by negligence; or
9.1.1.3 any matter for which it would be unlawful for the parties to exclude liability;

9.1.2 in the case of the End User's liability, for any breach by the End User of Clause 5 (Intellectual Property) 10 (Confidentiality) or Clause 11 (Data Protection & Processing);

9.2 Subject to Clause 9.1, the Supplier shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.3 Subject to Clause 9.1, the Supplier's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this EULA including in respect of any indemnity given pursuant to this EULA

shall be limited to 50% of the total fees attributable to the twelve (12) month period before the initial claim and paid or payable by the End User to any Approved Source.

10. Confidentiality

10.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Services, concerning:-

10.1.1 any information that would be regarded as confidential by a reasonable business person relating to:-

10.1.1.1 the business, affairs, customers, clients, contractors, or plans, intentions, or market opportunities of the disclosing party (or of any Affiliate of the disclosing party); and

10.1.1.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any Affiliate of the disclosing party);

10.1.2 any information or materials developed by the parties in the course of carrying out or in connection with this agreement.

10.2 The provisions of this clause shall not apply to any Confidential Information that:-

10.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

10.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

10.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; and

10.2.4 the parties agree in writing is not confidential or may be disclosed.

10.3 Each party shall keep the other party's Confidential Information confidential and shall not:-

10.3.1 use such Confidential Information except for the Permitted Purpose; or

10.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

10.4 A party may disclose the other party's Confidential Information to those of

its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:-

10.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
10.4.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.

10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchanges) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
10.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
10.7 On termination of this agreement, each party shall:-

10.7.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
10.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
10.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 13.

10.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
10.9 The provisions of this clause 10 shall survive for a period of 5 years from termination of this agreement.

11. Data Protection & Processing

11.1 The End User shall own all right, title and interest in and to all of the End User Data and shall have sole responsibility for the legality, reliability, integrity,

accuracy and quality of the End User Data.

11.2 Both parties will comply with all Applicable Laws in relation to data protection and privacy including without limitation the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3 The parties acknowledge that for the purposes of this Agreement and the Data Protection Legislation, the End User is the data controller and the Supplier is the data processor of any End User Data.

11.4 Without prejudice to the generality of Clause 11.1, the End User will ensure that it has all necessary notices and data protection policies and if required, consents, in place to enable lawful transfer of the personal data or End User Data to the Supplier for the duration and purposes of this Agreement.

11.5 Without prejudice to the generality of Clause 11.1, the Supplier shall, in relation to any personal data or End User Data processed in connection with the performance by the Supplier of its obligations under this agreement:-

11.5.1 process data only on the documented written instructions of the End User and for this purpose, the acceptance of this Agreement by the End User shall be such written instruction;

11.5.2 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

11.5.3 where reasonably possible store data received from the End User within the End User's Territory. In the event that it is not possible or practicable to store the data received from the End User within the End User's Territory, the Supplier shall store such data in a location agreed with the Customer;

11.5.4 assist the End User, at the End User's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

11.5.5 notify the End User without undue delay on becoming aware of a personal data breach;11.5.6 at the written direction of the End User, delete or return personal data and copies thereof to the End User on termination of the agreement unless required by Applicable Law to store the personal data; and

11.5.7 maintain complete and accurate records and information to

demonstrate its compliance with this clause 11 and allow for audits by the End User or the End User's designated auditor and immediately inform the End User if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.6 The Supplier may engage third party processor to process data on its behalf. The Supplier confirms that it engage with approved and reliable third party processors and will enter approved third-party processors into a written agreement. The Supplier shall take reasonable precautions and shall procure that any Third Party Processor shall take reasonable precautions to preserve the integrity and security of the data processed by it and to prevent any corruption or loss of such data.

11.7 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement) to ensure this clause is inline with the Data Protection Legislation.

11.8 The Supplier shall follow appropriate archiving and security policies and procedures to comply with the Data Protection Legislation.

12. Renewals & Fee Changes

12.1 At the end of the Term, the End User may be offered through the Reseller a Renewal Period. The fees for this Renewal Period will be fees in effect at the time of that renewal.

12.2 The Reseller will notify the End User reasonably in advance of any Renewal Period if there are fee changes. The new fees will apply for the upcoming Renewal Period unless the End User or Reseller promptly notify the Supplier in writing, before the applicable renewal date, that the End User does not accept the fee changes. In such event, the Services will terminate at the end of the initial Term.

13. Termination

13.1 If either Party materially breaches this EULA and does not cure that breach within fifteen (15) Business Days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.

13.2 The Supplier, in addition, has the right to immediately suspend or terminate the Licence and End User's use of the Software if the End User is in breach of either of Clause 3, 4, 5 and 6.

13.3 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:-

13.3.1 the other party suspends or ceases, or threatens to suspend or cease,

carrying on all or a substantial part of its business; or13.3.2 any warranty given by the other party in this agreement is found to be materially untrue or misleading.

13.4 In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

14. Consequences of Termination

14.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

14.2 On termination or expiry of this Agreement for any reason:-

14.2.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry, shall not be affected;14.2.2 all End User Data within the possession of the Supplier at the time of termination shall either be:-

14.2.2.1 transferred back to the End User; or14.2.2.2 deleted in accordance with best practice on the request of the End User; or14.2.2.3 a combination of 14.2.2.1 and 14.2.2.2 as agreed between the parties.

14.2.3 all licences granted under this agreement shall immediately terminate; and

14.2.4 each party shall return and make no further use of any equipment, property, documents and other items (and all copies of them) belonging to the other party.

15. Upgrades, Copies & Third Party Products

15.1 The Supplier shall provide maintenance upgrades and support in accordance with this agreement as required during the Term.

15.2 The End User is not permitted to copy or duplicate the Software or Services and if the End User is so desirous of an additional copy or copies of the Software or Services the End User must purchase same through the Reseller.

15.3 If the End User uses the Software in conjunction with third-party products, the End User is responsible for complying with the third-party providers' terms and conditions and privacy policies, and all such use is at the End User's risk. The Supplier does not provide, support or guarantee ongoing integration support for products that are not a native part of the Software.

16. Miscellaneous

16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate this agreement by giving twenty days' written notice to the affected party.

16.2 Either party may, after having given prior written notice to the other party assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with its rights under this agreement to any person to which it transfers all of its business or that part of its business to which this agreement relates, provided that the assignee undertakes in writing to other party to be bound by the obligations of the assignor under this agreement.

16.3 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction save that the Supplier shall be entitled to to indicate on promotional material, tenders for work and in the course of marketing the Supplier has provided services to the Customer and to refer to the type of work carried out.

16.4 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.5 If there is an inconsistency between any of the provisions of this Agreement and any other document between the Parties or in connection with the Services or System, then the provisions of this Agreement shall prevail in preference to all other documents.

16.6 This Agreement may be updated or amended from time to time by the Supplier and the most up to date version is available from the Supplier by request or at www.everyangle.ie Continued use by the End User of the Services and Software shall be deemed to be acceptance of the Terms and Condition then in force.

16.7 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.8 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.9 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

16.10 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.11 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).