

# TERMS AND CONDITION

1 This Agreement supersedes any arrangements, statements, representations, negotiations, correspondence, Purchase Order terms and all other oral and written communications between EXPD8 and The Customer in relation to the subject matter of this Agreement. No addition, amendment or modification of this Agreement shall be effective unless it is in writing and signed by EXPD8.

2 If the Customer requests EXPD8 to provide services outside the agreed times or days EXPD8 may at its sole discretion decline the Customer's request. If EXPD8 agrees to the Customer's request, EXPD8 will be entitled to, and the Customer agrees to pay, additional charges at EXPD8's then current rates for the provision of that Service. EXPD8 may increase the Annual Fee on 30 days' notice.

3 EXPD8 will invoice the Customer on an agreed basis for the provision of the service monthly. Such invoices will be invoiced in arrears, and subject to payment within 30 days of the date of the invoice save where other arrangements are made and detailed in the schedule of services. The amount due is as per your order and any agreed amendments to cover changes in the schedules of cover such as an increase in the number of machines under cover. Failure to meet payments on time may result in a loss of service.

EXPD8 Ltd reserves the right to vary charges. Changes will be applied at the next contract renewal date.

EXPD8 Ltd reserves the right to withdraw or suspend services without notice where payment has not been made.

Additional items added to the contract will be charged on pro-rata basis to the end of the contract term.

If any payment due by the Customer is not paid by its due date EXPD8 shall be entitled to suspend the Maintenance Services until payment in full is made. The suspension of Maintenance Services by EXPD8 shall be in addition to any other remedy of EXPD8.

EXPD8 may withdraw support for an eligible product on one month's written notice to the Customer. If EXPD8 withdraws a Service for which the Customer has prepaid and EXPD8 has not yet fully provided it, EXPD8 will give the Customer a prorated refund

The Customer agrees to pay EXPD8 for

- 1) All Services EXPD8 Ltd provides and any Materials EXPD8 Ltd delivers through Service termination,
- 2) All expenses EXPD8 incurs through Service termination,
- 3) Any charges EXPD8 incurs in terminating the Service including but not limited to termination of employment for any staff specifically recruited for the operation of the service.

4 EXPD8 shall not be obliged to provide preventative maintenance unless this is separately specifically agreed in writing between the Customer and EXPD8.

5 The Services to be provided by EXPD8 shall NOT include the following:

- (a) The repair or replacement of consumables (incl. but not limited to print heads, platens, ribbons, tapes, disks and drum kits)
- (b) Electrical work external to the Equipment;
- (c) Repair of damage arising from:
  - (i) Transportation or relocation of the Equipment not carried out by EXPD8;
  - (ii) Failure or variance of electrical power;
  - (iii) Changes, alterations or additions to the system not carried out by EXPD8;
  - (iv) Operator error or omission;
  - (v) The negligent or wilful act or omission of any third party or of the Customer or its employees

or agents;

(vi) Modification of the Equipment not authorised by EXPD8.

(vii) Accident, fire, flood or act of God.

(d) Attendance to faults caused by operating the Equipment outside design Specifications or in non-conformity with any documentation or manuals supplied with the Equipment;

(e) The cleaning, painting, finishing or touching up of the Equipment or any specification changes, relocation of the equipment or the addition or removal of accessories, attachments or other devices;

(f) Repairs of any damage or defect of any nature which has been ascertained by EXPD8 to have been caused by a virus according to the meaning placed on same in the common custom and usage of the Computer Industry.

(g) The Customer agrees that EXPD8 is not obliged to correct every error, malfunction, bug or defect in the System. In particular, EXPD8 shall not be liable to correct or repair any damage or defect arising from a Program Bug or from a Computer Virus.

(h) The retrieval of lost information or data due to media or hard disk failure.

(i) Re-installation of Customer information or data due to media or hard disk failure

EXPD8 shall be entitled to charge the Customer, at its then current rates for any work done in establishing that the damage or defect was caused by one of the excluded circumstances set out above.

6 EXPD8 shall not be liable to the Customer for any delay or failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to war, insurrection, riot, the acts of the Customer or any other third party, the failure to obtain supplies of parts for the Equipment, failure or delay in transportation, acts of any Government or any other agency, labour disputes, illness, accident, fire, explosion, flood or other acts of God or shortage of raw materials or parts. In any such event EXPD8 may, without liability, cancel or vary this Agreement including, but not limited to, extending the time for performance under this Agreement for a period at least equal to the time lost by reason of such event.

7. The Customer agrees to:

(a) Allow EXPD8's employees or agents full access to the Customer's premises for the purposes of providing the services;

(b) The Customer shall maintain daily back-ups of relevant computer system data.

8.1 In addition to any provision for Termination provided elsewhere in this Agreement, this Agreement may be terminated in the following circumstances:

(a) On not less than 90 days written notice from either EXPD8 or the Customer prior to any Anniversary Date. In the event of such notice this Agreement shall stand terminated from such Anniversary Date in respect of any subsequent years. This contract will auto renew if the written notice is not provided from the customer 90days prior the anniversary date.

(b) Forthwith, on notice from EXPD8 where the Customer is in breach of any term, condition or provision of this Agreement including but not limited to the non payment of the Annual Maintenance Fee or any charge due by the Customer which is not paid by its due date.

(c) Forthwith, on notice from EXPD8 in the event that, in the sole opinion of EXPD8, the Customer has made persistent unreasonable demands of EXPD8 or of any of its employees or agents. Prior to such notice EXPD8 shall be obliged to give the Customer a 14 day written warning that if the Customer's behaviour described in the warning does not cease within the 14 days this Agreement will be terminated;

(d) If the Customer, being a company shall present a petition, or have a petition presented by a creditor, for its winding up or shall convene a meeting to pass a resolution for the voluntary winding up of the company or shall enter into any liquidation whether compulsory or voluntary (other than for the purposes of reconstruction or amalgamation), shall call a meeting of its creditors, shall enter into any composition or arrangement with its creditors or shall have a Receiver, Examiner or Inspector appointed to it, or shall cease to carry on business EXPD8 may give notice to the Customer terminating this Agreement forthwith;

(e) If the Customer being an individual shall die or, being a firm or partnership shall be dissolved

or shall commit any act of bankruptcy or make or negotiate any composition or arrangement for the benefit of his creditors, EXPD8 Computers may by notice terminate this Agreement forthwith.

8.2 Any termination of this Agreement shall be in addition to and without prejudice to any other rights or remedies that either party may have against the other. In particular, but without limiting the generality of the foregoing, the Customer shall remain liable to pay all sums outstanding to EXPD8.

9.1 The maximum liability of EXPD8 either for the breach of any term of this Agreement, whether express or implied, or arising in tort, contract or otherwise shall be limited to a refund of the Monthly Maintenance Fee and any other charges paid by the Customer to EXPD8 under this Agreement for the year during which such liability arose.

9.2 Under no circumstances shall EXPD8 be liable to the Customer for any special, incidental, indirect or consequential loss or damages arising from or in connection with this Agreement or from or in connection with the use of the Services or for any loss or damages whatever resulting from the loss of use, data or profits arising out of or in connection with this Agreement or the use or performance of the Services whether arising in contract or tort or otherwise, even if EXPD8 has been advised of the possibility of such damages.

10.1 EXPD8 may assign or transfer all or any part of this Agreement or sub-contract any of its obligations arising under this Agreement without the prior consent of the Customer. The Customer shall not assign or transfer any part of this Agreement without the prior written consent of EXPD8.

10.2 In the event that any of the terms, conditions or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the body of this agreement and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

11 The Customer agrees that it shall not employ or enter into any contract for the provision of services directly or indirectly with any employee of EXPD8 who is involved in performing services under this agreement until such time as the initial contract period of 18 months has elapsed within 12 months of such services being performed. A fee shall be paid to EXPD8 immediately upon the Candidate commencing employment with the Client or associated entity at any time after introduction by EXPD8 within a 12 month period. The said fee shall be based on the total gross emolument payable by the Client or associated entity to the Candidate in respect of his employment, which means a Candidate's taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance or annual value of a car being supplied and weighting allowance.. The fee doesn't include VAT, which is charged at the applicable rate unless the Client has VAT exempt status. All invoices are payable upon receipt. In the event of the Client or any associated company engaging a Candidate for employment in any capacity after introduction by EXPD8 then a fee shall be paid by the Client or associated entity to EXPD8 in accordance with the following scale:

€0 to €24,999.99 @ 20%  
€25,000 to €30,999.99 @ 22.5%  
€38,000 to €49,999.99 @ 30%  
€50,000 and above @ 35%

The rights, duties, and obligations of each party to this agreement are valid only in Ireland. Both the Customer and EXPD8 consent to the application of the laws of Ireland to govern, interpret, and enforce all, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Both parties agree that this agreement shall be subject to the jurisdiction of the courts of Ireland. In the event that any of provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement remain in full force and effect.

In the event that any of the terms, conditions or provisions of this Agreement shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be

severed from the body of this Agreement and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

## MICROSOFT CLOUD AGREEMENT

This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually (“Customer”), and Microsoft Ireland Operations Limited (“Microsoft”). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 10.

### 1. Grants, rights and terms

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a) Software: Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) Use Rights: The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) Temporary and perpetual licenses: Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

B) Online Services: Customer may use the Online Services as provided in this agreement.

(i) Online Services Terms: The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) Suspension: Microsoft may suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) End Users: Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) Customer Data: Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts: Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

C) Reservation of rights: Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

D) Restrictions: Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

E) Preview releases: Microsoft may make Previews available. Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement. Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

F) Verifying compliance for Products.

(i) Right to verify compliance: Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.

(ii) Remedies for non-compliance: If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) Verification process: Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

## 2. Subscriptions, ordering

A) Choosing a Reseller: Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.

B) Available Subscription offers: The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:

(i) Online Services Commitment Offering: Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) Consumption Offering (also called Pay-As-You-Go): Customer pays based on actual usage with no upfront commitment.

(iii) Limited Offering: Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) Software Commitment Offering: Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

## C) Ordering

(i) Orders must be placed through Customer's designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Customer's Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription

D) Pricing and payment: Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer's Reseller.

## E) Renewal

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.

F) Eligibility for Academic, Government and Nonprofit versions: Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;

(ii) For government offers, the requirements listed at <http://go.microsoft.com/government>; and

(iii) For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

G) Taxes: The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

### 3. Term, termination

A) Agreement term and termination: This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. Customer may terminate this agreement at any time by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer's right to place new orders for additional Products under this agreement.

B) Termination for cause: If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.

C) Cancel a Subscription: Customer's Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

### 4. Security, privacy, and data protection

A) Reseller Administrator Access and Customer Data: Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its

Reseller's administrative privileges; (iii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer's agreement with

its Reseller and may differ from Microsoft's privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

B) Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

C) Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller.

D) As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users' consent to the same.

E) Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

## 5. Warranties

### A) Limited warranty

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

B) Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

C) Disclaimer. Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.



## 6. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

A) By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

B) By Customer. To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.

## 7. Limitation of liability

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

A) Online Services. For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

B) Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

C) Exclusions. In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.

D) Exceptions. The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

## 8. Support

Customer's Reseller will provide details on support services available for Products purchased under this agreement.

## 9. Miscellaneous

A) Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent:

Microsoft Ireland Operations Limited  
Atrium Block B  
Carmenhall Road  
Sandyford Industrial Estate  
Dublin 18, Ireland

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

B) Assignment. You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

C) Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

D) Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

E) No agency. This agreement does not create an agency, partnership, or joint venture.

F) No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

G) Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

H) Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

I) Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

J) Applicable law and venue. This agreement is governed by the laws of Ireland. If Microsoft brings an action to enforce this agreement, Microsoft will bring it in the jurisdiction where Customer has its headquarters. If Customer brings an action to enforce this agreement, Customer will bring it in Ireland. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

K) Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

I) Survival. All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

M) U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

N) Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

O) Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf

P) Waiver of right to void online purchases. To the maximum extent permitted by applicable law, Customer waives its rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

## 10. Definitions

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services.

“Fix” means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Non-Microsoft Product” is defined in the Online Services Terms.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Previews” means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Reseller” means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms.

The Use Rights for Online Services are published in the Online Services Terms.

Please note that Microsoft updates these agreements frequently. To view the most updated agreement, please visit:

<https://www.microsoft.com/en-us/licensing/product-licensing/products>

## EULA CLOUD SERVICES

Cloud Backup , Azure and EXPD8 Terms of Service

Please read these terms of service (these “Terms”) carefully as they form a contract between you and EXPD8 Ltd (EXPD8 or We or Our) that governs your access and use of: (i) the hosted storage solution provided by EXPD8 Ltd for online storage, sharing and processing of files, data, text, audio, video, images or other content (collectively, “Content”); (ii) software provided or made available by EXPD8 Ltd (the “Software”); and, (iii) any written or electronic documentation provided or made available by EXPD8 Ltd (the “Documentation”) (collectively the “Service(s)"). By using any of the Services you agree to be bound by these Terms. If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and promising to EXPD8 that you have the authority to bind that organisation to these Terms. In that case, “you” and “your” will refer to that organisation. You may use the Services only in compliance with these Terms and only if you have the power to form a contract with EXPD8 and are not barred under any applicable laws from doing so. If you do not agree to be bound by these terms, you must not use the service.

### 1. CHANGES TO THESE TERMS

EXPD8 reserves the right to change these Terms at any time in EXPD8’s sole discretion. Any changes will be effective upon posting the revised version of these Terms on the Service. Therefore, we encourage you to check the date of these Terms whenever you visit eXpd8 Terms (the “Site”) to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. If you don’t agree to any of the changes, we’re not obligated to keep providing the Service, and you must cancel and stop using the Service. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you.

### 2. YOUR ACCOUNT

To obtain access to certain Services, you may be required to obtain an account with EXPD8, by completing a registration form and designating a user ID and password. When registering with EXPD8 you must: (a) provide true, accurate and current information about yourself as requested by the Service’s registration form. If your contact information or other information related to your account, changes, you must notify EXPD8 promptly and keep your information current.

Only you may use your Service account. You must keep your account and passwords confidential and not authorise any third party to access or use the Service on your behalf, unless EXPD8 provides an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. You are responsible for all activities that take place with your account, whether or not you authorised those activities. EXPD8 will not be liable for any loss or damage arising from any unauthorised use of your accounts.

If a third party such as an employer gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account.

### 3. SUSPENSION AND TERMINATION

You may stop using the Services at any time. EXPD8 reserve the right, to temporarily suspend or terminate your access to the Service at any time in EXPD8’s sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, EXPD8 may suspend or terminate your access to or use of the Service for: (a) the actual or suspected

violation of these Terms; (b) the use of the Services in a manner that may cause EXPD8 to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service.

#### 4. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.

When you register for Services, you may agree that we may provide you with information and other materials regarding your use of the Services, our products, services, and other offers from time to time as described in our Privacy Policy. Such solicitations may take the form of materials mailed to you, telephone calls, e-mail messages, or other forms. Solicitations will be made to the addresses and numbers provided to us in the registration process. EXPD8 gives you the opportunity to opt-out of receiving electronic mail by following the opt-out instructions provided in the message.

#### 5. CONTENT

Except for material that EXPD8 licenses to you, EXPD8 doesn't claim ownership of any Content that is transmitted, stored, or processed in your account(s). EXPD8 doesn't control, verify, or endorse the Content that you and others make available on the Service.

EXPD8 provides functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you've shared content with (including the general public, in certain circumstances) may have access to your Content.

You hereby grant EXPD8 and its contractors the right, (i) to use, copy, transmit, distribute, store and cache your Content; and (ii) to copy, transmit, publish, and distribute to others the Content as you designate, whether through the sharing or public linking features of the Service, in each case solely to provide the Service to you, or as otherwise permitted by these Terms. You acknowledge and agree that EXPD8 shall require access to the you information in order to deliver the Services. You expressly permit EXPD8, subject to the confidentiality obligations under clause 19 and its other to have access to your information

You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content doesn't violate any law or these Terms. You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights and (d) maintain appropriate security, protection and backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorised access. EXPD8 will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

You must immediately notify EXPD8 in writing of any unauthorised use of any (a) Content (b) any Account or (c) the Service that comes to your attention. In the event of any such unauthorised use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorised use. You will provide EXPD8 with such cooperation and assistance related to any such unauthorised use as EXPD8 may reasonably request.

You represent, warrant and undertake that it you shall not do anything or request or require EXPD8 to do anything which may result in a claim being made against EXPD8 under the Data Protection Acts and you agree to indemnify and keep EXPD8 indemnified against any liability, damages, costs (including legal costs) and/or expenses arising as a result of such claim.

#### 6. ACCEPTABLE USE

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the EXPD8 Acceptable Use Policy ([www.eXpd8.ie](http://www.eXpd8.ie)).

#### 7. UPDATES TO THE SERVICE

EXPD8 reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. EXPD8 may add or remove

functionalities or features, and EXPD8 may suspend or stop a Service altogether.

## 8. SOFTWARE

If you receive Software from EXPD8, its use is governed in one of two ways: If you're presented with license terms that you must accept in order to use the Software, those terms apply; if no license is presented to you, these Terms apply. EXPD8 reserves all other rights to the Software. Any Software is licensed, not sold. Unless EXPD8 notify you otherwise, the Software license ends when your Service ends. You must then promptly uninstall the Software. You must not work around any technical limitations in the Software.

## 9. PROPRIETARY RIGHTS

"EXPD8" and the EXPD8 logo are trademarks of EXPD8 Ltd, and are protected by law. All other names of companies and products mentioned may be trademarks of their respective owners. You may not copy, display or use any of these marks without prior written permission of the mark owner.

All intellectual property rights in the Software, Documentation and Services are owned by EXPD8 or its licensors and are protected by law, including applicable copyright, trade secret, patent, and trademark laws. You will not remove any product identification, copyright notice, or proprietary restriction from the Software, Documentation and Services.

As between EXPD8 and you, EXPD8 or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with this Terms. No title to or ownership of any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by EXPD8. In the event that you provide comments, suggestions and recommendations to EXPD8 with respect to the Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "Feedback"), You hereby grant to EXPD8 a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service.

## 10. PRIVACY

In order to operate and provide the Service, EXPD8 collects certain information about you. EXPD8 uses and protects that information as described in the privacy policy located at Privacy Policy ("Privacy Policy"). You further acknowledge and agree that EXPD8 may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of EXPD8 or our customers, including the enforcement of our agreements or policies governing your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of EXPD8 employees, customers, or the public. We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of our efforts to protect the Service, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Service.

The Service provided is located within the cloud services provided by Microsoft (Azure) and as such is subject to the Microsoft Privacy and Data Processing Agreements; current copies of which are available on <http://azure.microsoft.com/en-us/support/trust-center/privacy/> . These documents should be read in conjunction with this agreement.

In addition EXPD8 undertakes to

1. Upon expiration or termination of your use of the Services, you may extract your Data and EXPD8 will delete your Data, each in accordance with the use rights for the Services.
2. Ensure that your data is only used in conjunction with the requirements set out herein and as required by Microsoft to facilitate the delivery of the service;
3. Your data will be used only to provide the Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).
4. EXPD8 will not independently respond to requests from your End Users without your prior written consent, except where required by applicable law or from the authorised contact.
5. EXPD8 personnel will not process your Data without authorisation. EXPD8 personnel are

obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

#### 11. DISCLAIMER OF WARRANTY

EXPD8 provides the service “as is”, “with all faults” and “as available”. To The Maximum extent permitted by applicable law, EXPD8 makes no (and specifically disclaims all) representations or warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the service will be uninterrupted, error-free or free of harmful components, that the content will be secure or not otherwise lost or damaged, or any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty arising out of any course of performance, course of dealing or usage of trade. Some jurisdictions do not allow the foregoing exclusions. In such an event such exclusion will not apply solely to the extent prohibited by applicable law.

#### 12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will EXPD8, its affiliates, officers, employees, agents, suppliers or licensors be liable for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, goodwill, use or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, negligence or otherwise, even if EXPD8 has been advised as to the possibility of such damages. To the maximum extent permitted by applicable law, the aggregate liability of EXPD8 and its affiliates, officers, employees, agents, suppliers or licensors, relating to the services will be limited to the greater of an amount equal three months of your service fee for the service or five euros (€5.00). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

#### 13. INDEMNIFICATION

You agree to indemnify, defend and hold EXPD8 and its officers, directors, employees, agents, licensors, and suppliers harmless from and against all claims, liabilities, losses, expenses, damages, and costs, including but not limited to reasonable attorneys’ fees, resulting from (i) an violation or breach of these Terms by you, (ii) any activity related to access or use of your account (including but not limited to negligent or wrongful conduct) by you or any other person accessing or using your account and/or Content, or (iii) EXPD8’s authorized use of data, files or other Content provided by you or obtained by EXPD8 as authorized by you under these Terms.

#### 14. NOTICES

EXPD8 may send you, in electronic form, information about the Service, additional information, and information the law requires EXPD8 to provide. EXPD8 may provide required information to you by email at the address you specified when you signed up for the Service. Notices emailed to you will be deemed given and received when the email is sent. If you don’t consent to receive notices electronically, you must stop using the Service.

#### 15. PAYMENTS AND REFUNDS

The fees applicable for Service (“Fees”) are as per your sales agreement with EXPD8.

In addition to any Fees, you may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

EXPD8 reserves the right to change the price of the Service. If there’s a specific length and price for your Service offer, that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the new price. If you don’t agree to these changes, you must cancel and stop using the Service via written notification to EXPD8 no later than fourteen (14) days prior to the conclusion of your current payment term or contract anniversary date, whether monthly, yearly, or otherwise. If you cancel, your Service ends at the end of your current Service period or, if we bill your account on a period basis, at the end of the period in which you cancelled. If you fail to cancel as required, we will automatically renew the Service for the same term and will charge you payment information on file with us commencing on the first day of the renewal term.

If payment is not received by EXPD8 on the due date, user’s account will be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by EXPD8. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user’s account will be deactivated and all files will no longer be retrievable.



Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed.

#### 16 Intent of Parties

For the Services provided under this agreement, You are the data controller and EXPD8 is the data processor acting on your behalf. As data processor, Microsoft will only act upon your instructions. This agreement is your complete and final instructions to EXPD8 for the processing of your Data.

#### 17 Arbitration

Any controversy or claim arising out of or in connection with this Agreement shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the President for the time being of the Law Society of Ireland.

#### 18 Jurisdiction

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE LAWS OF IRELAND. These Terms constitute the entire and exclusive agreement between you and EXPD8 with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. EXPD8's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but EXPD8 may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. EXPD8 and you are not legal partners or agents; instead, our relationship is that of independent contractors.

#### 19 Confidentiality

This Agreement (including any negotiations relating thereto, the subject matter, terms or performance of this Agreement) and all information relating to the affairs or business of both Parties ("Confidential Information") shall be treated as proprietary and confidential. Both Parties undertake to treat as confidential, and to cause their employees, agents and sub-contractors to treat as confidential, any and all Confidential Information of the other Party which may come into its own possession or into the possession of any of their employees, agents or sub-contractors as a result of or in connection with the provision of the Services. The Parties shall use the Confidential Information solely for the purposes of fulfilling their obligations under this Agreement and shall not, subject to Clause 19.3, at any time during or after expiry or termination of this Agreement, disclose the said Confidential Information whether directly or indirectly to any third party without the prior written consent of the other Party nor copy the said Confidential Information unless specifically permitted to do so by the other Party. The Parties undertake to make all relevant employees agents and sub-contractors aware of this term and to take all steps necessary to ensure compliance with the obligations under this clause.

19.2 In protecting such Confidential Information, each Party shall employ the highest standard of care, which shall in no event be less than the standard of care it employs in protecting its own confidential information.

19.3 Except with the prior written consent of the party from which it is received (the "Disclosing Party"), no Party will disclose the other party's Confidential Information or any part thereof to any third party other than its own employees, agents or sub-contractors and then only to the extent that such disclosure is necessary for the performance of its obligations under this Agreement, in which case, the party that has received the Confidential Information (the "Receiving Party") will take all reasonable steps to ensure that such information is treated as confidential by the person to whom it is disclosed, including requiring such person to enter into an appropriate confidentiality agreement with the Receiving Party. This paragraph and sections herein will not

apply to:

1. Information required by the law of any jurisdiction to which the disclosure is subject, provided that the Receiving Party has taken all practicable legal steps to prevent such disclosure and has where practicable consulted with the other Party on the manner and timing of the disclosure;
2. Information disclosed to the professional advisers or auditors of the Party under obligations of confidence no less stringent than those assumed by the Receiving Party hereunder (which the Receiving Party undertakes to enforce);
3. Information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
4. Information that has come into the public domain through no fault of that Party or breach of confidentiality;
5. Information that the other Party has given prior written approval to such disclosure;
6. Information lawfully obtained from a third party who is free to disclose it; or
7. Information which is received or obtained by the Receiving Party without restriction on disclosure from a source free to disclose it other than the Disclosing Party or an agent of the Disclosing Party.