



## **MOTIA TELEMATICS T&CS (EIRE)**

LAST UPDATED:  
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# Motia Telematics – Republic of Ireland

## Terms & conditions

### 1 Interpretation

1.1 In these Conditions the following definitions apply:

<b>"Applicable Data Protection Laws"</b>	means the Irish Data Protection Acts 1988 to 2018 (as amended), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (as amended), together with any other relevant legislation or regulations and the GDPR and any other directly applicable EU regulation relating to data protection and privacy.
<b>"Applicable Laws"</b>	means the law of the Republic of Ireland.
<b>"Business Day"</b>	means a day other than Saturday, Sunday and public holidays when banks generally are open for non-automated business in London;
<b>"Client"</b>	means the person(s) or firm whose details are set out in the Contract Agreement;
<b>"Client Personal Data"</b>	any personal data which Motia processes in connection with the Contract, in the capacity of a processor on behalf of the Client.
<b>"Conditions"</b>	means the terms and conditions set out in this document;
<b>"Confidential Information"</b>	means any commercial, financial or technical information, information relating to products, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract Agreement;
<b>"Contract Agreement"</b>	means the agreement between Motia and the Client for: <ol style="list-style-type: none"><li>the sale and purchase of the Hardware;</li><li>the licence of the Motia Software and the SIM-cards; and</li><li>the supply and purchase of the Services,</li></ol> all incorporating these Conditions;

<b>"Motia Software"</b>	Web based vehicle monitoring platform;
<b>"Motia"</b>	means Cubo Telematics & Telecoms Limited trading as "Motia", Registration No: 557451 (Ireland) registered address DCC House, Leopardstown Road, Foxrock, Dublin, Dublin 18, D18 PK00;
<b>"Equipment"</b>	means the following equipment set out in the Contract Agreement and to be supplied by Motia to the Client, being:
	<ul style="list-style-type: none"> <li>a) the Hardware, and;</li> <li>b) the SIM-cards.</li> </ul>
<b>"GDPR"</b>	the General Data Protection Regulation ((EU) 2016/679).
<b>"Finance Lease"</b>	means, if applicable, the finance lease entered into by the Client with the Funder for the lease of the Contract Agreement;
<b>"Force Majeure"</b>	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required by for performance of the Contract, except any party's failure to pay shall not be an event of Force Majeure in any event;
<b>"Funder"</b>	means, where applicable, the third party funder who has provided finance for the purchase of the Contract Agreement;
<b>"Hardware"</b>	means all physical items required to ensure the minimum necessary requirement for the Contract Agreement to be fulfilled;
<b>"Intellectual Property Rights"</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:
	<ul style="list-style-type: none"> <li>(a) whether registered or not;</li> <li>(b) including any applications to protect or register such rights;</li> </ul>

- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which Motia is or may be entitled; and
- (f) in whichever part of the world existing.

**“Order”** means the Client's order for the Equipment and Services from Motia as set out in the Contract Agreement;

**“Purpose”** the purposes for which the Client Personal Data is processed, as set out in the Order;

**“Service Providers”** means any third party service providers associated with the fulfilment of the Contract Agreement;

**“Services”** means the services to be supplied by Motia or Service Providers to the Client, being:

- a) installation of the Hardware;
- b) support services;
- c) internet connectivity services;
- d) other services connected the fulfilment of the Contract Agreement.

**“SIM-cards”** means the SIM-cards provided by Motia to the Client pursuant to the Contract Agreement;

**“Solution Packages”** means the various Hardware and Motia Software bundles specified in the Contract Agreement;

**“Term”** as defined in clause 13.1;

**“Territory”** means the territory specified in the Contract Agreement;

**“VAT”** means value added tax;

**“Year”** means a consecutive period of 12 months commencing on the date of the Contract Agreement and each consecutive period of 12 months thereafter.

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to the Contract include these Conditions, the Contract Agreement and its schedule (if any);
- 1.2.4 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.5 clause headings do not affect their interpretation;
- 1.2.6 general words are not limited by example; and
- 1.2.7 references to any legislation will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

## **2 Application of these terms and conditions**

- 2.1 Each Order by the Client to MOTIA will be deemed to be an offer to purchase:
  - 2.1.1 The Hardware;
  - 2.1.2 A licence of the Motia Software and the SIM-cards;
  - 2.1.3 The benefit of the Services,each on the terms set out in these Conditions and the signed Contract Agreement.
- 2.2 Motia reserves the right at all times to reject any Order, in whole or in part, at its sole discretion. A Contract Agreement will be formed upon the receipt by Motia of a valid signed Contract Agreement by the Client.
- 2.3 No variation of these Conditions or to an Order will be binding unless expressly agreed in writing and signed by a listed director of Motia.

## **3 Price**

- 3.1 The price for the Equipment and Services will be as set out in the Contract Agreement or in default of such provision will be calculated in accordance with Motia's standard scale of charges in force on the date of formation of the Contract Agreement.
- 3.2 The price for the Equipment and Services does not include Value Added Tax which will be charged in addition at the then applicable rate.

## 4 Payment

- 4.1 Subject to Contract Agreement being signed by the Client, Motia shall issue its invoice for the Contract Agreement:
  - 4.1.1 Where the Client is purchasing the Hardware and Services (if applicable) outright, when the Contract Agreement is signed;
  - 4.1.2 Where the Client is renting the Hardware and Services (if applicable) from Motia, monthly in advance; and
  - 4.1.3 Where the Client is making an upfront payment for Hardware and Services (if applicable), when the Contract Agreement is signed;
- 4.2 Motia will invoice the Client for the Services monthly in advance.
- 4.3 Where the Client has received the benefit of third party funding from a Funder, clause 4.1 shall not apply and Motia shall issue the appropriate Hardware and Service invoice as per the schedule of the Contract Agreement to the Funder instead. The Client will ensure that all payments due from it to the are paid in accordance with any terms agreed between the Funder and the Client.
- 4.4 The Client will pay all invoices:
  - 4.4.1 in full, without deduction or set-off other than as required by law, in cleared funds within 30 days of date of each invoice, and
  - 4.4.2 to Motia's nominated bank account specified in the Contract Agreement.
- 4.5 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
  - 4.5.1 Motia may, without limiting its other rights, charge interest on such sums at 10% a year above the base rate of Bank of England from time to time in force, and
  - 4.5.2 interest will accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgement.
- 4.6 VAT will be charged by Motia and paid by the Client at the then applicable rate.
- 4.7 The Client hereby authorises Motia to collect the payments due from the Client's bank account by direct debit as specified in the Contract Agreement.

## 5 Delivery/Installation

- 5.1 The Equipment will be delivered, configured and installed by or for Motia at such times and locations as are agreed between Motia and the Client.
- 5.2 The Client warrants that it has the right to install the Hardware in the vehicles being used for that purpose and that such installation will not breach any law, regulation or third party right and accordingly the Client indemnifies Motia against any loss whatsoever and howsoever arising accordingly.
- 5.3 The Equipment will be deemed installed when the Client has signed Installation Satisfaction Document.
- 5.4 Delivery of the Equipment, or part thereof, will be accompanied by a delivery note stating:
  - 5.4.1 the date of the Order;
  - 5.4.2 the relevant Client and Motia details;
  - 5.4.3 the product numbers and type and quantity of Equipment in the consignment; and
  - 5.4.4 any special handling and other instructions.
- 5.5 Motia will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.
- 5.6 Motia will not be liable for any delay in or failure of delivery caused by:
  - 5.6.1 the Client's failure to:
    - i. make the agreed location available;
    - ii. prepare the agreed location in accordance with Motia's instructions; or
    - iii. provide Motia with adequate instructions, for delivery and installation of the Equipment
    - iv. third party delivery provider failure;
  - 5.6.2 an event of Force Majeure.
- 5.7 Motia reserves the right to charge the Client a cancellation fee of £25 for each Hardware unit agreed to be installed, in the event that the Client cancels or changes the agreed delivery date with less than 48 hours written notice having been given to Motia.

5.8 Motia will provide the Services to the Client in accordance with the Contract Agreement.

## 6 Title and risk

6.1 Risk in the Hardware will pass to the Client on completion of installation under clause 5.1.

6.2 Title to the Hardware will only pass to the Client where the Client has purchased the Hardware outright and Motia has received payment in full.

6.3 Clause 6.2 will not apply if the Client has received the benefit of third party funding from a Funder.

6.4 Title in the SIM-cards will remain with Motia.

## 7 Obligations of the Client

7.1 The Client will:

7.1.1 place all Orders on these Conditions and ensure that the contents of any Order are complete and accurate;

7.1.2 co-operate fully with Motia in relation to delivery, configuration or installation of the Equipment including but not limited to ensuring that it has properly functioning browser software and Internet access to the Motia Software of appropriate capacity and that the place of installation has mobile internet coverage of appropriate capacity;

7.1.3 where applicable, co-operate fully with Motia in relation to de-installation of the Equipment on termination;

7.1.4 only use the Equipment for the tracking of its vehicles and reporting thereof in the Territory;

7.1.5 comply with the terms of any Finance Lease in full and indemnify Motia for any loss or damage suffered as a result of any breach by the Client of the Finance Lease.

## 8 Liability

8.1 Motia excludes all liability whatsoever and howsoever occurring in respect of any loss or damage incurred by the Client as a result of:

8.1.1 Any delay in installation of the Equipment caused by the Client's failure to provide access to its vehicles or otherwise comply with Motia's reasonable instructions;

- 8.1.2 Any damage caused to the Client's vehicles during installation of the Equipment, provided that Motia has used reasonable endeavours to minimise such damage.
- 8.1.3 Any failure by the Client to comply with the terms of the Finance Lease;
- 8.1.4 Any Equipment which has been modified or used by the Client other than in accordance with these Conditions;
- 8.1.5 Any action or omission done by Motia in reliance of a warranty provided by the Client pursuant to these Conditions;
- 8.1.6 Damage to the Equipment caused by water ingress, fire or other than by the fault of Motia;
- 8.1.7 Any defect in the Equipment not notified to Motia within the earlier of 4 weeks of discovery of the defect, or within 4 weeks of the date upon which the Client ought to have been reasonably aware of the defect.
- 8.1.8 Failure of any Service Provider to fulfil the Contract Agreement;
- 8.2 Motia does not exclude its liability:
  - 8.2.1 for death or personal injury caused by its negligence;
  - 8.2.2 for fraud or fraudulent misrepresentation;
  - 8.2.3 breach of the terms implied by section 12 of the Sale of Goods and Supply of Services Act 1980 (as amended); or
  - 8.2.4 defective products under the Liability for Defective Products Act 1991 (as amended).
- 8.3 Neither party will be liable for:
  - 8.3.1 loss of data or use;
  - 8.3.2 any form of indirect, consequential or special loss; or
  - 8.3.3 any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect; and, in each case, however arising.
- 8.4 Other than as set out above, Motia limits its liability (however arising) in respect of or in connection with the Equipment or Services, and otherwise in connection with the Contract Agreement, to the net price paid or to be paid by the Client to Motia in the six months immediately prior to the date on which the loss or damage occurred.

- 8.5 The Client acknowledges that the Equipment's functions are dependent on factors outside of Motia's control, including but not limited to, internet and GPS availability via third party providers, cellular infrastructure, mapping software, the user's physical location and satellite geometry. Accordingly, Motia will not be liable for loss or damage incurred in relation to, and does not provide warranties in respect of, the accuracy of any data where it has been adversely affected by such factors.
- 8.6 Where title to Hardware remains with Motia, the Client shall be liable for up to a maximum amount of £500 in respect of each item of Hardware which has been damaged as a result of unauthorised de- installation by the Client or any person authorised by it or under its control, or any other damage attributable to the fault or omission of the Client or any person authorised by it or under its control.

## **9 Intellectual Property Rights**

- 9.1 Nothing in the Contract will affect the rights (including Intellectual Property Rights) in the Equipment and Services which are and shall remain vested in Motia.
- 9.2 To the extent that the Motia Software or SIM-cards are used or incorporated into Equipment or Services then the parties acknowledge and agree that the Client is licensed to use the same upon the terms set out in clause 9.3.
- 9.3 Motia hereby grants to the Client a non-exclusive and non-transferable licence, revocable only for breach by the Client of the terms of the Contract Agreement, to use the Motia Software and SIM-cards solely to the extent necessary to use the Hardware and receive the benefit of the Services. The Client:
  - 9.3.1 will not use the Motia Software or SIM-cards for any other purpose;
  - 9.3.2 will not modify or reverse engineer or take any similar action in relation to any propriety software of Motia;
  - 9.3.3 hereby assigns to Motia, on their creation, all Intellectual Property Rights which arise or are created by any use by it of, or work done by it on, the Motia Software.

## **10 Confidentiality**

- 10.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract Agreement. The provisions of this clause will not apply to:
  - 10.1.1 any information which was in the public domain at the date of the Contract Agreement;

- 10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract Agreement or any related agreement;
- 10.1.3 any information which is independently developed by the other party without using information supplied by the first party; or
- 10.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract Agreement.

10.2 This clause 9.1 will remain in force for a period of five years after termination of the Contract Agreement.

## 11 Force Majeure

- 11.1 A party will not be liable if delayed in or prevented from performing its obligations due to an event of Force Majeure, provided that it:
  - 11.1.1 promptly notifies the other of the event of Force Majeure and its expected duration; and
  - 11.1.2 uses reasonable endeavours to minimise the effects of that event.
- 11.2 If, due to an event of Force Majeure, a party:
  - 11.2.1 is or will be unable to perform a material obligation; or
  - 11.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days or total of more than 60 days in any Year then the other party may terminate the Contract on immediate written notice.

## 12 Data Protection

- 12.1 For the purposes of this clause 12, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the GDPR.
- 12.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 12.3 The parties have determined that, for the purposes of Applicable Data Protection Laws Motia shall process the Client Personal Data as a processor on behalf of the Client.
- 12.4 Without prejudice to the generality of clause 12.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Client

Personal Data to Motia and the lawful collection of the same by Motia for the duration and purposes of the Contract.

- 12.5 In relation to the Client Personal Data, the Order shall set out the scope, nature and purpose of processing by Motia, the duration of the processing and the types of personal data and categories of data subject.
- 12.6 Without prejudice to the generality of clause 12.2 Motia shall, in relation to Client Personal Data:
  - 12.6.1 process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in the Order, unless Motia is required by Applicable Laws to otherwise process that Client Personal Data. Where Motia is relying on Applicable Laws as the basis for processing Client Processor Data, Motia shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Motia from so notifying the Client on important grounds of public interest. Motia shall inform the Client if, in the opinion of Motia, the instructions of the Client infringe Applicable Data Protection Laws;
  - 12.6.2 implement the technical and organisational to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are 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;
  - 12.6.3 ensure that any personnel engaged and authorised by Motia to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
  - 12.6.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Motia), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 12.6.5 notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
  - 12.6.6 at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the agreement unless Motia is

required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 1.8.6 Client Personal Data shall be considered deleted where it is put beyond further use by Motia; and

12.6.7 maintain records to demonstrate its compliance with this clause 1.

12.7 The Client hereby provides its prior, general authorisation for Motia to:

12.7.1 appoint processors to process the Client Personal Data, provided that Motia:

- (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Motia in this clause 12;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Motia; and
- (c) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Motia's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Motia for any losses, damages, costs (including legal fees) and expenses suffered by Motia in accommodating the objection.

12.7.2 transfer Client Personal Data outside of the EEA as required for the Purpose, provided that Motia shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Motia, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time.

12.8 Either party may, at any time on not less than 30 days' notice, revise this clause 12 with any applicable standard clauses approved by the EU Commission or forming part of an applicable certification scheme or code of conduct (Amended Terms). Such Amended Terms shall apply signed by both parties, but only in respect of such matters which are within the scope of the Amended Terms.

## 13 Term and Termination

13.1 The Contract will continue for the initial term set out in the Contract Agreement and shall expire thereafter. Following the initial term, the Agreement shall automatically renew for consecutive periods of 1 (one) year each, unless either party gives written notice of its intention not to renew at least 3 (three) months prior to the date on which the Agreement would otherwise renew (the Term).

13.2 The Contract may be terminated forthwith at any time by Motia on written notice to the Client if:

- 13.2.1 the Client commits a material breach, or series of breaches resulting in a material breach, of the Contract Agreement and such breach is not remediable or if capable of remedy is not remedied within 15 days of written notice to do so;
- 13.2.2 the Client suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due;
- 13.2.3 the Client (a) negotiates with its creditors for rescheduling of its debts, (b) makes a proposal to or compounds with its creditors in respect of its debts other than solely by way of solvent amalgamation or reconstruction or (c) makes an application to court for protection from its creditors generally;
- 13.2.4 the Client passes a resolution for winding-up or for appointment of an administrator, or a liquidator or administrator is appointed in relation to the other, or a winding-up order is made in relation to the other, other than solely in relation to a solvent amalgamation or reconstruction;
- 13.2.5 a receiver or administrative receiver may be or is appointed in relation to the Client or any of its assets;
- 13.2.6 any creditor of the Client attaches, takes possession of, or any distress, execution or similar process is levied or enforced against, all or any part of the Client's assets, and such attachment or process is not discharged within 14 days;
- 13.2.7 the Client takes or suffers any action similar to any of the above in any jurisdiction;
- 13.2.8 the Client suspends trading, ceases to carry on business, or threatens to do either;
- 13.2.9 the Client, (being an individual) dies or ceases to be capable of managing his own affairs;
- 13.2.10 the Client is subject to an event of Force Majeure under clause 11; or
- 13.2.11 the Finance Lease is terminated.

13.3 In the event of termination under clause 13.2 the following charges shall apply:

- 13.3.1 An administration fee of £250 for each item of Hardware purchased or rented by the Client from Motia;

13.4 Upon the expiry of the Term for whatever reason:

13.4.1 Where the Hardware has been rented by the Client, the parties agree that de-installation shall be carried out by Motia. The Client will pay to Motia a de-installation fee of (£75 for each vehicle which has Hardware installed} multiplied by (the number of Solution Packages purchased by the Client); and

13.4.2 Where the Hardware has been purchased by the Client, de-installation by Motia is not mandatory. If the Client requests de-installation by Motia regardless, the de-installation fees set out at clause 13.4.1 shall apply.

13.5 The charges set out in clause 13.3 and clause 13.4 are independent of any charges that may be payable by the Client under the terms of any Finance Lease.

13.6 On termination of the Contract for any reason:

13.6.1 the Client will immediately pay all invoices of Motia then outstanding and not disputed in good faith;

13.6.2 Motia will, within 10 Business Days, invoice the Client for all Equipment delivered or provided but not yet invoiced and the Client will pay such invoice within a further 10 Business Days (unless the invoice is disputed in good faith};

13.6.3 Client will within 5 Business Days return any materials of Motia then in its possession or control at Client's cost (including but not limited to SIM-cards); if it fails to do so, Motia may enter onto any premises owned by or under the control of the and take possession of them;

13.6.4 all licences granted under these Conditions will terminate immediately, including but not limited to that of the Motia Software;

13.6.5 the accrued rights and liabilities of the parties will not be affected; and

13.6.6 any clause which expressly or by implication are to survive termination will do so.

## 14 General

### 14.1 Time

Unless stated otherwise, time is not of the essence of any date or period specified in these Conditions, the Order or otherwise in the Contract.

### 14.2 No set-off

All payments by the Client will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.

#### **14.3 Relationship**

The parties are independent businesses and not principal and agent, partners, or employer and employee.

#### **14.4 Severability**

If any part of the Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid, for any reason that provision is to be severed from the Contract and the remaining provisions of the Contract will otherwise remain in full force.

#### **14.5 Notices**

Notices under the Contract will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:

- 14.5.1 by first-class post: two Business Days after posting;
- 14.5.2 by airmail: seven Business Day after posting;
- 14.5.3 by hand: on delivery;
- 14.5.4 by facsimile: on receipt of a successful transmission report from the correct number; and
- 14.5.5 by e-mail: on receipt of a delivery or read receipt mail from the correct address.

#### **14.6 Waiver**

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

#### **14.7 Rights of Third Parties**

The Contract is not enforceable by any third party.

#### **14.8 Priority**

In the event of conflict, the terms of these Conditions prevail over those of the Order, including its schedule (if any).

#### **14.9 Entire Agreement**

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

#### **14.10 Succession**

The Contract will bind and benefit each party's successors and personal representatives.

#### **14.11 Governing Law & Jurisdiction**

14.11.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.

14.11.2 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).