Asora Customer Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract that governs our customers' use of the Asora services. It consists of the following documents:

- **Master Terms**: These contain the core legal and commercial terms that apply to your use of the Asora services.
- **Product Specific Terms**: These include any additional terms that apply to your use of each of our product offerings, our consulting and other services and third-party services.
- **Data Processing Agreement (DPA)**: This explains how we process personal data on your behalf.
- **Your Order Form** is the Asora-approved form created following your order for one or more of our services. It contains all of the details about your order, including term, services purchased and your fees.
- Our **Terms of Use**, which govern your access and use of our Website.

Master Terms

Last modified 4 October 2022

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YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE LIABILITY PROVISIONS AND DISCLAIMERS AT CLAUSES 12 AND 13.

1. DEFINITIONS

“Add-Ons” means additional product enhancements (including private cloud, onboarding, and other add-ons) that are made available for purchase.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Affiliate’s Users” means an employee, contractor, agent, adviser, or associate of an Affiliate who has been provided access to the Subscription Service.

"Agreement" or “Customer Terms of Service” means these Master Terms together with the Product Specific Terms, Data Processing Agreement, Order Form and Terms of Use.

"Asora", "we", "us" or “our” means Asora Technologies Ltd, a company resident in Ireland with the registered address of 20 Hatch Street Lower, Dublin 2,D02 XH02, Ireland. Our registered VAT number is IE3845828BH.

"Asora Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data (as defined in the Product Specific Terms).

"Billing Period" means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Subscription Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be

twelve (12) months.

“Client” means an individual or entity, or an Affiliate of an entity, who is not an employee, representative, or agent of the Customer that the Customer provides services to whether contractually or as part of its day to day operations.

“Client User” means a Client or an employee, contractor, agent, adviser, or associate of a Client who has been provided access to the Subscription Service.

“Confidential Information” means all confidential information disclosed directly or indirectly by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or which ought reasonably be treated as confidential. Confidential Information includes all information concerning: the Disclosing Party's or the Disclosing Party’s Clients’ investments and financial assets and related economic activity, currently held or held in the past, present or proposed future, advisor communications, investment opportunities, associated documentation, and the terms and conditions of this Agreement. Confidential Information does not include any information which we can establish by appropriate written record(s): (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Contact" means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information uploaded by you to the Subscription Service.

"Consulting Services" means the professional services provided to you by us, which may include onboarding, training services, installation, integration or other consulting services.

“Consulting Services Fee” means the amount you pay for the Consulting Services.

“Customer Data" means all information that you submit or collect via the Subscription Service. Customer Data does not include Asora Content.

"Customer Materials" means all materials that you provide, upload, input or submit for storage through the Subscription Service.

“DPA” means the Asora Data Processing Agreement at https://asora.com/legal/dpa

"Order" or "Order Form" means the Asora-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services.

“Personal Data” means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

“Product Specific Terms” means the additional product-related terms that apply to your use of Asora products, our Consulting Services and Third-Party Products. These terms form part of the Agreement and can be found at https://asora.com/legal/product-specific-terms/

"Sensitive Information" means biometric information, personal health information (or other information protected under any applicable health data protection laws) and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via https://app.asora.com/ or another designated URL, and any ancillary products and services that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

"Third-Party Products" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-Asora apps available from, for example, our marketplaces, directories, and links made available through the Subscription Service.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service.

“User Account” shall have the meaning set out at section 3.1.1 below.

"Users" means your employees, representatives, consultants, contractors, agents or Client Users who are authorised by you to use the Subscription Service and have unique user identifications and passwords for the Subscription Service.

“Website” means www.asora.com.

"You", "your" or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

2. OUR CONTRACT WITH YOU

2.1 The Agreement governs your access to and use of the Subscription Service and receipt of the Consulting Services . By placing an Order you will be entering into a contract with us for the supply of the Subscription Service and Consulting Services. You will be legally bound by:

2.1.1 these Master Terms;

2.1.2 the Product Specific Terms;

2.1.3 our Data Processing Agreement;

2.1.4 the Order Form(s) you enter into with us; and

2.1.5 our Terms of Use.

2.2 The Agreement is only available in English. No other languages will apply to your contract with us. The details of this contract will not be filed with any relevant authority by us. Archived versions of the Agreement, indicating the dates they were effective, are available on our Website.

3. PLACING AN ORDER

3.1 You can place an order for Subscription Services and/or Consulting Services online via our Website or by contacting us directly by email, telephone or in person.

3.2 You can place an order online via our Website by:

3.2.1 entering your details via our Sign Up webform;

3.2.2 selecting your chosen products and services and completing and signing an Order Form;

3.2.3 choosing your payment method;

3.2.4 confirming that you have read and accept the Agreement; and

3.2.5 clicking the 'Place Order' button.

3.3 You can also place an order with us by:

3.3.1 contacting us directly by email, telephone, in person or otherwise to discuss your chosen products and services; and

3.3.2 completing and signing the Order Form that we provide to you by email or in person in the manner agreed with us. For example, we may require a wet-ink signature that you can then scan and send to us as a pdf document or we may allow you to sign using an electronic signature service such as DocuSign.

3.4 Checking your Order Form. Please read and check your Order Form carefully before submitting it. If you need to correct any errors you can do so before submitting your signed Order Form to us.

3.5 Acknowledging your Order. When you place your Order at the end of the online purchase process (e.g. when you click on the 'Place Order' button), we will acknowledge it by email and provide you with an order number. This acknowledgement does not, however, mean that your Order has been accepted.

3.6 Accepting your Order. When you place your Order at the end of the order process, and when you place your Order via the Website only when your payment has been accepted and cleared, we will confirm our acceptance of your Order by sending you an email to the email address you provided to us during the order process. Please note that when placing an Order through the Website or otherwise you will not be deemed to have purchased the Subscription Services and/or Consulting Services until we confirm by email our acceptance of your Order in this manner. At this point, a legally binding contract will be in place between you and us.

3.7 If we cannot accept your Order. We may contact you to let you know that we cannot accept your Order. This might be because we cannot authorise your payment or there has been a mistake in relation to the pricing or description of the Subscription Services and/or, if

applicable, the Consulting Services.

4. USE OF SERVICES

4.1 Access. During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. We might provide some or all elements of the Subscription Service through third party service providers. You may provide access and use of the Subscription Service to your Affiliate's Users or to Client Users to allow them to receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliate's Users or Client Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' and Users' access and use of the Subscription Service and receipt of the Consulting Services which must at all times be in compliance with the Agreement.

4.2 Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Asora account (if this option is made available by us). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Asora account.

4.3 Service Uptime Commitment. For details of Asora's Service Uptime Commitment, please see the Product Specific Terms.

4.4 Limits. The limits that apply to you will be specified in your Order Form or this Agreement. For further information on the limits that apply to your subscription, please refer to the Product Specific Terms.

You must be 18 years of age or older to use the Subscription Service and Consulting Services.

4.5 Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription, please refer to the Product Specific Terms.

4.6 Customer Support. For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

4.7 Prohibited and Unauthorised Use. You will not use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You will notify us promptly of any unauthorised use of your Users' identifications and passwords or your account.

4.8 Customer Responsibilities. To realise the full value of the Subscription Service and

Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more financial professionals, a data operative, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include managing and updating of Customer Data; acting as liaison between Client Users and the system; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other systems and work processes.

4.9 Legacy Products. If you have a legacy Asora product, some of the features and limits that apply to that product may be different than those that appear in these Master Terms and Product Specific Terms. If you have legacy Asora products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

5. FEES

5.1 Subscription Fees and Consulting Services Fees. The Subscription Fee will vary in line with your usage of the Subscription Service and the products chosen unless you otherwise agree a fixed fee for the service as outlined in your Order. Consulting Services Fees will vary in line with the scope of work agreed. We may also choose to decrease your fees upon written notice to you. You can find all the information about your fees in your Order and your Product Specific Terms.

5.2 Fee Adjustments at Renewal. Upon renewal, we may increase your fees up to our then current list price. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section below.

5.3 Payment by credit card. If you are paying by credit card, you authorise us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorise us to use a third party to process payments.

5.4 Payment against invoice. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

5.5 Late Payment. If you fail to make any payment due to Asora under the Agreement by

the due date for payment then, without limiting or affecting any other right or remedy provided under the Agreement or under applicable law, Asora may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) whether before or after judgment at the rate provided from time to tme under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012). You shall pay the interest together with the overdue amount.

5.6 Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your Asora account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

5.7 Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union and provide us with a VAT registration number, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are located in Canada, all fees are exclusive of GST, PST and HST.

5.8 Withholding Tax. If you are required to deduct or withhold tax from payment of your Asora invoice, you may deduct this amount from the applicable Subscription Fee due to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the "**Deduction Amount**").

You will not be required to repay the Deduction Amount to us, provided that you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

6. TERM AND TERMINATION

6.1 Term and Renewal. Your initial Subscription Term will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the Subscription Term, or one year.

6.2 Notice of Non-Renewal. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. This written notice must be received before the next renewal period begins and will take effect at the end of the Subscription Term.

6.3 Early Cancellation. If you are not satisfied with the Subscription Service you may choose to cancel your subscription early upon thirty (30) days' notice in writing subject to payment in full of all fees payable by you for the remainder of the Subscription Term. Asora

may cancel your subscription at any time by giving you thirty (30) days' notice in writing.

6.4 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors, and/or in respect of any of the foregoing, the other party suffers any step or action in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

6.5 Suspension

6.5.1 Suspension for Prohibited Acts.

We may suspend any User's access to any or all Subscription Services without notice for use of the Subscription Service in a way that violates applicable laws or regulations or the terms of this Agreement.

6.5.2 Suspension for Non-Payment.

We may suspend your access to any or all of the Subscription Service and/or the provision of any Consulting Services ten (10) days after issuing you with a notice of non-payment of any amount due to us. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

6.5.3 Suspension for Present Harm.

If your use of the Subscription Service:
(i) is being subjected to denial of service attacks or other disruptive activity,
(ii) is creating a security vulnerability for the Subscription Service or others,
(iii) is consuming excessive bandwidth, or
(iv) is causing harm to us or others,

then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

6.6 Effect of Termination or Expiration. If your paid subscription is terminated or expires, you will continue to be subject to this Agreement for as long as you have access to an Asora account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Asora Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable, unless otherwise expressly permitted in this Agreement.

7. CUSTOMER DATA AND CUSTOMER MATERIALS

7.1 Customer's Proprietary Rights. You own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You hereby grant us a non-exclusive, royalty-free, fully paid-up, worldwide, irrevocable, transferable and sub-licensable license to use the Customer Materials and Customer Data as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent, warrant and undertake that you have all sufficient and necessary rights and permissions to do so.

7.2 Limits on Asora. We will not use Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law and this Agreement.

7.3 Data Practices and Machine Learning.

7.3.1 Usage Data. We may collect information about you and your Users when you interact with the Subscription Service as permitted by the Agreement. We may aggregate and anonymise this information and share it with third parties provided that we do not include any Customer Data or identify Users.

7.3.2 Machine Learning. We may, as permitted by the Agreement, use Customer Data in an anonymised manner for machine learning to support certain product features and functionality within the Subscription Service.

For more information on these practices please see the 'Usage Data' section of our Privacy Policy.

7.4 Protection of Customer Data. The terms of the DPA are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Service and (if applicable) Consulting Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA, including our security measures in Annex 2 of our DPA.

7.5 Regional Data Hosting. We will store your Customer Data in a specific location or geographical region (e.g. North America or Europe) as part of your subscription subject to the terms of this Agreement.

7.6 Retention, Deletion and Retrieval of Customer Data. For information regarding the retention and deletion of Customer Data, please see the 'Processor Obligations' section of our DPA. You can learn more about your right to retrieve Customer Data from your Asora account in the 'Retrieval of Customer Data' sections as specified in our Product Specific Terms.

8. THIRD-PARTY INTEGRATIONS

8.1 We may allow you to access or use third-party products or services in connection with the Subscription Service ("**Third-Party Integrations**"). In order to use Third-Party Integrations you may be required to create and/or log into user accounts with providers of Third-Party Integrations or otherwise authorise them to access Customer Data or send information to your Asora User Account. Providers of Third-Party Integrations are set out on the Third-Party Integrations section of our Website.

8.2 You accept and acknowledge that your use of any Third-Party Integration is subject to the terms and conditions of use and other policies contained within the applicable third-party websites or applications. Asora does not endorse and we are not responsible in any way for any Third-Party Integrations.

8.3 Certain features of our Subscription Service may depend on the availability of Third-Party Integrations. These features may be impacted if the Third-Party Integrations are modified or discontinued temporarily or permanently. We are not liable to you for any loss arising from or in connection with any modification or discontinuance of Third-Party Services. You are not entitled to any refund where features of the Subscription Service are interrupted, modified or no longer available to you as a result of changes to Third-Party Integrations.

9. INTELLECTUAL PROPERTY

9.1 Asora and our licensors retain all right, title and interest in and to the Asora Content. You should note that Asora Content is protected by copyright, trade mark, database rights, sui generis rights and other intellectual and industrial property laws (as the case may be), under national laws and international treaties. Your access and/or use of any of the Subscription Service or Consulting Services does not transfer to you or any other person any ownership or other rights in or to the Asora Content unless specified otherwise in this Agreement.

9.2 You may not make alterations, copies, extractions, modifications or additions to the Asora Content, or sell, copy, disseminate or licence it, or misuse the Asora Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Asora Content, you must contact us in advance and obtain our prior written permission except if otherwise expressly provided in this Agreement. This is without prejudice to any rights you may have under applicable mandatory laws.

9.3 Except for the Customer Materials and Customer Data, you acknowledge and agree that Asora and our licensors, retain all right, title and interest in and to any and all deliverables and any other materials provided to you by or on behalf of Asora in connection with or in relation to the Subscription Service and/or Consulting Services. Asora grants you

a limited, non-exclusive, non-transferable, non-sublicensable licence to use such materials for your internal business purposes only.

9.4 We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

10. CONFIDENTIALITY

10.1 The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

10.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

11. PUBLICITY

You hereby grant us a non-exclusive, royalty-free, fully paid-up, worldwide, irrevocable, transferable and sub-licensable license to use your company name and logo in our customer list and website. You can opt-out of this use by filling out the form on https://asora.com/legal/publicity-opt-out/

12. INDEMNIFICATION[1]

You shall indemnify, defend and hold us and our Affiliates harmless, at your expense, from and against all and any losses, claims, expenses, liabilities, fines, penalties and costs suffered or incurred by us arising out of or in connection with any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors,

employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of
(a) unauthorised or illegal use of the Subscription Service by you or your Affiliates,
(b) your or your Affiliates' non-compliance with or breach of this Agreement,
(c) your or your Affiliates' use of Third-Party Products and/or Third Party Integrations, or
(d) the unauthorised use of the Subscription Service by any other person using your User information.

13. DISCLAIMERS; LIMITATION OF LIABILITY

13.1 We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, or (iii) use of the Subscription Service in violation of or outside the scope of this Agreement.

THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

13.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE 'PROTECTION OF CUSTOMER DATA' SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, ASORA CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, ASORA CONTENT AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

13.3 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

13.4 Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS

AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE AND (IF APPLICABLE) CONSULTING SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

13.5 Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

13.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

14 MISCELLANEOUS

14.2 Amendment; No Waiver. We may modify any part or all of the Agreement by posting a revised version at https://asora.com/legal/. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email or in-app notification.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the current terms posted at https://asora.com/legal/ will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

14.3 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

14.4 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by you more than one (1) year after the cause of action has accrued.

14.5 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

14.6 Compliance with Laws. We will comply with all relevant laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as

necessary to satisfy any law, regulation, legal process or governmental request.

You will comply with all applicable laws in your use of the Subscription Service and Consulting Services, including any applicable export laws.

14.7 Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

14.8 Notices.

To Asora: Notice will be sent to the contact address set forth in the Order Form.

To you: your address as provided in our Asora Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications centre of the Subscription Service. You must keep all of your account information current.

14.9 Entire Agreement. This Agreement (including each Order), along with our Privacy Policy at https://asora.com/legal/privacy-policy, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

14.10 Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganisation, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any Asora Affiliate or in the event of merger, reorganisation, sale of all or substantially all of our assets, change of control or operation of law.

14.11 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates' compliance with the terms of this Agreement.

14.12 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorised Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Retrieval of Customer Data' sections and the 'Alpha/Beta Services' section of the Product Specific Terms page will survive expiration or termination of this Agreement.

14.13 Precedence. In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order will control, but only as to that Order.

14.14 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereby agree that the Courts of Ireland are to have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.