Subscription Agreement

Contents

Intact Software Subscription Agreement

Before you select and click on the "accept" button at the end of this document, the proposal document, quotation or other document of which this subscription agreement forms part, which will enable you to access the software, carefully read the full terms and conditions of this subscription agreement.

By clicking on the "accept" button **(whether as a trial, pre-'go live' or full version), you are consenting to be bound as the subscriber or bind your employer/ organisation as the subscriber that you warrant to be authorised to represent.**

If you do not agree to all of the terms of this licence or **do not have the authority to bind your employer or organisation** or are otherwise barred from entering into a binding agreement[1], do not click the "accept" button but instead click the "do not accept" button and do not attempt to access or use the software.

If you click "accept" or use the software please save a copy of this subscription agreement for future reference.

You can also view these terms and conditions again in full on our website

www.intactsoftware.com /subscriptionagreement

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1. For example, in many jurisdictions, the legal age to enter a binding contract is at least 18 years old.

1. Parties and Acceptance of this Subscription Agreement

(a) Acceptance of this Subscription Agreement will occur when (i) you "click" the "Accept" button consenting to become the Subscriber or otherwise use the Software and (ii) Intact has provided confirmation of your subscription ("Acceptance").

(b) Upon Acceptance, we, Intact Software, a trading division of Aptech Business Systems Ltd whose registered office is at Units 12-15, Blackthorn Business Park, Coes Road, Dundalk, Co. Louth, Republic of Ireland ("Intact" which shall include all or any of our subsidiaries, successors or assigns) (hereinafter referred to as "we", "Intact" or "us") grant "you", the "Subscriber" a non-exclusive, non-transferable right to use the software product(s) listed in the Subscription Certificate issued to you by Intact (the "Software") which you will be able to access and use solely for your internal business purposes and strictly in accordance with the terms of this Subscription Agreement.

2. Definitions

In this Agreement the following expressions will have the following meanings –

(a) 'Acceptance'/'Accepted' shall have the meaning specified in clause 1(a) above.

(b) 'Agreement' and/or 'Subscription Agreement' means these terms and conditions together with any additional or amended agreements, terms, conditions or licenses later added or adopted via browse-wrap, click-wrap, click-through (which will be amended on your Subscription Certificate or be a replacement of this Agreement) and which are Accepted by the parties.

(c) 'Authorised Users' means the Subscriber and its employees, agents, contractors or advisers who are authorised by the Subscriber to use the Services for the purposes only of providing such services to or for the Subscriber. The Subscriber is solely responsible for all Authorised Users.

(d) "Commencement Date" means the date of Acceptance.

(e) 'Services' means the subscription services including the Software selected by the Subscriber made available to the Subscriber and its Authorised Users by Intact as specified herein.

(f) 'Software' means the software selected by the Subscriber to be made available by Intact (including third party software) as part of the Services and which is required by the Subscriber to access, use and/or receive support of the Services. Intact Software

will be subject to this Agreement.

 (g) **'Subscription Certificate**' means the document(s) issued by Intact to the Subscriber which contains details of the Software and Services selected for use by the Subscriber, Subscriber contact details, the maximum number of Authorised Users that may access and use the Services, frequency of renewal and (if applicable) server storage space which the Subscriber estimates that it will need for its use and/or such other software, services or details as the parties agree.

(h) **'Subscription Charges'** means those fees and charges which are payable by the Subscriber to Intact for the Services (including but not limited to any license fee to use Intact's Software and (where applicable) other products and/or services as set out in the Subscription Certificate, and agreed between the parties to form part of this Agreement.

(i) **'Subscriber Data'** means all information, data and material including but not limited to the Subscriber's and its Authorised Users' information (but not Intact's templates, designs and formats) created by the Subscriber or its Authorised Users in whatever form through using the Services in accordance with this Agreement and which is owned by the Subscriber or Authorised User.

(j) **'Term'** has the meaning set out in Clause 17 below.

(k) **'Third Party Provider'** means such third party proprietor who has authorised either party to use and/or incorporate its own systems, software, material, products and/or other information in or for provision of the Services as such party may or may not be separately identified in/on any part of the Services.

3. Subscription to Intact Subscription Services

(a) Upon Acceptance of the terms and conditions of this Agreement Intact hereby grants to the Subscriber a non-exclusive, non-transferrable subscription right to access and use the Services and Software for itself and by each of its Authorised Users solely for the Subscriber's own internal business during the Term of this Agreement.

(b) In order to access and use the Services, Intact will provide the Subscriber with user names and/or passwords. The Subscriber is solely responsible for safeguarding the same, is responsible for all access and use of the Subscription Services via such user names and/or passwords and undertakes to indemnify Intact in the event Intact suffers any loss or damage whatsoever as a result of the Subscriber's or its Authorised Users' use, misuse or negligent use of the same and the Services.

(c) Intact may provide the Subscriber with other materials from time to time necessary for use and/or support of the Services including Software, training, support procedures, documentation, information sheets and other material. The Subscriber will implement/comply with Intact's directions for use/implementation of the same.

(d) Where Software is required by the Subscriber to access and use the Services, Intact hereby grants and the Subscriber hereby accepts a non-exclusive, non-transferable, revocable license to use the Software solely for the purposes of accessing and using the Services subscribed for by the Subscriber and covered by and during the Term of this Agreement. Until full payment is received by Intact, this licence will be a Trial Licence. The activation code for the Trial Licence to convert it to a fully paid licence will be released on full payment being received by Intact for the software module and (if applicable) any additional work to be carried out by Intact to implement the Software or additional module. If payment is not made or ceases for any reason, then Intact reserves the right to deactivate the Software.

(e) Intact may update the Software from time to time with or without notice to the Subscriber. This license and access to the Service and Subscriber Data is automatically revoked and access denied if the Subscriber is in breach of this Agreement.

(f) To the extent necessary to provide the Software and Services to the Subscriber, the Subscriber hereby grants to Intact a worldwide, royalty free intellectual property licence to access the Subscriber's computer systems and software connected to the Service and/or use the Subscriber Data, together with all necessary rights including but not limited to changing the size, shape or format of Subscriber Data to better store, host or display it to the Subscriber and Authorised Users, and to protect the Subscriber, Authorised Users and the Services from abuse, misuse, hacking, interception and improve the Services and products.

4. Subscriber and Authorised Users Acceptable Use of the Services

(a) The Subscriber has set out in a Subscription Certificate agreed by the parties prior to or contemporaneously with this Agreement the maximum number of Authorised Users that may access and use the Services and has paid Subscription Charges based on that number. If this is exceeded or is required by the Subscriber to be increased at any time then it must notify Intact and pay the additional charges relating to the same from the date of first exceeded use. Intact may deny the Subscriber access to the Services in accordance with clauses 7(c) and 9(e) as well as other provisions of this Agreement, until such time as these defaults are rectified.

(b) The Subscriber will be solely responsible and liable for its own use and for each

Authorised User's use of the Services and will keep an up-to-date record of all such users and ensure that they are trained in use of the Services including but not limited to the Acceptable Use conditions, password confidentiality, change frequency and site security.

(c) The Subscriber will not itself and will ensure that no Authorised User will:

(i) input, access, store, transmit or distribute any viruses, malware, spyware or any other malicious, disruptive, illegal or harmful content or content that may cause distress, injury or damage to any person or property;

(ii) attempt to disable, copy, duplicate, reverse engineer, extract, download, distribute, frame or re-publish any part or whole of the Services, Software, documentation, guides or other proprietary information or any database of information which may be available by access to/extraction through use of the Services.

(iii) attempt to translate , adapt, vary, modify or work around any technical limitations or monitoring in the Services and/or Software.

5. Subscriber Data

(a) The Subscriber retains all ownership of and intellectual property rights in its Subscriber Data to the extent that it owns the same.

(b) The Subscriber is solely responsible for the legality, accuracy, completeness and use of Subscriber Data and the Subscriber undertakes to indemnify Intact in the event that Intact suffers any loss or damage whatsoever as a result of the Subscriber's use of the Services and its Subscriber Data in accordance with clause 16 below.

(c) The Subscriber shall be solely responsible for making regular back-ups of its Subscriber Data.

6. Hosting of Subscriber Data

(a) Where the Subscriber is hosting its own Data, the Subscriber is solely responsible for all of its own security, data protection, Subscriber and Authorised User Data, storage, back-up and availability of/connectivity to the Services and support.

(b) Where the Subscriber is hosting its Data with a 3rd party service provider,

the Subscriber's **3rd party service provider** is solely responsible for all security, data protection, Subscriber Data, Authorised User and clients' Data, storage, back-up and availability of/connectivity to the Services for itself and Authorised Users, clients and support.

(c) Where Intact is hosting Subscriber Data it will do so with a secure Third Party Provider who will be solely responsible for all security, data protection, Subscriber Data, Authorised User and clients' Data, storage, back-up and availability of/connectivity to the Services for itself and Authorised Users, clients and support.

(d) The Subscriber undertakes for itself and for each of its Authorised Users not to perform or allow any of the acts referred to in clause 4(c) above into the Services or Intact's system and will be solely liable for all loss or damage caused to Intact or to its other subscribers, clients, Third Party Providers and other providers to the Services or system which are affected by the Subscriber's contravention of this provision.

7. Account and Access Data

(a) The Subscriber is solely responsible for ensuring that all registration and contact details   supplied to Intact are true and accurate at all times and are kept updated by the Subscriber. By so doing, the Subscriber consents to receive and transact with Intact by electronic communications. The Subscriber agrees that Intact may send electronic communications relating to the Services, Software other products and services, upgrades or support relating to its own and those of associated third parties.

(b) The Subscriber is also solely responsible for ensuring the security and confidentiality of all passwords and login information used by it in any way in relation to the Services, Software, support and/or upgrades ("AA Data") and undertakes to prevent unauthorised access or use of the same. The Subscriber will be solely liable to Intact for any breach of this provision and for all and any loss which Intact may suffer as a result of such breach.

(c) The Subscriber agrees that Intact will have the right to deny the Subscriber or any Authorised User or other party using the AA Data, access to the Services, the Software, or other services which it has reason to believe is unauthorised or non-compliant or if the Subscriber exceeds the limits on storage or file size allowed by the Services or has failed to pay for the same.

(d) Notwithstanding the Subscriber's obligation to keep the information updated and to protect the security and confidentiality of the same, the Subscriber hereby grants Intact permission to obtain and use Subscriber information which it deems necessary for the proper performance of its Services including but not limited to

Subscriber IP address(es), company name, licence number/s etc., to enable it to provide the Software and Services efficiently and to monitor use of the same for security and compliance with this Agreement.

8. Agreement Change Requests

(a) The Subscriber may change hosting arrangements, the number of Authorised Users, engines or other details in the Subscription Certificate by notifying Intact and payment of the appropriate additional fees as advised by Intact.

(b) The parties agree that any other changes to this Agreement including without limitation: changing/adding Services and /or Software, enhancements/upgraded versions of the Services, the Software, additional or changed Subscribers, variation to fees or charges, Term or any other variations hereto may be subject to additional payment and implemented by a **Subscription Certificate** or, in the case of Software, by browse-wrap, click-wrap or click-through license (as appropriate).

9. Subscription Fees and Charges

(a) The Subscription Charges and any other fees and charges specified in the **Subscription Certificate** are payable in advance (unless otherwise specified) at the frequency specified in the **Subscription Certificate** and are based on the Services, Software, the number of Authorised Users, engines, hosting, storage and Agreement Term all as specified in the **Subscription Certificate** and upon the terms and conditions of this Agreement.

(b) The Subscriber agrees to pay Intact the applicable Subscription Charges as specified by Intact from time to time for access to and use of the Services. The Subscription Charge (if not already paid) are due for payment fourteen (14) days after Acceptance of this Agreement or (if earlier) first access to the Services by the Subscriber.

(c) The Subscription Charges incorporate standard (Silver) support. The Subscriber may opt for other support levels which are available under a separate Support agreement. The support services will also vary where provided by any of the parties referred to in Clause 10(b) below.

(d) Intact will have the right to vary the Subscription Charges after the initial Subscription period of 36 months from Acceptance by advising the Subscriber of the annual Subscription Charges for each coming year thereafter and issuing an invoice for payment one month prior to the date for payment. Intact will endeavour to keep

any such increase to no more than 5% of the previous year's charges unless there has been any exceptional or unexpected increase in hosting or other third party services. The Subscriber agrees to pay Intact for any additional services or training provided based upon standard Intact charges and to reimburse Intact for all reasonable and actual expenses incurred by Intact in providing the Services under this Agreement.

(e) In the event that the Subscriber fails to make payment of the Subscription Charges when due, the Subscriber will immediately cease using the Services and Intact may deny the Subscriber and its Authorised Users access to the Services. This Agreement to use the Services will automatically cease other than for the terms which survive termination as specified in clause 17(g).

(f) All charges payable under this Agreement are exclusive of and net of any taxes or duties including (but without prejudice to the foregoing generality) VAT levied on Intact or the Subscriber by reference to the Services, Software or anything else supplied, divulged or made available to the Subscriber under this Agreement. Such taxes or duties will be paid by the Subscriber at the rate and in the manner for the time being prescribed by law.

(g) If any sum payable under this Agreement is not paid within 28 days after the due date then (without prejudice to Intact's other rights and remedies including suspension of Service) Intact reserves the right to charge interest on such sum on a day to day basis (before as well as after any judgement) from the due date to the date of payment (both dates inclusive) at the rate of 4 per cent above the base rate of the Allied Irish Banks plc for the time being in force.

(h) Additional/varied Fees may be payable in respect of any changes to the Services and the Software. The Subscriber undertakes to notify Intact of any such variation forthwith and Intact will invoice the Subscriber in respect of such variation, if a varied fee is applicable, which the Subscriber undertakes to pay in the manner specified therein or herein (as appropriate). The Subscriber may also be subject to an additional charge upon issue to the Subscriber of enhanced or new versions of the Services or Software.

Any additional Software will result in a Trial Licence being issued. The activation code for the Trial Licence to convert it to a fully paid licence will be released on full payment being received by Intact for the Software module and (if applicable) any additional work to be carried out by Intact to implement the additional module.

If not already paid by direct debit, such additional charge will become payable within fourteen (14) days of permission to access the relevant enhancement or upgraded.

10. Support and Other Services

(a) During the continuance of this Agreement and subject to the payment by the Subscriber of the Subscription Charges and the Subscriber using only trained and competent staff to operate the Services, Intact will provide the Subscriber with standard support services or such other level of support which the Subscriber has paid for.

(b) Intact may authorise a third party local representative' which may be a distributor, dealer, VAR, service centre or other third party support organisation to provide the Support services and/or to invoice the Subscriber for and collect the charges specified herein. Such authorisation may be in the form of a sub-contract or other arrangement deemed appropriate by Intact. The support provided by any such party other than Intact may vary from that provided by Intact as referred to in clause 9(c) above.

11. Subscriber's Undertakings

(a) The Subscriber undertakes for itself and for each of its Authorised Users to comply with all terms and conditions of this Agreement.

(b) The Subscriber undertakes whenever Intact may reasonably so require, to obtain from all Authorised Users or other persons within the Subscriber's control, enforceable undertakings in such terms as Intact will reasonably approve to prevent unauthorised access, use, copying of Services and /or Software.

12. Copyright, Patents, Trade Marks and Other Intellectual Property Rights

(a) The Subscriber acknowledges that (other than Subscriber and Authorised User Data) any and all of the copyright, trade marks, trade names, templates, formats, patents and other intellectual property rights subsisting in or used in connection with the Services including without limitation, the Software are and will remain the sole property of Intact and/or the Third Party Provider (as appropriate).

(b) The Subscriber will not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Intact and/or such Third Party Provider.

(c) In the event that new inventions, designs, processes, services, software and products, configuration settings, templates, formats or other material in any form or media evolve in performance of or as a result of this Agreement, the Subscriber acknowledges that the same will be the property of Intact unless otherwise agreed in

writing by Intact.

(d) The Subscriber will indemnify Intact and/or the Third Party Provider fully against all liabilities, costs and expenses which Intact and/or Third Party Provider may incur as a result of any work done in accordance with the Subscriber's specifications involving infringement of any patent or other proprietary right.

13. Confidential Information

(a) The term "Confidential Information" will mean and include information or material that a receiving party knows, or reasonably, under the circumstances of disclosure, should know, or the disclosing party considers to be of a confidential or sensitive trade secret nature, including without limitation:

(i) all information, data, drawings, products, specifications, templates, formats, documentation, software listings, source or object code or data files which the disclosing party may have provided and may from time to time provide to the receiving party relating to the Services, Software and/or its support and other services;

(ii) all other forms and types of confidential or non-public financial, business, scientific, technical, economic, marketing, engineering or system-related information, including patterns, plans, compilations, programs, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, codes, or know-how, and information concerning either party's other internal business practices and/or actual or potential Subscribers, whether any of the foregoing is in tangible or intangible form, and whether or how stored, compiled or memorialised physically, electronically, graphically, photographically, or in writing;

(iii) which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and

(iv) identified by the disclosing party as confidential prior to or at the time of disclosure.

(b) Confidential Information does not include any information or material:

(i) which is or subsequently becomes available to the general public other than through a breach by the receiving party;

(ii) which is already known to the receiving party before disclosure by the disclosing party;

(iii) which is independently developed by the disclosing party without use of or reference to the Confidential Information of the other; or

(iv) which the receiving party rightfully receives from third parties without restriction as to use or disclosure.

(c) Each party will maintain all Confidential Information of the other in strict confidence and will not at any time or for any reason disclose any Confidential Information to any third-party without the disclosing party's prior written consent. Neither party will use any Confidential Information of the other for any purpose whatsoever except in performing its duties and exercising its rights under this Agreement nor disclose any Confidential Information to any of its agents or Authorised Users who do not participate directly in the performance of its duties or exercise of its rights under this Agreement, and will advise its Authorised Users who are permitted access to any Confidential Information of the restrictions upon disclosure and use set forth in this Agreement.

(e) Notwithstanding the foregoing, the receiving party may disclose the Confidential Information if it is required to do so under any Applicable Law, rule, or regulation which requires the disclosure, provided that it makes a reasonable effort to give the disclosing party as much advanced notice of the same as may be practicable or permitted in the circumstances of such disclosure.

14. Liability

(a) Absolute Cap on Liability.

The maximum, aggregate liability of Intact and/or any Third Party Provider for any claims howsoever arising out of or relating to this Agreement or any of the Services, Software, software support or other material furnished or to be furnished by Intact under this Agreement or any schedules, including but not limited to Intact's or any Third Party Provider's entire liability in contract, tort (including negligence and breach of statutory duty) and including misrepresentation or otherwise in respect of all matters arising under or in connection with this Agreement will in any event be absolutely limited to the direct damages actually incurred by the Subscriber up to the amount paid by the Subscriber to Intact under this Agreement for the applicable Services, Software, support or other material during the preceding 12 month period.

(b) Exclusion of Indirect Damages.

To the maximum extent permitted by the Applicable Law, in no event will Intact and/or any Third Party Provider be liable to the Subscriber, any Authorised User or any other person for any indirect damages of any kind, including without limitation, lost profits, lost savings, lost data, loss of contracts, business, revenue, goodwill, anticipated savings or other special, direct, indirect, punitive, consequential, or incidental damages arising out of or relating to this Agreement or any Services, Software, support or other material, furnished or to be furnished under this Agreement, even if Intact has been advised of the possibility of such loss or damage.

(c) Basis of the Bargain; Failure of Essential Purpose.

The Subscriber acknowledges that Intact has set its Subscription fees and charges and any other fees and prices and entered into this Agreement in reliance upon the warranty disclaimer specified in clause 15 below and the limitation of liability set forth in this Agreement, and that the same form an essential basis of the bargain between the Parties. The Parties agree that the limitation of liability specified in this Agreement will survive and apply even if the warranty disclaimer or any limitation of remedies is found to have failed of its essential purpose. Notwithstanding the foregoing, nothing contained herein will limit Intact's liability for its own willful or wanton misconduct.

(d) Neither party excludes liability for death or personal injury to the extent only that the same arises as a result of its own negligence.

15. Warranty

(a) In the event that the Subscriber discovers a material error which was not apparent during its proper and rigorous testing of the Software prior to 'Go Live' and which substantially affects the Subscriber's ability to use the Services and/or Software and notifies Intact of the error within 30 days from the date of first access to the Services (the "Warranty Period")

Intact will at its sole option either use all reasonable endeavours to correct the erroneous part of the Services and/or Software or (at its sole option) refund to the Subscriber the fee relating to the part of the Services (if not the whole) that does not comply with its specification of use PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Services and/or Software not performed by Intact or caused by its incorrect use, abuse or corruption of the Services or Software by the Subscriber or (if applicable) caused by the Subscriber's failure to properly specify their requirements or properly and rigorously test the Software or Service prior to 'Go Live'.

(b) WARRANTY DISCLAIMER. To the extent permitted by the Applicable Law, the express Warranties contained in this Agreement are in lieu of all other warranties, representations and guarantees of any kind by Intact. Except as expressly set forth in this Agreement, all Services, Software, support or other material (if any) are furnished by Intact and accepted by the Subscriber "as is". All other warranties, whether statutory, express or implied, are specifically excluded and disclaimed by Intact, including without limitation any implied or other warranties of or against:

(i) interference with quiet enjoyment, non-infringement, workmanlike effort, quality, accuracy, timeliness, completeness, compatibility, integration, no encumbrances, no liens, title, merchantability or fitness for any particular purpose,

(ii) that any services, Software, support or other material will conform to any demonstration or promise by Intact or

(iii) or that may arise through any course of dealing between the parties.

(c) The Subscriber acknowledges that Third Party Providers are integrally involved in provision of the Services and Software and as such Intact does not warrant that the Subscriber's access to the Services, Software, support or other material provided hereunder will be uninterrupted, error-free or completely secure.

(d) INDEMNIFICATION DISCLAIMER. To the extent permitted by the Applicable law, Intact has no indemnification obligations to the Subscriber or any Authorised User whether express, implied or statutory and that any such indemnification obligations are hereby expressly excluded and disclaimed.

16. Indemnity

(a) The Subscriber shall defend, indemnify and hold harmless Intact its officers, directors and employees, agents and sub-contractors against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Subscriber's and Authorised Users' breach of this Agreement including but not limited to the Acceptable Use provisions, Subscriber Data, Subscriber products and/or services, infringement of third party patent, copyright, trade marks or other intellectual property rights.

(b) Intact will

(i) give the Subscriber prompt notice of any such claim;

(ii) provide reasonable co-operation to the Subscriber in the defence and settlement of such claim, at the Subscriber's expense; and

(iii) give the Subscriber sole authority to defend or settle the claim.

17. Term and Termination

(a) This Agreement will start on the Commencement Date and continue for an initial period of 36 months and shall continue thereafter for the duration specified in the Subscription Certificate until or unless terminated by either party giving to the other [3 months] prior written notice to expire on any anniversary or by notice in accordance with paragraph (b) below.

(b) Notwithstanding the Term of this Agreement, either party may by notice in writing to the other terminate this Agreement if any of the following events will occur:

(i) if the other party is in breach of any term, condition or provision of this Agreement or required by the Applicable Law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from the first party;

(ii) if the other party, becomes unable to perform its obligations under this Agreement for any reason, including but not limited to, its bankruptcy, insolvency, or liquidation or if it will call a meeting of its creditors, or will have a receiver or administrator of all or any of its undertakings or assets appointed, or will be deemed by the relevant statutory provisions under the Applicable Law to be unable to pay its debts;

(iii) if there is a change of control of the Subscriber;

(iv) if the Subscriber suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

(c) Termination, howsoever or whenever occasioned will be subject to any rights and remedies the Parties may have under this Agreement or the Applicable law including any accrued rights or liabilities of either party.

(d) The right to terminate set forth in this Clause will not constitute an exclusive remedy.

(e) In any event of termination of this Agreement, the Subscriber shall within 14 days destroy any Intact Software from any of its devices which it may have downloaded to

access the Services, if requested by Intact, certify to Intact in writing that such material has been destroyed.

(f) Intact will be entitled to delete all Subscriber Data from its systems within 30 days upon termination howsoever occurring.

(g) Clause 5, 9, 11 – 27 will survive termination of this Agreement.

18. Assignment

The Subscriber will not assign or otherwise transfer all or part of this Agreement, access to and/ or use of the Services or the Software without the prior written consent of Intact.

19. Force Majeure

Intact will be under no liability to the Subscriber in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of Intact which will include (but will not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, acts of war (declared or undeclared), terrorism, accident, embargo, riot, civil commotion, energy outage, work to rule, overtime bars, strikes and lockouts and whether between either of the Parties hereto and any or all of its Authorised Users and/or any other employer and any or all of its Authorised Users and/or between any two or more groups of Authorised Users (and whether of either of the Parties hereto or any other employer).

20. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof will not be construed nor will it be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice either party's rights to take subsequent action.

21. Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

22. Severability

In the event that any of these terms, conditions or provisions will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by the Applicable Law.

23. Notices

All notices to or by the respective Parties hereto will be in writing, in the English language and will be deemed to have been duly given when delivered by hand, posted by recorded delivery post/certified mail, sent by facsimile or email to the specified address, facsimile number or email address of the Party as appearing herein or such other address, facsimile number or email address as such Party may from time to time have communicated to the other in writing.

Notices delivered by hand, sent by facsimile or email will be deemed received on the first working day following such delivery or sending provided in the case of facsimile, a valid transmission receipt evidences successful transmission and in the case of email, a successful recipient receipt email. Notices which have been posted as above will be deemed received on the [third] working day (being a day other than Saturday, Sunday or a public holiday in Ireland or England) following posting.

24. Applicable Law

The Parties hereby agree that the Agreement concluded between them and constituted on these terms and conditions will be construed in accordance with the law of the Republic of Ireland.

25. Third Party Rights

A person who is not Party to this Agreement will not have any rights to enforce any term of this Agreement.

26. Non-Solicitation

To the extent permitted by the Applicable law, the Subscriber will not, for the duration of this Agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of Intact who has been engaged in the provision, receipt, review or management of this Agreement, provision of Support or other services in connection with this Agreement to leave the employment of Intact.

27. Document Precedence

In the event of any conflict of terms between any "wet ink" signed version of this Agreement or its schedule(s) and a shrink-wrap, click-wrap, click-through version, the "wet ink" signed version will take precedence.

*This Agreement may be signed by the Parties by 'wet ink', digitally, electronically, by fax or concluded by exchange of email between the Parties.

ACCEPT   DO NOT ACCEPT

Intact Software

Or if to be signed:

Signed for and on behalf of Intact: _____

By: (Print name of authorised signatory)   _____

Designation: _____

Date: _____

Subscriber

Signed for & on behalf of the Customer: _____

By: (Print name of authorised signatory):   _____

Designation: _____

Date: _____