

TERMS AND CONDITIONS

1. Agreement

- 1.1 These terms and conditions and the Customer Application Form and any subsequent terms expressly agreed in writing by you together constitute a legally-binding agreement (the "Agreement") between AirSpeed Communications (Irish Company registration no. 360929) ("we"/"us" or AirSpeed") and the customer named in the Customer Application Form ("you" or the "Customer") (each a "Party" and together the "Parties"), which will be effective from the time we accept your application for the Services set out in the Customer Application Form.
- 1.2 If AirSpeed commences fulfilment of the Customer Application Form in whole or in part or if AirSpeed delivers any of the Services it will be deemed to have accepted the Agreement.
- 1.3 The Agreement and any Customer Application Form are conditional on AirSpeed carrying out a final survey to assess and determine the scope of works required to enable or facilitate the provision of the Services and AirSpeed reserve the right to amend the price for the Services.

2. Definitions

- 2.1 In this Agreement, unless otherwise stated or the context otherwise requires, the following words and expressions shall have the following meanings:

"Account Data" means any of the Customer's account data or information used with, stored in or by the Services (or any part of them)

"AirSpeed Policies" means AirSpeed policies in force and published from time to time in connection with the Services, including but not limited to the AirSpeed Privacy Policy.

"Applicable Laws" means any Act of Oireachtas, regulation, EU Directive or Regulations or judgment of any court or tribunal which, in each case, has legal effect in the Republic of Ireland or any part thereof;

"Charges" means the charges, fees, costs and expenses payable under this Agreement to AirSpeed in respect of the provision and receipt of the Services to the Customer as set out in the Customer Application Form (including the installation fee, the monthly recurring fee and the Termination Fee (where applicable));

"Commencement Of Service Date", means the start date of this Agreement as specified in the Service Handover Document;

"COMREG", means the Commission for Communications Regulation;

"Confidential Information" means in relation to either Party, information (whether in oral, written or electronic form) belonging or relating to that Party, its business affairs or activities which is not in the public domain and which: (i) either Party has marked as confidential or proprietary, (ii) either Party, orally or in writing has advised the other Party is of a confidential nature, or (iii) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

"Customer" or "you" or "your" means the Party named in the Customer Application Form who requires use of the Services for its own use;

“Customer Application Form”, means the written instruction of the Customer to AirSpeed to supply the Services in the form of the customer application form attached to this Agreement;

“Customer Personal Data” means Personal Data received from or on behalf of the Customer or otherwise obtained in connection with the performance of AirSpeed’s obligations including but not limited to his or her name, email address, telephone number, certain financial information and Account Data;

“Data Controller”, “Data Processor”, “Data Subject” and “Personal Data” shall have the meaning given to them in DP Laws with Personal Data including sensitive personal data and the expression “process” or “processes” in this context shall be construed accordingly;

“Data Subject Request” means a request made by a Data Subject to exercise any rights of Data Subjects under DP Laws;

“Documentation” means the document made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services;

“DP Laws” means any Applicable Laws relating to the processing, privacy, and/or use of Personal Data as applicable to the Customer, the Supplier and/or the Services;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of the degree of professionalism, skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;

“Initial Term”, means from the date beginning on the date specified in the Customer Application Form as the Commencement of Service Date for the term specified in the Customer Application Form unless otherwise terminated in accordance with Clause 9;

“Intellectual Property Rights” means patents, trademarks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Network” means all cables, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and customers of the Services).

“Own Customer” means a customer of the Customer;

“Own Customer Data” means any personal information of an Own Customer, including but not limited to his or her name, email address, telephone number and certain financial information.

“Party” refers to each Party to this Agreement together referred to as the “Parties”;

“Personal Data Breach” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Customer Personal Data;

“Regulations” means any law, enactment, judgment of any court or tribunal regulation and regulatory policy guideline requirement industry code of any regulatory authority (including

good practice codes) applicable to any part of the Services, or AirSpeed or the Customer and any quality standards published by the NSAI, the International Organisation for Standardisation or other reputable body that a leading company within the Customer's relevant industry or business sector would be expected to comply with;

“Services” means the provision by AirSpeed of the Services to the Customer and as specified in the Customer Application Form;

“Service Handover Document” means the documentation which provides the Customer with specific technical details and specifications of the Services following completion of installation and provisioning works. Upon delivery of the Service Handover Document, the Services are active and ready for customer utilisation;

“Sub-Processor” means another Processor engaged by the Supplier for carrying out processing activities in respect of the Customer Personal Data on behalf of the Customer and authorised by the Customer in accordance with Clause 8.5.4;

“Supervisory Authority” means any local, national, or multinational agency, department official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws, including an replacement or successor bodies from time to time;

“Supplier Customer Premises Equipment”, means all equipment supplied by AirSpeed to the Customer in order to provide the Services and which resides within or is fixed to the Customer's premises or land during the term of this Agreement;

“Term” means the Initial Term together with any subsequent Renewal Periods (as defined in accordance with Clause 9 this Agreement);

“Termination Fee” means an amount equal to the sum of the Charges which would have been paid by the Customer to AirSpeed had the Agreement continued in the normal course until the expiry of the Initial Term or any Renewal Period as applicable save for the termination by the Customer of this Agreement during the Initial Term or during a Renewal Period as applicable, in accordance with Clause 9.3.1, and

“Termination Notice” means a written notice to terminate this Agreement.

3. Provision of Services

- 3.1 AirSpeed shall during the Term provide the Services to the Customer on and subject to the terms and conditions of this Agreement.
- 3.2 Subject to the terms and conditions of the Agreement, AirSpeed will use commercially reasonable endeavours to make the Services available to you using reasonable skill and care of a competent telecommunications service provider.
- 3.3 The Customer acknowledges that the provision of the Services is subject to factors outside AirSpeed's reasonable control which for example could include but are not limited to radio interference, such as other users of the radio spectrum, physical obstructions and/or atmospheric conditions. Any disruption (direct or indirect) to any Services by reason outside the control of AirSpeed shall be excused by the Customer without complaint or penalty or liability.
- 3.4 AirSpeed will use reasonable endeavours to provide the Services by the date specified in the Customer Application Form however these dates are estimates only and are subject to change at any time in accordance with the requirements of AirSpeed at its sole discretion.

Accordingly, AirSpeed do not accept liability for any failure to meet any date unless it has been expressly agreed in writing between the parties.

- 3.5 AirSpeed may where reasonable, from time to time and without notice and without prejudice to the other rights provided by this Agreement, suspend the Services in any of the following circumstances provided that it shall use reasonable endeavours to restore the Services as soon as reasonably practical:
- a) during any technical failure, modification or maintenance of the telecommunications systems by which the Services are provided including by way of example but strictly not limited to any migration from one tail to another;
 - b) if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied;
 - c) if the Customer allows to be done anything which in the reasonable opinion of AirSpeed may have the effect of jeopardising the operation of the Services, or the Services are being used in a manner prejudicial to the interest of the Customer and/or AirSpeed;
 - d) because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's own security; and/or
 - e) if the Customer uses the Services for any unlawful purpose.
- 3.6 During the period of suspension arising from the circumstances set out in clause 3.5, AirSpeed shall not be liable to the Customer for any interruption of the Services and the Customer shall remain liable for all Charges levied in accordance with this Agreement.
- 3.7 The Customer hereby grants AirSpeed a licence to enter and remain on the Customer's premises to the extent necessary to perform the Services, provided that such licence shall not be considered a right to occupy the Customer's premises.

4. Customer's Obligations

- 4.1 The Customer shall:
- (a) provide AirSpeed with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by AirSpeed in order to provide the Services;
 - (b) comply with all Applicable Laws and Regulations including DP Laws with respect to its activities under this Agreement;
 - (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, AirSpeed may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) ensure that any users of the Services use the Services in accordance with the terms and conditions of this Agreement and in particular the Documentation and shall be responsible for any user's breach of this Agreement;
 - (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for AirSpeed, its contractors and agents to perform their obligations under this Agreement, including without limitation the provision of the Services;

- (f) ensure that its network and systems comply with the relevant specifications provided by AirSpeed from time to time;
 - (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to AirSpeed's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
 - (h) ensure that any users of the Services shall use the Services according to the reasonable instructions given to the Customer from AirSpeed in writing from time to time; and
 - (i) ensure that where minimum age recommendations apply to any part of the Services, those Services are not viewed or used by anyone below that minimum age.
- 4.2 All use of the Services, whether or not authorised by the Customer, will be deemed the Customer's use and you will be responsible in all respects for all such use.
- 4.3 The Services may contain or make available information, content, merchandise, products and services provided by third parties and for which there may be charges payable to third parties and in these cases, you acknowledge and agree that you are dealing with the third party and not AirSpeed.
- 4.4 You acknowledge and agree that you are solely responsible for all content you upload or download, post, email or otherwise transmit via the Internet.
- 4.5 You agree not to use the Services fraudulently or in connection with a criminal offence or for the purpose of initiating unsolicited communications or storing and/or communicating any material which conflicts with any laws, is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise illegal or unlawful or causes damage or injury to any person or property.
- 4.6 Without prejudice to its other rights, any misuse by you of the Services or other breach of your obligations under this Agreement will entitle AirSpeed to suspend the provision of the Services or terminate this Agreement at our discretion.
- 4.7 The Customer shall indemnify and keep indemnified and hold harmless the Supplier on demand from and against all and any losses, liabilities, claims, costs (including legal costs), charges, expenses, actions, proceedings, demands and damages arising from the Customer's use or misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement.

5. Charges and Payment Terms

- 5.1 AirSpeed shall invoice and the Customer shall pay AirSpeed the Charges in consideration for the provision of the Services in accordance with the terms of this Agreement. Payment options for the Charges are (i) monthly in advance by direct debit, (ii) quarterly in advance by direct debit or (iii) on presentation of an invoice. In all cases, the payment will be collected 14 days after issuance of invoice. Billing frequency will be as specified in the Customer Application Form.

- 5.2 Without prejudice to any other rights that it may have in this regard in the event that you do not pay the Charges within the period specified AirSpeed shall at its sole discretion be entitled to:
- (a) charge you daily interest for late payment at a rate of 2% per annum above the base lending rate of Allied Irish Bank; and/or
 - (b) suspend the provision of the Services until such time as all payments due, including all interest accrued has been paid and satisfied in full.
- 5.3 Where any part of the Charges due to us remain outstanding for more than 30 days, AirSpeed shall be entitled at its sole discretion to terminate this Agreement.
- 5.4 Without prejudice to the other provisions of this clause 5, if the parties agree that payment of the Charges to AirSpeed are to be made by credit card and if such payments are not made on the due date, AirSpeed is authorised to debit the Customer's nominated credit card company with all Charges due and payable to AirSpeed.

6. Limitations of Liability

- 6.1 Except as expressly provided in this Agreement all representations, warranties, terms and conditions whether express or implied in relation to the Services or the information contained therein is hereby excluded to the fullest extent permitted by law.
- 6.2 It is acknowledged and agreed that AirSpeed have no control over any information of whatsoever kind that can be accessed by using the Services or part thereof. The Customer assumes sole responsibility in respect of any use made by the Customer of the Services or any part of them. AirSpeed exclude all liability for transmission or receipt of any information of whatever nature and for any material you publish on your websites.
- 6.3 The Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 6.4 Nothing in this Agreement shall exclude or restrict the liability of either Party in respect of any liability which cannot be excluded or restricted by law.
- 6.5 Subject to the other provisions of this clause 6, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 6.6 Subject to the other provisions of this clause 6, the aggregate liability of AirSpeed for any reason shall be limited in respect of all claims arising under this Agreement to an amount equivalent to the total sum of the monthly recurring fee received by AirSpeed under this Agreement during the previous 12 months prior to any claim being made against AirSpeed. For the sake of clarity this sum shall not include any installation or connection fee.

7. Consumer Rights

Please note that the exclusion of rights conferred on you under Section 39 of the Sale of Goods and Supply of Services Act 1980 is subject to the provisions of Section 40 of that Act. If a fault occurs you should notify us on our helpline immediately.

8. Personal Data

- 8.1 When you use the Services you may provide us with Customer Personal Data in order for us to provide the Services requested by you.
- 8.2 The Parties agree that the Customer shall be the Controller of Customer Personal Data and any Own Customer Data and the Supplier shall be the Processor, except in respect of any referral data provided to AirSpeed by the Customer for our on-boarding purposes, in which case AirSpeed will be the Controller. You are responsible for ensuring that you have the necessary consents and notices in place, or another valid lawful basis (within the meaning of DP Laws) before you use the Services to collect, process, use and transfer Customer Personal Data or Own Customer Data to us for use in accordance with these Terms.
- 8.3 Each Party shall comply with the DP Laws and its relevant obligations under this Agreement.
- 8.4 You agree that you have and will abide by a privacy policy that complies with DP Laws and Good Industry Practice. The policy must provide notice of your use of technology that collects, uses, and stores Customer Personal Data. You will make your privacy policy accessible to your Own Customers before you use the Services to collect and process any Customer Personal Data on any Own Customer Data.
- 8.5 Without prejudice to or limiting your obligations under section 8.6, to the extent AirSpeed acts as a processor for the Customer Personal Data in performing or delivering the Services to you, AirSpeed shall:
 - 8.5.1 process the Customer Personal Data only on and in accordance with the Customer's documented instructions and immediately inform the Customer of any legal requirement under Applicable Law that would require the Supplier to process the Customer Personal Data other than in accordance with the Processing Instructions, or if in the opinion of the Supplier any of the Customer instructions infringe DP Laws;
 - 8.5.2 have in place appropriate technical and organisational measures (as defined in the DP Laws) to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to such personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 8.5.3 ensure that all AirSpeed personnel who have access to and/or process the Customer Personal Data are obliged to keep it confidential;
 - 8.5.4 not engage another processor to perform processing activities in respect of the Customer Personal Data on behalf of the Customer without the Customer's prior specific or general written consent. If the Customer gives its consent the Supplier shall appoint the sub-processor under a binding written contract which imposes the same data protection obligations as are contained in this Agreement on the sub-processor in particular under this paragraph 8;
 - 8.5.5 shall implement and maintain (or where the Supplier is using the Customer's systems at the Customer's premises the Supplier will use and comply with the Customer's) appropriate technical and organisational measures in relation to the processing of Customer Personal Data by the Supplier such that the processing

will meet the requirements of DP Laws and ensure the protection of the rights of Data Subjects and so as to ensure a level of security in respect of Customer Personal Data processed by it is appropriate to the risks that are presented by the processing in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data transmitted, stored or otherwise processed;

- 8.5.6 not transfer any Customer Personal Data to any country outside of the European Economic Area or to any international organisation (an "International Recipient") unless the prior written consent of the Customer and if the Customer consents to the transfer of the Customer Personal Data to an International Recipient the Supplier shall ensure that such transfer (and any onward transfer) complies with the written instructions of the Customer and this paragraph 8;
 - 8.5.7 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under DP Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.5.8 in respect of any Personal Data Breach (actual or suspected) related to the Services or this Agreement, notify the Customer of the Personal Data Breach without undue delay and provide the Customer without undue delay with such details relating to the Personal Data Breach as the Customer reasonably requires;
 - 8.5.9 at your written direction, delete or return the Customer Personal Data and copies thereof to you on termination of the Services unless storage of any data is required by DP Laws, and
 - 8.5.10 maintain complete and accurate records and information to demonstrate its compliance with this section 8 in relation to the Customer Personal Data and allow you or your designated auditor on reasonable prior notice to audit our records to the extent necessary to verify our compliance;
- 8.6 Nothing in this section 8 shall relieve, remove or replace your obligations under DP Laws as controller. You are responsible for ensuring that you have all the necessary consents and notices in place, or another valid lawful basis (within the meaning of DP Laws), before you use the Services to collect, process, use and transfer Customer Personal Data or Own Customer Data to us for use in accordance with these terms and conditions for the duration and purposes of this Agreement.
- 8.7 AirSpeed Privacy Policy sets out further information about how we process personal data. A copy of our current Privacy Policy can be accessed at www.AirSpeed.ie.

9. Term and Termination

- 9.1 This Agreement shall continue for the Initial Term and thereafter shall be automatically renewed for successive periods of 12 months (each a "Renewal Period") unless otherwise terminated in accordance with the terms of this Agreement and in particular this Clause 9.
- 9.2 A Termination Notice may be given to AirSpeed by the Customer at least 60 days' prior to the expiry of the Initial Term or a Renewal Period (as applicable) giving AirSpeed notice in writing that the Customer does not wish to renew this Agreement on the expiry of the Initial Term or the Renewal Period (as applicable).
- 9.3 A Termination Notice may be given by AirSpeed to the Customer and the Agreement terminated forthwith if:

- 9.3.1 the Customer is in material breach of this Agreement, and the breach is capable of remedy and the Customer shall have failed to remedy the breach within thirty (30) days of written notice from AirSpeed specifying the breach and requiring its remedy, or the breach is not capable of remedy. The termination is without prejudice to any rights AirSpeed may have against the Customer for breach of the Agreement; or
- 9.3.2 the Customer is unable to pay its debts as they fall due or if any bankruptcy or insolvency proceedings are brought against the Customer, or if an arrangement with the Customer's creditors is made, or a receiver is appointed over any of the Customer's assets, or the Customer goes into liquidation or a similar action, application or proceeding in any jurisdiction to which it is subject.
- 9.4 In addition to a Party's right to terminate this Agreement in accordance with clauses 9.2 and 9.3:
- 9.4.1 the Customer may, without cause, serve on AirSpeed a Termination Notice with a minimum of 90 days' prior notice **PROVIDED THAT** where such Termination Notice is to take effect during the Initial Term or the Renewal Period (as applicable), the Customer shall be liable to pay the applicable Termination Fee; or
- 9.4.2 AirSpeed may, without cause, serve on the Customer a Termination Notice with a minimum of 90 days' prior notice, at any time during the Initial Term or a Renewal Period and the Customer shall not be liable to pay a Termination Fee.
- 9.5 For the avoidance of doubt, termination of this Agreement pursuant to Clause 9.4.1 is conditional on the Customer paying to AirSpeed any applicable Termination Fee.
- 9.6 The Customer agrees that following the termination of the Agreement, AirSpeed has its permission to enter its property and premises during normal office hours and remove the Supplier Customer Premises Equipment.
- 9.7 Upon execution of the Agreement by both parties, the Charges become payable by the Customer to AirSpeed in the manner specified in the Agreement, notwithstanding any cancellation of the Agreement or intention to cancel the Agreement by the Customer.

10. Force Majeure

- 10.1 Neither Party shall be deemed in default or liable to the other Party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that Party's reasonable control including, but not limited to an act of god, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe internet service disruption, flood, subsidence or weather conditions of exceptional severity.

11. Confidentiality

- 11.1 Subject to Clause 11.2, each Party undertakes to the other that it will maintain and treat in confidence and use its reasonable endeavours to procure that its directors, employees and professional advisers, sub-contractors and agents maintain and treat in confidence, the other Party's Confidential Information.
- 11.2 Clause 11.1 shall not apply to any information which:
- (a) is in or comes into the public domain other than by default of the recipient Party; or

- (b) is or has already been independently generated by the recipient Party; or
 - (c) is lawfully received by the recipient from a third Party on an unrestricted basis; or
 - (d) is in the possession of or is known by the recipient Party prior to the date of this Agreement, to the extent that such recipient Party is not bound by any existing obligation of confidentiality in respect of such information to the other Party hereto.
- 11.3 Nothing in this Clause 11 shall prohibit or restrict either Party disclosing any Confidential Information to the extent to which the same is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, provided the recipient provides, in the case of disclosure by law, regulation or order (unless prohibited by laws or regulations), the disclosing party with reasonable written notice prior to any such disclosure and in the case of disclosure to a professional advisor that the professional advisor undertakes to treat the Confidential Information as confidential (in terms materially the same as this Clause 11).
- 11.4 On termination of this Agreement for whatever reason the recipient Party shall return to the disclosing Party (or, at the discretion of the disclosing Party, destroy) all copies of Confidential Information of the other Party which it has in its possession.
- 11.5 The provisions of this Clause 11 shall survive the termination or expiry of this Agreement.

12. Intellectual Property

- 12.1 All Intellectual Property Rights and other ownership rights in any of AirSpeed's property or materials shall be retained by and vest in AirSpeed.

13. Governing Law and jurisdictions

- 13.1 This agreement is governed by and construed in accordance with the laws of the Republic of Ireland. Each Party agrees to submit to the non-exclusive jurisdiction of the Irish Courts.
- 13.2 In the event that you have a complaint you agree to comply with the Complaints Procedures set out in the AirSpeed Code of Practice, which shall be made available to you on request.
- 13.3 If a complaint remains unresolved after completion of the complaints procedure set out in the AirSpeed Code of Practice, then COMREG or an independent person appointed by COMREG may resolve any such outstanding complaint. Contact information for COMREG is provided in the AirSpeed Code of Practice.

14. Miscellaneous

- 14.1 Any waiver under this Agreement must be in writing. Any delay in enforcing or failure to enforce any right or remedy under this Agreement shall not be deemed to be a waiver of such right or remedy. If any Party waives any specific obligation or liability under this Agreement, such waiver shall not extend to any other obligations or liabilities under this Agreement.
- 14.2 If any provisions of this Agreement are found (by a court or authority of competent jurisdiction) to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect provided that the Parties shall in such event meet to negotiate in good faith and seek to agree a mutually satisfactorily valid and enforceable substitute provision.

- 14.3 This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 14.4 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.
- 14.5 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 14.6 All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, by registered mail or by email to accounts@AirSpeed.ie.
- 14.7 The address of AirSpeed for notices shall be 15c Magna Drive, Magana Business Park, Citywest, Dublin 24, Ireland. The address of the Customer for notices shall be the registered office address as stated in the Customer Application Form.
- 14.8 No amendment or variation of this Agreement (including the schedules hereto) shall be effective unless it is in writing and signed by an authorised representative on behalf of each Party.
- 14.9 AirSpeed is acting as independent contractor under this Agreement. Nothing in this Agreement or any circumstances associated with it or its performance shall give rise to any relationship of any agency, partnership or employer and employee between AirSpeed and the Customer or any of AirSpeed's personnel.