

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-914

SAP Number

County Administrative Office

| | |
|---|---|
| Department Contract Representative | Christian Garcia |
| Telephone Number | 909-386-8069 |
| Contractor | Teamwork Crew Limited dba Teamwork.com |
| Contractor Representative | Niamh Nims |
| Telephone Number | |
| Contract Term | Until terminated by either party |
| Original Contract Amount | \$18,141.12 annually |
| Amendment Amount | |
| Total Contract Amount | \$18,141.12 annually |
| Cost Center | 1370001000 |
| Grant Number (if applicable) | |

Briefly describe the general nature of the contract: Teamwork Crew Limited dba Teamwork.com Terms of Service, including non-standard terms, for the use of Teamwork.com's project management software platform effective upon execution and automatically renewing until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Julie J. Surber
Julie J. Surber, Principal Asst. County Counsel

Date 11/9/25

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

teamwork.com

SAN BERNARDINO COUNTY, CALIFORNIA + TEAMWORK.COM | ORDER FORM

#20251020-114039634

Issued

October 20, 2025

Expires

November 19, 2025

Teamwork

Teamwork Campus One
Blackpool Retail Park
Co. Cork
T23 F902
Ireland

Niamh Mullins
niamh.mullins@teamwork.com

Prepared for

San Bernardino County, California

Martha Guzman-Hurtado
Chief Communications Officer
martha.guzman-hurtado@cao.sbcounty.gov
909-387-4193

Products & Services

| Products & Services | Billing Frequency | Quantity | Unit price | Price |
|--------------------------------|------------------------------|-----------------|--------------------|---------------------------------|
| Teamwork - Scale - Annual | Annually | 24 | \$659.88 / year | \$15,837.12/ year for 1 year |
| Advanced Security - Annual | Annually | 24 | \$96.00 / year | \$2,304.00/ year for 1 year |
| Annual subtotal | | | | \$18,141.12 |
| Total | | | | \$18,141.12 |

Comments

Terms and Conditions

I have read and understood the terms of service found at:

<https://www.teamwork.com/legal/terms-of-service>

30 day payment terms are standard on all invoices unless stated otherwise.

New Customer Details

Your Email*

Billing Contact Name*

Billing Contact email*

Billing Contact Address*

Preferred Payment Method*

Submit

Project Acceptance

Signature

In order to correctly sign this quote if you can please:

1. Click on verify to sign. You will get an email to verify your identity.
2. Once you have verified your identity, you may return to the quote and proceed with signing
3. If you encounter any issues, please consider attempting to sign using a different browser, as firewalls may sometimes cause problems.

Project Acceptance Signature

Countersignature

Teamwork.com Terms of Service

These Terms of Service apply to new Orders (or renewals of existing Orders) effective on or after 19 August 2024.

If you are an existing Customer and previously agreed to a version of the Terms of Service before 19 August 2024, these Terms of Service will go into effect upon the renewal date of your next Order. The prior versions of the Terms of Service are available within your previous sales order or on request from support@teamwork.com.

TEAMWORK.COM TERMS OF SERVICE

1. Introduction

- 1.1. This agreement is entered into by the person or organisation (“**Customer**” or “**you**”) agreeing to these Terms of Service (“**Terms**”) and Teamwork Crew Limited (“**Teamwork.com**,” “**us**,” or “**we**”). By clicking “I accept” to these Terms, signing an Order, or using the Services, you represent that you have the capacity and authority to bind the Customer to: (i) these Terms; (ii) the Order(s); and (iii) the [Data Processing Agreement](#) (collectively the “**Agreement**”).

- 1.2. We operate a cloud based collaboration platform available online at www.teamwork.com and our applications (the “**Platform**”). Our Services are accessed via the Platform. By entering into this Agreement, the Customer wants to use Teamwork.com’s Services in its business operations. Teamwork.com.com has agreed to provide, and the Customer has agreed to use and pay for Teamwork.com’s Service subject to the terms and conditions of this Agreement which apply to the exclusion of all other terms.

1.3. If you do not agree to the Terms and/or Agreement, or do not have authority to accept these Terms on behalf of the organisation you represent, do not use the Services.

1.4. **Your attention is particularly drawn to the provisions of clause 15 (Liability).**

2. Our Services

2.1. Subject to the Customer purchasing Service Subscriptions and/or Other Services in accordance with clause 3 and paying the Fees or being granted access to our Free Service or on a time limited basis to our Free Trial Service on the terms of this Agreement, the restrictions set out in this clause and the other terms and conditions of this Agreement, Teamwork.com hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Services during the Term, unless otherwise specified in the Order, solely for the Customer's business operations.

2.2. In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of Service Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any Service Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
- (c) each Authorised User shall keep a secure password for their use of the Services, that such password shall be changed no less frequently than every six (6) months and that each Authorised User shall keep their password confidential;
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Teamwork.com.com within five (5) days of Teamwork.com's written request at any time or times;
- (e) it shall permit Teamwork.com or Teamwork.com's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to

audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at Teamwork.com's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and

(f) if any of the audits referred to in clause 2.4(d) above reveal that:

(i) any password has been provided to any individual who is not an Authorised User, then without prejudice to Teamwork.com's other rights, the Customer shall promptly disable such passwords and Teamwork.com shall not issue any new passwords to any such individual; and

(ii) the Customer has underpaid Subscription Fees to Teamwork.com, then without prejudice to Teamwork.com's other rights, the Customer shall pay to Teamwork.com an amount equal to such underpayment as calculated in accordance with the prices set out in the Order within ten (10) days of the date of the relevant audit or, with Teamwork.com's written consent, at the next renewal.

2.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and Teamwork.com reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause and/or

terminate the Agreement for material breach in accordance with clause 16.2(b)(i).

2.4. The Customer shall not:

- (a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services and/or any documentation provided in relation to the Service by Teamwork.com; or
- (c) subject to clause 17.6 (Assignment), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or documentation provided in relation to the Service by Teamwork.com, other than as provided under this clause; or
- (e) introduce or permit the introduction of, any Virus or Vulnerability into Teamwork.com's network and information systems.

2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or any documentation provided in relation to the Service by Teamwork.com and, in the event of any such unauthorised access or use, promptly notify Teamwork.com.

2.6. The rights provided under this clause are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Ordering Services

- 3.1. Placing your Order: You can submit an Order online on the Platform or via Teamwork.com's sales team. Each Order is an offer by you to buy the Services specified in the Order on the terms of this Agreement.
- 3.2. Correcting Input Errors: Our Order process allows you to check and amend any errors before submitting your Order to us. Please check the Order carefully before confirming it online or via Teamwork.com's sales team. You are responsible for ensuring that your Order is complete and accurate.
- 3.3. Acknowledging Receipt of your Order: After you place your Order, you will receive an acknowledgement from us that we have received it, but please note that this does not mean that your Order has been accepted. Our acceptance of your Order takes place when we send a confirmation or take payment ("**Order Confirmation**").
- 3.4. If we Cannot Accept your Order: If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your Order. If you have already paid for the Services, we will refund you the full amount.
- 3.5. Additional Subscriptions or Other Services: Subject to clauses 3.6 and 3.7, the Customer may, from time to time during any Subscription Term, purchase additional Service Subscriptions or Other Services at the price per the Order and Teamwork.com shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this Agreement.
- 3.6. If the Customer wishes to purchase additional Service Subscriptions or Other Services, the Customer shall submit a further Order. Teamwork.com shall evaluate such request for additional Services and respond to the Customer with approval or rejection of the request. Where Teamwork.com approves the request, Teamwork.com shall activate the additional Service Subscriptions within five (5) Business Days of its approval of the Customer's request.
- 3.7. If Teamwork.com approves the Customer's request to purchase Service Subscriptions, the Customer shall pay to Teamwork.com the relevant fees for such Service Subscriptions as set out in the Order in accordance with clause 9. If additional Service Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by Teamwork.com for the remainder of

the Initial Subscription Term or the current Renewal Period (as applicable).

4. Free Subscriptions or Trial

If the Customer registers for a Free Subscription or a Free Trial and Teamwork.com confirms the Customer may use either Free Service. The Customer may use the Free Subscription for a period determined by Teamwork.com or the Free Trial provided by Teamwork.com for a period of thirty (30) days and both are free of charge ("**Free Period**"). Free Services are permitted solely for the Customer's use to determine whether to purchase Service Subscriptions. If the Customer terminates the Free Services, or does not purchase Service Subscriptions at the expiry of the Free Period, the Customer's right to access and use the Services will terminate at the end of the Free Period and the Customer instructs Teamwork.com to delete all of Customer Data in the Services save that Teamwork.com may retain copies in accordance with Teamwork.com's data retention policies for the purposes of compliance with applicable law and/or the enforcement or defence of its rights. Notwithstanding anything to the contrary in this Agreement, Teamwork.com provides no warranty, indemnity or support, and accepts no obligations, with respect to Free Services.

5. Availability of the Services

- 5.1.** Subject to clause 5.2, Teamwork.com shall, during the Term, provide the Services to the Customer on and subject to the terms of this Agreement.
- 5.2.** Teamwork.com reserves the right, from time to time, to make changes to the Services including modifying or discontinuing any part of the Services. Such changes shall be notified to the Customer.
- 5.3.** Teamwork.com shall use reasonable endeavours to make the Services available 24 hours a day, seven (7) days a week, except for:
 - (a)** planned maintenance carried out during routine maintenance windows notified to you in advance;
 - (b)** unscheduled maintenance performed outside Business Hours, provided that Teamwork.com has used reasonable endeavours to give the Customer at least 6 Business Hours' notice in advance; and
 - (c)** emergency maintenance in respect of which Teamwork.com it is not reasonably practicable for Teamwork.com to provide the notice outlined in clause 5.3(a).

5.4. Teamwork.com will provide as part of its services to the customer at no additional cost its standard customer support service in accordance with its Support Policy set out in our website <https://www.teamwork.com/support/>. Teamwork.com may at any time, in its sole and absolute discretion, cease to provide or amend the customer support available.

6. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Teamwork.com makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Teamwork.com. Teamwork.com recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Teamwork.com does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Teamwork.com's responsibilities

7.1. Teamwork.com shall use reasonable endeavours to provide the Services and undertakes that the Services will be performed with reasonable skill and care.

7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Teamwork.com's instructions, or modification or alteration of the Services by any party other than Teamwork.com or Teamwork.com's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Teamwork.com will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3. Teamwork.com:

(a) does not warrant that:

- (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) the Services will be free from Vulnerabilities or Viruses or comply with any Heightened Cybersecurity Requirements.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4. This Agreement shall not prevent Teamwork.com from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services, which are similar to those provided under this Agreement.

7.5. Teamwork.com warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8. Customer's obligations

8.1. The Customer shall:

- (a) provide in a timely manner Teamwork.com, its agents, subcontractors, consultants and employees with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access, at no charge, to the Customer's such information and systems, premises, office accommodation and other facilities as may be required by Teamwork.com;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

- (b) without affecting its other obligations under this Agreement, comply with all Applicable 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, Teamwork.com may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Teamwork.com, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - (f) ensure that its network and systems comply with the relevant specifications provided by Teamwork.com from time to time;
 - (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Teamwork.com's 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) comply with any additional responsibilities of the Customer; and
 - (i) not store on the Services or otherwise submit to the Services any (i) protected health information subject to the Health Insurance Portability and Accountability Act, (ii) special category data protection by the GDPR or (iii) save to the extent required to pay for the Services, credit, debit or other payment card data subject to PCI DSS or any other credit card schemes or other data which requires, (iv) data similar to (i)-(iii) or (v) data which requires special protection pursuant to Applicable Law.
- 8.2. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality,

reliability, integrity, accuracy and quality of all such Customer Data including making appropriate back-ups and archiving as required by the Customer. The Customer grants to us sufficient rights to use the Customer Data in order to provide the Services to the Customer. The Customer is solely responsible and assumes all risks for the Customer Data used in connection with the Services, including without limitation for any loss, damage, destruction, corruption, loss of access and/or use, alteration, breach or disclosure of Customer Data.

8.3. If Teamwork.com's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Teamwork.com shall not be in breach of its obligations under this Agreement.

9. Fees and payment

9.1. In consideration of the provision of the Services by Teamwork.com, the Customer shall pay the Fees to Teamwork.com for the Service in accordance with this clause 9 and the Order.

9.2. The Customer shall prior to the commencement of the Initial Subscription Period, and on each occasion it submits an Order to purchase Services in accordance with clause 3, provide to Teamwork.com valid, up-to-date and complete credit card details or approved purchase order information acceptable to Teamwork.com and any other relevant valid, up-to-date and complete contact and billing details. If the Customer provides:

(a) its credit card details to Teamwork.com, the Customer hereby authorises Teamwork.com to bill such credit card:

(i) on or before the commencement of the Initial Subscription Period and, if applicable, at the commencement of the term of any additional Services purchased in accordance with clause 3 for the Fees payable in respect of the relevant period; and

(ii) subject to clause 16.1, on each anniversary of the commencement of the Initial Subscription Period for the Subscription Fees payable in respect of the next Renewal Period;

(b) its approved purchase order information to Teamwork.com, Teamwork.com shall invoice the Customer:

- (i) on or before the commencement of the Initial Subscription Period and, if applicable, at the commencement of the term of any additional Services purchased in accordance with clause 3, for the Fees payable in respect of the Initial Subscription Term; and
- (ii) subject to clause 16.1, at least thirty (30) days prior to each anniversary of the Initial Subscription Period for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.

9.3. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Teamwork.com any sum due under this Agreement on the due date and without prejudice to any other rights and remedies of Teamwork.com:

- (a) Teamwork.com may, without liability to the Customer, disable and/or suspend the Customer's access to all or part of the Services and Teamwork.com shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9 will accrue each day in accordance with the prevailing statutory late interest payment rate.

9.4. All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in the currency specified in the Order;
- (b) are non-cancellable and non-refundable;
- (c) are exclusive of Sales Tax, and the Customer shall in addition pay an amount equal to any Sales Tax chargeable on those sums; and
- (d) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.5. Whilst using the Services, we have the right, without limitation at our sole discretion, if we believe that Customer or any of its Authorised Users, have misused the Services or use the Services in an excessive

manner compared to the anticipated standard use (for instance, an inappropriate use of features etc.), to impose additional fees for the continued use of the Services.

9.6. The Subscription Fees shall be payable in accordance with the Order.

9.7. Unless otherwise agreed in writing, discounts provided for the period of the Initial Subscription Period shall not apply to any Renewal Period.

9.8. Teamwork.com shall be entitled to increase the Subscription Fees payable by the Customer during the Subscription Term:

(a) in respect of the additional Service Subscriptions purchased pursuant to clause 3.6 and 3.7 above;

(b) in respect of the excess fees payable pursuant to clause 9.5;

(c) if the Customer exceeds the number of Authorised Users specified in the Order; and/or

(d) at each Renewal Period provided always that Teamwork.com provides at least thirty (30) days in advance of the expiry of the Renewal Period to which the increased fees will apply with effect from the start of the relevant Renewal Period. If the Customer does not agree to this increase, the Customer can choose to terminate the Service Subscription at the end of the Subscription Term by giving the required notice under clause 16.

10. Intellectual property rights

10.1. The Customer acknowledges and agrees that Teamwork.com and/or its licensors own all Intellectual Property Rights ("**IPRs**") in the Services and any documents, products and materials made available by Teamwork.com from time to time. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any IPRs, or any other rights or licences in respect of the Services and/or any documentation made available by Teamwork.com from time to time.

10.2. Teamwork.com confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.3. Teamwork.com and its licensors shall retain ownership of all IPRs in the Services and any documents, products and materials made available by Teamwork.com from time to time.

10.4. In relation to the Customer Data, the Customer:

- (a) and its licensors shall retain ownership of all IPRs in the Customer Data; and
- (b) grants to Teamwork.com a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Data for the term of this Agreement for the purpose of providing the Services to the Customer.

10.5. Teamwork.com shall indemnify, defend and hold Customer harmless from and against any judgments, settlements, costs and fees reasonably incurred (including reasonable legal fees) resulting from any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services hereunder infringes or misappropriates the valid IPRs of a third party (a "**Claim Against Customer**") provided that Customer:

- (a) promptly gives Teamwork.com written notice of the Claim Against Customer; and
- (b) provides to Teamwork.com all reasonable assistance, at Teamwork.com's expense.

10.6. The Customer shall have no claim under the indemnity at clause 10.5 to the extent the Claim Against Customer arises from:

- (a) the use of Customer Data;
- (b) any modification of the Services or any documents, products and materials made available by Teamwork.com from time to time, other than by or on behalf of Teamwork.com; and
- (c) compliance with the Customer's specifications or instructions;
- (d) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Teamwork.com or Customer's breach of this Agreement; or

- (e) the Customer's use of the Services after notice of the alleged or actual infringement from Teamwork.com or any appropriate authority.

10.7. If, as a result of a claim by a third party, the use of the Services, or any part thereof is held to constitute an infringement of the IPRs of any third party, or Teamwork.com reasonably anticipates that a claim that use of the Services, or any part of thereof infringes of the IPRs of any third party might be made, Teamwork.com may, at its expense and sole option:

- (a) procure for the Customer the rights to continue to receive the Services; or
- (b) modify the Services so that they are non-infringing without materially detracting from their overall performance; or
- (c) replace the infringing element of Services with other non-infringing items that have the equivalent performance and functionality to the infringing element or elements.

10.8. If, in Teamwork.com's opinion, none of the above are commercially reasonable, it shall have a right to immediately terminate this Agreement without any liability or obligation to pay liquidated damages or other additional costs to the Customer. The foregoing and clause 15.3(b) states the Customer's sole and exclusive rights and remedies, and Teamwork.com's (including Teamwork.com's employees', agents' and subcontractors') entire obligations and liability, for infringement of any IPRs.

10.9. The Customer:

- (a) warrants that the receipt, use and performance of this Agreement by the Customer, its agents, subcontractors or consultants of the Customer Data shall not infringe the rights, including any IPRs, of any third party; and
- (b) shall indemnify Teamwork.com against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by Teamwork.com arising out of or in connection with any claim brought against Teamwork.com, its agents, subcontractors or consultants arising out of or in connection with the Customer's use of the Services and/or for actual or alleged infringement of a third

party's IPRs arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Data.

10.10. If either party ("**Indemnifying Party**") is required to indemnify the other party ("**Indemnified Party**") under this clause 10, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.5 or clause 10.9(b) (as applicable) ("**Indemnity Claim**");
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Indemnity Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the Indemnity Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Indemnity Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Indemnity Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11. Compliance with laws

In performing its obligations under this Agreement, Teamwork.com shall comply with all Applicable Laws.

12. Data protection

12.1. The Data Processing Agreement applies to all processing of personal data by Teamwork.com as processor in connection with this Agreement (**personal data** and **processor** shall have the meaning given to them in the GDPR).

12.2. Teamwork.com will comply with all applicable requirements of Applicable Data Protection Laws.

12.3. Customer shall comply with all laws, statutes, regulation guidance, orders or directions issued from time to time by any court, government

or other competent regulatory authority applicable to the processing of personal data by it or on its behalf.

12.4. Customer shall provide all relevant data subjects with any information required for compliance with Applicable Data Protection Laws in relation to the processing of personal data by it and/or Teamwork.com in connection with this Agreement.

12.5. **Data subject, personal data** and **processor** shall have the meaning given to them in the GDPR.

13. Confidentiality

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

13.2. Subject to clause 13.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

13.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other

authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Teamwork.com's Confidential Information.

13.6. Teamwork.com acknowledges that the Customer Data is the Confidential Information of the Customer.

13.7. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

13.8. The above provisions of this clause shall survive termination of this Agreement, however arising.

14. Indemnity

14.1. The Customer shall defend, indemnify and hold harmless Teamwork.com 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 Customer's use of the Services and/or any documentation made available by Teamwork.com from time to time, provided that:

- (a)** the Customer is given prompt notice of any such claim;
- (b)** Teamwork.com provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c)** the Customer is given sole authority to defend or settle the claim.

14.2. Teamwork.com shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or

any documentation made available by Teamwork.com from time to time in accordance with this Agreement infringes any Irish or European Union patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:

- (a) Teamwork.com is given prompt notice of any such claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Teamwork.com in the defence and settlement of such claim, at Teamwork.com's expense; and
- (c) Teamwork.com is given sole authority to defend or settle the claim.

14.3. In the defence or settlement of any claim, Teamwork.com may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.4. In no event shall Teamwork.com, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or any documentation made available by Teamwork.com by anyone other than Teamwork.com; or
- (b) the Customer's use of the Services or any documentation made available by Teamwork.com in a manner contrary to the instructions given to the Customer by Teamwork.com; or
- (c) the Customer's use of the Services or any documentation made available by Teamwork.com after notice of the alleged or actual infringement from Teamwork.com or any appropriate authority.

14.5. The foregoing and clause 15.3(b) states the Customer's sole and exclusive rights and remedies, and Teamwork.com's (including Teamwork.com's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of liability

15.1. Except as expressly and specifically provided in this Agreement:

- (a)** the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Teamwork.com shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Teamwork.com by the Customer in connection with the Services, or any actions taken by Teamwork.com at the Customer's direction;
- (b)** all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c)** the Services and any documentation made available by Teamwork.com are provided to the Customer on an "as is" basis.

15.2. Nothing in this Agreement excludes the liability of Teamwork.com for (a) death or personal injury caused by Teamwork.com's negligence; or (b) fraud or fraudulent misrepresentation; (c) any other liability which cannot, pursuant to Applicable Law, be excluded or limited.

15.3. Subject to clauses 15.1 - 15.2:

- (a)** Teamwork.com 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; and
- (b)** Teamwork.com's total aggregate liability in contract (including in respect of the indemnity at clause 10 and 14), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited:
 - (i)** for Customers whose Subscription Period is monthly, to the total Subscription Fees paid by the Customer for the Service Subscriptions in the month preceding the date on which the claim arose; and

(ii) all other Customers, to the total Subscription Fees paid by the Customer for the Service Subscriptions in the twelve (12) months preceding the date on which the claim arose.

15.4. Nothing in this Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Teamwork.com's Intellectual Property Rights.

16. Termination

16.1. This Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods in line with the Customer's chosen subscription period (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least thirty (30) days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement.

16.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect:

- (a) by giving thirty (30) days written notice to the other party if:
 - (i) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (ii) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (b) by giving written notice to the other party if:

- (i) the other party commits a material breach of any term of this Agreement which is not capable of remedy;
- (ii) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 570 of the Companies Act 2014 or equivalent Applicable Laws;
- (iii) the other party becomes or is deemed insolvent, has a receiver, manager, examiner, or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction to which the non-terminating party has previously agreed in writing), enters into liquidation (whether compulsory or voluntary), or suffers or undergoes any analogous process to the above in any jurisdiction;
- (iv) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- (vi) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (vii) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (viii) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(ix) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

(x) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(b)(ii) to 16.2(b)(x) (inclusive);

(xi) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

(xii) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

16.3. Teamwork.com may terminate this Agreement with immediate effect without cause by giving five (5) days written notice to the Customer. In the event Teamwork.com exercises its right to terminate in accordance with this clause 16.3, Teamwork.com shall refund Subscription Fees pre-paid by the Customer pro-rated from the effective date of termination for the unexpired period of the Subscription Term.

16.4. Without affecting any other right or remedy available to it, Teamwork.com may terminate this Agreement with immediate effect:

(a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

(b) the Customer fails to provide any information or materials as Teamwork.com may at their discretion deem essential to the proper provision of the Services to the Customer and fails to provide any outstanding information or materials requested not less than thirty (30) days after being notified in writing to do so by Teamwork.com; or

(c) there is a change of Control of the Customer.

16.5. Obligations on Termination: On termination or expiry of this Agreement:

(a) all rights granted to the Customer under this Agreement shall immediately terminate and the Customer shall immediately cease all

use of the Services;

- (b) the Customer shall immediately pay to Teamwork.com all of Teamwork.com's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Teamwork.com may submit an invoice, which shall be payable immediately on receipt;
- (c) each party shall return and make no further use of any Confidential Information belonging to the other party; and
- (d) Teamwork.com may destroy or otherwise dispose of any of the Customer Data in its possession unless Teamwork.com receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Teamwork.com shall use reasonable commercial endeavours to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Teamwork.com in returning or disposing of Customer Data.

16.6. Survival: On termination or expiry of this Agreement, (a) all existing Subscription Terms shall terminate automatically and (b) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Termination or expiry of this Agreement shall not affect or prejudice any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

17. Miscellaneous

17.1. Force Majeure: Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;

- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

17.2. Save in respect of the Customer's obligation to pay the Subscription Fees, provided it has complied with clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than thirty (30) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty (30) days, or recurs more than twice in any single sixty (60)

day period, the party not affected by the Force Majeure Event may terminate this Agreement by giving thirty (30) days written notice to the Affected Party.

17.6. Assignment: The Customer shall not, without the prior written consent of Teamwork.com, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Teamwork.com may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that Teamwork.com gives prior written notice of such dealing to the Customer.

17.7. Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.8. Waiver: A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

17.9. Rights and Remedies: Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are not in addition to, and are exclusive of, any rights or remedies provided by law.

17.10. Severance: If any provision or part-provision of this Agreement:

(a) is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement; and

(b) is deemed deleted under clause 17.10(a) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.11. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

17.12. Conflict: If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Data Processing Agreement shall prevail.

17.13. Not Partnership or Agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.14. Third Party Rights: Unless it expressly states otherwise, this Agreement does not give rise to any rights to third parties to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

17.15. Consent to Contract Electronically: To the extent required by Applicable Law, the Parties consent to contract electronically.

17.16. Notice: Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid registered post or other next Business Day delivery service at in the case of Teamwork.com to Teamwork.com, Campus 1 Park House, Blackpool Retail Park, Blackpool Cork, Co. Cork, Cork, T23 F902, Ireland and in the case of the Customer at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in a Service Subscription or such addresses as otherwise notified in writing from time to time in accordance with this clause, except for a notice given to a party under clause 6 (Termination) of this Agreement which may not be given by email and may only be given by hand or by registered post.

- 17.17. Any notice or communication shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid registered post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business Hours resume. In clauses 17.15 and 17.17, Business Hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.18. Dispute Resolution: If a dispute arises out of or in connection with this Agreement of the performance, validity or enforceability of it ("**Dispute**"), either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. Upon receipt of the Dispute Notice, the Parties shall promptly attempt in good faith to resolve the Dispute.
- 17.19. Governing law and Jurisdiction: This Agreement and any Dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual Disputes or claims) will be governed by and construed in accordance with Irish law and we each irrevocably agree to any dispute or claim arising out of or in connection with this Agreement or their subject matter or formation (including non-contractual disputes or claims) to the exclusive jurisdiction of the Irish courts.
- 17.20. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or the transactions described herein. Each party hereby waives any right to trial by jury in connection with any action or proceeding arising from or related to this Agreement.

Schedule 1 Interpretation

1. Definitions

- 1.1. Unless the context requires otherwise, the following definitions apply in this Agreement:
- "**Affiliate**" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with

that party from time to time.

"Applicable Data Protection Laws" means the law of the European Union or any member state of the European Union to which Teamwork.com is subject, which relates to the protection of personal data including the GDPR.

"Applicable Laws" means in respect of:

- (a) Teamwork.com, all laws, statutes, regulation, guidance, orders or directions issued from time to time by any Irish court, the Irish government or other competent regulatory authority in Ireland to which Teamwork.com is subject; and
- (b) the Customer, all applicable laws, statutes, regulation, guidance, orders or directions issued from time to time by any court, government or other competent regulatory authority to which the Customer is subject.

"Authorised Users" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

"Business Day" means a day, other than a Saturday, Sunday or public holiday in Ireland, when banks are open for business.

"Business Hours" means the period from 9.00 am to 5.00 pm on any Business Day.

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.

"Contract Year" means each successive twelve (12) month period commencing on the Effective Date or the anniversary of the Effective Date;

"Control" means in relation to any company, partnership or other entity, the beneficial ownership of more than fifty per cent (50%) of the issued share capital of, or the legal power to direct or cause the direction of the general management of such company, partnership or other entity in question or its holding company or parent undertaking, and controls, controlled and the expression change of control shall be construed accordingly.

"Customer Data" means the data, documents, information, items and materials in any form, whether owned by the Customer or a third party, which are inputted to the Platform by, or on behalf of the Customer including by Authorised Users in connection with the use of the Services.

"Customer Personal Data" means any personal data which Teamwork.com processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

"Data Processing Agreement" means the data processing agreement set out [here](#).

"Effective Date" the date the Customer the date the Customer enters into Agreement.

"Free Trial" the Services provided to the Customer on an unpaid trial basis.

"GDPR" means the EU General Data Protection Regulation ((EU) 2016/679).

"Heightened Cybersecurity Requirements" means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not Teamwork.com) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

"Initial Subscription Term" means the initial period specified in the Order.

"Intellectual Property Rights" or **"IPRs"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means an online order, an order submitted over the phone, an in-product screen order or other mutually agreed upon offline form delivered by Customer.

"Sales Tax" means sales tax, value added tax or any similar tax chargeable in Ireland or elsewhere.

"Service Subscriptions" means the subscriptions purchased by the Customer pursuant to clause 2 which entitle Authorised Users to access and use the Services specified in the Order in accordance with this Agreement.

"Other Services" means the services purchased by the customer pursuant to clause 2 which may include On-Boarding Services to help Customers set up their account and other additional services including but not limited to, Consulting and Technical Services which are provided to assist the Customer optimise the use of the Service Subscriptions and Implementation services, and/or Professional services, which are provided as ancillary services to assist with the

management, support and/or implementation of the Service Subscriptions.

"**Services**" means all the services made available by Teamwork.com from time to time.

"**Fees**" means the fees payable by the Customer to Teamwork.com for the Services, as set out in the Order.

"**Subscription Term**" means the Initial Subscription Term together with any subsequent Renewal Periods (Free Subscription or Free Trials will be the Free Period provided by Teamwork.com).

"**Virus**" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"**Vulnerability**" means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedules form part of this Agreement and shall have effect as if set out in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to all other genders.

- 1.8. This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that legislation or legislative provision.
- 1.10. A reference to writing or written includes fax and email.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12. A reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.13. References to clauses and the Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to the paragraphs of the Schedules.
- 1.14. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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