Schedule 1 — Definitions

ATSC Global Limited · the shared definitions set for the ATSC contract stack

Field	Detail
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Issued by	ATSC Global Limited, registration number 745470, First Floor, Penrose 2, Penrose Dock, Cork City, Ireland, T23 YY09
Applies to	The Master SaaS and Platform Agreement and every Schedule, Works Order, policy and product annexure forming part of it

1. Application

1.1 This Schedule forms part of the Agreement. The definitions in it apply to the Agreement and to every Schedule, Works Order, policy, annexure and product-specific document that forms part of it or incorporates it by reference.

1.2 Where a product-specific annexure defines a term differently for the purposes of that product, the annexure prevails for that product only, and only to the extent of the difference.

1.3 A term defined in the GDPR, POPIA or other Data Protection Law and used in a data protection context has the meaning given in that legislation, as set out in the Data Processing Agreement.

2. Definitions

“Acceptable Use Policy” or “AUP” means the ATSC Global acceptable use policy issued under reference ATSC-AUP, as updated from time to time in accordance with the 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, for so long as that relationship subsists.

“Agreement” means the Master SaaS and Platform Agreement between the Supplier and the Customer, together with this Schedule, every other Schedule, each Works Order and every policy or annexure expressly incorporated into it.

“AI Addendum” means the ATSC Global artificial intelligence addendum issued under reference ATSC-SCH6-AI, which applies to any Service that incorporates an AI System.

“AI System” means a machine-based system as defined in Article 3(1) of the EU AI Act, and includes any Model made available as part of, or deployed through, a Service.

“Authorised User” means an individual authorised by the Customer to access and use a Service, being an employee, officer, contractor or agent of the Customer or of a Customer Group Member, and includes an Administrator.

“Administrator” means an Authorised User designated by the Customer in writing to configure and administer a Service on the Customer’s behalf, including the management of other Authorised Users.

“Business Day” means a day other than a Saturday, Sunday or public holiday in Ireland, public holidays in Ireland being those prescribed by the Organisation of Working Time Act 1997.

“Business Hours” means 08:00 to 17:00 Irish time on a Business Day.

“Confidential Information” has the meaning given in the confidentiality clause of the Agreement.

“Control” means the ownership of more than fifty per cent (50%) of the voting shares of an entity, or the power to direct its management and policies whether by contract or otherwise, and “Controlled” and “Controlling” are construed accordingly.

“Customer” means the entity identified as such in the Agreement.

“Customer Data” means all data, content and material that the Customer, a Customer Group Member, an Authorised User or the Supplier acting on the Customer’s behalf inputs into, uploads to, or generates within a Service, including Personal Data and including Outputs, but excluding Service Data and Aggregated Data.

“Customer Group Member” means the Customer and each of its Affiliates that is permitted under a Works Order to receive the Services.

“Data Processing Agreement” or “DPA” means the ATSC Global data processing agreement issued under reference ATSC-SCH2-DPA, which governs the Processing of Personal Data under the Agreement.

“Data Protection Law” means all laws applicable to the Processing of Personal Data under the Agreement, including the GDPR, the Irish Data Protection Acts 1988 to 2018, the ePrivacy Regulations, the UK GDPR and the Data Protection Act 2018, and POPIA.

“Deliverable” means any item, report, configuration, integration, customisation or other work product that a Works Order requires the Supplier to deliver to the Customer.

“Documentation” means the user, administrator and technical documentation for a Service that the Supplier makes generally available to its customers, as updated from time to time.

“Effective Date” means the date stated as such in the Works Order or, where no date is stated, the date on which the last party signs the Works Order.

“EULA” means the ATSC Global end user license agreement issued under reference ATSC-EULA, which binds each Authorised User and End User of a Service.

“End User” means an individual, other than an Authorised User, who is permitted by the Customer or by a Customer Client to access a Service or any part of it, including a resident, visitor, citizen, lessee, field worker or member of the public, as the relevant Works Order or product annexure describes.

“Customer Client” means a customer, member or other party of the Customer to whom the Customer makes a Service, or a service built on a Service, available in accordance with the Agreement.

“EU AI Act” means Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence, as amended, including by Regulation (EU) 2026/1744.

“Exit Schedule” means the ATSC Global exit, portability and switching schedule issued under reference ATSC-SCH7-EXIT.

“Fees” means the charges payable by the Customer for the Services, as set out in the applicable Works Order or Product Schedule.

“Force Majeure Event” has the meaning given in the force majeure clause of the Agreement.

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

“Hosting Region” means the country or region in which Customer Data is hosted and stored at rest, as recorded in the Works Order and governed by the Data Processing Agreement and the Exit Schedule.

“Intellectual Property Rights” means patents, utility models, rights in 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, 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, 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 subsisting now or in the future in any part of the world.

“Model” means a machine learning model, including a general-purpose AI model and an Open-Weight Model, made available by the Supplier as part of or for use with a Service.

“Open-Weight Model” means a Model whose parameters are made publicly available under a third-party license, and which the Supplier makes available for deployment by or for the Customer under that license.

“Output” means content generated by an AI System in response to an Input submitted by or on behalf of the Customer, an Authorised User or an End User.

“Input” means a prompt, instruction, file or other content submitted to an AI System by or on behalf of the Customer, an Authorised User or an End User.

“Aggregated Data” means data derived from Customer Data or from the operation of a Service that is aggregated or de-identified so that it does not, directly or indirectly, identify the Customer, a Customer Group Member, an Authorised User, an End User or any other natural person, and cannot reasonably be used to do so. Aggregated Data is not Personal Data and is not Customer Data.

“Service Data” means data generated by the Supplier’s systems about the provision and operation of a Service, including configuration, telemetry, performance, security, audit and billing records. Service Data does not include the content of Customer Data.

“Personal Data” has the meaning given in the GDPR and, where POPIA applies, includes “personal information” as defined in POPIA.

“POPIA” means the Protection of Personal Information Act 4 of 2013 of the Republic of South Africa.

“Process” and “Processing” have the meanings given in the GDPR and, where POPIA applies, the meanings given in POPIA.

“Product Schedule” means a product-specific schedule issued by the Supplier that sets out the modules, metrics and Fees for a named Service, and which takes effect as a Works Order when signed by both parties.

“Security Schedule” means the ATSC Global technical and organisational security measures schedule issued under reference ATSC-SCH5-SEC.

“Service” means a software, platform or artificial intelligence service that the Supplier makes available to the Customer under a Works Order, together with the Documentation for it, and includes any Deliverable, Update and Upgrade provided with it. “Services” is construed accordingly.

“Service Level Agreement” or “SLA” means the ATSC Global service level agreement issued under reference ATSC-SCH3-SLA.

“Support Policy” means the ATSC Global support services policy issued under reference ATSC-SCH4-SUP.

“Sub-processor” has the meaning given in the Data Processing Agreement.

“Supplier” means ATSC Global Limited, a private company limited by shares incorporated in Ireland under registration number 745470, whose registered office is at First Floor, Penrose 2, Penrose Dock, Cork City, Ireland, T23 YY09.

“Supplier Materials” means all software, platforms, Models, tools, methods, templates, libraries, data structures, know-how and other material owned or licensed by the Supplier and used in or made available through a Service, and all Intellectual Property Rights in them.

“Term” means the period beginning on the Effective Date and ending when the Agreement terminates or expires in accordance with its terms.

“Territory” means the geographic area stated in the Works Order in which the Customer is licensed to use, or to make available, a Service.

“Third Party Component” means software, data, a Model or a service supplied by a third party and made available by the Supplier as part of, or for use with, a Service, and which is subject to that third party’s own license terms.

“Update” means a patch, bug fix, security fix or minor release issued by the Supplier for a Service.

“Upgrade” means a release of a Service that introduces materially new functionality.

“Works Order” means a document signed by both parties, or a Product Schedule signed by both parties, that specifies the Services ordered, the Fees, the term, the Territory, the Hosting Region and any additional or varied terms, and which incorporates the Agreement.

3. Interpretation

3.1 Clause, Schedule and paragraph headings do not affect the interpretation of the Agreement.

3.2 A reference to a person includes a natural person, a corporate or unincorporated body whether or not having separate legal personality, and that person’s legal and personal representatives, successors and permitted assigns.

3.3 Words in the singular include the plural and words in the plural include the singular.

3.4 A reference to a statute or statutory provision is a reference to it as amended, extended, consolidated or re-enacted from time to time, and includes all subordinate legislation made under it.

3.5 Any phrase introduced by the words “including”, “include”, “in particular” or “for example”, or any similar expression, is illustrative and does not limit the generality of the related general words.

3.6 A reference to “writing” or “written” includes email, and a notice given under the Agreement takes effect in accordance with the notices clause of the Agreement and the Electronic Commerce Act 2000.

3.7 A reference to “days” means calendar days unless expressed as Business Days.

3.8 The rule of construction that an agreement is interpreted against the party responsible for its drafting does not apply.

3.9 References in a document to clauses, paragraphs and Schedules are to those of that document unless stated otherwise. Clause numbers in the ATSC stack are fixed text; where a clause is inserted or removed, the document is renumbered as a whole on reissue and the version number is incremented.

End of Schedule 1.