# End Customer Terms

ATSC Global Limited · terms for organisations that buy ATSC products through an authorised distributor or partner

| Field | Detail |
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| ATSC | ATSC Global Limited, registration number 745470, First Floor, Penrose 2, Penrose Dock, Cork City, Ireland, T23 YY09 · legal@atsc.global |
| Accepted by | The organisation named in the acceptance record (“you”), through ATSC’s acceptance flow or by signature |
| Your partner | The authorised ATSC distributor or partner named in your order (“your Partner”) |

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## 1. How these terms fit with your Partner

1.1 You bought an ATSC product (the “Product”) through your Partner. You have two contracts: one with your Partner, which governs price, invoicing, payment, your Partner’s own services and first-line support; and this one with ATSC, which governs your right to use the Product.

1.2 Your Partner is your first point of contact for orders, invoices and support, and escalates to ATSC as needed. Your Partner is not ATSC’s agent and cannot change these terms or make promises on ATSC’s behalf. If your contract with your Partner conflicts with these terms on a matter these terms address, these terms prevail.

## 2. What these terms include

2.1 These terms incorporate, in their versions current at your acceptance: the ATSC Acceptable Use Policy; the End User License Agreement, which binds each of your users; the AI Addendum, for any Product containing AI; the Data Processing Agreement, for personal data ATSC processes for you; the Security Schedule; the Exit, Portability and Switching Schedule; and, for software you run on your own infrastructure, Part 4 (On-Premise Software Terms) of the ATSC Master SaaS and Platform Agreement. In those documents, “the Customer” means you and “the Supplier” means ATSC, and the Fees are the amounts payable to your Partner.

2.2 Capitalised terms have the meaning given in ATSC’s Schedule 1 (Definitions).

## 3. Your right to use the Product

3.1 For as long as your subscription or license bought through your Partner is current and paid, ATSC grants you a non-exclusive, non-transferable right to use the Product, and to allow your Authorised Users and End Users to use it, for the modules, quantities, territory and term recorded in your order, for your own business purposes.

3.2 You must not: resell or sublicense the Product; copy, modify or reverse engineer it except as the law permits; use it to build a competing product; exceed your licensed quantities; or use it in breach of the Acceptable Use Policy or the AI Addendum.

3.3 Where your Product is software you run yourself, the self-reporting, verification, license-key and model-weight security obligations in Part 4 apply to you, and you send deployment reports to your Partner, who passes them to ATSC.

## 4. ATSC's commitments to you

4.1 ATSC warrants that the Product will perform materially in accordance with its Documentation and will be provided with reasonable skill and care. Hosted Products are provided in accordance with ATSC's Service Level Agreement at the tier in your order; any service credits are applied through your Partner.

4.2 ATSC shall defend you against third-party claims that the Product, as supplied by ATSC and used in accordance with these terms, infringes their intellectual property rights, on the terms of clause 10 of the Master SaaS and Platform Agreement.

4.3 ATSC hosts your data in the Hosting Region recorded in your order, processes personal data only on your instructions under the Data Processing Agreement, and does not use your data to train AI models made available to others.

## 5. If your Partner stops being an ATSC partner

5.1 If your Partner ceases to be an authorised ATSC partner, or stops paying ATSC for your Product, your right to use the Product continues. ATSC will contact you and offer you the choice to continue for the rest of your current term, at the same price, either directly with ATSC or through another authorised partner. ATSC will not suspend your Product because of your Partner's non-payment without giving you at least thirty (30) days' notice and that choice first.

5.2 Your data is not deleted while you transition, and you may export it at any time under the Exit Schedule.

## 6. Liability

6.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, fraud, or anything that cannot be limited by law.

6.2 Subject to clause 6.1, ATSC is not liable to you for loss of profits, revenue, business or goodwill, or for indirect loss. ATSC's total liability to you in any year is limited as set out in clauses 11.3 to 11.5 of the Master SaaS and Platform Agreement, calculated by reference to the fees paid for your Product in the preceding twelve months, whether paid to ATSC or to your Partner.

6.3 Your breach of clause 3.2, or of the license and model-weight obligations in Part 4, is not subject to any cap.

## 7. Term and ending

7.1 These terms apply while you have a current subscription or license for the Product. They end when it ends, or if either party terminates for the other's material breach not remedied within thirty (30) days of notice. The Exit Schedule applies on ending.

## 8. General

8.1 ATSC may update these terms and the documents they incorporate in accordance with clause 16 of the Master SaaS and Platform Agreement; no update materially reduces your rights during your current term.

8.2 These terms are governed by the laws of Ireland. Disputes are resolved by the courts of Ireland where you are established in the EU or EEA, and otherwise by arbitration under the ICC Rules by a sole arbitrator seated in Dublin. Part 5 (Country-Specific Terms) of the Master SaaS and Platform Agreement applies, including the South Africa terms.

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*End of End Customer Terms.*