



## PSP GENERAL TERMS OF SUPPLY: REPUBLIC OF IRELAND

### 1. Definition.

For the purposes of this Agreement, the following terms shall have the following meanings:

**“Additional Fee(s)”** means charges for changes or additional services provided from time to time as mutually agreed between the parties or as detailed in the Rate Card.

**“Affiliate”** means, in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of such body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being.

**“Agreement Date”** means the date both Parties agree to the terms of this Agreement.

**“Applicable Laws”** means all applicable laws, regulations and regulatory requirements of any relevant jurisdiction, as amended and in force from time to time.

**“Authorised Deliverers”** means agents of nationally recognised couriers.

**“Authorised Representative”** means any director or other duly authorised employee of PSP or of the Client.

**“Business Days”** means any day on which clearing banks are open for business in the Republic of Ireland, excluding Saturdays, Sundays, and bank holidays.

**“Business Hours”** means Monday – Friday, 8am – 6pm, on Business Days.

**“Client”** means the entity or individual listed as such on the Order Form.

**“Client Art”** means all of Client’s logos, promotional graphics and related marketing designs.

**“Client-Provided Data”** means any data collected in the registration process for the PSP Platform at the Site, whether provided by the Client or any Resident, such as Resident name, address, email, etc.

**“Client Required by Date”** means the planned date for the installation of the Equipment as set out in the Order Form.

**“Confidential Information”** means (a) the content of this Agreement; and/or (b) all Client-Provided Data and Derived Data.

**“Data Protection Legislation”** means applicable legislation protecting the personal data and privacy of natural persons, including the General Data Protection Regulation ((EU) 2016/679), any local applicable laws relating to the protection of privacy and personal data together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.

**“Derived Data”** means any data derived by Client’s or if applicable, Resident’s use of the PSP Platform.

**“Equipment”** means the Equipment identified in the Order Form and provided and installed by PSP at the Site.

**“EU Data Addendum”** means the standard group addendum at: [ask4.com/legal/eu-data-addendum](http://ask4.com/legal/eu-data-addendum).

**“Fees”** means all amounts payable by the Client under this Agreement, including the Hardware and Installation Fee, Recurring Fee, any Additional Fee(s) and any other fees or sums due under the Order Form or this Agreement.

**“Index”** means the official retail price index published in the country where the Site is located, or any successor index replacing it.

**“Initial Term”** means the committed period the Services shall be provided for as set out in the Order Form.

**“Insolvency Event”** means, in relation to a party: (a) it is unable to pay its debts as they fall due or is deemed or presumed insolvent under any Applicable Laws; (b) a moratorium, suspension of payments, or similar protection from creditors is declared or imposed in respect of it; (c) a petition is presented, an order is made, or a resolution is passed for its winding-up, liquidation, or dissolution (other than for the purposes of a solvent amalgamation or reconstruction); (d) an administration order is made, or any analogous officer, process or procedure is commenced under Applicable Laws for the purpose of reorganisation, rehabilitation or protection from creditors; (e) a receiver, administrator, administrative receiver, liquidator, trustee in bankruptcy, insolvency practitioner, or analogous officer is appointed in respect of it or any material part of its assets under any Applicable Laws; or (f) it enters into a compromise, composition, or arrangement with its creditors generally, or any class of them.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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 Form”** means the order form signed by the Client and PSP, which sets out the applicable PSP Platform, Fees, Initial Term and any other specific terms applicable to the Agreement.

**“Parcel Room”** means the designated room or area within the Site used for the delivery, storage and collection of parcels in connection with the Services and in which the Equipment is installed.

**“Purchased Equipment”** means the shelving or any other materials related to the room build (if any) set out in the Order Form or attached quote (excluding in all cases the CCTV cameras, kiosk and door controller portion of the Equipment is and shall remain sole property of PSP and title/ownership will not transfer to Client) that is purchased by the Client in consideration of the payment of an element of the Hardware and Installation Fee.

**“PSP”** means ASK4 Ireland Limited (or such other entity as is recorded on the Order Form).

**“PSP Operations Manual”** means the operational and user guidance issued by PSP to the Client relating to the use, management and administration of the PSP Platform. The version that applies to this Agreement is the version most recently provided by PSP.

**“PSP Platform”** means either the PSP Room Platform, the PSP Lite Platform or the PSP SmartVault Platform as specified in the Order Form.

**“PSP Room Platform”** means PSP’s proprietary managed Parcel Room system including a controlled entry system, kiosk-type entry controls, 24-hour video surveillance, parcel tracking, parcel notifications, and reporting (View Derived Data, View current parcel log for auditing purposes and View/add/edit/delete Client-Provided Data).

**“PSP Lite Platform”** means PSP’s proprietary concierge electronic parcel logging and notification system.

**“PSP Preparation Instructions”** means the technical document detailing the Parcel Room specifications and requirements that the Client must complete prior to PSP installing its Equipment. The version that applies to this Agreement is the version supplied by PSP with the Order Form, or, if not provided with the Order, the version most recently supplied or made available to the Client prior to signature.

**“PSP SmartVault Platform”** means PSP’s proprietary secure lockbox parcel cabinet system including a complete with entry controls, parcel logging, and notifications.

**“PSP Work Pack Questionnaire”** means the documents issued by PSP to the Client following signature of the Order Form requesting reasonable information on the Site, room design/layout, client systems and addresses of units to allow PSP to prepare for the installation and configuration of the PSP Platform.

**“Parties”** means PSP and the Client.

**“Party”** means either PSP or the Client.

**“Personal Data”** has the meaning given in the Data Protection Legislation.

**“Processing”** has the meaning given in the Data Protection Legislation.

**“Rate Card”** means attached the rate card attached to this Agreement as may be amended from time to time.

**“Renewal Period”** means 12 months unless otherwise stated in the Order Form.

**“Resident”** means an individual authorised by the Client to use the Services at the Site.

**“Services”** means the installation services, the Maintenance Service and the PSP Platform to be provided by PSP to the Client as more particularly specified in the Agreement.

**“Service Description”** means the attached descriptions of the applicable PSP Platform.

**“Site”** means the property or location identified in the Order Form at which the Equipment is to be installed and the Services are to be provided.

- 2. Installation.** PSP shall use reasonable endeavours to install the Equipment and enable the PSP Platform by the Client Required by Date subject to the Client’s: (a) compliance with the PSP Preparation Instructions; and (b) completion of the PSP Work Pack Questionnaire, no later than one month prior to the Client Required by Date.

Unless otherwise agreed, the Client shall build and maintain the Parcel Room to comply with the PSP Preparation Instructions. The Client must confirm to PSP that it has prepared all listed requirements prior to scheduling Equipment installation with PSP. In the event the Client cancels or requests to reschedule an installation appointment within 72 hours of the booking, a cancellation fee as set out in the Rate Card shall apply. Where PSP attends the Site and the Client has not complied with the PSP Preparation Instructions, an Additional Fee(s) shall apply.

- 3. PSP Platform.** The PSP Platform will perform in substantial conformity with the applicable Service Description.

PSP will offer the Client access to the PSP Platform solely for use with the Equipment. The following services are excluded unless expressly included in the Order Form (but may be available for Additional Fee(s)):

- (a) Branded PSP Platform Package – Branding of the iPad app splash screen, notification emails and SMS messages, and reminder emails with the Client’s information.
- (b) Additional Camera – Installation of an interior camera with 10-day video retention; subject to a per-camera charge and a monthly Service Fee.
- (c) Bespoke Signage Package – Custom interior Parcel Room signage categorising shelving by Unit Number.
- (d) Bespoke Shelving Package – Custom shelving for the interior of the Parcel Room.
- (e) Property Management System Integration Package – Integration of the PSP Platform with the Client’s Property Management System to facilitate automated data synchronisation (including resident, tenancy and unit data), subject to system compatibility, third-party consents and access rights.

#### **4. Terms of Payment.**

**4.1 Hardware and Installation Fee:** Unless otherwise specified in the Order Form, the Hardware and Installation Fee shall be invoiced on signature of the Order Form and shall be paid before any Equipment is installed.

**4.2 Recurring Fee:** Unless otherwise stated in the Order Form, PSP may charge the Recurring Fees annually in advance from the Client Required by Date. If installation of the PSP Platform has not occurred by the Client Required by Date due to PSP’s delay, PSP will not charge the Recurring Fees until installation occurs. PSP shall be entitled to charge the Recurring Fees from the Client Required by Date even if the PSP Platform has not been installed where any delay is caused by the Client’s breach of this Agreement. If the PSP Platform has not been installed (or is installed but is not in use by Residents) on the Client Required by Date, PSP may agree not to charge the Recurring Fees from the Client Required by Date provided that where PSP does so defer billing of the Recurring Fee, the Initial Term shall commence from the same date as billing commences not the Client Required by Date.

**4.3 Indexation:** PSP may increase any Recurring Fees as well as the agreed rates for other charges by giving the Client at least thirty (30) days' written notice. Any increase shall not exceed the percentage change in the Index between:

- (a) the Index last published on the later of: (i) the Client Required by Date; or (ii) the effective date of the previous increase under this clause; and
- (b) the Index published before PSP issued the relevant notice of price increase.

No increase shall take effect during the first twelve (12) months following the Client Required by Date, or more than once in any Renewal Period.

**4.4 Renewal Pricing:** On expiry of the Initial Term, PSP may apply its then-current pricing applicable to equivalent rolling term contracts by giving the Client at least thirty (30) days' written notice.

**4.5 Third Party Payment:** In the event that the Client elects to have a third-party who is performing construction services under its instruction at the Site issue a purchase order for any portion of the Fees, PSP will invoice that third-party C/O the Client provided that:

- (a) the Client made such a request naming its instructed third party to PSP no later than ten (10) Business Days before the relevant invoice is due to be issued;
- (b) the Client shall ensure that such instructed third party will abide by the payment terms in this Agreement (including ensuring it will hold no retention of any funds payable to PSP);
- (c) no third-party purchase orders, terms or conditions shall apply or supersede the terms of this Agreement (and the Client shall indemnify PSP for any claims made under any purchase orders, terms or conditions); and
- (d) this election does not relieve the Client of its obligation to pay if the third-party does not make payment of the relevant Fees in accordance with this Agreement.

**4.6 General:** All Fees are exclusive of VAT (where applicable) and invoices are due and payable within thirty (30) days of issue. PSP may at its discretion suspend all Services where payment has not been made in full by the due date.

**5. Representations and Warranties.** Each Party hereby represents and warrants to the other Party that:

- (a) it has the full right, power and authority to enter into this Agreement;
- (b) this Agreement is a valid and binding obligation of such Party; and
- (c) it has obtained and shall maintain throughout the term of this Agreement all necessary licenses, authorisations, approvals and consents to enter into and perform its obligations hereunder in compliance with all Applicable Laws, rules and regulations.

**6. Data Protection.** The parties have determined that, for the purposes of the Data Protection Legislation, the Client is the Controller and PSP is a Processor in respect of the Personal Data. The Client warrants that all Personal Data that the Client provides to PSP in respect of the Residents during the course of this Agreement will at all times be collected and processed in accordance with Data Protection Legislation and without limitation the Client will ensure that the Residents have been given the required notification as to the lawful basis on which the transfer of their Personal Data is carried out (and where such lawful basis is the data subject's consent, such consent is express and informed). The Parties acknowledge that regulatory amendments to this Agreement may be required to comply with the Data Protection Legislation in the future. The Parties will review this Agreement and negotiate in good faith any additional provisions that may be required in order for the processing of Personal Data under this Agreement to comply with each party's obligations under the Data Protection Legislation. The terms of the PSP Data Processing Agreement shall apply to the Processing of Personal Data by PSP under this Agreement and PSP warrants that it shall comply with the PSP Data Processing Agreement.

**7. Equipment.** Subject to the Client's compliance with this Agreement, PSP shall be responsible for the proper operation, routine maintenance, and servicing of the Equipment (excluding the Purchased Equipment) during the Initial Term ("**Maintenance Service**"). In the event any of the Equipment is not functioning properly, PSP will endeavour to remotely repair the Equipment within 8 Business Hours, or within 48 Business Hours if a service trip is required. Any replacement of any Equipment shall be of like-kind Equipment. The Maintenance Service shall only include remedying Equipment malfunction during normal use and, damage due to the acts, omissions or gross negligence of PSP. Maintenance Service does not include any obligation to replace or remedy firmware issues in third party software, including firmware installed on cameras or door access systems, to the extent such issues are outside PSP's control. The Client shall be responsible for all other damage including for any damage caused by:

- (a) fire, flood and other standard insured building risks;
- (b) Authorised Deliverers;

- (c) Client's staff, agents and contractors or Residents in their use of the Equipment; and
- (d) breach of this Agreement by the Client.

PSP shall be entitled to payment of the fees and expenses incurred by PSP for any servicing, repair or replacement of the Equipment beyond the scope of the Maintenance Service. Any diagnostic support or call support shall be provided in English.

**8. Client Obligations.** The Client shall:

- (a) protect the Equipment from damage beyond normal wear and tear;
- (b) allow Authorised Deliverers or agents of nationally recognised carriers access to the Equipment for the purpose of making deliveries;
- (c) register each Resident at <https://manager.parcelsafeplace.com> in order to activate and use the Equipment
- (d) ensure that the Equipment has access to internet (at least 100Mbps upload and 100Mbps download speeds) and power sufficient to access and run the PSP Platform;
- (e) promptly notify PSP in the event of any damage or malfunction to the Equipment, and not attempt to fix any Equipment itself or by any third-party not authorised by PSP;
- (f) comply with the PSP Operations Manual and ensure the Client's staff, agents and contractors comply with it when using or administering the Services;
- (g) determine if Resident use of the Service is mandatory and ensure that any requirement for Residents to use the Parcel Room, or any restriction on alternative delivery arrangements, complies with Applicable Laws; and
- (h) To the extent not managed by the Authorised Deliverers, manage any parcels delivered for former Residents, including their handling, storage, redirection or disposal.

**9. Liability.**

**9.1 Liabilities which are not limited:** Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct; (d) to the extent such limitation or exclusion is not permitted by Applicable Laws, gross negligence; (e) liability under any mandatory product liability or consumer protection laws; and (f) any other liability which cannot lawfully be limited or excluded.

**9.2 Liability exclusions:** Subject to clauses 9.1 and 9.6, neither party shall be liable (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) for: (a) any indirect or consequential loss or damage; and/or (b) any of the following losses, whether incurred directly, indirectly or as a result of consequential loss or damage: loss of production; loss or corruption of data; loss of profits; loss of revenue; loss of time; loss of opportunity; loss of goodwill; or loss of anticipated savings, even if advised of the possibility of such losses.

**9.3 Liability cap:** Subject to clauses 9.1 and 9.6, the total aggregate liability of either party (including its Affiliates) to the other party for all claims, losses and causes of action arising out of or in connection with this Agreement (whether in contract, tort (including negligence), warranty or otherwise) shall not exceed €5,000.00 per event.

**9.4 Parcel liability:** Notwithstanding clause 9.3 and subject to clause 9.1, PSP shall not be liable to the Client for loss of or damage to any parcels or other items in the Parcel Room, PSP shall have no liability for loss or damage resulting from: (a) forced entry to the Parcel Room; (b) damage to the Equipment; (c) failure of the Equipment after the Client became aware of such failure (including pending PSP's repair or replacement, the Client being responsible for securing the Parcel Room); (d) fire or flood; (e) any theft or damage caused by the Client's staff, agents or contractors; or (f) any Resident accessing the Parcel Room using credentials issued by PSP.

**9.5 Data liability:** Notwithstanding clause 9.3 and subject to clause 9.1, the Client acknowledges the PSP Platform relies on accurate Client-Provided Data supplied and maintained by the Client. PSP has no obligation to verify its accuracy or whether the Client has the right to provide that data and/or deploy the PSP Platform. If Client-Provided Data is not accurate or not correctly maintained by the Client, PSP is not liable for any loss or issue in connection with that data, including any delivery error or access issue.

**9.6 Liability period:** Any claim by the Client against PSP must be brought within twelve (12) months of the date of the event giving rise to the claim; otherwise, it shall be time-barred. Where a claim relates to or requires CCTV footage, the Client must bring that claim within the retention periods set out in the PSP Operations Manual. The Client acknowledges that PSP is required to delete CCTV footage in accordance with Data Protection Legislation and the retention periods set out in the PSP Operations Manual, which forms part of this Agreement and is binding on the Client.

**9.7 Liability for Fees:** Nothing in this clause 9 or in this Agreement shall exclude or limit the Client's obligation to pay, without set-off, any Fees or other amounts due under this Agreement.

**10. Warranties.** Unless expressly set forth in this Agreement (and only to the full extent permitted by applicable law) PSP makes no warranty, express or implied, with respect to any matter, and expressly disclaims any implied warranties or conditions of non-infringement, merchantability and fitness for any particular purpose. PSP does not warrant that access to or the use of the PSP Platform will be uninterrupted or error free, PSP does not warrant the results of use of the PSP Platform or Equipment. The Client assumes all risk and responsibility with respect thereto. The Client should note that in using the PSP Platform and Equipment, sensitive information may travel through third party infrastructures which are not under PSP's control (such as third-party servers). PSP makes no warranty with respect to the security of such third-party infrastructures.

## **11. Intellectual Property.**

**11.1 PSP Platform:** PSP shall own and retain all right, title, and interest in and to the PSP Platform and related Intellectual Property Rights (except for any licensed content and software components included therein). The Client agrees not to copy, alter, modify, or create derivative works of the PSP Platform or otherwise use the PSP Platform in any way that violates the use restrictions contained in this Agreement. PSP does not grant to the Client any license, express or implied, to the intellectual property of PSP or its licensors. The Client acknowledges that the PSP Platform contains proprietary confidential information of PSP and in order to protect such confidential information, other Intellectual Property Rights and other interests PSP may have in the PSP Platform, the Client agrees not to disassemble, decompile or reverse engineer the PSP Platform, or permit any third-party to do so.

**11.2 Client-Provided Data:** The Client shall own and retain all right, title and interest in and to any data Client-Provided Data provided that the Client grants to PSP a worldwide, royalty-free, non-exclusive license to use the Client-Provided Data, solely as is necessary for purposes of fulfilling its obligations under this Agreement.

**11.3 Derived Data:** The Client shall own and retain all right, title, and interest in and access to any Derived Data. The Client grants PSP an irrevocable, non-exclusive, worldwide, royalty-free license to use the Derived Data on an aggregate basis and as necessary to provide and improve the Services.

**11.4 Client Logos and Designs:** The Client shall retain all right, title and interest in Client Art. The Client hereby grants to PSP a worldwide, royalty-free, non-exclusive license to use the Client Art, as well as Client's corporate and/or trade name, for purposes of fulfilling its obligations under this Agreement and for listing Client as a customer on PSP's website, and in PSP's proposals to and other similar marketing collateral to current and prospective clients. All other uses of Client Art require the prior express written consent of Client following the delivery of complete and accurate disclosure and description of proposed use of Client Art.

**12. Confidentiality.** During the term of this Agreement, and for two (2) years following termination, neither Party will, subject to the licenses granted in clause 11(3) above, use, sell or disclose any Confidential Information of the other Party except as specifically contemplated herein. The foregoing restriction does not apply to information that:

(a) is independently developed by the receiving Party without access to the other Party's Confidential Information; (b) becomes publicly known through no breach of this clause 12 by the receiving Party; (c) has been rightfully received from a third-party authorised to make such disclosure; (d) has been approved for release in writing by the disclosing Party; or (e) is required to be disclosed by a legal or governmental authority.

**13. Term.** This Agreement commences on the Agreement Date and, unless terminated earlier, shall continue in respect of each Service for the Initial Term for that Service, whereupon it shall either continue for the Renewal Period (and subsequent Renewal Periods) unless either party provides no less than 3 months' prior written notice to expire at the end of the Initial Term or the then current Renewal Period is provided.

**14. Termination.** Either party may terminate this Agreement during the Term:

(a) in the event that the other party is in material breach of this Agreement and fails to cure the breach within thirty (30) days of receiving written notice thereof;

(b) for convenience by providing thirty (30) days' written notice of its intent to do so to the other;

(c) if the other party is subject to an Insolvency Event.

Should the Client terminate under clause 14(b) or PSP terminate under clauses 14(a) or 14 (c), the Client shall pay to PSP an amount equal to the Fees remaining payable for the Initial Term, or a relevant Renewal Period as the case may be, plus any applicable taxes, within thirty (30) days following receipt of a valid invoice from PSP.

If the Client terminates this Agreement under clause 14(a) or clause 14(c), no Fees shall be payable for any period after the termination date, without prejudice to the Client's obligation to pay any Fees properly accrued up to that date.

Upon termination, the Client will remain liable for any amounts due under this Agreement up to the date of termination, and PSP will promptly return to the Client all Client-Provided Data in PSP's possession or control.

- 15. Trial Period.** At the end of the trial period set out in the Order Form, if the Client has not notified PSP in writing that it intends to end the trial then the Initial Term shall commence from the end of the trial period and Fees shall become payable from that date. If the Client notifies PSP that it intends to terminate at the end of the trial period all Equipment shall be returned to PSP at the Client's expense in full working order and if the Equipment is not so returned, PSP can charge the Client for the full cost of the Equipment.
- 16. Room Builds.** If PSP undertakes the physical build of a Parcel Room, it shall install to the specification in the Order Form (the "**Works**"). The Client shall be solely responsible for:
- (a) obtaining, maintaining, and complying with all necessary building control approvals, consents, inspections, and sign-offs in relation to the Works (if any) ; and
  - (b) determining the appropriateness of the methods used in the context of the fire strategy, fire safety case, and/or other building control requirements applicable to the Works. This includes compliance with local building regulations and fire safety laws (and any special obligations for certain high-risk or high-rise buildings under local law).

Neither PSP nor any PSP subcontractor shall have any liability, whether in contract, tort (including negligence), or otherwise, for: (a) the adequacy or appropriateness of the firestopping method or employed as against the Client's fire strategy or applicable building control requirements; or compliance with building control approvals or the building safety laws applicable in the site's jurisdiction (including any obligations applicable to high-risk or high-rise buildings under local law). Responsibility for all such matters shall rest exclusively with the Client. Risk and title in all materials installed as part of the Works shall pass to the Client on completion of the Works and for the avoidance of doubt, the Maintenance Service does not include any repairs to the Works or otherwise to the physical Parcel Room.

- 17. Vaults.** PSP confirms the structure and casing (including the sign and handle) of the PSP SmartVault Platform are made on non-combustible materials. The Client acknowledges and agrees that the PSP SmartVault Platform is not designed, tested or marketed as a fire-rated product (it is not designed to suppress, contain or delay a fire originating within the Vault nor is it designed to resist or prevent the spread of an external fire to the contents of the PSP SmartVault Platform). The Client confirms that: it is solely responsible for ensuring that the installation location, positioning and use of the PSP SmartVault Platform such that with all applicable fire safety legislation, building regulations and fire strategy requirements; and PSP has not provided and does not provide any advice or warranty in respect of fire safety compliance or suitability of the installation location. To the fullest extent permitted by law, PSP shall have no liability arising out of or in connection with any fire originating in, spreading to, or otherwise involving the PSP SmartVault Platform.
- 18.** PSP may update these Terms to correct typographical errors, reflect changes in Applicable Laws, or make changes that do not materially reduce the Services without prior notice. For any other changes, PSP will publish the updated version and provide written notice of the changes on PSP's website or via the PSP Platform. Updates take effect thirty (30) days after publication. If the Client objects to an amendment, the Client must notify PSP within thirty (30) days of publication. If the Client does not object within that period, the Client will be deemed to have accepted the amendments.

- 19. Miscellaneous.** This Agreement (and the Order Form hereto) shall not be amended, altered or changed and no provision hereof shall be waived except by written agreement signed by both Parties or, in the case of a waiver, by the Party waiving compliance. Neither Party shall assign any of its rights, obligations or licenses hereunder without the prior written consent of the other Party; *provided, however*, that PSP may assign this Agreement and its rights and obligations hereunder to a successor of such Party by way of merger, consolidation or acquisition of all or substantially all of the assets or business of PSP so long as such successor shall agree to be bound by all of the terms and provisions hereof. If the Client is no longer the owner or operator of the Site, it shall novate this Agreement to a purchaser or new operator of the Site within 30 days of such a sale or termination of operational agreement. If no such novation is agreed, PSP shall be entitled to terminate and the Client shall be liable for all outstanding Fees due over the Initial Term or then current Renewal Period. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. PSP and the Client are independent contractors, and neither PSP nor the Client is an agent, representative, employer, employee, or partner of the other. This Agreement sets forth the entire agreement between PSP and the Client. No one other than a party to this Agreement shall have any right to enforce any of its terms. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Each Party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Any formal notice under this Agreement (including a notice of termination, material breach or any matter expressly

stated in this Agreement to require formal notice) must be sent by email and by a nationally recognised express delivery service. Notices to the Client must be sent to the email address specified in the Order Form or to the Client's registered office. Notices to PSP must be sent to [legal@parcelsafeplace.com](mailto:legal@parcelsafeplace.com) and to PSP's registered office. A notice sent by email is deemed received at the time of transmission, provided that the sender does not receive a delivery failure notification. A notice sent by a nationally recognised express delivery service is deemed received on delivery. For the avoidance of doubt, updates to these Terms under clause 18 do not constitute formal notices and are not subject to this clause. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party. If any provision contained in this Agreement is determined to be unenforceable in any respect, then such provision will be severed, and the remaining provisions of this Agreement will remain in full force and effect.

If the Client entered into the Agreement between 12 December 2025 and 13 May 2026 the applicable T&Cs are [HERE](#).  
If the Client entered into the Agreement between 14 May 2026 and 06 July 2026 the applicable T&Cs are available [HERE](#).

## **PSP DATA PROCESSING AGREEMENT**

In this Data Processing Agreement: **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** shall have the meaning given in the Data Protection Legislation. Other defined terms have the meaning given to them in the PSP GENERAL TERMS OF SUPPLY.

### **1. Data Protection**

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. In this clause 1, **Applicable Laws** means (for so long as and to the extent that they apply to PSP) the law of the European Union, the law of any member state of the European Union.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and PSP is the Processor. Clause 2 below sets out the scope, nature and purpose of processing by PSP, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 1.3 Without prejudice to the generality of clause 1.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PSP and/or lawful collection of the Personal Data by PSP on behalf of the Client for the duration and purposes of this Agreement.
- 1.4 Without prejudice to the generality of clause 1.1, PSP shall, in relation to any Personal Data processed in connection with the performance by PSP of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of the Client or otherwise only to the extent necessary to provide the Services to Residents (as the Data Subjects) unless PSP is required by Applicable Laws to otherwise process that Personal Data. Where PSP is relying on Applicable Laws as the basis for processing Personal Data, PSP shall promptly notify the Client of this unless those Applicable Laws prohibit PSP from so notifying the Client;
  - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the European Economic Area unless: (i) the transfer is to a country or territory in respect of which the European Commission has made an adequacy decision under Article 45 of Regulation (EU) 2016/679; or (ii) appropriate safeguards have been put in place in accordance with Article 46 of Regulation (EU) 2016/679, such as the Standard Contractual Clauses adopted by the European Commission;
- 1.5 PSP may only authorise a third-party (subcontractor) to Process the Personal Data if:
- (a) the Client is provided with an opportunity to object to the appointment of each subcontractor within 5 Business Days after PSP supplies the Client with full details in writing regarding such subcontractor; and
  - (b) PSP enters into a written contract with the subcontractor that contains terms necessary to ensure such sub processing is compliant with Data Protection Legislation, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts.

### **2. Processing by PSP**

- (a) Scope: PSP will process Personal Data concerning Residents provided by the Client or directly by the Tenants;

- (b) Nature: contact details, identification details;
- (c) Purpose of processing: to subscribe Residents to the Services, to provide notifications to Residents when parcels arrive or in respect of other matters relevant to the Services; to verify Residents' identity when accessing the Parcel Room or otherwise contacting PSP about the Services; to provide details to the Client when questions arise in respect of the Services (for example to identify who took a particular parcel);
- (d) Duration of the processing: for as long as a Resident has subscribed to the Services;
- (e) Types of Personal Data: Names, addresses, email addresses, contact phone numbers; and images of the Resident when accessing the Parcel Room taken for security purposes
- (f) Categories of Data Subject: Residents.

## RATE CARD

<b>Fee</b>	<b>Notes</b>	<b>Additional Fee (ex VAT)</b>
Cancellation Fee	Client cancels or requests to reschedule an installation appointment within seventy-two (72) hours of the booking,	€400
Aborted Visit Fee	Where PSP attended the Site and the PSP Preparation Instructions have not been complied with, an aborted visit as set out in the Rate Card shall apply	€1500 plus any travel costs undertaken by PSP
Repair Visit Fee	<p>Applicable where a repair visit is required as a result of damage to the Equipment caused by the Client's breach of this Agreement or otherwise falling outside of scope of the Maintenance Service.</p> <p>PSP will attempt a remote fix where possible to ensure Fees are only incurred where necessary.</p> <p>Regular hardware repairs and servicing will be performed at no additional cost.</p>	€100.00 per hour on site with a minimum Fee of 4 hours, plus travel costs

## **SERVICE DESCRIPTION**

### **Parcel SafePlace Room Platform**

- Provides a secure, self-service parcel delivery and collection solution within a dedicated Parcel Room located in the building.
- Provides a secure interface to allow carriers to record parcels delivered to the room against the standard delivery address for the relevant unit.
- Residents receive automated notifications (by email and/or SMS) when a parcel is delivered.
- Notifications include unique access credentials (such as an access code or QR code) enabling entry to the Parcel Room.
- Access is controlled and monitored through the Parcel SafePlace system, which automatically deactivates used or expired codes.
- Residents may enter the Parcel Room to collect parcels at their convenience, without staff involvement.
- The platform provides auditable, secure, and convenient parcel collection for residents and reduces the operational burden on on-site staff.

### **Parcel SafePlace Lite Platform**

- Provides a managed parcel collection solution operated through on-site reception or management staff.
- Provides a secure interface to allow carriers to record parcels delivered to the room against the standard delivery address for the relevant unit.
- Residents are notified automatically (by email and/or SMS) when a parcel is ready for collection.
- Notifications include a digital collection code or QR code to be presented at the Parcel SafePlace kiosk or to reception staff.
- Reception or authorised staff verify the collection code and hand the parcel to the resident.
- The system records and tracks all parcel receipts and collections, ensuring secure and transparent parcel management.
- Enables buildings without a dedicated Parcel Room to provide a structured and efficient parcel handling process.

### **Parcel SafePlace SmartVault Platform**

- Provides a secure, automated parcel storage and retrieval solution through smart lockers or vault units located on site.
- Parcels are delivered directly into individual locker compartments linked to the intended recipient's address or unit.
- Residents are automatically notified (by email and/or SMS) upon delivery, with a one-time access code or QR code for collection.
- Residents may collect parcels directly from the assigned locker using the provided credentials.
- The system supports multiple parcel sizes and can manage concurrent deliveries for multiple residents.
- Access and usage are logged electronically, maintaining full auditability and security of parcel handling.
- Designed to operate without on-site staff involvement, providing a fully digital, scalable parcel management solution.