

PURE NETWORKS LIMITED

Registered in Ireland · Company No. 543482

Unit 9, Ardavan Business Park, Ardavan, Wexford, Co. Wexford, Y35 XT53

STANDARD TERMS AND CONDITIONS OF SUPPLY

*Supply of Hardware, Software Licences and Subscriptions,
and ad hoc Professional Services*

These Conditions govern the transactional supply of goods, licences and ad hoc professional services by Pure Networks Limited. They do not apply to managed services or any recurring engagement, which are supplied under the Company's Master Services Agreement and an executed Statement of Work.

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GOVERNED BY THE LAWS OF IRELAND

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The Schedule follows clause 27.

These standard terms and conditions of supply (the **Conditions**) set out the terms on which Pure Networks Limited supplies hardware, software licences and subscriptions, and ad hoc professional services to its business customers. The Customer's attention is drawn in particular to clause 19 (Limitation of liability).

PART A — APPLICATION AND FORMATION OF CONTRACT

1. Definitions and interpretation

In these Conditions the following definitions apply:

Applicable Data Protection Laws: all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the GDPR and the Data Protection Act 2018.

Applicable Laws: all applicable laws, statutes, directives and regulations from time to time in force.

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

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

Charges: the prices for the Goods, Licences and/or Professional Services set out in the Order, together with any Expenses and Third Party Costs.

Conditions: these standard terms and conditions of supply, as amended from time to time in accordance with clause 25.1.

Confidential Information: all information (however recorded or preserved) that one party discloses or makes available to the other party in connection with the Contract and which is either expressly identified in writing as confidential or is objectively of an obviously confidential nature, including information relating to the Charges or to the Supplier's operations, products, processes, trade secrets or know-how, and excluding the information described in clause 17.4.

Contract: the contract between the Supplier and the Customer for the supply of Goods, Licences and/or Professional Services formed in accordance with clause 3.

Customer: the person or firm identified as the customer in the Order.

Deliverables: any report, configuration, design, document or other output produced by the Supplier for the Customer in the course of performing Professional Services.

EULA: the end user licence agreement, subscription agreement, terms of service or equivalent terms imposed by the relevant OEM in respect of any Licence, Goods or OEM-delivered service.

Expenses: the cost of travel, accommodation, subsistence and other ancillary expenses reasonably incurred by Supplier Personnel in connection with the Professional Services.

Goods: the hardware and any associated physical media or equipment supplied by the Supplier to the Customer under an Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to use and protect 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, subsisting now or in the future in any part of the world.

Licences: the software licences, subscriptions, support entitlements, cloud entitlements and other OEM-delivered rights of use resold by the Supplier to the Customer under an Order.

Losses: all liabilities, damages, losses, fines, awards, expenses and costs (including interest, penalties, reasonable legal costs and reasonable professional costs and expenses).

MSA: any Master Services Agreement in force between the Supplier and the Customer.

OEM: the original equipment manufacturer, software publisher, cloud provider or other third party that produces, licenses or delivers any Goods, Licence or service resold or implemented by the Supplier, including Palo Alto Networks and Horizon3.ai.

Order: the Customer's order for Goods, Licences and/or Professional Services, whether placed by signing the Supplier's quotation or order form, by written purchase order, or by written confirmation of acceptance of a quotation.

Professional Services: the professional, advisory, configuration, break-fix, upgrade and other technical services described in an Order, supplied on a time and materials basis unless the Order expressly states otherwise.

Supplier: Pure Networks Limited, incorporated and registered in Ireland with company number 543482, whose registered office is at Unit 9, Ardavan Business Park, Ardavan, Wexford, Co. Wexford.

Supplier Personnel: all employees, workers, agents, consultants, contractors and other representatives of the Supplier or any of its subcontractors engaged in the performance of the Contract.

Third Party Costs: the cost to the Supplier of any materials or services procured from third parties nominated by the Customer for the purposes of an Order.

VAT: value added tax chargeable in Ireland.

- 1.1 Clause headings do not affect the interpretation of these Conditions. Words in the singular include the plural and vice versa. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made under it. Any words following the terms "including", "include", "in particular" or "for example" are illustrative and do not limit the sense of the words preceding them.
- 1.2 A reference to "writing" or "written" means any communication in written form, whether in hard copy or by email, and includes documents in digital formats (such as PDF or Word) capable of being stored and reproduced. It excludes instant messaging, SMS and communications via social media or messaging platforms such as WhatsApp, Slack or similar.

2. Application of these Conditions

- 2.1 These Conditions apply to, and are the only terms and conditions on which the Supplier supplies, Goods, Licences and Professional Services on a transactional basis. They apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any terms and conditions printed on, delivered with, or referred to in the Customer's purchase order, order acknowledgement, portal, specification or other document shall have no effect and are expressly rejected, notwithstanding that the Supplier may perform the Contract, deliver Goods or accept payment after receipt of such document.
- 2.3 Where an MSA is in force between the parties and the supply falls within its scope, the MSA and the relevant Statement of Work prevail over these Conditions to the extent of any conflict. Where no MSA is in force, or the supply falls outside its scope, these Conditions govern.
- 2.4 These Conditions apply only where the Customer is acting in the course of a business. The Supplier does not contract with consumers on these Conditions.

- 2.5 Order of precedence. In the event of conflict, the following order of precedence applies, the first-listed prevailing to the extent of the conflict:
- (a) any MSA and Statement of Work in force;
 - (b) the Order, as to commercial terms only, namely quantities, specification, Charges and dates;
 - (c) these Conditions; and
 - (d) any other document referred to. The relevant EULA governs the Customer's use of the Licence itself, as set out in clause 9.

3. Quotations, Orders and formation of contract

- 3.1 A quotation issued by the Supplier is an invitation to supply only and does not constitute an offer. Unless it states otherwise, a quotation is valid for 30 days from its date and lapses automatically thereafter.
- 3.2 The Order constitutes an offer by the Customer to purchase the Goods, Licences and/or Professional Services in accordance with these Conditions. The Customer is responsible for ensuring that the Order is complete and accurate.
- 3.3 No Order is accepted, and no Contract is formed, until the Supplier issues a written acceptance of the Order or (if earlier) despatches the Goods or commences the Professional Services. The Supplier may decline any Order in its absolute discretion, including where an OEM declines to accept the corresponding purchase order or where the Customer's credit position is unsatisfactory.
- 3.4 Notwithstanding clause 3.1, the Supplier may withdraw or re-price a quotation at any time before the Order is accepted where the Charges are affected by a change in OEM or distributor list, deal-registration or programme pricing, a movement in currency exchange rates, or the imposition or variation of any duty, tariff, levy or tax. Where the Supplier re-prices under this clause, the Customer may withdraw its Order within five Business Days without liability.
- 3.5 Where the Order is placed against a deal registration, special bid or OEM promotional price, the Charges are conditional on that pricing being confirmed and remaining available to the Supplier at the point the corresponding OEM order is placed.

4. Charges, invoicing and payment

- 4.1 The Charges are as set out in the Order. Where Professional Services are supplied on a time and materials basis:
- (a) the day rates are those set out in the Order;
 - (b) a day rate is calculated on the basis of an eight-hour day worked during Business Hours, charged pro rata for part days; and
 - (c) work performed outside Business Hours is charged at the out-of-hours rates set out in the Order or, if none, at 150% of the applicable day rate (200% on Sundays and public holidays in Ireland).
- 4.2 The Customer shall reimburse the Supplier for Expenses and Third Party Costs, which are excluded from the Charges. The Supplier shall obtain the Customer's prior written approval before incurring Expenses or Third Party Costs exceeding €1,000 in any calendar month, and shall provide invoices or receipts on request.
- 4.3 Unless the Order states otherwise, the Supplier shall invoice Goods on or at any time after despatch; Licences in full and in advance on acceptance of the Order; and Professional Services monthly in arrears for time and materials engagements, or on the milestones stated in the Order for fixed-price engagements.

- 4.4 The Customer shall pay each invoice in full and in cleared funds within 30 days of the date of invoice, to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 4.5 Where the Customer has not been granted a credit account, or where the Order exceeds any credit limit notified by the Supplier, the Supplier may require payment in full, or such deposit or stage payment as it reasonably requires, before accepting the Order or despatching the Goods.
- 4.6 All sums payable under the Contract are exclusive of VAT, which the Customer shall pay in addition on delivery of a valid VAT invoice. The Customer shall pay all sums in full without set-off, counterclaim, deduction or withholding, other than any deduction or withholding of tax required by law, in which case the Customer shall pay such additional amount as leaves the Supplier with the amount it would have received absent the deduction or withholding.
- 4.7 Without prejudice to any other right or remedy, if the Customer fails to pay any sum due by the due date:
- (a) interest shall accrue on the overdue sum from the due date until payment, whether before or after judgment, daily at the rate prescribed under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580/2012), being the European Central Bank main refinancing rate plus eight percentage points, and the Supplier shall in addition be entitled to the statutory compensation and to recover its reasonable costs of recovery (including legal fees);
 - (b) the Supplier may suspend delivery of any Goods, provisioning or renewal of any Licence, and performance of any Professional Services, under that or any other Order, until payment has been made in full; and
 - (c) all sums owing by the Customer to the Supplier under any Order shall become immediately due and payable.
- 4.8 The Customer shall notify the Supplier of any bona fide dispute in respect of an invoice within 14 days of the invoice date, giving reasonable detail. The Customer shall pay the undisputed balance of the invoice by the due date.

PART B — SUPPLY OF HARDWARE

5. Delivery

- 5.1 The Supplier shall deliver the Goods to the location stated in the Order. Delivery is completed on the arrival of the Goods at that location, or on collection by the Customer or its carrier where the Order so provides.
- 5.2 Any dates quoted for delivery are estimates only. Time of delivery is not of the essence. The Supplier is not liable for any delay in delivery caused by an event outside its reasonable control, by the Customer's failure to provide adequate delivery instructions or access, or by any delay, allocation, backlog or shortage on the part of an OEM, distributor or carrier.
- 5.3 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. A delay in delivery or a defect in one instalment does not entitle the Customer to cancel any other instalment.
- 5.4 The Customer shall inspect the Goods on delivery and shall notify the Supplier in writing of any shortage, damage in transit, or delivery of incorrect Goods within five Business Days of delivery. If the Customer does not do so, the Goods are deemed accepted, and the Supplier shall have no liability in respect of such shortage, damage or error.
- 5.5 If the Customer fails to take delivery of the Goods within five Business Days of the Supplier notifying it that the Goods are ready, the Supplier may store the Goods until delivery takes place and charge the Customer

for all related costs (including storage and insurance), and delivery shall be deemed to have taken place on the date of that notification for the purposes of clause 6.

6. Risk and title

- 6.1 Risk in the Goods passes to the Customer on completion of delivery in accordance with clause 5.1 (or on deemed delivery under clause 5.5).
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full and in cleared funds of the Charges for those Goods and all other sums which are, or which become, due to the Supplier from the Customer under any Order or other agreement between them.
- 6.3 Until title passes, the Customer shall:
- (a) hold the Goods as bailee for the Supplier;
 - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - (e) notify the Supplier immediately if it becomes subject to any of the events listed in clauses 21.2(b) to 21.2(f).
- 6.4 At any time before title passes, the Supplier may require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, may enter any premises of the Customer, or of any third party where the Goods are stored, in order to recover them. The Customer grants the Supplier, its agents and employees an irrevocable licence to do so.
- 6.5 The Customer may resell or use the Goods in the ordinary course of its business before title passes, but any such resale is a sale of the Supplier's property on the Customer's own behalf and the Customer shall hold the proceeds on trust for the Supplier to the extent of the sums outstanding.

7. Hardware warranty

- 7.1 The Goods are covered exclusively by the warranty, return-to-base, advance replacement, RMA and support terms of the relevant OEM, on the terms and for the duration published or supplied by that OEM. The Supplier gives no warranty of its own in respect of the Goods.
- 7.2 To the extent it is legally able to do so, the Supplier assigns to the Customer the benefit of the OEM warranty in respect of the Goods. Where assignment is not permitted, the Supplier shall use reasonable endeavours to pass on to the Customer, and to administer on the Customer's behalf, the benefit of that warranty, at the Customer's cost where the Supplier's involvement is not within the scope of an active support entitlement.
- 7.3 The Supplier warrants that, on delivery, the Goods will be free from material defect in the packaging and labelling applied by the Supplier and will correspond to the description in the Order. This warranty does not extend to the design, manufacture, firmware, performance, fitness for purpose or merchantable quality of the Goods themselves, which are matters for the OEM.
- 7.4 Except as set out in this clause 7, and to the fullest extent permitted by law, all conditions, warranties, representations and other terms implied by statute or common law are excluded from the Contract, including the conditions implied by sections 12 to 15 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980) and section 39 of the Sale of Goods and Supply of Services Act 1980. The parties acknowledge that this exclusion is fair and reasonable, having regard to the fact that the Charges are calculated on the basis that the OEM warranty is the Customer's remedy in respect of the Goods,

and that the Customer has had the opportunity to review the applicable OEM warranty terms before placing the Order.

- 7.5 The OEM warranty does not apply, and the Supplier shall have no liability, where the defect arises from fair wear and tear; willful damage, negligence or abnormal operating conditions; failure to install, operate, maintain or environmentally condition the Goods in accordance with OEM instructions; alteration, repair or firmware modification by any person other than the OEM or a person authorised by the OEM; or use of the Goods with any equipment, software or consumable not approved by the OEM.

8. Cancellation and returns

- 8.1 The Customer acknowledges that the Supplier places corresponding orders with OEMs and distributors on a non-cancellable and non-returnable basis, and that many OEM orders (in particular software, subscription and licence orders) are irrevocable from the moment they are placed.
- 8.2 Accordingly, once the Supplier has accepted an Order, the Customer may not cancel it, in whole or in part, and may not return any Goods or Licences, except where the Supplier expressly agrees in writing, or to the extent the relevant OEM or distributor accepts a cancellation or return.
- 8.3 Where a cancellation or return is agreed under clause 8.2, the Customer shall pay any restocking, cancellation or administration charge levied by the OEM, distributor or carrier; all freight, insurance and handling costs of return; and a Supplier administration charge of 10% of the value of the cancelled or returned items, subject to a minimum of €250. Credit is issued only once the Supplier has received a corresponding credit from the OEM or distributor.
- 8.4 Configured, customised, build-to-order and special-order Goods, and all Licences and subscriptions, are in all cases non-cancellable and non-returnable.

PART C — LICENCES, SUBSCRIPTIONS AND OEM SERVICES

9. Supply of Licences and EULAs

- 9.1 The Supplier supplies Licences as a reseller only. The Supplier does not licence, publish, host or operate the underlying software, platform or service, and does not grant any right of use in respect of it.
- 9.2 The Customer's right to use any Licence is governed exclusively by the relevant EULA, which forms a direct contractual relationship between the Customer and the OEM. The Customer shall enter into, accept and comply with the EULA (including any acceptable use policy, service description, support policy and data processing terms forming part of it), and shall procure that its personnel and any permitted users do the same.
- 9.3 The Supplier shall make the applicable EULA available to the Customer on request before the Order is accepted. It is the Customer's responsibility to review the EULA and satisfy itself as to its terms. The Customer's failure to review the EULA does not affect its obligations under clause 9.2.
- 9.4 The Supplier's liability in relation to any Licence, and in relation to any Third-Party Materials embedded in a Deliverable, is limited to the liability accepted by the relevant OEM under the applicable EULA, and the Supplier shall have no liability beyond that. The Supplier shall, at the Customer's request and cost, use reasonable endeavours to pursue the OEM on the Customer's behalf in respect of any claim under the EULA.
- 9.5 The Customer shall not exceed the entitlement, user count, asset count, node count, bandwidth, throughput or other metered limit purchased; sub-licence, resell or make available the Licence to any third party except as the EULA expressly permits; or use any Licence otherwise than in accordance with the EULA. The Customer shall indemnify the Supplier against all Losses incurred by the Supplier as a result of any breach of this clause 9.5, including any true-up, audit, penalty or back-charge levied on the Supplier by an OEM.

- 9.6 The Customer acknowledges that OEMs commonly reserve audit rights in their EULAs and shall co-operate with any such audit. The Supplier is not responsible for the conduct or outcome of any OEM audit.

10. Term, renewal and true-up

- 10.1 The term of each Licence is that stated in the Order and, failing that, the term specified by the OEM. Licence and subscription terms are non-cancellable for their duration, and the Charges for the full term are payable notwithstanding any early cessation of use by the Customer.
- 10.2 The Supplier shall use reasonable endeavours to notify the Customer of an upcoming Licence expiry not less than 45 days before the expiry date. Renewal is not automatic unless the EULA or the Order provides for automatic renewal, in which case the Customer is responsible for issuing any non-renewal notice required by the OEM within the period the OEM prescribes.
- 10.3 Renewal Charges are those quoted by the Supplier at the point of renewal and may differ from the Charges for the initial term, reflecting OEM list price movements, programme changes and currency movements.
- 10.4 Where the Customer allows a Licence, support entitlement or subscription to lapse, the Customer acknowledges that the associated OEM support, software updates, threat intelligence feeds, signature updates and RMA entitlements will cease; that the Supplier shall have no obligation to provide, and no liability in respect of the absence of, any such entitlement; and that reinstatement may attract OEM back-support, reinstatement or penalty charges, which are payable by the Customer.
- 10.5 Where the Customer's consumption exceeds its purchased entitlement, the Supplier may invoice the excess at the applicable rate, and the Customer shall pay that invoice in accordance with clause 4.4.

PART D — PROFESSIONAL SERVICES

11. Provision of Professional Services

- 11.1 The Supplier shall perform the Professional Services with reasonable skill and care in accordance with the generally recognised standards and practices of its industry, and shall use reasonable endeavours to provide them in accordance with the Order in all material respects.
- 11.2 Unless the Order expressly states that Professional Services are supplied on a fixed-price basis for a defined deliverable, they are supplied on a time and materials basis. Any estimate of effort, duration or cost is an estimate only and does not constitute a fixed price or a commitment to complete the work within that effort.
- 11.3 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order, but those dates are estimates only and time is not of the essence for the performance of any of the Supplier's obligations.
- 11.4 Professional Services are performed during Business Hours unless the Order states otherwise. Work outside Business Hours is subject to availability and is charged in accordance with clause 4.1(c).
- 11.5 The Supplier may substitute any member of Supplier Personnel, unless otherwise stipulated by the Customer, provided that the replacement holds equivalent skills, certifications and experience.
- 11.6 The Professional Services do not include, and the Supplier is not obliged to provide, any ongoing monitoring, managed service, service level commitment, availability commitment, response time commitment or NOC/SOC service. Any such service requires an MSA and an executed Statement of Work.

12. Customer obligations

- 12.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Professional Services and procure the co-operation of its other suppliers where reasonably necessary;

- (b) provide Supplier Personnel with timely access, at no charge, to its premises, systems, networks, credentials and facilities as reasonably required;
 - (c) provide all documents, data, information and materials reasonably required and ensure they are accurate and complete in all material respects;
 - (d) inform the Supplier in advance of all health, safety and security requirements applying at its premises;
 - (e) nominate at least one authorised contact with authority to give instructions, approve changes and accept risk on the Customer's behalf; and
 - (f) respond promptly to reasonable requests for instructions, approvals and feedback.
- 12.2 Before any Professional Services are performed on any live or production system, the Customer shall, at its own cost, take a complete and verified backup of all affected configurations, systems and data; satisfy itself that the backup can be restored; and agree a maintenance window and a rollback plan with the Supplier. The Supplier is not responsible for the taking, integrity or restorability of the Customer's backups.
- 12.3 The safety, security and integrity of the Customer's equipment, systems, networks and data remain at the sole risk and responsibility of the Customer at all times, whether or not any element of them is in the possession or under the control of the Supplier. The Customer shall maintain appropriate technical, operational and organisational controls, including multi-factor authentication, supervision of third-party access, time-limited access and secure VPN access as applicable.
- 12.4 To the extent that the Supplier's performance is prevented or delayed by any act or omission of the Customer or its agents, consultants or other suppliers (an "Excusing Cause"), the Supplier shall not be in breach of the Contract and shall be entitled to an extension of time equal to the delay caused, and to recover any Losses, including additional costs, incurred as a result. Cancellation or postponement of a booked engagement with fewer than five Business Days' notice may be charged at 100% of the scheduled fee.
- 12.5 The Supplier shall not be liable for any Losses incurred by the Customer as a result of using a draft Deliverable as finished work without the Supplier's prior written approval.

13. Security-specific acknowledgements

- 13.1 The Customer acknowledges that no security assessment, configuration, remediation, upgrade or advisory service can identify every vulnerability, misconfiguration or exposure, or guarantee that the Customer's systems will not be compromised. The Supplier does not warrant that the Professional Services, or any Goods or Licences supplied, will prevent, detect or mitigate any particular attack, intrusion, malware, data breach or other security incident.
- 13.2 Any assessment, report, finding or recommendation reflects the state of the Customer's environment as at the date and time of the relevant activity, and on the basis of the information, access and scope made available to the Supplier. It does not constitute a certification, accreditation or assurance of security, and should not be relied on as such by the Customer or any third party.
- 13.3 The Customer is solely responsible for deciding whether to act on any recommendation, and for implementing, testing and validating any remediation not expressly contracted to the Supplier under an Order.
- 13.4 Where the Professional Services involve testing, scanning, exploitation or other activity against the Customer's environment, the Customer warrants that it owns or is fully authorised to permit such activity in respect of every in-scope asset, system, network and hosting environment, and has obtained all necessary consents from any third-party owner, hosting provider or cloud provider; acknowledges that such activity carries an inherent risk of service disruption, degradation or data loss; and shall indemnify the Supplier against all Losses arising from any claim that such activity was unauthorised or that it caused disruption to any third party.

- 13.5 Except in the case of the Supplier's deliberate default or gross negligence, the Supplier shall have no liability for any disruption, degradation, outage or data loss arising from testing, scanning or configuration activity properly authorised under clause 13.4 and performed within the agreed scope and window.

14. Changes to scope

- 14.1 Any change to the scope, volume, nature or timetable of an Order must be agreed in writing by the authorised representatives of both parties before it takes effect. Where the Supplier reasonably considers that a requested change affects the Charges or the timetable, it shall notify the Customer and the change shall not take effect until the Customer confirms acceptance in writing.
- 14.2 Work performed at the Customer's request that falls outside the scope of the Order is chargeable on a time and materials basis at the Supplier's prevailing rates, whether or not a written change has been recorded.
- 14.3 Where, in the Supplier's reasonable opinion, a change is required to respond to an emergency, the Supplier shall use reasonable endeavours to obtain the Customer's prior written consent but may make a temporary change as necessary. The Supplier shall notify the Customer of the change and the emergency as soon as practicable thereafter, and the parties shall retrospectively comply with clause 14.1.

PART E — GENERAL TERMS

15. Intellectual property rights

- 15.1 All Intellectual Property Rights in the Goods and in any software, platform or service delivered under a Licence belong to the relevant OEM or its licensors. Nothing in the Contract transfers any such right to the Customer, whose rights of use are those granted by the applicable EULA.
- 15.2 Subject to any third-party rights and to any EULA, the Supplier and its licensors retain ownership of all Intellectual Property Rights in the Deliverables, and in the Supplier's methodologies, templates, tools, know-how and pre-existing materials. On payment in full of the Charges for the relevant Order, the Supplier grants the Customer a non-exclusive, non-transferable, royalty-free licence to use the Deliverables for the Customer's internal business purposes.
- 15.3 The Customer retains ownership of all Intellectual Property Rights in its own materials, and grants the Supplier a non-exclusive, royalty-free, non-transferable licence to use, copy and modify those materials for the purpose of performing the Contract, including the right to sub-licence to subcontractors where necessary.
- 15.4 The Customer warrants that the supply, receipt and use by the Supplier of the Customer's materials in the performance of the Contract will not infringe the Intellectual Property Rights of any third party, and shall indemnify the Supplier against all Losses arising from any claim that it does, except to the extent the infringement arises from the Supplier's use of those materials in a manner not authorised by the Customer.
- 15.5 If a third party makes a claim against a party (an "Indemnified Person") that may give rise to a liability under an indemnity in the Contract, the Indemnified Person shall notify the indemnifying party as soon as reasonably practicable, specifying the nature of the claim in reasonable detail; allow the indemnifying party, at its cost, to conduct all negotiations and proceedings and to settle the claim, provided that no settlement may be made without the Indemnified Person's consent unless it involves only the payment of money by the indemnifying party and includes a complete release of the Indemnified Person; not make any admission of liability or settlement without the indemnifying party's prior written consent (not to be unreasonably withheld, conditioned or delayed); and provide reasonable information, assistance and co-operation at the indemnifying party's cost. Liability under an indemnity is reduced to the extent Losses are increased by a failure to comply with this clause 15.5.

16. Confidentiality

- 16.1 Each party shall keep the other party's Confidential Information secret and confidential and shall not use it except for the purpose of exercising or performing its rights and obligations under the Contract (the "Permitted Purpose"), or disclose it except as permitted by clause 16.2.
- 16.2 Each party may disclose the other's Confidential Information to those of its and its affiliates' employees, officers, representatives, contractors, subcontractors and advisers who need to know it for the Permitted Purpose, provided that it ensures they comply with confidentiality obligations substantially equivalent to those in this clause 16; and as required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 16.3 The Customer shall not disclose the Supplier's Confidential Information to any competitor of the Supplier without the Supplier's prior written consent (not to be unreasonably withheld).
- 16.4 Confidential Information does not include information that is or becomes generally available to the public other than through the recipient's breach; was available to the recipient on a non-confidential basis before disclosure; becomes available to the recipient on a non-confidential basis from a person not bound by an obligation of confidence; is independently developed by the recipient; or the parties agree in writing is not confidential.
- 16.5 This clause 16 continues indefinitely after termination or expiry of the Contract.

17. Data protection

- 17.1 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data in connection with the Contract. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under those laws.
- 17.2 The parties do not anticipate that the supply of Goods or Licences will require the Supplier to process personal data on the Customer's behalf. Where the performance of Professional Services involves access to personal data controlled by the Customer, the Supplier acts as processor and the Customer as controller.
- 17.3 Where the Supplier acts as processor, it shall process personal data only on the Customer's documented instructions, unless required otherwise by Applicable Laws (in which case it shall notify the Customer unless prohibited from doing so); maintain appropriate technical and organisational measures, as set out in the Supplier's data protection policy (available on request and on the Supplier's website); ensure that Supplier Personnel authorised to process the data are bound by obligations of confidentiality; notify the Customer without undue delay on becoming aware of a personal data breach; assist the Customer, at the Customer's cost and written request and insofar as possible, with data subject requests, security, breach notification, impact assessments and regulatory consultations; and, on the Customer's written direction, delete or return the personal data on completion of the relevant Order, save where retention is required by Applicable Laws.
- 17.4 The Customer authorises the Supplier to appoint sub-processors, provided that the Supplier imposes on each sub-processor terms consistent with this clause 17 and remains responsible for its acts and omissions, and shall inform the Customer of any intended addition or replacement of sub-processors.
- 17.5 The Customer acknowledges that OEM platforms, including cloud and SaaS platforms operated by OEMs, may process personal data outside Ireland and that such processing is governed by the relevant EULA and the OEM's data processing terms, to which the Customer is a party. The Supplier is not responsible for the OEM's processing.
- 17.6 The Customer warrants that it has all necessary consents, lawful bases and notices in place to enable personal data to be lawfully made available to the Supplier and processed by the Supplier for the purposes of the Contract.

18. Compliance, export control and sanctions

- 18.1 Each party shall comply with all Applicable Laws in performing its obligations, including all applicable anti-bribery, anti-corruption, anti-money laundering and modern slavery legislation.
- 18.2 The Customer acknowledges that Goods and Licences may be subject to export control and sanctions laws, including those of the European Union and the United States (including the US Export Administration Regulations). The Customer shall not export, re-export, transfer, supply or otherwise make available any Goods, Licence, software or technical data, directly or indirectly, in breach of any such law, or to any person, entity, end-use or destination that is prohibited or restricted under them.
- 18.3 The Customer warrants that it is not, and is not owned or controlled by, and shall not permit any Goods or Licence to be used by or for the benefit of, any person or entity designated on any applicable sanctions list. The Supplier may suspend or terminate any Order, without liability, where it reasonably considers that performance would or may cause it to breach any export control or sanctions law, or would put at risk its status or authorisation with any OEM.
- 18.4 The Customer shall indemnify the Supplier against all Losses arising from any breach by the Customer of this clause 18.

19. Limitation of liability

The Customer's attention is drawn in particular to this clause 19.

- 19.1 In this clause, "liability" means every kind of liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), breach of statutory duty, restitution or otherwise.
- 19.2 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence; liability for fraud or fraudulent misrepresentation; liability for deliberate default; the Customer's liability for its payment obligations; the Customer's liability under the indemnities given by it in clauses 9.5, 13.4, 15.4 and 18.4; or any other liability that cannot lawfully be limited or excluded.
- 19.3 Subject to clause 19.2, the Supplier shall have no liability under any circumstances for loss of profits (including loss of anticipated savings); loss of business, revenue or business opportunity; loss of or damage to goodwill or reputation; loss of, corruption of, or loss of access to or use of, software, data or information; pure economic loss; the cost of procuring substitute goods, licences or services; or any indirect or consequential loss of any nature, in each case however arising and whether or not foreseeable.
- 19.4 Subject to clauses 19.2 and 19.3, the Supplier's total aggregate liability arising out of or in connection with an Order shall not exceed the total Charges paid by the Customer to the Supplier under that Order in the twelve months preceding the date on which the claim (or first of a series of connected claims) arose.
- 19.5 For the avoidance of doubt, the Supplier's liability in respect of Goods is limited as set out in clause 7; and the Supplier's liability in respect of Licences and Third Party Materials is limited as set out in clause 9.4, and the Supplier accepts no liability in excess of that accepted by the relevant OEM.
- 19.6 The Supplier has given the commitments in clauses 7.3 and 11.1. In view of those commitments, all conditions, warranties, representations and other terms that might otherwise be implied into the Contract are excluded to the fullest extent permitted by law, including those implied by the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980. The parties acknowledge that this exclusion is fair and reasonable in the circumstances, having regard to the basis on which the Charges have been calculated and the availability of the OEM warranty and EULA remedies.
- 19.7 Unless a party notifies the other that it intends to make a claim within twelve months of the date on which it became, or ought reasonably to have become, aware of the grounds for that claim, the other party shall have no liability in respect of it. The notice must be in writing and identify the grounds for the claim in reasonable detail.
- 19.8 This clause 19 survives termination or expiry of the Contract.

20. Insurance

- 20.1 The Supplier shall maintain, with a reputable insurer, professional indemnity, cyber, public liability and employer's liability insurance at levels appropriate to its business and consistent with prudent practice in the Irish market, and shall provide evidence of cover to the Customer on reasonable written request.

21. Suspension and termination

- 21.1 The Contract commences on the Supplier's acceptance of the Order and continues until the Goods, Licences and Professional Services covered by that Order have been delivered or performed and the Charges paid in full, unless terminated earlier in accordance with this clause 21. Licence terms continue for the duration stated in the Order.
- 21.2 Without affecting any other right or remedy, either party may terminate the Contract with immediate effect by notice to the other if:
- (a) the other commits a material breach that is not capable of remedy, or, if capable of remedy, is not remedied within 30 days of written notice requiring it to be remedied;
 - (b) the other suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, or is deemed unable to pay its debts within the meaning of section 570 of the Companies Act 2014;
 - (c) the other applies for, or has made against it, an order placing it under the protection of the court by way of examinership under Part 10 of the Companies Act 2014;
 - (d) a petition is filed, notice given, resolution passed or order made for the winding up of the other, other than for a solvent reconstruction or amalgamation;
 - (e) a receiver, examiner or liquidator is appointed over all or any of the other's assets; or
 - (f) the other suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 21.3 Without affecting any other right or remedy, the Supplier may terminate the Contract with immediate effect by notice to the Customer if the Customer fails to pay any amount due by the due date and remains in default 15 days after being notified in writing to make payment, or fails to pay any amount due by the due date on three or more occasions in any twelve-month period.
- 21.4 Without affecting any other right or remedy, the Supplier may suspend performance under any or all Orders where the Customer is in breach of clause 4 (payment), clause 9 (Licences and EULAs) or clause 18 (compliance, export control and sanctions).
- 21.5 On termination or expiry, the Customer shall immediately pay all of the Supplier's unpaid invoices and interest and, where no invoice has been submitted for Goods delivered or Professional Services supplied, the Supplier may invoice, and that invoice is payable immediately on receipt; each party shall within 14 days return all equipment, materials and property belonging to the other; and all licences granted by the Supplier under clause 15.2 terminate.
- 21.6 Termination or expiry does not affect any rights, remedies, obligations or liabilities accrued as at the date of termination or expiry. Clauses 4, 6, 8, 9.4, 9.5, 13, 15, 16, 17, 18, 19, 21.5, 21.6, 22, 26 and 27 survive.
- 21.7 Termination of the Contract does not terminate any Licence term for which the Customer has been invoiced, and the Charges for that term remain payable in full.

22. Non-solicitation

- 22.1 During the term of the Contract and for twelve months after its termination or expiry, the Customer shall not, without the Supplier's prior written consent, solicit or entice away, or employ or engage, any person employed or engaged by the Supplier who has been involved in the performance of the Contract (a

"Restricted Person"), other than by means of a public recruitment campaign open to all-comers and not specifically targeted at the Supplier's staff.

- 22.2 If the Customer breaches clause 22.1, it shall on demand pay to the Supplier a sum equal to 100% of one year's basic salary payable by the Supplier to the Restricted Person, plus the recruitment costs incurred by the Supplier in replacing that person. The parties agree that this sum is a genuine and reasonable pre-estimate of the costs and losses the Supplier will incur in replacing that person, training them and bringing them to an equivalent level of productivity.

23. Force majeure

- 23.1 Neither party shall be liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent that the failure or delay is caused by an event outside its reasonable control, including acts of God, flood, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, war, armed conflict, civil commotion, sanctions or embargo; nuclear, chemical or biological contamination; any law or action taken by a government or public authority, including any export or import restriction, quota, tariff or prohibition, or failure to grant a licence or consent; fire, explosion or accident; labour or trade dispute affecting a third party; failure, allocation, backlog or non-performance by an OEM, distributor, carrier or utility; and interruption or failure of utility, telecommunications or internet service.
- 23.2 The affected party shall promptly notify the other of the event and use reasonable endeavours to limit its effect. If the affected party has not resumed full performance within 30 days of that notice, either party may terminate the Contract on 30 days' notice, provided it exercises that right within 90 days of it arising.

24. Assignment and subcontracting

- 24.1 The Customer shall not assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the Supplier's prior written consent (not to be unreasonably withheld or delayed).
- 24.2 The Supplier may at any time assign, novate, transfer, charge, subcontract or delegate any of its rights or obligations under the Contract, provided that it gives prior notice to the Customer and remains responsible for the performance of its obligations. The Supplier shall ensure that any subcontractor is bound by obligations of confidentiality, data protection and intellectual property protection consistent with the Contract.

25. General

- 25.1 **Variation.** The Supplier may amend these Conditions from time to time. The Conditions applicable to any Order are those in force on the date the Supplier accepts that Order. No other variation of the Contract is effective unless in writing and signed by the authorised representatives of both parties.
- 25.2 **Waiver.** A waiver of any right or remedy is effective only if given in writing and is not a waiver of any subsequent right or remedy. A failure or delay in exercising a right or remedy does not constitute a waiver of it, nor prevent or restrict its further exercise.
- 25.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, or, if that is not possible, deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Contract.
- 25.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes all previous agreements, promises, assurances and understandings between them, whether written or oral. Each party acknowledges that it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) not set out in the Contract, and agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 25.5 **No partnership or agency.** Nothing in the Contract establishes any partnership or joint venture, constitutes either party the agent of the other, or authorises either party to make commitments for the other. Each party acts on its own behalf and not for the benefit of any other person.
- 25.6 **Third party rights.** Except as expressly stated, the Contract does not give rise to any rights enforceable by any third party. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 25.7 **Notices.** Any notice under the Contract shall be in writing and delivered by hand, by pre-paid registered post to the recipient's registered office, or by email to the address stated in the Order (and, in the case of the Supplier, to info@purenetworks.com). A notice is deemed received: if delivered by hand, at the time it is left at the address; if sent by pre-paid registered post, at 9.00 am on the second Business Day after posting; and if sent by email, at the time of transmission or, if that time is outside Business Hours, when Business Hours next resume. This clause does not apply to the service of proceedings or documents in any legal action.
- 25.8 **Counterparts.** Any document forming part of the Contract may be executed in counterparts, each of which constitutes a duplicate original, and all of which together constitute one agreement. Transmission of an executed counterpart by email takes effect as transmission of an executed wet-ink counterpart.

26. Dispute resolution

- 26.1 If a dispute arises out of or in connection with the Contract or its performance, validity or enforceability (a "Dispute"), the parties shall follow the following procedure:
- (a) either party shall give the other written notice of the Dispute setting out its nature and full particulars, together with relevant supporting documents, and the parties' account managers shall attempt in good faith to resolve it;
 - (b) if they are unable to do so within 30 days of service of the notice, the Dispute shall be referred to a director of each party, who shall attempt in good faith to resolve it; and
 - (c) if the directors are unable to do so within 14 days of referral, the parties shall enter into mediation in good faith in accordance with the CEDR Model Mediation Procedure, with the mediator nominated by CEDR unless otherwise agreed. Mediation shall be convened no later than 28 days after service of the notice referring the Dispute to mediation; if that period passes without mediation commencing, the obligation to mediate ceases to have effect.
- 26.2 This clause 26 does not apply to any failure by the Customer to pay the Charges when due, in respect of which the Supplier may proceed directly to enforcement.
- 26.3 The commencement of mediation does not prevent either party from starting or continuing court proceedings, or from seeking injunctive or other interim relief.
- 26.4 If the Dispute is not resolved within seven days of the first date of any mediation, it shall be finally determined by the courts of Ireland in accordance with clause 27.

27. Governing law and jurisdiction

- 27.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation, is governed by and construed in accordance with the laws of Ireland.
- 27.2 Each party irrevocably agrees that the courts of Ireland have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE*Customer Acknowledgement*

This Schedule is completed where the Customer is asked to acknowledge these Conditions in advance of trading, or where they are appended to a quotation or order form for signature. Completion of this Schedule is not a precondition to the formation of a Contract under clause 3, and these Conditions apply to every Order whether or not this Schedule has been signed.

The Customer confirms that it has read and accepts the Pure Networks Limited Standard Terms and Conditions of Supply (Version 0.4), and that the person signing below is duly authorised to bind the Customer.

Signed for and on behalf of the Customer	
Company name:	Title / position:
Signature:	Date:
Name (block capitals):	Company registration no.:
Signed for and on behalf of Pure Networks Limited	
Signature:	Title / position:
Name (block capitals):	Date: