
QUOTE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS GOVERN THE SALE OF PRODUCTS AND SERVICES BY **CDI INTERNATIONAL IT LIMITED**, A COMPANY INCORPORATED IN IRELAND WITH REGISTERED NUMBER IE691855 AND REGISTERED OFFICE ADDRESS AT 3RD FLOOR, 40 MESPIL ROAD, DUBLIN 4, IRELAND, D04 C2N4 (“**COMPANY**”) TO THE BUSINESS ENTITY IDENTIFIED IN THE APPLICABLE ORDER (“**CLIENT**”). THESE TERMS AND CONDITIONS APPLY ONLY WHERE THE CLIENT IS ACTING WHOLLY OR MAINLY FOR THE PURPOSES OF ITS TRADE, BUSINESS, CRAFT OR PROFESSION AND NOT AS A CONSUMER.

COMPANY AND ITS AFFILIATES DO NOT ACCEPT AND EXPRESSLY OBJECT TO AND REJECT ANY TERMS AND CONDITIONS OR OTHER WRITING ON ANY CLIENT PURCHASE ORDER OR ACKNOWLEDGEMENT WHICH IS DIFFERENT FROM OR ADDITIONAL TO THESE TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, ANY EFFORT TO NEGATE THE TERMS AND CONDITIONS SET FORTH HEREIN OR IN THE QUOTE. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE AGAINST COMPANY UNLESS SPECIFIED IN WRITING AND SIGNED BY COMPANY. COMPANY’S RECEIPT OF (I) A SIGNED QUOTE, (II) A WRITTEN ORDER REFLECTING THE CONTENTS OF THE QUOTE, OR OTHERWISE INCORPORATING THE QUOTE BY REFERENCE, OR (III) PAYMENT FOR THE PRODUCTS AND/OR SERVICES AS SET FORTH IN THE QUOTE, IN EACH CASE FROM CLIENT, SHALL EVIDENCE CLIENT’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL TERMS IN THE APPLICABLE QUOTE, PROVIDED THAT NO CONTRACT SHALL BE FORMED UNLESS AND UNTIL COMPANY ACCEPTS THE ORDER IN WRITING IN ACCORDANCE WITH CLAUSE 2.6.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Affiliate”	means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
"Additional Charges"	means all applicable local sales taxes (including VAT), shipping and packing charges, expenses associated with the sale, transportation or storage of Products supplied as part of the Services, and any other tariffs and similar charges imposed on or in connection with the performance or delivery of Services, as further described in Clause 2.1;
“Applicable Laws”	means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract;
“Business Day”	means any day other than a Saturday, Sunday or a public holiday in England and Wales.
“Client Personal Data”	has the meaning given to it in Schedule 1.
“Confidential Information”	means, in relation to either Party, all non-public, confidential, and/or proprietary information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) including but not limited to information which relates to a Party’s business practices, finances, clients, customers, prices, products, services, and intellectual property;

“Contract”	means the contract entered into by way of an Order between Company and the Client for the Products and/or Services, subject to these Terms and Conditions;
“Data Protection Law”	means all applicable legislation and/or laws in force from time to time in Ireland, the European Union, and where applicable the laws of the European Economic Area member states, relating to data protection, privacy including, direct marketing, cookies, and the processing of personal data, including, where applicable, Regulation (EU) 2016/679 (“EU GDPR”), the Irish Data Protection Act 2018, Directive 2002/58/EC as implemented in applicable national law, and, where applicable, UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 in each case as amended, updated, or replaced from time to time.
“Deliverables”	means any work product, documentation, reports, software, configurations, or other materials created or developed by Company specifically for Client in the course of providing the Services, pursuant to the applicable Quote and/or Specifications.
“EU Product Compliance Requirements”	means all Applicable Laws, conformity assessment requirements, technical standards, regulatory guidance, markings, labelling, documentation, registration, declarations of conformity, importer or authorised representative requirements, product safety obligations, market surveillance obligations, and other legal or regulatory requirements applicable to Products and their importation, marketing, sale, supply, installation, commissioning, use, or putting into service in the European Union or European Economic Area, including (where applicable) Regulation (EU) 2023/988 (General Product Safety Regulation) and applicable Union harmonisation legislation such as Directive 2014/53/EU, Directive 2014/35/EU, Directive 2014/30/EU, Directive 2011/65/EU, and any implementing, delegated, national implementing, successor, or replacement legislation.
“Fees”	means any and all sums due under the Contract from the Client to Company in consideration of the Products and/or Services, as set out in Clause 2 (Fees, Payment, Order Acceptance and Cancellation), and for the avoidance of doubt excludes Additional Charges and any other amounts separately recoverable by Company under the Contract.
“Importer”	means the person or entity treated as the importer, importer of record, declarant, consignee, or similar responsible party for customs, import, product compliance, tax, or market access purposes under Applicable Laws.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world.
“Order”	means a written or electronic order, order form, statement of work, service order, renewal, subscription order, purchase order incorporating the applicable Quote, or other similar ordering document submitted by or on behalf of the Client and accepted by Company in accordance with the Contract.

"Regulatory Requirements"	means all laws, regulations, rules, directives, decisions, codes, standards, supervisory requirements, guidance, authorisations, licences, registrations, certifications, filings, notices, and similar legal or regulatory obligations imposed by any governmental, regulatory, or supervisory authority applicable to a Party or its Affiliates in connection with the Contract, but excluding internal policies, voluntary standards, or contractual obligations unless expressly required by Applicable Laws.
"Price" or "Prices"	means the price(s) for Products and/or Services as set out in the applicable Quote on the basis of which the Fees are calculated, as further described in Clause 2.1.
"Products"	means all hardware, appliances, equipment, software (including microcode, firmware, and operating system software used in connection with hardware and equipment), as well as third-party support, professional, maintenance, or managed services and all other goods which are manufactured, licensed, or provided by a Vendor and resold by Company to Client..
"Security Incident"	means any actual unauthorised access to, acquisition of, use of, disclosure of, alteration of, loss of, destruction of, corruption of, or material unavailability of Client data within Company's possession or control, or any other actual security incident materially affecting the Services, but excluding unsuccessful attempts, blocked scans, pings, denial-of-service attempts, or other events that do not result in a material compromise.
"Services"	means the services to be provided by Company to the Client as set forth in the applicable Quote.
"Specifications"	means the full description and specification of the Services to be provided by Company, and as agreed in writing by the Client and Company. Such specification shall be full and final, unless agreed otherwise in writing by both Parties.
"Sustainability Information"	means any information, records, data, methodologies, estimates, assumptions, supporting documentation, policies, procedures, controls, metrics, statements, or other materials relating to environmental, social, governance, supply-chain, responsible sourcing, product, service, workforce, human rights, ethics, or other sustainability-related matters, including information reasonably requested for compliance with Applicable Laws, applicable reporting frameworks or standards, internal governance, investor, lender, customer, auditor, assurance provider, or regulatory requirements, and, where relevant, value-chain reporting requirements, including those arising under or in connection with the Corporate Sustainability Reporting Directive, European Sustainability Reporting Standards, and any related implementing, successor, replacement, or analogous requirements, in each case as applicable to a Party or its Affiliates.
"Terms and Conditions"	means these terms and conditions as set out in this agreement and as amended or supplemented at the relevant time, which together with the applicable Order and Quote form part of the Contract;
"Trade Control Laws"	means all applicable economic sanctions, export control, import control, antiboycott, customs, and trade compliance laws, regulations, orders, restrictive measures, and licences of the United Kingdom, the European Union, the United States, and any other jurisdiction applicable to Company, the Client, the Products, the Services, or the transaction contemplated by the Contract.

“Quote”	means the written submission by Company to Client that specifies the Products and/or Services to be provided, including but not limited to quantities thereof, the applicable Fees, any applicable service description, and the Vendor’s applicable End User Terms.
“Vendor”	means any third-party manufacturers, vendors, licensors, distributor, reseller, publisher, cloud provider, hosting provider, or other provider of Products, software, support, maintenance, subscriptions, or related services (other than Company).

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to any communication sent by fax, email, electronic signature platform, web portal, click-through process, or other electronic means capable of being stored and reproduced.
- 1.3 Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.
- 1.4 Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.
- 1.5 A reference to a "Party" or the "Parties" refer to the parties to the Contract.
- 1.6 A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.
- 1.7 Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
- 1.8 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.
- 1.9 Words communicating the singular number shall include the plural and vice versa.
- 1.10 References to any gender shall include any other gender.
- 1.11 References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).
- 1.12 In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply unless expressly stated otherwise in the applicable Quote: (a) the applicable Quote or Order form; (b) these Terms and Conditions; and (c) any Client purchase order, but only for administrative details and only to the extent it does not conflict with the foregoing.

2. FEES, PAYMENT, ORDER ACCEPTANCE AND CANCELLATION

- 2.1 Prices, Fees & Additional Charges. The Price(s) for Products and/or Services shall be set out in the applicable Quote and will be valid for the time period as set forth therein, provided, however, that Company reserves the right, by giving notice to Client at any time before delivery of the Products or the completion of Services, as applicable, to increase the price of Products or Services to reflect any factors beyond the reasonable control of Company, including, without limitation, changes in the price charged to Company by the Product manufacturer, changes in applicable duties, tariffs, exchange rates, or changes required to comply with Applicable Laws. Client acknowledges that Prices for Products and/or Services are based upon the Specifications as provided by Client and any deviation or changes requested by Client may result in an increase in Price. Prices shall not include, and the Client shall be responsible for: i) all applicable local sales, taxes, including VAT, ii) any shipping or packing charges, iii) any other expenses associated with the sale and transportation or storage of the Products supplied as part of the Services, or iv) any other tariffs and similar charges imposed on or in connection with the performance or delivery of Services (“Additional Charges”). Company shall provide an estimate of the Additional Charges on the Quote; such Additional Charges, as quoted, may vary from the actual Additional Charges as invoiced, which invoiced amounts shall take precedence

and shall be payable by Client. The Fees shall be the full and only consideration payable to Company with respect to its provision of the Products and/or Services, excluding Additional Charges and any other amounts recoverable under the Contract.

- 2.2 Invoicing. Company shall invoice Client: (i) upon shipment of Products; and (ii) on intervals as set forth in the Quote for Services or, if not set forth on the Quote, upfront. Fees for Products and/or Services are due and payable within 30 days from the date of the invoice, and Company may require prepayment as part of delivery of the Service. Unless disputed strictly in accordance with Clause 2.3, each invoice shall be payable in full by the due date.
- 2.3 Invoice Disputes. If the Client receives an invoice and bona fide believes in good faith that a specific amount on that invoice is incorrect, it may dispute only that specific amount as follows:
- a) the Client shall notify Company in writing as soon as reasonably possible and practicable but in any case, before the invoice due date, specifying in reasonable detail the grounds for the dispute and providing at the same time all evidence reasonably required by Company to verify the disputed invoice;
 - b) the Client shall not be deemed to be in breach of the Contract for failure to pay only those sums properly disputed in accordance with this Clause 2.3 while such dispute is ongoing;
 - c) the Client will pay any sum of the invoice(s) which is not in dispute, and any portion of a disputed invoice not genuinely disputed, by the due date;
 - d) following the resolution of the dispute, which the Parties will negotiate in good faith to attempt to resolve it, the Client shall pay the sum agreed or determined to be due, together with interest payable to Company only on sums found or agreed to be due, from the original due date until the date of payment.
 - e) if the Parties, acting reasonably, have not resolved the dispute within 30 days of the Client giving notice to Company, or if Client fails to pay any undisputed amount when due, or otherwise breaches the Contract in a manner that affects Company's performance or credit risk, Company may suspend the delivery of Products and/or the provision of Services, and the dispute shall be referred to and finally resolved by the courts having jurisdiction in accordance with Clause 17 (Law and Jurisdiction).
 - f) All amounts owed to Company by the Client under the Contract shall become immediately due and payable on termination of the Contract for any reason.
- 2.4 Suspension. Without prejudice to any other right or remedy, Company may suspend performance of any Contract or Order, in whole or in part, on written notice to Client if: (a) any undisputed amount due remains unpaid after the due date; (b) Client fails to provide required information, cooperation, or approvals; (c) Company reasonably believes that continued performance would breach or expose Company, its subcontractors, or any Vendor to regulatory, legal, sanctions, export control, or reputational risk; (d) a Vendor suspends or withdraws any Product, licence or support; Any suspension, cooperation, information sharing, or support under this Clause shall not be construed as Company assuming, delegating to itself, or accepting responsibility for any Regulatory Requirements of Client or its Affiliates except to the extent expressly stated in the Contract. Company shall not be liable for any delay, failure, or unavailability caused by any such suspension, and Client shall remain liable for all Fees and costs reasonably incurred by Company as a result.
- 2.5 Interest. Notwithstanding anything herein to the contrary, all overdue amounts payable to Company under the Contract shall incur interest from the due date until payment in full. Interest under this clause will accrue each day at 8% a year above European Central Bank's main refinancing operations rate from time to time, but at 8% a year for any period when that rate is below 0%, without prejudice to Company's rights under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. No. 580 of 2012). Client shall be liable for, and shall reimburse Company for, any reasonable and proportionate damages, costs, expenses, and fees (including but not limited to reasonable attorneys' fees) and debt recovery

costs incurred by Company as a result of any action or proceeding taken by Company to collect any portion of the overdue amounts payable hereunder.

- 2.6 Order Acceptance. An Order is not binding upon Company unless and until accepted by Company in writing. Company shall be entitled to revoke its acceptance of any Order if, at any time prior to the shipment of the Products covered thereby or commencement of Services, Company becomes aware of a change in the financial position of Client which would, in Company's reasonable opinion, affect Client's ability to perform its obligations hereunder, if Client fails to provide any requested assurance of payment or prepayment, or if the applicable Vendor declines to sell the applicable Product, or any portion of the Product, under the Quote for any reason whatsoever. In such instance, Company's sole obligation shall be to return to Client any pre-paid Fees actually received by Company for Products or Services not supplied, less any non-cancellable commitments, restocking charges, and costs or liabilities reasonably incurred by Company in connection with the Order.
- 2.7 No Cancellation. Client shall have no right to cancel an Order in whole or in part, once received by Company, except as approved by Company's sole discretion in writing, such approval not to be unreasonably withheld where cancellation is required by Applicable Laws. Partial cancellations of multi-item Orders may be permitted at Company's sole discretion, subject to the same conditions as full Order cancellations. If Company agrees to any cancellation (whether full or partial), Client shall pay, on demand, all Fees for Products and/or Services performed, delivered, ordered, committed, reserved, configured, procured or allocated as of the cancellation date, together with all Vendor cancellation charges, restocking fees, de-installation and return costs, third-party charges, and any other losses, costs, liabilities, or expenses incurred by Company arising out of or in connection with such cancellation. For partial cancellations, such charges shall be calculated on a pro-rata basis for the cancelled portion of the Order. Any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the cancellation or expiry of the Contract shall remain in full force and effect.
- 2.8 Sanctions, Export Controls, and Trade Compliance. Each Party shall comply with Trade Control Laws in connection with the Contract. Client shall not, directly or indirectly, export, re-export, transfer, access, use, sell, resell, deploy, or otherwise make available any Product, Service, software, technical data, or Deliverable in breach of Trade Control Laws, and shall obtain and maintain all licences, registrations, authorisations, end-use statements, and approvals required for its import, export, resale, transfer, deployment, or use. Client represents and warrants that neither it, nor to its knowledge any person acting on its behalf in connection with the Contract, is a sanctioned or restricted party where such status would make performance unlawful for Company. Company may suspend or terminate any affected Order or performance immediately on notice if it reasonably believes that performance may breach Trade Control Laws or require a licence or approval that is unavailable, delayed, or denied. Unless otherwise expressly agreed in writing, Company is not the importer of record, exporter of record, declarant, customs representative, or indirect customs representative for Client, and Client shall be responsible for any such role allocated to it under the applicable transaction structure, including the accuracy of customs valuations, tariff classifications, origin information, import declarations, and any local registrations required for its onward sale, installation, or use.
- 2.9 EU Product Compliance, Importer and Distributor Allocation. Unless expressly stated otherwise in the applicable Quote, Client shall be responsible for determining the suitability, lawful destination market, and intended use of Products in the European Union or European Economic Area and for any obligations falling on it as importer, distributor, deployer, installer, operator, owner, or person placing Products on the market or putting them into service. Company shall provide such product compliance documentation as is reasonably made available to it by the applicable Vendor, but Company does not assume any obligation to act as authorised representative, responsible person, importer, distributor, or market surveillance contact unless expressly agreed in writing. Client shall not remove, obscure, or alter any regulatory markings, warnings, labels, documentation, or safety information supplied with the Products and shall comply with all storage, transport, installation, commissioning, use,

maintenance, traceability, recall, corrective action, and incident reporting obligations applicable to it under EU Product Compliance Requirements. Where the Parties expressly agree that Company will undertake any importer, distributor, authorised representative, responsible person, or similar economic-operator role, the scope of that role shall be limited to the specific Products, jurisdictions, and activities expressly stated in the Quote and shall be subject to Client providing all reasonably required information, cooperation, localisation inputs, and reimbursement of resulting costs and liabilities to the extent arising from Client acts, omissions, intended use, localisation, installation environment, or onward supply chain. Nothing in this Clause 2.13 shall operate to allocate, transfer, exclude, or limit any role, responsibility, or liability in a manner prohibited by mandatory Applicable Laws, and to the extent any such law allocates a role or obligation to a person as a matter of law, this Contract shall be construed subject to that mandatory allocation.

- 2.10 Anti-Bribery, Sanctions Evasion, and Modern Slavery. Each Party shall comply with all Applicable Laws relating to anti-bribery, anti-corruption, anti-tax evasion facilitation, sanctions evasion, and modern slavery and human trafficking in connection with the Contract, including the Criminal Justice (Corruptions Offences) Act 2018 and any applicable legislations relating to anti-corruption, anti-tax evasion facilitation, sanctions evasion, and human trafficking. Client shall not do, and shall ensure that persons acting on its behalf do not do, anything which would cause Company to be in breach of any such laws. Company may suspend or terminate any affected Order immediately on notice if it reasonably believes that Client or any person acting on Client's behalf has breached this Clause 2.14. On reasonable written request, each Party shall provide the other with such information as is reasonably necessary to confirm compliance with this Clause 2.14, subject to confidentiality, privilege, and legitimate commercial sensitivity.
- 2.11 Sustainability and Responsible Business Practices. Each Party shall comply with Applicable Laws relating to environmental, human rights, labour, and responsible business conduct applicable to it in connection with the Contract. To the extent reasonably requested by Company in order to comply with Applicable Laws, customer flow-down requirements, or upstream Vendor obligations applicable to the Products and/or Services, Client shall provide reasonable cooperation, information, and confirmations regarding its intended use, destination market, onward supply chain, and compliance controls, subject to confidentiality and legitimate commercial sensitivity.
- 2.12 General Regulatory Non-Assumption. Except to the extent expressly stated in the applicable Quote, Schedule 1, or this Contract, Company does not undertake, assume, or accept responsibility for Client's or any Affiliate of Client's Regulatory Requirements, internal governance, compliance programmes, filings, registrations, certifications, notices, assessments, controls, testing, monitoring, reporting, audits, assurance processes, supervisory engagement, remediation, or legal interpretations. Any cooperation, information, assistance, Deliverables, Products, Services, or responses provided by Company under the Contract are provided only in connection with the Products and/or Services actually supplied and shall not be construed as legal, regulatory, compliance, assurance, certification, or internal audit services, or as a delegation to Company of any Regulatory Requirements applicable to Client or its Affiliates. Client remains solely responsible for determining the applicability of Regulatory Requirements to it and its Affiliates and for its compliance with them.

3. CONFIDENTIALITY

- 3.1 Each Party undertakes to, except as expressly provided in this Contract, at all times during the term of the Contract and for three (3) years after its termination or expiry:
 - a) keep confidential all Confidential Information;
 - b) not disclose any Confidential Information to any third party;
 - c) not use any Confidential Information for any purpose other than as contemplated by the Contract; and
 - d) ensure that all of its and its Affiliates' employees, directors, officers, and agents maintain the confidentiality of such Confidential Information.

- 3.2 Subject to sub-Clause 3.3, either Party, as applicable, may disclose Confidential Information to:
- a) any sub-contractors or Vendors, or Affiliates of Company;
 - b) any governmental or other authority or regulatory body;
- 3.3 Disclosure under sub-Clause 3.2 may be made only to the extent that it is strictly necessary for the purposes contemplated by the Contract, or as required by law. In each case, the disclosing Party must first ensure that the third-party to whom Confidential Information is to be disclosed is bound by a written undertaking, no less protective than this Clause 3, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made, except that no such undertaking shall be required where disclosure is made to a governmental or other authority or regulatory body pursuant to sub-Clause 3.2(b), or where the recipient is subject to a statutory or professional duty of confidentiality and it is not lawful or practicable to obtain such undertaking. Without limiting the foregoing, neither Party shall be required to disclose any trade secrets or commercially sensitive information except to the extent required by Applicable Laws or expressly agreed in writing, and any such disclosure may be made subject to reasonable redaction, aggregation, anonymisation, data minimisation, access controls, clean room procedures, confidentiality protocols, or other protective measures.
- 3.4 The provisions of this Clause 3 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

4. **LIMIT OF LIABILITY**

- 4.1 References in this Clause 4 to “liability” shall include liability arising under or in relation to the Contract including, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.
- 4.2 Nothing in the Contract shall limit or exclude either Party’s liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) for the wilful misconduct of either that Party or that of its employees or agents; or
 - d) Liability for deliberate default (which, for the purpose of this sub-clause represents any intentional act or deliberate omission resulting in a party’s breach of its obligations under this Contract), or any other liability which cannot be excluded or limited under the applicable law.
- 4.3 Nothing in this clause shall limit or exclude the Client’s liability for its payment obligations under the Contract.
- 4.4 Subject to clause 4.2, the total liability of Company to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to, and shall not exceed, the total Fees paid or payable by Client under the Order giving rise to the claim.
- 4.5 Company shall not be liable under or in relation to the Contract for any such losses suffered by the Client, whether directly or indirectly, or whether immediate or consequential:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss or corruption of data or information;
 - g) loss or corruption of software;
 - h) loss of, or damage to, goodwill; or

- i) indirect or consequential loss.

5. SALE OF PRODUCTS

- 5.1 Warranties. All Products, and the components and materials utilized in any assembled or customized Products, are subject to the end user terms and conditions, end user license agreement, or the like, as provided by the applicable Vendor (the “End User Terms”). Client acknowledges that its rights and remedies with respect to the Products are solely as set forth in the End User Terms. Notwithstanding the foregoing, Company represents and warrants that title and/or license to the Products shall be good and its transfer rightful. Notwithstanding anything contained herein to the contrary, to the extent a Vendor requires Products to be installed by Company, or such Vendor in order for a warranty to be valid, neither Company nor the Vendor shall be responsible for any warranty claim where that installation requirement has not been met. Except as expressly set out in this Contract, and to the fullest extent permitted by Applicable Laws, Company gives no representation, warranty, condition, or other term as to the Products, whether express or implied by statute, common law, course of dealing, or otherwise, and any implied terms as to satisfactory quality or fitness for a particular purpose are excluded to the fullest extent permitted by law.
- 5.2 Shipment, Delivery, Inspection and Returns. Client acknowledges and understands that Product delivery dates are estimates only and are not guaranteed. Company shall use commercially reasonable efforts to provide Client with written notice as soon as reasonably practicable if delivery will be materially delayed beyond the estimated delivery date stated in the applicable Quote. Unless otherwise expressly stated in the applicable Quote or required by mandatory Applicable Laws, title to and risk of loss of or damage to Products shall pass to Client upon delivery to the carrier at the Vendor’s facility. Client acknowledges that, where Products are shipped from outside the European Union or European Economic Area, Client may be treated as the Importer for the purposes of EU Product Compliance Requirements and shall comply with the obligations set out in Clause 2.14. Additional Charges (as defined above) shall be pre-paid by Company and invoiced to Client. Client shall have seven (7) days from the date of delivery to inspect and accept or reject the Products solely for visible damage or shortage (the “Inspection Period”). Unless rejected in writing before expiry of the Inspection Period, or if the Client uses, installs, integrates, resells, transfers, or otherwise deals with any Products, all Products shall be deemed irrevocably accepted by Client. Client acknowledges and agrees that, unless Products are rejected before expiry of the Inspection Period, it shall have no right to return Products to Company ..
- 5.3 Remedies. In the event that Client rejects Products as set forth in Clause 5.2 above, Company shall, at its option, either: (i) repair or replace such Product(s); or (ii) if Products cannot be repaired or replaced, refund the Fees paid by Client for such Products.
- 5.4 Software Products and Licensing. Client agrees to comply with all Vendor requirements relating to any software Products licensed, sold, or supplied hereunder, including with regard to proprietary and similar rights in and to any intellectual property (and shall comply with any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Company has broken the seal on any “shrink wrapped” software. If Client provides or makes available to Company any intellectual property, materials, content, data, specifications, instructions, software, or other items, Client warrants that it has all necessary legal rights, licences, consents, and permissions for Company and its subcontractors to use the same for the purposes of performing the Contract. Client will indemnify Company, its Affiliates, and their respective personnel against and hold them harmless from any and all liability, cost, expense, loss, damages, claims, demands, actions, and proceedings arising from or in connection with any breach or purported breach of this Clause 5.4, including any allegation that Company’s receipt, possession, use, processing, modification, hosting, transfer, or other exploitation of any such item infringes, misappropriates, or otherwise violates the rights of any third party or breaches Applicable Laws.

6. PROVISION OF SERVICES

- 6.1 Company Obligations. Company shall provide the Services using reasonable skill and care,

through suitably qualified personnel (or subcontractors), in a professional and workmanlike manner, in accordance with generally accepted industry standards applicable to service providers in Ireland, the applicable Quote and Applicable Laws. Services shall commence on the dates set forth in the applicable Quote, if any. Company shall use reasonable efforts to meet any performance dates set out in the Order. Company shall not be liable for delays, failures, or service issues caused by Client's failure to provide information, access, decisions, systems, equipment, third-party consents, or other required cooperation from the Client and/or third parties, or by any act or omission of the Client, its personnel, agents, contractors, or other suppliers. Performance dates are estimates only, and time shall not be of the essence in the provision of the Services, unless expressly set out in the Order. Company may subcontract any part of the Services, provided that Company remains responsible for the performance of any Services performed by its subcontractors, subject always to the terms and limitations of this Contract.

- 6.2 Services Warranties. Company warrants that it shall perform the Services in accordance with the Specifications, that the Services and related Deliverables shall materially conform to those Specifications upon the date of delivery or completion, as applicable, and for thirty (30) days thereafter, provided that the Services and/or Deliverables have not been modified in any way (the "Limited Warranty"). In the event of a breach of the Limited Warranty, and provided Client notifies Company in writing within the Limited Warranty period, Company shall promptly at its option: (i) re-perform the non-conforming Services; (ii) repair or replace the non-conforming Deliverables; or (iii) if re-performance, repair or replacement are not commercially reasonable, refund the Fees paid for the non-conforming Services and/or Deliverables. For clarity, the Limited Warranty does not extend to, and Company excludes responsibility for any Products, Client materials, or third-party components incorporated into any Deliverables. EXCEPT AS EXPRESSLY SET OUT IN THIS CONTRACT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, AHEAD GIVES NO REPRESENTATION, WARRANTY, CONDITION, OR OTHER TERM IN RELATION TO THE SERVICES OR DELIVERABLES, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, COURSE OF DEALING, OR OTHERWISE, AND ANY IMPLIED TERMS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 6.3 Client Obligations. Client represents and warrants that all information that it provides to Company in connection with the Contract shall be complete and accurate. Client agrees that any inaccurate incomplete, or delayed information or cooperation may materially impact the Specifications, service levels, the performance dates, milestones and the Fees due and payable for the Services. Client shall provide: (i) timely cooperation upon request; and (ii) all information, materials, equipment, remote and on-site access, personnel, facilities, working environment and access to Client resources and premises, as required for Company's performance of the Services; (iii) any dependencies, assumptions, approvals, and third-party cooperation identified in the applicable Quote; and (iv) in relation to any request under Clause 2.12, all reasonably necessary reporting context, requested format, applicable framework details, materiality assumptions, and any permissions or consents needed for Company, its Affiliates, subcontractors, or Vendors to share responsive information. Client will inspect all Services and/or Deliverables within five (5) days of completion or delivery thereof, as applicable. Unless rejected within such five (5) day period by written notice specifying the material non-conformities in reasonable detail, or if Client uses any Services and/or Deliverables in production, for business operations, or for any purpose other than reasonable testing, or if Client fails to provide Company with information reasonably requested to assess an alleged non-conformity, all Services and/or Deliverables will be deemed accepted.
- 6.4 Intellectual Property. Subject to full payment by Client of all Fees and other amounts due under the Contract, Intellectual Property Rights in the Deliverables created specifically by Company for Client pursuant to the applicable Orders shall vest in, or where not capable of vesting shall be assigned to, Client, excluding any Company IP, Vendor materials, third-party software, third-party tools, templates, methodologies, know-how, pre-existing materials, and any general skills, ideas, concepts, techniques, or experience acquired in the course of performing the Services. Notwithstanding the foregoing, Company shall retain sole and exclusive ownership of

Company's proprietary or licensed tools, templates, methods, know-how, software, documentation, and other Intellectual Property Rights, pre-existing or otherwise, including generalised enhancements and derivatives thereto ("Company IP"). To the extent any Company IP is incorporated into any Deliverable(s), Company grants to Client a royalty-free, worldwide, non-exclusive and non-transferable licence for Client's internal business purposes, to use the Company IP incorporated into the Deliverables.

- 6.5 Data Protection. Both Company and Client shall each comply with all applicable data protection requirements set out in the Data Protection Law in their performance under this Contract. This Clause 6.7 shall not relieve either Party of any obligations set out in the Data Protection Law and shall not remove or replace any of those obligations. Client shall ensure that it has all necessary rights, consents, notices, lawful bases, and permissions to enable Company lawfully to provide the Products and/or Services and to process any personal data or other regulated data made available by or on behalf of Client in connection with the Contract in accordance with applicable Data Protection Law. Company may suspend performance, without liability, to the extent Company reasonably believes that any instruction, data, material, environment, access method, or requested activity of Client is non-compliant with Applicable Laws or exposes Company or its subcontractors to security, regulatory, or legal risk. To the extent Company processes any personal data on behalf of Client, the Parties acknowledge that Client acts as controller and Company acts as processor unless otherwise expressly stated in the applicable Quote or required by Applicable Laws, and Schedule 1 shall apply. The Parties shall ensure that any international transfers of personal data are made in compliance with Chapter V of the EU GDPR, Chapter V of the UK GDPR, and any applicable adequacy decision, standard contractual clauses, international data transfer agreement, or other lawful transfer mechanism.
- 6.6 AI Services and AI Governance. To the extent the Products or Deliverables include or enable AI-related functionality, Client acknowledges that such functionality may generate probabilistic, incomplete or inaccurate outputs and require human judgment. Unless expressly stated otherwise in the applicable Quote, Company does not warrant that outputs will be unique, error-free, fit for any regulated, safety-critical, employment, credit, insurance, medical, legal, or other high-risk use case, or compliant with any Client-specific governance policy, and Client remains responsible for determining the suitability, lawfulness, configuration, supervision, and use of AI-enabled Products within its organisation including compliance with Applicable Laws (including, where applicable, Regulation (EU) 2024/1689 and any implementing or delegated acts thereunder), Vendor Terms, third-party rights, or documented use restrictions notified by Company or the applicable Vendor. Unless expressly stated in the applicable Quote, AHEAD shall not use Client Confidential Information or Client Personal Data to train, fine-tune, or improve AI models, except to the extent necessary to provide the Services, maintain security, prevent abuse, troubleshoot, or as otherwise permitted under applicable Vendor Terms and Data Protection Law.
- 6.7 Security Incidents. Company shall notify Client without undue delay after becoming aware of a Security Incident affecting Client data in Company's possession or control where notification is required by Data Protection Law. Company shall provide information reasonably available to it about the nature of the Security Incident, the categories of affected data, and the remediation steps taken or proposed, subject to Applicable Laws, confidentiality, legal privilege, information security, and the preservation of forensic integrity. Nothing in this Clause requires Company to disclose information that would compromise the security of other customers, Company systems, or Vendor environments.

7. FORCE MAJEURE

- 7.1 For the purposes of the Contract, "Force Majeure Event" means, in relation to Company, any circumstances beyond Company's reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by third-party sub-contractors beyond Company's reasonable control; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or

other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent, or any similar or dissimilar circumstances.

7.2 If any Force Majeure Event occurs which affects or may affect Company's performance of its obligations under the Contract, Company shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. Company shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

7.3 Company shall not be deemed to be in breach of the Contract nor shall Company otherwise be liable for any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event, and the time for that performance shall be extended accordingly. Client's payment obligations for Services performed prior to the Force Majeure Event shall continue in full.

8. NO WAIVER

No failure or delay by Company in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Company of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision. No waiver of any right or remedy shall be effective unless made in writing, and any waiver shall apply only to the specific circumstances for which it is given.

9. FURTHER ASSURANCE

The Client shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

10. VARIATION

Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by or on behalf of both Parties.

11. SEVERANCE

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that provision or those provisions shall, to the minimum extent required, be deemed modified so as to be lawful, valid and enforceable and, if such modification is not possible, be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

12. ASSIGNMENT

The Contract shall be personal to the Client, and therefore Client may not assign, or sub-licence, transfer or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the prior written consent of Company, such consent will not relieve the Client of its obligations and liabilities hereunder.

13. THIRD PARTY RIGHTS

No part of the Contract shall be intended to confer rights on any third parties and accordingly no person who is not a Party to the Contract shall have any right to enforce any of its terms.

14. RELATIONSHIP OF THE PARTIES

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties and each Party is an independent contractor, solely responsible for the manner and the form in which it performs its obligations under this Contract.

15. NOTICES

- 15.1 All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer or representative of the Party giving the notice, including by electronic signature where permitted by Applicable Laws.
- 15.2 All notices under the Contract shall be addressed to Company at the address or email address as notified in writing by Company to the Client from time to time, and to the Client at the address set out in the applicable Order, or such other address as notified in writing by the Client to Company from time to time. Notices shall be deemed received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid post or other next working day delivery service at 9:00 am on the second Business Day after posting; and if sent by email, at the time of transmission, or if this time falls outside business hours at the recipient's location, when business hours resume. This Clause does not apply to the service of any proceedings or other documents in any legal action.

16. ENTIRE AGREEMENT

- 16.1 This Contract together with the Order(s) constitutes the entire agreement between the Parties with respect to its subject matter. No failure or delay of either party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any rights or remedy shall only be effective if given by Company in writing and shall not be deemed a waiver of any subsequent breach of default by the Client and supersedes all previous agreements, understandings, and arrangements between them relating to its subject matter.
- 16.2 The Client acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Contract, provided that nothing in this Clause 16.2 shall limit or exclude liability for fraud or fraudulent misrepresentation.

17. LAW AND JURISDICTION

- 17.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Ireland.
- 17.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the courts of Ireland

SCHEDULE 1

1. Definitions

- 1.1 Words and phrases which have defined meanings in Data Protection Law have the same meaning when used in this Schedule.
- 1.2 For the purposes of this Schedule 1: "Client Personal Data" means any personal data (as defined in Data Protection Law) relating to identified or identifiable natural persons that is provided by or on behalf of Client to Company in connection with the Contract.. "Purpose" means the processing of Client Personal Data as necessary for Company to provide the Services to Client in accordance with the Contract and this Schedule 1. "Users" means the individuals authorised by Client to access and use the Services on Client's behalf, as further identified in the applicable Order. Unless otherwise expressly stated in the applicable Order, Client is the controller and Company is the processor in respect of Client Personal Data processed by Company on behalf of Client.

2. Terms

- 2.1 Without prejudice to Clause 6.7, the Client shall ensure that it has all necessary consents, notices, lawful bases, and other appropriate lawful procedures in place to enable the personal data to be lawfully transferred to or collected by Company in connection with the performance of the Contract.
- 2.2 In relation to the personal data, the scope, nature, purpose and duration of processing by Company and the types of personal data and categories of data subject are set out in the Order:
1. **Subject matter:** Client Personal Data
 2. **Nature and purpose of processing:** Company will process personal data for the purposes of providing the Services to the Client in accordance with this Contract.
 3. **Duration of processing:** The term of the Contract plus the period from the end of the term until the deletion or return of all personal data by Company.
 4. **Types of personal data:** Names, contact details (company, email, phone, physical business address).
 5. **Categories of data subject:** Prospects, customers, business partners, and vendors of Client (who are natural persons) and Client's Users authorized by Client to use the Services.
- 2.3 Company shall:
- (a) process personal data only on documented instructions from the Client, including with regard to transfers of personal data to a third country or an international organisation, as necessary to provide the Services (**Purpose**), unless Company is required by applicable law to otherwise process that personal data. Where Company is relying on applicable law as the basis for processing personal data, Company shall notify the Client of this before performing the processing unless prohibited from doing so by applicable law. If Company believes that any instruction received from the Client is likely to infringe applicable laws, Company shall inform the Client and may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing.

- (b) ensure that it has in place appropriate technical and organisational measures, appropriate to the risk, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, taking into account Article 32 of the EU GDPR and the corresponding provisions of the UK GDPR.
- (c) ensure that any personnel engaged and authorised by Company to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Company), and at the Client's cost and written request, in responding to any request from a data subject, to exercise rights under applicable Data Protection Law, and in ensuring the Client's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Data Protection Commission or other applicable supervisory authorities, in each case in relation to personal data, including, where applicable, under Articles 32 to 36 of the EU GDPR and the corresponding provisions of the UK GDPR;
- (e) notify the Client without undue delay after becoming aware of a personal data breach in relation to the personal data.
- (f) at the written direction of the Client, delete or return to the Client all personal data on termination of the Contract unless Company is required by applicable laws to continue to process that personal data. Personal data shall be considered deleted where it is put beyond further use by Company; and
- (g) make available to the Client all information reasonably necessary to demonstrate its compliance with this **Error! Reference source not found.** and Article 28 of the EU GDPR and the corresponding provisions of the UK GDPR. In the event of an audit for the purpose of this Schedule, Company may permit an authorised third-party auditor strictly subject to that auditor signing a confidentiality agreement with Company on terms reasonably satisfactory to Company, and any such audit shall be conducted on reasonable notice, during normal business hours, and in a manner that minimises disruption to Company's business and the confidentiality obligations owed to other clients.

2.4 The Client provides its prior, general authorisation for Company to:

- (a) appoint processors to process the personal data, provided that Company:
 - (i) ensures that the terms on which it appoints any processor comply with Data Protection Laws, and are consistent with the obligations imposed on Company in this **Error! Reference source not found.**;
 - (ii) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of Company; and
 - (iii) informs the Client of any intended material changes concerning the addition or replacement of processors, giving the Client the opportunity to object on reasonable data protection grounds. If the Client objects and Company cannot reasonably accommodate that objection, Company may terminate the affected Services on written

notice, and Client shall pay any unavoidable costs, commitments, or losses reasonably incurred by Company as a result of that objection; and

- (iv) transfer personal data outside of the UK or the European Economic Area as required for the Purpose, provided that Company shall ensure that all transfers are effected in accordance with Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Company, including any request to enter into standard contractual clauses adopted by the European Commission pursuant to Article 46 of the EU GDPR, standard data protection clauses adopted by the Information Commissioner (where the UK GDPR applies to the transfer) an international data transfer agreement, or any other applicable lawful transfer mechanism.
- (v) Information about Company's processors is available at: **trust.ahead.com**.