Installation Schedule

Version 1.0

1. APPLICATION AND INTERPRETATION

1.1 This Installation Services Schedule forms part of Penny Apples' General Terms and Conditions and applies in addition to the General Terms for any Contract for the provision of Installation Services provided by the Supplier to the Customer. Where not explicitly defined in this schedule all capitalised terms herein shall be interpreted in accordance with the definitions in the General Terms. Where the General Terms conflict with this Installation Services Schedule the latter shall take precedence.

1.2 Not used.

1.3 Where this Schedule is terminated it will not necessarily terminate other Services provided by the Supplier to the Customer including Subscription Services which will only terminate in accordance with the provisions of the individual schedules or under the General Terms.

1.4 The definitions and rules of interpretation in this paragraph apply to terms used in this Schedule. Acceptance Date: has the meaning given in paragraph 2.7. Additional Services: Services which are not part of the Installation Service which the Supplier offers to the Customer at an additional fee. Assets: any Customer-site Equipment, Software or Intellectual Property Rights used by the Supplier exclusively for the delivery of the Installation Services to the Customer. Assumed Contracts : means the contracts specified in the Installation Services Description currently in the name of the Customer which the Customer shall assign or otherwise arrange for the Supplier to become a party to for use in the Installation Services. Customer Account Team: the individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under this schedule. Customer Data: any information that is provided by or on behalf of the Customer to the Supplier as part of the Customer's use of the Services, including any information derived from such information. Customer Policies: those policies notified to and accepted by the Supplier. Customer Site: any premises occupied by the Customer at which it receives the Installation Services. Customer's Project Manager: the member of the Customer Account Team appointed by the Customer from time to time, the first of which will be named in the Installation Services Description. Error: has the meaning given in Paragraph 2.5. Hardware: all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver the Installation Services to the Customer. Incident: any known or latent Vulnerability, Virus or known security incident which: a. may affect the Assets; b. may affect the Supplier's network and information systems such that it could potentially affect the Customer or the Assets; or c. is reported to the Supplier by the Customer.. Installation Fees: the price payable to the Supplier for all fees made under this Installation Services schedule, as further described in the Acknowledgement. Installation Services Description : means the Installation Services description in the Acknowledgement setting out all the technical and procedural information required for the Installation Services to be delivered in accordance with this Schedule. Known Vulnerability: any Vulnerability that has either: a. been assigned a Common Vulnerabilities and Exposures (CVE) number; b. been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from to time to time; or c. been disclosed on the internet, or any public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice. Latent Vulnerability: any instances of typical classes of Vulnerability. For example, buffer overflows, cross -site scripting (XSS) and Structure Query Language (SQL) injection.

Mitigate: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with industry practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include Installation Services Description changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms Mitigated and Mitigation shall be construed accordingly.

Project Plan: the plan to be developed in the planning stage of the Installation Services. Regulatory Requirement: has the meaning given in Paragraph 12.10

Service Credit: any credits payable to the Customer in accordance with the Service Level Arrangements of the Installation Services Description. Service Level Arrangements: the service level arrangements set out in the Installation Services Description. Software: any software used by the Supplier (or any of its sub -contractors) to provide the Installation Services to the Customer whether owned by a third party (Third Party Software:), by the Customer (Customer Software :) or by the Supplier

(Supplier Software:). Supplier Account Team: the individuals appointed by the Supplier from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this schedule. Supplier's Project Manager: the member of the Supplier's Account Team appointed in accordance with Paragraph 2.2. Supplier's System: the information and communications technology system to be used by the Supplier (or any of its sub -contractors) in performing the Services, including the Hardware,

the Software, the Customer -site Equipment and communications links between the Hardware and the Customer-site Equipment and the Customer's Operating Environment. Transferring Contracts: the third -party contracts (including licences to Third -Party Software) that the Supplier reasonably considers necessary to enable the transition of the Installation Services to the Customer or any Replacement Supplier on expiry or termination of all or any part of this schedule for any reason. Virus: includes any malicious code, Trojan, worm and virus, lock, authorisation key or similar device that impairs or could impair the operation of the Software or the Installation Services. Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly. Work Product: all deliverables and all other reports, documents, materials, techniques, ideas, concepts, trademarks, know -how, algorithms, software, computer code, routines or sub-routines, service descriptions, plans, notes, drawings, designs, pictures, images, text, audio visual works, inventions, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by the Supplier (or any of its sub-contractors) in connection with the Services or which relate in any manner to the Services or which result from any work performed by the Supplier (or any of its sub -contractors) for the Customer, including any and all Intellectual Property Rights therein.

1.5 Any Goods agreed to be supplied by the Supplier and necessary for the Installation Services, including but not limited to Hardware, Software, documentation and licences thereto shall be provided by the Supplier to the Customer in accordance with the General Terms before Installation Services are initiated.

1.6 Any delay in the receipt of the Goods required for the Installation Services shall actionable only in respect the contract for the supply of the Goods and the Customer shall not be entitled to any further damages in relation to the delay of the Installation Services or provision of any other underlying Services materially caused by the delay in the delivery of the Goods.

1.7 Not used.

1.8 The Customer shall follow the Supplier's instructions for making the Customer Operating Environment ready for the integration of the Installation Services with the Customer's system.

1.9 The Customer shall on the Commencement Date ensure that the benefit of any Assumed Contracts are assigned, novated or transferred to the Supplier as soon as practicable and in any event before the initiation of the Installation Services. If any consent of any third party is required to the assignment, novation or transfer of an Assumed Contract and has not been obtained at, or prior to, the Commencement Date, the Customer and the Supplier shall each use all reasonable endeavours to obtain that consent as soon as possible after the Commencement Date. Unless or until any Assumed Contract is assigned, novated or transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include the Supplier finding an alternative source of supply and/or the Customer holding the benefit of the relevant Assumed Contract as agent for the Supplier.

2. INSTALLATION SERVICES

2.1 The Supplier Account Team shall initially consist of the personnel stated by the Supplier at the start of the contract . The Supplier shall use reasonable endeavours to ensure continuity of its personnel assigned to this schedule.

2.2 The Supplier shall appoint the Supplier's Project Manager, who shall have the authority to contractually bind the Supplier on all matters relating to this schedule. The Supplier shall use reasonable endeavours to ensure continuity of the Supplier's Project Manager but has the right to replace him/her from time to time where reasonably necessary in the interests of the Supplier's business.

2.3 The Supplier shall prior to providing any of the Installation Services survey the Customer Site and make any necessary adjustments to the Installation Services Description to reflect the requirements of the building and Customer Operating Environment. Where the change in the Installation Services Description resulting from such survey adjustment increases the price of the Installation Services the Supplier shall notify the Customer and providing the increase is less than 10% more than the initial price the Customer shall pay such higher figure. Where the amount of increase exceeds 10% the Customer and the Supplier shall use the change control procedure to agree the price and where agreement proves impossible this Contract shall be terminated at the option of either party without further liability to the other in respect of the failure to provide the Installation Services in accordance with the Contract.

2.4 The Supplier shall perform the Installation Services in accordance with the Installation Services Description. The Supplier shall use reasonable endeavours to meet any agreed performance dates, but any such dates shall be estimates only, and time shall not be of the essence in this schedule.

2.5 When the Supplier considers that following installation the Installation Services are ready for activation it shall so notify the Customer. Within five Business Days of such notification the Customer shall review the operation of the Installation Services to confirm that they function in material conformance with the Installation Services Description. If the Installation Services fail in any

material respect to conform with the Installation Services Description , the Customer shall give the Supplier a d etailed description of any such non-conformance (Error) in writing, within the five Business Day review period.

2.6 The Supplier shall use reasonable endeavours to correct any Error within a reasonable time and, on completion, re -submit the Installation Services to the Customer. The provisions of Paragraph 2.4 and this Paragraph 2.5 shall then apply again, up to three additional times. If the Supplier is unable to correct the Error after three attempts, either party may terminate this schedule with immediate effect by giving written notice to the other party, without further liability to the other in respect of the Error or failure to provide the Installation Services in accordance with this schedule.

2.7 If the Installation Services are found to conform with the Installation Services Description or if the Customer does not provide any written comments within the five Business Day review period described in Paragraph 2.4, the Installation Services shall be deemed accepted as from the date of the notification or expiry of the five Business Day review period (in each case the Acceptance Date).

2.8 Where the Installation Services consist purely of a due diligence exercise on an existing system as described further in the Installation Services Description then once the due diligence exercise is complete and the Supplier is satisfied with the Customer Operating Environment for the provision of the Installation Services the Supplier shall communicate this to the Customer and the date of this communication shall be the Acceptance Date.

2.9 Where following the due diligence exercise the Supplier concludes, at its sole but reasonable discretion, that the Customer Operating Environment is unsatisfactory the Customer may choose to either:

2.9.1 upgrade the Customer Operating Environment:

2.9.1.2 itself and complete further due diligence at an additional cost to be agreed with the Supplier; or

2.9.1.3 request the Supplier to adjust the Installation Services Description at an additional cost to include the necessary upgrade (in which case the usual installation testing procedures shall apply); or

2.9.2 choose to terminate the Contract providing a payment is made to reimburse the Supplier for the reasonable costs of the due diligence exercise.

3.6 The Supplier shall comply with the Customer Policies at all times when providing the Services at the Customer’s Sites.

4. SUPPLIER’S OBLIGATIONS

4.1 The Supplier undertakes that the Installation Services will be provided substantially in accordance with the Installation Services Description and the warranty requirements (and subject to the limitations) of the General Terms. For the avoidance of doubt the exclusions stated in the Installation Services Description and the Assumptions apply to the undertaking under this Paragraph 4.1 and the Supplier shall not be under any obligation to carry out services in in respect of exclusions specified or where the Assumptions prove incorrect.

4.2 The undertaking in Paragraph 4.1 shall not apply to the extent of any non-conformance that is caused by use of the Installation Services contrary to the Supplier’s instructions.

4.3 If the Services do not conform with the undertaking in Paragraph 4.1, the Supplier shall, at its expense, use all reasonable commercial endeavours to correct any such non - conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer’s sole and exclusive remedy for any breach of the undertaking in Paragraph 4.1.

4.4 Notwithstanding the foregoing, the Supplier does not warrant that the Customer’s use of the Installation Services shall be uninterrupted or error-free.

5. CUSTOMER’S OBLIGATIONS

The Customer shall:

5.1 provide the Supplier with:

5.1.1 all necessary co-operation in relation to the Services; and

5.1.2 all necessary access to such information as may be reasonably required by the Supplier, in order to provide the Services, including Customer Data, security access information, and (subject to providing any confidentiality undertakings reasonably required by the Customer) software interfaces to the Customer’s other business applications;

5.2 provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by the Supplier from time to time. The Customer Account Team shall initially consist of the personnel listed

in the Installation Services Description.

5.3 appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to this schedule. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager, but has the right to replace them from time to time where reasonably necessary in the interests of the Customer's business;

5.4 comply with all applicable laws and regulations with respect to its activities under this schedule;

5.5 carry out all other Customer responsibilities set out in this schedule or in the Installation Services Description in a timely and efficient manner. In the event of any delays in the Customer's compliance with their obligations under this Schedule the Supplier may adjust any timetable or delivery schedule set out in this schedule as reasonably necessary.

5.6 The Customer Operating Environment connected to or used with the Installation Services must be connected and used in accordance with any reasonable instructions, safety and security procedures applicable to the use of the Customer Operating Environment. Wh ere the Customer Operating Environment is attached (directly or indirectly) to the Installation Services it must be technically compatible with the Installation Services and approved for the purpose under any relevant legislation or telecommunications industry standards.

5.7 The Customer shall not:

5.7.1 allow the Installation Services to be repaired or maintained except by an authorised representative of the Supplier;

5.7.2 damage the Customer -site Equipment and not add or modify or in any way interfere with the performance of the Customer-site Equipment;

5.7.3 provide the Installation Services directly or indirectly to third parties;

5.7.4 not remove any identification mark affixed to the Customer -site Equipment showing that it is the property of the Supplier or other third -party supplier of such equipment.

6. SECURITY

6.1 The Supplier shall ensure that the Installation Services are provided with appropriate safety and security systems, policies and procedures detailing how to prevent unauthorised access or damage to, any and all Services, the Supplier's System and related networks or resources and the Customer Data, in accordanc e with industry practice. The Customer agrees to comply with all safety and security instructions given by the Supplier during the course of the Installation Services and to implement all reasonable policies and procedures notified by the Supplier for the necessary safety and security of the Customer Operating Environment.

6.2 In the event of any loss or damage to Customer Data during the Installation Services, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in the Installation Services Description. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data cau sed by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer Data maintenance and back-up).

7. WARRANTIES

The Supplier warrants, represents and undertakes that:

7.1 it has the full capacity and authority to enter into and perform this installation schedule and that this installation schedule is executed by a duly authorised representative of the Supplier;

7.2 it owns, or has obtained valid licences, consents, permissions and rights to enable the Supplier to comply with this schedule and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this schedule including for the Customer's use and receipt of the Installation Services, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

7.3 it shall comply with all applicable laws and regulation (applicable at the date of this schedule) in performing its obligations under this schedule. For the avoidance of doubt unless specifically stated in these terms this does not include any heightened cybersecurity requirements to which the Customer may be subject under the European Union (Measures for a High Common Level of Security of Network and Information Systems) Regulations 2018 (S.I. No. 360 of 2018) or any legislation implementing Directive (EU) 2022/2555 (NIS2) in Ireland;

7.4 the Customer's possession and use in accordance with this schedule of any materials (including third -party materials) supplied by the Supplier to the Customer shall not cause the Customer to infringe the rights, including any Intellectual Property Rights, of any third party;

7.5 any software, system or telecommunications provided by or on behalf of the Supplier shall be tested for Viruses, Known Vulnerabilities and any of the same that are identified shall be Mitigated against before the date of delivery or use of such software, systems or telecommunications by the Supplier; and

7.6 all personnel and sub -contractors used by the Supplier in the performance of this schedule are adequately skilled and experienced for the activities they are required to perform; and

7.7 it will make all reasonable efforts not to introduce, or permit the introduction of, any Viruses or Known Vulnerabilities into Customer's Operating Environment, or the Customer's other network and information systems, while performing the Services.

Without prejudice to express warranties contained in this schedule, all implied warranties and representations (including without limitation any warranty or representation that the Service is free of defects, of satisfactory quality, or fit for a particular purpose) relating to the Installation Services are hereby excluded.

8. FEES AND PAYMENT

8.1 The Customer shall pay the Installation Services Fees and any Additional Services Fees.

8.2 The Customer shall also reimburse the Supplier for all actual, reasonable travel costs and expenses including airfares, hotels and meals incurred by the Supplier in performance of the Installation Services.

8.3 The Supplier shall invoice the Customer for the Installation Services and the Customer shall pay to the Supplier the Installation Services Fees as set out in the Acknowledgement prior to the Installation Services being commenced. Any delay in the payment of the Installation Services Fees shall entitle the Supplier to delay the Installation Services to such time as the Invoice is satisfactorily paid and the Supplier shall have no liability for this delay.

8.4 If any Charges remain unpaid in accordance with the Penny Apples Terms and Conditions the Supplier may at its option suspend the Installation Services party or fully for such period as the Charges remain outstanding and if this period fails to remedy the non-payment within thirty (30) days (or such longer period as specified in the appropriate notice) of the receipt by the Customer of a written notice sent by the Supplier which clearly stipulates th e payment(s) that have not been made by the Customer and that th e Supplier intends to suspend such Installation Services if payment is not received within the specified period. Any such suspension shall be without prejudice to its right to terminate this schedule. Where the Installation Services are suspended under this paragraph 8.4 the Customer will still be liable to pay all Fees until this schedule is terminated. For the avoidance of doubt the suspension of the Services shall be limited to those Installation Services to which the non -payment relates and not any other Services provided by the Supplier under this Contract.

10. PROPRIETARY RIGHTS

10.1 Nothing in this schedule affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information) (Pre-Existing IPR).

10.2 The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with the Supplier's (or any third party suppliers) title, interests or rights with respect to the Installation Service including but not limited to using the Supplier's trademarks or tradename.

10.3 The Supplier acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer Data. The Supplier shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.

10.4 The Customer acknowledges and agrees that the Customer shall have no rights to any intellectual property rights arising as a result of the use of the Installation Services or developed during the Installation Services except for a licence, as stated in paragraph

10.4 below, to use the Supplier's intellectual property solely to the extent necessary for the provision of the Installation Services.

10.5 The Customer grants to the Supplier a revocable, sub -licensable, non-transferable, non-exclusive, royalty-free, worldwide limited licence for the term of this schedule to use, exploit, copy, reproduce, manufacture, sub -license, modify, improve, enhance and make derivative works of the Customer's Intellectual Property Rights solely to the extent necessary to enable the Supplier to comply with its obligations under this schedule.

10.6 The Supplier shall not disclose to the Customer or use in its work any trade secrets or confidential information of a third party which the Supplier is not lawfully entitled to disclose or use in such manner. The Supplier shall not use any equipment,

suppl ies, facilities, computer code, work product, inventions or materials of any other third party (Third-Party Materials) in any Work Product or in the Supplier's performance under this schedule unless:

10.6.1 the Supplier has the full right and authority to do so without violating any rights of any third party;

10.6.2 the Supplier has obtained all necessary rights to enable it to perform its obligations under this schedule and grant the rights granted pursuant to this schedule, and to permit the Customer to utilise the Third -Party Materials as contemplated under this sc hedule, in each case at no additional cost or expense to the Customer;

10.6.3 the Customer's use of such Third -Party Materials will not restrict or impair in any manner its use of the Work Product or subject the Customer to any obligation or liability; and

10.6.4 such Third-Party Materials are specifically identified to the Customer in writing in advance of any use and the Customer has agreed in writing to such use.

10.7 For the avoidance of doubt the Customer-site Equipment shall remain the property of the Supplier or the supplier of such equipment and the Customer shall at all times make clear to third parties that the same is the property of the Supplier or a third - party supplier of the Supplier.

10.8 Each party reserves all rights not expressly granted in this schedule.

11. LIMITATION OF LIABILITY

In addition to the Limitations of Liability set out in the General Terms the Supplier further limits their liability, subject always to Clause 14.4 of the General Terms, in the following way:

11.1. The Service Level Arrangements state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Installation Services , or their non -performance and non - availability.

11.2 Service credits under the Service Level agreement are limited in aggregate to the amount paid by the Customer to the Supplier in the month relating to the service credit for the Installation Services.

12. TERM AND TERMINATION

12.1 This schedule shall commence on the Commencement Date and continue until the Acceptance Date or in accordance with the termination provisions of the General Terms and Conditions.

12.2 Without prejudice to any other right or remedy available to it, and subject to Paragraph

15, either party may terminate this schedule with immediate effect by giving written notice to the other party if:

12.2.1 for any reason stated in the General Terms Paragraphs 16; and

12.2.2 in the case of a due diligence exercise on an existing Customer Operating Environment where it transpires that the Customer Operating Environment is insufficient and either the Customer does not wish to upgrade the system or the Supplier has not been able to improve the Customer Operating Environment to a sufficient degree to achieve acceptance from the Customer;

12.2.3 Where the Supplier increases their Installation Fees by more than 10% following a survey conducted under Paragraph 2.3 and the Customer does not wish to continue with the Managed Service

12.3 Without prejudice to any other right or remedy available to it the Supplier may terminate this schedule immediately on notice where there is a change of control of the Customer (within the meaning of section 11 of the Taxes Consolidation Act 1997).

12.4 Without prejudice to any other right or remedy available to it either party may terminate this schedule with immediate effect by giving written notice if the other party breaches any material terms of the Data Protection requirements of the General Terms or the security provisions in Paragraph 6.

12.5 Termination payments shall be paid by the Customer to the Supplier in respect of the following paragraphs in the respective amounts:

12.5.1 Termination in accordance with Paragraph 12.2.2: A payment in respect of the due diligence exercise;

12.5.2 Termination in accordance with Paragraph 12.2.3: A payment of €1,000 in respect of the survey.

12.6 The party not affected by a continuing Force Majeure Event may terminate this schedule in accordance with the General Terms provisions for Force Majeure.

12.7 Any provision of this schedule which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this schedule shall remain in full force and effect.

12.8 Termination of this schedule for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.

12.9 On expiry or termination of this schedule for any reason:

12.9.1 the Supplier shall immediately cease provision of the Installation Services;

12.9.2 (subject to paragraph 12.9.1) each party shall make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party and the Customer shall cease to use any IP address licensed to the Customer by the Supplier; and

12.9.3 The Customer shall, at its expense return all Customer -site Equipment to the Supplier and where this is not returned to the Supplier within 30 days the Supplier shall be charged and shall pay the Fee for the purchase of the Customer-site Equipment.

12.10 If a party is required by any law, regulation, or government or regulatory body (Regulatory Requirement) to retain any documents or materials which it would otherwise be obliged to return or destroy, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Paragraph 10 and confidentiality under the General Terms shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.

14.12 The Supplier shall be considered to have satisfied its obligation to “expunge” or “destroy” or “dispose” of any electronic data where it puts such electronic data beyond use.

15. Non-solicitation of employees or contractors

15.1 In order to protect the legitimate business interests of the Supplier, the Customer covenants with the Supplier that it shall not (and shall procure that no member of the Customer’s group) shall (except with the prior written consent of the Supplier):

- (a) attempt to solicit or entice away; or
- (b) solicit or entice away,

from the employment or service of the Supplier the services of any Restricted Person other than by means of a national advertising campaign open to all -comers and not specifically targeted at such staff of the Supplier.

15.2 The Customer shall be bound by the covenant set out in clause 15.1 during the term of this schedule, and for a period of 6 months after termination of this schedule.

15.3 For the purposes of this clause 05, a Restricted Person shall mean any firm, company or person employed or engaged by the Supplier during the term of this Contract, who has been engaged in the provision of the Services or the management of this schedule either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

Non-employment of employees

16.1 In order to protect the legitimate business interests of the Supplier, the Customer covenants with the Supplier that it shall not (and shall procure that no member of the Customer’s group shall) (except with the prior written consent of the Supplier) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

16.2 The Customer shall be bound by the covenant set out in clause 16.1 during the term of this schedule and for a period of 6 months after termination of this schedule.

16.3 For the purposes of this clause 16, a Restricted Person shall mean any firm, company or person employed or engaged by the Supplier during the term of this schedule, who has been engaged in the provision of the Services or the management of this schedule either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

17. GOVERNING LAW AND JURISDICTION

17.1 This schedule and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non -contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

17.2 Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this schedule or its subject matter or formation (including non -contractual disputes or claims).

This schedule has been entered into on the date stated in the Acknowledgement

Installation Services Description

1. PLANNING AND DUE DILIGENCE

The Supplier shall prepare the Project Plan in co -operation with the Customer. Where the Installation Services include the taking over of a previously non-Supplier installed system The Project Plan shall list the detail in respect of the service currently in place and give the Supplier the reasonable information on the existing system as required in accor dance with this schedule and a due diligence exercise shall be undertaken by the Supplier to see whether the

Customer Operating Environment is suitable for the provision of the Installation Services.

2. IMPLEMENTATION

The Supplier and the Customer shall co -operate in implementing the Installation Services in accordance with the implementation provisions of the Project Plan.

3. ROLL-OUT

The Supplier and the Customer shall co -operate in rolling out the Installation Services in accordance with the roll-out provisions of the Project Plan.

5. MINIMUM STANDARDS REQUIRED FOR THE SERVICES

In order for the Customer's existing environment to qualify for the Suppliers Installation Service the following requirements must be met:

- (a) All Servers and endpoints with Microsoft Windows Operating Systems must be running software versions that are within Microsoft's 'extended support dates'.
- (b) All server and desktop software must be genuine, licensed and vendor Supported.
- (c) The environments must have a vendor supported backup solution that can be monitored and send notifications on job failures and successes.
- (d) The environments must have a currently licenced vendor supported hardware firewall between the Internal Network and the Internet.

6. EXCLUDED SERVICES

Services rendered under this Schedule do not include:

- (a) Parts, equipment or software not covered by vendor/manufacture warranty or support.
- (b) The costs of shipping charges of any kind.
- (c) The costs of any software, licensing or software renewal or upgrade fees of any kind.
- (d) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (e) The cost to bring the Customer's environment up to the minimum standards required for Services. (f) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- (g) Service and repairs made necessary by the alterations or modifications of equipment other than that authorised by the Supplier including alterations made by the Customer's employees or anyone other than the Supplier.