

# General Terms and Conditions of Service

## 1. Acceptance

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| 1.1 | This is a legal agreement between you the Customer, agreeing to these general terms and conditions of service (the “ <b>Terms and Conditions</b> ”) and the applicable contracting entities as set forth here, <a href="https://www.integrity360.com/entitytable">https://www.integrity360.com/entitytable</a> (“Integrity”). By engaging with Integrity through the issue to you, and agreement by you of a Quote (in respect of which a purchase order has subsequently been issued to Integrity) and / or availing of the Service, the Customer warrants, represents and acknowledges that: (i) the Customer has read and understood these Terms and Conditions (including the DPA, a copy of which is available by clicking here <a href="https://www.integrity360.com/dpa">https://www.integrity360.com/dpa</a> ); and (ii) the Customer agrees to be bound by the Terms and Conditions; and (iii) acknowledges that the Terms and Conditions govern the Customer’s use of the Service availed of from the applicable Services Commencement Date; and (iv) the information that the Customer provided in registering for this Service is accurate and complete; and (v) the information provided is the Customer’s or within the Customer’s right to use. |
| 1.2 | If you are entering into the Terms and Conditions on behalf of a third party or other legal entity that is to be the Customer, you represent and warrant that: (i) you have the authority to bind such entity and its Affiliates (as defined below) (where applicable) to the Terms and Conditions; and (ii) you agree on behalf of that entity and its Affiliates that it will be the Customer; and (iii) authority to accept the Terms and Conditions was given by the Customer with the Customer’s full knowledge of the provisions contained in the Terms and Conditions. If you do not have such authority, or if the Customer does not have such knowledge of the Terms and Conditions or if you or the Customer do not agree to to the Terms and Conditions, you must not accept them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.3 | Should the Customer be provided the Service prior to acceptance of the Terms and Conditions, these Terms and Conditions shall be deemed to have been entered into and accepted by the Customer on the date that provision of the Service commences.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.4 | Obligations, rules, and restrictions affecting the Customer in the Terms and Conditions shall also bind any agents, licensees, servants, contractors, sub-contractors and employees of the Customer and any Affiliates and any agents, licensees, servants, contractors, sub-contractors and employees of any Affiliates who are provided the Service. Any breach of such obligations, rules and restrictions by such parties shall be deemed to be a breach of same by the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 1.5 | For the avoidance of doubt, except as otherwise set out in the applicable Services Schedule, in circumstances where a purchase order has been issued by the Customer to Integrity in relation to a Quote, but the relevant purchase order has not been fulfilled within 1 year of the date of such purchase order, Integrity reserves the right to invoice the Customer for the full amount set out in the purchase order, signed quote or instruction to proceed. |
| 1.6 | In respect of the Managed Services, unless otherwise stated in the relevant Services Schedule Integrity reserves the right to invoice the Customer for any purchase order, signed quote or instruction to proceed, issued by the Customer to Integrity immediately following receipt of such purchase order, signed quote or instruction to proceed.                                                                                                               |

## 2. Definitions

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| 2.1 | <p>In these Terms and Conditions, the following words and expressions (that are capitalised for the same purpose) whether appearing under this clause or before it shall have the following meanings:</p> <p><b>“Charges”</b> means the charges for the Services as referred to in any relevant Services Schedule.</p> <p><b>“Confidential Information”</b> means all information of a confidential or proprietary nature disclosed by either party to the other or obtained by either party from the other which is marked or designated as confidential or which by its nature should reasonably be regarded as confidential. Confidential Information in the case of Integrity shall also include any technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Customer by Integrity, its employees, agents, consultants or subcontractors or of any Group Company and any other confidential information concerning Integrity's business or its products which the Customer may obtain.</p> <p><b>“Customer”</b> means the legal person who agrees and acknowledges the Quote issued to it by Integrity and any relevant Services Schedule, accepting these Terms and Conditions.</p> <p><b>“Data Protection Laws”</b> means all applicable privacy and data protection laws (including the General Data Protection Regulation ((EU) 2016/679) and specifically in the United Kingdom the Data Protection Act 2018) and any applicable national implementing laws, regulations and secondary legislation in applicable jurisdiction relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.</p> <p><b>“Documentation”</b> means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Supplier to Integrity for on supply to end customers, in relation to Products.</p> <p><b>“DPA”</b> means the Data Processing Addendum, a copy of which is available by clicking here <a href="https://www.integrity360.com/dpa">https://www.integrity360.com/dpa</a>, which you agree to be bound by in respect of the supply of the Service by us to you.</p> <p><b>“EULA”</b> means any end-user licence agreement or any similar terms and conditions applicable to the Products.</p> <p><b>“Group Company”</b> means any subsidiary of Integrity or any holding company of Integrity or any company which is owned and controlled by the same person or persons that own and control Integrity. Subsidiary and holding company shall have the meanings ascribed thereto in (i) sections 7 and 8 of the Companies</p> |
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Act 2014 as applicable in Ireland; or (ii) section 1159 of the Companies Act 2006 as applicable in the United Kingdom; or (iii) 1 kap. 11 § Aktiebolagslagen (2005:551) as applicable in Sweden.

**“Intellectual Property Rights”** means all patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**“In-put Material”** means all documents, information and materials provided by the Customer relating to the services the subject of a Services Schedule including the In-Put Materials specified in a Services Schedule.

**“Insolvency Event”** means in respect of either party, that the party is unable to pay its debts as they fall due or becomes insolvent or an order is made or a resolution is passed for the liquidation, administration, winding-up or dissolution of the party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a liquidator, examiner, trustee or similar officer is appointed over all or any substantial part of the assets of the party or the party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

**“Integrity’s Equipment”**, means any equipment, including tools, systems, cabling or facilities, provided by Integrity or its subcontractors and used directly or indirectly in the supply of the Services and which are not the subject of a separate agreement between the parties under which title passes to the Customer.

**"Managed Service"** means the managed service provided by Integrity to the Customer (as relevant) in accordance with the relevant Services Schedule.

**“Manufacturers Warranties”** means the warranties given by a Supplier in relation to any Product which is hardware.

**“Mobilisation Fee”** means the fee charged at the outset of the supply of Services to be invoiced on the basis of a percentage (%) of the agreed fee/Charges estimate.

**“Network”** means the network as defined in a Services Schedule and comprising the Supported Products listed in it.

**“Normal Working Hours”** means the hours 9.00am to 5:30pm GMT Monday to Friday, except Bank and Public Holidays in any applicable jurisdiction or as set out in Services Schedule.

**“Open-Source Software”** means any software licensed under any form of open-source licence meeting the Open Source Initiative's definition (<http://www.opensource.org/docs/definition.php>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the Supported Software or with which the Supported Software is compiled or to which it is linked.

**“Personal Data”** means such data as defined in the DPA.

**“Pre-Existing Materials”** means all items, material or information which were created or used by Integrity prior to the Services Commencement Date of a Services Schedule or which are or were created by Integrity independently of the delivery of the Services specified in a relevant Services Schedule;

**“Products”** means Supported Hardware and/or Supported Software and licenses that are supplied to the Customer by Integrity.

**"Quote"** means the quote issued by Integrity and in respect of which the Customer subsequently issues a purchase order and agrees and acknowledges that, together with these Terms and Conditions and the applicable Service Schedule(s), are the terms under which the Service is provided.

**“Sanctions”** mean any economic sanctions laws or regulations, any embargoes or any restrictive measures administered, enacted, or enforced by any Sanctions Authority. “Sanctions Authority” means any of: (a) the United States government; (b) the United Nations; (c) the European Union or its Member States, including without limitation, Ireland and Sweden; (d) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State and any applicable governmental or other authority in applicable local jurisdiction.

**“Services”** means the services described in a Services Schedule.

**“Services Schedule”** means a specific service or services schedule, or in the form of a statement of work, that Integrity will provide in accordance with these Terms and Conditions and any relevant Services Schedule concerned. The Services Schedule incorporates the Terms and Conditions

**“Services Commencement Date”** means the date when the parties agree the Services will commence as set out in the Quote or Services Schedule.

**“Site(s)”** means the location(s) at which the Supported Products are installed.

**“Supported Products”** means any Supported Hardware and or Supported Software and referred to in a Service Schedule.

**“Support Services”** means the services to be provided by Integrity in the supply of Products and its Services.

**“Supported Hardware”** means any hardware listed as such in a Services Schedule.

**“Supported Software”** means any software listed as such in a Services Schedule.

**“Supplier”** means a third-party supplier of Products and from whom Integrity purchases the Products.

**“Term”** means the length of time that Services the subject of a Services Schedule are provided, as referred to in clause 3.

**“Third-Party Licences”** means any Open-source Software licences relating to the Supported Software, including the General Public Licence (if applicable) and any proprietary Supported Software licences.

**“Tools”** mean any tools and know-how developed and methods invented by Integrity in the course of, or as a result of, carrying out Services, whether or not developed or invented specifically or used exclusively to carry out the Services.

**“Training”** means the training to be provided by Integrity as part of the Services detailed in a Services Schedule.

**“VAT”** means the applicable value added tax on any Services and Products provided/supplied under any Services Schedule.

**“WEEE Regulations”** means any regulations implementing the recast WEEE Directive 2012/19 of 4 July 2012 on waste electrical and electronic equipment (WEEE) or its or their equivalent under the laws of the jurisdiction in which the Customer is incorporated.

## 3. Term

These Terms and Conditions shall remain in force for such period from the Services Commencement Date as is agreed by Integrity and the Customer as set out in the Quote , or Services Schedule as the case may be (the “Term”) unless otherwise provided in the Services Schedule concerned or unless terminated

by either party in line with clause 9. The Terms and Conditions, and any related Service Schedules shall automatically renew for additional terms equal in duration to the Term if neither party serves written notice of termination no later than 90 days prior to the date of the expiration of the then current term

## 4. The Services

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| 4.1  | Integrity shall provide the Services to you pursuant to these Terms and Conditions (the Quote, any Services Schedule and the DPA which all apply to the provision of the Service to the Customer).                                                                                                                                                                                                                                                                                                                                                             |
| 4.2  | Integrity and the Customer shall in each case agree the form of and sign a Services Schedule in respect of each type of Service to be provided hereunder.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.3  | Each Services Schedule shall be agreed on an ad hoc basis through engagement between the Customer and, as applicable, the Practice Lead, Head of Managed Security Services or the Services Delivery Manager.                                                                                                                                                                                                                                                                                                                                                   |
| 4.4  | Integrity and the Customer shall discuss and agree the draft Services Schedule. When it has been agreed, they shall both sign a copy of it.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.5  | Integrity shall charge for the preparation of all Services Schedules on a time and materials basis in accordance with the criteria detailed in each such Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.6  | Once a Services Schedule has been agreed and signed in accordance with this clause, no amendment shall be made to it except in accordance with clause 15.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.7  | The Services Schedules shall not form separate contracts from the Terms and Conditions and shall be part of the Terms and Conditions. For the avoidance of doubt, to the extent there is any variation or conflict of terms between a Services Schedule and these Terms and Conditions, these Terms and Conditions shall apply.                                                                                                                                                                                                                                |
| 4.8  | The Services the subject of a Services Schedule will be provided during Normal Working Hours or twenty-four hours per day (GMT time) seven days a week whichever is set out in the relevant Services Schedule concerned.                                                                                                                                                                                                                                                                                                                                       |
| 4.9  | Each of the parties may request a change to the Services to be performed in accordance with clause 15 hereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.10 | The Services will commence on the later of (i) the Services Commencement Date as specified in the Services Schedule concerned or (ii) after a detailed due diligence audit being performed and approved by both the Customer and Integrity as described in clause 5 below and (iii) after Integrity has been paid its fees and applicable VAT thereon for the particular due diligence audit. All Services will be delivered on the understanding that the Network and its constituent elements will conform to the minimum standards stipulated by Integrity. |

## 5. Due Diligence

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| 5.1 | Prior to the commencement of the Services the subject of a Services Schedule, Integrity will require a Network and Site review and audit as part of Integrity's due diligence prior to any Services commencement. The Network and Site including Supported Products must reach a minimum standard of compliance in terms of software licences, hardware and software revisions that are current at the time of audit. Up to date documentation including current Network diagram for the Site must be provided to Integrity by the Customer. |
| 5.2 | The due diligence service will be subject to additional charges and will be estimated, quoted and delivered on a time and materials basis with the prior written agreement of the Customer.                                                                                                                                                                                                                                                                                                                                                  |
| 5.3 | Work to be carried out will include (i) a full audit of the required systems and applications including the Supported Products installed and their configurations and (ii) based on the audit, a set of recommendations will be provided to either incorporate into the Services Schedule by agreement of the parties or Integrity will require by agreement with the Customer that the Site and the Network is brought up to the required standard before a relevant Services Schedule is entered into.                                     |

## 6. Supply of Products

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| 6.1 | The Customer shall, subject to these Terms and Conditions and any related Services Schedule, acquire Products and/or licence Products as the case may be from Integrity. Integrity shall not be bound to supply any Products unless a relevant Quote listing the Products has been issued by Integrity and agreed by the Customer and in respect of which the Customer has subsequently issued a purchase order.                                                                                                                                                                                                                                                                  |
| 6.2 | The Products will be delivered to the delivery point specified by the Customer in the relevant Services Schedule. Integrity shall have the right to deliver Products in instalments. Risk in the Products passes to the Customer on delivery of the Products (confirmed by signature from a duly authorised representative of the Customer) at the agreed delivery point. Title to each Product (with the exception of title to Supported Software and documentation) shall only pass to the Customer when full payment is made to Integrity for the relevant Product.                                                                                                            |
| 6.3 | Integrity shall use all commercially reasonable endeavours to meet the delivery dates advised by Integrity. However, Integrity shall not be liable for any loss or damage due to its failure to meet scheduled delivery dates. Time for delivery shall not be of the essence unless previously agreed by Integrity in writing. Products may be shipped by Integrity to the agreed delivery point in advance of the scheduled delivery date.                                                                                                                                                                                                                                       |
| 6.4 | The Customer acknowledges that Integrity may from time to time and its sole option: (i) improve the specification of any Product; or (ii) discontinue the sale of any Product. Integrity will provide sixty (60) days' notice prior to discontinuance of any Product and as much notice as possible of any Product specification change. Integrity may, pursuant to a Services Schedule, supply substituted Products, where current Products have been discontinued or their specification has changed provided that such substituted Product meets the requirements specified in the Services Schedule concerned, has the same or better specification than the Product ordered. |

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| 6.5   | Integrity warrants that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.5.1 | the Supported Hardware will be new (except where otherwise specified in a Services Schedule;) and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.5.2 | as far as it is able, Integrity will pass on to the Customer the benefits of any Manufacturers' Warranties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.6   | Integrity shall provide such warranty support and or hardware support in respect of Products the subject of a Services Schedule as set out in that Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.7   | The Customer hereby agrees that all Documentation are the exclusive property of Integrity. The Customer undertakes not to copy modify or disclose the Documentation except to those of its employees having a strict need to know. The Customer further undertakes not to use any such Documentation except as necessary in connection with the installation, testing and operation of the Products. The Customer will use its best endeavours to prevent the disclosure and dissemination of the Documentation to any third party. It is a condition of the performance by Integrity of its obligation hereunder that the Customer shall strictly observe the terms of this clause.                                                                                                                                                                                                           |
| 6.8   | Any Products and related technical information supplied to the Customer are for the Customer's own use and not for resale. Without prejudice to the foregoing, the Customer undertakes to Integrity not to export, directly or indirectly, any Product and all related technical information that Integrity may deliver or disclose to the Customer in breach of any applicable laws or regulations including without limitation the UK export laws, Irish export laws and United States export laws and regulations, (the "Export Control Laws"), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. The Customer shall at all times comply with the Export Control Laws and the rules and regulations promulgated from time to time thereunder. |
| 6.9   | The Customer shall be responsible for all costs and liabilities in respect of the recycling of the Products pursuant to the WEEE Regulations. The Customer shall indemnify and keep Integrity indemnified in respect of all costs, liabilities and expenses related to compliance with the WEEE Regulations and where Integrity is obliged to incur any such costs or liabilities, the Customer shall reimburse Integrity on Integrity's demand of any claim by Integrity for any such reimbursement. This clause shall survive the expiry or termination of any Service Schedule howsoever caused.                                                                                                                                                                                                                                                                                            |
| 6.10  | The Customer is responsible for the selection and use of other equipment, software, and services acquired from third parties outside of these Terms and Conditions and outside any Services Schedule used with the Products. Integrity has no responsibility for their planning, development, implementation, installation, system integration, or support unless provided specifically under a separate written consulting or service agreement signed by each of Integrity and the Customer.                                                                                                                                                                                                                                                                                                                                                                                                 |

## 7. Supported Software

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| 7.1 | All Supported Software (including firmware) furnished to the Customer is on a licensed basis under the terms of a Third-Party Licence. The Customer undertakes to Integrity to ensure that it and its staff comply and observe at all times with the terms of each Third-Party Licence accompanying Supported Software. |
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| 7.2 | Integrity shall use reasonable efforts to ensure the accurate migration of any data but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to Integrity of any inaccuracies or omissions in order to permit Integrity to correct them. If such data includes Personal Data, Integrity shall return all copies of such Personal Data to the Customer on completion of the data migration process. |
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## 8. Charges and Payment

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| 8.1   | In consideration of the provision of the Services (including any Products), by Integrity, the Customer shall pay the Charges as set out below or as otherwise stated in a relevant Services Schedule for the Services. All Charges shall be invoiced in the applicable currency by Integrity and the Customer undertakes to pay such Charges in the applicable currency, plus any applicable VAT, Withholding Taxes or any applicable taxes. Charges shall be invoiced by Integrity to the customer as follows: |
| 8.1.1 | Products shall be invoiced upfront on receipt of Purchase Order, Signed Quote or Instruction to Proceed                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8.1.2 | Professional Services shall be invoiced up front on receipt of Purchase Order, Signed Quote, or Instruction to Proceed and will expire on the 12-month anniversary. For the avoidance of doubt, this is a use it or lose it in 12months if not used.                                                                                                                                                                                                                                                            |
| 8.1.3 | Managed Services shall be invoiced annually in advance 100% upfront on receipt of Purchase Order, Signed Quote or Instruction to Proceed                                                                                                                                                                                                                                                                                                                                                                        |
| 8.1.4 | Mobilisation and Onboarding Fee's shall be invoiced 100% and paid 100% upfront before any commencement of onboarding, mobilisation or commencement of services.                                                                                                                                                                                                                                                                                                                                                 |
| 8.2   | Following commencement of the Services, if Customer requests any additional products or services from Integrity that are not set out in the relevant Services Schedule, such products or services will be chargeable on a time and materials basis.                                                                                                                                                                                                                                                             |
| 8.3   | Integrity may in its sole discretion review and increase the Charges comprising a fixed price and set out in Services Schedule in line with the consumer price index or otherwise, provided that such Charges cannot be increased more than once in any 12-month period. Integrity shall give the Customer written notice of any such increase 2 months before the proposed date of that increase.                                                                                                              |
| 8.4   | The Customer shall pay each invoice submitted to it by Integrity, by electronic transfer, in full and in cleared funds, within 30 days of the date of the invoice to a bank account nominated in writing by Integrity.                                                                                                                                                                                                                                                                                          |
| 8.5   | Subject to clause 8.8, and without prejudice to any other right or remedy that it may have, if the Customer fails to pay Integrity on the due date:                                                                                                                                                                                                                                                                                                                                                             |
| 8.5.1 | the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Allied Irish Bank, plc's euro or GBP base rate (as applicable) from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and                                                                                                                            |

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| 8.5.2 | Integrity may suspend all Products deliveries and Services until payment has been made in full.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.6   | All sums payable to Integrity under a Services Schedule shall become due immediately on its termination, despite any other provision. This clause 8.6 is without prejudice to any right to claim for interest under the law, or any such right under a Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.7   | All payments by the Customer under the Terms and Conditions and each Services Schedule shall be made free and clear of and without deduction set off for or on account of any taxes, or for any other reason except to the extent that the Customer is required by law to make payments subject to any taxes. If any VAT or amounts in respect of VAT must be deducted from any amounts payable or paid by the Customer under the Terms and Conditions and or any Services Schedule, the Customer shall pay such additional amounts as may be necessary to ensure that Integrity receives an amount equal to the full amount which each would have received had payment not been made subject to VAT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.8   | In the event that the Customer disputes the amount of any invoice delivered by Integrity under any Services Schedule the Customer shall issue a notice in writing, setting out its objection to the disputed invoice within 10 days of receipt of the disputed invoice. If such notice shall not be issued within 10 days of the receipt of the disputed invoice, the invoice will be deemed accepted. Such notice shall contain the information set out as follows (a) date and number of disputed invoice; (b) the amount in dispute; (c) reason for dispute; and (d) supporting documentation as appropriate. Following service of a notice, the dispute may be referred forthwith by either party for investigation and determination by such person, firm or company as the parties may agree, or in default of agreement, as may be nominated by either the President of the Institute of Chartered Accountants in Ireland or the President of the Institute of Chartered Accountants in England and Wales (as applicable or corresponding role within applicable jurisdiction) to act as an expert and not as an arbitrator and whose decision, in the absence of evidence of manifest error, shall be final and binding. The parties shall co-operate in an investigation under this clause and any sum found to be due by the disputing party shall be promptly paid (including any interest payable pursuant to these Terms and Conditions) within 10 days of the date of determination by the expert. Any sum found by an expert to be overpaid shall be deducted (until exhausted) from the invoices rendered by the party after issue of the expert's determination. The costs of an expert appointed under this clause shall be paid by the parties in the proportions determined by the expert. |
| 8.9   | If the Customer is prohibited by a governmental authority in any country from making any payment due under any Services Schedule, then the Customer shall, within the prescribed period for making such payment, use its best endeavours to secure from such authority permission to make such payment and shall make it within seven days of receiving such permission. If such permission is not received within 30 days of the Customer making a request for such permission, then, at the option of Integrity, the Customer shall either deposit the payment in the currency of the relevant country in a bank account designated by Integrity within such country, or make the payment to a Group Company of Integrity designated by Integrity and having an office in the relevant country or in another country designated by Integrity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## 9. Termination

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| 9.1 | Integrity shall be entitled to terminate a Services Schedule: |
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|     | 9.1.1                                                                                                                                                                                                                                                      | immediately if there occurs in respect of the Customer an Insolvency Event; or                                                                                                                                                                                                                                                                                                                                                          |
|     | 9.1.2                                                                                                                                                                                                                                                      | by notice in writing to the Customer if any change in any law or regulation renders it unlawful for Integrity to provide any Services or if the provision of any Services would subject Integrity to any legal action or threat of legal action; or                                                                                                                                                                                     |
|     | 9.1.3                                                                                                                                                                                                                                                      | by notice in writing to Customer if due to a new law or a change in the laws of applicable jurisdiction of Integrity or any change in the law applicable to the Customer or any Services provided under a Services Schedule, it becomes unlawful for Integrity to make or receive any payment or to comply with any provision of these Terms and Conditions or of any Services Schedule; or                                             |
| 9.2 | Integrity shall be entitled to terminate these Terms and Conditions and each Service Schedule that is in effect where Integrity is entitled to terminate a particular Service Schedule for any of the reasons set out in clauses 9.1.1 to 9.1.3 inclusive. |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.3 | On any expiry or termination of the Terms and Conditions, or on expiry or termination of any Services Schedule:                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|     | 9.3.1                                                                                                                                                                                                                                                      | the Customer shall immediately pay to Integrity all of Integrity's outstanding unpaid invoices and interest for items delivered and work performed in accordance with the payment schedule set out in the Services Schedule and, in respect of the Services the subject of this Services Schedule supplied but for which no invoice has been submitted, Integrity may submit an invoice, which shall be payable immediately on receipt; |
|     | 9.3.2                                                                                                                                                                                                                                                      | the Customer shall, within seven days, return all of Integrity's Equipment, and Pre-existing Materials. If the Customer fails to do so, then Integrity may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.                                                                                                    |

## 10. Rescheduling of Project Professional Service by Customer

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| 10.1 | 10.1 Unless specifically stated otherwise in the Services Schedule, the following provisions of this clause 10 shall apply, and shall apply to the provision of project professional services by Integrity only. For the avoidance of doubt, the provisions of this clause 10.2 shall not apply to any Managed Service or Resource Augmentation and once a signed agreement is in place in respect of any Managed Service or Resource Augmentation, such agreement shall not be cancelled otherwise than in accordance with its terms. |                                                                                                                                                                    |
| 10.2 | Where written notice of rescheduling by the Customer or a change to an agreed start date is made:                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                    |
|      | 10.2.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 15 working days or more before the agreed start date, no fee shall be payable.                                                                                     |
|      | 10.2.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | between 11 and 15 working days (inclusive) before the agreed start date, the customer shall pay a fee equal to 50% of the engagement cost as set out in the Quote. |
|      | 10.2.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | between 6 and 10 working days (inclusive) before the agreed start date, the customer shall pay a fee equal to 75% of the engagement cost as set out in the Quote.  |

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|      | 10.2.4                                                                                                                                                                                                                                                                 | less than 5 working days (inclusive) before the agreed start date, the customer shall pay a cancellation fee equal to 100% of the engagement cost as set out in the Quote.                 |
|      | 10.2.5                                                                                                                                                                                                                                                                 | Where written notice of an early termination of an active engagement is served, the customer shall pay a cancellation fee equal to 100% of the engagement charges as set out in the Quote. |
|      | 10.2.6                                                                                                                                                                                                                                                                 | Where written notice of a cancellation is served, the customer shall pay a cancellation fee equal to 100% of the engagement charges as set out in the Quote                                |
| 10.3 | 10.3 Where Integrity is providing Managed Services or Resource Augmentation and written notice of cancellation in accordance with its terms is served by the customer, the customer shall pay a cancellation fee equal to 100% of the charges as set out in the Quote. |                                                                                                                                                                                            |

## 11. Integrity Undertakings

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| 11.1 | Integrity warrants that its Services will be performed with reasonable skill and care, in accordance with these Terms and Conditions. Integrity does however not warrant, implied or expressed, that the results of the Services will imply that the Customer are (i) protected from all forms of attack, and (ii) free from all vulnerabilities.                                                                                                                                                                                                                                                    |
| 11.2 | Integrity undertakes that its employees and contractors, while on the Site(s) or any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, as notified to Integrity in writing from time to time. Access to the same via the Customer's intranet shall be deemed to satisfy such notification requirement. Integrity shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements. |
| 11.3 | Integrity undertakes to provide the Training to the Customer in consideration of the Training charges specified in a Services Schedule. Any additional training required by the Customer shall be provided by Integrity at Integrity's standard rates then in force. Training shall be carried out at the Site(s), Integrity's premises or location(s) specified in a Services Schedule, or as may otherwise be agreed by the Customer. Any special equipment necessary for the Training shall be provided by Integrity.                                                                             |

## 12. Customer Obligations

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| 12.1 | The Customer shall: |
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| 12.1.1 | co-operate fully with Integrity in all matters relating to Services the subject of a Services Schedule and appoints the Customer's coordinator in relation to the Services the subject of a Services Schedule, who shall have the authority contractually to bind the Customer on matters relating to the service the subject of a Services Schedule;                                                                                                                                                                                                                                                                     |
| 12.1.2 | provide, Integrity its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Integrity or any of them;                                                                                                                                                                                                                                                                                                                                                                     |
| 12.1.3 | 1.1.1 provide, in a timely manner, such In-put Material and other information as Integrity may reasonably require, and ensure that it is accurate in all material respects, including but not limited to (i) Customer's systems, networks, premises, equipment, data structures, protocols, procedures, diagrams and documentation, hardware and software and firmware as is reasonably required to perform the Service, (ii) remote access to the Customer's information systems, (iii) physical access to the Customer's premises, and (iv) any other information and documents as is required to perform the Services; |
| 12.1.4 | inform Integrity of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 12.1.5 | ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services to be provided by Integrity in any relevant Services Schedule and conforms to all relevant local standards or requirements;                                                                                                                                                                                                                                                                                                                                              |
| 12.1.6 | obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to Services the subject of a relevant Services Schedule, the installation of Integrity's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to Integrity's equipment insofar as such licenses, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;                                                                                                            |
| 12.1.7 | keep, maintain and ensure Integrity's Equipment in accordance with Integrity's instructions as notified in writing from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12.1.8 | comply with any additional responsibilities as set out in a Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12.2   | If Integrity's performance of its obligations under the Terms and Conditions or a Services Schedule is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Integrity shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.                                                                                                                                                                                                                           |
| 12.3   | The Customer shall (i) be solely responsible for the adequate protection and backup of data and/or equipment used in connection with the Services, and (ii) not make or file any claim against Integrity due to lost data, re-run time, inaccurate output, work delays or lost profits resulting from the Services performed by Integrity hereunder. Customer hereby verifies that its backup procedure will enable the Customer to restore the Customer's information systems to their pre-test state.                                                                                                                   |

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| 12.4 | The Customer agrees to be bound by the terms and conditions of any Products and/or Services provided by Integrity to the Customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12.5 | The Customer shall be liable to pay to Integrity, on demand, all reasonable costs, charges or losses sustained or incurred by Integrity (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these Terms and Conditions or under any relevant Services Schedule, subject to Integrity confirming such costs, charges and losses to the Customer in writing. subcontractor. |
| 12.6 | The Customer shall not, without the prior written consent of Integrity, at any time from the Services Commencement Date to the later of the expiry of twelve calendar months after the completion of the Services the subject of a relevant Services Schedule or termination or expiry of these Terms and Conditions, solicit or entice away from Integrity or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Integrity.                                                                                                                                                                                                                            |
| 12.7 | Any consent given by Integrity in accordance with the previous clause 12.4, shall be subject to the Customer paying to Integrity a sum equivalent to 50% of the then current annual remuneration of Integrity's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.                                                                                                                                                                                                                                                                                                                                           |

## 13. Customer Warranties and Undertakings

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| 13.1 | The Customer represents and warrants that it: (i) it is duly incorporated and validly existing under the laws of the state and jurisdiction of its incorporation; (ii) has full corporate power and authority to agree to the Terms and Conditions and to perform the obligations required hereunder; (iii) the execution and performance of its obligations under these Terms and Conditions does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable law; and (iv) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to these Terms and Conditions; (v) all consents, authorisations, approvals and licences necessary or desirable in relation to these Terms and Conditions and any Services Schedule have been obtained or effected (as appropriate) and are in full force and effect and will remain so at all material times; (vi) there are no withholding Taxes or any similar VAT affecting the Charges paid or to be paid by the Customer to Integrity under a Services Schedule; (vii) no Insolvency Event has happened to (or is pending or threatened against) the Customer; and (viii) in relation to payments to be made by the Customer under these Terms and Conditions and any Services Schedule, the Customer is complying with all foreign exchange laws or regulations applicable to it. |
| 13.2 | The Customer acknowledges and agrees and undertakes to comply at all times with laws applicable to Sanctions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13.3 | Where applicable and prior to Customer granting Integrity access to the Customer's hardware and software, the Customer hereby warrants and declares that the Customer is the legal owner of the information systems to be tested and has prior authority to allow Integrity to perform the Services. Should the Customer not be the owner of any hardware and software, the Customer confirms that it has obtained such necessary consent from the legal owner of the designated information systems to be tested hereunder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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| 13.4 | Where the Customer is required by law to register with a local government agency of Data Protection such as the Office of the Data Protection Commissioner in Ireland or the Information Commissioner's Office in the United Kingdom under the Data Protection Laws, as a Data Controller, the Customer warrants that it has effected the required registration and that it will maintain the required registration throughout the Term of the Terms and Conditions and the term of any Services Schedule. The Customer undertakes to Integrity to provide a copy of such registration where it applies on the request of Integrity. |                                                                                                                                                                                                                                                                                                                       |
| 13.5 | The Customer undertakes to Integrity, to perform its obligations under these Terms and Conditions and each Services Schedule in accordance with applicable laws including without limitation Data Protection Laws and the Customer undertakes to Integrity not to do anything which would cause Integrity to be in breach of any applicable laws, as a result of the breach by the Customer of any obligation of the Customer under the Terms and Conditions and/or any Services Schedule.                                                                                                                                           |                                                                                                                                                                                                                                                                                                                       |
| 13.6 | Where during the Term, Integrity accepts one or more Customer orders for:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                       |
|      | 13.6.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | the supply of managed services involving hardware and software, the Customer undertakes to Integrity to purchase such hardware and/or software relevant to and used in the Support Services, as well as required updates and renewals of this hardware and / or software from Integrity and not from any third party. |
|      | 13.6.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Products and undertakes to provide Support Services, the Customer undertakes to Integrity to purchase updates and or replacements for such Products and renewals for the Support Services from Integrity and not from any third party.                                                                                |

## 14. Limitations and Exclusions from Liability

|      |                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| 14.1 | Integrity's entire liability to the Customer in connection with the Terms and Conditions and any Services Schedule is as follows: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|      | 14.1.1                                                                                                                            | Nothing in the Terms and Conditions or a Services Schedule shall limit or exclude Integrity's liability for death or personal injury caused by its negligence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|      | 14.1.2                                                                                                                            | Subject to the terms of clause 14.1.1, Integrity shall not be liable to the Customer, whether in contract, tort (including negligence), or under statute for breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions or any Services Schedule for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f)(i) loss of data, or loss of information; or (f)(ii) loss of use of data or loss of information or (f)(iii) corruption of software, data or information; and in any such case whether arising from a cyber security attack or otherwise; (g) loss of reputation or damage to reputation or loss due to adverse publicity (h) or for any third party claims against Customer howsoever caused and for (i) any indirect or consequential loss. |

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| 14.1.3 | Subject to clauses 14.1.1 and 14.1.2, Integrity's total liability to the Customer, whether in contract, under statute, or tort (including negligence), or for breach of statutory duty, or otherwise, arising under or in connection with these Terms and Conditions or under any Service Schedule shall be limited to the aggregate of the Charges received before VAT in respect of the Service Schedule in question in the 180 days prior to the termination or expiry or if 180 days has not elapsed, a maximum of the fees less VAT received since the Service Commencement Date. |
| 14.1.4 | Subject to clauses 14.1.1 and 14.1.2, the liability of Integrity to the Customer for physical damage to tangible property shall not exceed five thousand Euro (€5,000) or an equivalent amount in GBP as applicable. Damage to or loss of data shall not constitute physical damage to tangible property.                                                                                                                                                                                                                                                                              |
| 14.1.5 | Notwithstanding the foregoing, where the Products are supplied and or supported by Integrity, Integrity shall not be liable for the performance of the Products, which at all times shall be subject to the terms of, and which the Customer shall have sole recourse to, the applicable EULAs between the Customer and the relevant Suppliers of such Products.                                                                                                                                                                                                                       |
| 14.1.6 | Any condition, warranty or other term which might but for the Terms and Conditions or a Schedule have effect between Integrity and Customer or which would otherwise be implied into or incorporated into the Terms and Conditions or any Schedule (including without limitation, the implied terms of satisfactory quality, conformance, merchantability or fitness for purpose), whether by statute, common law or otherwise are hereby excluded.                                                                                                                                    |
| 14.1.7 | Without prejudice to any other rights or remedies that Integrity may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the Terms and Conditions or any Services Schedule by the Customer. Accordingly, the Customer acknowledges that Integrity shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Terms and Conditions and each Services Schedule.                                                                              |

## 15. Change Request

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 15.1 | If either party wishes to change the scope or execution of the Services the subject of a Services Schedule, it shall submit details of the requested change to the other party in writing (the "Change Request"). |                                    |
| 15.2 | If Integrity originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:                                                        |                                    |
|      | 15.2.1                                                                                                                                                                                                            | the Services;                      |
|      | 15.2.2                                                                                                                                                                                                            | Integrity's existing Charges;      |
|      | 15.2.3                                                                                                                                                                                                            | the timetable of the Services; and |

|      |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|      | 15.2.4   | these Terms and Conditions and any relevant Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 15.3 |          | Notwithstanding any other provision of this clause and any relevant Services Schedule, Integrity may from time to time and without notice change the features and functionality of any Service the subject of a relevant Services Schedule as part of its ongoing development of the services it provides for any reason including without limitation (a) to improve the Service or Services and or (b) to comply with the application of any new laws, regulations, acts or order, request or determination of a regulatory authority including without limitation the Central Bank of Ireland and or (c) in order to comply with any applicable safety or statutory requirements. |
| 15.4 |          | If the Customer originates a Change Request, Integrity shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Customer setting out:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|      | 15.4.1   | the likely time required to implement the proposed change;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|      | 15.4.2   | details of the impact which the proposed change will have on:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|      | 15.4.2.1 | the Services;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|      | 15.4.2.2 | Integrity's existing Charges;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|      | 15.4.2.3 | the timetable of the Services; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|      | 15.4.2.4 | these Terms and Conditions and any relevant Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 15.5 |          | Unless both parties consent to a Change Request, there shall be no change to the Services and the Terms and Conditions and any other relevant Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15.6 |          | If both parties consent to a Change Request, it shall be signed by the authorised representatives of both parties, upon which the Change Request becomes a Change Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| 15.7 | If either party is unwilling to accept a Change Request suggested by the other (or a term of any proposed Change Order), then the other party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 20. |
| 15.8 | Integrity may charge for the time it spends on dealing with Change Requests originating from the Customer on a time and materials basis.                                                                                                                      |

## 16. Intellectual Property Rights

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|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16.1 | Unless otherwise agreed on a case by case basis, it is hereby agreed that all legal and beneficial ownership of copyright and all other Intellectual Property Rights in any Pre-Existing Materials and related Documentation developed by Integrity for the purposes of providing the Services shall vest in Integrity upon their creation and be the sole and exclusive property of Integrity.                                                                                                                                                         |
| 16.2 | The Customer hereby grants, or shall obtain at its own expense the right to grant Integrity the right to access, operate, modify or otherwise use any Supported Software as it reasonably requires in its performance of its obligations hereunder. The Customer shall obtain any such consents, licenses or other permissions or rights from any third party necessary for Integrity to fulfil its obligations in accordance with these Terms and Conditions and any Services Schedule.                                                                |
| 16.3 | Each party hereby warrants that any instructions given in relation to the other's use of any third party item supplied directly or indirectly by it shall not cause the other party to infringe any third party's Intellectual Property Rights in such item.                                                                                                                                                                                                                                                                                            |
| 16.4 | The Customer hereby grants to Integrity a non-exclusive licence to use the Customer's logo, name and branding on or in relation to the Services, including in connection with the promotion and sale of the Services. The Customer agrees that Integrity may use the Customer's name, logo, and marks to identify Customer as an Integrity customer on Integrity's website and in other marketing materials. The Customer also agrees to participate in a case study/act as a reference for a prospect call/write a testimonial/write a product review. |

## 17. Data Protection

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| 17.1 | Each of Integrity and the Customer undertakes to comply with its obligations under relevant applicable Data Protection Laws, principles and agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 17.2 | To the extent that Integrity processes any Personal Data (as defined in the DPA), on your behalf, in the provision of the Service, the parties acknowledge that Integrity is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable Data Protection Laws and the terms of the DPA.                                                                                                                                                                                                                                                                                                                           |
| 17.3 | The Customer confirms that it has (i) obtained all consents and/or authorisations required from the Customer's clients, end-users, suppliers, partners, vendors and/or licensors to enable such Personal Data to be disclosed to and processed by Integrity, (ii) made all necessary registrations and notifications in accordance with applicable Data Protection Legislation to enable Integrity to carry out the Services, (iii) and is processing all Personal Data in accordance with the legal requirements stipulated by applicable Data Protection Legislation; and (iv) complied with Integrity Privacy Notice. The Customer will ensure the same are kept accurate and up to date. |

## 18. Confidentiality

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| 18.1   | Subject to clause 18.2, each party undertakes to the other that it will maintain and treat in confidence Confidential Information, and use its reasonable endeavours to procure that those parties to whom it may disclose the Confidential Information on a strict need to know basis (namely to its employees, agents or representatives), maintain and treat in confidence Confidential Information which it may receive in connection with the provision or receipt of Service and any Services Schedule and will not (and will use its reasonable endeavours to procure that any such employees, agents or representatives) will not use or disclose such information other than for the purposes of the Services and any Services Schedule and for which it was provided except with the written permission of the other party. |
| 18.2   | Clause 18.1 shall not apply to any information which:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 18.2.1 | is in or comes into the public domain other than by default of the recipient party; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18.2.2 | is or has already been independently generated by the recipient party; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 18.2.3 | is lawfully received by the recipient from a third party on an unrestricted basis; or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 18.2.4 | is in the possession of or is known by the recipient party prior to the Service Commencement Date, to the extent that such recipient party is not bound by any existing obligation or confidentiality in respect of such information to the other party hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 18.3   | Nothing in this clause 18 shall prohibit or restrict either party disclosing any Confidential Information to the extent to which the same is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, provided the recipient provides, in the case of disclosure by law, regulation or order, the discloser with reasonable written notice prior to any such disclosure and in the case of disclosure to a professional adviser that the professional adviser undertakes to treat the Confidential Information as confidential (in terms materially the same as this clause 18).                                                                                                                                                                                   |

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| 18.4 | Nothing in this clause 18 shall prohibit or restrict either party from disclosing Confidential Information of the other in order to obtain or maintain any listing on any recognised stock exchange.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 18.5 | All materials, equipment and tools, drawings, specifications and data supplied by Integrity to the Customer including Pre-Existing Materials and Integrity's Equipment, at all times be and remain as between Integrity and the Customer the exclusive property of Integrity and be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Integrity. The Customer undertakes to Integrity not to dispose of or use Pre-existing Materials and Integrity's Equipment other than in accordance with Integrity's written instructions or authorisation. |
| 18.6 | On termination of a Services Schedule for whatever reason, the recipient party shall return to the disclosing party, or (at the discretion of the disclosing party) destroy, all copies of Confidential Information of the other party disclosed pursuant to that Services Schedule which the recipient party has in its possession.                                                                                                                                                                                                                                                                                            |

## 19. Force Majeure

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| 19.1 | Force Majeure means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, cyber-attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent]; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts and interruption or failure of a utility service. |
| 19.2 | Save for payment obligations in respect of which a party may not claim Force Majeure, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Terms and Conditions or under any relevant Services Schedule by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Terms and Conditions or relevant Services Schedule or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.                                                                                                                                                                                                                                                                                             |
| 19.3 | The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 19.4 | The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than seven calendar days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Terms and Conditions and or any relevant Services Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                |

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|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19.5 | If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 calendar days, the party not affected by the Force Majeure Event may terminate the affected Services Schedule by giving 30 calendar days written notice to the Affected Party.                                                                                                                                                |
| 19.6 | If the Force Majeure Event prevails for a continuous period of more than 60 calendar days, either party may terminate the affected Services Schedule by giving 10 calendar days' written notice to the other party. On the expiry of this notice period, the affected Services Schedule will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the affected Services Schedule occurring prior to such termination. |

## 20. Multi-tiered Dispute Procedure

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20.1 | If a dispute arises out of or in connection with the Terms and Conditions or any Services Schedule or the performance, validity or enforceability of the Terms and Conditions or any Services Schedule ("Dispute") then except as expressly set out herein and in any relevant Services Schedule, the parties shall follow the procedure set out in this clause:                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|      | 20.1.1                                                                                                                                                                                                                                                                                                                                                                              | either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the authorised representative of the Customer and authorised representative of Integrity shall attempt in good faith to resolve the Dispute;                                                                                                                                                                                                                                                                     |
|      | 20.1.2                                                                                                                                                                                                                                                                                                                                                                              | if the authorised representative of the Customer and authorised representative of Integrity are for any reason unable to resolve the Dispute within 20 days of service of the Dispute Notice, the Dispute shall be referred to the respective chief operating officers ("COO") of the Customer and of Integrity who shall attempt in good faith to resolve it; and                                                                                                                                                                                                                                                                  |
|      | 20.1.3                                                                                                                                                                                                                                                                                                                                                                              | if the COOs of the Customer and of Integrity are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 20 days after the date of the ADR notice. |
| 20.2 | No party may commence any court proceedings under clause 27 in relation to the whole or part of the Dispute until 90 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 20.3 | If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved in accordance with clause 27 hereof. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## 21. Notice

Except as otherwise specified in these Terms and Conditions, all notices related to the Terms and Conditions shall be in writing and shall be effective upon: (i) personal delivery, (ii) the second business day after posting, or (iii), except for notices of termination (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to the Customer shall be addressed to the relevant billing contact designated by you. All other notices to the Customer shall be addressed to the relevant person designated by the Customer. Unless specified elsewhere in these Terms and Conditions, or a Services Schedule, notices should be sent to us at the address for your applicable contracting entity.

## 22. Entire Agreement and Variation

The Terms and Conditions and any Services Schedule constitute the entire agreement and understanding between the Parties and supersede any and all prior agreements, negotiations, representations of any kind, and proposals, written and oral between the Customer and Integrity with regard to the subject matter hereof.

## 23. Severability

If any provision of the Terms and Conditions is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from these Terms and Conditions and the other provisions shall remain in full force and effect.

## 24. Waiver

The delay or failure of Integrity to exercise in any respect any rights provided for in the Terms and Conditions shall not be deemed a waiver of any actual or further right under the Terms and Conditions.

## 25. Survival of Obligations

Notwithstanding the expiration or termination of these Terms and Conditions or any Services Schedule, clause 8 (Charges and Payment), clause 9.3 (Consequences of Termination), clauses 12.1, 12.3 and 12.4, (Customer Obligations), clause 13 (Customer Warranties), clause 14 (Limitations and Exclusions from Liability), clause 17 (Data Protection Laws), clause 18 (Confidential Information), clause 22 (Entire Agreement), clause 25 (Survival) and clause 27 (Contracting Party, Governing Law and Jurisdiction) and any other clauses that by their nature should survive termination, shall survive any such termination or expiration of these Terms and Conditions.

## 26. Assignment and sub-contracting

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26.1 | The Customer may not transfer its rights or assign its obligations under this Agreement or under any Services Schedule. Any such purported transfer or assignment shall constitute a breach of this Agreement. Integrity may subcontract or delegate the performance of any of its obligations under this Schedule or any Services Schedule to one or more third parties, provided that no such-subcontracting shall relieve Integrity of each of its obligations required to performed and observed pursuant to this Schedule and the Services Schedule concerned. |
| 26.2 | Integrity may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Terms and Conditions and under each Services Schedule, provided it gives written notice in any such case to the Customer.                                                                                                                                                                                                                                                                                         |
| 26.3 | The Terms and Conditions and each Services Schedule shall be binding on and shall inure to the benefit of each party and in the case of Integrity only its successors and assigns.                                                                                                                                                                                                                                                                                                                                                                                  |

## 27. Contracting Party, Governing Law and Jurisdiction

The Integrity contracting entity, contact information, and governing law for your receipt of the Services will depend on where you are and the specific Services are being provided, as set forth here: <https://www.integrity360.com/entitytable>

The laws in the applicable jurisdiction shall govern the Terms and Conditions and each Services Schedule, its interpretation and any non-contractual obligations arising in connection with it. The Customer irrevocably submits to the applicable jurisdiction to settle any Disputes arising in connection with the Terms and Conditions and each Services Schedule, its interpretation or any non-contractual obligations arising in connection with it and agrees that the courts of such jurisdiction are the most appropriate and convenient venue to settle any Dispute.