

GENERAL TERMS AND CONDITIONS

Dionach Limited

1. SCOPE AND STRUCTURE

- 1.1 These General Terms and Conditions will form the contractual framework for the Customer's procurement and Dionach's provision of Deliverables, the delivery of Products and/or the performance of Services, which will be delivered under a separate Quote and/or Statement of Work (each defined in these General Terms and Conditions as a "SoW") and shall form an integral part thereof (all SoWs and the General Terms and Conditions between the Parties are jointly referred to as the "Agreement"). These General Terms and Conditions also apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The General Terms and Conditions consist of general and specific provisions. The general provisions in Clauses 1 to 2.1 and 14 to 45.1 apply to all SoWs, whereas the specific provisions in Clauses 4 to 12.1 will apply only to the specific type of Deliverables and/or Services as further described under each relevant Clause.
- 1.3 Deviations to the General Terms and Conditions may only be agreed in writing and, if agreed, will be recorded in a deviation document or a SoW.
- 1.4 In case of a conflict between the different parts of the Agreement, the following order of precedence shall apply: (i) the body of each SoW, (ii) the DAP, (iii) the data protection agreement, (iv) these General Terms and Conditions, (v) any other appendices to the SoW (applying in numerical order).
- 1.5 In the event of conflict between the general provisions and the specific provisions of these General Terms and Conditions, the specific provisions shall prevail. Definitions used in the Agreement are included in Clause 47.

PART I - PARTY OBLIGATIONS

2. DIONACH'S OBLIGATIONS

- 2.1 Dionach shall use reasonable efforts to ensure that the Services and Deliverables meet the Agreed Specifications and that the Services and Deliverables are provided with reasonable care and skill according to the procedures, methods, concepts and standards normally applied by Dionach and in accordance with Good Industry Practice. All obligations of Dionach provided under this Agreement shall be obligations of means and shall never be considered as obligations of result, unless otherwise explicitly stated.
- 2.2 Dionach is part of the European Nomios Group. Dionach shall be entitled to engage any Nomios Group Company in the provision of all or part of the Services and/or Deliverables under the Agreement. To the extent Dionach engages any Nomios Group Company in accordance with the foregoing, Dionach shall remain liable for the performance of such Nomios Group Company.
- 2.3 Dionach shall perform its obligations in compliance with all applicable laws, regulations, and standards relevant to information security and its role as a provider of Deliverables and Services. Dionach shall ensure that its adherence to such requirements is conducted in a fair and transparent manner, taking into account the legitimate interests of the Customer. Dionach shall have the right to suspend or make any changes to the Services which are necessary to comply with applicable law, safety requirements, or information security standards. If such suspension or change has a material impact on the Services, Dionach shall notify the Customer in accordance with Clause 36.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer shall fulfil the obligations specified in the Agreement and carry out such obligations in a professional and timely manner. The Customer shall fulfil the Customer dependencies specified in a SoW. The Customer shall pay all charges for Services and Deliverables as set out in the Agreement.
- 3.2 The Customer shall provide Dionach with all necessary assistance and co-operation in order to enable Dionach to perform the Services and deliver the Products and Deliverables, as well as all necessary access to accurate and complete information, instructions, documentation and assumptions (together the "Customer Information"). The Customer furthermore acknowledges and agrees that Dionach's performance of the Agreement depends on the accuracy and completeness of the Customer Information provided before and during the provision of the Services and/or delivery of the Products. The Customer further undertakes to notify Dionach, without undue delay, of any change of such Customer Information, and of any other circumstances that may affect Dionach's obligations or performance of the Services, in particular with respect to the execution, timing, pricing and progress of the Services.
- 3.3 The Customer shall provide Dionach with all necessary assistance and access to equipment (including physical access to the Customer's hardware whether at the Customer's premises or at premises of any third party) and software (including any software or hosting services or cloud/SaaS services supplied to the Customer by a third party) to the extent necessary or needed for Dionach's performance of the Services under the Agreement. It is the responsibility of the Customer to ensure that it has taken adequate steps to minimise the impact of any downtime which may occur during the course of the Services.
- 3.4 The Customer will, at its cost, promptly obtain and provide to Dionach all required consents necessary for Dionach to provide the Services. A "required consent" means any consents or approvals required from the Customer or a third party to give Dionach and its Subcontractors the right or license to access, use, configure, install or modify (including creating derivative works) the hardware, software, cloud/SaaS services and other products that the Customer uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.
- 3.5 The Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement and shall obtain and maintain in force all approvals, consents, licenses, permissions and authorisations that may be necessary or required for the performance, receipt and use of the Services and/or Deliverables as applicable, and for any other activities stipulated in the SoW (including but not limited to permission from any third-party service provider).
- 3.6 The Customer shall ensure that sufficient back-up copies of software, configurations, data, documentation and files ("Back-up Copies") are made before delivering such material to Dionach or prior to and/or during Dionach's delivery of Services. The Customer shall be solely responsible for restoring such Back-up Copies in the event of loss or damage of the material and Dionach shall not be held liable for any loss of data as a result of a failure on the part of the Customer to undertake or restore Back-up Copies.
- 3.7 If the Parties have agreed that some or all Services shall be performed at the Customer's premises, the Customer shall provide Dionach, any Group Company, employees, agents, Subcontractors and relevant Specialist(s) and any other authorized representative of Dionach

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sufficient access to such of the Customer's premises and/or locations reasonably required for the performance of the Services, including reasonable working space, any necessary equipment and tools (including software), as well as necessary access to systems which are not included in the Services. The Customer shall also in a timely manner inform and provide Dionach with any health and safety regulations that apply at its premises prior to Dionach commencing the execution of the Services at the Customer's premises.

3.8 The Customer shall keep and maintain all materials, equipment, documents and other property of Dionach ("**Dionach Materials**") stored at the Customer's premises in safe custody at its own risk, maintain the Dionach Materials in good condition until returned to Dionach and the Customer shall not dispose of or use the Dionach Materials other than in accordance with Dionach's written instructions or authorisation and the Agreement. The Customer shall ensure that when Dionach Material is stored at the Customer's premises that it is covered by an insurance policy held by the Customer for its full replacement value in the event of fire, theft, accidental damage or any other loss or damage.

3.9 If Dionach's performance of any of its obligations with respect to the Services is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation (a "**Customer Default**"):

- Dionach shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of its obligations to the Customer to the extent that the Customer Default prevents or delays Dionach's performance of any of its obligations;
- Dionach shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Dionach's failure or delay to perform any of its obligations as set out in this Clause 3.9; and
- the Customer shall reimburse Dionach on written demand for any proven and unavoidable costs incurred by Dionach arising directly from the Customer Default.

PART II - DELIVERY OF PRODUCTS

4. DELIVERY OF HARDWARE

4.1 Unless otherwise agreed in the SoW, Dionach shall for domestic deliveries deliver all in accordance with Incoterms® 2020 EXW. In case of cross-border deliveries, delivery shall take place in accordance with Incoterms® 2020 FCA, under which Dionach arranges for shipment and the Customer shall compensate Dionach for its costs in connection with the transportation. Dionach shall deliver or have the Products delivered to the designated location. Dionach shall in this case inform the Customer about the time at which Dionach or the transporter engaged by Dionach intends to deliver the Products. The Parties may decide to vary and/or make specific delivery arrangements in a SoW.

4.2 Unless determined otherwise in this Agreement or a SoW, the purchase price of the equipment and/or items does not include the costs of transport, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, these costs shall be charged to the Customer.

4.3 If the Customer asks Dionach to remove old materials (such as networks, cabinets, cable ducts, packaging materials and equipment) or if Dionach is legally obliged to do so, Dionach may accept this request which shall be confirmed in writing and charged at its usual tariff rates.

4.4 Dionach reserves the right to deliver the Product(s) in instalments and each delivery shall constitute a separate contract entitling it to invoice the Customer for the Product(s) delivered. Any delay or failure in

delivery shall not entitle the Customer to reject the Product(s) or cancel a SoW.

5. SOFTWARE

5.1 Any Software provided under the Agreement by Dionach shall be licensed to the Customer for the duration specified in a SoW. The licence to use the software is personal to the Customer and granted on a non-exclusive, non-transferable basis subject to the payment of the appropriate licence fee and may not be pledged or sublicensed without the prior written consent of the licensor. The Customer undertakes to comply with the terms set out in the applicable End User Licence Agreement. Unless set out otherwise in the End User Licence Agreement, the Customer may only use the Software for its own use and only insofar as doing so is necessary for the intended use and shall not use the Software for third parties, for example in the context of Software as a Service ("**SaaS**") or outsourcing. Dionach does not provide any warranty in relation to Software licensed from Product Vendors.

6. RISK AND TITLE

6.1 Risk of loss in all Products passes to the Customer on the Date of Delivery unless otherwise agreed in the relevant SoW. Title to the Products shall pass to the Customer once paid for in full. The Customer undertakes to take proper care of the Products and to keep all original packaging and manuals until full payment has been made.

6.2 Full title in all Product(s) supplied by Dionach shall remain fully vested in Dionach or the Product Vendor, as appropriate, until payment in full is received by Dionach for the Product(s). Dionach and/or the Product Vendor shall be entitled to re-take possession of the Product(s) in the event of non-payment and the Customer hereby grants Dionach and the relevant Product Vendor a non-revocable licence to enter its premises for the purposes of recovering the Product(s). Until such time as the property in the Product(s) passes to the Customer, the Customer shall hold all Product(s) supplied to the Customer properly stored, protected and insured and clearly identified as the property of Dionach and/or the Product Vendor.

6.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Product(s) which remain the property of Dionach or the Product Vendor. Until such time as the Customer has paid Dionach all monies owing for the Product(s), if the Customer becomes bankrupt or insolvent, enters into any arrangement with its creditors, or being a company, goes into liquidation or is wound-up, or being a partnership, is dissolved or if, in Dionach's reasonable opinion, one of the aforementioned events is likely to occur and Dionach notifies the Customer of such belief in writing the Customer will no longer be entitled to use and sell any of the Product(s) and these must be returned to Dionach immediately at the Customer's cost or Dionach shall be entitled to re-take possession in accordance with Clause 6.2.

6.4 Upon the Customer's receipt of the Hardware at the delivery site, the Customer shall inspect the Hardware for visible damage and visible deficiencies and without undue delay report any such damage or deficiencies (with photo and a written description) to Dionach. The Customer shall also immediately inform the freight carrier at the time of delivery of Products if the packaging/wrapping is damaged and follow the freight carrier's instructions on how to handle such complaint.

7. END USER TERMS

7.1 All Products are sold or licensed exclusively in accordance with the end user terms and conditions or end user license agreement of the relevant Product Vendor (the "**End User License Agreement**") which shall govern the use of, and warranty applicable to, the Products. Prior to the installation of any Software or the purchase of any Products, the Customer should ensure that it has familiarised itself with the terms of the relevant End User Licence Agreement.

- 7.2 When purchasing and/or licensing Products, the Customer acknowledges and accepts that its purchase, license and use of the Products will be governed by the applicable End User License Agreement and that this constitutes a direct contractual relationship between the Customer and the Product Vendor.
- 7.3 The Customer shall indemnify Dionach against all liabilities, costs, expenses, damages and losses, suffered or incurred by Dionach due to Customer's breach of any applicable End User Licence Agreement or other applicable terms and conditions of a Product Vendor.

PART III - PROVISION OF SERVICES

8. GENERAL

- 8.1 Dionach shall perform the Services in accordance with the Agreement and Good Industry Practice. Dionach is not obliged to follow the Customer's instructions in the performance of the Services, if these instructions change or add to the content and scope of the agreed Services, if such instructions are followed, however, payment shall be made for the work concerned in accordance with Dionach's usual rates or as determined between the Parties in writing.

9. PROFESSIONAL SERVICES

- 9.1 The provisions of this Clause 9 shall apply to Dionach employees such as engineers, project managers and solution architects (each a "Specialist") performing Professional Services. If a Specialist becomes unavailable by reason of termination of employment with Dionach, illness, injury or otherwise during the Professional Services, Dionach shall be entitled to replace said Specialist with another Specialist of the same or similar skill level. Dionach shall inform the Customer, as soon as reasonably possible, of such unavailability and subsequent change of Specialist. If Dionach is unable to provide a replacement Specialist of the same or similar level of skill within a reasonable period, and such failure is of material significance to the performance of the Professional Services, the Customer has the right to terminate the applicable part of the SoW on written notice, without any right to claim compensation or damages other than a refund for any amounts paid in advance for Services not provided by Dionach.
- 9.2 If the Customer demonstrates, based on well-founded grounds, that a Specialist is not suitable to perform the Professional Services, the Customer shall notify Dionach thereof, without undue delay, stating the reason and grounds why the Specialist is considered as unsuitable for the performance of the Professional Services. If the Customer, notwithstanding any corrective measures taken by Dionach, with reasonable cause requires that the Specialist should be replaced Dionach shall, subject to availability and within a reasonable period, provide a suitable replacement Specialist of the same or similar skill level. If Dionach is unable to provide a replacement Specialist of the same or similar skill level within a reasonable period, and such failure is of material significance to the Professional Services, the Customer has the right to terminate the applicable part of the SoW on written notice, without any right to claim compensation or damages.
- 9.3 Dionach shall be responsible for training of Specialists, at Dionach's own cost, in order to provide the Professional Services. the Customer shall provide the Customer specific training as may be specified in a SoW, if such training is necessary for Dionach in order to perform the Professional Services under the SoW.
- 9.4 If the Customer purchases Project Services, Dionach shall in all material respects provide the Project Services in accordance with the Agreed Specifications and the SoW.

10. SUPPORT AND MAINTENANCE SERVICES

- 10.1 The provisions of this Clause 10 shall apply to Dionach's provision of Support Services. Dionach shall in all material respects provide the Support Services in accordance with the service levels set out in a Service Level Agreement, which is an integral part of the Agreement in accordance with Clause 1.

- 10.2 When providing Support Services, Dionach will agree on a Documented Agreement & Procedures with the Customer, which will, in addition to what has been agreed in the Service Level Agreement, list all the specific and relevant information relating to the day-to-day provision of the Support Services for the Customer (the "DAP"). The DAP is an integral part of the Agreement in accordance with Clause 1. In case of a conflict between what has been set out in the SLA and the DAP, the order of precedence set out in Clause 1.4 will apply.

- 10.3 Customer acknowledges and consents to Dionach sharing relevant support data, including Customer Data, with the relevant Product Vendor where it is required for Dionach's provision of the Support Services. If such Customer Data contains Customer Personal Data, Clause 27 shall apply. If the Customer has paid for applicable hardware replacement services, the Customer shall in case of a defect in any hardware, pack the hardware in suitable packaging for transport, handling and storing in order to prevent any mechanical or atmospheric damage during transport.

- 10.4 Unless otherwise specified in the SoW or purchased as part of Professional Services or Managed Services, Dionach's responsibility and liability for Support Services shall be limited to troubleshooting and making suggestions for corrective measures. Dionach shall not be responsible or liable for making any actual correction and any corrective measures shall be taken by the Customer at their own expense.

11. MANAGED SERVICES

- 11.1 The provisions of this Clause 11 shall apply for the Customer's subscription to and Dionach's provision of Managed Services.
- 11.2 Dionach shall in all material aspects provide the Managed Services in accordance with the Agreed Specifications starting on the estimated Date of Delivery and ending on the last date of the subscription period of the Managed Services, always in accordance with the service levels set out in the SLA and relevant Service Descriptions, which are deemed an integral part of the Agreement in accordance with Clause 1.
- 11.3 When providing Managed Services, Dionach will agree on a DAP with the Customer, which will - in addition to what has been agreed in the SLA and set out in the Service Descriptions - list all the specific and relevant information relating to the day-to-provision of the Managed Services for the Customer. The DAP is deemed an integral part of the Agreement in accordance with Clause 1. In case of a conflict between what has been set out in the SLA and the DAP, the order of precedence set out in Clause 1.4 will apply.

12. MANAGED SECURITY SERVICES

- 12.1 The provisions of this Clause 12 shall apply to Dionach's provision of Managed Security Services. Dionach shall in all material aspects provide the Managed Security Services in accordance with the Agreed Specifications and the SoW starting on the estimated Date of Delivery.
- 12.2 The Parties acknowledge that the Managed Security Services aim to protect the Customer against attempts to disclose, alter, deactivate, destroy, steal, or obtain unauthorised access to, or making unauthorised use of, one or several company resources of the Customer or of the data processed therein (each an "Attack"), by detecting and reporting irregular behaviour on networks, devices, and/or cloud environments. The Parties agree that though Dionach undertakes its best efforts to detect all security incidents and Attacks, the provision of Managed Security Services does not provide any guarantee by Dionach that all (attempted) Attacks are identified and/or reported to the Customer. Dionach will not be liable for damage incurred by the Customer resulting from an Attack or an Incident unless this specific liability is explicitly set out in the SoW.
- 12.3 In addition to the escalation of security incidents towards the Customer, Dionach will be able to immediately take mitigating measures directly within the digital infrastructure of the Customer when it identifies certain security incidents or Attacks. If the Customer requires Dionach to provide the Mitigating Measures, the procedures

and agreements that enable Dionach to do so will be established by the Parties in the DAP.

13. SERVICE ACTIVATION AND DE-ACTIVATION

13.1 Unless otherwise agreed in the SoW, Dionach shall be entitled to remuneration for a Service Activation Project and Service De-Activation Project when setting up a Service in accordance with this Part III of these General Terms and Conditions. If a fee is not specified in the SoW, Dionach has the right to charge for such services on a time and material basis based on the rates of Dionach's then current Professional Services pricelist.

13.2 Unless otherwise agreed in the SoW, Dionach shall carry out a Service Activation Project for the purpose of activating the agreed Managed Services. The Service Activation Project shall be detailed in the SoW.

13.3 Once the Service Activation Project has been completed, Dionach shall inform the Customer in writing whether the Managed Services

- can be provided in accordance with the SoW, in which case such notification will also be a confirmation of the Date of Delivery; or
- can be provided, subject to certain conditions being met in relation to the Customer's IT infrastructure, in which case the Parties shall meet in order to discuss such conditions and their implementation and any impact on the estimated Date of Delivery; or
- cannot be provided, in which case the corresponding SoW shall terminate with immediate effect and without any right for the Customer to claim compensation or damages. Dionach shall however always be entitled to remuneration for the Service Activation Project irrespective of whether the Managed Services requested by the Customer can be delivered as initially intended.

13.4 Unless otherwise agreed in the SoW, Dionach shall at the end of the subscription period carry out a Service De-Activation Project for the purpose of deactivating the agreed Managed Services. The Service De-Activation Project shall be detailed in a SoW.

13.5 The Customer acknowledges and consents to the removal of, and as the case may be, return to Dionach, of the standard use cases, scripts, service appliances and, if applicable, SDA, Supportive Tools, platforms and other tools (all of which are owned by either Dionach's or a third party) that has been implemented in the Customer's IT environment. Search heads will be removed by Dionach during the Service De-Activation Project.

13.6 In addition to the provisions of Clause 13.3 above, the following Customer obligations apply specifically when Dionach provides Managed Services to the Customer. Unless otherwise agreed in the SoW, The Customer shall in a timely manner:

- allow Dionach to install Dionach's SDA in accordance with Dionach's suggested design;
- review documentation and issue decisions in connection with the Service Activation Project;
- provide Dionach with correct and required information regarding the Customer's IT conditions and circumstances; and
- be responsible for faults and defects in the Customer's IT environment (both hardware and software) and use reasonable endeavours to correct such faults and defects in the Customer's IT environment;
- allocate sufficient resources and employees, who are qualified and competent for the purpose, to perform its obligations; and
- be responsible for the control and administration of access rights in relation to all users of the Customer's IT environment and the Customer Data, including but not limited to giving Dionach access to such IT environment through the Customer's network.

14. PRICING

14.1 All prices stated by Dionach are in pounds and the Customer will make all payments in pounds. All prices are exclusive of value-added tax and other taxes, or other duties levied on the provision of Services and/or Deliverables under the Agreement and corrections for currency effects, which shall be payable by the Customer. In the case of cross-border delivery, additional charges such as transport, custom duties and other levies related to the import and export of Products shall apply and will be charged to the Customer.

14.2 All prices for Products stated by Dionach under the Agreement that need to be purchased in dollars by Dionach from the Product Vendors are based on the USD-GBP exchange rate as published by the Bank of England on the date of the SoW (the "Original Exchange Rate"). The Parties agree that if on the date payment under any invoice sent under such SoW is due (the "Due Date") the exchange rate on the date payment by the Customer under this SoW deviates by more than 3% from the Original Exchange Rate (the "Limit Exchange Rate"), Dionach will invoice or credit the Customer such sum as equal to the difference between the actual exchange rate as published by the Bank of England on the Due Date and the Limit Exchange Rate, multiplied by the aggregate sum (excluding VAT) of the relevant invoice, including the applicable VAT thereon.

14.3 Cost estimates or budgets issued by Dionach are non-binding unless the Parties have otherwise agreed in writing. An available budget made known to Dionach by the Customer shall only apply as a fixed price agreed between the Parties for the performance to be delivered by Dionach if this has been explicitly agreed in writing by both Parties.

14.4 When providing Professional Services in addition to the payment of the applicable fees the Customer shall reimburse Dionach for all agreed actual, reasonable travel costs and expenses including, but not limited to, airfares, hotels and allowance incurred by Dionach in providing the Professional Services. Such costs and expenses shall be invoiced by Dionach at cost. If any scheduled Professional Services are cancelled by the Customer within 48 hours of the agreed start time, Dionach will charge the Customer a cancellation fee that consists of the applicable day-rate of the Consultants.

14.5 Unless determined otherwise in the applicable SoW, Dionach shall be entitled to adjust in writing the applicable prices and rates of each subscription for Support Services, Managed Services and/or Managed Security Services on an annual basis provided that Dionach gives the Customer three months' notice in writing prior to such increase taking effect.

15. INVOICING

15.1 The Customer shall provide Dionach with the information required for submitting invoices to the Customer electronically, if the Parties agree on electronic invoicing.

15.2 Dionach shall be entitled to charge interest on such overdue sum on a day to day basis from the original due date until payment is received in full as well after as before any judgment and independent of such judgment at a rate of 5% per annum above Lloyd Bank plc's base lending rate in force from time to time and alternatively reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

16. PAYMENT

16.1 Unless agreed to otherwise between the Parties in the SoW, the Customer shall pay any and all invoices in advance by bank transfer and prior to the delivery of Products.

16.2 Fees for subscription or usage of Software, Support Services and/or Product Vendor support services shall be invoiced, in full and in advance, for the entire time period that such subscription Software, Support Services and/or Product Vendor support services are to be provided as set out in the SoW.

16.3 Information from Dionach's records shall count as conclusive evidence with respect to the performance delivered by Dionach and the

PART IV - PRICING AND INVOICING

amounts owed by the Customer for delivery of such performance, without prejudice to the Customer's right to produce evidence to the contrary.

PART V - OPERATIONAL TERMS

17. WARRANTY

17.1 Dionach warrants that it will perform each Service in accordance with Good Industry Practice and according to the Service Descriptions. The Customer shall provide timely written notice to Dionach of any failure to comply with this warranty, in order that Dionach may take remediation measures.

17.2 For recurring Services, such as Support Services or Managed Services, the warranty shall apply for as long as the Services are being rendered. For non-recurring Services, the warranty for each Deliverable shall commence on the Date of Delivery of such Deliverables and last for thirty (30) days, unless expressly agreed otherwise in a SoW. Dionach shall, within a reasonable and mutually agreed timeframe, remedy any material non-fulfilment of the Services or the Deliverables under the Service Description.

17.3 If such non-fulfilment cannot reasonably be remedied, Dionach will provide the Customer a discount or refund for the amounts paid for the relevant part of the Services or Deliverables. This represents the entire extent of Dionach's liability for non-fulfilment of the Services or Deliverables.

17.4 Notwithstanding the provisions of Clauses 17.1 to 17.3 under no circumstances will Dionach be liable for any failure in the Services or the Deliverables where such failure is due to or related to:

- incorrect, inappropriate or excessive use of any Deliverables by the Customer;
- any modification to the Deliverables by the Customer;
- incorrect or incomplete information provided by the Customer to Dionach for the provision of the Services or the Deliverables;
- changes in the Customer's IT environment (including but not limited to set-up or configuration changes) which have not been notified and agreed in advance with Dionach which impact the Services or Deliverables; or
- where the failure of the Services or Deliverables is not solely attributable to Dionach.

17.5 Dionach does not provide any warranty or guarantee in relation to the Products, their quality, fitness for purpose or otherwise, other than the Product warranty and support terms given by the Product Vendor in the applicable End User License Agreement.

17.6 Dionach does not warrant that Dionach's Services or Deliverables will render the Customer's systems, environment or data immune against hacking, cyber-attacks, malicious code and/or other forms of cyber security breaches.

17.7 Dionach will support the Customer in resolving any Product related claims or disputes that may arise with the Product Vendor. Dionach's role in assisting with such claims or disputes is facilitative of nature, and may include, but is not limited to:

- Providing the Customer with the relevant contact information for the Product Vendor.
- Guiding the Customer on how to initiate claims or communicate effectively with the Product Vendor.
- Relaying information or documentation to, or from, the Product Vendor.

Dionach's assistance will be limited to the extent permitted under the terms of the agreement between Dionach and the Product Vendor and any confidentiality obligations therein. Dionach does not assume any responsibility for the resolution of claims or disputes between the Customer and the Product Vendor.

18. DELAY

18.1 Dionach shall use reasonable endeavours to meet the agreed time schedule for the provision of the Services and the agreed Date of Delivery for Products however the Parties agree that, unless otherwise expressly agreed in the SoW, any dates are estimates only. In the event Dionach expects any delay in the provision of the Services or the delivery of the Products, it shall inform the Customer on the measures taken or proposed to mitigate such delay to the maximum extent possible. Notwithstanding the above, Dionach shall never be liable for any delay that is caused by a Product Vendor in the delivery of the Products, the occurrence of a Force Majeure Event or a Customer Default.

19. CHANGES

19.1 The Customer may request a change to Dionach's SoW after a SoW has been concluded. Such change shall be governed by the change control mechanism as specified in this Clause 19. If Dionach determines that any additional work needs to be performed or if Dionach's scope of work needs to be adjusted after a SoW has been entered into between the Parties, Dionach shall inform the Customer's authorised representative promptly. Dionach shall not carry out any additional work or make any adjustments to its scope of work without the approval of the Customer's authorised representative to such additional work or adjustments in accordance with Clause 19.2.

19.2 Change requests pursuant to Clause 19.1 shall be made in writing using a change request form delivered by the requesting Party to the authorised representative of the other Party. Where a request for change is made by the Customer, Dionach shall inform the Customer within five (5) business days of receipt of the change request of any change to the Agreed Specification of any increase or decrease in costs and any change to the estimated time schedule or inform the Customer that such requested change is not possible or unreasonable to execute. The Customer shall inform Dionach in writing within five (5) business days of receipt of such written notice if the Customer wishes the requested change to be made and, in such case, Dionach shall update the applicable documents (which can be in the form of an addendum to or restatement of the SoW).

20. ADDITIONAL WORK

20.1 If, at the request or prior consent of the Customer, Dionach has performed Services or supplied Products outside the scope of the agreed SoW ("**Additional Work**"), the Customer shall pay for this Additional Work in accordance with the agreed rates or, if no rates have been agreed between the Parties, in accordance with Dionach's usual rates. Dionach is not obliged to honour such a request and may require that a separate SoW be concluded in writing for the purpose. Insofar as a fixed price has been agreed for a particular provision of Services or Products, Dionach shall on request inform the Customer in writing about the financial consequences of the Additional Work.

21. AUDIT

21.1 The Customer can only be granted a specific right of audit where this is specified in the SoW. If this has been agreed between the Parties, the audit shall be performed in accordance with the following provisions:

21.2 Subject to the Customer giving Dionach at least sixty (60) days' written notice, the Customer shall, at its own cost and expense, be entitled to have an audit performed during regular business hours no more than once per annum. Such audits must be performed in a manner that does not interrupt Dionach's normal business operations and may be carried out by a mutually agreed third-party auditor provided that such third-party auditor has entered into confidentiality undertakings reasonably acceptable to Dionach.

21.3 The Customer must submit to Dionach a detailed audit plan at least two (2) weeks in advance of the proposed audit date describing the proposed scope, duration and start date of the audit.

- 21.4 The mutually agreed third-party auditor, will not get access to any of Dionach's other customers' Confidential Information or personal data and shall always be accompanied by an Dionach employee when conducting onsite audits. Dionach shall not be obliged to share any information about its margins or internal cost structure.
- 21.5 The audit right set out above only applies to Dionach and does not give the Customer any audit rights with respect to third parties, such as Product Vendors or other supportive tool providers.

22. SUBCONTRACTORS

- 22.1 Unless prohibited by applicable law, Dionach has the right to engage Subcontractors in its performance of the Agreement, provided that such engagement does not compromise the quality of the services. Dionach warrants that all subcontractors are selected based on their ability to perform the obligations under this Agreement in accordance with Good Industry Practice. Upon the Customer's request, or as required by the Agreement, Dionach shall inform the Customer in writing of such Subcontractors that Dionach uses or intends to use in Dionach's provision of Services and/or supply of Deliverables to the Customer, as applicable. Each Party shall remain liable to the other Party for the performance of its obligations under the Agreement by any of its Subcontractors.

23. PUBLICITY

- 23.1 Neither Party has the right to use the other Party's trademarks, service marks, trade names, logos or other signs or identification symbols or to otherwise make a public announcement or other publications, advertising or business campaigns or to refer to the Agreement without the prior written approval of the other Party.
- 23.2 The Customer hereby provides their consent to Dionach to include the Customer's trade names, logos or other signs or identification symbols on the Dionach's website.

PART VI - INTELLECTUAL PROPERTY RIGHTS

24. OWNERSHIP AND USAGE

- 24.1 Each Party shall remain the owner of any IPR held by such Party prior to the date of the Agreement and of any IPR developed thereafter by such Party independently of the Agreement, or in case of third party IPR, by the respective third party. The foregoing shall also apply to any tools, templates, know-how, data and/or methods used by Dionach to provide the Services. Unless otherwise specifically set out to the contrary, nothing in the Agreement shall be construed to grant a Party any right, by license or otherwise, to the IPR, tools, templates, know-how, data and/or methods of the other Party. The Customer grants Dionach a non-exclusive, world-wide, fully paid-up right to use, modify and reproduce any IPR, tools, templates, know-how, data and/or methods owned by the Customer exclusively for the provision of the Services and/or Deliverables, without any right to divulge this IPR, tools, templates, know-how, data and/or methods to a third party unless for the provision of the Services and/or Deliverables by a Subcontractor to the Customer as set out in the SoW.
- 24.2 All IPR, tools, templates, know-how, data and/or methods resulting from or otherwise deriving (directly or indirectly) from Dionach's provision of Services under the Agreement shall exclusively vest in and remain the property of Dionach. Dionach grants the Customer, who accepts, a non-exclusive, personal, non-transferable and non-sublicensable right to use the relevant Dionach IPR, tools, templates, know-how, data and/or methods for the sole purpose of using the relevant Services for the purposes as outlined in the Agreement and solely during the term of the Agreement.
- 24.3 In the event it has been agreed in a SoW that Dionach shall deliver certain Deliverables as part of the Services, the Parties agree that all titles, rights and interests in such Deliverables shall to the maximum extent permitted by law be transferred and assigned to the Customer, unless otherwise explicitly agreed between the Parties, and the fee to

be paid by the Customer for such transfer shall be considered as included in the price for delivering the Deliverables. Such transfer of rights shall however not prevent Dionach from delivering similar or identical deliverables to other parties without any restriction, subject to compliance with its confidentiality obligations under this Agreement.

- 24.4 For the avoidance of doubt, title to all IPR in or related to Products shall remain vested in the respective Product Vendor and shall not be included in Dionach's license granted pursuant to Clause 24.1. All usage of the Products shall be subject to the applicable End User Licence Agreement defined by the respective Product Vendors.

- 24.5 Dionach shall be entitled to use, for its own benefit and for the benefit of other customers/third parties, all knowledge, know-how and skills used and/or acquired when performing the Services in future assignments to other customers, subject to compliance with its confidentiality obligations under this Agreement.

25. THIRD PARTY CLAIMS

- 25.1 If a third party claims that the Services or Deliverables provided by Dionach under this Agreement infringes that party's patent, registered trademark or copyright, Dionach will defend and indemnify the Customer against that claim, provided that the Customer (i) promptly notifies Dionach in writing of the claim; (ii) allows Dionach to control, and cooperates with Dionach in, the defence and any related settlement negotiations, and (iii) does not make any admission of liability with regard to the claim.

If the Customer does not comply with this procedure, the indemnity lapses.

- 25.2 If, as a result of any binding settlement or a final determination by a court of competent jurisdiction, the Services or Deliverables are held to infringe any third-party rights and the use of the Services or Deliverables is enjoined, or if Dionach reasonably determines that any of the Services or Deliverables may become subject to a claim of infringement, Dionach shall be entitled to at its sole discretion;

- procure for the Customer the right to continued use of the Services or Deliverables;
- replace or modify the Services or Deliverables so that they cease to infringe the third-party rights without prejudicing the Customer; or
- if neither of the foregoing is possible on reasonable commercial terms, pro rata refund the Customer the amount paid under the Agreement for the infringing Services or Deliverables.

- 25.3 Dionach shall not be obliged to defend or indemnify Customer if any claim of infringement results from:

- The Customer's unauthorised modifications to or combination of the Services or Deliverables with other products, services or deliverables;
- The Customer's use of the Services or Deliverables in breach of the Agreed Specifications and/or the Agreement; or
- The Customer's use of Software or Hardware from Product Vendors alone whether or not provided by Dionach which is not caused by a combination or modification made by Dionach.

- 25.4 The Customer will indemnify, defend and hold Dionach, its Group Companies, and Subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent, trademark and copyright infringement) made against Dionach, alleged to have occurred as a result of the Customer's failure to provide any required consents associated with its, or a third party's IPR. Dionach will be relieved of the performance of any obligations that may be affected by the Customer's failure to promptly obtain and provide any required consent to Dionach.

PART VII - COMPLIANCE

26. CONFIDENTIAL INFORMATION

26.1 Each Party that discloses Confidential Information (the "**Disclosing Party**") shall determine in its sole discretion what Confidential Information it shall disclose to the other Party (the "**Receiving Party**"), in accordance with the Agreement. The Receiving Party may provide the Confidential Information only to such of its officers, employees, subcontractors and professional advisers as may in each case require access to the Confidential Information on a strict need-to-know basis solely for the relationship between the Parties (the "**Permitted Disclosees**") and shall inform each of them of, and procure their compliance with, the terms of this Agreement and in particular this Clause 26. Information shall not be deemed Confidential Information if:

- a) the Receiving Party can prove that the Information has been independently developed or has become independently available to the Receiving Party or any of its Permitted Disclosees other than as the direct or indirect result of a breach by a third party of any obligation of confidentiality or fiduciary duty owed to the Disclosing Party;
- b) the Information is or becomes publicly known other than as the direct or indirect result of a breach of this Agreement by the Receiving Party or any of its Permitted Disclosees;
- c) it can be shown that it was lawfully in the possession of the Receiving Party before the date it was disclosed by the Disclosing Party and that the Receiving Party was not under any obligation of confidence in respect of the information; and/or
- d) the Disclosing Party indicates in writing that it is not Confidential Information

26.2 The burden of proof in respect of any exception in this Clause 26.1 shall be upon the Party seeking to rely on such exception.

26.3 The Receiving Party agrees that it shall keep all Confidential Information confidential and, unless as expressly permitted or required under Clause 26.1, not disclose any Confidential Information to any third party, not copy or use any Confidential Information in any manner for any purpose other than as set out in the Agreement and at its own expense take all reasonable security precautions or other steps (at least as great as the precautions and steps taken in respect of its own Confidential Information) to protect the Confidential Information and ensure that the obligations of this Agreement are met.

26.4 The Disclosing Party represents that it has the right to make the disclosures made under this Agreement. The Confidential Information disclosed under this Agreement is provided "*as is*" and the Disclosing Party makes no representation of any kind with respect to the accuracy or completeness of such Confidential Information or its suitability for any particular use.

26.5 At the written request of the Disclosing Party, the Receiving Party shall promptly return or (at the option of the Disclosing Party) destroy any or all Confidential Information from any computer, word processor or other device or storage media in its possession or under its control; provided, however, that the Receiving Party shall be entitled to retain one (1) copy of the Confidential Information to ensure compliance with (i) applicable legal and regulatory requirements and (ii) bona fide (internal) audit and insurance obligations.

26.6 In the event that the Receiving Party is ordered by applicable law, regulation or by any competent judicial or regulatory body to disclose any of the Confidential Information, the Receiving Party shall (a) notify the Disclosing Party in writing as soon as possible (but only if legally permitted under such order) of the information to be disclosed and other relevant details of such disclosure and (b) shall take all reasonable action to avoid and limit the scope of such disclosure.

27. DATA PROTECTION AND PRIVACY

27.1 Dionach may from time-to-time process personal data controlled by the Customer ("**Customer Personal Data**") when delivering Products,

providing Deliverables or performing Services to the Customer. Such processing of Customer Personal Data is performed only when necessary to fulfil Dionach's obligations towards the Customer under the Agreement, and/or upon request and according to the written instructions of the Customer.

27.2 When Dionach is required to process Customer Personal Data the Parties will enter into a separate data processing agreement regulating all aspects of the processing activities to be carried out by Dionach and setting out the specifications of the purpose of processing, the exact types of personal data, and the categories of data subjects.

27.3 Dionach shall ensure that all technical and organizational measures are taken to protect the Customer Personal Data in accordance with the requirements of the GDPR, the *Data Protection Act 2018* and the guidance published by applicable national privacy authorities.

28. INFORMATION SECURITY

28.1 Dionach shall use reasonable best efforts to ensure all technical and organizational measures are in place to meet the information security requirements specified in writing by the Customer. In the absence of an individually defined security standard with the Customer and/or applicable specific measures in the Agreement, the information security standards maintained by Dionach shall (i) align with recognised industry standards, such as ISO/IEC 27001, (ii) consistently meet such standard required in association with the information protected and the costs associated with the security measures taken, and (iii) shall be regularly evaluated in accordance with Good Industry Practice. Dionach does not guarantee that the information security maintained is effective under all circumstances.

28.2 Even if not explicitly provided for in the Agreement, Dionach may adopt technical measures to protect equipment, data files, websites, software made available, or software to which the Customer is granted direct or indirect access, which may place limits on access to content or duration of access to these items. The Customer shall not remove or bypass such technical measures or have them removed or bypassed.

28.3 Dionach reserves the right to change access and/or identification codes and certificates provided to the Customer, particularly (but not limited to) in the event of a security incident (including, but not limited to, a suspected data breach). Dionach shall notify the Customer of any such changes as soon as is practically possible of such an event occurs.

28.4 Any access and/or identification codes and certificates provided by Dionach to the Customer are confidential and must be treated as such by the Customer and may only be disclosed to authorised personnel in the Customer's own organisation. Dionach is entitled at any time to change the access or identification codes and certificates on written notice to the Customer.

28.5 The Customer is fully and solely responsible for the data that it processes in the context of using a Service as directly or indirectly provided by Dionach. The Customer is solely responsible for the data that it processes in the context of using a Service as directly or indirectly provided by Dionach. The Customer guarantees to Dionach that the content, use, and/or processing of this data are not unlawful and do not infringe any rights of third parties. The Customer shall indemnify and hold Dionach harmless against:

- any claims from third parties related to such data, except where such claims arise from the failure of Dionach to meet its own obligations under this Agreement; and
- any damage, loss, or liability incurred by Dionach arising out of or in connection with any prosecution or investigation under the Computer Misuse Act 1990 in relation to the provision of the Services to the Customer.

PART VIII - LIABILITY

29. LIABILITY

29.1 Subject to the limitations set out in the Agreement, each Party shall be liable for direct damages caused by negligent acts or omissions by its

own personnel and its Subcontractors. Neither Party shall be liable to the other, whether in contract, tort (including negligence), for a breach of statutory duty, or otherwise, including under any indemnity, arising under or in connection with this Agreement for:

- loss of profits, loss of sales or business, loss of agreements or contracts, loss of revenue, loss of anticipated earnings or savings, loss of or damage to goodwill;
- loss of use or value of, or corruption of, any data, software, equipment or information, including wasted management, operational or other time; or
- any indirect, incidental or consequential losses of any kind or nature whatsoever, in each case irrespective of whether that Party has been advised, knew or should have known of the possibility of such loss or damage.

29.2 Save where performance by Dionach is rendered impossible, Dionach shall only be held liable under Clause 29 for its failure to perform its obligations under the Agreement if the Customer notifies Dionach in writing of the details of its default without delay and grants Dionach a reasonable period to remedy the breach.

30. LIMITATION OF LIABILITY

30.1 Subject to the provisions of Clause 29, Dionach's total liability to the Customer with respect to any direct damages arising under the Agreement, shall be limited to the higher of (i) the prices paid or to be paid by the Customer under the SoW under which the event giving rise to the liability occurred (in case of recurring Services, the liability shall be equal to all fees paid by Customer in the last twelve (12) months before the event giving rise to the liability occurred) and (ii) two hundred thousand pounds sterling (GBP 200,000). This limitation of liability shall apply regardless of the number of events, the nature of, or the period of time that has elapsed between, the different events giving rise to the liability.

30.2 Nothing in the Agreement shall limit or exclude either Party's liability for:

- death or personal injury;
- damages caused by fraud or fraudulent misrepresentation;
- damages caused by wilful misconduct or gross negligence; and
- any other liability, which cannot be limited or excluded by applicable law.

30.3 The Customer loses their right to claim damages, if a claim is not made as soon as possible after the Customer became aware, or reasonably should have become aware, of the event giving rise to the claim which will, in any event, be no later than (i) twelve (12) months after the Date of Delivery if the claim relates to the delivery of Products and the provision of Professional Services and (ii) three (3) months after the Customer became aware - or reasonably should have become aware of the event giving rise to the claim if the claim relates to the provision of Support Services, Managed Services or Managed Security Services.

30.4 If the Parties, in a SoW or SLA, have agreed upon service credits for breach of agreed service levels, the Customer is entitled to such service credits according to the Agreement. Where service credits are agreed, these shall be the sole and exclusive remedy of the Customer for the fault and the Customer is not entitled to any additional damages or other compensation due to such delay or deviation from the agreed service levels, other than in the event of wilful misconduct or gross negligence.

30.5 Each Party will take all reasonable measures in order to mitigate its loss and to limit any damages.

31. FORCE MAJEURE

31.1 Neither Party shall be liable to the other Party for non-performance or delay in the performance of any of its obligations (or that of its Subcontractors) caused by a Force Majeure Event.

31.2 Upon the occurrence of a Force Majeure Event, the affected Party shall immediately notify, in writing, the other Party and provide as much

detail as possible of the circumstances surrounding the Force Majeure Event including likely duration and what steps the Party is taking to remedy any non-performance or delay. If the Force Majeure Event continues or is expected to continue for more than one (1) month, either Party shall have the right to terminate the affected SoW on written notice to the other Party without limiting its other rights or remedies.

PART IX - TERM AND TERMINATION

32. TERM

32.1 The Term for each of the Services is set out in the respective SoW and shall be automatically extended unless one Party has given the other Party three (3) months' notice in writing to expire at the end of the current period. If no defined term relating to a subscription-based Service (for example, but not limited to, a subscription for Support Services, Managed Services and/or MDR Services) has been agreed explicitly, a term of one (1) year will apply which shall be automatically extended for one (1) year after each Term's expiry unless either Party give the other a written notice period of three (3) months prior to the end of the current term.

33. TERMINATION

33.1 The term of the Agreement and provisions regarding termination are set forth in the respective SoW. Unless otherwise specified in a SoW, either Party shall be entitled to immediately terminate the Agreement if:

- the other Party commits a material breach of the Agreement and (if such breach is remediable and, in the case of suspected breach made by Dionach, the Customer has followed the provisions of Clause 29.2) does not remedy such breach within thirty (30) days of receiving a written notice thereof from the other Party; or
- the other Party is granted a moratorium through a court, whether or not provisional; or
- a petition for bankruptcy is filed for the other Party;
- the other Party's legal entity is liquidated or dissolved other than for restructuring or a merger of companies.

33.2 Dionach may terminate the Agreement with immediate effect if the Customer fails to pay any amount due under the Agreement within seven (7) days from the date of written notification from Dionach that the amount due has not been paid on the due date for payment.

33.3 Notwithstanding the provisions of Clause 36.1, notice of termination shall always be made in writing and shall be sent by courier to the other Party or by registered mail with acknowledgement of receipt to the address set out in the respective SoW. The reason for termination shall be clearly stated in said notice.

34. EFFECTS OF TERMINATION

34.1 If at the time of termination, the Customer has already received Deliverables or Services in the performance of the Agreement, the Customer shall still be liable to make payment unless it proves that Dionach is in default with respect to the essential part of such Deliverables or Services. Amounts invoiced by Dionach prior to termination in connection with what it already properly performed or delivered in the performance of the Agreement shall remain payable in full and shall become immediately due and payable at the time of termination. For the avoidance of doubt, this means that for fixed term recurring Services, such as Support Services or Managed Services, the non-consumed part of the Services, whether prepaid or still outstanding, shall remain fully due and payable in case of early termination by the Customer.

34.2 In case of termination by Dionach due to a of material breach by the Customer, the Customer shall immediately be obliged to pay to

Dionach all of Dionach's outstanding unpaid invoices and any unpaid interest. In respect of Services performed that have not yet been invoiced, Dionach shall be entitled to submit an invoice, which shall be payable by the Customer immediately upon receipt. All orders for Products which are in place at the time of termination shall be cancelled immediately and the Customer shall be liable to reimburse Dionach for the costs that it will incur from Product Vendors in respect of such cancellation. The Customer shall not be entitled to a pro rata refund where payment has been made in advance for any part of the Services.

34.3 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

35. SURVIVING CLAUSES

35.1 The Parties' rights and obligations under the following Clauses shall survive the expiration, termination or cancellation of the Agreement: Clause 24 and 25 (*Intellectual Property Rights*), Clause 26 (*Confidentiality*), Clause 27 (*Data Protection and Privacy*) Clause 29 (*Liability*), Clause 30 (*Limitation of Liability*), Clause 33 (*Termination*) and Clause 46 (*Governing Law and Jurisdiction*).

PART X - FINAL PROVISIONS

36. NOTICES

36.1 All notices under this Agreement must be made in written form, which includes email messages (unless explicitly determined otherwise in writing). Notices to Dionach will be sent by e-mail to legal@Dionach.com and/or via regular or registered mail to Stadhouderslaan 900, 2382 BL, Zoeterwoude, the Netherlands and notices to the Customer will be sent to the e-mail address and/or address identified in the initial SoW, unless otherwise agreed between the Parties.

36.2 With regard to email communication, a message is deemed to be delivered when it is sent unless an error was reported in the transmission. In the case of legal proceedings, notice should be served by mail or by hand to the registered office of the Party only. Correctly addressed notices sent by prepaid certified or registered mail, with return receipt requested, or sent by overnight courier (such as UPS or DHL) shall be deemed to have been delivered on the date that it is signed for.

36.3 In the event of change of contact details, including the registered office and address, each of the Parties shall be obligated to notify the other Party of the fact, under the pain of deeming the existing contact details provided in the Agreement as valid. Change of contact details shall not constitute an amendment of the Agreement.

36.4 If a Party fails to carry out the obligation referred to in Clause 36.3 communications shall be deemed to be delivered when sent to the last address known to the sending Party - for email, or at the time recorded on the return form issued by the post operator for the reason of "delivery refused" or "the recipient vacated the premises" - for physical mail.

37. WAIVER

37.1 No failure or delay on the part of the Parties in exercising any right or remedy under the Agreement, or in enforcing its terms and conditions, shall operate as a waiver; nor will any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of the Agreement may be waived except in writing signed by the Party granting such waiver.

38. NON-SOLICITATION

38.1 During the Term of the Agreement and for a period of twelve (12) months after its termination, the Customer shall not directly or

indirectly contact, induce or solicit (or assist any person to contact, induce or solicit) for employment any person who is, or within twelve (12) months prior to the date of such solicitation was, an employee of Dionach or any of its Group Companies. "Solicitation" in this context shall not include general solicitations such as advertisements in newspapers, trade publications or on the internet.

39. THIRD PARTY RIGHTS

39.1 Save as expressly stated otherwise, this Agreement does not contain any stipulation in favour of a third party. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this Agreement.

40. NO PARTNERSHIP

40.1 This Agreement does not create an agency, partnership or similar relationship between the Parties.

41. ENTIRE AGREEMENT

41.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Agreement. In entering into this Agreement, the parties have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Clause 41 shall operate to limit or exclude any liability for fraud. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

42. AMENDMENTS

42.1 These General Terms and Conditions may be amended by Dionach from time to time. Amendments will become effective only in relation to SoW's entered into after the amended version of these General Terms and Conditions are posted on Dionach's website or communicated and/or sent to the Customer in any other form.

42.2 Any changes to the Agreement - excluding only what has been set-out in Clause 42.1 - shall be made in writing and be duly signed by authorised representatives of the Parties.

43. INVALIDITY

43.1 If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, then such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected and the Parties shall use reasonable efforts to agree a replacement provision that is legal, valid and enforceable to achieve so far as possible the intended effect of the illegal, invalid or unenforceable provision.

44. NO RECISSION, ERRORS OR SUSPENSION

44.1 No Party may rescind this Agreement. If a Party has made an error in relation to this Agreement, it shall bear the risk of that error. No Party may suspend compliance with its obligations under or in connection with this Agreement on whatever grounds.

45. ASSIGNMENT

45.1 The Customer may not assign its rights or obligations under the Agreement without the prior written approval of Dionach, which shall not be unreasonably withheld. Dionach may assign its rights or obligations under the Agreement without the prior written approval of the Customer but will notify the Customer of such assignment in writing.

46. GOVERNING LAW AND JURISDICTION

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46.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that all disputes which may arise out of or in connection with the Agreement including disputes concerning the existence and validity thereof, shall be finally and exclusively resolved by the courts in England and Wales and the Parties hereby submit to the exclusive jurisdiction of such courts.

47. DEFINITIONS

Additional Work Agreed Specification(s) has the meaning set out in Clause 20.1. means for

- Products, the product descriptions published by Product Vendor at the Date of Delivery of the SoW, provided that the functionality described in such product descriptions can be obtained without any configuration or other work to be carried out by Dionach; or
- Professional Services, Project Services, Support Services and Managed Services, the SoW and/or what has been set out in the specific Service Level Agreement and/or the Service Description.

Agreement Attack has the meaning set out in Clause 1.1. means an attempt to disclose, alter, deactivate, destroy, steal, or obtain unauthorised access to, or making unauthorised use of, one or several company resources of the Customer or of the data processed therein.

Back-up Copies Business Day has the meaning set out in Clause 3.6. means any day other than a Saturday, Sunday, or national holidays recognized by the jurisdiction defined in section 46.1, on which businesses are open for regular operations.

Clause Confidential Information refers to a clause of this Agreement. means all financial, business, strategic and technical or other data and all other confidential information in any and all medium disclosed by the Disclosing Party to the Receiving Party including, without limitation know-how, design and development work, roadmaps, kit lists, marketing, product, project and business plans, forecasts, cost data, list and purchase prices, discounts, (proposed) transaction terms, supplier lists, customers, prospect, market information and other commercial information and/or trade and business secrets.

Customer means the Party purchasing Products, Services and/or Deliverables from Dionach.

Customer Data Customer Default Customer Information DAP means all data owned by or licensed to the Customer. has the meaning set out in Clause 3.9. has the meaning set out in Clause 3.2. means the Documented Agreements & Procedures as more particularly described in Clause 10.2 and 11.3.

Date of Delivery means the date of delivery when the Services or Deliverables or a well-defined part thereof or a phase of the implementation of the Project or Services or solution are provided to the Customer as follows for:

- Hardware, the date when the Hardware has been delivered at the Delivery Site in accordance with the relevant Incoterms 2020;
- Software and certificate of Product Vendor support, the date when the Software or certificate of Product Vendor support is made available to the Customer electronically through download or otherwise;
- Product Vendor professional services or Product Vendor support, the date when such service is made available for use by, or is provided to, the Customer;
- Managed Services and/or Support Services, the first date when Managed Services and/or Support

Services according to Agreed Specifications, are available for use by the Customer; and

- Professional Services and/or Project Services, (i) if no acceptance period has been agreed in the SoW, when Dionach informs the Customer in writing that the delivery has been completed, (ii) when the acceptance period specified in the SoW expires and the Customer has not made a justified complaint in respect of the Deliverables; (iii) for any delivery of corrections or otherwise any Deliverable made after the Customer has made a justified complaint, when an acceptance certificate has been signed by the Customer; (iv) if the Customer starts using the Deliverables in the ordinary course of business or for revenue earning purposes, such being considered as beneficial use; or (v) any other method set-out in the SoW.

Deliverable(s) means all deliverables and results specified in the SoW to be delivered to the Customer. For the avoidance of doubt any and all tangible and intangible property including, but not limited to, any Products technical documents, samples, models and other materials as well as all data, standard concepts, tools, know-how and information of whatever nature developed by Dionach prior to the commencement of the Services or independently developed by or on behalf of Dionach during or upon completion of the performance of Services, including any Intellectual Property Rights, shall not be considered Deliverables unless explicitly specified otherwise in a SoW.

Disclosing Party means the Party disclosing Confidential Information to the other Party.

Dionach means the Dionach Group Company, that entered into the relevant SoW with the Customer.

Dionach Materials has the meaning set out in Clause 3.8.

Force Majeure Event means an event beyond the reasonable control of Dionach including but not limited to strikes, lock-outs or other industrial disputes (whether or not involving the workforce of Dionach or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or regulation or direction, accident, effects of a pandemic, breakdown of plant or machinery, fire flood, storm or default of third party suppliers or any other third parties.

GDPR means the General Data Protection Regulation (EU 2016/679) and, where the context implies, the Data Protection Act, 2018 as implemented in the United Kingdom as amended or updated from time to time in the United Kingdom and any successor legislation to the General Data Protection Regulation or the Data Protection Act 2018.

General Terms and Conditions means these General Terms and Conditions which apply to the purchasing of Products and supply of Services by Dionach to the Customer.

Good Industry Practice means the normal degree of skill, care, prudence, foresight and practice, which would ordinarily be expected of a provider of the same or similar services and products to the Services and Deliverables.

Hardware means any hardware that Dionach resells from a Product Vendor under the Agreement, including all the physical components of the Product Vendor's routing, switching, security and networking equipment.

Intellectual Property Rights or IPR means patent, copyright and related rights, registered trademarks, trade secret, intellectual property rights including names and domain names, registered models and designs and database rights, know-how, including all applications and rights to apply for and be granted,

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<p>Limit Exchange Rate</p> <p>Managed Security Services</p> <p>Managed Services</p> <p>Nomios Group Company</p> <p>Original Exchange Rate Parties</p> <p>Party Permitted Disclosees</p> <p>Product Vendor</p> <p>Product(s)</p> <p>Professional Services</p> <p>Project Services</p> <p>Purchase Order or PO</p> <p>Quote</p>	<p>renewals and extensions of, and rights to claim priority from, such intellectual property rights.</p> <p>has the meaning set out in Clause 14.2.</p> <p>means the managed security and response service consisting of either assessment, operations, detection and/or response services (including services provided through Dionach's security operations centre or SOC, including but not limited to EDR, NDR and XDR services) as specified and agreed in the SoW and detailed in the Service Description.</p> <p>means a subscription service consisting of either assessment, operations, detection and/or response services as specified and agreed in the SoW.</p> <p>means in any company and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Dionach.</p> <p>has the meaning set out in Clause 14.2.</p> <p>means Dionach and the Customer together.</p> <p>means either Dionach or the Customer.</p> <p>has the meaning set out in Clause 26.1.</p> <p>means a third-party company that develops and produces Products (which can include support services to such Products). A Product Vendor shall not be considered as a Subcontractor to Dionach, and its personnel shall not be considered as working under the responsibility of Dionach, unless set out otherwise in the Agreement.</p> <p>means any Hardware and/or Software, cloud/SaaS services, professional services and packaged standard support bundles or any products associated therewith directly (including, but not limited to, documentation provided by the Product Vendor) that Dionach sells or resells from a Product Vendor, and which may be sourced via a distributor, and that are ordered by the Customer from Dionach.</p> <p>means the supply by Dionach of one or several Specialists with the agreed level of skill and experience set to perform certain tasks or services under the project management responsibility of the Customer.</p> <p>means consultation or other services provided by Dionach to the Customer under the Agreement and as part of Dionach's project management with the purpose to deliver a specific project to the Customer as detailed in the SoW. This may include, but is not limited to, the preparation of Deliverables and/or provision of Professional Services including implementation work, written specifications, designs, tests and/or reports.</p> <p>means a written request from the Customer to purchase Products and/or Services from Dionach, indicating type and quantity for such Products and/or Services and which refers to either a Quote or an existing SoW.</p> <p>means Dionach's written offer (submitted usually in response to a request for quotation by the Customer) to supply Products and/or Services required by the</p>	<p>Receiving Party</p> <p>SaaS</p> <p>Service Activation Project</p> <p>Service De-Activation Project</p> <p>Service Delivery Appliance or SDA</p> <p>Service Description</p> <p>Service Level Agreement or SLA</p> <p>Services</p> <p>Software</p> <p>Specialist</p> <p>Statement of Work or SoW</p> <p>Term</p>	<p>Customer at specific prices. Each accepted Quote is considered a SoW for the purposes of this Agreement.</p> <p>means the Party receiving Confidential Information from the Disclosing Party.</p> <p>refers to Software products that are provided on a subscription basis (<i>software as a service</i>).</p> <p>means a project which includes activities necessary to start a specific recurring Service. These projects shall be specified in a SoW and include instructions from Dionach to the Customer of any necessary amendments on the Customer platform(s), and/or installation of Dionach's tools in the Customer's and/or Dionach's IT environment. It also includes Dionach's and the Customer's activities to enable Dionach to activate the Services to the Customer.</p> <p>means a project which includes activities necessary to end a specific recurring Service. These projects shall be specified in a SoW and include instructions from Dionach to the Customer of any necessary amendments on the Customer platform(s), and/or de-installation of Dionach's tools in the Customer's and/or Dionach's IT environment. It also includes Dionach's and the Customer's activities to disable the Services to the Customer.</p> <p>means any hardware and/or software and/or virtual platform consisting of Dionach's scripts, configuration and third party's products that is needed for Dionach to provide Services to the Customer. SDA is Dionach's tool which is owned/licenced by Dionach and used in conjunction with the delivery of Managed Services.</p> <p>means the standard document describing a type of Service to the Customer, which forms a part of the Agreed Specifications relating to Deliverables.</p> <p>means the agreement between Dionach and the Customer containing part of the Agreed Specifications relating to Deliverables.</p> <p>means any Professional Services, Support Services, Managed Services, or Managed Security Services delivered by Dionach under the Agreement.</p> <p>means any software licenses (including cloud/ SaaS) services that Dionach either sells directly or resells or distributes from a Product Vendor under the Agreement. The software itself refers to the machine-readable object code, whether incorporated in the Hardware or delivered separately, and includes releases.</p> <p>means an Dionach employee or contractor such as a project manager, engineer, solution architect or other professional providing Professional Services and/or other Services under the Agreement.</p> <p>means a specific document including all appendices thereto entered into between Dionach and the Customer governing Dionach's provision and the Customers' procurement of Products and/or Services, which may also include the description of the project-specific activities, Deliverables and the time schedule. This also refers to a Quote sent by Dionach to the Customer, indicating the details of the Deliverables if no further (detailed) SoW is entered into.</p> <p>has the meaning set out in Clause 32.1.</p>
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