

ILS Engineering Ltd ("ILS") Standard Terms and Conditions for the supply of Products and Services

1. Preamble:

These are the terms and conditions under which ILS will supply Products and Services to the Customer (the "**Conditions**"). Unless ILS otherwise agrees in writing, all Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by the Customer or ILS in concluding a Contract.

2. Definitions and Interpretation:

2.1 In these Conditions: "**Contract**" means the contract for the supply of Products and/or Services between ILS and the Customer formed by ILS's written acceptance of the Customer's Purchase Order. "**Customer**" means the party that has placed a Purchase Order, which ILS has accepted in writing. "**License Agreement**" means the license provided by the Vendor to the Customer granting the Customer the right to use Products. Entering into the License Agreement is a prerequisite to the use of Products by the Customer. "**Premises**" means any building or location at which the Customer has facilities and at which ILS has agreed to supply Products and/or Services. "**Price**" means the price offered by ILS to the Customer contained in the Price list or quotation provided by ILS to the Customer upon request. The Price may also be provided upon request on the ILS' website www.ilsLtd.com. The Price is subject to change and may be updated from time to time. Any Price communicated by ILS, shall only be valid for a period of time of 15 days. "**Products**" means the products of the Vendors that are ordered by the Customer through ILS. "**Purchase Order**" means a purchase order placed by the Customer within ILS according to the price communicated in writing by ILS. The Purchase Order is subject to these Conditions and no general terms and conditions of purchase of the Customer shall apply. "**Services**" means the services of the Vendors that are ordered by the Customer through ILS. "**ILS**" shall mean ILS with registered offices at Unit 15 Bullford Business Campus, Kilcoole, Co. Wicklow, A63 AW94. "**ILS Services**" means the services of ILS that are ordered by the Customer from ILS. "**Vendor**" means the publisher, manufacturer or distributor that licenses the Products, performs the Services, and/or has elected ILS as an expert to sell the Products and/or Services to the Customer. "**Working Day**" means a period of 8.5 hours between the hours of 9.00am – 5.30pm Monday through Thursday and 7 hours between the hours of 9.00am – 4.00pm on Friday excluding Bank and public holidays of the Republic of Ireland.

3. Binding Contract & Priority of Sale Terms:

3.1 These Conditions are subject to change without prior notice at any time, in ILS's sole discretion. When ordering periodically on ILS's website, the Customer should therefore request ILS' current terms and conditions particularly before placing a Purchase Order to ensure the Customer is happy to engage under the relevant terms and conditions in force at that time.

3.2 These Conditions along with the Purchase Order (except any general terms and conditions of purchase of the Customer attached to the Purchase Order) and ILS written confirmation of acceptance of the Purchase Order constitutes the entire agreement between ILS and the Customer and supersedes any previous agreement or understanding between the parties relating to the Contract. These Conditions may NOT and shall NOT be altered, supplemented, or amended by the use of any other document(s) save as explicitly agreed in writing by ILS and the Customer.

4. Products and Services:

ILS agrees to supply the Customer with currently available Products and Services, and ILS Services, subject to these Conditions, as identified by individual Purchase Orders. When the Purchase Order is registered within ILS, the Customer will receive an email of registration. When the Purchase Order is accepted by ILS, the Customer will receive a confirmation of acceptance, the issuance of the confirmation of acceptance shall constitute the formation of the Contract between ILS and the Customer. Any ILS Services in respect of which a fixed or limited period has been agreed shall be provided by ILS for the period specified in the relevant Purchase Order/confirmation of acceptance during Working Days. Any continuing ILS Services in respect of which an indefinite period has been agreed shall be performed during Working Days by ILS until terminated. The provision of ILS Services outside a Working Day is subject to ILS's prior agreement and shall also be subject to additional charges. ILS may appoint agents and/or sub-contractors to perform any of the ILS Services. Any work that ILS performs at the request of the Customer, which is additional to that specified in the Contract, may be separately charged for at ILS's prevailing rates. Services provided by the Vendor to the Customer are subject to terms and conditions of the License Agreement. From time to time, the Vendor will propose some Services to the Customer that are renewed automatically. It is the duty of the Customer to carefully read the terms and conditions of the Vendor, in the maintenance agreement that forms part of the License Agreement, and take any required step to cancel the maintenance agreement if this is the wish of the Customer. ILS shall not be

held liable for payment of Services that were automatically ordered due to the agreement signed and/or accepted between the Vendor and the Customer. Please note, ILS may record and/or monitor inbound and outbound calls and electronic traffic for training purposes.

The Customer undertakes that: (1) All details it provides to ILS for the purpose of purchasing Products or Services offered on ILS's website are correct, and (2) that the credit or debit card used by the Customer to make a purchase is the Customer's card which the Customer is authorised to use it, and (3) that there are sufficient funds or credit facilities to cover the cost of any Products or Services, including ILS Services, ordered from ILS.

ILS reserves the right to obtain validation of a Customer's credit or debit card details before providing any Products or Services, or ILS Services to the Customer. The Customer consents to ILS using the credit or debit card details provided by the Customer to obtain a credit reference and perform security checks.

ILS sells third party products, for third parties. Both the Vendor and Customer acknowledge that ILS is unaware of the nature, condition, or similarity of other products to those sold. ILS therefore provides no warranty of any kind regarding the products sold and/or claims of third parties whether with regard to breaches of intellectual property or otherwise. The Customer agrees to waive all rights in this regard in respect of ILS.

The Products (and 'lots' of same) are sold in the state in which they reside on the date of allocation with all possible defects, benefits and burdens. ILS and/or the Vendor give in no indemnity for visible or hidden defects or warranties in connection with completeness, numbers, functioning, usability, saleability, the existence or absence of rights or claims of third parties and or the possibility of transfer to third parties. Defects of whatever kind, disappointed expectations of the customer and/or receiving third parties do not provide any entitlement to damages, compensation and/or settlement and/or suspension or result in the attachment of any other liability of any kind to ILS. The Customer shall be deemed to have carefully examined the Products (or 'lot' of same) bought by him beforehand.

If claims of third parties arise including with regard to intellectual property rights and/or other third party rights, the Customer shall preserve the relevant products (or lots of same) for those third party(ies), to the extent required by law and/or otherwise to make appropriate arrangements with such third parties.

The Vendor shall fully indemnify ILS against each claim of third party(ies). The Customer shall fully indemnify ILS and/or the vendor against each claim by a third party in connection with the purchase agreement.

5. Calculation of the Price and Payment:

The Price charged by ILS for Products and Services, and ILS Services where relevant, purchased hereunder shall be the Price set forth in ILS's Global Pricing Structure (IGPS), which is based on the Vendor's price list (subject to change from time to time) applicable for the relevant Products and Services. The Price will vary, based on ILS's purchasing arrangements with each Vendor. The Price shall be as posted, listed, or quoted by ILS from time to time. If ILS's purchasing arrangement with the Vendor changes, the Price will change. The Price does not include expenses, incidental costs (including but not limited to delivery charges) and Value Added Tax and any other applicable duties, taxes or imposts (including but not limited to any export or import duties) all of which shall be paid by the Customer. VAT is charged at the rate applicable at the time of invoicing or otherwise in accordance with the law. All amounts payable hereunder are payable in full and remitted back to ILS without offset or deduction for taxes (including withholding tax) and custom duties. If ILS is required by law to remit any tax or duty on behalf of or on account of the Customer upon the delivery of the Products, the Customer agrees to reimburse ILS within thirty (30) days after ILS has notified the Customer in writing of such remittance. The Customer agrees to provide ILS with valid tax exemption certificates in advance of any remittance otherwise required to be made by ILS on behalf of or on account of the Customer where such certificates are applicable. All Prices are exclusive of charges for shipping and handling. Unless otherwise specified, Products will be shipped via ground service, freight prepaid the cost of which will be added by ILS to the respective invoice (FCA Origin) and the Customer will have to pay the transportation fees. ILS reserves the right to amend any quoted prices and delivery charges at any time prior to the date of dispatch of the Products and/or the date of performance of the Services. If the cost to ILS of performing the Contract increases as a result of any breach of these Conditions by the Customer, or the supply of incorrect or inadequate information from the Customer, or any change to the law, or any other reason beyond ILS's reasonable control, such increase shall be added to the amount payable under the Contract. ILS shall notify the Customer of its reasonable estimate, which the Customer shall be deemed to have accepted unless it notifies ILS to the contrary within seven (7) days of its receipt of such estimate. If the parties are unable to agree on any such increase, ILS may cancel the

Contract without any liability on either party. Payment is due without any right of set off on presentation of invoice unless credit terms have been agreed in writing with ILS. ILS shall invoice the Customer: on acceptance of the Customer's order in respect of software; on shipment in respect of hardware; on completion of professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing and in advance in respect of maintenance and support services. In the event of collection efforts, the Customer agrees to pay all collection and other costs incurred by ILS, including but not limited to, reasonable legal and other consultants' fees. The Customer must submit any errors or mistakes on any invoices to ILS in writing within 30 days of receipt of such invoice but shall not withhold any disputed payments. When a dispute is resolved in favour of the Customer or the invoice has been rendered improperly or at the incorrect time, ILS will promptly issue a credit note and/or a corrected invoice to the Customer. If the Customer is overdue with any payment due under the Contract then, without prejudice to any other right or remedy available to ILS, (a) the Customer shall be liable to pay interest on the overdue amount at the annual rate of four percent (8%) above the prevailing base lending rate of The Central Bank of Ireland or any other higher rate permitted by law, which interest shall accrue on a daily basis from the date payment became overdue from the relevant invoice date until ILS has received payment of the overdue amount together with interest that has accrued; and (b) ILS reserves the right to suspend contractual performance until the Customer has rectified matters, to terminate the Contract subject to the terms of Clause 9 (Termination) and/or to inform the Vendor of a non-authorized use of the Products, due to non-payment.

6. Freight and Delivery:

Shipments made pursuant to these Conditions shall be based upon the Purchase Order and ILS' confirmation of acceptance of the Purchase Order. These documents shall set out the date of order, the quantity, the applicable Prices, delivery schedule and delivery address and may contain instructions as to routing, invoicing address and certification. Product availability depends on the availability of such Product from the Vendor. Delays in obtaining the Product from the Vendor may result in delays in delivering the Products to the Customer. The Customer bears all risk of loss or damage to Products and any property during transit. Shipping instructions and other pertinent delivery information shall be included in the Purchase Orders issued in accordance with these Conditions. Title and risk in the Products shall pass to the Customer on delivery.

7. Returns:

Return of defective Products: For defective Products, the Customer shall have the right to return the Product directly to the Vendor subject to the specific terms and conditions imposed by the Vendor of the Product in the Licence Agreement. The Vendor may provide limited returns for defective Products purchased hereunder. In order to know which conditions are applicable in such case, the Customer shall refer to the License Agreement. Defective Products shall not be returned to ILS and shall only be returned to the Vendor.

Return of non-defective Products: The Customer may from time to time have the right to return non defective Products subject to the specific terms and conditions imposed by the Vendor of the Product. If such Product is a shrink-wrapped product, it may only be returned unopened (the license seal must not be broken). The Vendor may provide limited or no returns for Products purchased hereunder. Non-stocked, special order Products, and documentation are not returnable, except when defective under the applicable warranty. The Customer acknowledges that it will be subject to the return policies of the Vendor of the Products purchased. If the Vendor accepts the return of the Product, ILS shall, at its option, either (i) replace the Product, or (ii) grant Customer credit against future purchases in an amount equal to the purchase Price of the Product. Customer must obtain a RETURN AUTHORIZATION NUMBER (R.A. #) in advance of all returns, and prominently display that number on the outer packaging of the returned Product for credit to be applied. Returned Products will be accepted ONLY in the same condition as received by the Customer upon delivery by the ILS or the Vendor. Moreover, Returned Products will be accepted ONLY at the distribution facility identified by ILS at the time the R.A. # is issued, and must be addressed to the attention of the R.A. # issued. If the Product is not received by ILS within fifteen (15) days of the date that the Return Authorization is granted (or such shorter time period specified by ILS when the Return Authorization is granted), or if the Product does not meet the rights of return as stated above, the Customer shall have no right to receive credit or return such Product and shall have no further rights hereunder. Once the completed Return Material Authorisation ("RMA") request form is received and approved by Customer Account Services ("CAS") team, the CAS team will forward the paperwork to the finance department. The latter will apply credit to the Customer account within 30 days after receipt of the paperwork from the CAS team. Credit may be delayed if there are any discrepancies between Products returned and approved/authorized RMA. Credit may also be

delayed if the return does not meet the standard pallet configuration. If the standard pallet configuration is not met, or if any extra costs are incurred by ILS, a charge may be applied and subsequently subtracted from the final credit issued to Customer. All credits issued to Customer by ILS for any reason must be applied by the Customer within one year from the date the credit is issued. If not used within such period, credits will automatically expire. Shipping costs to return Product(s) shall be paid by Customer. ILS reserves the right to charge a twenty percent (20%) administrative fee to the Customer on all returns at any time. The Customer acknowledges and accepts the above terms and conditions in relation to all applicable return and adjustment policies.

8. Warranty:

The Customer understands that ILS is acting in these Conditions as the reseller of the Products and Services of the Vendor and, as such, the Customer acknowledges that the sole warranties which the Customer will receive for the Products or Services are the warranties given by the Vendor of the Products or Services. Generally, ILS is not allowed by the Vendor to provide any other warranty of any kind covering any Products or Services purchased hereunder by the Customer. The Vendor of each Product or Services will grant any warranty applicable to such Products or Services through the services agreement between Customer and Vendor. Therefore, the Products and Services are provided to the Customer "as is" by ILS. ILS does not provide any warranties, either express or implied, and excludes to the fullest extent permitted by law, any warranty, term, condition, representation or undertaking implied by statute, common law or otherwise. Without limiting the foregoing, ILS does not warrant that the Products or Services will meet Customer's requirements or that the operation of the Products will be uninterrupted or error free. The Customer acknowledges and agrees that its sole right of remedy in relation to the Products and/or Services is as against the Vendor and not ILS and that it will seek satisfaction of any and all warranty claims relating to the Products or Services solely against the Vendor. ILS warrants and represents to the Customer that the ILS Services, when applicable, will comply with all applicable specifications, will be of satisfactory quality, and will comply with all applicable laws and regulations. ILS also warrants and represents to the Customer that the ILS Services will be performed by adequate numbers of appropriately qualified and trained personnel, with due care and diligence and to such standard of quality as it is reasonable for the Customer to expect in all the circumstances.

9. Limitation Of Liability:

9.1 Nothing in these Conditions or any contract shall act to limit or exclude either party's liability for death or personal injury caused by its negligence, or for fraud.

9.2 Subject to clause 9.1, ILS excludes all liability (whether arising in contract, tort, for breach of statutory duty or otherwise) for any and all losses including, direct, indirect or consequential losses or damages, in respect of Products not being available for use and all other matter, for lost profits, loss of business, loss of opportunity, loss of goodwill, and other indirect or consequential losses.

9.3 If ILS shall be liable to the Customer for any matter considered as direct damages arising out of or in any way relating to these Conditions, then (subject to clauses 9.1 and 9.2) the amount of damages recoverable from ILS shall not exceed the aggregate amount paid by the Customer to ILS under the Contract.

10. Cancellation and Termination:

10.1 The Customer may not cancel any Contract without ILS's prior written consent.

10.2 Notwithstanding Clause 10.1, if the Customer seeks to cancel any Contract, the Customer agrees to meet all costs and expenses incurred by ILS because of such cancellation, should the Customer's asserted cancellation of the Contract be accepted by ILS.

10.3 ILS or the Customer may terminate any Contract immediately at any time by written notice to the other if:

10.3.1 The other commits a material breach of the Contract which it fails to remedy within thirty (30) days of receiving written notice requiring it to do so; or

10.3.2 The other becomes insolvent, has a receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction).

10.4 Without limiting Clause 10.3, ILS may terminate the Contract immediately at any time by written notice to the Customer if the Customer for any reason fails to pay any sum due by the date of it becoming due and payable under this Contract.

10.5 Termination shall be without prejudice to the rights of either party accrued at the date of termination including ILS's right to payment up to the date of termination.

10.6 Acceleration of Payment: Upon termination of the Agreement, the due dates of all outstanding invoices to Customer for Products, Services and ILS Services will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been provided previously and the sum of outstanding invoices shall be payable by the Customer and recoverable by ILS as a debt due.

11. Confidential Information and Data Protection:

Each party shall preserve all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for any purpose except as contemplated by the Contract. Moreover, each party shall ensure that such obligations are observed by its employees, officers, agents and contractors. These obligations shall survive the variation, renewal or termination of the Contract for a period of three years but shall not apply to information which is already in or subsequently comes into the public domain through no fault of the recipient. Each Party shall process personal data in accordance with the Data Protection Legislation (which includes applicable data protection legislation including the General Data Protection Regulation ((EU) 2016/679) (GDPR), the Data Protection Directive (95/46/EC), and any national implementing laws, regulations and secondary legislation) as amended from time to time. Terms used throughout this clause including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation. Personal data processing will be accomplished through electronic and non-electronic means, for the purpose of these terms and conditions. Customer is responsible for obtaining the consent of all Customer related data subjects whose personal data is provided to or otherwise made available to ILS pursuant to these terms and conditions or any order. The Customer authorises ILS to engage sub-processors to the extent required for the performance of these terms and conditions and/or any order. ILS shall in respect of any personal data of the Customer processed under these terms and conditions to maintain such personal data under appropriate, commercially reasonable and sufficient technical and organisational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU Data Protection Legislation. The

Customer authorises ILS to transfer and (sub)process any personal data outside of the European Economic Area (EEA) in order to perform the Contract, other legal obligations and/or for ILS's other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation. Transfers made within the ILS group of companies will be made under a legal framework compliant with the Data Protection Legislation such as the Privacy Shield or the European Commission approved Model Contract Clauses. ILS's privacy policy shall apply to orders placed. A copy of the policy can be found on ILS's website. Notwithstanding any other provision of these Conditions, the Customer agrees that ILS shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Customer holds ILS harmless) in respect of the processing of personal data pursuant to a Product or Service (including cloud service) provided by a third party supplier of product or services transacted by ILS and where ILS is not processing such data. Such processing of personal data shall be subject to the arrangements and contract terms entered in to directly between Customer and the third party provider.

12. Export Restrictions:

12.1 The Customer acknowledges that some Products are controlled for resale or export by the U.S. Department of Commerce, the EU or EU/EFTA member state bodies and / or other applicable restrictions and that such goods may require authorization prior to resale or export. The Customer agrees that it will not export, re-export, or otherwise distribute Products, or any direct products thereof, in violation of any dual use restrictions and export control laws or regulations of the U.S., the EU or any EU/EFTA member state or other applicable jurisdiction.

12.2 The Customer acknowledges that some of the Products supplied by ILS fall within the scope of the EU regulation 428/2009 and that an export license is required to transfer the Products outside of the EU. In case of export of these Products outside of the EU, the Customer is responsible for obtaining such licences from the relevant authority.

12.3 The Customer shall indemnify ILS for any claims, losses, costs, liability and charges, including reasonable legal fees incurred by ILS as a result of the Customer's breach of any export controls or regulations.

12.4 It shall be the Customer's responsibility to comply with all export and other resale restrictions. Upon request, the Customer agrees to reaffirm in writing its compliance and its intentions to comply

with applicable export and restricted user and uses regulations.

13. Anti-Bribery & Anti-Corruption

The Customer shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the provisions of UK Bribery Act 2010 and the US Foreign and Corrupt Practice Act (“Relevant Requirements”) (ii) have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures as set out under the UK Bribery Act 2010 (iii) promptly report to ILS any request or demand for any undue financial or other advantage of any kind received by Customer in connection with this Agreement (iv) immediately notify ILS if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners) and (v) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Customer shall provide such supporting evidence of compliance as ILS may reasonably request. Breach of this clause shall be deemed a material breach.

14. General:

14.1 Force majeure: Neither party shall be in default or liable for any delay or failure of compliance with the Contract due to any event which is beyond the control of the defaulting party including, without limitation, fire, flood, hurricane, tornado, earthquake, war, embargo, riot or an unforeseeable intervention of any government authority provided the party suffering such delay or failure of compliance promptly notifies the other party of such delay or failure of compliance.

14.2 No Authority: The relationship of the parties is that of independent contractors dealing at arm's length, and neither party shall have authority to act for, bind or otherwise create or assume any obligation on behalf of the other.

14.4 No Waiver: The failure or delay of either party to enforce any provision of these Conditions or any Contract does not constitute a waiver of it and shall in no way affect the right later to enforce the term.

14.5 Severability: The invalidity or unenforceability of any provision of these Conditions or any Contract shall not adversely affect the validity or enforceability of the remaining provisions.

14.6. Third Party rights: a person who or entity that is not a Party hereto has no right to enforce any term of these Conditions.

14.7 Variations: No variation to the scope or terms of these Conditions or the Contract shall take effect unless agreed in writing by ILS. All notices and other communications required or permitted to be served or given shall be in writing and sent by first class post, courier or facsimile to the intended recipient's address as specified above or such other address as either party may notify to the other from time to time.

14.8 Law & Jurisdiction: The construction, validity and performance of these Conditions and each and any Contract shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts to resolve any disputes between them. These Conditions and the Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.