

1. DEFINITIONS AND INTERPRETATION

1.1 In these THREEPTs the following words and phrases shall have the following meanings:

Acceptance has the meaning given to it in Schedules 1, 2, 3 and/or 4 (as appropriate);
Agreement means an agreement between THREE and Supplier made via a PO;
Applicable Laws and Regulations means all laws, regulatory rules, codes of conduct or practice and guidelines applicable to the Deliverables and any rules, authorisations, licences, permits, decisions, directions, instructions, guidelines, recommendations, handbooks or codes of conduct issued by a Regulator (or other competent regulatory authority) applicable to the Deliverables;
Change of Control means any change in control of the Supplier, "control" having the meaning attributed to it in Section 432 of the Taxes Consolidation Act, 1997;
Charges means charges payable for the Deliverables as set out in the PO;
Completion Date(s) means dates set for the delivery and/or provision of Deliverables in the PO, or as otherwise agreed by the Parties;
Confidential Information has the meaning given to it in clause 25;
Data Protection Legislation means all applicable data protection or privacy legislation including the Data Protection Acts 1988 to 2018 and any regulations or enactments thereunder; Directive 2002/58/EC; Regulation (EU) 2016/679; and any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance issued by the Data Protection Commission; all as amended, modified, consolidated or re-enacted from time to time;
Defect means a material error, omission, failure, inefficiency or inconsistency in a Deliverable (and "Defective" is construed accordingly);
Deliverables means Goods, Services, Licensed IPR and/or Software (as the context requires);
Documentation means documentation, if any, required for the proper use of the Deliverables;
EFM means an event of force majeure being one or more of the following: riot; civil unrest, military action, terrorism, earthquake, storm, flood, inability to obtain supplies of power, fuel, or transport; exercise of emergency powers by any governmental authority;
Future Supplier means any third party providing deliverables to THREE similar to the Deliverables following the expiry or termination of an Agreement;
Goods means goods to be supplied under an Agreement, and where relevant includes any Documentation supplied to aid use of such goods;
Group means in respect of a Party, any company which is a subsidiary or a holding company of that Party, and any company which is a subsidiary of such holding company, the terms 'subsidiary' and 'holding' company having the meanings given in Section 7 and Section 8 of the Companies Act 2014;
Invoicing Process means the process to be observed by the Supplier in invoicing THREE, as specified by THREE from time to time;
IPRs means any rights subsisting in any patent, petty patent, trade mark, service mark, design right, registered or unregistered design including any applications for the foregoing, copyright, databases, know-how and other trade secret rights, trade or business names and other industrial or intellectual property rights subsisting anywhere in the world;
Licensed IPR means the IPR to be licensed to THREE under an Agreement as described in the relevant PO;
Manufacturer means the manufacturer of Goods (whether or not Supplier);
Media means the media on which the Software and related Documentation are recorded or printed as provided by Supplier to THREE;
Party means either THREE or Supplier and "Parties" shall mean both of them;
PO means a THREE purchase order;
Regulators means all bodies responsible for regulating the subject matter of an Agreement or the business or operations of either Party including, but not limited to, the Commission for Communications Regulation, the Data Protection Commission and the Competition and Consumer Protection Commission;
Services means the services to be provided under an Agreement described in the PO;
Software means the software to be supplied (whether licensed or assigned) under an Agreement and where relevant, includes any Documentation supplied to aid use of such software;
Specifications means the functional and operational description or specification of the Deliverables as described (in order of precedence) in (A) the relevant PO, (B) any written communication (including any applicable proposals or responses to proposals requested by THREE) sent or submitted to THREE by or on behalf of Supplier and (C) the Documentation;
Supplier means the supplier named in the PO;
Supplier Personnel means any person used by Supplier to perform its obligations under an Agreement;
THREE means Three Ireland (Hutchison) Limited a company registered to do business in Ireland (company number 316982) having its registered office at 28/29 Sir John Rogerson's Quay, Dublin 2;

THREE Policies and Standards all regulations, policies and procedures maintained by Three and notified to the Supplier from time to time relating to the Deliverables, including any policies and business principles set out in Schedule 5;
THREE Premises means premises belonging to or in the control of THREE or such other premises as may be stated on a PO;
THREEPTs means these THREE purchasing terms as the same may be varied from time to time pursuant to clause 2, a copy of which appears on the Website;
Warranties means the warranties provided by Supplier in relation to the Deliverables including those set out in Schedules 1, 2, 3 and/or 4 (as appropriate), and "Warranty" shall mean each of them;
Warranty Period has the meaning given to it in Schedules 1, 2, 3 and/or 4 (as appropriate);
Website means the website located at www.three.ie or such other website as may be notified to the Supplier; and
Working Day means between the hours of 0900 and 1730 (Irish time) on any day (other than a Saturday or Sunday) on which the main retail banks are open for normal banking business in Ireland.

1.2 In these THREEPTs (unless the context requires otherwise): (a) any reference to a clause is to the relevant clause of these THREEPTs, (b) any reference to a Schedule is to a schedule of these THREEPTs, (c) headings are included for convenience only and shall not affect the construction or interpretation of these THREEPTs, (d) any reference to "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether incorporated and whether or not having separate legal personality), (e) any phrase introduced by the terms "other", "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms, and (f) references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it all as from time to time amended, consolidated or re-enacted.

1.3 Supplier acknowledges that in interpreting these THREEPTs or any Agreement the "contra proferentem" rule shall not be applied against THREE and that any laws or regulations that provide or allow for the terms of the THREEPTs or an Agreement to be construed restrictively against THREE as the drafter of these THREEPTs or an Agreement will not, to the fullest extent permitted, apply.

2. INCORPORATION OF TERMS AND ORDER OF PRECEDENCE

These THREEPTs are incorporated into and shall govern (to the exclusion of all other terms, including without limitation any terms appearing on Supplier's invoices or other paperwork) each and every Agreement. Each Agreement shall constitute a separate contract between the Supplier and THREE subject to these THREEPTs. No conduct by THREE shall be deemed to constitute acceptance of any terms put forward by Supplier or any other terms. THREE shall be entitled to vary the terms and conditions set out herein from time to time and any such variation shall be binding upon Supplier with effect from the date at which the THREEPTs are updated on the Website. It shall be the Supplier's responsibility to visit the THREE Website periodically from time to time for the purpose of familiarising itself with the current THREEPTs. THREE hereby agrees to buy, and Supplier hereby agrees to supply the Deliverables in accordance with and subject to this clause. To the extent that any of the terms agreed and set out on a PO are inconsistent with any provision of these THREEPTs, the variable details set out in a PO shall prevail. In the event of any inconsistency between an Agreement and another agreement which has been formally negotiated and entered in to between Supplier and THREE and duly executed by an authorised signatory on behalf of THREE, the terms of such agreement shall prevail. For the avoidance of doubt, Supplier's Agreement is with THREE and nothing contained herein shall amount to a guarantee of THREE's obligations by any other member of the THREE Group. The Supplier acknowledges and agrees that Deliverables provided under an Agreement are for the use and benefit of each and every company, entity or organisation registered in Ireland which is owned or controlled by CK Hutchison Holdings Limited and the Supplier further acknowledges and agrees, without limitation, (a) Three Ireland Services (Hutchison) Limited (company number 234895) may use and enjoy the benefit of any Deliverables provided in connection with a PO placed by Three Ireland (Hutchison) Limited (company number 316982) without additional cost of any kind and that Three Ireland (Hutchison) Limited (company number 316982) may use and enjoy the benefit of any Deliverables provided in connection with a PO placed by Three Ireland Services (Hutchison) Limited (company number 234895) without additional cost of any kind.

3. CHANGES IN REQUIREMENTS

Acting reasonably, THREE may at any time direct, by prior notice in writing, changes to an Agreement. If any such change causes an increase or decrease in the cost of or timing required to provide the Deliverables, either Party (acting reasonably) shall be entitled to request an equitable adjustment to the Charges or Completion Date or both. Any request by Supplier for adjustment under this clause must be made within 15 days from the date of receipt by THREE of the notification of change. Supplier shall not change Specifications of Deliverables without the prior written consent of THREE (not to be unreasonably withheld).

4. RELEVANCE OF SCHEDULES

These THREEPTs (including the Schedules) shall apply to the sale and purchase of Deliverables as follows:

- The supply of Goods shall be subject to the additional terms of Schedule 1;
- The provision of Services shall be subject to the additional terms of Schedule 2;
- The licence of Software shall be subject to the additional terms of Schedule 3; and
- The licence of Licensed IPRs shall be subject to the additional terms of Schedule 4.

For the avoidance of doubt, Schedules 1 to 4 are not mutually exclusive. Accordingly, one or more of Schedules 1 to 4 may apply to the supply of each Deliverable (or part thereof).

5. THREE POLICIES AND STANDARDS

5.1 In providing Deliverables, Supplier shall use its best endeavours to observe the THREE Policies and Standards in all material respects.

5.2 If so required by THREE, the Supplier will demonstrate to THREE that it maintains policies to protect and promote good labour standards, good environmental protection and ethical procurement in its supply chains, in accordance with the requirements of the THREE Policies and Standards.

6. CHARGES AND PAYMENT TERMS

6.1 Charges shall be as set out in the PO and shall remain fixed until completion of an Agreement. Except as expressly stated herein, all Charges are exclusive of VAT (if any) but otherwise fully inclusive including without limitation: (a) inclusive of all royalties, licences fees or other expenses arising from the use or sub-licence (if permitted) by THREE, any member of the THREE Group, their employees, sub-contractors or agents of any IPRs supplied by Supplier for the purpose of performing an Agreement, (b) includes supply and, where applicable delivery, off-loading and installation, and (c) in the case of Goods, is inclusive of delivery DDP THREE's premises per Incoterms 2020 (as may be renewed or replaced). Supplier shall, following Acceptance of any Deliverables, be entitled to submit an invoice for the appropriate Charge. Supplier shall comply with the Invoicing Process and each invoice shall contain the particulars required by statute in respect of VAT, the PO number and any other particulars prescribed in the PO and shall be sent to the address specified in the PO. Supplier shall provide to THREE within 5 days of request such information required to be reported by THREE under the European Communities (INTRASTAT) Regulations, 2011 (S.I. 610/2011), and within 5 days of invoice for all subsequent supplies of goods without further request being made.

Payment of a correct invoice submitted in accordance with this clause shall be made by THREE in Euro within 60 days from the date of receipt. THREE reserves the right to refuse payment of part or all of any invoice which is not submitted in accordance with these THREEPTs. If either party fails to pay any amount due on time, the other party shall be entitled to charge and receive interest at a rate of 1% per annum above the base lending rate from time to time of Allied Irish Banks plc and such interest shall accrue from the due date until the date of payment and shall be calculated on a daily basis.

6.2 THREE and the Supplier agree that the remedies set out in the PO (such as liquidated damages) (if any) are a genuine pre-estimate of the loss that THREE will suffer in the event of a failure or delay in delivery by the Supplier.

6.3 Any claim, demands or proceedings arising in connection with the payment of overdue Charges must be made by the Supplier within one year of the date the amount(s) claimed became overdue.

7. TERMINATION

7.1 (A) Subject to clause 7.1 (B), an Agreement may be terminated immediately by notice in writing by either Party if the other Party is in material or continuing breach of any of its obligations.

7.1 (B) Supplier acknowledges and agrees that Supplier has no right to terminate an Agreement for failure on the part of THREE to pay undisputed Charges unless the amount overdue is in excess of €100,000 and 60 calendar days' notice of such breach and the Supplier's intention to terminate an Agreement is provided to THREE by the Supplier (during which notice period THREE may remedy the situation). Supplier further acknowledges and agrees that Supplier's sole remedy for failure on the part of THREE to pay undisputed Charges where the overdue amount is less than €100,000 is for the recovery of the overdue amount.

7.2 Any Agreement may be terminated by either Party if any of the following events (or any event analogous to any of the following occurs in a jurisdiction other than Ireland) occurs in respect of the other Party: (a) a petition is presented or an order is made or a resolution is passed for its winding-up (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by the Agreement); (b) any action is taken by its officers or any other person for its winding-up, dissolution or striking off; (c) it becomes insolvent or is unable to pay its debts as they fall due or it stops or threatens to stop making payments generally or declares or threatens to declare a moratorium with respect to all or any part of its debts or enters into any composition or other arrangement with its creditors generally; or (d) any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee or similar officer of the other Party or any of its property or assets or any such receiver, administrator, administrative receiver, examiner, trustee or similar officer is appointed.

7.3 In the case of an Agreement related to Goods, THREE shall be entitled without cost or liability to terminate an Agreement in respect of all or part of a PO at any time up to 30 days prior to the agreed date for shipping of the Goods by serving written notice on Supplier. In the case of an Agreement relating to Deliverables other than Goods, THREE shall be entitled without cost or liability to terminate the Agreement in respect of all or part of a PO at any time by serving at least 30 days' notice on the Supplier. In the event that THREE terminates an Agreement or any part of an Agreement pursuant to this Clause and without limiting clause 7.5 below, THREE shall continue to pay any Charges properly due in connection with the Agreement or part which has been terminated up to the date of termination.

7.4 If at any time during the term of an Agreement the Supplier is subject to a Change of Control, THREE shall be entitled to terminate in whole or in part that Agreement without penalty immediately by notice in writing.

7.5 If an Agreement is terminated for any reason: (a) any sums due to THREE shall become immediately payable by Supplier without set-off or deduction; (b) Supplier shall return to THREE all tangible property and Confidential Information belonging to THREE in its possession, custody or control and THREE shall return to Supplier all of its tangible property and Confidential Information in its possession, custody or control; (c) at THREE's option, Supplier shall immediately deliver up or destroy any personal data (as defined in clause 28.4) which it has no contractual right to retain and THREE may enter any Supplier premises without notice to recover and remove such personal data at Supplier's cost; (d) each Party will cease use of the other Party's Confidential Information and IPR; and (e) each Party will, at its sole option, either return or destroy all records, documentation, data, and any other information and all copies thereof which are owned by or licensed to the other Party, and on the other Party's request, a director of the returning/destroying Party shall certify in writing that the Party has complied with this clause.

7.6 Termination will not prejudice or affect any right of action or remedy already accrued to either Party.

7.7 Notwithstanding any termination of an Agreement the provisions which by their nature are intended to survive such termination will remain in full force and effect including without limitation the obligations of confidentiality.

7.8 If a Party (the first Party) is prevented from performing its obligations under an Agreement by an EFM which continues for more than 30 days then the other Party will be entitled to terminate that Agreement without liability to the first Party forthwith on giving written notice of termination to the first Party.

7.9 In the event of termination (including partial termination) or expiry of an Agreement, the Supplier is required to ensure the orderly transition of the Services and/or any equivalent services from the Supplier either back to THREE or to any Future Supplier nominated by THREE (notwithstanding that any such Future Supplier is or may be a competitor of the Supplier). The Supplier shall assist THREE and/or any Future Supplier, to the extent reasonably required, to facilitate the migration and replacement of the Services. The Supplier shall seek to achieve the orderly transfer of responsibilities for the provision of any replacement, or equivalent, of the Services or part thereof and to minimise any material disruption to THREE during, and as a result of, the transfer. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.

7.10 Clauses 9, 10, 20, 23, 25, 26 and 28 of these THREEPT's shall survive termination of each and every Agreement, for whatever reason.

8. FORCE MAJEURE

8.1 Subject to the remaining provisions of this clause, to the extent that either Party is prevented from performing its obligations under an Agreement by an EFM beyond such Party's reasonable control, such Party's obligation to perform its obligations under that Agreement will (during the continuation of the EFM) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances.

8.2 Notwithstanding clause 8.1, if Supplier claims that it is affected by an EFM, such claim shall be valid only to the extent that a prudent supplier operating to standards expected of a leading supplier of the Deliverables in question could not have foreseen and prevented or avoided the effect of such event or occurrence.

8.3 A Party claiming to be affected by an EFM will not be entitled to invoke the provisions of clause 8.1 unless it performs fully the following obligations: (a) on becoming aware of any EFM it shall have notified the other Party by the most expeditious method then available, giving details of the EFM, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay will continue; and (b) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such EFM.

9. INDEMNITY

9.1 Supplier shall indemnify THREE against: (a) all claims, liability, demands, proceedings, costs and expenses (and VAT to the extent not recoverable by THREE) arising as a result of any act or omission of Supplier in the performance or purported performance of the Agreement; and (b) against any costs, damages, liabilities, losses or expenses (including legal expenses) incurred by THREE and arising from any actual or threatened legal actions, claims or demands brought against THREE by any third party which state that THREE's (or its sub-contractors or agents) possession and/or use of the Deliverables or Documentation (or any part thereof) infringes any IPRs of a third party (a "Claim"). If a Claim is made: (A) THREE shall: (i) inform Supplier of the existence of the Claim; (ii) provide Supplier (at Supplier's expense) with such assistance as Supplier may reasonably require in connection with defending the Claim; and (iii) make no admission of liability without Supplier's prior written consent (such consent not to be unreasonably withheld); and (B) Supplier shall (i) replace the infringing material with non-infringing material that functions and performs at least as well as the infringing material and complies with any relevant Specification or other requirements of an Agreement, or (ii) obtain the right for THREE lawfully to possess and use in accordance with the provisions of these THREEPT's all the relevant Deliverables and/or documentation and to exercise the rights granted under an Agreement. In the event that Supplier is unable to provide either of the remedies set out in B(i) or B(ii) above to THREE's satisfaction, Supplier shall refund to THREE all amounts paid to Supplier under the applicable Agreement.

9.2 The following matters shall be excluded from the indemnity contained in clause 9.1 above (except to the extent that such matters are contemplated and agreed by the Parties having regard to the provisions of an Agreement, and Supplier's actual knowledge of THREE's intentions as to the use of Deliverables): (i) infringements arising directly from the use of Confidential Information supplied by THREE, where Supplier's use of such Confidential Information in the performance of an Agreement is the sole and direct cause of such infringement; (ii) infringements arising from the modification of the Deliverables or Documentation by THREE where such modification is not authorised by or within the reasonable contemplation of Supplier and the claimed infringement arises solely and directly from such modification.

10. LIMITATION ON LIABILITY

10.1 Nothing shall exclude or limit the liability of either Party for the death or personal injury caused by its negligence, or for fraud, or for any other liability that may not be excluded or limited by law.

10.2 Except for the liability of the Supplier under clauses 9, 20, 25 and 28, the aggregate liability of either Party to the other under an Agreement for all losses, damages, costs, claims or expenses suffered by the other arising out of or in connection with any breach by such Party of the terms of an Agreement or any tort (including negligence) or breach of statutory duty in connection with such Party's obligations under an Agreement shall be limited in the following ways: (a) the amount recoverable shall be no more than the greater of €2,500,000 or 125% of the total of all sums paid or due to Supplier for Deliverables in any 12 month period prior to the circumstances giving rise to such claim(s) arise(s), and (b) neither Party shall be liable to the other in respect of any indirect or consequential loss, irrespective of whether such loss was foreseeable or whether the Party has been advised of the possibility that such loss may be incurred.

11. ENTIRE AGREEMENT

An Agreement shall constitute the entire agreement between the Parties in respect of matters dealt with in it and supersedes any previous agreement, written or oral, between the Parties relating to such matters. Each of the Parties acknowledges and agrees that in entering into an Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to an Agreement or not) other than as expressly set out in an Agreement.

12. SEVERABILITY

If any of the provisions of an Agreement is judged to be invalid, illegal or unenforceable, the continuation in full force and effect of the remainder of that Agreement will not be prejudiced but such provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties as set out herein.

13. WAIVER

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14. RELATIONSHIP OF THE PARTIES

13.1 The relationship between THREE and Supplier is that of purchaser and supplier. Nothing in an Agreement is intended to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other. Save where expressly so stated in an Agreement neither Party will have authority to act in the name of or on behalf of or otherwise to bind the other. Nothing in this Agreement shall be deemed to give the Supplier any exclusive rights or entitlements against THREE in relation to the Deliverables or otherwise howsoever and THREE shall be at liberty to retain the services of third parties at any time and from time to time at its sole discretion.

15. ASSIGNMENT AND SUB-CONTRACTING

15.1 Subject to 15.2, neither Party shall be entitled to assign, novate or otherwise to transfer any of its rights and/or obligations under an Agreement without the prior written consent of the other Party (not to be unreasonably withheld).

15.2 THREE may, at any time, assign, sub-contract, delegate (absolutely or by way of security and in whole or in part), novate, transfer, mortgage, charge or deal in any other manner with its obligations or any benefit arising under an Agreement.

15.3 For the avoidance of doubt, the Supplier may not subcontract, assign, transfer, novate or otherwise dispose of to any third party, an Agreement, any right to receive payment, or any right to receive interest on late payment under an Agreement without THREE's prior written consent and any attempt by the Supplier to do so is a material breach of an Agreement incapable of remedy on the part of the Supplier.

16. NOTICES

Any notice given under an Agreement by either Party to the other must be in writing and must be delivered either personally or by registered post. In the case of post such notice will be deemed to have been given 2 Working Days after the date of posting. Notices will be delivered or sent to the addresses of the Parties on the PO or to any replacement address notified in writing by either Party. Each Party may specify by notice in writing to the other a particular individual or office holder to whom any notices served on it are to be addressed in which event a notice will not be validly given unless so addressed.

17. DOCUMENTATION

Supplier shall provide THREE with all information required in order to enable THREE to understand and operate the Goods or Software (including installation, commissioning, operation and maintenance). THREE shall have the right to copy, reproduce and generally use the Documentation for THREE's business purposes and the implementation and operation of the Goods and Software. The right to copy, reproduce and use the Documentation shall also extend to THREE's third party suppliers provided that such use is required for the purposes of providing services to THREE or THREE's customers.

18. SECURITY

Supplier shall ensure that Supplier Personnel conform to all security, safety and works regulations and such other local instructions, as may be notified to it whilst on any THREE Premises or THREE customer premises. THREE may (a) remove from and refuse entry and re-admission to any THREE Premises, any person who is, in the reasonable opinion of THREE, not conforming with these requirements or is otherwise not a fit person to be allowed on premises; and/or (b) search any Supplier Personnel, their vehicles, or Goods upon any THREE Premises or upon entry to and departure from any THREE Premises. Supplier shall use its best endeavours to ensure that Supplier Personnel are aware of and comply with these requirements and that no Supplier Personnel unwilling to comply will be employed on any THREE Premises.

19. AUDIT

19.1 Subject to the requirements of clause 7.5(c), Supplier shall, for so long as an Agreement is current, and for a minimum period of 3 years following its expiry or termination, establish and maintain accurate, complete and up-to-date books and records as are necessary or required to show clearly all enquiries, claims, settlements, payments, compensation, systems, processes and other issues relating to an Agreement and all other information necessary or required to demonstrate compliance by the Supplier with its obligations under an Agreement, including, without limitation, such information as may be requested or required by any Regulators.

19.2 At no cost to THREE, Supplier shall permit THREE (and its agents) to inspect, review, verify and take copies of any associated records and documentation in the control or possession of Supplier relating to the provision of the Deliverables for the purpose of auditing the work provided for under an Agreement or where required for the purposes of THREE responding to any requests for information received by THREE from a Regulator. At no cost to THREE, Supplier shall co-operate fully and provide any information or other facility reasonably required by THREE for the purpose of undertaking such review or audit.

20. TRANSFER REGULATIONS

It is not intended that THREE shall assume the responsibility for any employees employed by the Supplier or any contractor who supplies the Services (in whole or in part) to THREE. However, if the European Communities (Protection of Employees on Transfer of Undertakings) Regulations, 2003 (the "Regulations") apply in respect of the Services provided by the Supplier hereunder and if a contract of employment between the Supplier (or any third party) and any person has the effect as if originally having been made between THREE and such a person as a result of the Regulations, then the Regulations shall be complied with and the Supplier shall indemnify THREE and keep THREE indemnified on demand against any and all actions, proceedings, claims (regardless of the jurisdiction in which they are the same or issued), liabilities, employment-related costs and expenses (including employee remuneration and taxation and PRSI payments), damages, awards or reasonable costs and expenses including reasonable legal fees arising for and in connection with the employment of the employee and any claim made against THREE

by any employee or former employee of the Supplier or any other contractor who supplied the Services. THREE agrees to use its reasonable endeavours to mitigate any loss suffered by it and otherwise reduce the amount payable by the Supplier pursuant to the foregoing indemnity which, for the avoidance of doubt, should extend to any costs or expenses incurred by THREE in doing so.

21. SET-OFF

THREE shall be entitled to set off any amounts owed to THREE by Supplier against any amounts THREE may owe to Supplier. Any exercise by THREE of its rights under this clause shall be without prejudice to any other rights or remedies available to THREE under an Agreement.

22. ANNOUNCEMENTS AND PUBLICITY

Neither Party shall make any announcement relating to an Agreement or its subject matter without the prior written approval of the other Party except as required by law or regulatory authority.

23. GOVERNING LAW AND JURISDICTION

Each Agreement shall be governed by and interpreted in accordance with Irish law and the Parties submit to the exclusive jurisdiction of the Irish Courts provided that THREE may apply to any court of competent jurisdiction to defend its IPRs.

24. COMPLIANCE WITH LAWS AND REGULATIONS

In performing its obligations under an Agreement, Supplier shall comply with all Applicable Laws and Regulations. In particular (but without limitation), Supplier will comply with all applicable laws against bribery, corruption, inaccurate books & records, inadequate internal controls and money laundering.

25. CONFIDENTIALITY

Supplier shall ensure that disclosure of Confidential Information is restricted to those employees, directors or contractors of Supplier, and/or members of its Group who need access to the Confidential Information for the purposes of an Agreement. Copies or reproductions of the Confidential Information shall not be made by Supplier except to the extent reasonably necessary for the purposes of such Agreement and all copies made shall be the property of THREE. Supplier shall return all Confidential Information and any copies to THREE within 30 days of receipt of a written request from THREE, and on THREE's request, a director of Supplier shall certify in writing that Supplier has complied with this clause. In this clause "Confidential Information" shall mean product, business, market, strategic or other information or data (including information retained on all types of medium including written, diagrammatical, software or other storage medium) relating to an Agreement or the business or affairs of THREE disclosed whether in writing, orally or by any other means, and whether or not that information is marked "confidential" to Supplier by THREE excluding any information which: (a) is in or comes into the public domain in any way without breach of such Agreement by Supplier; (b) Supplier can show was in its possession or known to it prior to receipt from THREE; (c) Supplier can show was developed by or for Supplier at any time independently of any information disclosed to it by THREE; (d) Supplier obtains or has available from a source other than THREE without breach by Supplier or such source of any obligation of confidentiality or non-use towards THREE; (e) is hereafter furnished by THREE to a third party without restriction on disclosure or use; or (f) is disclosed by Supplier with the prior written approval of THREE in accordance with the terms of such written approval. Supplier shall maintain Confidential Information in confidence and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than those which Supplier applies to its own confidential information, which Supplier warrants as providing the protection required by these THREEPTs against unauthorised disclosure, copying or use.

26. INSURANCE

26.1 The Supplier shall at all times and at its own cost, effect and maintain the insurances specified in this Clause 26 for the term of an Agreement and for a period of 3 years thereafter and within thirty (30) Working Days of a request by THREE, the Supplier shall provide proof by way of certificates or other reasonable evidence that it maintains such insurances.

26.2 All of the insurances described in this Clause 26 shall be effected with a regulated insurer and the Supplier shall ensure that THREE may benefit from such insurances and shall provide THREE with at least thirty (30) Working Days prior written notice of any cancellation or material change to its insurance policies.

26.3 In addition to the insurances listed in this Clause 26, the Supplier shall comply and shall procure that its permitted sub-contractors comply with any and/or all applicable statutory insurance requirements.

26.4 Set out below is a list of the insurance coverage to be procured by the Supplier and maintained in force for the term of an Agreement and for a period of 3 years thereafter, in each case with a limit of liability per calendar year of not less than the sum of Charges payable under an Agreement or €5,000,000.00, whichever is the higher, and a policy excess of no greater than €20,000.00:

- i. "all risks property damage insurance" to cover the Supplier's and its permitted sub-contractors' operations and to be written on a replacement cost basis for all materials, plant, machinery and property of whatever nature incorporated or for incorporation in, or used in connection with the Deliverables;
- ii. "comprehensive general liability/third party insurance" to cover legal liability for all operations of the Supplier and its permitted sub-contractors to include contractual and product liability cover, cover for death or injury to third parties and loss or damage to property of third parties;
- iii. "Employer's Liability Insurance" to cover claims presented by or on behalf of employees or servants of the Supplier and related to employer's liability whether the claim arises under statute or otherwise; and
- iv. "marine and transit insurance" to cover transport, if relevant, of any materials to be delivered to form part of the Deliverables.

26.5 Where pursuant to an Agreement the Supplier receives or otherwise takes possession of any goods, equipment or other hardware title to which is held or retained by THREE or any member of the THREE Group (as the case may be), the Supplier shall from the date of taking possession maintain All Risk Material Damage insurance to cover all damage or loss occurring to the said goods equipment or hardware. The insured events under the All Risk Material Damage insurance policy shall include but not be limited to acts of terrorism, theft and sabotage provided such cover for such events is available in the insurance market.

27. INTELLECTUAL PROPERTY RIGHTS

27.1 All IPRs: (i) in information supplied to Supplier by THREE and/or its sub-contractor(s) for the purposes of Supplier performing its obligations under an Agreement; and (ii) developed in connection with the delivery of any Goods, Software and/or the provision of Services pursuant to an Agreement, shall vest in and remain with THREE and/or its sub-contractor(s) as the case may be.

27.2 Subject to clause 27.1, all IPRs in information supplied by the Supplier and/or its subcontractor(s) authorised by the terms of an Agreement (if any) for the purposes of and in performing the Services shall vest in and remain with the Supplier and/or its sub-contractor(s) as the case may be.

28. DATA PROTECTION

28.1 Unless otherwise specified in writing by THREE, the Supplier acknowledges that THREE is the data controller in respect of any personal data that the Supplier processes in the course of providing Deliverables to THREE and that the Supplier is the data processor.

28.2 The Supplier shall only process personal data in accordance with the documented instructions of THREE and in accordance with Data Protection Legislation, including in particular:

28.2.1 the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental disclosure, alteration, loss or destruction of, or damage to, personal data;

28.2.2 taking reasonable steps to ensure: (i) the reliability of Supplier personnel having access to the personal data processed as part of providing the Deliverables; and (ii) that such Supplier personnel are aware of and comply with this clause 28;

28.2.3 informing THREE immediately in the event of any incident that gives rise to the risk of unauthorised access, use, disclosure, destruction, alteration or loss of any personal data processed under an Agreement or any other suspected or actual breach or compromise of the security, confidentiality or integrity of personal data ("Security Incident") which comes to their attention, and to provide THREE with the Supplier's proposals to remedy the Security Incident. For the avoidance of doubt, Supplier shall promptly provide all reasonable assistance, information and support required to investigate and mitigate against the effects of a Security Incident. Supplier agrees that it will not communicate with any third party including the media, vendors, consumers and affected individuals regarding any Security Incident without the express written consent and direction of THREE;

28.2.4 Where THREE provides prior specific or general written authorisation to any subcontracting under clause 15, this consent is provided on the basis that Supplier ensures that:

(a) such disclosure is made subject to written terms substantially the same as the terms contained in this clause 28 and clause 7.5; and

(b) it shall not transfer personal data disclosed pursuant to an Agreement, outside the European Economic Area ('EEA') or any specific EEA jurisdiction specified by THREE in writing unless: (i) THREE has approved such transfer in writing; and (ii) Supplier has ensured that adequate safeguards are in place to protect such personal data as required under Data Protection Legislation; and

(c) in the case of a general written authorisation, Supplier shall inform THREE of any intended changes concerning the addition or replacement of other processors, thereby giving THREE the opportunity to object to such changes.

28.2.5 promptly referring to THREE any requests, notices or other communication from data subjects, the Data Protection Commission or any other law enforcement agency relating to personal data for THREE to resolve. Supplier agrees that it will not communicate with any third party regarding any such requests, notices or other communication without the express written consent and direction of THREE;

28.2.6 at no additional cost, providing such information to THREE as THREE may reasonably require, and within the timescales reasonably specified by THREE, to allow THREE to comply with rights of data subjects, subjects (including information, subject access, rectification or erasure, restriction of processing, data portability and the right to object to automated individual decision-making, including profiling);

28.2.7 at no additional cost, providing assistance to THREE in relation to any complaints made by data subjects or investigations or enquiries made or notices served by the Data Protection Commission or any other relevant supervisory authority; and in carrying out a Data Protection Impact Assessment or engaging in prior consultation with the Data Protection Commission or any other relevant supervisory authority;

28.2.8 adhering to any data retention policy communicated by THREE from time to time in respect of personal data processed by Supplier under an Agreement;

28.2.9 keeping any required written records of processing activities relating to the processing carried out on behalf of THREE;

28.2.10 without prejudice to Clause 7, on termination of the Agreement for any reason, Supplier shall, on written instructions from THREE, either promptly securely delete or return all personal data processed as part of the Agreement to THREE at no additional cost to THREE. Where THREE requests that the data is deleted, Supplier shall provide a certificate of destruction to THREE on completion of such deletion; and

28.2.11 implementing at its own cost any reasonable change to its data processing operations that is required for Supplier to comply with its obligations in this clause 28.

28.3 Supplier recognises that THREE has certain obligations in respect of the personal data that Supplier may process on behalf of THREE or otherwise may have access to. Supplier shall provide such information as is required by applicable Data Protection Legislation or is reasonably necessary to enable THREE to satisfy itself of the Supplier's compliance with this clause 28 and allow THREE, its employees or authorised agents or advisers, on giving at least seven days' notice to the Supplier, to inspect all facilities, equipment, documents and electronic data relating to the processing of such personal data by the Supplier. The requirement to give notice will not apply if THREE believes that the Supplier is in breach of any of its obligations under an Agreement.

28.4 The terms 'personal data' (which, for the avoidance of doubt, shall include 'sensitive personal data' where applicable), 'data processor' and 'data controller' shall be as defined in the Data Protection Legislation.

28.5 To the extent that Supplier processes any personal data (as defined in clause 28.4) under an Agreement, Supplier warrants that it shall comply with the provisions of applicable Data Protection Legislation and shall indemnify THREE from and against any data protection or privacy claims arising out of, or in connection with, any breach of clause 28 by Supplier, its employees, agents and/or sub-contractors or any claim that the use of the Deliverables infringes Data Protection Legislation and shall indemnify and hold THREE and all THREE customers or affiliates harmless from and against any losses, damages, costs (including legal fees) and expenses incurred by THREE and/or any THREE customers or affiliates or awarded by a court of competent jurisdiction against THREE and/or any THREE customers or affiliates as a result or in connection with such a claim.

SCHEDULE 1 - ADDITIONAL TERMS RELATING TO THE SUPPLY OF GOODS

1. RIGHT TO INSPECT

Supplier shall at THREE's request allow THREE to inspect and test the Goods prior to despatch to the THREE Premises. If as a result of any inspection or testing THREE is not satisfied that the Goods will comply in all material respects with an Agreement, and THREE so informs Supplier within 7 days of such inspection or testing, THREE shall not be deemed to have accepted such Goods, and THREE shall not be obliged to pay any relevant Charges until the non-compliance is remedied. No such inspection shall diminish or otherwise affect Supplier's obligations.

2. DELIVERY AND ACCEPTANCE

2.1 Supplier shall, at its own expense, deliver the Goods during a Working Day, properly packed and secured to the place specified in the PO or such other location as may subsequently be advised in writing by THREE to Supplier. All Goods shall be delivered by the relevant Completion Dates, and time shall be of the essence in relation to delivery of the Goods.

2.2 Supplier shall supply THREE in good time with any instruction or other information required to enable THREE to take delivery of the Goods.

2.3 THREE shall accept Goods immediately after Supplier has demonstrated to THREE's satisfaction that the Goods (i) comply with the PO pursuant to which they are supplied; (ii) comply with the relevant Agreement; and (iii) are in accordance with the Specification, and "Acceptance" shall be construed accordingly for the purposes of this Schedule 1.

2.4 THREE may reject any Goods delivered earlier or later than the relevant Completion Date, unless previously agreed in writing by the Parties provided that THREE shall use its reasonable endeavours to accommodate deliveries effected prior to the relevant Completion Date.

2.5 If the Goods (or any parts of them) are not delivered by the relevant Completion Date, THREE may terminate in whole or in part the relevant Agreement without cost or liability. Where THREE exercises this option: (a) Supplier shall refund to THREE in full any payments made by THREE to Supplier in respect of such Goods; (b) no further payment will be due from THREE in respect of such Goods; (c) following receipt of payment in full of all monies due to it in relation to the Goods in respect of which an Agreement has been terminated (whether in whole or in part) THREE shall make such Goods available for collection by Supplier and Supplier shall collect such Goods at its own expense within 5 Working Days of the payment, and if Supplier fails to collect within this period, THREE may dispose of such Goods in its absolute discretion without notice or liability to Supplier; (d) title in the Goods will revert to Supplier following receipt by THREE from Supplier of payment in full of the refund due to THREE; and (e) risk in the Goods shall revert immediately to Supplier.

2.6 Supplier undertakes at its own expense to repair or replace (at the option of THREE) Goods lost or damaged in transit, and Acceptance will not be deemed to have taken place until replacement or repaired items have been delivered to the satisfaction of THREE.

3. RISK AND TITLE

Without prejudice to THREE's other rights under an Agreement to reject or return the Goods to the Supplier: (a) title in the Goods shall pass to THREE on delivery to THREE in accordance with the PO and the terms of an Agreement. The Supplier expressly acknowledges and agrees that upon delivery of the Goods to THREE, THREE may immediately (or at any time thereafter) transfer good title to the Goods to any other person, notwithstanding that the Supplier has not received payment for the Goods at that time. Without prejudice to the generality of the foregoing, transfer by THREE of title to any Goods to any other person upon or following delivery of such Goods to THREE shall not prejudice THREE's right subsequently to reject or return the Goods (at Supplier's cost) or any of them to the Supplier pursuant to and in accordance with the terms of an Agreement, and (b) risk in the Goods shall pass to THREE on Acceptance save where the Agreement includes installation, in which case risk shall not pass to THREE until completion of the installation work.

4. WARRANTIES

4.1 Supplier shall provide THREE with the benefit of any Manufacturer's warranties in respect of the Goods and additionally Supplier warrants to THREE as follows: (a) Supplier holds absolute legal and beneficial title in and to the Goods and has the unfettered right to sell and supply them and to pass good unencumbered title to THREE, (b) the Goods are manufactured, supplied and installed in accordance with THREE Policies and Standards, new and unused, of satisfactory quality and conform in all respects to their description and with the Specification, (c) the Goods will be free from Defects whether actual or latent and whether in design, material or workmanship (d) the Goods will comply in all material respects with all relevant statutory requirements and standards issued from time to time by the International Organisation for Standards (ISO), ITU-T and any other applicable organisation or recognised standards body, (e) the Documentation provided by Supplier in respect of the Goods are or will be of such a standard as to enable suitably trained personnel of THREE to understand, operate and maintain the Goods to a level of competence sufficient for THREE's business purposes, and (f) where Supplier modifies the Goods or any part of the Goods for THREE, such modification will not materially reduce the functionality of the Goods save to the extent that may be agreed by THREE in writing prior to Supplier carrying out such modification. The Goods shall conform with each Warranty for 12 months from the date of Acceptance (the "Warranty Period").

4.2 If any of the Goods are in breach of any Warranty during the Warranty Period, Supplier will (at THREE's option and without prejudice to its other rights or remedies): (a) repair the Goods promptly at THREE's premises (and where that is not possible repair the Goods and redeliver to THREE) or (b) replace the Goods promptly with Goods that conform with the Warranties. This shall be at no cost to THREE. If Supplier fails to repair or replace any Goods within a reasonable period determined by THREE, THREE may either itself or through a third party, repair or replace the Goods and set off the cost of doing so against any sum THREE owes or will owe to Supplier and recover any further amount outstanding from Supplier as a debt. THREE's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

4.3 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.

4.4 The Warranties apply equally to any Goods repaired or replaced in which case the Warranty Period shall be the longer of the remainder of the original Warranty Period or 6 months from the date of receipt of the repaired or replaced Goods by THREE.

4.5 THREE's rights under an Agreement are in addition to the statutory conditions (if any) implied in favour of THREE by the Sale of Goods and Supply of Services Act, 1980.

SCHEDULE 2 - ADDITIONAL TERMS RELATING TO THE PROVISION OF SERVICES

1. GENERAL

Supplier shall provide the Services during Working Day(s) (unless otherwise agreed with THREE) at the place specified in the PO or such other location as may subsequently be advised in writing by THREE to Supplier. All Services shall be delivered by the relevant Completion Dates, and time shall be of the essence. If the Services (or any parts of them) are not provided by the relevant Completion Date, THREE may terminate in whole or in part the relevant Agreement without cost or liability. Where THREE exercises this option: (a) Supplier shall refund to THREE in full all payments made by THREE to Supplier in respect of any Services; (b) no further payment will be due from THREE in respect of any Services; and (c) a full refund shall be due to THREE in respect of any payments already made. Where Supplier is in possession of THREE's property in pursuance of providing the Services, it shall at its own expense repair or replace (at the option of THREE) any such property that is lost or damaged while in Supplier's possession to the satisfaction of THREE.

THREE shall accept Services immediately after Supplier has demonstrated to THREE's satisfaction that the Services (i) comply with the PO pursuant to which they are supplied; (ii) comply with the relevant Agreement; and (iii) are in accordance with the Specification, and "Acceptance" shall be construed accordingly for the purposes of this Schedule 2.

2. WARRANTIES

2.1 Supplier warrants to THREE: (a) that it will ensure that Supplier Personnel will use the skill, care and diligence as would be expected from a skilled and experienced supplier engaged in the same type of business as Supplier and will be performed by employees and sub-contractors possessing the appropriate accreditations, skills and experience for all tasks assigned to them; (b) that Supplier Personnel will carry out the Services in such a way as (i) not to cause any material fault or malfunction in the Deliverables (ii) not to cause any material interruption to the business (other than any agreed downtime and unavoidable interruption which is required in order to perform the Services in a proper and efficient manner) of THREE (iii) to comply in all material respects with THREE Policies and Standards (iv) to work in a co-operative manner with THREE and ensure the effective performance of the Services; (c) that the Services will conform in all material respects to the relevant Specification and will comply in all material respects at the time the relevant Service is performed with all statutory requirements or regulations or any other standards relating to the Services and their supply that have been issued by any recognised and appropriate standards bodies; and (d) that any Deliverables produced by Supplier in the course of performing Services shall comply with the applicable Warranties set out elsewhere in these THREEPTs. The Services shall conform with each of the Warranties for 12 months from the date of their Acceptance (the "**Warranty Period**").

2.2 If any of the Services performed are found to be in breach of any Warranty during the Warranty Period, Supplier will (without prejudice to its other rights or remedies) re-perform the Services promptly. This shall be at no cost to THREE. If Supplier fails to re-perform the Services within a reasonable period determined by THREE, THREE may either itself or through a third party, re-perform the Services and set off the cost of doing so against any sum THREE owes or will owe to Supplier and recover any further amount outstanding from Supplier as a debt. THREE's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

2.3 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.

2.4 The Warranties apply equally to Services re-performed, in which case the Warranty Period shall be the longer of the remainder of the original Warranty Period or 6 months from the date of re-performance.

2.5 THREE's rights under an Agreement are in addition to the statutory conditions (if any) implied in favour of THREE by the Sale of Goods and Supply of Services Act, 1980.

3. RCT

3.1 The Parties agree that, in compliance with applicable law, THREE may determine an Agreement is a "Relevant Contract" as defined by the Taxes Consolidation Act 1997, as may be amended, modified or updated from time to time (the "**Act**"), and shall therefore be subject to relevant contracts tax ("**RCT**") as set out in the Act. As such, THREE shall notify in advance an Agreement as well as all payments made under it, to the Irish Revenue Commissioners ("**Revenue**"). RCT at the relevant rate (currently specified by Revenue as 0%, 20% or 35%) will be withheld on all payments made under an Agreement.

3.2 In addition to standard invoicing requirements (including any other invoicing requirements set out in an Agreement), where THREE determines that an Agreement is a Relevant Contract under the Act, the following RCT-related criteria shall apply to relevant invoices sent by the Supplier under such Agreement:

- i. All supplies made under such Agreement shall be subject to RCT, and therefore, notwithstanding any other term of this Agreement: (a) the Supplier shall not charge VAT on any invoice issued under such Agreement; and (b) THREE shall not, under such Agreement, accept invoices which include a VAT amount.
- ii. Invoices should show all the same information that appears on a VAT invoice, except the VAT rate and VAT amount.
- iii. The invoice should include the statement 'VAT on this supply to be accounted for by the Principal Contractor'.
- iv. The invoice shall explicitly cite any applicable Agreement Reference Number.

SCHEDULE 3 – SOFTWARE LICENCE TERMS

1. DELIVERY AND ACCEPTANCE

Supplier shall deliver the Software to THREE and (where appropriate, if not pre-installed by Supplier or installed by THREE) install the same at THREE's Premises in accordance with the relevant PO and the Specification. Supplier shall, in accordance with an acceptance plan mutually agreed between the Parties, conduct acceptance tests in respect of the Software at THREE's Premises during a 14 calendar day acceptance period (or such other acceptance period as the Parties may agree in writing), such acceptance period to commence once the Software is operational. THREE shall accept the Software immediately after Supplier has demonstrated to THREE's satisfaction that the relevant Software (i) complies with the PO pursuant to which it is supplied; (ii) complies with the relevant Agreement under which it is supplied; and (iii) is in accordance with the Specification, and "Acceptance" shall be construed accordingly for the purposes of this Schedule 3. Upon Acceptance, THREE shall if requested by Supplier sign Supplier's acceptance certificate acknowledging Acceptance of the relevant Software by THREE.

2. RISK AND TITLE

Risk in and title to the Media shall pass to THREE on the date of Acceptance. If any part of the Media shall thereafter be lost, destroyed or damaged by THREE, Supplier shall at the request of THREE replace the same promptly subject to THREE paying the reasonable costs associated with such replacement. Supplier shall at all times retain ownership of the Software.

3. LICENCE

Supplier hereby grants to THREE an irrevocable, non-exclusive, perpetual licence to use, copy, install, maintain, modify, enhance and adapt the Software throughout the world and to allow members of the THREE Group to do the same. THREE may also assign its licence to use the Software (or any part thereof) to any third party to which it may outsource the operation of a part of THREE's operations or business provided such third party enters into a direct undertaking to observe the terms of this Schedule 3 with Supplier. The grant of rights in this paragraph 3 shall also include implementation (in accordance with the reasonable written instructions of THREE) of new releases, versions and upgrades to the Software.

4. WARRANTIES

4.1 Supplier shall provide THREE with the benefit of any Manufacturer's warranties in respect of the Software (if any) and additionally Supplier warrants to THREE as follows: (a) Supplier's title to and property in and to the Software is free and unencumbered, and Supplier has the right, power and authority to licence the same to THREE; (b) the Software conforms in all material respects to their descriptions (if any) and with the Specification; (c) the Software will be free from Defects which materially affect the performance or functionality of the Software; (d) the Software will comply in all material respects with all relevant statutory requirements and any relevant industry standards issued by any applicable organisation or recognised standards body; (e) the Software will be supplied free of any known computer code programming instruction or set of instructions that damages, interferes with, or otherwise adversely affects computer program data files, or hardware, without the consent of the computer user, including self-propagating program instructions (all commonly called "Viruses") and when providing Services, Supplier it will not knowingly introduce any Viruses to any of THREE's computer systems; (f) any new software releases, versions or upgrades supplied to THREE under an Agreement will include any data conversion software required to enable THREE to continue reading and writing data using the Software in the same manner as previous software releases, versions or upgrades; (g) new releases, versions and upgrades shall not cause a material diminution in the functionality or the performance of the Software; (h) neither the performance nor functionality of the Software will be adversely affected by date or time changes; and (i) the Software is capable of performing its functions for more than one currency and also for the Euro, and will comply with all legal requirements applicable to the Euro.

4.2 The Software shall conform to each of the Warranties set out in paragraph 4.1 from Acceptance for the longer of 12 months or the period of any standard warranty as applies to any Software supplied by Supplier ("Warranty Period"). The Warranties in paragraph 4.1 shall not apply to the extent that THREE makes or causes to be made to the defective Software any modifications in breach of this licence or if Software has been altered, repaired, installed or relocated by any party other than Supplier or Supplier's agents unless such alteration, repair, installation or relocation shall have been performed in accordance with Supplier's standards or the Documentation.

4.3 If any Software is in breach of any Warranty during the Warranty Period, Supplier shall, at THREE's option and at Supplier's own expense: (a) carry out all such alterations or corrections as are necessary to cause the Software or Media to comply fully with this Schedule 3 by repairing or replacing it; or (b) refund to THREE any and all Charges paid by THREE for the Software. If Supplier fails to repair or replace the Software within a reasonable period determined by THREE, THREE may do so either itself or through a third party and set off the cost of doing so against any sum THREE owes or will owe to Supplier and recover any further amount outstanding from Supplier as a debt. THREE's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

4.4 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.

4.5 The Warranties apply equally to Software and Media which have been repaired or replaced, in which case the Warranty Period shall be the longer of the remainder of the original Warranty Period or 6 months from the date of repair or replacement.

4.6 Supplier shall, upon request, lodge in escrow any Source Code (which means the computer programming code of any such system or software and any relevant documentation, code or material applicable or critical to the usage of same, both in human-readable form and includes any bespoke adaptation for THREE) with THREE's designated escrow agent on such standard escrow terms as the agent or THREE may dictate from time to time. In the event of any change or alteration to the materials (including any updates, upgrades or new versions thereof), revised Source Code shall be duly lodged in the same manner. The Source Code delivered shall be on suitable media and sufficient to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct same.

5. TRAINING AND MAINTENANCE SERVICES

Supplier shall provide such training in respect of the Software as is necessary to allow THREE to use it. At THREE's request, Supplier shall provide such Software maintenance services as THREE may require and in the event of such a request by THREE, the parties shall (acting reasonably) negotiate in good faith to agree Charges in respect of the same.

SCHEDULE 4 – ADDITIONAL IPR LICENCE TERMS

1. DELIVERY AND ACCEPTANCE

Supplier shall deliver the Licensed IPR to at THREE's Premises in accordance with the relevant PO and the Specification. THREE shall accept the Licensed IPR immediately after Supplier has demonstrated to THREE's satisfaction that the relevant Licensed IPR (i) complies with the PO pursuant to which it is supplied; (ii) complies with the relevant Agreement; and (iii) is in accordance with the Specification, and "Acceptance" shall be construed accordingly for the purposes of this Schedule 4. Upon Acceptance, THREE shall if requested by Supplier sign Supplier's acceptance certificate acknowledging Acceptance of the Licensed IPR by THREE.

2. TITLE

Supplier shall at all times retain ownership of the Licensed IPR.

3. LICENCE

Supplier hereby grants to THREE an irrevocable, non-exclusive, perpetual licence to use, copy, install, maintain, modify, enhance and adapt the Licensed IPR throughout the world and to allow members of the THREE Group to do the same. THREE may also assign its licence to use the Licensed IPR (or any part thereof) to any third party to which it may outsource the operation of a part of THREE's operations or business provided such third party enters into a direct undertaking to observe the terms of this Schedule 4 with Supplier.

4. WARRANTIES

4.1 Supplier warrants to THREE as follows: (a) Supplier's title to and property in and to the Licensed IPR is free and unencumbered, and Supplier has the right, power and authority to licence the same to THREE; (b) the Licensed IPR conforms in all material respects to their descriptions (if any) and with the Specification; (c) the Licensed IPR will be free from material Defects; (d) the Licensed IPR will comply in all material respects with all relevant statutory requirements and any relevant industry standards issued by any applicable organisation or recognised standards body.

4.2 The Licensed IPR shall conform to each of the Warranties set out in paragraph 4.1 for 12 months from the date of their Acceptance ("Warranty Period").

4.3 If any Licensed IPR is in breach of any Warranty during the Warranty Period, Supplier shall, at THREE's option and at Supplier's own expense: (a) carry out all such alterations or corrections as are necessary to cause the Licensed IPR to comply fully with this Schedule 4 by correcting or replacing it; or (b) refund to THREE any and all Charges paid by THREE for the Licensed IPR. If Supplier fails to correct or replace the Licensed IPR within a reasonable period determined by THREE, THREE may do so either itself or through a third party and set off the cost of doing so against any sum THREE owes or will owe to Supplier and recover any further amount outstanding from Supplier as a debt. THREE's rights and remedies are in addition and without prejudice to its other rights and remedies at law.

4.4 Save as expressly provided to the contrary, each of the Warranties is, and shall be construed as, separate and distinct from the other Warranties. Accordingly, a Warranty shall not be limited or restricted by reference to, or inference from, the terms of any other Warranty or any other term of an Agreement.

SCHEDULE 5 – THREE POLICIES AND STANDARDS

Ethical conduct

- comply with all laws, rules and regulatory obligations.
- compete fairly in our markets, being honest and trustworthy in all our dealings and keep the commitments we make.
- not offer or accept gifts, hospitality, bribes or other inducements, which encourage or reward a decision. We will report and record any gifts.
- avoid or declare conflicts of interest that may lead (or be seen to lead) to divided personal loyalties.
- not seek gain for others or ourselves through misuse of our position within THREE.
- respect the principles of the UN Universal Declaration of Human Rights and the International Labour Organisation declarations.

Employees

- aim to treat everyone fairly, and impartially, without prejudice regardless of race, colour, nationality, ethnic or national origins, religion or religious affiliation, gender, gender status, sexual orientation, marital status, age, disability or caring responsibilities.
- not tolerate harassment in any form.
- not use any form of forced or child labour.
- engender a zero tolerance culture to injury and ill health arising from, or associated with, the work activity.

Environment

- support and follow operational policies that minimise our impact on the environment.

Internal control and risks

- regularly assess the risks to our business and our people and ensure that appropriate controls are in place to manage them.
- ensure that business records are prepared accurately and reliably and that expenditure is suitably authorised and approved.

Information

- protect the confidentiality of company, employee and customer information.
- ensure privacy of communications - it is basic to our business, from a legal stance and because the public trusts our integrity.

Assets

- protect our physical, financial and intellectual assets.
- ensure company assets are not used for personal benefit and will not allow them to be sold, loaned, or given away without proper authorisation.

Health and safety

- care for the health and safety of each other, our customers and the communities in which we operate.
- disclose any information about our products and services that demonstrates they breach the required safety standards.

The Supplier is also required to comply with any other THREE policies provided to the Supplier from time to time (and/or displayed on the THREE Website), including any applicable information security policy.